

STATE OF ALABAMA)
JEFFERSON COUNTY) May 18, 2017

The Commission Re-convened in regular session at the Jefferson County Courthouse Birmingham, Alabama at 9:05 A.M., Sandra Little Brown, Pro-Tem, presiding and the following members present:

- District 1 – George Bowman
- District 2 – Sandra Little Brown
- District 4 – T. Joe Knight
- District 5 – David Carrington

Commission President Jimmie Stephens absent due to family illness.

Invocation was led by Pastor Scott Smyth and the Pledge of Allegiance led by Phillips Academy Pre-K Class.

Commissioner David Carrington:
Special guest, Ashley Anderson of the Wellhouse was invited to speak to the Commission regarding the services that are provided by their program to combat against human trafficking.

The Commission met in Work Session on Tuesday, May 16, 2017, and moved for approval the following Committee items be placed on the May 18, 2017, Regular Commission Meeting Agenda:

- Commissioner George Bowman, Health and General Services Committee Item 1.
- Commissioner Sandra Little Brown, Human-Community Development and Human Resource Services Committee items 1-10.
- Commissioner Jimmie Stephens, Administrative, Public Works and Infrastructure Committee Items 1-9 with the exception of #3, which was pulled until further notice.
- Commissioner Joe Knight, Judicial Administration, Emergency Management, Land Planning Committee, Finance & Information Technology Committee had items 1-32.
- Commissioner David Carrington, Business Development Committee had items 1-6.

Motion was made by Commissioner David Carrington and seconded by Commissioner Joe Knight, that the Minutes of May 4, 2017, be adopted as presented and approved. Voting "Aye" George Bowman, 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 27, be adopted as presented and approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Joe Knight.

A Public Hearing was held to receive comments on the request made by Tracy L. Hodges, owner for the described change of zoning. There being no comments or opposition, the following action was taken;

MAY-18-2017-348
RESOLUTION OF THE JEFFERSON COUNTY COMMISSION OF
WITH RESPECT TO
AMENDING THE PREVIOUS COUNTY ZONING RESOLUTIONS
UNDER THE PROVISIONS OF ACTS 344 & 581, 1947 GENERAL ACTS
AND ACTS 422 & 634 GENERAL ACTS OF ALABAMA

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

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

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

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

BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Zoning Case No. Z-2017-013 Tracy L. Hodges, owner requests a change of zoning on Parcel ID# 36-25-0-000-061.002 in Section 25 Twp. 19 South Range 6 West from I-3 (Industrial) to A-1 (Agricultural) for compliance for an existing residence and to permit a mobile home for personal/family use. (Site Only: 8035 Johns Road, Adger, AL 35006) (ADGER) (4.78 Acres M/L) be approved.

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

A Public Hearing was held to receive comments on the request made by Roxy and Caelia LLC, applicant for the described beverage case. There being no comments or opposition, the following action was taken;

MAY-18-2017-349
Resolution

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by (Beverage Case B-2017-005) Roxy and Caelia LLC, applicant; d/b/a Allstate Package Store, requests

approval of an (011) Lounge Retail Liquor Class II (Package) (Off Premises Only) license for a former liquor store on Parcel ID# 05-13-0-000-087.001 in Sec 31 Twp. 15, Range 5W. Zoned C-1 (Commercial) and I-2 (Heavy Industrial) (Site Location: 7698 Highway 78, Suite 102, Dora, AL 35062) (DORA) be approved.

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

Unusual Demands Report
05/18/17

	Department	Vendor #	Vendor Name	Description	Amount	Doc #	Batch #
1	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	MAINTENANCE SUPPLIES, SCREEN HEADWORKS, CERTIFICAT	394.82	198106	77
2	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	1/2 GALL DAIRY BOTTLES, JUICE BOTTLES, WHITE CAP B	219.36	197097	9917
3	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	TRASH CAN, HAND CLEANER, BUCKET, TOOLS, FUSES, CE	194.06	197820	28
4	COUNTY ATTORNEY	135975	BESSEMER BAR ASSOCIATION, INC.	BESSEMER BAR ASSOC CLE LUNCH	125.00	198213	100
5	EMERGENCY MANAGEMENT AGENCY	100193	JEFFERSON CO TREASURER	EMA TRVL REIMB. BATTERIES, ORGANIZER, HDMI CABLES	98.66	197537	9976
6	ESD GENERAL ADMINISTRATION	100193	JEFFERSON CO TREASURER	PHONE CASE FOR KYOCERA 6065 CELL PHONE	23.36	197782	21
7	FIVE MILE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	WELDING HELMET; ASST ROLL PINS; GAUGE	69.52	197567	9983
8	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED WELDING RODS FOR GSOC SHOP	367.66	197510	9969
9	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	CALIBRATION OF TEST KIT FOR GSOC	150.00	197512	9969
10	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED TILE AND ADHESIVE FOR SHOWER - BESS JAIL	67.03	197516	9971
11	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	ASBESTOS ANALYSIS FOR BHAM JAIL	25.00	197397	9956
12	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED SIX CANS OF SPRAY PAINT FOR GSOC	20.94	197751	11
13	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED A DROP CLOTH FOR BHCH	1.19	197509	9969
14	HUMAN RESOURCES ADMIN	135919	MARK BLAND	ASSESSOR PER DIEM FROM 3/28/2017-3/29/2017	50.00	196854	9872
15	HUMAN RESOURCES ADMIN	135921	DAVID DANIEL	ASSESSOR EXPENSES/PERDIEM FROM 2/27 TO 3/3/2017	272.26	196857	9873
16	HUMAN RESOURCES ADMIN	135922	SALENA FANSLER	ASSESSOR EXPENSES FROM 2/28/2017 TO 3/1/2017	420.44	196860	9875
17	HUMAN RESOURCES ADMIN	135930	JOSEPH BACON	ASSESSOR EXPENSES/PERDIEM 12/12/2016TO1215/2016	635.14	197645	9995
18	INSPECTION SERVICES	100193	JEFFERSON CO TREASURER	Petty Cash for blue paper for permits	41.94	197127	9928

