10 Jack Gray Way, Helena AL 35080
City Hall Council Chambers

Helena City Council **November 9, 2026**

Council Work Session **5:00pm**

1. **Review of all 11/09/2026 agenda items**
2. **AP/Bill Payments**
3. **10/26/2026 Meeting Minutes Review**
4. **Update from Council Boards and Committee Boards**
5. **Discussion of FYE 27 Budget**
6. **Sign up for public comment with the city clerk. Three (3) minutes per resident**

City Council Meeting Agenda **6:00pm**

1. **Meeting called to order**
2. **Invocation**
3. **Pledge of Allegiance**
4. **Council Roll Call**
5. **Presentation of Minutes from 10/26/2026**
6. **Revenue Report and (AP) Bill Payment**
7. **Municipal Operations Report: Mayor Rosener Departments: Police, Fire, Library, Parks, Public Works, Inspections, Administration and Utilities**
8. **Donation presentation Helena Firefighters Association for Breast Cancer Awareness Month to the Breast Cancer Research Foundation of Alabama.**
9. **Memorandum of Understanding Between the Jefferson County Commission and The City of Helena regarding debris removal and monitoring services. Grant Hickman EM Officer Jefferson County EMA**
10. **Proclamation recognizing Ken Penhale's accomplishments being inducted into the Shelby County Hall of Fame.**
11. **Public Comment on FY2027 Budget**
12. **Approve/Deny FY2027 Budget**
11. **Period for Public Comment-Three (3) minutes per resident, to sign in with the city clerk between work session and council meeting**
12. **Council Comments**
13. **Adjourn**

Proper notice of the posted Agenda for the Regular Scheduled Meeting of the Helena City Council was given in advance of such a public meeting and the notice remained posted throughout the scheduled meeting. By general consent of the Council agenda items may be considered out of order. Next Helena City Council Meeting Date: Monday, December 14, 2026, at 5:00pm

Posted: 11/3/2026

MEMORANDUM OF UNDERSTANDING BETWEEN THE JEFFERSON COUNTY COMMISSION AND THE CITY OF HELENA REGARDING DEBRIS REMOVAL AND MONITORING SERVICES

WHEREAS, Alabama law authorizes counties and municipalities to enter into agreements to provide services to each other under mutually-agreed to terms and conditions; and

WHEREAS, following recent natural disasters in Alabama, all counties have entered into regional pre-event debris removal and monitoring services contracts to have available for each county in the event of a disaster within one or more counties necessitating the need for debris removal; and

WHEREAS, the Invitation to Bid for these regional pre-event contracts included a provision to require the successful bidder to provide services within the jurisdictional limits of a municipality within an activating county if the county and the municipality had entered into a memorandum of understanding allowing the activating county to assume responsibility for debris removal and/or monitoring services on municipal property within the jurisdictional limits of the municipality: and

WHEREAS, these regional county contracts provide that services may be performed within the jurisdictional limits of a municipality within an activating county at the direction of the county if, prior to the disaster warranting the need for debris removal and/or monitoring services, the county and the municipality have entered into a written memorandum of understanding whereby the county agrees to assume responsibility for performing the services necessary for the removal of disaster-related debris from municipal property on behalf of the municipality; and

WHEREAS, Jefferson County is a party to the Region 6 county contracts for debris removal and monitoring services, which contracts provide for debris removal and monitoring services to be provided to the county upon activation under procedures set out in such contracts; and

WHEREAS, the city of Helena is not properly equipped to effectively perform debris removal operations in the event of a disaster within its jurisdictional limits, and as such, the county and municipality find it to be in their mutual best interests and to the benefit of the citizens they represent to enter into this memorandum of understanding to allow the county to have debris removal services performed on the municipal property within the jurisdictional limits of the municipality pursuant to the county regional contract for debris removal services and, if necessary, to have such debris removal monitored pursuant to the county regional contract for monitoring services; and

WHEREAS, both the Jefferson County Commission and the Helena City Council have adopted resolutions agreeing to enter into this memorandum of understanding between the Jefferson County Commission and the city of Helena, which resolutions are attached hereto and incorporated by reference; and

WHEREAS, the Jefferson County Commission and the city of Helena, as evidenced by the above referenced resolutions, also agree to the following terms and conditions:

1. That this memorandum of understanding shall only apply in the event that, following a disaster necessitating debris removal and/or monitoring services, the county has activated the Region 6 contract for debris removal and/or monitoring services pursuant to procedures set out in said contract.

2. That in the event the municipality desires that the county have debris removal and/or monitoring services performed on municipal property within its municipal jurisdictional limits pursuant to this memorandum of understanding, the mayor or other municipal official designated in writing by the Helena City Council shall, unless waived by the county commission, send written notice to the county within five calendar days of a disaster necessitating the removal of debris that the municipality desires to have the county perform such services under the terms and conditions set out in the county regional contracts.

3. That, upon receipt of such request, the county determines that it can provide those services within the jurisdictional limits of the municipality pursuant to the county regional debris removal and/or monitoring services contracts.

4. That the debris removal and/or monitoring services provided to the municipality shall be limited to available contract personnel and equipment not required to meet the needs of the county, and that the judgment of the Jefferson County Commission or its designee shall be final as to the personnel and equipment so available and as to the time of providing such services.

5. That the county shall only provide services within the jurisdictional limits of the municipality that are provided for in the regional county debris removal and monitoring services contracts as set out in Exhibit A of the contracts, which are attached hereto and incorporated by reference.

