

STATE OF ALABAMA)

JEFFERSON COUNTY) July 16, 2015

The Commission convened in regular session at the Birmingham Courthouse at 9:05 a.m., James A. Stephens, President, presiding and the following members present:

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

Motion was made by Commissioner seconded by Commissioner that the Minutes of June 18, 2015, be approved. Voting "Aye".

The Commission met in Work Session on July 14, 2015, and approved the following items to be placed on the July 16, 2015, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 6 and two additional items.
- Commissioner Brown, Community Development and Human Resource Services Committee Items 1 through 9 and Addendum Items 1, 3 and 4.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 through 26, excluding Item 11.
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee Items 1 through 5 and one additional item.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 40 and Addendum Item 2.

July-16-2015-564

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that appointment of Darren Whitt to serve the unexpired term of Larry Abrams on the Jefferson County Board of Zoning Adjustment for a term ending December, 2017, be and hereby is approved.

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

Jul-1-2015-565

WHEREAS, the Jefferson County Housing Authority Board consists of five members of; and

WHEREAS, there has arisen a resident representative vacancy on said Board; and

WHEREAS, it is important to the proper and timely function of said Board that it have full membership; and

WHEREAS, Charles Harris of 214 Spring Garden Circle, Birmingham, AL 35217 has expressed a desire to serve on the Housing Authority Board for Jefferson County; and

WHEREAS, the Jefferson County Commission has determined that Charles Harris would be a dependable and capable addition to the membership of that Board.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that Charles Harris a resident of Jefferson County is hereby appointed to the Jefferson County Housing Authority Board, for a new term commencing immediately and ending July 30, 2019.

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

Jul-16-2015-566

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Service Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and CareFusion 211, Inc. to provide all parts for Model 22E Encore pulmonary lab for the following years:

FY 2015-2016 in the amount of \$2,673.32

FY2016-2017 in the amount of \$2,590.64

FY2017-2018 in the amount of \$2,507.96

FY2018-2019 in the amount of \$2,425.28 for a total of \$10,197.20.

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

Jul-16-2015-567

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Service Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Centurion Service Group, LLC to be the exclusive agent for selling of certain medical equipment, medical related furniture and inventory.

AUCTION SERVICE AGREEMENT

THIS AGREEMENT is made on this 21st day of May, 2015 by and between Jefferson County d/b/a Cooper Green Mercy Health Services ("Seller"), and Centurion Service Group LLC, an Illinois limited liability corporation ("CENTURION")

WITNESSTH:

WHEREAS, SELLER owns and wishes to sell certain items of medical equipment, and medical related furniture and inventory (the "Auction Assets") located at the premises (the "Premises") commonly known as Cooper Green Hospital located at 1515 6th Avenue, Birmingham, AL 35233 and wishes to appoint CENTURION as its exclusive agent for purposes of selling the Auction Assets (the "Auction Sale") to be held at the Premises.

NOW, THEREFORE, in mutual consideration of the premises and of the covenants and agreements as heretofore and hereafter set forth, the parties agree as follows:

1. Appointment of Exclusive Agency. SELLER hereby agrees to employ CENTURION, a Novation contracted vendor per contract number U0935X, as its exclusive independent agent for the purpose of selling the Auction Assets at the Auction Sale and CENTURION hereby accepts such appointment on the terms and conditions hereinafter set forth. The Auction Assets are more fully described in Exhibit "A" that will be attached hereto, and shall neither include items presently being leased, of which CENTURION is made aware by SELLER, nor fixtures.

2. Division of Proceeds of Auction Sale. The net proceeds from the Auction Sale specifically exclude amounts collected by CENTURION as and for any applicable sales or use tax, and any "Buyer's Premium" [as defined below] charged by CENTURION (the "Net Proceeds"). The following amounts shall be disbursed by CENTURION within thirty (30) days of the Auction Sale in the following order of priority:

- (a) Twenty five percent (25%) of the Net Proceeds to CENTURION;
- (b) the remainder of the Net Proceeds to SELLER.

It is specifically understood and agreed that CENTURION may charge a "Buyer's Premium" up to seventeen percent (17%) of the amount of the purchase price for a given item of the

Auction Assets sold at the Auction Sale to be paid by the purchasers price for a given item of the Auction Sale. Buyer's Premium may be discounted for buyers who attend live and those buyer's who do not pay by credit card. Such Buyer's Premium shall accrue exclusively to the interest of CENTURION and shall not be included in the division of proceeds described above, all expenses relating to the auction will be paid by CENTURION from proceeds of the Buyer's premium and commission.

3. CENTURION's Obligations. CENTURION agrees that it shall:

- (a) hold the Auction Sale in its usual and customary manner, and shall determine the manner of advertising the same.
- (b) arrange and number the Auction Assets in lots, catalog same and deliver to SELLER a copy of such catalog; items to be sold in accordance with exhibit "A" as attached (Exhibit A not given to Minute Clerk's Office)
- (c) advertise the Auction Sale by publication and the mailing of circulars to those segments of the market where, in CENTURION's best opinion, customers will be found who are willing to pay the highest prices for the Auction Assets;

- (d) sell the Auction Assets to purchasers at the Auction Sale on terms that require immediate payment;
- (e) not be responsible for the removal of Auction Assets paid for but not removed by purchasers thereof;
- (f) provide adequate personnel to supervise the removal of Auction Assets sold at the Auction Sale;
- (g) sell the Auction Assets "as is where is" irrespective of condition, wear or damage and without guarantee or warranty of any nature, kind or description; and
- (h) keep accurate records of the Auction Sale, and provide SELLER a copy of said records, within ten (10) days of completion of the Auction Sale.
- (i) be responsible for all costs involved in conducting the Auction Sale and have no right to deduct expenses from the proceeds due to SELLER.

Notwithstanding anything else herein contained, it is expressly agreed and understood by SELLER that CENTURION is not responsible for, nor obligated to, remove or dispose of, any Toxic Substances, bio-hazardous, sharp or FDA controlled substances or other pharmaceuticals, or other hazardous garbage, materials, debris, or waste from the Premises nor for the disconnecting and capping of any valves or power from which equipment will be removed. In the event a buyer at the Auction Sale wants to deinstall the Assets it purchases, CENTURION will require such buyer to be an experienced, knowledgeable, medical equipment deinstaller, or have other such qualifications as necessary and to provide insurance and bond to CENTURION and SELLER prior to performing such work. Further, CENTURION is not responsible for the removal or disposal of any hospital or patient files or, or records except to help coordinate the timing of their removal by and at the exclusive direction, expense and control of SELLER. It is further understood that CENTURION has the right of abandonment for any Auction Assets that are not sold at the Auction Sale.

4. Use of Premises. To facilitate the Auction Sale and subsequent orderly removal of the Auction Assets by purchasers thereof, SELLER hereby agrees to supply electric power service, heat and/or air conditioning to the Premises. Further, SELLER grants to CENTURION the non-exclusive use of the Premises rent-free from the date of closing until Sixty (60) days thereafter to allow CENTURION to conduct the Auction Sale and supervise removal of the Auction Assets. It shall also be SELLER's sole responsibility to provide and maintain adequate property casualty and liability insurance covering the Premises, invitees, employees, and the Auction Assets during the period covered by this Agreement. CENTURION acknowledges the license herein granted to it, and shall use the Premises subject to the following general terms and conditions.

- (a) CENTURION will use the Premises solely for the purposes of storing, exhibiting and selling the Auction Assets, including the Auction Sale thereof, and for any legal purpose reasonably related thereto, including without limitation, photographing the Auction Assets, cataloging the same, compiling information pertaining thereto and inviting to the Premises prospective purchasers and their agents.
- (b) CENTURION shall not alter the Premises or in any way assign its rights to the use of the Premises; provided, however, CENTURION, its employees or agents, shall not be responsible for the repair or restoration of any portion of the Premises from which the Auction Assets are removed, unless damaged by the gross negligence of CENTURION, its officers, agents, employees or invitees.

5. Representations and Warranties of SELLER SELLER hereby represents and warrants to CENTURION as follows:

- (a) SELLER owns the Auction Assets free and clear of any liens, security interests or encumbrances whatsoever.
- (b) SELLER has paid all taxes (whether arising pursuant to federal state, city or local taxation statutes or ordinances, or otherwise) which have been levied against it and/or the Auction Assets which were heretofore due, and has made provision for the payment of all taxes (whether arising pursuant to federal, state, city or local taxation statutes or ordinances, or otherwise) which in the future may be levied against it and/or the Auction Assets.
- (c) SELLER has received no notice from any government agency or other authority that it is in violation of any existing federal or state environmental law or regulation pertaining to the Auction Assets.

6. Representations and Warranties of CENTURION. CENTURION hereby represents and warrants to SELLER that it has all requisite power and authority to operate its business as it is now being conducted, and has complete and unrestricted power to enter this Agreement and to perform the acts it is to perform under this Agreement. All necessary action has been taken to authorize the execution and performance of this Agreement by CENTURION. Statement of Compliance with Alabama Code Section 31-13-9. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

7. Entire Agreement Modification. This Agreement shall not be changed, modified, altered or amended except by written agreement duly executed by all parties.

8. Choice of Law. It is the intention of the parties that the laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties. The parties further agree that, in the event of a dispute arising hereunder, they shall submit themselves to the jurisdiction of any court of competent jurisdiction in the State of Alabama.

9. Indemnification. SELLER and CENTURION shall each be responsible for any and all liability resulting from the acts and/or omissions

of their respective employees, officers, directors, agents and contractors. Neither party shall be liable for any liability resulting from the acts and/or omissions of the other party's employees, officers, directors, agents and contractors.

10. Cooperation by SELLER. SELLER shall in all respects cooperate with and further the interests of CENTURION in discharging SELLER'S duties under this Agreement as required by any applicable statute or regulation, and by this Agreement, and shall refrain from all acts that would reasonably tend to interfere with CENTURION in discharging CENTURION'S duties under this Agreement or as required by statute or regulation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

CENTURION SERVICE GROUP LLC

Jefferson County d/b/a Cooper Green Mercy Health Services

James A. Stephens, President - Jefferson County Commission

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

Jul-16-2015-568

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Medestar to provide medical staffing and locum tenens services for the period July 16, 2015 - July 16, 2016 in the amount of \$67,080.

Agreement for Medical Staffing and Locum Tenens Services

This agreement to provide locum tenens services (the "Agreement") is executed on July 16, 2015 ("Effective Date") between THMED, LLC d/b/a Medestar ("Medestar") and Jefferson County, Alabama d/b/a: Cooper Green Mercy Health Services ("Client"). This Agreement shall begin on the Effective Date and shall continue until July 16, 2016 ("Initial Term"), unless terminated earlier under the terms of this Agreement. On the anniversary date of the Initial Term and any subsequent terms ("Renewal Date"), this agreement may be renewed for two additional one-year terms upon written approval by both parties. Under the terms of this Agreement the Client seeks to obtain locum tenens services from Medestar and Medestar seeks to facilitate locum tenens services with Client.

Accordingly, the parties agree as follows:

1.0 MEDESTAR DUTIES:

1.1 Presentation: Medestar will use its best efforts to identify locum tenens healthcare providers ("Providers") that are acceptable to Client. A presentation is any reasonable notice by Medestar to Client, either verbally or in writing, of a Providers availability to perform services on behalf of Client. Medestar is not obligated to fill assignments under this Agreement. In the event a Provider who has accepted an assignment with Client cancels, Medestar will use its best efforts to furnish a replacement Provider but shall have no other liability.

1.2 Screening: Medestar will screen all Providers on behalf of Client prior to presenting Provider documents.

1.3 Verifications: Medestar will verify all state licenses, malpractice claims history, State Medical Board actions, and exclusion queries with the Excluded Parties List Service ("EPLS") and the Office of Inspector General ("OIG") for all Providers accepted for coverage by Client.

1.4 References: Medestar will obtain professional references for all Providers accepted for coverage by Client.

1.5 Confirmation Letter: Once Client accepts a Provider to perform services and before services commence, Medestar will provide Client with a "Confirmation Letter" with a detailed summary of the assignment for the accepted Provider.

1.6 Malpractice Insurance: Medestar will arrange malpractice insurance coverage for Providers with limits of at least \$1,000,000/\$3,000,000 unless higher or lower limits are required by a state or state Compensation Fund. In the event a Compensation Fund is required or recommended, Client shall pay such actual expenses charged by the state compensation Fund.

1.7 Logistics: Medestar will arrange Provider travel and lodging, on behalf of Client, according to the Confirmation Letter.

1.8 Billing: Medestar will bill Client for services performed by each Provider according to the terms provided in "Attachment A - Rate Order" (the "Order") and the Confirmation Letter.

1.9 Warranty: Medestar will assist in the verification of credentials of the Provider. However, Medestar does not make any warranties or representations regarding the Providers referred to Client. Client shall have exclusive and absolute responsibility of verifying the Providers background, qualifications and credentials.

1.10 Agency Orientation: Medestar shall perform an orientation with each Provider to Medestar's company policies and procedures, including Code of Conduct, Conflict of Interest, and HIPAA. This orientation does not include an orientation to the Client's practice, which will be conducted by Client in accordance with Section 2.14.

2.0 CLIENT DUTIES:

2.1 Acceptance: When reasonably possible Client will notify Medestar within forty-eight (48) hours of their intention to either accept or

decline a Provider. Client will also notify Medestar within forty-eight (48) hours if Client had prior knowledge of a Provider. If no response is received, Provider will be considered presented by Medestar.

2.2 Work Environment: Client will supply Providers with (i) a reasonable work schedule, (ii) reasonably maintained, usual and customary equipment and supplies, (iii) a suitable practice environment complying with acceptable ethical and procedural standards, and, as necessary, (iv) appropriately trained support staff, all so as to enable the provider to perform medical services on comparable terms to other practitioners in the same specialty at Client's facility.

2.3 Professional Fees: Client will obtain from each Provider, the right to bill, collect, and retain all professional fees for services rendered on behalf of Client.

2.4 Logistics Reimbursement: Medestar and Client have agreed to an "all-inclusive rate" and separate logistics reimbursement will not be required under this clause. This is an all-inclusive hourly rate. Client assumes no responsibility for housing, travel, local transportation or malpractice coverage.

2.5 Compliance: Client will comply with all relevant AMA, Federal, State and Local standards relating to patient care, the practice of medicine, and related activities.

2.6 Credentialing: Client shall pay all fees associated with privileging each Provider.

2.7 Payment: Client shall pay Medestar the fees and expenses specified in the Order and finalized in the Confirmation Letter for each Provider. By approving a Providers timesheet Client is certifying that the Provider has completed all required work, charting, and documentation. Client will not unreasonably refuse to approve a Provider timesheet.

2.8 Past Due Invoices: Client acknowledges that all invoices are "due upon receipt" and any invoice that is more than thirty (30) days past due shall bear interest at the rate of one and one-half percent (1½%) per month, or the maximum allowed by law, whichever is lower. Client shall pay Medestar all collection costs and expenses incurred by Medestar to enforce this agreement, including but not limited to attorney's fees, collection agency fees, costs and expenses.

2.9 Taxes: Client shall reimburse Medestar for the actual amount of any applicable state or local sales, gross, or similar tax (collectively "Taxes") imposed on fees paid to Medestar by Client for Provider coverage.

2.10 Definition of Affiliate: For purposes of this Agreement, an "Affiliate" of the Client includes, but is not limited to, an organization or person that has any form of direct business relationship with Client, or any successor to or assignee of Client. Should Client refer a Provider to an Affiliate for either permanent or temporary placement, Client will be billed for services rendered pursuant to Section 2.12, the Confirmation Letter, or the Order, as applicable.

2.11 Non Solicitation: Client shall not solicit any Providers presented to Client for two (2) years after the later of the date (a) Medestar presents Provider's availability to the Client, either verbally or in writing, (b) the Provider ceased providing services on behalf of Client, or (c) the termination of this Agreement for any reason, unless Client notifies Medestar within forty-eight (48) hours of the introduction that Client has prior knowledge of said Provider's availability. If a Provider presented by Medestar performs services on behalf of Client, or an affiliate, that were not arranged through Medestar then Sections 2.12 and 2.13 shall apply.

2.12 Permanent Placement: Client shall pay Medestar the permanent placement fee agreed to in the Order, for each Provider that Medestar presents to Client, who becomes a permanent employee of Client or an affiliate within two (2) years of the later of the date (a) Medestar presented Provider to Client, or (b) Provider ceased providing services on behalf of Client. Client will pay all outstanding invoices before a Provider begins performing any services on behalf of the Client, or an affiliate, in any capacity other than as an independent contractor under the terms of this Agreement. Client will pay Medestar a fee equal to \$250 per calendar day that any invoices remain outstanding and a Provider performs services on behalf of the Client or an affiliate as a permanent employee. Medestar will not refund any portion of a permanent placement fee after a Provider begins services as a permanent employee of Client.

2.13 Notice of Permanent Placement: Client will provide Medestar with a thirty (30) day notice of the Clients intent to convert a Provider to a permanent employee of Client or an affiliate. Client will pay Medestar a fee equal to \$250 for each calendar day notice was not provided.

2.14 Orientation: Client will perform an orientation with each Provider placed by Medestar. The scope of the orientation will include anything necessary to permit the Provider to safely perform the duties of the assignment. Client will share the contents of this orientation with Medestar to satisfy Joint Commission requirements.

3.0 CANCELLATION

3.1 Termination by Medestar: Medestar may terminate this agreement with thirty (30) days written notice. If termination is the result of Client's misrepresentation in the Agreement or in the Order, or breach of any obligations, prior notice is not required.

3.2 Termination by Client: Client may terminate this agreement or the services of any scheduled provider in writing, subject to the limitations included in Sections 3.3 and 4.5. When reasonable, Client agrees to counsel Provider on proper performance prior to canceling an assignment.

3.3 They Day Notice: Once Client has accepted a provider, either verbally or in writing, Client agrees that termination of the Provider's services by the Client for any reason other than those outlined in Section 3.4 shall not be effective until thirty (30) days after written notice of termination is received by Medestar. Client agrees to pay for all Provider hours that are scheduled, and confirmed in the Confirmation

Letter, through the effective date of termination.

3.4 Termination for Cause: If Client does not reasonably find the performance of any Provider to be appropriate, for reasons including, but not limited to intentional or unintentional dereliction of duties, gross negligence, or loss of hospital privileges, Client may immediately terminate the Provider without providing notice according to Section 3.3. Client shall provide written notice of such termination to Medestar as soon as is reasonably possible. Medestar will use its best efforts to replace provider in accordance with Section 1.1.

4.0 GENERAL PROVISIONS

4.1 Provider Qualifications: Client shall exercise independent judgment as to the professional qualifications of all Providers presented by Medestar.

4.2 Placement Agency: Client acknowledges that Medestar is a recruiting and placement agency and neither Medestar nor its employees are engaged or licensed in the practice medicine and shall have no control as to the means or the quality of medical services furnished by any Provider, nor shall Medestar have any right or responsibility for making any determinations regarding Provider's professional service assignments, schedule, or practice. Medestar shall have no liability for any injury or any loss to any party relating to, or in any way arising out of Provider's professional services at or on behalf of Client.

4.3 Representations: Client and Medestar each represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. Further, each party represents that to the best of its reasonable knowledge its currently practicing staff, to include for Medestar its Providers and for Client its physicians and applicable healthcare staff (collectively the "Staff"), are not currently excluded from participating in Medicare, Medicaid, or any other government programs which are reported on the OIG or GSA lists of excluded parties. In the event an investigation of a party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching party may immediately terminate this Agreement.

4.4 Independent Contractors: Client acknowledges that Providers placed under this Agreement shall perform professional services as independent contractors and all payments made by Medestar to Providers are made on behalf of Client. Medestar acts as a temporary placement agency. Because Providers are not employees of Medestar or Client, neither Medestar nor Client provide employee Social Security insurance, Worker's Compensation insurance, unemployment insurance, or health insurance for the Providers. Furthermore, neither Medestar nor Client shall be responsible for any income, Social Security, Medicare, or self-employment taxes, whether state or federal."