19	IT TECH SERVICES	100193	JEFFERSON CO TREASURER	PETTY CASH - IPHONE7 CASE ROOSEVELT	79.98	193444	9270
20	IT TECH SERVICES	100193	JEFFERSON CO TREASURER	TV WALL MOUNT - COMMISSIONER KNIGHT	50.30	197046	9899
21	LAND DEVELOPMENT	100193	JEFFERSON CO TREASURER	Petty Cash for booth at Dodah Day 5/20/17 prizes	44.94	197132	9932
22	LAND DEVELOPMENT	100193	JEFFERSON CO TREASURER	Petty Cash for supplies for field inspectors	35.85	197133	9933
23	LAND DEVELOPMENT	100193	JEFFERSON CO TREASURER	Petty Cash for supplies for future PZ AND BZA Meet	21.50	197131	9931
24	PUMP STATIONS	100193	JEFFERSON CO TREASURER	KEYS;BATTERIES;WATER & POWERADE;LOCK KIT;NUTS;	162.65	197901	48
25	REVENUE	100193	JEFFERSON CO TREASURER	Travel reimbur. S. Moore Nov 2016 - March 2017	202.21	197124	9924
26	REVENUE	100193	JEFFERSON CO TREASURER	Travel reimbursement for Auditing trips	166.09	197112	9922
27	REVENUE	100193	JEFFERSON CO TREASURER	Postage for Title Remittance for State Alabama	26.09	197380	9955
28	ROADS AND TRANS ADMIN	100193	JEFFERSON CO TREASURER	REG. COSTS FOR T. PATE 6/8/2017 CONTINUING ED CLAS	150.00	197440	9963
29	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	CDL RENEWAL, HAZMAT FEES, HERBICIDE RENEW, TOOLS	364.85	197764	16
30	ROADS AND TRANS TRAFFIC ENG	100193	JEFFERSON CO TREASURER	REGISTRATION COSTS FOR K. BOOZER 6/8/2017 CONT. ED	150.00	197438	9962
31	SEWER BILLING	135871	ANDREW J HALASZ	Refund for PM adj acct # W0-52075	91.76	197903	45
32	SEWER BILLING	135945	NICHOLAS WALTON	Refund for overpayment acct# W0-86313 D	59.85	197898	45
33	SF CORRECTIONS- BS	100128	JEFF CO DEPUTY TREASURER	BUG SPRAY FOR OFFICE/KITCHEN	13.97	197010	9887
34	STORMWATER MANAGEMENT	100193	JEFFERSON CO TREASURER	petty cash for Planning Zoning Board lunch 4/13/17	63.92	197094	9912
35	STORMWATER MANAGEMENT	100193	JEFFERSON CO TREASURER	Petty Cash for Field Inspectors supplies	59.56	197129	9929
36	STORMWATER MANAGEMENT	100193	JEFFERSON CO TREASURER	Petty cash for booth activities 4/22/17	17.00	197120	9927
37	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	BEARINGS	384.83	197591	9987
38	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	TAPER ROLLER SET	180.06	197593	9988
39	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	CONCRETE MIX,BLACKTOP PATCH,MARKER,SAW BLADE	83.85	197765	17
40	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON CO TREASURER	BATTERY;WATER&GATORADE;FUSE;RELAY;PLMB ITEMS;	342.38	197907	49
41	YOUTH DETENTION SUPPORT SVCS	100193	JEFFERSON CO TREASURER	Janitorial/Food/Uniforms	271.75	195989	9748
42	YOUTH DETENTION SUPPORT SVCS	100193	JEFFERSON CO TREASURER	Kitchen/School Supplies for Residents	263.97	197561	9981
Grand Total					\$6,463.74		

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

MULTIPLE STAFF DEVELOPMENT

Inspection Services

a) David Frederick	1,375.87
b) Jimmy Kennedy	1,375.87
Code Officials Conference Fairhope, AL – June 19-23, 2017	

Tax Assessor Birmingham

c) Gaynell Hendricks	1,980.39
d) John Powe	2,195.60
e) Veronica Burks*	2,563.74
AATA Conference Orange Beach, AL – June 11-15 and 10-15*, 2017	

INDIVIDUAL STAFF DEVELOPMENT

Revenue

f. Eric Pruitt Overview of County Government Prattville, AL – July 12-13, 2017	175.00
g. Michael Humber ALTIST Class Hoover, AL – May 19, 2017	175.00
h. Wes Stoudenmire ALTIST Class Hoover, AL – June 9, 2017	175.00
i. Eric Pruitt CGEI 2017 Finance and Revenue Prattville, AL – June 21-22, 2017	175.00
j. Sabrina Franklin ALTIST Class Hoover, AL – July 14, 2017	175.00

Stormwater Management Agency

k. Zhaleh McCullers Southeastern Environmental Law Destin, FL – June 15-17, 2017	1,088.89
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Tax Assessor Bessemer

l. Charles Winston AATA Summer Conference Orange Beach, AL – June 11-15, 2017	2,211.65
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Tax Collector Bessemer

m. Elizabeth Boles Management and Supervision Course Montgomery, AL – July 11-14, 2017	852.61
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FOR INFORMATION ONLY

Sheriff

n. Timothy Pugh	95.00
o. Reinhart Koepf	95.00
p. Terrill Hogeland Rappel Master Certification Fort Payne, AL – May 25, 2017	95.00
q. Lloyd Watkins	1,467.15
r. Don Edge Homicide Training Orlando, FL – June 25-30, 2017	1,467.15
s. Jeremy Reed Hostage Negotiations Birmingham, AL – May 15-19, 2017	695.00
t. Wendell Major FBINAA Chapter Orange Beach, AL – June 4-7, 2017	1,211.57
u. Anthony Dotson FBI Instructor Development Huntsville, AL – May 7-12, 2017	1,047.29
v. Barrie Alexander Gang Prevention Summit Daytona, FL – June 11-15, 2017	1,667.42
w. Larry Williams First Line Supervision Birmingham, AL – June 13-15, 2017	325.00
x. Anthony Pippen FBI LEEDA Command Leadership Institute East Point, GA – June 25-30, 2017	1,859.50

ADDITIONAL MULTIPLE STAFF DEVELOPMENT

Tax Collector Birmingham

y. John Delucia	978.44
z. Eric Burks	2,727.80
aa. Sophia Hepburn	2,577.08
bb. J T Smallwood AATA Conference Orange Beach, AL – June 11-15, 2017	2,898.79

General Services

cc. Allen Gordon, Steve Watts, Mike Smith, Keith Kelly Workshop Birmingham, AL – May 26, 2017	380.00
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ADDITIONAL INDIVIDUAL STAFF DEVELOPMENT

Commissioner District 5

dd. David Carrington BBA Marketing Trip New York, NY – April 24-27, 2017	915.00
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Motion was made by Commissioner Joe Knight and seconded by Commissioner David Carrington that the above Staff Development be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Joe Knight.

MAY-18-2017-372
PURCHASING DIVISION AGENDA REPORT
For Week of 04/21/17 – 04/27/17
Committee Meeting MAY 16, 2016
For Commission Approval
MAY 18, 2016

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 APRIL 28, 2017

1. THERE ARE NO PURCHASING ITEMS TO REPORT.

PURCHASING DIVISION AGENDA REPORT
For Week of 04/28/17 – 05/04/17
Committee Meeting MAY 16, 2017
For Commission Approval
MAY 18, 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 MAY 5, 2017

1. RECOMMENDED FOR PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM IN TIME STAFFING, BIRMINGHAM, AL, TO AWARD PACA ONLY BID FOR: TEMPORARY STAFFING- LABORERS FOR THE PERIOD 05/18/2017 – 05/17/2018. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID 86-17

2. RECOMMENDED FOR YOUTH DETENTION & PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM DIXIE STORE FIXTURES, BIRMINGHAM, AL TO AWARD BID FOR DISPLAY REFRIGERATORS & MILK COOLERS FOR THE PERIOD 05/18/2017- 05/17/2018. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID 75-17

3. RECOMMENDED FOR GENERAL SERVICES AND ENVIRONMENTAL SERVICES FROM HYDRA SERVICES, WARRIOR, AL., TO RENEW BID FOR ROTARY LOBE PUMPS FOR THE PERIOD 06/01/2017- 5/31/2018. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID 66-16

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

MAY-18-2017-373

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT(S) FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 04/21/17 – 04/27/17, and 04/28/17 – 05/04/17, 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" George Bowman, Sandra Little Brown, David Carrington, and Joe Knight.

MAY-18-2017-374

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

Regions Bank Visa Statement – Closing date April 28, 2017.

Motion was made by Commissioner Joe Knight and seconded by Commissioner David Carrington that the above Credit Card Statement be ratified. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Joe Knight.

MAY-18-2017-375

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following Position Changes and/or Revenue Changes upon the recommendation of the Budget Management Office be approved.