6. That the city of Helena shall cooperate with county and contract personnel as necessary to ensure proper management and administration of the removal of debris within the jurisdictional limits of the municipality pursuant to the regional county contracts for debris removal and/or monitoring services, which cooperation shall include, but not be limited to, allowing county personnel and their contractors access as necessary to perform debris removal and/or monitoring services as determined necessary and appropriate by county personnel and assisting as necessary to provide documentation required under the county regional joint debris removal and/or monitoring services contracts.

7. That the municipality understands that monitoring of the debris removal may be necessary and agrees to cooperate with all debris removal monitoring services conducted within its jurisdictional limits pursuant to the county regional monitoring services contract or as otherwise provided by the county.

8. That there shall be no debris removal and/or monitoring services performed on private property under this memorandum of understanding and that only services authorized under the regional county contracts as determined by the Jefferson County Commission or its designated county personnel shall be provided.

9. That the county may suspend or terminate the removal of debris and/or monitoring services within the jurisdictional limits of the municipality as it deems appropriate or necessary due to (a) conditions within the county; (b) issues related to the regional county contracts for debris removal and/or monitoring; (c) lack of cooperation from municipal officials and/or employees; or (d) other reasons as warranted in the discretion of the county.

10. That by entering into this memorandum of understanding, the county assumes no liability for damages to any property of the municipality or any citizens of the municipality resulting from the debris removal or monitoring services conducted by the debris removal or monitoring services contractor. Additionally, the undersigned municipality shall indemnify and hold harmless Jefferson County, its officials, employees, and agents for any damage of any type whatsoever to the municipality's property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the municipality's property, and hereby releases, discharges and waives any and all actions, either legal or equitable, which the undersigned municipality has, or ever might or may have, by reason of any action of the county and its county officials, employees or debris removal or monitoring services contractors and any action they have taken to accomplish the aforementioned purpose.

11. That, unless alternative arrangements are made between the county and municipality prior to the county providing the municipality with debris removal and/or monitoring services as provided herein, the municipality shall reimburse the Jefferson County Commission for any and all expenses incurred by the county for the removal of debris within the jurisdictional limits of the municipality and/or for monitoring services related to the debris removal pursuant to the reimbursement schedule presented to the municipality by the county at the time the municipality submits its request for services as provided in this memorandum of understanding;

12. That the municipality's failure to timely reimburse the county pursuant to the reimbursement schedule presented to the municipality by the county shall be deemed a breach of this memorandum of understanding which shall result in termination of this agreement and any other remedies available to the county under the law.

13. That in the event the county receives reimbursement for any or all of its costs related to debris removal and/or monitoring services performed within the municipality's jurisdictional limits from any government or other source or sources, the county shall pay the municipality its pro rata share of such reimbursement within thirty days of receipt by the county provided the municipality has paid in full its portion of the cost of debris removal and/or monitoring services pursuant to the requirements set out in paragraph 11 above. However, if at any time after the county has been reimbursed from any source and has reimbursed the municipality in accordance with this paragraph, it is determined that the debris removal and/or monitoring services were not performed in accordance with such source or sources' debris removal and/or monitoring services laws, rules, regulations or guidance, the municipality shall promptly reimburse the County within 15 days the amount of the reduction of the county's reimbursement from such source related to the debris removal and/or monitoring services performed within the municipalities jurisdictional limits.

14. That this agreement only applies in the event the county has activated the regional county contract for debris removal and/or monitoring services and that the county shall not be obligated to provide debris removal and/or monitoring services on municipal property within the jurisdictional limits of the municipality except as specifically provided herein.

15. That, except as provided in paragraph 12, this memorandum of understanding shall be in full force and effect from the date it is executed by both parties and continue so long as pre-event contracts for debris removal and/or monitoring services are in effect for Region 6 and Jefferson County is a participating county. Either party may terminate for any reason upon (30) days' notice to the other party.

Executed on this the _____ day of _____, 20___.

_____ _____

_____, Chairperson _____, Mayor

Jefferson County Commission City of _____

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APPROVED BY THE JEFFERSON COUNTY COMMISSION
04/25/2024
Item # 12276, Resolution: 2024-464 Minute Book: 179, Page(s) 53

DocuSigned by:
Aleshia Y. Coleman
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RESOLUTION

WHEREAS, on August 14, 2012, the Jefferson County Commission adopted a resolution to participate in the expanded Joint Bid Program for Counties in conjunction with the Association of County Commissions of Alabama ("the Association) located at Minute Book 163, Pages 438-439; and

WHEREAS, on April 11, 2024, the Jefferson Count Commission reaffirmed its participation in the Association's Joint Bid Program's Regional Debris Removal and Monitoring Services Joint Bid Project; and

WHEREAS, as part of its collaboration with the Association and the Joint Bid Program for Counties, Jefferson County has entered into Memorandums of Understanding with Jefferson County Municipalities that wish to utilize the contracts under the Joint Bid Program for debris removal and monitoring services for as long as the County participates in said program; and

WHEREAS, the County desires to expedite the acknowledgement of the Resolution and Memorandum of Understanding (MOU) approved by the municipalities and received by the County.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that any municipality located in Jefferson County that approves by Resolution and executes a Memorandum of Understanding between Jefferson County and the municipality, substantially in conformance with the attached template document, submits such executed document and resolution to the Minute Clerk of Jefferson County, will be deemed approved and in effect by the County Commission and the Commission President is hereby authorized to execute such Memorandum of Understanding on behalf of the Commission.

Once executed, the Memorandum of Understanding will be presented to the Commission for acknowledgment at their next regularly scheduled meeting.