4.5 Non-discrimination: Client shall not seek to terminate a Provider's placement, nor refuse to utilize a Provider's services for a discriminatory reason, including the Provider's race, sex, national origin, religion, age, disability, marital status, sexual orientation, veteran status, or any other protected classification.

4.6 Indemnification: Both Client and Medestar will indemnify and defend each other from all claims and costs that arise from unsafe workplace conditions, occupational safety or health law violations, or acts or omissions of Client's personnel or other contractors.

4.7 Improper Use: Client shall not use any information provided to it by Medestar regarding Provider in an unlawful manner, or for any unlawful or improper purposes.

4.8 Statement of Compliance with Alabama Code Section 3i-i3-9: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

4.9 Quality Improvement: Medestar will perform all duties required under this agreement in accordance with the requirements of its certification by the Joint Commission. Client will work with Medestar to meet these standards, to the extent that it does not interfere with Client operations and will assist Medestar with the actions necessary to maintain certification, which includes, but is not limited to the following: completing peer reviews for all Providers, reporting incidents to Medestar in a timely manner, reassigning Providers only to areas where they possess the clinical skills required for that area, conducting orientation for Providers placed with Client, and adhering to all applicable federal, state, regulatory and Joint Commission standards.

4.10 Agreement Modifications: This Agreement may only be amended, modified, or waived when confirmed in writing by both parties.

4.11 Client Warranties: Client represents and warrants to Medestar that it is lawfully organized and is in good standing in the State in which its principal office is located, the Client's name in the introductory paragraph of this Agreement is Client's true, correct and complete legal name, and the person executing this Agreement, the Order, Confirmation Letters and any amendments has been or will be fully authorized to do so on behalf of and as a binding act of Client.

4.12 Dispute resolution: This agreement will be governed in accordance with the laws of the State of Alabama. Any dispute rising out of this agreement shall be decided by a court of competent jurisdiction in the Birmingham Division of the Circuit Court for Jefferson County, Alabama. This agreement is deemed accepted by client in the State of Texas.

4.13 Severability: If any section of this Agreement is determined to be unenforceable or invalid all other sections will remain enforceable and valid to the greatest extent allowed by law. Sections 2.7, 2.8, 2.9, 2.10, 2.11, 2.12, 2.13, and all of Section 4 shall survive the expiration or cancellation of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed and effective as of the Effective Date.

MEDESTAR

Jefferson County, Alabama

John G. Martin, CEO

James A. Stephens, President - Jefferson County Commission

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

Jul-16-2015-569

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that eleven (11) metal detectors be declared surplus and removed from inventory. The machines are identified as follows: Garrett Model PD 6500, serial numbers 34086066, 34086067, 34086068, 34086069, 34086070, 34086072, 34086073, 49391650, 49391651 and 52020732.

BE IT FURTHER RESOLVED that the machines be donated to the Jefferson County Board of Education.

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

Jul-16-2015-570

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Change Order No. 1 to the Agreement between Jefferson County, Alabama and P&M Mechanicals, Inc. to relocate and modify access steps and handrails for Cooling Tower 1 and Cooling Tower 2 at the 2121 Building in the amount of \$5,642.45.

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

Jul-16-2015-571

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Professional Services Agreement between Jefferson County, Alabama and Poole & Company Architects, LLC to provide services as needed for IBC, NFPA 70E code review, interpretation for compliance recommendations, design, and preparation of specifications, advertisement and contract administration. In addition the scope includes preliminary and subsequent renovation budget development as needed for the Capital renovation program and AutoCAD services as needed for BOMA standard compliance program for the period July 1, 2015 - June 30, 2018 in the amount of \$105,000.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT entered into this July 1, 2015, by and between Jefferson County Commission, hereinafter called "the County, and Poole and Company Architects, LLC located at 2 North 20th Street, Suite 1610, Birmingham, Alabama 35203, hereinafter called "the Architect."

WHEREAS, the County desires to contract for Professional Architectural services.

WHEREAS, the Architect desires to furnish said services to the General Services Department;

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

ENGAGEMENT OF ARCHITECT: The County hereto agrees to engage the Architect and the Architect hereby agrees to perform the services hereinafter set forth.

SCOPE OF SERVICES: The scope of services include; Professional Architectural services as needed for IBC, NFPA 70E code review, interpretation for compliance recommendations, design, and preparation of specifications, advertisement and contract administration. In addition the scope includes preliminary and subsequent renovation budget development as needed for the Capital renovation program and AutoCAD services as needed for BOMA standard compliance program.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for three (3) years beginning July 1, 2015 through June 30, 2018.

COMPENSATION: Compensation shall be based on the attached "Hourly rates schedule" with a budget of thirty five thousand (\$35,000) dollars per year, total project value of one hundred and five thousand dollars (\$105,000). Invoices pay upon receipt.

REIMBURSABLE EXPENSES: Reimbursable expenses will include printing, reprographic services, CADD plotting, travel, delivery, courier and shipping and other miscellaneous in-house and outside services incurred while providing said service will be billed at cost. Fees for sub consultants will be at rate of (x 1.1) times their invoiced amount.

NOTICES: Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent via certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following addresses or to any other person at any other address as may be designated in writing by the parties:

Architect: Poole and Company Architects, LLC
Attention: John Poole
2 North 20th Street, Suite 1610
Birmingham, Alabama 35203

Copy to: Jefferson County General Services
Attention: Jeffrey Smith, Director
716 Richard Arrington Jr. Blvd. North
Room 1
Birmingham, AL 35203

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative.

Architect	Jefferson County, Alabama
John Poole	James A Stephens
President	Commission President

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

Jul-16-2015-572

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Grace House Ministries to fund the annual Hats Off Luncheon fund raiser in the amount of \$1,000.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Grace House Ministries ("Grace") applied for a grant of funds for \$1,000.00; and

WHEREAS, GRACE is a 501 (c) (3) organization which seeks funding for their annual Grace House Hats off Luncheon fundraiser which is their second largest fundraiser. All funds raised from the Hats off Luncheon go towards their annual budget that supports different programs and activities provided by Grace House Ministry; and

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

WHEREAS, Commission Sandra Little Brown has recommended funding of \$1,000.00 to GRACE, and the grant of such funds serves a good and sufficient public purpose.

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 September 30, 2015.
2. The County shall pay to GRACE a lump sum payment of \$1,000.00 upon execution of this agreement.
3. GRACE shall use the public funds to fund their Grace House Hats off Luncheon fundraiser which will raise money for their various programs and activities which aide's girls, that call Grace House home, to break the cycle of abuse and be successful.

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

4. GRACE, shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report

describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by October 30, 2015, whichever shall occur first.

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

6. GRACE 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. GRACE 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 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 GRACE, 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 or 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.

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

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

Grace House Ministries

Jefferson County, Alabama

Pamela R. Phipps, Executive Director

James A. Stephens, President - Jefferson County Commission

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

Jul-16-2015-573

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 Engineering Service Associates for the McAdory Storm Shelter. The modification is to modify the scope of work to include extensive site design to address wet conditions, additional survey and percolation testing for drip irrigation septic system, redesign from using wastewater package plant to drip irrigation septic system, ROW description and drawings for on-site wastewater treatment system, specification revisions due to change design, additional construction administration cost due to increase design elements. The additional cost associated with the amendment shall be \$32,640.16 for the contract with Engineering Service Associates. The total compensation to Engineering Service Associates shall be \$128,138.161. All other terms and conditions of the original contract shall remain the same. The project is funded with Federal CDBG-DR funds. This project is from the 2013 program year.

AMENDMENT TO CONTRACT #1

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and Engineering Service Associates, hereinafter called "the Contractor" for grant allocation PY13/FY15. The effective date of this agreement shall be January 8, 2015.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract;

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

The contract between the parties which was approved by the Jefferson County Commission on January 8, 2015, in Minute Book 167, Page 396, is hereby amended as follows:

The purpose of this Modification is to amend the scope to include the following:

Extensive Site Design to Address Wet Conditions Additional Survey and Percolation Testing For Drip Irrigation Septic System Re-Design From Using Wastewater Package Plant to Drip Irrigation Septic System ROW Description And Drawings For On-Site Wastewater Treatment System Specification Revisions Due 'l'o Uhange Design Additional Construction Administration Cost Due To Increase Design Elements.

The modifications is for the McAdory Community Storm Shelter. The additional cost shall be \$32,640.16 for the contract with Engineering Service Associates. The total compensation to Engineering Service Associates shall be \$128,138.16. All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY, AL

James A. Stephens, President - Jefferson County Commission

CONSULTANT

Dale E. Story, PE, Chief Engineer

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

Jul-19-2015-574

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign Amendment #1 to the agreement with The Law Office of Deborah Byrd Walker. The amendment increases the contract by \$2,757.50 and extends the contract period to June 30, 2015. All other terms of the agreement remains unchanged.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and The Law Office of Deborah Byrd Walker, hereinafter called "the Contractor" for grant allocation PY 2014. The effective date of this agreement shall be February 5, 2015.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract;

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

The contract between the parties which was approved by the Jefferson County Commission on February 5, 2015, in Minute Book 167, Page(s) 494, is hereby amended as follows:

The purpose of Modification 1 is to increase the contract \$2,757.50 and to extend the contract three months. The amended agreement amount is \$9,257.50 and the new contract ending date is June 30, 2015. All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY, AL

James A. Stephens, President - Jefferson County Commission

The Law Office of Deborah Byrd Walker

Deborah Byrd Walker

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

Jul-16-2015-575

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 Coston General Contractors, Inc. The purpose of this Modification is to change the scope of work and extend the contract period 60 days for the Rosedale Sidewalk Improvements Phase III (CDBG13- 03L-M05-RS3). The additional work shall include providing a longer length of bank stabilization and improving pedestrian safety by extending the retaining wall by an additional 40 LF and railing by 40 LF. The cost associated with this modification shall be \$15,796.80. The total cost associated shall be \$110,069.05. The new completion date shall be September 23, 2015.

All other terms and conditions of this contract shall remain the same. This project is funded with Federal CDBG funds from the 2013 program year.

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

Jul-16-2015-576

WHEREAS, a mortgage was executed by Joseph H. & Michelle M. Snider for the purchase of a property at 5304 15th Street South, Bessemer, AL 35020 and recorded on January 24, 1995 in Real 1068, Page 405 and recorded in Real 1071, Page 939 in the Probate Office of Jefferson County, Alabama; and

WHEREAS, the owner(s) have fulfilled all obligations stipulated in the mortgage and have not defaulted on said mortgage.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that a Full Satisfaction of Mortgage be executed to release and satisfy said mortgage.

NOW THEREFORE BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute said Full Satisfaction of Mortgage on behalf of the County.

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

Jul-16-2015-577

NOW THEREFORE BE IT FURTHER 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 Hatch Mott McDonald, for the West Highland Water Improvements Project (CDBG10-03J-U02-WHL). The purpose of this Modification is change the scope of work and to extend the time of the contract. The additional work shall include redesign of drawings, conduct a survey, prepare a legal description and boundary map. The cost associated with this modification shall be \$7,750.00. The total cost associated shall be \$61,800.00 and the new completion dates shall be August 5, 2015. All other terms and conditions of this amended contract shall remain the same. This project is funded with Federal CDBG funds from the 2010 program year.

AMENDMENT TO CONTRACT #5

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and Hatch Mott McDonald, hereinafter called "the Contractor" for grant allocation PY10. The effective date of this agreement shall be September 27, 2011.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract;

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

The contract between the parties which was approved by the Jefferson County Commission on September 27, 2011 in Minute Book 162, Page 259, and amended on February 14, 2013, in Minute Book 164 Page 408, and amended on February 13, 2014 in Minute Book 166, Page 86, and amended on October 29, 2014, in Minute Book 167 Pages 214-214, is hereby amended as follows:

The purpose of this Modification is change the scope of work and to extend the time of the contract with Jefferson County Commission and Hatch Mott McDonald, for the West Highland Water Line Project (CDBG10-03J-U02-WHL). The additional work include redesign of drawings, conduct a survey, prepare a legal description and boundary map. The cost associated with this modification shall be \$7,750.00. The total cost associated shall be \$61,800.00 and the new completion dates shall be August 5, 2015. All other terms and conditions of this amended contract shall remain the same. This project is funded with Federal CDBG funds from the 2010 program year.

JEFFERSON COUNTY, AL

James A. Stephens, President - Jefferson County Commission

CONSULTANT

Senior Project Manager

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

Jul-16-2015-578

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and he is authorized, directed and empowered to execute an Agreement between Jefferson County, Alabama and Sentell Engineering Inc., for the provision of engineering services in connection with the McDonald Chapel Storm Shelter. The fee for these services shall not exceed \$108,302.00 and will be paid in full with CDBG-DR federal funds. This project is from the Program Year 2012.

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

Jul-16-2015-579

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Agreement with Corporate Cost Control to provide unemployment cost control services for FY 2015-2016 in the amount of \$5,600.

Contract Amendment No. 1

This amendment to Contract to be effective on the 1st day of October, 2012, between Jefferson County, Alabama, hereinafter called "the County" and Corporate Cost Control hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the County desires to amend the contract for Unemployment Cost Control services; and

WHEREAS, the Contractor wishes to amend said Contract;

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

The Contract between the parties entered into on the 1st day of October, 2014 which was approved by the Commission in a resolution dated August 28, 2014 attached hereto and recorded in Minute Book 166 Page(s) 582 - 585 is hereby amended as follows:

Amend the Terms of Work paragraph as follows: The term of this contract is extended from October 1, 2015 through September 30, 2016.

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

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Jefferson County Commission

James A. Stephens, President

CONTRACTOR:

Corporate Cost Control

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

Jul-16-2015-580

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

Freedom Reporting to provide transcription services for FY2015-2016 in the amount of \$25,000.

Motion was made by Commissioner Carrington seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye"

Carrington, Knight, Bowman, Brown and Stephens.

Jul-16-2015-581

WHEREAS, Jefferson County has received approval from the Senior Service America SCSEP for a Title V of the Older Americans Act of 1965 for grant assistance; and

WHEREAS, the original award is \$601,514.00 and the total local match amount is \$78,037.00 for a total award of \$679,551.00 for the period July 1, 2015 - June 30, 2016.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute the Title V SCSEP of the Older Americans Act of 1965 grant agreement and general conditions.

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

Jul-16-2015-582

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Aldridge Gardens to provide funding assistance for educational programs in the amount of \$2,500.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Aldridge Gardens ("Aldridge Gardens") applied for a grant of funds for \$2,500.00; and

WHEREAS, ALDRIDGE GARDENS is a 501(c)(3) organization which seeks assistance with funding its 2015-2015 educational programs and services. More specifically, with the implementation of an Adult Education Program; Children and Family Education Program; Summer Camps and Community Education Events; and

WHEREAS, ALDRIDGE GARDENS meets the eligibility requirements of the Program; and

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

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 September 30, 2015.
2. The County shall pay to ALDRIDGE GARDENS a lump sum payment of \$2,500.00 upon execution of this agreement.
3. ALDRIDGE GARDENS shall use the public funds to assist with implementation of its adult, children & family educational programs, as well as summer camps and community educational events.

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

4. ALDRIDGE GARDENS, shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by September 30, 2015, whichever shall occur first.

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

6. ALDRIDGE GARDENS, representatives signed below, certify 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. ALDRIDGE GARDENS, 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 of 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 ALDRIDGE GARDENS, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest 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 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 above, 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.

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

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

ALDRIDGE GARDENS

Tynette Lynch, Chief Executive Officer

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

Jul-16-2015-583

WHEREAS, the County of Jefferson Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made on within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: STPBH-3715(252) Resurfacing Various Eligible Roads/Streets in Jefferson County.

- Site 1: 15th Street from 26th Avenue in Hueytown to CR-46 (Warrior River Bend) (Sheet 1A)
- Site 2: CR-112 (Flat Top Road) from Bessie Mines Road to Arrow Lane (Sheet 1B)
- Site 3: Columbiana Road from Gentilly Drive to the South End of Bridge over Shades Creek (Sheet 1C)
- Site 4: CR-80 (New Mulga Loop Road) from SR-269 (Birmingham Road) to Birmingham City Limits (Sheet 1D)

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

WHEREAS, the Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the County will agree to certain requirements of the Federal Highway Administration. The County for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT RESOLVED by the Commission of Jefferson County, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this County and which are now on file in the office of the County Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The County by and through its Commission hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted.

The County hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

N/A - This project does not require permanent barricade or relocation of any intersection streets.

Please refer to: Project Notes

(Sheets 2I- 2L)

Please refer to: Traffic Signal Plan Notes (Sheets 2M - 2P)

Please refer to: Traffic Control Notes (Sheets 2 - 2V)

Please refer to: Sequence of Construction and Traffic Control Plan (Sheets 6 -17)

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

BE IT FURTHER RESOLVED by this County Commission:

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

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

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 16th day of July, 2015.

ATTEST

James A. Stephens

County Clerk

Commission President

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

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

Jul-16-2015-584

BE IT RESOLVED, by the County Commission of Jefferson County, Alabama as follows:

1. That the County enters into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

Construction Agreement for Project STPBH-7002 (), Project Reference Number 100063665 for CR-52 (Morgan Road) from I-459 to CR-2 (South Shades Crest Road), structure demolition in Jefferson County; which Agreement is before this Commission.

2. That the Agreement be executed in the name of the County, by the President of the County Commission, for and on its behalf.
3. That the Agreement be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such agreement be kept on file by the County Clerk.

Passed, adopted and approved this 16th day of July, 2015

ATTESTED:

James A. Stephens

County Clerk

President, County Commission of Jefferson County, Alabama

AGREEMENT FOR CONSTRUCTION
BETWEEN THE STATE OF ALABAMA
AND JEFFERSON COUNTY, ALABAMA

Project STPBH-7002 ()

Project Reference Number 100063665

CR-52 (Morgan Road) from I-459 to CR-2

(South Shades Crest Road), Structure Demolition in Jefferson County

This Agreement is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and Jefferson County, Alabama, hereinafter referred to as COUNTY; in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA; and

WHEREAS, a Transportation Improvement Program has been developed for the Birmingham Urbanized Area and certain transportation improvements and priorities are listed therein; and

WHEREAS, it is in the public interest for the STATE and the COUNTY to cooperate toward the implementation of the Transportation Improvement Program; and

WHEREAS, the STATE and the COUNTY desire to cooperate in a construction program for CR-52 (Morgan Road) from I-459 to CR-2 (South Shades Crest Road), structure demolition in Jefferson County.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) This Agreement will cover all aspects of construction for the proposed improvements, including construction engineering and inspection costs during the course of the work, all in accordance with plans approved by the STATE.
- (2) Funding for this Agreement is subject to availability of Federal funds at the time of authorization. Any deficiency in Federal Aid, or overrun in construction costs will be borne by the COUNTY. In the event of an under run in construction costs, the amount of Federal funds will be the amount shown in this Agreement, or 80 percent of eligible costs, whichever is less.
- (3) This Project will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent COUNTY funds. The estimated cost and participation by the various parties is as follows:

	Total	Estimated	Estimated
	Estimated	Federal	COUNTY
	Cost	Funds	Funds
Construction, including			
engineering and inspection	\$250,000	\$200,000	\$50,000
TOTAL	\$250,000	\$200,000	\$50,000

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the COUNTY will be billed for its proportional share as above noted and the COUNTY agrees to pay same to STATE; or in the event the cost is less than the estimate, the COUNTY will receive a refund accordingly from the STATE.

- (4) Any cost for work not eligible for Federal reimbursement will be financed 100 percent by the COUNTY, which payment will be reflected in the final audit.
- (5) The COUNTY will coordinate any required adjustments to utilities with the utility company involved in accordance with usual STATE procedures. Any utility expenses involved which are eligible for STATE reimbursement or payment under State law will be considered as a part of the Project cost and will be paid as provided herein, with the COUNTY paying for its proportional share. The STATE will not be liable for utility expenses which are not eligible for STATE reimbursement or payment under State law.
- (6) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.
- (7) The construction of the improvements will be by contract and the STATE will be responsible for advertisement and receipt of bids and for the award of the contract.