Position Changes and/or Revenue Changes:

EMA	\$21,038.30
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Increase revenue and expenses to record a reimbursement from Mountain Brook Schools to move a siren.
No Additional Funds Required

Other Budget Transactions:

Finance	\$204,000.00
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Shift funds from the General Fund to the Capital Fund & add a purchasing memorandum to purchase cubicles.
No Additional Funds Required

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

MAY-18-2017-350

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 Samford University for an affiliation program in graduate and undergraduate pharmacy education.

AGREEMENT

WHEREAS, Samford University, hereinafter referred to as "School" and Jefferson County Commission Alabama d/b/a Cooper Green Mercy Health Services, hereinafter referred to as "Facility", desire to set in writing the terms and responsibilities of the two institutions with regard to an affiliation program in graduate and undergraduate pharmacy education, do hereby mutually agree as follows:

I. MUTUAL RESPONSIBILITIES

1. The purpose of this agreement shall be to establish an affiliation between the "School" and the "Facility" to provide clinical education for graduate and undergraduate pharmacy students.
2. Both parties agree that the clinical education of the student shall complement the service and educational activities of the "Facility". However, it is understood that students shall not be used in lieu of professional or staff personnel and that they shall be under the supervision at all times.
3. The "Facility" shall designate a Clinical Coordinator who will coordinate the in-house activities of students as planned by the Program Director designated by the "School".
4. The parties understand and agree that the affiliation program providing the basis for this agreement does not establish any employment relationship, nor employer-employee relationship, nor respondent-superior relationship, nor master- servant relationship, in any way whatsoever, between the "Facility" and any student or faculty member or other agent or representative of the "School" or sponsor. Further, the parties acknowledge and agree that the "Facility" shall not be any such employer of any of the students or faculty members or any other agent or representative of the "School", for purposes of any workman's compensation law or any work place law whatsoever applicable to employers and employees. And, "Facility" shall not be liable for payment to anyone of any form of wages or compensation or taxes, including F.I.C.A., occupational or income tax withholding. In furtherance hereof, the "School" hereby agrees that as a condition of participation in this affiliation program, "School" shall require and obtain from each participating student and faculty member a properly executed "Assumption of Risk and Hold Harmless and Indemnification Agreement" in the form attached hereto. The Agreement shall be submitted to the "Facility" at the beginning of the affiliation program.
5. The "Facility" shall reserve the prerogative to remove from its facility any student or faculty member for what it considers to be just and reasonable cause. The removal of the person will occur when and only when no other solution to the problem seems appropriate and the intention to remove said person has been mutually discussed by the "Facility" and the "School". The "School" has the right to appeal this action to the "Facility".
6. The determination of the number of students, their names, their scheduled hours and areas, the learning objectives of the student or course, the availability of the "Facility" , and where indicated, the student: instructor ratio shall be made by mutual agreement between the officially designated representatives of the "School" and "Facility" prior to the beginning of each educational session. The "Facility" reserves the right to allocate access to the "Facility" among this and other educational programs as the "Facility" deems reasonable and appropriate.
7. The "School" and the "Facility" shall periodically review the "School's" use of the "Facility's" resources and experiences and shall endeavor to find ways of improving said use.
8. In the performance of services described herein, parties will not discriminate because of race, color, religion, sex, national origin, age, disability, or veteran status.
9. All services, consulting, products, materials, warranties or any other thing of value rendered or

exchanged under terms of this agreement will be provided for the duration of the agreement in accordance with applicable federal and state laws or regulations, standards of the joint Commission on the Accreditation of Healthcare Organizations or other applicable accrediting bodies or governmental regulatory agencies.

10. The "School" shall assign to the "Facility" only students and faculty who are covered by Specified Medical Professions Liability Insurance Policy and have executed the Acknowledgment and Indemnification Agreement.

II. FACILITY'S RESPONSIBILITIES

1. The "Facility" will provide an orientation program for the "School" staff to the extent this orientation will benefit the teaching program.

2. The "Facility" will permit use of available classroom and conference space.

3. The "Facility" will permit use of available instructional materials.

4. The "Facility" will provide reasonable consumable supplies as may be used in demonstration or practice.

5. The "Facility" will make available opportunities for observation and/or experience in various departments of the "Facility" as appropriate to the learning objective of each student or course.

6. The "Facility" agrees to make available to students and faculty initial first aid for injuries or accidents occurring on the premises. All other medical and dental costs, Hospitalization or treatment subsequent to the incident, are the responsibility of the student or the faculty.

7. The "Facility" shall not be responsible in any respect for the parking or transportation of students to and from the "Facility" for their assignment.

8. The "Facility" will allow students and instructors, at their own expense, to use break room facilities in the "Facility".

9. "Facility" acknowledges and agrees that the information provided by "School" or others on behalf of "School" that directly relates to any "School" student, including, but without limitation, academic information (e.g., coursework, grades, degrees earned, performance in other external rotations); professional information, (e.g., licenses obtained, suspension, revocation); training and/or certifications (e.g., CPR, OSHA/Blood borne pathogen); health information (e.g., Hepatitis, TB Testing); health and other insurance information and, the results of any criminal background check and/or drug testing/treatment information, hereinafter ("student information") is protected by the Family Educational Rights and Privacy Act (FERPA). "Facility" represents and certifies that it will (1) protect the confidentiality of all student information; and will not, except with the written consent of the student, (2) use student information for any purpose other than to carry out the purposes of this agreement; or (3) disclose student information except to authorized individuals within its organization who have a legitimate need to know student information in order to carry out the purposes of this agreement.

10. See Attachment A.

III. SCHOOL AND STUDENT RESPONSIBILITIES

1. The "School" shall send to the "Facility" only those students who have successfully completed the requirements for the clinical education component of the curriculum.

2. The "School" shall assign to the "Facility" only students and faculty who possess all required licenses or permits and that such licenses or permits will be maintained in force throughout the life of the agreement.

3. The "School" shall send to the "Facility" only such students as are free from any contagious disease, including tuberculosis, at the most recent physical examination that would pose a direct threat to the

health or safety of the student or others for the students' participation in the program. Such physical examination shall be given not more than twelve (12) months previous to the beginning of the training session.

4. The "School" shall assign to the "Facility" only students and faculty who are insured against any damages arising from an alleged malpractice occurring during the clinical education experience at the "Facility". The "School" shall maintain such insurance in full force and effect throughout the life of the agreement. If said insurance expires or is nullified for any reason, notice of this event must be provided in writing to the "Facility".

5. The "School" shall make available to "Facility" a certificate of liability coverage applicable to the negligent acts and omissions of Samford faculty and students, which occur in the performance of the clinical experience at "Facility".

6. The "School" shall assign to the "Facility" only students and faculty whose malpractice insurance provides as additional named insured, Jefferson County, its elected officials and employees.

7. The "School" shall recommend that all students in the program should be enrolled in a medical insurance plan, equivalent, and prior to their arrival at the "Facility".

8. The "School" will provide all clinical supervision, instruction and evaluation of students. The term "School" includes employee/members of the Samford University School of Pharmacy and those who have faculty appointments with the Pharmacy program.

9. While in attendance at the "Facility", students and faculty shall adhere to all "Facility" rules, regulations, procedures and policies. Students and, if appropriate, faculty shall abide by any requirements relating to the "Facility's" dress code policy.

10. The "School" shall inform but not train students, prior to their arrival at the "Facility", of such policies as the "Facility" may request to have communicated. The "Facility" shall orient the students with respect to the operating practices of the "Facility".

11. Students enrolled in the "School's" pharmacy program shall be and remain students of the "School" and shall in no sense be considered employees of the "Facility".