Following receipt of bids and prior to the award of the contract, the STATE will invoice the COUNTY for its prorata share of the estimated construction cost as reflected by the bid of the successful bidder, plus the engineering and inspection cost, and the COUNTY will promptly pay this estimated cost before award of the contract. The STATE will not award the contract until it is in receipt of the estimated cost payable by the COUNTY as reflected by the bid of the successful bidder, plus the engineering and inspection. All required off-site testing shall be the responsibility of the Alabama Department of Transportation. All on-site engineering, inspection, and testing (including obtaining and delivery of test specimens to the Alabama Department of Transportation testing facility) shall be the responsibility of the COUNTY or its designated representative.

(8) Upon completion and acceptance of the work by the STATE, the COUNTY will assume full responsibility for maintenance of that part of the facility which is not part of the State Highway Maintenance System.

(9) The COUNTY agrees that in the event the FHWA determines, under its rules and/or regulations that Federal funds expended on this Project (including but not limited to delay of the projects, or delay of projects contemplated to be developed and accomplished in sequence to the current projects) must be refunded to the FHWA, the COUNTY shall reimburse and pay to the STATE for and on behalf of FHWA, a sum of money equal to the total amount of STATE and Federal funds.

(10) It is clearly understood by the parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein.

(11) A final audit will be made of all Project records after completion of the Project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414 and a final financial settlement will be made between the parties as reflected by the audit.

(12) To the extent permitted by law, the COUNTY shall defend indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work or maintenance of the roadway and/or shoulders by the COUNTY, provision of any services or expenditure of funds required, authorized or undertaken by the COUNTY pursuant to the terms of this Agreement, or any damage, loss, expense, bodily injury, or death, or injury to or destruction of tangible property (other than the work itself), including loss of use resulting therefrom, caused in whole or in part by the deliberate, intentional, wanton, reckless, fraudulent or negligent acts of the COUNTY, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its agents, servants or employees, or anyone whose acts the COUNTY may be liable.

(13) By entering into this Agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this Agreement creates an agency relationship between the parties.

(14) By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

(15) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.

(16) This Agreement will remain in effect, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination.

(17) Nothing will be construed under the terms of this Agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th Law).

(18) Exhibits M and N are attached and hereby made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of approval of the Governor of Alabama.

ATTEST:

JEFFERSON COUNTY, ALABAMA

County Clerk

James A. Stephens, President, County Commission of Jefferson County

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED AND APPROVED AS TO FORM AND CONTENT:

Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

East Central Region Engineer, DeJarvis Leonard, P. E.

Multimodal Transportation Engineer, Robert J. Jilla

Chief Engineer, Ronald L. Baldwin, P. E.

STATE OF ALABAMA ACTING BY AND THROUGH THE ALABAMA DEPARTMENT OF TRANSPORTATION

Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this _____ day of _____, 20

GOVERNOR OF ALABAMA, ROBERT BENTLEY

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of Roads and Transportation, and the Director of Environmental Services, the President of the Commission is hereby authorized to execute the attached G & G Events Center #1277 Sanitary Sewer Deed of Exchange between Jefferson County and Gary Todd Singleton, Jr. This will convey the portion of the original sanitary sewer right-of-way lying outside of that which is needed for the current location of the sewer line. In exchange, Jefferson County will receive a sanitary sewer right-of-way for the existing sewer line.

G & G Events
#1277

THIS INSTRUMENT PREPARED BY:
Alan K. Dodd, Sr. Land Acquisition Agent
Jefferson County Courthouse, Ste. A-200
716 N. Richard Arrington, Jr., Blvd.
Birmingham, AL 35203

DEED OF EXCHANGE FOR SANITARY SEWER RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One and 00/100 Dollars (1.00) cash in hand paid by Jefferson County, Alabama, the receipt whereof is hereby acknowledged, Gary Todd Singleton, Sr. does hereby grant, bargain, sell and convey unto the said Jefferson County, a political subdivision of the State of Alabama, its successors and assigns, a right-of-way and easement for sanitary sewer purposes, including the installation and maintenance of sewer pipelines, underground and on the surface, and underground and surface support facilities, including stations, access points, stub outs and manholes, said right-of-way and easement being located in Jefferson County and described as follows:

Commence at the SW corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 20, Township 17 South, Range 3 West and run Easterly along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for 752.90 feet; thence continue along the last stated course for 116.68 feet to the Point of Beginning of a sanitary sewer easement lying 10 feet each side of, parallel to and abutting the following described line; thence $92^{\circ}29'24''$ left and run Northerly for 25.49 feet to the center of an existing sanitary sewer manhole; thence $88^{\circ}50'29''$ left and run Westerly for 91.09 feet to the end of said easement. The outer boundaries of said sanitary sewer easement being extended or trimmed as necessary to terminate at the property lines of the grantor.

For the consideration aforesaid, the undersigned do grant, bargain, sell and convey unto said County the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said strip and the right to cut and keep clear all trees, undergrowth and other obstructions on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip, and the right to prohibit the construction or maintenance of any improvement or obstruction (except fencing) or the placement of spoil or fill dirt or heavy equipment or heavy objects on, over, across or upon said area herein conveyed without the written permission from Jefferson County.

In consideration of the benefit to the property of the undersigned by reason of the construction of said sewer facility, the undersigned hereby release Jefferson County, the State of Alabama, and/or the United States of America, and/or any of their agents, from all damages present or prospective to the property of the undersigned arising or resulting from the construction, maintenance and repair of said improvement, and the undersigned do hereby admit and acknowledge that said sewer facility, if and when constructed, will be a benefit to the property of the undersigned.

The undersigned Gary Todd Singleton, Sr. covenants with said Jefferson County that it is seized in fee-simple of said premises and has a good right to sell and convey the same and that the same are free from all encumbrances, and the undersigned will warrant and defend the title to the aforegranted strip of ground from and against the lawful claims of all persons whomsoever.

In consideration of the above conveyance, Jefferson County, Alabama, a political subdivision of the State of Alabama, to the extent that it maintains any ownership or interest, does remise, release, quit claim and convey to the said Gary Todd Singleton, Sr. all rights, title, interest, and claim in or to the following described real estate (excepted from this conveyance is any portion of the below described easements lying within the above described parcel of sanitary sewer right-of-way being conveyed to Jefferson County by this instrument), such property being more particularly described as follows, to-wit;

A portion of that certain 25 foot Sanitary Sewer Easement described in Instrument 9414/5384 as recorded in the Birmingham Probate Office of Jefferson County, Alabama. Being more particularly described as follows:

A 25' wide strip of land situated in the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 20, Township 17 South, Range 3 West lying 12.5 feet each side of the following described centerline:

Commence at SW corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section and run Easterly 876.00 feet along the Southerly line of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence angle left $90^{\circ}00'$ and run Northerly 12.5 feet to the point of beginning; thence angle left $90^{\circ}00'$ and run Westerly 110.51 feet to a point on the

Northwesterly line of the property conveyed to Gary Todd Singletary, Sr. in deed book 201220, page 16706.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this _____ day of _____, 2015.

Gary Todd Singleton, Sr.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals, all on this _____ day of _____, 2015.

JEFFERSON COUNTY, ALABAMA

JAMES A. STEPHENS, President

Jefferson County Commission

Attest:
Minute Clerk

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

Jul-16-2015-586

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of Roads and Transportation, and the Director of Environmental Services, the President of the Commission is hereby authorized to execute the attached Sanitary Sewer Right-of-Way Deed of Exchange between Jefferson County and Vestavia Hills Investment Partners, LLC for Sprouts Farmer's Market Ref. #5-40565. Jefferson County will receive a sanitary sewer right-of-way for the existing sewer line in exchange for the release of an abandoned sewer right-of-way.

Sprouts Farmers Market Sewer
Sanitary Sewer Reference #5-40565

THIS INSTRUMENT PREPARED BY
Kelly Watson, Land Acquisition Agent
Right-of-Way Division
Jefferson County Roads and Transportation
A200 Courthouse
Birmingham, AL 35203

DEED OF EXCHANGE FOR SANITARY SEWER RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One and 00/100 Dollars (1.00) cash in hand paid by Jefferson County, Alabama, the receipt whereof is hereby acknowledged, Vestavia Hills Investment Partners, LLC, does hereby grant, bargain, sell and convey unto the said Jefferson County, a political subdivision of the State of Alabama, its successors and assigns, a right-of-way and easement for sanitary sewer purposes, including the installation and maintenance of sewer pipelines, underground and on the surface, and underground and surface support facilities, including stations, access points, stub outs and manholes, said right-of-way and easement being located in Jefferson County and described as follows:

An Easement over and across a parcel of land situated in the Northeast one-quarter of the Southwest one-quarter of Section 30, Township 18 South, Range 2 West, Jefferson County, Alabama being more particularly described as follows;

Line S1

Commencing at a set nail marking the Southwest corner of Lot 1 Alabama Power Company Resurvey as recorded in Map Book 188, Page 71 in the Office of the Judge of Probate of Jefferson County, Alabama said point also lying on the Easterly right of way of U.S. Highway 31 also known as Montgomery Highway (right of way varies); thence run in a Northwesterly direction along said Easterly right of way and along the West lot line of said Lot 1 for a distance of 18.01 feet to the POINT OF BEGINNING of a 20 foot sanitary sewer Right of Way lying 10 feet on each side of, parallel to and abutting the following described centerline; thence deflect right 66 degrees 26 minutes 06 seconds and run in a Northeasterly direction for a distance of 147.95 feet; thence deflect right 33 degrees 31 minutes 07 seconds and run in a Northeasterly direction for a distance of 132.95 feet; thence deflect left 81 degrees 08 minutes 35 seconds and run in a Northerly direction for a distance of 245.76 feet; thence deflect left 90 degrees 00 minutes 00 seconds and run in a Westerly direction for a distance of 75.37 feet; thence deflect right 52 degrees 54 minutes 05 seconds and run in a Northwesterly direction for a distance of 34.46 feet; thence deflect right 34 degrees 56 minutes 10 seconds and run in a Northerly direction for a distance of 1.19 feet to the grantor's property line and the end of said Right of Way.

For the consideration aforesaid, the undersigned do grant, bargain, sell and convey unto said County the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said strip and the right to cut and keep clear all trees, undergrowth and other obstructions on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in

and about said public use of said strip, and the right to prohibit the construction or maintenance of any improvement or obstruction (except fencing) or the placement of spoil or fill dirt or heavy equipment or heavy objects on, over, across or upon said area herein conveyed without the written permission from Jefferson County.

In consideration of the benefit to the property of the undersigned by reason of the construction of said sewer facility, the undersigned hereby release Jefferson County, the State of Alabama, and/or the United States of America, and/or any of their agents, from all damages present or prospective to the property of the undersigned arising or resulting from the construction, maintenance and repair of said improvement, and the undersigned do hereby admit and acknowledge that said sewer facility, if and when constructed, will be a benefit to the property of the undersigned.

The undersigned Vestavia Hills Investment Partners, LLC, covenant with said Jefferson County that it is seized in fee-simple of said premises and has a good right to sell and convey the same and that the same are free from all encumbrances, and the undersigned will warrant and defend the title to the aforegranted strip of ground from and against the lawful claims of all persons whomsoever.

In consideration of the above conveyance, Jefferson County, Alabama, a political subdivision of the State of Alabama, to the extent that it maintains any ownership or interest, does remise, release, quit claim and convey to the said Vestavia Hills Investment Partners, LLC, all rights, title, interest, and claim in or to the following described real estate (excepted from this conveyance is any portion of the below described easements lying within the above described parcel of sanitary sewer right-of-way being conveyed to Jefferson County by this instrument), such property being more particularly described as follows, to-wit;

A portion of that certain 15 foot Sanitary Sewer Easement described in Instrument Real 1076 Page 420 as recorded in the Birmingham Probate Office of Jefferson County, Alabama. Being more particularly described as follows:

Said right of way being 15 feet in width, or 7.5 feet on each side of a centerline located, and described as follows, and situated in the Northeast ¼ of the Southwest ¼ of Section 30, Township 18 South, Range 2 West, Jefferson County, Alabama, to-wit:

Commence at the Southerly corner of Lot 1, of a Resurvey of Mello Lite Farms, Inc., and South Birmingham Heights as recorded in Map Book 100, Page 58, in the office of the Judge of Probate of Jefferson County, Alabama, and run in a westerly direction along the south line of said Lot 1, for a distance of 7.52 feet to a point on the centerline of a 15 foot wide easement for a sanitary sewer; said point being the point of beginning; thence 130°17' to the left in a Southeasterly direction and along the centerline of said easement for a distance of 133.80 feet to a point; thence 46°57' to the right In a Southwesterly direction and along the centerline of said easement for a distance of 307.20 feet to a point; thence 83°27' to the right in a westerly direction and along the centerline of said easement and 10 feet North of and parallel to the southerly line of Lot 8, Mello Lite Farms, Inc. Survey as recorded in Map Book 25, Page 35, in the office of the Judge of Probate of Jefferson County, Alabama, for a distance of 169.00 feet (more or less) to a point on the easterly R.O.W. line of U. S. Highway 31; said point being the point of ending.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this _____ day of _____, 2015.

Vestavia Hills Investment Partners, LLC.

JEFFERSON COUNTY, ALABAMA

JAMES A. STEPHENS, President

Jefferson County Commission

Attest: Minute Clerk

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

Communication was read from Roads & Transportation recommended the following;

1. AT&T Corporation to install 13,000' of buried and aerial cable on Lou George Loop Road and Loveless Park Loop Road in McCalla.

Motion was made by Commissioner Carrington seconded by Commissioner Brown that the Utility Permits be approved. Voting “Aye” Carrington, Brown, Bowman, Knight and Stephens.

Jul-16-2015-587

WHEREAS, the Jefferson County Commission is committed to improving local transportation infrastructure for its citizens; and
WHEREAS, the Jefferson County Commission is committed to addressing critical needs in our transportation system such as safety

and access to local residencies and industries; and

WHEREAS, evidenced by that commitment, the COUNTY hereby commits Six Hundred Ninety Four Thousand Four Hundred Fifty Two Dollars (\$694,452.00) to the resurfacing of Floyd Bradford Road in Jefferson County, Alabama (PROJECT); and

WHEREAS, the City of Birmingham, the City of Irondale, the City of Leeds, and the City of Trussville have expressed interest in assisting in these improvements; and

WHEREAS, negotiations are still ongoing between the COUNTY and the City of Birmingham, the City of Irondale, the City of Leeds, and the City of Trussville, for repairs and resurfacing of PROJECT, and commitment to a possible plan of action is needed; and

WHEREAS, provided that each of the municipalities can commit to the following matching funds:

City of Birmingham	\$ 17,568.00
City of Irondale	\$161,409.00
City of Leeds	\$ 67,875.00
City of Trussville	\$174,860.00

BE IT FURTHER RESOLVED that the Jefferson County Commission will be the lead agency and will secure all additional documentation for the engineering, inspection, and construction of PROJECT once negotiations have concluded.

ADOPTED AND APPROVED by the Jefferson County Commission, Alabama, this 16th day of July, 2015.

ATTEST: JEFFERSON COUNTY, ALABAMA

Minute Clerk James A. Stephens, President - Jefferson County Commission

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

Jul-16-2015-588

JEFFERSON COUNTY COMMISSION
RESOLUTION FOR ALDOT COURTESY NOTIFICATION

WHEREAS, Jefferson County, Alabama has received a Courtesy Notification from the State of Alabama Department of Transportation, notifying the County of Project Number: ACAA58379-ATRP(002) Improvements on CR-153 (Trussville Clay Road) from 500 ft. South of I-59 to North of CR-2133 (North Services Road) Planing, Base and Pave Resurfacing, Pavement Widening, Turn lane Installation and Culvert Extension; and

WHEREAS, the County for the purpose of complying with the requirements of the Federal Highway Administration in regards to its funding of improvements of the type and kind in this agreement.

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

RESOLUTION

WHEREAS, the County of Jefferson Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made on within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: ACAA58379-ATRP(002) Improvements on CR-153 from 500 ft. South of I-59 to North of CR-2133 Planing, Base and Pave Resurfacing, Pavement Widening, Turn lane Installation, and Culvert Extension.

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

WHEREAS, the Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the County will agree to certain requirements of the Federal Highway Administration. The County for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT RESOLVED by the Commission of Jefferson County, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this County and which are now on file in the office of the County Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The County by and through its Commission hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department

of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted.

The County hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

N/A - This project does not require permanent barricade or relocation of any intersection streets.

Please refer to: Project Notes (Sheet 2L)

Please refer to: Traffic Signal Plan Notes (Sheet 2M)

Please refer to: Traffic Control Plan Notes (Sheets 2N - 2P)

Please refer to: Sequence of Construction and Traffic Control Plan * (Sheets 17 -22)

* Detour Required (Sheet 18)

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

BE IT FURTHER RESOLVED by this County Commission:

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

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

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 16th day of July, 2015.

ATTEST
County Clerk

James A. Stephens
Commission President

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

Jul-16-2015-589

JEFFERSON COUNTY COMMISSION
RESOLUTION FOR ALDOT COURTESY NOTIFICATION

WHEREAS, Jefferson County, Alabama has received a Courtesy Notification from the State of Alabama Department of Transportation, notifying the County of Project Number: ACAA59495-ATRP(006) Resurface CR-153 (Rocky Ridge Road) from Lorna Road

to CR-97 (Shades Crest Road) Plane, Resurface and Traffic Stripe; and

WHEREAS, the County for the purpose of complying with the requirements of the Federal Highway Administration in regards to its funding of improvements of the type and kind in this agreement.

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

RESOLUTION

WHEREAS, the County of Jefferson Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made on within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: ACAA59495-ATRP(006) Resurface CR-113 (Rocky Ridge Road) from Lorna Road to CR-97 (Shades Crest Road) Plane, Resurface and Traffic Stripe.

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

WHEREAS, the Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the County will agree to certain requirements of the Federal Highway Administration. The County for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT RESOLVED by the Commission of Jefferson County, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this County and which are now on file in the office of the County Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans. The County by and through its Commission hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted. The County hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

N/A - This project does not require permanent barricade or relocation of any intersection streets.

Please refer to: Project Notes (Sheet 2E)

Please refer to: Traffic Control Plan Notes (Sheet 2F)

Please refer to: Traffic Signal Plan Notes (Sheet 2G)

Please refer to: Sequence of Construction and Traffic Control Plan (Sheets 11 -14)

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

BE IT FURTHER RESOLVED by this County Commission:

1. That the County agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the County.

2. That the County agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the County has the option of vacating same.
3. That the County agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line.
4. That the County agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access fence, whichever the case.

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

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 16th day of July, 2015.

ATTEST

James A. Stephens

County Clerk

Commission President

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

Jul-16-2015-590

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a NPDES Permit Certification for the bridge replacement on Minor Parkway South.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT CERTIFICATION

D. E. Phillips, Jr., P.E.
 County Transportation Engineer
 Alabama Department of Transportation
 Montgomery, AL 36110-2060.b

Dear Sir:

Re: Project No. BR-3713(250)
 County No. JCP-37-65-14P
 County Jefferson

This is to advise you that:

(X) A permit will be required from the ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT concerning stonwater run-off from construction, excavation, land clearing, or other land disturbance activities and aszociated areas for the above referenced project. The County, under authority of the County Commission, will be responsible for acquiring thus permit prior to the project pre-construction meeting or initiation of any construction activities by county forces.

() There is no construction or other land distil- bance activity being performed that will require a NATIONAL POLLUTANT DISCHARGE FrLIMINATION SYSTEM (NPDES) PERMIT covering storm water run-off or any other State or Federal laws or regulations which will require a permit for the above referenced project. The total disturbance area, including equipment staging outside of the project limits, is less than 1 acre (0.40 hectares).

() This project will require a Corps of Engineers' Nationwide 404 permit. This project consists of a road crossing and involves a filled area of no more than 1/10 acres (0.04 hectares). There is no roadway fill in special aquatic sites, including wetlands. Thus project meets the conditions covered in the Department of Defense Regulation 33 CFR Part 330 - NATIONWIDE PERMITS and as approved in the Categorical Exclusion for the above referenced project.

() This project will require a Corps of Engineers' 404 permit to cover a road crossing fill consisting of more than 1 /i0 acres (0.04 hectares) or the roadway fill occurs in special aquatic sites, including wetlands.

(X) This project will not require a Corps of Engineers' Nationwide 404 permit.

CERTIFIED BY:

Tracy Pate, County Engineer

James A. Stephens, President - Jefferson County Commission

CONCURRED

_____, Division Engineer

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County and CH2M Hill Engineers, Inc., in the requested amount of \$450,000.00 to provide for engineering services for the design of a replacement disinfection system and SCADA improvements.

Leeds Wastewater Treatment Plant UV System Improvements

This AGREEMENT made this day of , 2015, by and between Jefferson County Environmental Services Department, Jefferson County (COUNTY) in the State of Alabama as Party of the First Part, hereinafter referred to as the COUNTY and CH2M HILL ENGINEERS, Inc, as Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the COUNTY for the consideration hereinafter mentioned with payment to be administered by the COUNTY to provide engineering consulting services for the proposed improvements related to the Leeds Wastewater Treatment Plant UV facilities. In addition, provide consulting services to support controls, SCADA and HMI modifications to the existing system.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed between the parties as follows:

Background

This PROJECT provides for the CONSULTANT to perform preliminary evaluation, design engineering and bidding services related to the existing Leeds Wastewater Treatment Plant UV and SCADA/HMI facilities.

The COUNTY has identified specific needs at the Leeds Wastewater Treatment Plant (WWTP). Since the facility was placed in operation in 1995, there have been no significant process or equipment changes. However, the existing ultraviolet (UV) system has reached the end of its useful life. As a result the COUNTY has identified the need to replace the existing UV system with a new, effective and efficient system to meet operational and compliance needs.

Article I - Scope of Work

Section 1 - Obligation of CONSULTANT to COUNTY

The CONSULTANT will perform the following engineering services as described in Exhibit A, "Leeds Wastewater Treatment Plant UV Improvements."

The CONSULTANT, in the accomplishment of work under this AGREEMENT, shall meet the requirements for conformance with the standards adopted by the COUNTY and shall ascertain the written practices of the Jefferson County Environmental Services Department (ESD) prior to beginning any of the work required under this Agreement. All work under this AGREEMENT shall be performed in accordance with these standard practices and any special requirements hereinafter set forth.

Section 2 - Obligation of the COUNTY to the CONSULTANT

It is understood that the COUNTY will:

1. Furnish full information as to its requirements for the project.
2. Assist the CONSULTANT by placing at their disposal all available information
3. Designate a project manager to coordinate CONSULTANT's work and to assist as COUNTY's representative with respect to the work to be performed under this AGREEMENT.
4. Guarantee legal access to and make all provisions for the CONSULTANT and his Subcontractors to enter upon public and private lands as required for the CONSULTANT to perform their work under this AGREEMENT.
5. Examine studies, reports, sketches, estimates, specifications, drawings, proposals, field directives, change orders, and other documents presented by the CONSULTANT and render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
6. Attend progress meetings.
7. Give prompt written notice to the CONSULTANT whenever the COUNTY observes, or otherwise becomes aware of, any defect or inadequacy in the project.
8. Assume all costs of archaeological and vegetative studies, if required.

Section 3 - Conferences, Visits to Site, Inspection Work

1. Conferences will be held at the request of either the COUNTY or the CONSULTANT to discuss matters pertinent to any phase of this project.
2. Request for visits to the site may be by the COUNTY or the CONSULTANT in conjunction with any other party or parties.

Article II - Time of Beginning and Completion

- A. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT within one (1)

day after receipt of written notice from the COUNTY to proceed. The COUNTY will not notify the CONSULTANT to commence work until this AGREEMENT has been formally approved by both parties.

B. The work to be performed shall be completed in twelve (12) months of receiving written Notice to Proceed from the COUNTY. Individual assignments performed under this AGREEMENT shall be completed on a schedule mutually agreed to by the COUNTY AND CONSULTANT.

C. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted in accordance with Article IV, Section 1.

Article III - Payment

Section 1

For services performed by the CONSULTANT under this AGREEMENT, and as full complete compensation therefore, including all expenditures made and all expenses incurred by the CONSULTANT in connection with this AGREEMENT, except as otherwise provided herein, subject to and in conformity with all provisions of this AGREEMENT, the COUNTY will pay the CONSULTANT as follows:

Engineering Services: The Consulting Services shall be billed on a Time and Material basis in an amount not to exceed \$450,000. The PROJECT labor rate schedule and sub consultant allowances for this PROJECT are included in Attachment 1.

The COST CEILING for this AGREEMENT shall not be exceeded except by a formal amendment to this AGREEMENT. Payments shall be made, not more often than once per month, in such amounts as evidenced by the submittal of vouchers and invoices by the CONSULTANT to the COUNTY, and other evidence of performance as the COUNTY may deem necessary. The COUNTY shall make payment to the CONSULTANT within thirty (30) days upon receipt of the payment request by the Finance Department.

Section 2

The acceptance by the CONSULTANT of the final payment shall constitute and operate as a release to the COUNTY for all claims and liability to the CONSULTANT, his representative and assigns for all things done, furnished or relating to the service rendered by the CONSULTANT under or in connection with this AGREEMENT or any part thereof provided that no unpaid invoice exists because of extra work required at the request of the COUNTY.

Article IV - Miscellaneous Provisions

Section 1 - Changes of Work

If, during the term of this AGREEMENT, additional services are required of the CONSULTANT other than those specified above or major changes in the work become necessary or desirable, the COUNTY may order, in writing, the CONSULTANT to perform such services or make such changes. If the CONSULTANT is of the opinion that the work he has been directed to perform is beyond the scope of this AGREEMENT and constitutes extra work, the CONSULTANT will within ten (10) days notify the COUNTY in writing and receive approval from the COUNTY prior to performing such work. In the event the COUNTY determines that such work does constitute extra work, additional time for completion of contract may be given and payment for the additional work shall be negotiated by supplemental AGREEMENT prior to work being undertaken by the CONSULTANT.

Likewise, during the term of this AGREEMENT any service specified may be deleted and/or reduced at the discretion of the COUNTY. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice and an equitable reduction in the CONSULTANT'S fee or cost ceiling will be made on a proportionate basis.

Section 2 - Ownership of Engineering Documents

Upon completion of the work covered by this AGREEMENT, the CONSULTANT shall make available to the COUNTY all documents and data pertaining to the work or to the project, which material shall become the property of the COUNTY. All original tracings or maps and other engineering data furnished to the COUNTY by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT. All data collected and prepared or generated under this agreement between the CONSULTANT and the COUNTY shall be the property of the COUNTY and shall not be released to any other party without the consent of the Director.

Section 3 - CONSULTANT'S Endorsement

The CONSULTANT shall endorse the original title or cover sheet of all reports and engineering data required to be furnished by him under the terms of this AGREEMENT. All endorsements shall contain the seal and original signature of an Alabama licensed professional engineer who is a bona fide employee of the CONSULTANT.

Section 4 - Delays and Extensions

In the event that unavoidable delays prevent completion of the services to be performed under this AGREEMENT in the time specified in Article II - Time of Beginning and Completion, the COUNTY may grant a time extension to any or all phases of the work, provided written application is made by the CONSULTANT within ten (10) days after the alleged delay has occurred.

Section 5 - Termination or Abandonment

The COUNTY shall have the right to abandon this AGREEMENT or amend its project at any time, and such action shall in no event

be deemed a breach of contract.

The COUNTY has the right to terminate this AGREEMENT at its sole discretion upon ten (10) days written notice to the CONSULTANT and make settlement with the CONSULTANT upon an equitable basis in accordance with the following. In determining the final compensation to the CONSULTANT, the COUNTY shall apply the following:

- No consideration will be given to profit which the CONSULTANT might have made on the uncompleted portion of the work.
- If the AGREEMENT provides for a lump sum amount, final compensation to the CONSULTANT shall be determined by the COUNTY establishing the percent of satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT multiplied by the contract amount, less any payments previously made.
- If the AGREEMENT does not provide a lump sum amount, final compensation to the CONSULTANT shall be determined by the COUNTY confirming all reimbursable costs incurred for satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT, less any payments previously made.

Section 6 – Termination of Contract for Breach

A. The Contract may be terminated by the COUNTY for CONSULTANT's breach of any substantive provision of the Contract including, but not limited to, any of the following reasons:

1. Substantial evidence and belief that the progress being made by the CONSULTANT is insufficient to complete the Work within the specified time.
2. Deliberate failure on the part of the CONSULTANT to proceed with the Work when so instructed by the COUNTY or to observe any requirement of these Specifications.
3. Failure on the part of the CONSULTANT to promptly make good any defects in the work that may be called to his attention by the COUNTY.
4. In case the CONSULTANT becomes insolvent or is declared bankrupt, or allows any final legal judgment to stand against him unsatisfied, or shall make an assignment for the benefit of his creditors.

A. Before the Contract is terminated, the CONSULTANT will first be notified in writing by the COUNTY of the conditions which make termination of the Contract imminent. Fifteen (15) days after notice is given, if no effective effort has been made by the CONSULTANT to correct the conditions for which complaint is made, the COUNTY may declare the Contract terminated and will notify the CONSULTANT accordingly.

B. Upon receipt of notice from the COUNTY that the Contract has been terminated, the CONSULTANT shall immediately discontinue all operations, safely secure all items of the Work, and remove his equipment. The COUNTY may then proceed with completion of the Work in any lawful manner that it may elect, until it is finally completed. When thus finally completed, the total cost of the Work (including all previous payments made to the CONSULTANT) will be computed and if this total cost is greater than the Contract price, the difference shall be paid to the COUNTY by the CONSULTANT.

Section 7 – Controversy

In any controversy concerning a question of fact in connection with the work covered by this AGREEMENT, or compensation therefore, the decision of the Director of Environmental Services in the matter shall be final and conclusive for both parties.

Section 8 - Responsibility for Claims and Liability

The CONSULTANT shall be responsible for direct damage to life and property due to its activities and that of its subcontractors, agents or employees in connection with its services under this AGREEMENT.

Neither the CONSULTANT nor the COUNTY shall be liable for any indirect, special, or consequential damages, under any theory of relief, including without limitation, breach of warranty, breach of contract, tort (including negligence), strict liability, or otherwise, arising out or related to the CONSULTANT's or COUNTY's acts or omissions.

CONSULTANT's liability to COUNTY and COUNTY's liability to CONSULTANT for direct damages under this Contract shall not exceed the contract price.

To the proportionate extent of the CONSULTANT's negligence, The CONSULTANT agrees to indemnify, hold harmless and defend the COUNTY, from and against any and all loss, expense against or imposed upon COUNTY because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of breach of any duty or obligation of the CONSULTANT included in this AGREEMENT, negligent acts, errors or omissions including engineering design even though such injuries or death or damage to property is claimed to be due to the negligent acts, errors or omissions of the CONSULTANT, his subcontractors, the contractor, his subcontractor, the COUNTY, its elected officials, officers or employees. Nothing contained in this paragraph should be construed to obligate CONSULTANT to indemnify the COUNTY for its own negligence, the negligence of its contractors or subcontractors or others.

CONSULTANT, without extra compensation, shall carry insurance of the kinds and in amounts set out below. All insurance shall be by companies authorized to do business in Alabama involving those types of insurance. Before beginning work, CONSULTANT shall

file with the COUNTY a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby or a copy of the required insurance policies.

General Liability and Property Damage	\$300,000.00
Automobile and Truck Bodily Injury Liability and Property Damage Liability Insurance	\$300,000.00
Workers Compensation	Statutory
Professional Liability Insurance	\$1,000,000.00

A thirty day notification is required from the insurer to the COUNTY for any current or potential claim against the CONSULTANT that could affect the limits of their policy. Also the CONSULTANT shall notify the COUNTY within 30 days about any present or future claims that could affect their policy limits. The foregoing Indemnity AGREEMENT shall not be limited by reason of any insurance coverage provided.

Section 9 - General Compliance with Laws

The CONSULTANT shall comply with the provisions of the Labor Law, all State Laws, Federal and Local Statutes, Ordinances and Regulations that are applicable to the performance of this AGREEMENT, and especially laws, ordinances and statutes prohibiting discrimination in employment of persons on account of race, creed, color or national origin, disability, and all applicable provisions of Title 6, Code of Federal Regulations, and procure all necessary licenses and permits.

Section 10 – Subletting, Assignment or Transfer

There shall be no subletting, assignment or transfer of the interests of the CONSULTANT in any of the work covered by this AGREEMENT without written consent of the COUNTY. In the event the COUNTY gives such consent, the terms and conditions of this AGREEMENT shall apply to and bind the party or parties to whom such work is consigned, subject or transferred as fully and completely as the CONSULTANT is hereby bound and obligated.

Section 11 - Employment of COUNTY Workers

The CONSULTANT shall not engage, on full or part time or other basis during the period of the AGREEMENT, any professional or technical personnel who are or have been at any time during the period of this AGREEMENT in the employ of the COUNTY, except regularly retired employees, without written consent of the public employer of such person.

The CONSULTANT warrants that he has not employed or retained any company, or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty the COUNTY shall have the right to annul this contract without liability or at its discretion deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

No COUNTY official, or employee of the COUNTY, Jefferson County Commission official, or employee of the Jefferson County Commission shall be admitted to any share or part of this AGREEMENT, or to any benefit that may arise therefrom, except the use of the facility being designed as enjoyed by the general public.

Section 12 - Control

All work by the CONSULTANT shall be done in a manner satisfactory to the COUNTY and in accordance with the established policies, practices, and procedures of the Jefferson County Environmental Services Department.

Section 13 - Conditions Affecting Work

The CONSULTANT shall be responsible for having taken steps reasonably necessary to ascertain the nature, location, scope, and type of work hereunder and the general and local conditions which can affect the work or the cost hereof. Any failure by the CONSULTANT to do so will not relieve him from responsibility for successfully performing the work without additional expense to the COUNTY. The COUNTY assumes no responsibility for any understanding or representation by any of its officials or agents prior to the execution of this AGREEMENT, unless such understandings or representation by the COUNTY are expressly stated herein. The CONSULTANT and subcontractor are to maintain all books, documents, papers, accounting records and other evidences pertaining to cost incurred for this project, and to make such material available at their respective offices at all times during the contract period and for three (3) years from the date of final payment of the COUNTY funds under the terms of the contract, for inspection by the COUNTY, or any authorized representative of the COUNTY, and copies thereof shall be furnished if requested.

During the performance of this contract, the CONSULTANT or itself, its assignees and successors in interest, agree as follows:

· Non-Discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, disability, or national origin in the selection and retention of subcontractors, including procurement of materials and lease of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to TITLE VI of the Civil Rights Act of 1964 or the Equal Opportunity provisions of Executive Order

11246 of September 24, 1965.

Solicitations of Subcontractor, including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, disability, or national origin.

Sanctions of Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the COUNTY shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or
- Cancellation, termination or suspension of the contract, in whole or in part.

Section 14 – 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.

Section 15 – STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Article V

Section 1 - Executory Clause

The CONSULTANT specifically agrees that this AGREEMENT shall be deemed executory only to the extent of monies available and no liability shall be incurred by the COUNTY beyond the monies available for the purpose.

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in a manner consistent with such status, that he will neither hold himself out as, nor claim to be an officer or employee of Jefferson County, Alabama or of the COUNTY by reason hereof, and that he will not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to any officer or employee of Jefferson County, Alabama or of the COUNTY, including, but not limited to workmen compensation coverage, or retirement membership or credit.

Article VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, _____ on the _____ day of _____ 2015, and the COUNTY on the _____ day of _____ 2015.

CH2M HILL ENGINEERS, Inc.
David Stejskal, P.E. - Geographic Operations Manager

RECOMMENDED:
David Denard - Director of Environmental Services

ATTEST: JEFFERSON COUNTY COMMISSION
Minute Clerk James A. Stephens, President

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

Jul-16-2015-592

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute a Conditional Consent to Encroachment and Release of Damages Agreement between Jefferson County and Mount Canaan Full Gospel Church regarding an encroachment within a County sanitary sewer easement. There is no cost to the County associated with said agreement.

CONDITIONAL CONSENT TO ENCROACHMENT AND RELEASE OF DAMAGES

THIS AGREEMENT made as of the ____ day of _____, 20 __, by and between JEFFERSON COUNTY, ALABAMA (the "County") and MOUNT CANAAN FULL GOSPEL CHURCH INC. (the "Owner").

R E C I T A L S:

Owner is the owner of real property being the Mount Canaan Full Gospel Church located at 2725 24th Street S.W., Birmingham AL. 35211, more particularly described as lots 1 thru 26, block 9, lots 6 thru 13, block 8 as recorded in map book 25 page 57, according to the

map of Garden Highlands Addition to Powderly, in the Probate Office of Jefferson County, Alabama, Birmingham Division as well as parts of Bankhead Ave., 24th Street S.W. and two alleys, all to be vacated.

Owner has installed brick planters, two inhabitable trailers, four covered porches with steps over or adjacent to an existing sanitary sewer main falling within a Jefferson County sanitary sewer easement (the "Easement") (as shown on Exhibit "A", attached collectively, the "Improvements"), for the purpose of serving the Mount Canaan Full Gospel Church. Owner and County mutually desire to enter into this Agreement to address the encroachment of the Improvements within the Easement.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals and the mutual agreements herein, the parties agree as follows:

1. In consideration of the mutual agreements herein, Owner agrees that the County may utilize the Easement for all intended purposes of the Easement, including, without limitation, any installation, repair, maintenance or replacement of sanitary sewer lines (collectively, the "Easement Rights"). Should the County deem it necessary to remove or disturb any of the Improvements in order to utilize the Easement for its intended purposes or exercise the Easement Rights on subject property, the County may do so at any time in its discretion, and the reasonable methodology for installation, repair maintenance or replacement of sewer lines is totally at the discretion of the County and its Department of Environmental Services. If Owners' Improvements are damaged in any way due to the exercise of County's Easement Rights, the responsibility for the replacement of Owner's Improvements or personal property or for any repairs to personal property or the Improvements and the cost of any such repairs will be borne solely by the Owner. Owner fully and forever releases and discharges the County from any and all liability, cost, damage, or expense to the Improvements suffered or incurred by Owner as a result of the County's exercise of its Easement Rights inside the easement or improvements adjacent to the easement.
2. Subject to the foregoing agreements of Owner and the terms of this Agreement, the County grants Owner a license to continue the requested encroachment and that no other or greater or further improvements or encroachment whatsoever will be allowed. No such past, present or future encroachment whatsoever will constitute an adverse possession by Owner of the Easement or Easement Rights or constitute any form of waiver or abandonment of all or any part of the Easement or of any Easement Rights.
3. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.
4. This Agreement together with the Easement constitutes the full and complete agreement of the parties with respect to the subject matter hereof, supersedes all prior discussions, correspondence and agreements with respect to the subject matter hereof and cannot be modified or amended except by a subsequent written agreement signed by Owner and the County.
5. In the event this Agreement is challenged by legal means by said Owner as a result of the County exercising its Easement Rights as defined in Item number one above, it shall be the responsibility of the Owner to cover any and all fines assessed by U.S. Environmental Protection Agency and the Alabama Department of Environmental Management as well as the cost of the cleanup of any sewage resulting from said challenge/delay. The Owner is also responsible for the cost of any damage to others including but not limited to personal property and bodily injury as a result of said challenge/delay. Furthermore, Owner agrees to pay all court costs incurred by the County as a result of the aforementioned.
6. This Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first set forth above.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

MOUNT CANAAN FULL GOSPEL CHURCH INC.