12. The "School" shall inform students of their responsibility to maintain privacy and confidentiality with respect to all "Facility" affairs, records and case data as set forth in the Health Insurance Portability and Accountability Act of 1996 and will assist "Facility" in monitoring compliance throughout the life of the agreement.

13. Licensed faculty using the "Facility" as a clinical practice area shall provide the "Facility's" representative with a copy of their current professional license for the State of Alabama with a notation "copy" written on the copy in red ink. The original license must be viewed by a "Facility" representative prior to making and submitting a copy.

14. Under no circumstances shall the school be liable for the negligence or misconduct of the "Facility", its agents, servants, employees, successors or assigns, or persons under the supervision of the "Facility". Pharmacy students preparing and/or charting, medications may do so only in the presence of their clinical instructor.

IV. TERMS OF AGREEMENT

This agreement shall become effective August 16, 2017 and continue until August 15, 2018 and shall provide experiences for students enrolled in the "School" as of August 2017 and subsequent academic semesters. This agreement may be revised or modified by written amendments whenever the same shall be agreed upon by both parties. This agreement may be terminated by either party upon 60 days written notice of the intention to terminate the agreement. Failure of either party to adhere to the terms of this

agreement will be cause for immediate termination of this agreement. ATTACHMENT A

10. Prior to performing any services under this agreement, and at all times during the term of this Agreement, the Facility shall obtain and maintain in effect commercial general or comprehensive general liability insurance covering bodily injury and property damage, and will name Samford University as an additional insured under the Facility's Commercial General Liability insurance policy. Prior to performing any service under this agreement, and at all times during the terms of this Agreement, the Facility shall obtain and maintain in Professional Liability coverage with respect to actions or omissions of its own employees, with minimum coverage limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Upon execution of this Agreement, the Facility shall furnish the University with a certificate of insurance demonstrating compliance with this provision. The Facility shall require its insurance carrier or broker to give the University at least thirty (30) days written notice prior to a cancellation of any coverage, in whole or in part.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized agents this 15 day of August, 2017.

JEFFERSON COUNTY COMMISSION ALABAMA d/b/a COOPER GREEN MERCY HEALTH SERVICES

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

SAMFORD UNIVERSITY

Nena F. Sanders, Ph.D., R.N., FAAN
Vice Provost, College of Health Sciences

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

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

- | | | |
|--|------------|------|
| a) Willie J. Perry
18-2017-351 | \$500.00 | MAY- |
| b) Red Mountain Park
18-2017-352 | \$2,500.00 | MAY- |
| c) Human-Community Services and Economic Dev.
18-2017-353 | \$250.00 | MAY- |

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

MAY-18-2017-354

WHEREAS, the Jefferson County Commission approved a resolution on April 10, 2014 in Minute Book

166, Page 175 authorizing an Agreement between Jefferson County, Alabama and NHB Group, LLC for the Concord Storm Shelter; and

WHEREAS, the Agreement was previously amended on May 21, 2015 in Minute Book 168, Page 118; June 18, 2015 in Minute Book 168, Page 191; and May 5, 2016 in Minute Book 169, Pages 521-522 is hereby amended as follows:

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be hereby authorized, empowered and directed to execute this amendment #4 to extend the contract time an additional 154 calendar days. The new completion date shall be September 30, 2017. There is no cost associated with this amendment. This project will be paid for with federal Community Development Block Grant Disaster Recovery funds (B-13-US-01-0001).

Adopted: May 18, 2017

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

MAY-18-2017-355

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be hereby authorized, empowered and directed to execute this modification to the agreement between Jefferson County, Alabama and Safe-T- Shelter., Oak Grove Storm Shelter Project. The purpose of Amendment #1 and Change Order #1 is to change extend the contract 150 days calendar days and modify the scope of for the Oak Grove Storm Shelter Project. The additional work shall include the furnishing and installation of a backflow preventer and value at the connecting point of the new water line with the existing water line which is required by regulation and instruction from the Warrior River Water Authority. The cost associated with this Amendment and Change Order shall be \$2,200.00. The total cost associated shall be \$77,400.00. The new completion date shall be June 11, 2017. All other terms and conditions of this contract shall remain the same. This project is funded with FEMA funds.

Adopted: May 18, 2017

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

MAY-18-2017-356

WHEREAS, the Jefferson County Commission approved a resolution on April 7, 2017 in Minute Book 169, Page 450, authorizing an Agreement between Jefferson County, Alabama and Coston General Contractors, Inc. for the Adger Storm Shelter.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be hereby authorized, empowered and directed to execute this amendment #1/change order #1 to increase the contract time an additional 167 calendar days; and modify the scope of work. The new completion date shall be September 27, 2017. The work includes an additional 162.5 feet of field lines as required by the Jefferson County Department of Health and changing the generator from propane to diesel as required by Jefferson County Inspection Services. There will be an additional cost of \$23,925.00 for the modifications. This project will be paid for with federal Community Development Block Grant Disaster Recovery funds (B-13-US-01-0001).

Adopted: May 18, 2017

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

MAY-18-2017-357

WHEREAS, the Jefferson County Commission approved a resolution on April 7, 2016 in Minute Book 169, Page 449 authorizing an Agreement between Jefferson County, Alabama and RDT Enterprises, LLC for the Concord Storm Shelter project.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be hereby authorized, empowered and directed to execute amendment #1/change order #1 to increase the contract time an additional 91 calendar days; and modify the scope of work. The new completion date shall be August 31, 2017. The work includes replacement of damaged storm pipe as requested by the Department of Roads and Transportation; and demolition and removal of the existing septic system as required by the Jefferson County Department of Health. There will not be an increase in the contract amount associated with this amendment/change order. This project will be paid for with federal Community Development Block Grant Disaster Recovery funds (B-13-US-01-0001).

Adopted: May 18, 2017

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

MAY-18-2017-358

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 Pathways (HESG16-OP-PW) for an amount not to exceed \$10,000.00;

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 Pathways (HESG16-OP-PW) for and amount not to exceed Ten Thousand and no/100 Dollars (\$10,000.00). This agreement is from Program Year 2016 federal funds.

Adopted: May 18, 2017

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

MAY-18-2017-359

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 First Light, Inc. (HESG16-ES-FL) for an amount not to exceed \$10,000.00;

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 First Light, Inc. (HESG16-ES-FL) for and amount not to exceed Ten Thousand and no/100 Dollars (\$10,000.00). This agreement is from Program Year 2016 federal funds.

Adopted: May 18, 2017

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

MAY-18-2017-360

WHEREAS, Jefferson County Commission has entered into a Participation agreement with One Roof, Inc. formerly, Metropolitan Birmingham Services for the Homeless (MBSH) for the Homeless HMIS Project regarding access and use of the Program Management Information System of Alabama known as PromisAL; and

WHEREAS, Jefferson County must designate one HMIS Administrator who is responsible for the administration of the HMIS for the Jefferson County Emergency Solutions Grant program;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is authorized, directed and empowered to execute the CoC Agency Administrator agreement between Jefferson County, Alabama and the following staff member of the Jefferson County Office of Human-Community Services & Economic Development: Yolanda Burrells-Caver. There are no funds associated with this agreement.

Adopted: May 18, 2017

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

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

- | | | | |
|----|--------------------------|------------|-----------------|
| a) | Town of Brookside | \$5,000.00 | MAY-18-2017-361 |
| b) | Birmingham Fire District | \$2,500.00 | MAY-18-2017-362 |

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

MAY-18-2017-363

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute a Surety Deposit Agreement between Jefferson County, Alabama and Valor Communities, LLC for the development of land in the Windsor Parc Residential Community in the amount of \$580,000.00.

AGREEMENT RELATING TO WINDSOR PARC SUBDIVISION

THIS AGREEMENT entered into this 18th day of May, 2017, by and between Jefferson County Alabama, (hereinafter called "the County"), Valor Communities, LLC (hereinafter called "Valor" and, with respect to the paragraph 2 below, Windsor Park Lots, LLC, (herein called "Windsor"). The effective date of this Agreement shall be the last date of the execution by the County and Valor as reflected on the signature page, (herein referred to as "Effective Date").

WHEREAS, in November, 2007, American Land Development ("Developer") submitted a plat for the

development of Windsor Parc, a residential community (herein referred to as "Subdivision") which Subdivision contained approximately 600 planned lots; and

WHEREAS, forty homes were constructed within the Subdivision but, thereafter, development and improvements within the Subdivision ceased; and

WHEREAS, deposits were made by the Developer with Beal Bank to secure the performance of certain duties ("Security Deposits"), including road construction, and the Developer failed to perform;

WHEREAS, Beal Bank foreclosed upon the remaining lots in the Subdivision consisting of approximately 560 lots; and

WHEREAS, Windsor purchased the foreclosed lots from Beal Bank; and

WHEREAS, Windsor donated approximately 400 lots as a conservation area, leaving approximately 160 undeveloped lots being owned by Windsor; and

WHEREAS, Windsor has sold to or is under contract to sell to Valor 135 lots (herein referred to as "Valor Lots") in the Subdivision, all of which are located in unincorporated Jefferson County; and

WHEREAS, Valor is desirous of improving the Valor Lots by building residential homes thereon; and

WHEREAS, building permits have been denied to Valor for the development of certain Valor Lots as a result of road conditions in or adjacent to the Subdivision; and

WHEREAS, Valor is unable to secure a performance bond for road work to be done within the Subdivision as required by the County; and

WHEREAS, the County requires a bond or collateral to secure the performance of road remediation within the Subdivision before it will issue building permits to Valor; and

WHEREAS, the parties wish to resolve these issues so that building permits may be issued and the roads within the Subdivision remediated and completed; and

WHEREAS, to facilitate the remediation and completion of roads within the Subdivision, the County is willing to agree to an arrangement that shall serve as an alternative to a performance bond; and

WHEREAS, under this arrangement, to secure the performance of road remediation and completion within the Subdivision, Valor shall grant to the County a lien upon 40 lots within the Subdivision, deposit funds into an escrow account held by the County upon the County's issuance of building permits, and provide a Warranty Fund for any warranty repairs needed after the road remediation is completed.

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

1. ROAD IMPROVEMENT:

(a) Notwithstanding any prior development agreement or County requirements, and except as set forth in Paragraph 1(b) and 1(c) below, the County waives any requirement for the improvement of roads that are currently accepted and maintained by the County, including but not limited to the intersections of Morgan and Hopewell Roads and the intersection of Green and Hopewell Roads.

(b) Valor shall construct improvements to the unaccepted subdivision roads adjacent to the Valor Lots pursuant to those road plans attached hereto as Exhibit A (herein "Road Remediation").

(c) Valor shall have two years from the Effective Date of this Agreement to complete the Road Remediation as required under Exhibit A. Failure to complete the Road Remediation within two years will be deemed a failure to perform under this Agreement.

(d) To secure performance of Valor under this Paragraph 1, Valor shall grant to the County a lien upon 40 lots within the Subdivision, in the form attached hereto as Exhibit B (herein referred to as "Performance Lien"), which lots are identified as lots 53 through 92 as depicted in Exhibit C hereto. The Performance Lien shall be a first lien on the lots and the lots shall be free and clear of all other liens and encumbrances, except of easements and matters of record.

(e) To further secure performance of Valor under this Paragraph 1, and upon the issuance of a Building Permit as set forth in Paragraph 3, Valor shall pay into an escrow fund (herein "Escrow"), currently managed by Jefferson County as the "Subdivision Surety Account", an amount of Eighteen Thousand Dollars (\$18,000) upon issuance of each building permit on lots 93 through 120, and on lot 52 as shown in Exhibit C, and would pay into the Escrow Five Thousand Dollars (\$5,000) upon issuance of each building permit on lots 121-194 as shown in Exhibit D. Valor shall continue to pay into Escrow the funds as herein provided until the total sum of Five Hundred Eighty Thousand Dollars (\$580,000) (herein "Total Escrow Fund") is paid. The Escrow Funds shall be held in the County's Subdivision Surety Account, and the account shall bear no interest for Valor. Nothing contained within the Paragraph 1(e) alters or amends the provision of Paragraph 3 below relating to the number of allowable permits.

(f) Upon completion of the Road Remediation, Valor shall provide to Jefferson County funds (herein "Warranty Fund") equal to ten percent (10%) of the Total Construction Cost of the Road Remediation, from which Jefferson County may draw to pay for any needed warranty repairs to the Road Remediation. The Total Construction Cost shall be determined by the road remediation contractor, but in no event shall the total Warranty Fund amount required by the County exceed \$100,000. The Warranty Fund may be funded from either excess Escrow Funds, direct deposits by Valor, or both. In lieu of a cash deposit, Valor may post and Jefferson County will accept a surety bond equal to fifteen percent (15%) of the Total Construction Cost of the Road Remediation for such warranty work. In the event a surety bond is provided for the Warranty Fund, any excess funds held in Escrow, after payment of all Road Remediation costs that are herein required, shall be paid to Valor. Upon completion of the Road Remediation and the deposit of the Warranty Fund, the County will wire transfer the Escrow Funds to Valor as reimbursement of security funds and will release the Performance Lien. The warranty period shall begin upon completion of the Road Remediation and acceptance of the roads by the County, and shall expire one year thereafter ("Warranty Period"). The County will inspect the Road Remediation work and determine when it is completed. Road acceptance shall occur within thirty (30) days of completion of Road Remediation, as determined by the County. Upon expiration of the Warranty Period, Jefferson County shall release all Warranty Funds to Valor or, alternatively, shall release the surety bond accepted in lieu of the Warranty Fund.

(g) In order to meet the needs of Jefferson County residents, at the sole discretion of Jefferson County, and subject to all applicable rules and regulations, Jefferson County may choose to utilize prior Security Deposits, as defined in Paragraph 2 below, to help fund the Road Remediation herein required. In such event, Valor shall replace all Security Deposits utilized for this purpose using the methodology of deposits into Escrow as set forth in Paragraph 1(e) above. Specifically, Valor shall continue those deposits into Escrow until (i) such time as the Security Deposits have been replenished and the Total Escrow Fund is deposited or (ii) until Road Remediation is complete and accepted by the County. Valor shall execute all documents necessary or expedient to accomplish this purpose. Notwithstanding the foregoing, the use of Security Deposits is at the discretion of Jefferson County for the benefit of county residents and is not an extension of credit. Valor shall replenish such funds as herein described but no interest or fees associated with the use of the Security Deposits shall be charged or paid. County may utilize the sum total of the Security Deposits to cover costs within the Jefferson County right-of-way as may be associated with this development.

(h) Should Valor default under this Agreement by failing to complete Road Remediation within the two-year period, subject to events of force majeure, then County may declare this Agreement in default, and may liquidate all security in order to garner the requisite Total Escrow Fund including, but not limited to,

retaining the Escrow for Road Remediation and foreclosing the lien as provided in the Performance Lien. The parties agree that in so long as Valor is showing substantial progress in completion of Road Remediation they will negotiate a reasonable extension of time to complete such repairs.