_____, President

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

Jul-16-2015-593

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

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

Jul-16-2015-594

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of EMC Insurance Co., on behalf of Corrine Coleman, is hereby denied.

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

Jul-16-2015-595

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

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

Jul-16-2015-596

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim by Tommie and Annetra Owens has been denied.

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

Jul-16-2015-597

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of Joseph L. McLean is hereby denied.

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

Jul-16-2015-598

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of Douglas Hayes is hereby denied.

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

Jul-16-2015-599

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of James K. Taylor is hereby denied.

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

Jul-16-2015-600

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Otis and Janice Myree in the amount of Six Thousand Nine Hundred Fifty Five and 36/100 (\$6,955.36) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Otis and Janice Myree in the amount of \$6,955.36 and forward it to the County Attorney for disbursement.

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

Jul-16-2015-601

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of James A. Sikora in the amount of Ten Thousand Six Hundred Sixty One and 02/100 (\$10,661.02) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to James A. Sikora in the amount of \$10,661.02 and forward it to the County Attorney for disbursement.

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

Jul-16-2015-602

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Richard L. Slaughter in the amount of Six Hundred Fifty Nine and 24/100 (\$659.24) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Richard L. Slaughter in the amount of \$659.24 and forward it to the County Attorney for disbursement.

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

Jul-16-2015-603

WHEREAS, Jefferson County, the City of Birmingham and the Birmingham Jefferson Civic Center Authority ("Authority"), have been parties to litigation involving whether certain sums collected by the Authority should be treated as fees in lieu of taxes as allowed by Act No. 2003-357; and

WHEREAS, the Authority has been holding the disputed funds in escrow; and

WHEREAS, the Supreme Court of Alabama has upheld Act No. 2003-357 allowing the Authority to retain these fees in lieu of taxes; and

WHEREAS, the parties wish to resolve this dispute and Jefferson County agrees to release its claim to the funds held in escrow.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to enter into an Agreement with the Authority releasing its claim to the escrowed funds and to enter into a Stipulation of Dismissal with prejudice of the lawsuits pending in Jefferson County Circuit Court (Case Nos. CV 03-6523-JSV and CV 04-0532-JSV).

AGREEMENT

THIS AGREEMENT dated , 2015, is entered into by the JEFFERSON COUNTY, ALABAMA (the "County") and the BIRMINGHAM-JEFFERSON CIVIC CENTER AUTHORITY (the "Authority").

RECITALS

- A. The Authority operates the Birmingham Jefferson Convention Complex, which includes the Exhibition Hall, Medical Forum, Arena, Concert Hall and Theater and meeting rooms (the "Existing Facilities").
- B. The County, the City of Birmingham (the "City"), and the Authority have been parties in litigation in the Circuit Court of Jefferson

County, Civil Action No. CV-03-6523 JSV and Civil Action No. CV-04-0532 JSV (the "Litigation") involving the issue of whether certain sums collected by the Authority in connection with certain transactions should be treated as (i) "fees in lieu of taxes", which Act No. 2003-357 of the 2003 Regular Session of the Alabama Legislature (the "Act") allows the Authority to retain, as the Authority contends or (ii) as taxes payable to the County, regardless of the Act, as the County contends.

C. In connection with the Litigation, the Authority has been holding the disputed sums in escrow. The Balance of the portion of such funds claimed by the County as of June 1, 2015, is \$6,015,422.00 (the "Escrowed Funds").

D. Based on the Alabama Supreme Court decision in *Birth ingham-Jefferson Civic Center Authority v. City of Birmingham, et al.*, 912 So. 2d 2004 (2005), the parties wish to settle their dispute concerning the sums in question and all issues outstanding between the parties and raised or which could be raised in the Litigation.

E. The Authority and the County have the power to enter into this Agreement under the provisions of Amendment No. 280 to the Constitution of the State of Alabama and Act No. 547 of the 1965 Regular Session of the Alabama Legislature, as amended.

NOW, THEREFORE, in consideration of the premises and the respective agreements and promises of the parties hereto, and for the consideration described herein and other good and valuable consideration, the parties agree as follows:

Section 1. Agreement and Release

(a) The parties do hereby agree that all Escrowed Funds shall be the sole property of the Authority, which shall use all Escrowed Funds for maintenance, capital improvements or expansion of the Existing Facilities. The County hereby releases any claim or interest which it has or might assert against said Escrowed Funds, and agrees that all Escrowed Funds are the sole property of the Authority to be used as described herein.

(b) The County does hereby release any and all claims which it has against any future fees in lieu of taxes collected by the Authority pursuant to the Act and the Authority agrees that all such fees collected by it shall be used for maintenance, capital improvements or expansion of the Existing Facilities.

(c) The County releases any and all claims asserted by it or which could be asserted by it in the Litigation pertaining to the Act and agrees to cooperate in any manner necessary to have the case dismissed with prejudice. Notwithstanding any other provision of this Agreement, the parties understand and agree that this Agreement represents the settlement of doubtful and disputed claims and that in entering into this Agreement, neither party shall be deemed to admit or concede that of the other party's positions concerning the treatment of the fees in lieu of taxes, the taxability of the underlying transactions or any other issue(s) outstanding between the parties which were raised or which could be raised in the Litigation are correct.

Section 2. Accounting for Fees in Lieu of Taxes

The Authority shall make its records regarding fees collected pursuant to Act available to the County for inspection during normal business hours and shall continue to provide reasonable information to the County regarding the nature of events held at the BJCC Complex for determination of which events are covered by the Act.

(a) The "Effective Date" of this Agreement shall be the date on which it is executed by the latter of the two parties to sign.

(b) The provisions of this Agreement shall not be separable. If any portion of this Agreement is held to be invalid or unenforceable, the entire Agreement shall be considered invalid or unenforceable.

(c) This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party.

IN WITNESS WHEREOF, the County and the Authority have caused this instrument to be duly executed as of the date set forth above.

ATTEST:

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

BIRMINGHAM-JEFFERSON CIVIC CENTER AUTHORITY

Tad Snider, Executive Director

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

Jul-16-2015-604

JEFFERSON COUNTY COMMISSION
GROUP HEALTH PLAN RESOLUTIONS

The undersigned hereby certifies that the following actions were taken on behalf of the Jefferson County Commission ("Commission") as of July , 2015, and that such resolutions have not been modified or rescinded as of the date hereof:

WHEREAS, the Commission sponsors group health plans which are subject to the privacy and security regulations promulgated by the United States Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules");

WHEREAS, the Commission's group health plans are both self-funded plans (the "Self-Funded Plans") and insured plans (the "Insured Plans");

WHEREAS, the Commission has previously designated the Jefferson County Commission Salary Enhancement as a Hybrid Entity for purposes of HIPAA in order to keep the Health FSA separate from any non-HIPAA covered benefits, and to avoid bringing any non-HIPAA covered benefits within the scope of HIPAA privacy and security protections;

WHEREAS, the Commission has previously designated its group health plans as an Affiliated Covered Entity for purposes of HIPAA;

WHEREAS, in order to have the Self-Funded Plans and the Insured Plans comply with the HIPAA Rules, the Commission desires to amend and restate the previously adopted a set of policies and procedures with regard to the permitted and required uses and disclosures of protected health information, to re-appoint a privacy official and a security official in connection therewith, to authorize the privacy official and the security official to enter into, or authorize the entering into of, business associate agreements as appropriate, and to make other changes in betterment of the documents.

NOW, THEREFORE, BE IT RESOLVED, that the Commission hereby approves the amendment and restatement to the HIPAA Privacy and Security Policies and Procedures ("HIPAA Manual"), effective June 1, 2015, substantially in the form attached hereto as Exhibit A;

BE IT FURTHER RESOLVED, that the County Attorney shall be the privacy official for purposes of the HIPAA Rules ("Privacy Official") and the HIPAA Manual;

BE IT FURTHER RESOLVED, that the Privacy Official shall have the duties and responsibilities as set forth in the HIPAA Manual and the HIPAA Rules;

BE IT FURTHER RESOLVED, that the CIO/Director of Information Technology or any interim director thereof shall be the security official for purposes of the HIPAA Rules ("Security Official") and the HIPAA Manual;

BE IT FURTHER RESOLVED, that the Security Official shall have the duties and responsibilities as set forth in the HIPAA Manual, including Appendix V thereto, and the HIPAA Rules;

BE IT FURTHER RESOLVED, that in order to fully carry out the intent and effectuate the purposes of these resolutions, the Privacy Official is hereby authorized and directed to take all such actions, including appropriate training regarding the HIPAA Rules, and to execute and deliver any amendments to the HIPAA Manual, agreements, notices, instruments and/or documents relating thereto in the name and on behalf of the Commission, which shall in his or her judgment be necessary, proper or advisable;

BE IT FURTHER RESOLVED, that in order to fully carry out the intent and effectuate the purposes of these resolutions, the Privacy Official shall make a written and executed acceptance and acknowledgment of her role as the Privacy Official and her corresponding duties and responsibilities;

BE IT FURTHER RESOLVED, that in order to fully carry out the intent and effectuate the purposes of these resolutions, the Security Official is hereby authorized and directed to take all such actions, including implementation, maintenance, and enforcement of the Commission's Security Policies and Procedures, as set forth in the HIPAA Manual, including Appendix V thereto, and to execute and deliver any amendments to said Security Policies and Procedures, agreements, notices, instruments and/or documents relating thereto in the name of or on behalf of the Commission, which shall in his or her judgment be necessary, proper or advisable;

BE IT FURTHER RESOLVED, that in order to fully carry out the intent and effectuate the purposes of these resolutions, the Security Official shall make a written and executed acceptance and acknowledgment of his role as the Security Official and his corresponding duties and responsibilities;

BE IT FURTHER RESOLVED, that the Privacy Official and the Security Official are authorized to enter into, or authorize the entering into of, business associate agreements for the Self-Funded Plans, which shall in their judgment be necessary, proper or advisable;

BE IT FURTHER RESOLVED, that the appropriate officers of the Commission are hereby authorized and directed to execute each of the foregoing documents and to take such further actions as may be necessary, appropriate or advisable to effectuate the foregoing resolutions; and

BE IT FURTHER RESOLVED, that copies of the foregoing documents and these resolutions shall be placed with the compliance and permanent records of the Commission.

Dated as of this 16th day of July, 2015.

James A. Stephens, President - Jefferson County Commission

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

Jul-16-2015-605

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the contract between Jefferson County Commission and Steelbridge Solutions, Inc., approved at M.B. 167, PG. 606, on March 19, 2015 is hereby terminated for convenience of the County effective thirty (30) days following the adoption of this resolution.

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

Jul-16-2015-606

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its receipt of the following described matter approved by Mike Hale, in his capacity as duly elected Sheriff of Jefferson County, Alabama.

Agreement with New Point Outdoor to provide signage and /advertising for recruitment purposes for the period May 11 - August 30, 2015 in the amount of \$20,000.

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

Jul-16-2015-607

NOW THEREFORE BE IT RESOLVED THAT Section 1119 – Regulations Governing Telecommunications Facilities and Support Structures, Section 1805 – Conditional Use Permit, and revisions to Section 1803 – Schedule of Fees and Article 19 – Definitions of the Jefferson County Zoning Resolution, dated June 23, 2015, are hereby adopted, and the existing Section 706 Telecommunications Tower District is repealed.

Amendments to the Jefferson County Zoning Regulations
Pertaining to the Regulation of Telecommunications Facilities

SECTION 1119

REGULATIONS GOVERNING TELECOMMUNICATIONS
FACILITIES AND SUPPORT STRUCTURES

1119.01 Purpose and Intent. The purpose of this Section, in accordance with the purpose of the Zoning Resolution of Jefferson County to protect the public health, safety and welfare, is to establish minimum locational requirements, siting criteria and development standards for telecommunications facilities and support structures, and to do so in such a way as to be consistent with the Federal Telecommunications Act of 1996, as amended. It is therefore a concurrent purpose of this Section to prevent discrimination between and among the various providers in the telecommunication industry.

As authorized by the Federal Telecommunications Act of 1996, as amended, Jefferson County finds it necessary to enact and enforce these minimum standards and requirements, which are designed to advance Jefferson County's zoning, planning and design standards; and discourage the unnecessary proliferation of telecommunications facilities and support structures.

It is the intent of this Section to encourage and maximize the use of existing and approved (future) towers so that the construction of new telecommunications towers will be an option of last resort. To the extent feasible, co-location of antennas on existing towers, or their attachment to buildings, water towers and other suitable structures, should be sought first. However, where new tower construction is justified as being absolutely necessary, compatible design measures, concealment and screening techniques should be used to minimize any and all detrimental effects to the area in which it is to be located.

1119.02 Definitions. To assist in the understanding and application of the provisions of this Section, the following terms are defined in Article 19 of this Resolution: Administrative Review; Co-location; Concealed Telecommunication Facility; F.A.A.; F.C.C.; Protected Residential Area; Support Structure; Telecommunications Antenna (including types thereof); Telecommunications Facility(ies); Telecommunication Service Provider; Telecommunications Tower (including types thereof); Tower Compound.

1119.03 Approvals Required for Telecommunications Facilities and Support Structures.

a. Administrative Review – Tier I. The following may be permitted by administrative review and approval by the Jefferson County Commission in accordance with the standards set forth in this Ordinance:

1. Monopole Telecommunications Towers one-hundred-eighty feet (180') or less in height may be permitted in all zoning districts other than those classified as a Protected Residential Area;

2. Monopole Telecommunications Towers one-hundred-twenty feet (120') or less in height may be permitted in all zoning districts;

b. Administrative Review – Tier II. The following may be permitted by administrative review and approval by the Director of Land Planning & Development Services in accordance with the standards set forth in this Ordinance:

1. Telecommunications antennas and related necessary facilities locating or co-locating on any pre-existing, properly permitted telecommunications tower;

2. Concealed Telecommunications Facilities;

3. Temporary telecommunication towers upon a declaration of emergency by federal, state or local government for the purpose of providing temporary service in place of a damaged tower;

4. Temporary mobile telecommunication towers up to sixty feet (60') in height for a special event; and

5. Replacement of existing telecommunications facilities and support structures.

c. Conditional Use Permit. Telecommunications facilities and support structures not permitted by administrative review may be permitted in all zoning districts other than those classified as a Protected Residential Area upon the granting of a Conditional Use Permit from the Jefferson County Commission in accordance with the standards set forth in this Ordinance.

d. Application and Justification. Unless otherwise specified herein, all telecommunications facilities and support structures shall comply with Section 1119.07 Application and Justification.

e. Exemptions. The following wireless telecommunication facilities shall be exempt from the requirements of this Section, except as noted:

1. Amateur radio antennas and receive-only antennas that are no more than 50 feet in height, and satellite earth station antennas two meters or less in diameter, shall be exempt as provided for in the Federal Telecommunications Act of 1996 when no supportive tower is to be constructed;

2. Accessory facilities used exclusively for dispatch telecommunications by public emergency agencies or government agencies;

3. Accessory facilities used exclusively for dispatch telecommunications by private entities, provided such facilities do not exceed fifteen (15) feet in height above the rooftop of the building to which said facilities are accessory; and

4. Telecommunications towers, antennas and related necessary facilities used exclusively for internal telecommunications by public utilities, provided that:

a) Such facilities are subordinate and incidental to approved non-residential uses or structures on the same parcel;

b) Such facilities do not exceed twenty (20) feet in height above a structure or building when mounted thereto, or sixty (60) feet in height when ground-mounted; and,

c) Towers, poles or other support structures do not exceed thirteen (13) inches in diameter.

Determination of exemption of any such facilities exceeding the foregoing dimensions shall be made only after administrative review by the Director of Land Planning & Development Services.

f. Site Development Plan Approval Required.

1. Any telecommunication facility proposal which involves development of a new site, expansion of an existing tower compound, or new or revised ingress/egress shall submit engineered site development plans for review and approval in compliance with Article 3 of the Jefferson County Subdivision and Construction Regulations.

2. Any telecommunication facility proposal for a co-location, concealed telecommunication facility, or replacement of existing facilities that does not involve expansion of an existing tower compound, or new or revised ingress/egress shall submit the following information for administrative review:

a) Zoning Approval Application form;

b) Site Development Plans (2 sets) prepared by a registered engineer, drawn to a standard engineering scale and comprised of:

1) Cover sheet with project name, number, location (address, section, township and range, and latitude/longitude), telecommunication tower owner, telecommunication service provider and consultant contact information;

2) Site Layout Plan showing zoning district/lease area boundaries, compound enclosure, existing and proposed improvements; and

3) Compound and Support Structure Elevation(s) showing equipment of all providers, existing and proposed, with mounting heights indicated.

c) Certification of Adequate Structural Capacity prepared by a registered engineer; and

d) Listing of all providers currently located on the tower.

g. Zoning Approval Required. All telecommunications facilities, including those otherwise exempted herein, shall obtain all Zoning Approvals and building permits in compliance with Section 1801 of the Jefferson County Zoning Regulations.

1119.04 Telecommunications Facilities and Support Structures Permitted by Administrative Review and Approval.

a. Telecommunications antennas and related necessary facilities locating or co-locating on any pre-existing, properly permitted telecommunications tower are permitted in all zoning districts, provided that:

1. No significant visible structural alterations to the existing tower will be necessary; and if structural strengthening is necessary to accommodate co-location, the tower type as referenced in Section 1119.02 shall remain the same as previously permitted;

2. There will be no increase in the total height or lighting of the facility, including the tower, antennas and all other associated facilities except as otherwise allowed by federal or state laws; and

3. All setback and buffer requirements applicable to the existing tower at the time its permit was issued can and will be complied with.

4. Telecommunications facilities under this sub-item shall be exempt from Section 1119.07 Application and Justification.

b. Concealed Telecommunications Facilities are permitted in all zoning districts as an accessory use, provided that:

1. The concealed telecommunications facilities shall be subordinate and incidental to approved uses or structures (e.g., buildings, water towers, etc.) on the same parcel;

2. Antennas and associated equipment shall not extend more than ten feet (10') above the height of the structure;

3. Antennas and associated equipment shall be of a color and finish to blend in with the structure, screened, or otherwise obscured so as to not be readily apparent to the casual observer; and

4. Antennas and associated equipment shall not be lighted.

5. Telecommunications facilities under this sub-item shall be exempt from Section 1119.07 Application and Justification.

c. Monopole Telecommunications Towers one-hundred-eighty feet (180') or less in height may be permitted in all zoning districts other than those classified as a Protected Residential Area.

1. Area and Dimensional requirements.

a) Tower setbacks from properties not classified as Protected Residential Areas shall be the greater of the zoning district yard setback or twenty-five percent (25%) of the tower height;

b) Tower setbacks from properties classified as a Protected Residential Area shall be a minimum of fifty (50') feet plus five feet (5') for every one-foot (1') of tower height in excess of one-hundred-twenty feet (120');

c) In no event shall a tower be closer to a residential structure under separate ownership than one-hundred-ten percent (110%) of the height of said tower;

d) Tower compounds shall be setback a sufficient distance to accommodate any required landscape buffering, but in no event shall a tower compound be closer than fifteen feet (15') to an adjoining property line; and

e) On a lot where a principal building is present, no tower compound shall be permitted between the front of the principal building(s) and a street.

2. No lighting shall be allowed on towers.

d. Monopole Telecommunications Towers one-hundred-twenty feet (120') or less in height may be permitted in all zoning districts.

1. Area and Dimensional requirements.

a) Tower setbacks from properties not classified as Protected Residential Areas shall be the greater of the zoning district yard setback or twenty-five percent (25%) of the tower height;

b) Tower setbacks from properties classified as a Protected Residential Area shall be a minimum of fifty (50');

c) In no event shall a tower be closer to a residential structure under separate ownership than one-hundred-ten percent (110%) of the height of said tower;

d) Tower compounds shall be setback a sufficient distance to accommodate any required landscape buffering, but in no event shall a tower compound be closer than fifteen feet (15') to an adjoining property line; and

e) On a lot where a principal building is present, no tower compound shall be permitted between the front of the principal building(s) and a street.