(i) Should Valor default on any other provision except as set forth in paragraph 1(h) above then County may, after thirty (30) days' notice and Valor's failure to remedy the default, declare this Agreement to be in default and may liquidate all security in order to garner the requisite Total Escrow Fund including, but not limited to, retaining the Escrow for Road Remediation and foreclosing the mortgage lien as provided in the Performance Lien.

2. SURRENDER OF DEPOSITS:

a. Certain deposits were made with Beal Bank to secure performance of duties by the Developer, which deposits are identified as: (i) deposit number xxxxx3279, with a balance as of \$268,352.58 as of November 15, 2016, payable to Windsor Park Lots, LLC and Jefferson County Roads and Transportation, and

(ii) Deposit number xxxxx6509, with a balance of \$21,401.35 as of November 15, 2016, payable to Windsor Park Lots, LLC and the Jefferson County Treasurer, and

(iii) Deposit number xxxxx6069, with a balance of \$21,432.31 as of November 15, 2016, payable to Windsor Park Lots, LLC and the Jefferson County Treasurer (collectively referred to as "Security Deposits").

(iv) Cash deposit of \$52,500.00 held by Jefferson County for Seal Coat in Sector 3

(v) Cash deposit of \$28,782.00 held by Jefferson County for Seal Coat in Sector 2

b. The parties concede that the Developer defaulted under the prior Development Agreement as to completion of improvements to Green Road and the intersection of Morgan Road and Hopewell road. Therefore, the prior Security Deposits will be surrendered to the County as of the Effective Date of this Agreement. Upon posting of the release letter ("Release Letter") signed by one of the authorized representatives of Windsor Park Lots, LLC, a representative of the Jefferson County Department of Roads and Transportation, and a representative of the Jefferson County Treasurer to Beal Bank, such shall serve as full and final authority to Beal Bank to release said funds to Jefferson County. Upon the execution of the release letter, all other parties to this Agreement agree to release and hold harmless Windsor Park Lots, LLC, and their agents, officers, owners, employees, members, and managers from any and all liability related to the Road Remediation within the Windsor Parc subdivision.

(c) The contract for the conveyance of the Valor Lots as between Valor and Windsor has not been consummated as the parties have been awaiting approval of the County as to the terms and conditions herein contained. Upon approval of this Agreement by the County, Valor and Windsor will proceed to consummate the conveyance of the Valor Lots to Valor. Notwithstanding any provision herein to the contrary, if the conveyance of the Valor Lots to Valor is not accomplished within thirty (30) days of the Effective Date of this Agreement, this Agreement is and shall be void ab initio.

3. TERMS OF AGREEMENT AND AUTHORIZATION:

(a) Following the Effective Date, the County shall promptly issue building permits for the construction of single family residences on forty-five (45) of the Valor Lots upon request by Valor and upon tender of the usual and customary fees. Other than as set forth in this Agreement, the County shall impose no further obligations upon Valor as a prerequisite or condition to the issuance of such permits and shall issue any required certificate of occupancy based on existing code and without reference to any prior agreement or requirement relating to this specific Subdivision.

(b) Upon completion of the Road Remediation, and the acceptance of such by the County, the County

shall promptly issue building permits for the construction of single family residences on all of the remaining Valor Lots, upon request by Valor, and upon tender of the usual and customary fees. Other than as set forth in this Agreement, the County shall impose no further obligations upon Valor as a prerequisite or condition upon the issuance of such permits and shall issue any required certificate of occupancy based on existing code and without reference to any prior agreement or requirement relating to this specific Subdivision.

4. ASSIGNMENT: Valor may not assign, transfer or convey this Agreement to a third party without prior written consent of the County.

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

6. AMENDMENT OF AGREEMENT: This Agreement contains the entire understanding of the parties, and no change of any term or provision of the Agreement shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Agreement. A written request must be made to the County and an amended agreement will be executed.

7. INSURANCE: Valor will maintain such insurance as will protect it from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Valor shall have adequate Commercial General Liability insurance of at least \$1,000,000 per occurrence.

8. USE OF FUNDS: Valor certifies that no funds related to or arising out of this Agreement nor any part of the services, products or any item or thing of value 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 certify that neither Valor, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, 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 certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything 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.

9. TIME: Time is of the essence in this Agreement.

10. FORCE MAJEURE: The parties shall not be required to perform any term, condition or covenant in this Agreement, other than the payment of money, for the period of time that such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, or any other cause not reasonably within the control of the party obligated to perform and which, with the exercise of due diligence, such party is unable, wholly or in part, to prevent or overcome.

11. STANDARD PROVISIONS.

- a. If any provision of this Agreement shall be declared invalid or unenforceable by laws applicable thereto, or unenforceable as to certain parties, then the performance of such provision shall be excused by the parties hereto and the remaining provisions of this Agreement shall remain in full force and effect.
 - b. The parties have been represented by counsel in the drafting and negotiation of this Agreement, and this Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.
 - c. Any failure or delay of the parties to enforce any term of this Agreement shall not constitute a waiver of such term, it being explicitly agreed that such a waiver must be specifically stated in a writing delivered to the other party. Any such waiver shall not be deemed to be a waiver of any other breach or of a subsequent breach of the same or any other term.
 - d. This Agreement may be executed in multiple, separate counterparts, and such counterparts shall constitute one and the same document. This Agreement may not be modified or amended except by a writing executed by both Valor and County and signed by hand. Such written amendment may be transmitted by facsimile or email, and any electronic transmission of the properly executed, written amendment shall be deemed to be as valid and binding as the original.
 - e. All exhibits, attachments, annexed instruments, and addenda referred to herein shall be considered a part hereof for all purposes with the same force and effect as if copied at full length herein.
 - f. The captions or headings of articles in this Agreement are inserted for convenience only, and shall not be considered in construing the provisions hereof if any question of intent should arise.
- IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President-Jefferson County Commission Date of Execution: May 18, 2017

VALOR COMMUNITIES, LLC

WINDSOR PARK LOTS, LLC

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

MAY-18-2017-364

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute an agreement between Jefferson County, Alabama and the City of Pleasant Grove, Alabama for the public purpose of maintenance and repairs of certain roadways and bridges with the municipality.

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

WHEREAS, the City of PLEASANT GROVE, Alabama, hereinafter referred to as "City", and Jefferson County, Alabama, hereinafter referred to as "County", are desirous of entering into this Agreement for the public purpose of maintenance and repair of certain roadways and/or portions of certain roadways

located within the City's corporate limits and municipal jurisdiction.

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

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

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

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

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

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

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

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

1. County Road 57 (also known as/aka Pleasant Grove Road)
2. Forest Road (aka 5th Avenue) from Park Road southerly through the city limits
3. Park Road from 5th Avenue easterly through the city limits
4. Pleasant Grove-Sylvan Springs Road (aka 4th Street) from County Road 57 westerly through the city limits
5. Pleasant Grove-Fairfield Road (aka Ensley-Pleasant Grove Road)

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

Notice:

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

The County's designated Administrator shall be the following individual:

Director of Roads and Transportation/County Engineer

Room A200 Courthouse

716 Richard Arrington Jr. Blvd N

Birmingham, AL 35203

The City's designated Administrator shall be the following:

Director of Public Works (Doug Hyche)

501 Park Road

Pleasant Grove, AL 35217

County's Responsibilities:

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

1. Roadway Surface and Roadbed Maintenance
2. Guardrails
3. Drainage - the County shall maintain the drainage of cross drains under the road. The County will work in conjunction with the City to maintain drainage of the roadside ditches. The County agrees to maintain drainage of the roadside ditches not maintained by the City and described below.
4. Vegetation - The County will manage the vegetation along the right-of-way only.
5. Utilities - The County will review applications for permit, direct, and inspect all utilities to be placed within the right-of-way of the roadway in accordance with Article 6 of the Jefferson County Subdivision and Construction Regulations.
6. Debris - The County will pick up debris placed along the right-of-way as required for Federal and State declared storm events and/or by specific Resolution of the County Commission.
7. Bridges - The County shall only be responsible for the following bridges:
Pleasant Grove-Sylvan Springs Road over Lost Creek-BIN No. 016466
These bridges shall be maintained by the County as per the requirements of the National Bridge Inspection Standards ("NBIS") program. Should these bridges become structurally deficient or functionally obsolete and are deemed as needing significant repairs or replacement as determined by ALDOT, the County will make application to available State and Federal Funding programs through ALDOT to seek replacement.
8. Other - The County is considered to have permission from the City to perform services not expressly named in this document within the right-of-way of the roadway that are considered to be in the best interest of public safety (such as sand application during an ice or snow event).

City's Responsibilities:

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

1. Traffic Control - The Code of Alabama 1975 states that regulatory authority rests with the municipality in regard to this item. The County will replace the striping and other pavement markings (as applicable) following resurfacing because they are considered as incidental duties to the County's responsibilities for roadbed maintenance. Any revisions to existing pavement markings shall be agreed upon by the City and County prior to resurfacing operations per the notice as detailed below. The City shall also make available to the County services such as police for the temporary traffic control as may be necessary to direct traffic through a work zone.
2. Drainage - Any roadside drains, such as driveway or yard pipe, associated boxes, bridges over the ditch, etc., shall be installed per the City's direction to the private individual (subject to inspection by the County). The County will only maintain the continuity of the flow within the ditch, and will not maintain continuity of flow on any side drains that are installed by the City and/or an individual or private entity (hereinafter "third party". Any failed roadside drains or associated structure installed by a third party must be repaired and/or replaced by said third party. In cases where the failure of such drain poses an imminent threat to the roadbed, the County will notify the City Administrator. Should the City not take action within a reasonable time, the County will restore the flow and stabilize the roadbed in the most efficient manner possible. However, the City or third party shall be responsible for restoring access to adjacent parcels and replacement of the structure. If the County has to replace the structure to maintain

the roadbed, the work shall be billed based on the actual costs to the County.

3. Zoning load Development Controls/Access - The City shall remain responsible for zoning and development controls along the roadway. The City agrees that all engineering plans for access to this roadway (roadway, drainage, or utility) shall be reviewed and inspected by the County Administrator and his/her staff: The County Administrator shall notify the City Administrator if the construction has not been completed in accordance with County specifications.

4. Best Management Practices - The City shall be responsible for ensuring that, to the extent permitted by law, any construction being performed by the City or under a City permit adjacent to the roadway uses controls to protect the water quality and control the water quantity being discharged to the right-of-way of the roadway. Any costs billed to the County for cleanups or ADEM violations as a result of the City's failure to maintain these controls shall be billed to the City for reimbursement.

5. Pedestrian Ways - Any sidewalks, crosswalks, disabled access ramps, or other features of this nature shall be the responsibility of the city.

6. Litter - Pickup and clearing of litter shall be the responsibility of the city. Any associated ordinances or signing shall fall under Item 1 - Traffic Control.

7. Debris - Pickup and clearing of debris (such as yard clippings and construction waste) shall be the responsibility of the city except as noted for storm events under the County section of responsibilities.

8. Encroachments - The City shall not permit or allow fixed objects within the right-of-way or clear zone of the roadway that could be considered a safety hazard per ALDOT specifications. (Example: illegal signs, fences, retaining walls, headwalls, non-breakaway mailboxes, etc.)

9. Right of Way - The City Administrator shall notify the County Administrator in writing of any proposed work within the right-of-way of the above listed roadways. All work shall be reviewed and inspected by the County Engineer and his/her staff and determined to meet County specifications as determined by the County Engineer.

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

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

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

Liability related to Ordinances, Policies, Rules and Regulations:

In executing this agreement, neither party hereto assumes liability or responsibility for or in any way releases the other party from any liability or responsibility which arises in whole or in part from the existence or effect of their ordinances, policies, rules, or regulations. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such ordinance, policy, rule or regulation is at issue, the party responsible for such ordinance, policy, rule or regulation shall defend the same at its sole expense.

Termination of Agreement:

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

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

Date: 5/18/17

CITY OF PLEASANT GROVE

Jerry Brasseale, Mayor

Date: 4/26/17

ORDINANCE NO, 2017-525

AN ORDINANCE AUTHORIZING AND ADOPTING THE AGREEMENT BETWEEN JEFFERSON COUNTY, ALABAMA AND THE CITY OF PLEASANT GROVE, ALABAMA REGARDING MAINTENANCE OF SELECT ROADWAYS WITHIN THE MUNICIPALITY

Whereas, Jefferson County, Alabama (hereinafter, "County"), desires to enter into an Agreement with the City of Pleasant Grove, Alabama (hereinafter, "City"), concerning the public purpose of maintaining and repairing certain roadways and/or portions of certain roadways located within the City's corporate limits and municipal jurisdiction, as permitted by and in accordance with State and Federal law; and Whereas, the City Council of the City of Pleasant Grove is desirous of entering into the "Agreement between Jefferson County, Alabama and the City of Pleasant Grove, Alabama Regarding Maintenance of Select Roadways within the Municipality" (hereinafter, "Agreement") and of adopting and ratifying that Agreement.

Be It Ordained by the City Council of the City of Pleasant Grove, Alabama, as follows:

1. The City Council hereby approves, accepts and authorizes the Mayor of the City of Pleasant Grove to enter into the "Agreement Between Jefferson County, Alabama and the City of Pleasant Grove, Alabama Regarding Maintenance of Select Roadways Within the Municipality" with Jefferson County, which said Agreement is attached hereto as Exhibit "A" and which is hereby adopted as part of this Ordinance as if set forth in full herein.
2. That upon execution of the above referenced Agreement, the City Council hereby accepts, ratifies and adopts the terms set forth in the Agreement attached hereto.
3. That the Agreement attached hereto thereby places with the County the responsibility for maintenance and repairing of, and control of, certain roadways and/or portions of roadways located within the city limits of the City of Pleasant Grove, Alabama, namely:
 - a. County Road 57 (aka Pleasant Grove Road);
 - b. Forest Road (a. k a. 5th Avenue) from Park Road southerly through the city limits;
 - c. Park Road from 5th Avenue easterly through the city limits;
 - d. Pleasant Grove-Sylvan Springs Road (aka 4th Street) from County Road 57 westerly through the city limits; and
 - e. Pleasant Grove-Fairfield Road (aka Ensley-Pleasant Grove Road).
4. That all ordinances or resolutions, or parts thereof, heretofore adopted by the City Council of the City of Pleasant Grove, Alabama, that are inconsistent with the provisions of this Ordinance are hereby expressly repealed.
5. Should any portion of this Ordinance shall ever be deemed by a Court of Law or other judicial authority

to violate the laws of this State or of the United States, then such portion thereof shall not cause the remaining portions hereof which do not violate such laws to become subject to being stricken and the same shall remain in full force and effect.

6. That this Ordinance shall be effective on the date that the Agreement attached hereto is executed by the Mayor of the City of Pleasant Grove.