2. No lighting shall be allowed on towers.

e. Temporary telecommunication towers upon a declaration of emergency by federal, state or local government for the purpose of providing temporary service in place of a damaged tower.

1. Applicant shall submit sufficient documentation of need for administrative review and approval by the Director of Land Planning & Development Services.

2. Approvals may be granted for up to one-hundred-twenty (120) days and may be renewed for additional terms subject to the review and approval of the Director of Land Planning and Development Services.

3. Telecommunications facilities under this sub-item shall be exempt from Section 1119.07 Application and Justification.

f. Temporary mobile telecommunication towers up to sixty feet (60') in height for a special event.

1. Applicant shall submit sufficient documentation of need for administrative review and approval by the Director of Land Planning & Development Services.

2. Approvals may be granted for up three (3) days prior to and three (3) days after the special event; not to exceed fifteen (15) days.

3. Telecommunications facilities under this sub-item shall be exempt from Section 1119.07 Application and Justification.

g. Replacement and upgrading of existing telecommunications facilities and support structures.

1. Replacement and/or upgrading of existing telecommunications facilities and support structure does not result in significant visible structural alterations to/from the existing tower except as otherwise allowed by federal or state laws.

2. All setback and buffer requirements applicable to the existing tower at the time its permit was issued can and will be complied with.

3. Telecommunications facilities under this sub-item shall be exempt from Section 1119.07 Application and Justification.

1119.05 Telecommunications Facilities and Support Structures Permitted by Conditional Use Permit.

a. Telecommunications facilities and support structures not permitted by administrative review may be permitted in all zoning districts other than those classified as a Protected Residential Area upon the granting of a Conditional Use Permit from the Jefferson County Commission in accordance with the standards set forth in Section 1805, Conditional Use Permit.

b. Area and Dimensional Requirements.

1. Tower setbacks from properties not classified as Protected Residential Areas shall be the greater of the zoning district yard setback or twenty-five percent (25%) of the tower height;

2. Tower setbacks from properties classified as a Protected Residential Area shall be a minimum of fifty feet (50') plus five feet (5') for every one-foot (1') of tower height in excess of one-hundred-twenty feet (120');

3. In no event shall a tower be closer to a residential structure under separate ownership than two-hundred percent (200%) of the height of said tower;

4. Tower compounds shall be setback a sufficient distance to accommodate any required landscape buffering, but in no event shall a tower compound be closer than fifteen feet (15') to an adjoining property line; and

5. On a lot where a principal building is present, no tower compound shall be permitted between the front of the principal building(s) and a street.

1119.06 General Standards and Design Requirements.

a. Lighting Restrictions. There shall be no lighting on any telecommunications towers except when required by the F.A.A. In cases where the F.A.A. does require a tower to be lighted, only red blinking lights shall be used at night; white strobe lights will not be permitted for nighttime lighting. Written documentation of any F.A.A. directives to light a tower differently than provided herein must be submitted with the zoning application.

Any security lighting used at the facility shall be of a low-intensity nature, and shall not be directed or reflected away from/off of the site. Such lighting shall be restricted to two-thousand-seven-hundred (2700) lumens.

b. Maximum Height. No telecommunications tower shall exceed a maximum height of three hundred (300) feet.

c. Co-Location Requirements. All telecommunications towers constructed subsequent to the adoption of this Section, and their associated compounds, shall be designed and built to accommodate additional telecommunication service providers based on the height of the tower as follows:

1. Telecommunications towers sixty (60) to one-hundred (100) feet in height shall accommodate a minimum of two (2) telecommunication providers;

2. Telecommunications towers one-hundred-one (101) to one-hundred-fifty (150) feet in height shall accommodate a minimum of three (3) telecommunication providers; and

3. Telecommunications towers greater than one-hundred-fifty (150) feet in height shall accommodate a minimum of four (4) telecommunication providers.

d. Maximum Utilization of Existing Sites. No new telecommunications tower shall be constructed if, in the determination of the County Commission, space is structurally, technically and economically available for the proposed telecommunications antenna(s) and related facilities on an existing tower, or on an alternative site (e.g., building or other structure), where such alternative location would cover the required service area without creating undue signal interference.

e. Permission to Co-Locate Required. Pursuant to Items (c) and (d) above, and to the stated purpose and intent of this Section,

the owner of any existing telecommunications tower that has space structurally and technically available for any additional telecommunications antennas shall make such space reasonably and economically available to other providers.

f. Visual Impact. All new telecommunication towers, antennas and tower compounds shall be designed to minimize adverse visual impacts to surrounding properties and the public right-of-way through the use of such design techniques as colors, finishes, landscaping, concealment and/or other similar techniques, consistent with the unique characteristics of the tower site and the surrounding area.

g. Use Compatibility and Design Harmony. All new telecommunications tower facilities must be compatible with the surrounding land uses, given the character of the use(s) and development trends in the area around the tower site. Said tower facilities shall be designed, both structurally and with regard to finish or color, to be as much in harmony as possible with the natural setting of the site and/or the surrounding development pattern, as well as being up to the highest industry standards.

h. Safety. All telecommunications towers must comply with wind loading and all other applicable structural safety standards, building and technical codes having jurisdiction, so as not to endanger the health and safety of residents, employees or travelers in the event of structural failure of the tower due to extreme weather conditions or other acts of God.

i. Security. A security fence shall be installed around the perimeter of the compound, with a minimum height of eight (8) feet as measured to the top of the fence (or barbed wire, if applicable).

j. Maintenance. The owner of a telecommunications tower shall be responsible for maintaining the structural integrity, safety, appearance, screening, buffers, security and other installations required by this Section, and by any other applicable codes, ordinances, regulations, statutes or conditions of approval imposed by Jefferson County or its authorized representative, in perpetuity for as long as said tower remains on a site.

k. Abandoned Facilities. Any telecommunications facility that ceases to be used for its original telecommunications purpose shall be removed at the owner's expense. The owner of the facility shall provide the Director of Land Planning & Development Services with a copy of the notice to the F.C.C. of the intent to cease operations, and shall have ninety (90) days from the date of such ceasing to remove the obsolete tower and all accessory structures, and to restore the site to its natural condition.

l. Violations. Any violation or other failure to comply with any provision of this Section shall subject the violator to the fullest extent of the Remedies and Penalties for Violation as set forth in Article 18, Section 1801.04 of this Resolution.

1119.07 Application and Justification. Sufficient justification must be submitted for the siting of all new telecommunication towers and expansion of existing telecommunication towers in Jefferson County except as otherwise exempted by federal or state laws. Determination as to the adequacy of the justification for any new tower will be made as a routine part of the Conditional Use Permit and/or Administrative Review process, and shall be based upon – along with the other standard land use considerations of appropriateness – the review and evaluation of the application for construction of a new telecommunication tower and expansion of an existing telecommunication tower. The following information and materials shall accordingly be considered the minimum application requirements when seeking approval for construction of a new telecommunication tower or expansion of an existing telecommunication tower:

- a. A detailed site plan showing, at minimum, the following:
 1. The layout of the facility, including the location and dimensions of all improvements, setbacks, accesses, security installations (including fencing), etc.;
 2. A description and drawing of the visual aspects of the proposed facility; the need for additional displays, such as a balloon test and photo simulations, will be determined on a case-by-case basis;
 3. A buffer plan showing the nature of the setback space, both as it presently exists and as it will be after installation of the proposed facility; how it will address the requirements of Sections 1119.06(f), Visual Impact, and 1119.06(g), Use Compatibility and Design Harmony; and the provisions that will be made for the ongoing maintenance of such space;
 4. A scaled elevation diagram of the facility showing the type, height, finish, lighting, site improvements and other such details as necessary to convey an image of the facility at the proposed location; and,
 5. Any additional information as may be deemed necessary and required by the reviewing authority in order to conduct a proper evaluation of the proposed facility within the context of the purpose and intent of this Section.
- b. A study prepared by a radio frequency specialist that includes a mapped coverage analysis of the proposed facility, and its relationship to the next nearest adjacent "cells", existing towers, alternative sites and available support structures (e.g., buildings, billboards, water towers, etc., which could be used for support in lieu of a new tower) that were considered within a 2-mile radius of the proposed location.
- c. An inventory and analysis of all existing telecommunications towers and support structure sites within two (2) miles of the proposed location. This inventory must include the following information:
 1. The location (address, section, township and range, and latitude/longitude) and ownership of the telecommunications tower;
 2. Type and height of towers or structures; and,

d. Written documentation justifying the need for a new telecommunications tower site to be located on the proposed site. This documentation must address, at a minimum, how the proposed tower is justified in relation to the following points:

1. A list, description and map of the potential co-location, non-residential use or alternative location sites that are located within a 2-mile radius of the proposed site;
2. Documentation that requests for co-location have been made at least thirty (30) days prior to the filing of application;
3. A detailed explanation of why each such site was not technologically, legally or economically feasible, or why such efforts were otherwise unsuccessful;
4. An analysis of how and why the proposed site is essential to meet service demands for the geographic service area and the County-wide network; and
5. An analysis of why the height of the proposed telecommunications tower is essential to meet service demands for the geographic service area and the County-wide network. The ability to accommodate additional providers (co-location) shall not serve as justification for tower heights in excess of that required by the initial telecommunication service provider to meet service demands.

e. Registration of the name, address and telephone number of the officer, agent or employee who shall be authorized by the telecommunications service provider (who will be operating the telecommunication facility in question) as the single point of contact and party responsible for the accuracy of all information and certifications submitted, and for said provider's on-going compliance with all of the provisions of this Section (and any other applicable codes or regulations).

Additionally, should the telecommunications tower be owned by an entity other than the telecommunications services provider, the name of the tower owner, address and telephone number of the officer, agent or employee who shall be authorized by the tower owner as the single point of contact and party responsible for the accuracy of all information and certifications submitted, and for said owner's on-going compliance with all of the provisions of this Section (and any other applicable codes or regulations).

It shall further be the responsibility of the telecommunications tower owner and telecommunications services provider so named on the registration form to ensure that the identity, legal status, address and phone number of the responsible party registered with Jefferson County is complete, current and totally accurate at all times, unless and until the provider/owner submits notice of its intent to cease operation of the facility in question as set forth in Section 1119.06(k).

f. Certification letter that the proposed telecommunications tower is structurally and technically designed and capable, and will be so constructed to meet the co-location requirements set forth in Section 1119.06(c) .

g. A fee of five hundred dollars (\$500.00) to cover additional review costs incurred by reviewing the materials submitted with each application as required herein. This fee shall be in addition to any and all other fees for processing Conditional Use Permit requests as set forth in this Resolution and any other permitting and review fees that may be required by separate ordinance.

1119.08 Repeal Of Existing Regulations. All ordinances and regulations, or parts of ordinances and regulations, in conflict with this Section shall be repealed upon adoption of this Section. Any previous resolution(s) referring to and/or authorizing such administration and regulation as provided for in this Section, prior to as if in place of this Section - specifically, but not necessarily limited to Section 706, U-2 Telecommunication Tower District, of the Zoning Resolution of Jefferson County, Alabama - are also hereby repealed.

END SECTION 1119

SECTION 1803

SCHEDULE OF FEES

Section 1803 – SCHEDULE OF FEES shall be amended to include the following language:

1803.10 Conditional Use Permit Application. A fee of two-hundred dollars (\$200.00) shall be charged.

END REVISIONS TO SECTION 1803

SECTION 1805

CONDITIONAL USE PERMIT

As provided for by this Ordinance, there exist certain uses that, because of special requirements or characteristics, may be allowed in a particular zoning district only after review by the Jefferson County Commission and the granting of a Conditional Use Permit imposing such conditions as necessary to make the use compatible with other existing or permitted uses surrounding the site. The Jefferson County Commission shall act in accordance with the procedure stated in this Section. It shall further be provided that, for the purpose of this Section, any use of the word "petition" shall include the word "application", and any use of the word "application" shall include the word "petition".

1805.01 Petition for a Conditional Use Permit. Petitions for a Conditional Use Permit may be initiated only upon filing of an application with the Jefferson County Commission. Such application may be filed by:

- a. The owner of the parcel or parcels of land that is the subject of the proposed amendment; or
- b. The authorized agent of such owner, in which case a notarized letter of agent authorization is required.

1805.02 Application for a Conditional Use Permit. An application for a Conditional Use Permit must be filed in the Department of Land Planning & Development Services, and shall be scheduled for public hearing by the Jefferson County Commission in accordance with

the hearing and application deadline dates adopted by resolution of the Jefferson County Commission. The application itself shall, at a minimum, include the following:

- a. A statement as to the nature of the proposed amendment;
- b. Descriptive information as to how the petitioner proposes to utilize the parcel of land (plot plan, drawings, sketches, etc.);
- c. A parcel identification number and legal description of the property, or portion thereof, involved;
- d. The name and address of the owner(s) of the property; and,
- e. A notarized letter of agent authorization, when required.

1805.03 Public Hearing Required. The Jefferson County Commission shall take no action on any Conditional Use Permit until it shall first have held a public hearing thereon. The Jefferson County Commission shall hold its hearing for a Conditional Use Permit at the first scheduled hearing following proper submission of a formal application for same in the Department of Land Planning & Development Services, in accordance with the hearing and application deadline dates adopted by resolution of the Jefferson County Commission.

1805.04 Notice Of Public Hearing. No Conditional Use Permits shall become effective until after an advertised public hearing is held in relation thereto, at which time both the parties to the application and citizens in interest shall have an opportunity to be heard. At least seven (7) days' notice of the time and place of such public hearing shall be given in a newspaper of general circulation in Jefferson County, Alabama; and at least fifteen (15) days written notice shall be given to all owners of property (as shown by the records of the Tax Assessor of Jefferson County) located, in whole or in part, within five hundred (500) feet or any required setbacks, whichever is greater, of the boundaries of the parcel(s) or property to be considered for a Conditional Use Permit.

1805.05 Action on Petitions. No Conditional Use Permit shall become effective unless it has been submitted to the Jefferson County Commission for approval. The Jefferson County Commission shall consider a petition for a Conditional Use Permit at the first scheduled hearing following proper filing of the application for same as set forth hereinabove.

a. The Jefferson County Commission shall have up to seventy-five (75) days after that public hearing in which to render a decision. Failure of the Jefferson County Commission to render a decision within the prescribed time shall constitute approval of the Conditional Use Permit.

b. The Jefferson County Commission's action shall take one of the following forms:

1. Approval. Approval by the Jefferson County Commission shall constitute said Commission's finding that the proposed use satisfies the criteria for the issuance of a Conditional Use Permit.

2. Conditional Approval. If a reviewing department, agency or authority determines that there are one or more technical deficiencies on a given application, but that (1) those defects are not anything that should prevent the Commission from approving, as submitted, the Conditional Use Permit; and (2) any revisions that may subsequently be required would not necessitate a substantial change to the nature of said Conditional Use; then that department shall state such in its report to Land Planning & Development Services. The Jefferson County Commission may then approve the Conditional Use Permit – assuming it is also found to be satisfactory in all other respects within the Commission's review authority – with the understanding that all such technical deficiencies will be corrected before the aforementioned department, agency or authority will certify its respective approval.

3. Denial. The grounds for denial of any Conditional Use Permit shall be stated upon the records of the Jefferson County Commission.

4. Continuance. The Jefferson County Commission may request that an applicant allow the case to be "carried over" to a subsequent meeting in order to allow the Commission to conduct further study of the proposal; to allow one or more reviewing department or authority additional time to study the proposal; or to allow the applicant the opportunity to correct deficiencies or make changes to the proposal without having to file a new case. A case may also be carried over at the applicant's request, subject to agreement by the Jefferson County Commission.

In the event that a reviewing department has requested additional time to review an application, or the Jefferson County Commission believes it to be in the best interest of the general public or the applicant to carry over the case for specific reasons, the President shall ask the applicant to agree to a continuance. If the applicant consents to such continuance, the case will be carried over to the next scheduled hearing date (unless another date is specifically stated at that time). Land Planning & Development Services shall subsequently notify the applicant in writing as to purpose of the continuation, and any additional requirements or issues that the Commission has requested be addressed prior to that next hearing.

However, the applicant must consent to any extension of the prescribed time period for the Commission's rendering of a decision on an application. If the applicant does not consent to allowing the case to be carried over, the Jefferson County Commission shall vote to either approve or deny the application. If the Commission determines that it cannot, in good conscience, approve the application as submitted; or, if the Commission believes there exists issues that will prevent any other reviewing authority from approving the application as submitted; the Commission will be compelled, in the best interest of the citizens of Jefferson County, to deny the request – thereby necessitating full re-application before any further consideration can be given to the proposal in question.

1805.06 Time Limit. After the Jefferson County Commission has denied an application for a Conditional Use Permit, another application for the same kind of Conditional Use Permit of the same tract or parcel or land will not be considered until a period of one (1) year has elapsed from the date of such action by the Commission. Furthermore, a withdrawal of any application for a Conditional Use Permit after a hearing has been held by the Jefferson County Commission, shall also require a one (1) year period of time before another application of the same nature may be submitted.

However, the Jefferson County Commission may adjust the time period set forth herein if, in the opinion of a majority of said Commission, either an unusual situation exists, or there has been a substantial change in the circumstances surrounding the application or the property which would warrant another hearing prior to the conclusion of the specified one year.

END SECTION 1805

ARTICLE 19

DEFINITIONS

ARTICLE 19 – DEFINITIONS shall be amended as follows:

Add:

Administrative Review: Review of an application by the designated reviewing authority, for a development permit based on documents, materials and reports, with no testimony or submission of evidence as would be allowed at a required public hearing. This process is not subject to a public hearing.

Add:

Co-location: The act of siting Telecommunications Facilities on an existing Telecommunications Tower.

Add:

Concealed Telecommunication Facility: A Telecommunications Facility that is integrated as an architectural feature of an existing structure so that the purpose of the facility for providing wireless services is not readily apparent to a casual observer.

Revise definition to read:

Protected Residential Area: Parcels of land with a residential zoning classification as listed in Article 6, regardless of current use, and as determined by the Director of Land Planning and Development Services those communities where the preponderance of land is currently in residential use and one (1) acre or less in area, regardless of current zoning classification.

Revise definition to read:

Support Structure: A structure designed for the specific purpose of accommodating telecommunications facilities or other structures modified to accommodate telecommunications facilities as a secondary use.

Add:

Telecommunications Antenna: A device used to transmit and/or receive wireless communication services as authorized by the Federal Communications Commission, including all mounts and supporting structures other than supporting communications towers as defined herein.

Communications antennas shall include:

- a. Microwave dish: Parabolic antennas that emit microwave signals.
- b. Panel antenna: Vertical and horizontal plane antennas that aim radio signals in specific directions. (Also referred to as sector antennas.)
- c. Whip antenna: Cylindrical antennas which emit radio signals in a 360-degree horizontal plane and a compressed vertical plane. (Also referred to as stick, omni-directional or pipe antennas.)

Add:

Telecommunications Facility(ies): Any unmanned facility established for the purpose of providing wireless transmission of voice, data, images or other information including, but not limited to, cellular telephone service, personal communications service (PCS), and paging service. A Telecommunication Facility can consist of one or more antennas and all buildings, structures, fixtures or other accessories (such as electrical boxes, equipment sheds, guy wires, etc.) associated with such use.

Add:

Telecommunications Service Provider: Any private company, corporation or similar such entity providing wireless transmission of voice, data, images or other information including, but not limited to, cellular telephone service, personal communications service (PCS), and paging service.

Add:

Telecommunications Tower: Any ground-mounted structure that is designed and constructed primarily for the purpose of supporting one or more communications antennas. Communications towers shall include:

- a. Monopole towers: Cylindrical self-supporting towers constructed as a single spire.
- b. Self-Supporting or Lattice towers: Self-supporting towers with multiple sides of open-framed supports.
- c. Guyed towers: Towers anchored with guy wires.

Add:

Tower Compound: The security fence and area enclosed therein associated with a telecommunications facility.

Delete the following terms from DEFINITIONS:

- Communications Antenna
- Communications Tower
- Wireless Communication

END REVISIONS TO ARTICLE 9 - DEFINITIONS

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

Jul-16-2015-608

NOW THEREFORE BE IT RESOLVED THAT the following 2015 Telecommunication Facilities Administrative Review and Conditional Use Permit Public Hearing and Application Deadline dates for the Jefferson County Commission be adopted as follows:

<u>PUBLIC HEARING DATE</u>	<u>APPLICATION DEADLINE</u>
August 13, 2015	July 16, 2015
September 10, 2015	August 13, 2015
October 8, 2015	September 10, 2015
November 5, 2015	October 8, 2015
December 17, 2015	November 19, 2015
January 7, 2016	December 10, 2015
February 4, 2016	January 7, 2016

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

Jul-16-2015-609

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges that covenants have been filed on the following rezoning case(s).

Z-2015-011 Oak Grove Land Company, LLC owners; Charles A.J. Beavers, Jr., agent; requests a change of zoning on Part Parcel ID#s 31-24-3-002-010.000 & 011.000 in Section 24 Twp 18 South Range 5 West from R-2 (Single Family) to I-3 (Industrial) for a sedimentation and erosion control pond for the Concord Operation Plant. (Case Only: 1590 Concord Mine Road, Bessemer, AL 35023)(CONCORD)(11.3 Acres M/L)

RESTRICTIVE COVENANT: The site shall be used for a sedimentation pond and roads only.

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

Jul-16-2015-610

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its receipt of the following described matter approved by the Jefferson County Emergency Management Agency ("EMA") Council.

Agreement with Lee Helms Associates, LLC to conduct one Homeland Security Exercise and Evaluation Program (HSEEP) exercise for the Hazardous Materials Emergency Preparedness (HMEP) Grant Program in the amount of \$70,000.

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

Jul-16-2015-611

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that effective August 1, 2015, with the appointment of Othell Phillips in the District 5 Commission Office, the annual salary for the following position is hereby set as follows, said amount being within the FY2014-2015 budget for such office:

- 1) Appointed Administrative Assistant (classification #094628): \$78,500 per annum

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

Jul-16-2015-612

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Administrative Order 2015-1 - Travel & Staff Development, be and hereby is approved.

ADMINISTRATIVE ORDER 2015- 1
OF THE
JEFFERSON COUNTY COMMISSION
TRAVEL & STAFF DEVELOPMENT

PURSUANT to the authority vested in the Jefferson County Commission by the Code of Alabama, the following Administrative Order is hereby issued:

PURPOSE

To establish policies and procedures with respect to travel and staff development.

POLICY

1. DEFINITIONS

(a) "Appointing Authority" shall mean the County Manager, the County Attorney, or the governmental body or person who possesses final power to appoint an employee to a job, the compensation of which is paid in whole or in part from the public funds of the County.

(b) "County" shall mean Jefferson County, Alabama.

(c) "County Manager" shall mean the chief executive officer of the County as established by Act 2009-662 of the Alabama Legislature, as amended.

(d) "Employee" shall mean an employee or elected official of the County.

2. GENERAL

(a) All travel and/or staff development shall result in a direct benefit to the County. Accordingly, only those employees who direct the activities of others, serve in a management function, work in a profession that requires specific training or those employees identified by the supervising department head and approved by the County Commission as set forth herein shall be authorized to incur expenses for travel and/or staff development. Training seminars attended shall be appropriate to the level of responsibility and job requirements.

(b) Each employee of the County who authorizes, directs or receives travel and/or staff development or who reviews, certifies, or otherwise authorizes payments or reimbursement of travel and/or staff development expenses is expected to exercise due care and to practice economy in all matters. Consistent with such care and economy, no employee of the County shall be required to incur travel and/or staff development expenses related to employment with the County provided such expenses are approved as set forth herein.

(c) Travel and staff development should always be on a planned basis (recognizing exceptions for County financial, legal, and economic development matters, as well as other urgent matters) utilizing available funds in the County's annual budget as approved by the County Commission. All travel and/or staff development for employees for whatever purpose must be approved by official action of the County Commission at a public meeting thereof. Trips taken without advance County Commission approval may result in the employee not receiving reimbursement from the County for their expenses. In order to receive prior County Commission approval for travel and/or staff development, employees shall complete the applicable BMO Travel Request/ Authorization form (the "Travel Request form") setting forth: (1) the purpose and duration of the trip; (2) the estimated costs of travel, transportation, accommodations, meals, incidental expenses and registration form including fees; (3) any brochure/itinerary providing the starting and ending dates and times, and a detailed listing of conference activities; (4) the reasons for attendance by multiple employees, if applicable, and (5) the identification of all individuals requesting authority to attend at County expense. Completed Travel Request forms shall be submitted to the Budget Management Office ("BMO").

(d) Within 14 days of completing County reimbursed travel and/or staff development, an employee whose Appointing Authority is the County Manager, the County Attorney or the County Commission shall submit a brief written report to such employee's department head with a copy to BMO that summarizes the travel and, in the case of staff development, the specific recommendations for improved County performance and/or operations learned from attending the staff development.

(e) It shall be the policy of the County Commission that the minimum number of employees considered practical or necessary shall attend, at the expense of the County, any such meetings, annual associations and conventions, seminars, specialized training or other staff development. The employees in attendance and performing such travel shall obtain the relevant information from such meeting and submit the information to such employee's immediate supervisor, who shall then distribute the materials to other employees as deemed appropriate.

(f) BMO shall accumulate all travel and/or staff development requests from all areas of the County and shall submit such requests, provided budgeted funds are available, in the form of a memorandum to the County Commission upon a schedule set by the County Manager. The County Commission shall review the requests and either approve or deny the requests at a public meeting thereof, as the County Commission determines appropriate.

(g) If an elected official of the County is defeated in either a primary election or general election for the office currently held, such elected official, as of the date following such defeat, shall no longer be eligible for travel and/or staff development payments otherwise provided for herein. The foregoing limitation shall also apply to an elected official that does not seek re-election effective as of the date such official fails to qualify for re-election to the office held. Notwithstanding the foregoing, an elected official who would otherwise be ineligible for travel and/or staff development payments pursuant to the foregoing shall be eligible for such payments to the extent necessary to maintain certifications or licenses related to such elected position during the remainder of such elected official's term in office or to travel for County financial, legal and economic development matters and other purposes determined by the County Commission to be in the best interests of the County.

(h) Each department head may authorize without completing any forms or receiving additional approval a request for staff development costing less than \$500.00 where the following conditions set forth below are observed.

- (1) The amount requested is budgeted and available;
- (2) The employee incurs no other costs except the cost of the course to be attended, salary and fuel;
- (3) The County makes no advance;
- (4) The employee obtains a valid receipt for the course;
- (5) The employee's department head signs the receipt; and
- (6) The employee presents the signed receipt at the Treasurer's Office for petty cash reimbursement.

(i) If staff development is attended to maintain a professional certification or to meet a licensure requirement, the attending employee shall provide a copy of the certificate of completion or other similar document evidencing attendance at the staff development course to the employee's immediate supervisor with a copy to BMO.

3. REIMBURSEMENT POLICY

(a) Advances to employees for approved travel and/or staff development may be issued by the Finance Department no sooner than thirty (30) days in advance of the actual travel and/or staff development date(s). In instances where registration fees and travel arrangements are made in excess of 30 days prior to the travel date, the Finance Department is authorized to make direct payments to applicable vendors for approved registration fees, hotel reservations, etc. Upon request, the Finance Department may reimburse employees the cost of tickets for common carrier travel to an approved staff development course prior to the date of travel. Whenever a ticket is purchased but is later unused, and its residual value remains in the name of the employee, the County Manager will take action on each individual circumstance on a case by case basis based on the facts of the situation.

(b) Transportation: The method of travel selected shall result in the greatest economies of costs and time. Unless otherwise approved by the employee's department head, travel by automobile shall utilize County-owned vehicles. The use of tourist, excursion and discount fares is encouraged in all cases. Reasonable transportation costs are reimbursable on an actual cost basis and include:

Receipt required:

1. Common carriers.
2. Rental car.
3. Ground transportation, to and from airport, required to conduct official business.
4. Parking and tolls.

BMO shall determine reimbursable mileage using a computerized mapping program such as Google Maps to measure the travel distance from the employee's starting location (either duty station at the County or home address of record with the County) to the destination location.

Transportation for travel by multiple employees will be authorized for County automobiles based on the number of employees

attending during the same time period and each auto shall include up to four employees.

For trips of less than 200 miles one-way, the mode of travel shall be by vehicle unless an alternate mode of travel is specifically authorized by the Commission.

Where an employee plans to use rental vehicles upon arriving at the travel destination, there must be separate written justification as to why other common ground transportation such as taxi service is inadequate for the anticipated need.

(c) Lodging: Lodging costs, including applicable taxes shall be reimbursed on an actual cost basis and must be supported by a receipt. Lodging does not include tips, movies, room service and cleaning bills. Telephone calls will be reimbursed for calls returned to the County for official business. County issued cell phones should be used where possible for official business. No calls home or for other personal reasons will be reimbursed by the County.

(d) Determination of Per Diem for Meals and Incidentals: If the travel involves same day return to the County, no per diem will be paid. (For example, no per diem will be paid for an employee's trip to Montgomery for a meeting in which the employee returns the same day.) Per diem will be calculated based on the latest possible registration time prior to the first session of the conference, provided an employee shall not be required to begin travel prior to 6AM on the date of a conference. 75% of the daily per diem will be allowed for travel to an event and 75% of the daily per diem allowed for travel from an event.

(e) Registration fees: Registration fee forms for conferences, seminars, or training classes attached to the travel request indicating dates for early registration, etc. will be paid directly to the event sponsor. Registration fees not pre-paid by Finance shall be reimbursed on an actual cost basis and must be supported by a receipt or a copy of the registration form.

(f) Unusual expenses shall be accompanied by a written explanation. Expenses determined by the County Commission to be unreasonable will not be approved.

(g) In some instances, it may be cheaper for an employee to leave or return on Saturday to take advantage of the cheaper airfares which require a Friday or Saturday night stay over. The requesting employee must document the cost savings including lodging and additional per diem costs and submit it with the request for travel.

(h) Within 30 days of an employee's return from travel, the employee must submit a final accounting of travel costs to the Finance Department. The total amount of any employee travel costs not accounted for within 30 days of return will be deducted from an employee's compensation. By the 25th day, the Finance Department will notify the employee and department head that the travel costs have not been accounted for and on the 30th day, the Payroll Manger is authorized to deduct the total amount of the staff travel costs from the employee's next paycheck.

4. RATES

Where applicable, the Commission hereby adopts the meals and incidental per diem and mileage rates of the Federal Government posted on www.gsa.gov and updated annually.

5. PRIOR POLICY

This Administrative Order formally repeals Administrative Orders 77-2, 84-1, 88-1, 91-1, 91-2, 93-1 and any subsequent amendments thereto. Any other previously adopted policy or resolution of the County Commission is hereby void to the extent it is inconsistent with this Administrative Order.

Adopted by the Jefferson County Commission, this 16th day of July, 2015.

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
7/16/2015

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF 1 CRANK CASE HEATER FOR UNIT 2 IT BHCH	GEN SVCS: ADMINISTRATION	355.00	1900090590
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF A CRANK CASE HEATER FOR BHCH IT DEPT.	GEN SVCS: ADMINISTRATION	200.00	1900090572
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF TWO IPHONE 5S CASES FOR DIRECTOR.	GEN SVCS: ADMINISTRATION	17.96	1900090518
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED A PROJECTOR MOUNT AND TECH SCREWS	GEN SVCS: ELECTIONS	72.56	1900090780
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED BUTANE FOR TOOLS FOR BHCH.	GEN SVCS: ADMINISTRATION	326.27	1900090800
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MOTOR STARTERS, COVER LENS, BRUSH WHEEL & ELECTROD	GEN SVCS: ADMINISTRATION	334.17	1900090514
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED A RELAY AND A BASE FOR 2121 BLDG.	GEN SVCS: ADMINISTRATION	77.00	1900090782
DISTRICT 1	1000193	JEFFERSON CO TREASURER	FACE TISSUE/PHONE CHARGER/CORONER SUPPLY	CORONER/MEDICAL EXAMINER	62.82	1900090577
DISTRICT 1	1000193	JEFFERSON CO TREASURER	SPECIALTY PHOTO CARTRIDGE VIVID LIGHT MAGENTA	CORONER/MEDICAL EXAMINER	68.81	1900090801
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED 4 CUT-OUT KITS FOR BHM JAIL.	GEN SVCS: ADMINISTRATION	445.16	1900090869
DISTRICT 1	1000193	JEFFERSON CO TREASURER	COMPUTER BACK PACK FOR ELECTIONS USE.	GEN SVCS: ELECTIONS	39.88	1900090856
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED 4 WIRELESS MUSES FOR ELECTIONS.	GEN SVCS: ELECTIONS	39.96	1900090873
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED 2 LAPTOP BACKPACKS FOR ELECTIONS.	GEN SVCS: ELECTIONS	79.76	1900090875
*DISTRICT 1					2,119.35	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REFUND FOR OFFICE SUPPLIES	ECON DEV WORKFORCE INVEST	11.58	1900090588
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REFUND FOR KEITH STROTHER FOR BUYING WATER	ECON DEV WORKFORCE INVEST	29.99	1900090507
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REFUND FOR KEITH STROTHER	ECON DEV WORKFORCE INVEST	17.37	1900090528
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - JAMES TORNABENE 6/23/15	PER BD: TESTING	46.58	1900090779
DISTRICT 2	1000193	JEFFERSON CO TREASURER	STAFF SHIRTS AND MATERIAL FOR RESIDENTS	YOUTH DET: SUPPORT SVCS	438.25	1900090733
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REFUND FOR KEITH STROTHER FOR BUYING WATER	ECON DEV WORKFORCE INVEST	12.76	1900090510
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH:URISA-AL WRKSHOP REGIST_J. KNIGHT	COMMUNITY DEVELOPMENT	20.00	1900090865

DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - STEVEN GREGORY 6/24/15	PER BD: TESTING	8.10	1900090822
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH: PARKING FEE _AL HOLT	COMMUNITY DEVELOPMENT	13.00	1900090855
*DISTRICT 2					597.63	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	MISC PART/MIC/BINDING/WIPES	SHERIFF ENFORCE-BHAM	327.69	1900090265
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PHONE CASE - TRAFFIC	R&T: TRAFFIC ENGINEERING	25.88	1900090358
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR OFFICE SUPPLIES	STORM WATER MGT DEPT	90.05	1900090726
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR MILEAGE	STORM WATER MGT DEPT	10.53	1900090727
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-O/S PRINTING SERVICE FY16 BUDGET	SHERIFF ENFORCE-BGHAM	163.28	1900090630
DISTRICT 3	1000193	JEFFERSON CO TREASURER	MILEAGE-JEFFCO V. WISE AND JEFFCO V. HENDON ENG.	COUNTY ATTORNEY	26.73	1900090606
DISTRICT 3	1000193	JEFFERSON CO TREASURER	STEEL,SEAL,HANDLEBAR,PLUG,RUBBER,PIN,TUBE	ES: VILLAGE MAINT SHOP	529.81	1900090591
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FIRST AID SUPPLIES, FLASHLIGHT, WIPES	ES: VILLAGE CREEK WWTP	437.89	1900090728
DISTRICT 3	1000193	JEFFERSON CO TREASURER	DRIVE SHAFT REPAIR,U-JOINTS (ADAMSVILLE PS)	ES: PACKAGE WWTP & PUMP	236.82	1900090757
DISTRICT 3	1000193	JEFFERSON CO TREASURER	OVERLOAD RELAY BLOCK (MEDICAL CENTER EAST PS)	ES: PACKAGE WWTP & PUMP	272.50	1900090758
DISTRICT 3	1000193	JEFFERSON CO TREASURER	BLADE;WHITE ROOF;2-"CHIP;TOOL;RELAY;WEF MEMBERSHIP	ES: FIVE MILE CREEK WWTP	371.94	1900090583
DISTRICT 3	1000193	JEFFERSON CO TREASURER	A/C SUPPLIES	ES: CAHABA RIVER WWTP	169.33	1900090575
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CONCRETE & MASONRY;CORD;LAMPS;TRANSDUCERS;	ES: VILLAGE ELECT SHOP	295.63	1900090612
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH BHAMJAIL-TELEVISION	SHERIFF ENFORCE-BHAM	100.00	1900090775
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH BHAMJAIL-SANITIZERS	SHERIFF ENFORCE-BHAM	20.94	1900090776
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTYCASH- BHAMJAIL-STAMPS AND INK	SHERIFF ENFORCE-BHAM	76.50	1900090777
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH BHAMJAIL-TELEVISION	SHERIFF ENFORCE-BHAM	100.00	1900090778
DISTRICT 3	1000193	JEFFERSON CO TREASURER	OIL & FILTER , PORTA POTTY, BOX FOR ADEM, GATORADE,	R&T: HIWAY MAINT-KETONA	313.62	1900090798
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SUPPLIES	ES: VILLAGE CREEK WWTP	45.94	1900090760
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SHIPPING FEES, CDL LIC FEE, VEHICLE TAGS, FUEL	FLEET MGMT: ADMIN	162.40	1900090587
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTYCASH-O/S PRINTING SVC FY16 BUDGET	SHERIFF ENFORCE-BHAM	193.32	1900090624
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TRUCK RACK, BATTERY, SUPPLIE S, MODEM	R&T: HIGHWAY ENG & CONSTR	88.65	1900090627
DISTRICT 3	1000193	JEFFERSON CO TREASURER	LAWN MOWER BLADES	ES: LEEDS WWTP	99.99	1900090623
DISTRICT 3	1000193	JEFFERSON CO TREASURER	ALCOHOL;SEALANT.;SWIVEL;TENT;FREON;	ES: FIVE MILE CREEK WWTP	305.37	1900090676
DISTRICT 3	1000193	JEFFERSON CO TREASURER	DRILL BITS AND 2 CYCLE OIL	ES: CAHABA RIVER WWTP	26.94	1900090576
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PIPE FITTING PARTS	ES: TRUSSVILLE WWTP	49.11	1900090629
DISTRICT 3	1000193	JEFFERSON CO TREASURER	WWIC CERTIF,NOTEBOOKS,ADAPTOR,KEY,LINK,FILTER,SENS	ES: ADMIN LINE MAINT	473.49	1900090564
DISTRICT 3	1000193	JEFFERSON CO TREASURER	3/4" NUTS & BOLTS,5/8" NUTS & BOLTS,SNUBBER,1/4" Q	ES: PACKAGE WWTP & PUMP	394.48	1900090784
DISTRICT 3	1000193	JEFFERSON CO TREASURER	ROPE, A/C UNIT, A/C FITTINGS, TAPE MEASURE	ES: CAHABA RIVER WWTP	199.94	1900090787
DISTRICT 3	1000193	JEFFERSON CO TREASURER	RAIN-X, LIGHT BULBS, OIL	ES: CAHABA RIVER WWTP	27.60	1900090788
DISTRICT 3	1000193	JEFFERSON CO TREASURER	BALL VALVES	ES: CAHABA RIVER WWTP	30.58	1900090789
DISTRICT 3	1000193	JEFFERSON CO TREASURER	HOSE;FAN;GASKET;	ES: FIVE MILE MAINT SHOP	169.82	1900090719
DISTRICT 3	1000193	JEFFERSON CO TREASURER	MICROWAVE, SHREDDER OIL	SHER CORRECT-BHAM	163.99	1900090868
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PHONE CASE AND SCREEN PROTECTOR - ROW DS	R&T: RIGHT OF WAY	62.05	1900090871
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FRONT BUMPER	SHERIFF ENFORCE-BHAM	100.00	1900090879
DISTRICT 3	1000193	JEFFERSON CO TREASURER	ACID, RUBBER, FITTINGS	ES: VILLAGE MAINT SHOP	480.17	1900090881
DISTRICT 3	1000193	JEFFERSON CO TREASURER	GAS CAP FOR LAWN MOWER	ES: LEEDS WWTP	30.20	1900090877
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TIME DELAY FUSE	ES: LEEDS WWTP	12.75	1900090878
DISTRICT 3	1000193	JEFFERSON CO TREASURER	COOLERS;SHOVEL;RAKE;WIRE BRUSH;	ES: FIVE MILE CREEK WWTP	142.62	1900090825
DISTRICT 3	1022974	SIGNATURE HOMES	REFUND OF SEWER IMPACT FEES	ES: SANITATION ADMIN	540.92	1900090505
DISTRICT 3	1033099	ACTON CORPORATION	MEDICAL RECORDS - PAMELA PERRY	COUNTY ATTORNEY	166.00	1900090625
DISTRICT 3	1033163	ANDREW J GREGORY JR REFUND	REFUND FOR OVERPAYMENT ACCT # N 6085-3465 L1	FINANCE SEWER SERVICES	5.13	1900090568
DISTRICT 3	1033164	BRANDI MCGRAW	REFUND FOR OVERPAYMENT & FB ACCT # W0-116575D	FINANCE SEWER SERVICES	17.65	1900090569
DISTRICT 3	1033165	MICHELLE L OLSEN	REFUND FOR OVERPAYMENT & FB ACCT # W0-107278D	FINANCE SEWER SERVICES	238.86	1900090567
DISTRICT 3	1033167	ESTELLE ARRINGTON	REFUND FOR OVERPAYMENT & FB ACCT # W0-67743D	FINANCE SEWER SERVICES	77.83	1900090566
DISTRICT 3	1033169	TED PYRON	REFUND PRIVATE METER CREDIT FOR SEWER CHARGES	ES: SANITATION ADMIN	323.05	1900090506
*DISTRICT 3					8,197.99	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	AAFM 2015 MEMBERSHIP RENEWAL REIMBURSEMENT	LAND DEVELOPMENT	75.00	1900090609
DISTRICT 4	1000193	JEFFERSON CO TREASURER	AAFM 2015 SPRING SEMINAR REIMBURSEMENT	LAND DEVELOPMENT	50.00	1900090611
DISTRICT 4	1032303	JODY W HODGE	JH - HAZMAT TRAINING - TRUSSVILLE	EMA	64.60	1900090604
*DISTRICT 4					189.60	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-AUDITORS	REVENUE	155.52	1900090793
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HINKLE & COLBURN CAR WASH \$7 EACH	BD OF EQUAL - BHAM STATE	14.00	1900090589
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WRIGHT PMI CERTIFICATION	INFO TECH: SYS DEV & ADMIN	154.00	1900090790
DISTRICT 5	1000193	JEFFERSON CO TREASURER	C BATTERIES FOR WALL CLOCK AT FRONT COUNTER	BD OF EQUAL - BHAM STATE	5.00	1900090867
DISTRICT 5	1000558	WESTERN STAR	2015 VALUATION NOTICE AD	BD OF EQUAL - BHAM STATE	44.64	1900090671
DISTRICT 5	1030145	GEORGE TABLACK	TVL REIM GFOA CONF 5/29-6/3/15	FINANCE ADMINISTRATION	57.90	1900090734
*DISTRICT 5					431.06	
**					11,535.63	