DONE AND ENTERED on this, the 17th day of April, 2017.

Jerry Brasseale

MAYOR

ATTESTED TO:

Karen Duncan

CITY CLERK

CERTIFICATION

I, Karen Duncan, City Clerk of the City of Pleasant Grove, Alabama, hereby certify the above to be a true and correct copy of Ordinance number 2017-525, adopted by the City Council of Pleasant Grove at its meeting held on April 17, 2017, as same appears in the minutes of record of said meeting, and published by posting copies thereof on April 18, 2017, at the following public places, which copies remained posted for (30) days as required by law:

Pleasant Grove City Hall Bulletin Board 501 Park Road

Pleasant Grove Post Office 832 Park Road

BB&T Bank 27 Park Road

Union State Bank 829 Park Road

Hill's Foodland Grocery Store 851 Park Road

Karen Duncan, City Clerk

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

MAY-18-2017-365

BE IT RESOLVED that the Jefferson County Commission inform the Department of Environmental Management that the following actions were taken by Jefferson County Commission:

1. Provided a copy of the MWPP Annual Reports for calendar year 2016 and reviewed the results of the reports as presented by the Environmental Services Department and the County Manager for the following:
 - Cahaba River WWTP
 - Five Mile WWTP
 - Leeds WWTP
 - Prudes Creek WWTP
 - Trussville WWTP
 - Turkey Creek WWTP
 - Valley Creek WWTP
 - Village Creek WWTP
 - Warrior WWTP

2. Set forth the following action plan intended to maintain effluent requirements contained in the NPDES permits, and to prevent the bypass and overflow of raw sewage within the collection system or at the treatment plants:
 - a) Secure property dedicated for bio solids land application through a lease, permit, or purchase agreement
 - b) Complete capacity improvement projects identified in ADEM form 417, Part 10.C of the Valley Creek report
 - c) Complete the hydraulic model of the Valley Creek WWTP Collection System with updates from the Shades and Cahaba models that are currently under development
 - d) Initiate engineering designs intended to remedy wet-weather overflow near 1908 East Lawson Drive in the Five Mile Creek Collection System
 - e) Continue to identify and correct defects contributing to sanitary sewer overflows (SSOs)
 - f) Provide adequate levels of maintenance to reduce the occurrence and volume of dry-weather SSOs

Attest:

Millie Diliberto
Minute Clerk

JEFFERSON COUNTY COMMISSION
James A. Stephens
President

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

MAY-18-2017-366

WHEREAS, upon the adoption of the Jefferson County Commission HIPAA Privacy and Security Compliance Program, Carol Sue Nelson as County Attorney was appointed to the position of Privacy Official as contained in the program documents. On November 2, 2016, Theodore A. Lawson, II, was appointed as County Attorney and in accordance with the Jefferson County Compliance HIPAA Privacy and Security Compliance Program should be placed in that role.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Theodore A. Lawson, II, is hereby appointed as the Privacy Official for the Jefferson County Commission HIPAA Privacy and Security Compliance Program.

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

MAY-18-2017-367

WHEREAS, the Deputy County Manager of Infrastructure was previously authorized to serve on the Planning and Zoning Commission; and

WHEREAS, the position of Deputy County Manager of Infrastructure is currently vacant.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Interim Director of Development Services be appointed to serve on the Planning and Zoning Commission.

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

MAY-18-2017-368

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 Tarrant City Board of Education for the purpose of a new employee/student identification badge maker in the amount of \$1,000.00.

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 Tarrant City Board of Education ("Tarrant BOE"), applied for a grant of funds for \$1,000.00; and

WHEREAS, Tarrant BOE is a tax exempt non-profit educational institution which seeks assistance in funding for the purchase of a new employee/student identification badge maker; and

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

WHEREAS, Commissioner T. Joe Knight has recommended funding of \$1,000.00 to Tarrant BOE, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on April 30, 2018.
2. The County shall pay to Tarrant BOE a lump sum payment of \$1,000.00 upon execution of this agreement.
3. Tarrant BOE shall use the public funds to assist in providing funds for the purchase of a new employee/student identification badge maker.

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

4. Tarrant BOE shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Knight a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by April 30, 2018, whichever shall occur first.

5. Tarrant BOE shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Tarrant BOE, for a period of

not less than three (3) years from termination of the fiscal year set out above.

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

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

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

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

Jefferson County Commission

TARRANT BOARD OF EDUCATION

Shelly Mize

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

MAY-18-2017-369

PRECINCT RESOLUTION

WHEREAS, the polling location, Precinct 5180, Luke's Episcopal Church, located at 3736 Montrose Road, 35213, is undergoing a major renovation project and is unable to serve as a precinct for the US Senate special election , and;

WHEREAS, Mountain Brook City Hall, located at 56 Church Street, 35213, has been made available for a polling precinct,

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the polling precinct located at St. Luke's Episcopal Church, be temporarily relocated to Mountain Brook City Hall.

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

MAY-18-2017-370
Resolution

BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission acknowledges the satisfaction of Contingencies and that Covenants have been filed on May 5, 2017, effectively changing the zoning for Zoning Case No. Z-2017-011, Christopher Orazine, owner, requests a change of zoning of Parcel ID#s 08-01-2-000-001.005 & 08-01-3-000-001.015 in Sec 01 Twp. 15 Range 2 West from R-R (Rural Residential) to A-1 (Agricultural) for personal agricultural use. (Site Only: 3714 Redman Hall Road, Pinson, AL 35126) (BRADFORD)(32.2 Acres M/L) be acknowledged.

Covenant: No mobile homes shall be permitted on this property.

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

MAY-18-2017-371

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, as with any revenue warrant issuance, the County must appoint a trustee to serve under the trust indenture which will secure and govern the proposed 2017 Warrants; and

WHEREAS, on April 24, 2017, the Commission issued a Request for Qualifications ("RFQ") to various nationally-recognized trustee firms; and

WHEREAS, the County received three responses to its RFQ; and

WHEREAS, the County, together with members of its financing team, has reviewed the responses and determined that the proposal submitted by Regions Bank Corporate Trust represents the lowest cost qualified proposal received by the County.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, as follows:
The County hereby appoints Regions Bank Corporate Trust as the trustee for the proposed 2017

Warrants. The terms of their engagement shall be set out in an engagement or similar agreement to be approved by the Commission at a subsequent meeting.

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

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

a) Birmingham Zoo, Inc.	\$2,500.00	MAY-18-2017-376
b) Wellhouse, Inc.	\$2,500.00	MAY-18-2017-377
c) Birmingham Botanical Society, Inc.	\$2,500.00	MAY-18-2017-378
d) Birmingham Holocaust Education Center	\$2,500.00	MAY-18-2017-379
e) Lakeshore Foundation	\$2,500.00	MAY-18-2017-380
f) aTeam Ministries	\$2,500.00	MAY-18-2017-381

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

Motion was made by Commissioner Joe Knight and seconded by Commissioner George Bowman that by unanimous consent the following item(s) be added as New Business. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Joe Knight.

MAY-18-2017-382

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute an agreement between Jefferson County, Alabama and the Town of Sylvan Springs, Alabama regarding maintenance of select roadways within the municipality. A copy of the agreement is on file for permanent record in the Minute Clerk Office of the Jefferson County Commission.

Motion was made by Commissioner Joe Knight and seconded by Commissioner George Bowman that the above resolutions be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Joe 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, June 8, 2017.

James A. Stephens
President

ATTEST:
Millie Diliberto
Minute Clerk