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

Jul-16-2015-613

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

FOR WEEK OF 6/9/15 - 6/15/15

1. COOPER GREEN MERCY HEALTH SERVICES: CORONER'S OFFICE & PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM CENTRAL PAPER COMPANY, BIRMINGHAM, AL, CONTRACT RENEWAL FOR CORONERS APRONS TO BE ORDERED BY USER DEPARTMENT ON AN AS NEEDED BASIS FOR THE PERIOD OF 07/10/15 – 07/09/16 (2ND YEAR RENEWAL). REFERENCE BID # 100-14
2. SHERIFFS DEPARTMENT, YOUTH DETENTION & PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM SHOE CORPORATION OF BIRMINGHAM INCORPORATED, BIRMINGHAM, AL, CONTRACT RENEWAL FOR SHOWER SHOES TO BE ORDERED BY USER DEPARTMENT ON AN AS NEEDED BASIS FOR THE PERIOD OF 07/10/15 – 07/09/16 (2ND YEAR RENEWAL). REFERENCE BID # 115-14
3. ENVIRONMENTAL SERVICES: VALLEY CREEK WWTP FROM LIBERTY PROCESS EQUIPMENT, ARLINGTON HEIGHTS, IL TO PURCHASE PARTS FOR REPAIR NETZSCH PUMP. SAP PURCHASE ORDER # 2000087155
\$14,058.00 TOTAL REFERENCE BID # 39-15

FOR WEEK OF 6/16/15 - 6/25/15

1. SHERIFF'S DEPARTMENT AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM TASER

- INTERNATIONAL, SCOTTSDALE, AZ, CONTRACT AWARD FOR TASERS AND SUPPLIES TO BE ORDERED BY USER DEPARTMENT ON AN AS NEEDED BASIS FOR THE PERIOD OF 07/16/15 - 07/15/18. SOLE SOURCE SUPPLIER. 3 YEAR AGREEMENT WITH POSSIBLE ANNUAL INCREASE NOT TO EXCEED 4% PER YEAR. REFERENCE BID # 92-15
2. INFORMATION TECHNOLOGY SERVICES FROM ENERGY SYSTEMS SOUTHEAST LLC, BIRMINGHAM, AL, CONTRACT AWARD (NEGOTIATED) FOR GENERATORS TO BE ORDERED BY USER DEPARTMENT ON AN AS NEEDED BASIS FOR THE PERIOD OF 07/16/15 - 07/15/16. REFERENCE BID # 99-15
 3. VARIOUS COUNTY DEPARTMENTS AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM BIRMINGHAM RESTAURANT SUPPLY INCORPORATED (BRESKO), BIRMINGHAM, AL, CONTRACT AWARD FOR CONVECTION OVENS TO BE ORDERED BY USER DEPARTMENT ON AN AS NEEDED BASIS FOR THE PERIOD OF 06/16/15 - 06/15/16. REFERENCE BID # 105-15
 4. COOPER GREEN MERCY HEALTH AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM BUDGET JANITORIAL SUPPLY INCORPORATED, PELHAM, AL, CONTRACT AWARD FOR BAGS, PAPER AND PLASTIC TO BE ORDERED BY USER DEPARTMENT ON AN AS NEEDED BASIS FOR THE PERIOD OF 06/16/15 - 06/15/16. REFERENCE BID # 106-15
 5. SHERIFF'S DEPARTMENT FROM TASER INTERNATIONAL, SCOTTSDALE, AZ, TO PURCHASE TASERS AND SUPPLIES FOR THE PERIOD OF 7/16/15 - 7/15/16. SAP PURCHASE ORDER # 2000087499
PURCHASE ORDER \$66,163.00 TOTAL REFERENCE: BID 92-15
 6. COOPER GREEN MERCY HEALTH SERVICES FROM LABSCO INCORPORATED, DALLAS, TX, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR HEMATOLOGY REAGENTS AND CONTROLS THROUGH 09/30/15.
SAP PURCHASE ORDER # 2000082830 CHANGE ORDER \$1,500.00
PURCHASE ORDER \$9,402.94 TOTAL
 7. ENVIRONMENTAL SERVICES VILLAGE MAINTENANCE SHOP FROM J H WRIGHT & ASSOCIATES, DAPHNE, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR FREIGHT CHARGES FOR GOULDS AC CLOSE COUPLED PUMP. SAP PURCHASE ORDER # 2000085089 CHANGE ORDER \$320.06
PURCHASE ORDER \$5,475.06 TOTAL
 8. COOPER GREEN MERCY HEALTH SERVICES FROM KIRBY LESTER, LLC, LAKE FOREST, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE PURCHASE OF TWO (2) KL1 AUTOMATED TABLETS/CAPSULE COUNTING MACHINES. SAP PURCHASE ORDER # 2000087022 CHANGE ORDER \$1,200.00
QUOTE# MB150624-1 PURCHASE ORDER \$9,160.00 TOTAL
 9. TAX COLLECTOR (BIRMINGHAM) FROM STRICKLAND PAPER COMPANY INCORPORATED, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ENVELOPES.
SAP PURCHASE ORDER # 2000087107 CHANGE ORDER \$3,090.00 REFERENCE: BID # 143-17
PURCHASE ORDER \$12,990.00 TOTAL
 10. COOPER GREEN MERCY HEALTH SERVICES (PHARMACY) FROM FFF ENTERPRISES, TEMECULA, CA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PAYMENT OF AFLURIA INFLUENZA VIRUS VACCINE # FLU211501. SAP PURCHASE ORDER # 2000087118 CHANGE ORDER \$2,430.00
REFERENCE: PROVISTA CONTRACT # 1069533 PURCHASE ORDER \$38,700.00 TOTAL
FOR WEEK OF 6/26/15 - 7/6/15
 1. FLEET MANAGEMENT (JEFFCO SHERIFF'S) FROM OSBORN ENTERPRISES INCORPORATED dba HONDA OF COOL SPRINGS, FRANKLIN, TN, CONTRACT AWARD FOR HONDA GOLDWING MOTORCYCLES TO BE ORDERED BY USER DEPARTMENT ON AN AS NEEDED BASIS FOR THE PERIOD OF 07/16/15 - 07/15/16. REFERENCE: BID # 103-15
 2. ROADS & TRANSPORTATION FROM VULCAN MATERIALS, BIRMINGHAM, AL, CONTRACT AWARD FOR WADE SAND AND GRAVEL TO BE ORDERED BY USER DEPARTMENT ON AN AS NEEDED BASIS FOR THE PERIOD OF 07/16/15 - 07/15/16. REFERENCE: BID # 104-15
 3. ENVIRONMENTAL SERVICES TURKEY CREEK WWTP FROM XYLEM WATER SOLUTIONS, CHICAGO, IL, CONTRACT AWARD FOR UV PARTS FOR VALLEY CREEK TO BE ORDERED BY USER DEPARTMENT ON AN AS NEEDED BASIS FOR THE PERIOD OF 07/01/15 - 6/30/16. REFERENCE: BID # 107-15
 4. GENERAL SERVICES AND JEFFERSON COUNTY IN ITS ENTIRETY FROM HERNDON RECOGNITION, PORTLAND, OR, CONTRACT RENEWAL FOR SERVICE PINS TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 08/14/15 - 08/13/16. (2ND YEAR RENEWAL) REFERENCE: BID # 124-14
 5. COOPER GREEN MERCY HEALTH SERVICES (STORES) MULTIPLE AWARD CONTRACT RENEWAL FOR LAB SUPPLIES TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 07/16/15 - 07/15/16.

- CARDINAL HEALTH, STONE MOUNTAIN, GA MEDLINE INDUSTRIES, MUNDELEIN, IL
VWR INTERNATIONAL, SUWANEE, GA REFERENCE: BID # 96-15
6. SHERIFF'S DEPARTMENT FROM SHARP BUSINESS SYSTEMS OF ALABAMA, BIRMINGHAM, AL TO PURCHASE AQUOS BOARD, ACCESSORIES AND TRAINING. SAP PURCHASE ORDER # 2000087719 PURCHASE ORDER \$15,352.00 TOTAL REFERENCE: NJPA CONTRACT # 100312-SEC
 7. REVENUE FROM MORPHOTRUST USA, LLC, BILLERICA, ME, TO PURCHASE DRIVER'S LICENSE EQUIPMENT REQUIRED BY STATE OF ALABAMA. SAP PURCHASE ORDER # 2000087720 PURCHASE ORDER \$76,272.00 TOTAL
 8. REVENUE FROM DELL MARKETING, ROUND ROCK, TX, TO PURCHASE COMPUTERS AND ACCESSORIES. SAP PURCHASE ORDER # 2000087722 PURCHASE ORDER \$8,816.43 TOTAL REFERENCE: BID # 77-13
 9. REVENUE FROM DELL MARKETING, ROUND ROCK, TX, TO PURCHASE PRINTERS AND ACCESSORIES. SAP PURCHASE ORDER # 2000087723 PURCHASE ORDER \$21,580.56 TOTAL REFERENCE: BID # 148-13
 10. ROADS & TRANSPORTATION FROM VULCAN LIQUID ASPHALT, COLUMBUS, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR CONTINUED PURCHASE OF LIQUID ASPHALT THROUGH 09/30/15. SAP PURCHASE ORDER # 2000076056 CHANGE ORDER \$50,000. REFERENCE: BID # 66-13 PURCHASE ORDER \$118,820.89 TOTAL
 11. SHERIFF'S DEPARTMENT FROM SOUTHERN LINC, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR RADIO EQUIPMENT 800 MHZ FOR THE PERIOD OF 11/01/14 - 10/31/15. SAP PURCHASE ORDER # 2000082221 CHANGE ORDER \$42,000.00 REFERENCE: STATE OF ALABAMA BID T129 PURCHASE ORDER \$50,000.00 TOTAL
 12. SHERIFF'S DEPARTMENT FROM RILEY & JACKSON PC, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR LEGAL SERVICES. SAP PURCHASE ORDER # 2000082331 CHANGE ORDER \$1,773.88 REFERENCE: CONTRACT # CON-00001571 PURCHASE ORDER \$801,773.88 TOTAL
 13. FLEET MANAGEMENT FROM MONTAGE ENTERPRISES, BLAIRSTOWN, NJ, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR CONTINUED PURCHASE OF VEHICLE REPAIR PARTS THROUGH 09/30/15. SAP PURCHASE ORDER # 2000083716 CHANGE ORDER \$7,500.00 PURCHASE ORDER \$12,500.00 TOTAL
 14. FLEET MANAGEMENT FROM THOMPSON TRACTOR, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR CONTINUED PURCHASE OF VEHICLE REPAIR PARTS THROUGH 09/30/15. SAP PURCHASE ORDER # 2000085046 CHANGE ORDER \$10,000.00 PURCHASE ORDER \$25,000.00 TOTAL
 15. FLEET MANAGEMENT FROM NOVA-TEC, TARRANT, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR CONTINUED PURCHASE OF VEHICLE REPAIR PARTS THROUGH 09/30/15. SAP PURCHASE ORDER # 2000085086 CHANGE ORDER \$10,000.00 PURCHASE ORDER \$25,000.00 TOTAL
 16. FLEET MANAGEMENT FROM TRACTOR & EQUIPMENT, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR CONTINUED PURCHASE OF VEHICLE REPAIR PARTS THROUGH 09/30/15. SAP PURCHASE ORDER # 2000085214 CHANGE ORDER \$10,000.00 PURCHASE ORDER \$25,000.00 TOTAL
 17. FLEET MANAGEMENT FROM SOUTHLAND INTERNATIONAL TRUCKS INCORPORATED, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR CONTINUED PURCHASE OF VEHICLE REPAIR PARTS THROUGH 09/30/15. SAP PURCHASE ORDER # 2000085245 CHANGE ORDER \$7,000.00 PURCHASE ORDER \$22,000.00 TOTAL
 18. FLEET MANAGEMENT FROM GENUINE AUTO PARTS (NAPA), ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR CONTINUED PURCHASE OF VEHICLE REPAIR PARTS FOR THE PERIOD 04/01/15-5/31/15. SAP PURCHASE ORDER # 2000086021 CHANGE ORDER \$7,000.00 REFERENCE: BID # 115-13 PURCHASE ORDER \$47,000.00 TOTAL
 19. COMMUNITY & ECONOMIC DEVELOPMENT FROM S & W CONSTRUCTION, LLC, REMLAP, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ADDITIONAL HOUSING REHABILITATION FOR CALVIN DRAINE.

SAP PURCHASE ORDER # 2000086264 CHANGE ORDER \$693.52

PURCHASE ORDER \$18,433.52 TOTAL

20. ROADS & TRANSPORTATION FROM ZEP MANUFACTURING COMPANY, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PURCHASE OF ASPHALT CLEANERS AND RELEASE AGENT THROUGH 09/30/15. SAP PURCHASE ORDER # 2000087193 CHANGE ORDER \$9,900.00
PURCHASE ORDER \$14,850.00 TOTAL

AMENDMENT NO. 1 FOR WEEK OF 6/26/15 - 7/6/15

1. THE REVENUE DEPARTMENT FROM JH COLLIER COMPUTERS, BESSEMER, AL, TO PURCHASE SCANNERS FOR THE NEW HOOVER SATELLITE LOCATION. SAP PURCHASE ORDER # 200087724 \$5,319.80 TOTAL
STATE OF ALABAMA CONTRACT # T020
2. THE REVENUE DEPARTMENT - ADMINISTRATION FROM ELECTION SYSTEMS & SOFTWARE INCORPORATED, CHICAGO, IL, TO PURCHASE PRESSURE SENSITIVE TOBACCO STAMPS - TEN (10), FOUR (4), THREE (3) AND ONE (1) CENTS. SAP PURCHASE ORDER # 2000087757 \$6,800.00 TOTAL
3. THE REVENUE DEPARTMENT - ADMINISTRATION FROM THE MEYERCORD COMPANY, CHICAGO, IL, TO PURCHASE FUSON TOBACCO STAMPS - FOUR (4) CENTS. SAP PURCHASE ORDER # 2000087792 \$71,550.00 TOTAL
SOLE SOURCE

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

Jul-16-2015-614

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTION REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 6/9/15 - 6/15/15, 6/16/15 - 6/25/15 AND 6/26/15 - 7/6/15 BE AND HEREBY IS APPROVED.

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

Jul-16-2015-615

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 6/9/15 - 6/15/15, 6/16/15 - 6/25/15, EXCLUDING PURCHASE ORDER # 20000087368 AND 6/26/15 - 7/6/15 BE AND HEREBY IS APPROVED.

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

Jul-16-2015-616

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the Jefferson Credit Union Visa credit card statement - closing date May 26, 2015.

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

Jul-16-2015-617

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to the Agreement between Jefferson County, Alabama and Jeff Martin Auctioneers, Inc. to provide auction services for the Jefferson County Commission and PACA members for the period August 28, 2015 - August 28, 2016 as needed.

CONTRACT NO. 006412

RFP 86-14

CONTRACT AMENDMENT

"AUCTIONEER SERVICES"

This is Amendment to the Contract by and between Jefferson County, Alabama, "the County" and Jeff Martin Auctioneers, Inc. hereinafter referred to as "the Contractor" is hereby effective on August 28, 2015.

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract

NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows effective August 14, 2015.

The contract between the parties which was approved by the Jefferson County Commission on August 28, 2014, and recorded in Minute Book 166; Page(s) 598-601, is hereby amended as follows:

Extend the completion date of this Contract from August 28, 2015 to August 28, 2016.

All terms and conditions to remain the same.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative.

Jeff Martin Auctioneer, Inc.

JEFFERSON COUNTY, ALABAMA:

James A. Stephens, President - Jefferson County Commission

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

Jul-16-2015-618

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following intergovernmental agreement between Jefferson County, Alabama and Homewood City Schools as a participant in the Jefferson County Regional Purchasing Cooperative.

INTERGOVERNMENTAL AGREEMENT

ESTABLISHING

THE PURCHASING ASSOCIATION OF CENTRAL ALABAMA

This Agreement made this 16th day of June, 2015 between the County of Jefferson, Alabama, and such other public bodies located within Jefferson County and other counties of Alabama as choose to be governed by the provisions of the Purchasing Association of Central Alabama as hereinafter set forth.

WITNESSETH:

In consideration of the premises and the mutual covenants and agreements stipulated herein, and pursuant to the authority granted by the State of Alabama Interlocal Cooperation Act of 1969 and under the General Provisions of the public contracts law of the State of Alabama (Code of Alabama, § 41-16-21.1 and 41-16-50), the parties hereto do hereby agree as follows:

SECTION 1

The parties hereto do hereby create, as a voluntary association, the Purchasing Association of Central Alabama, hereinafter referred to as "the Cooperative," for the purpose of coordinating cooperative joint purchases for the mutual economic advantage of its members. The Cooperative shall consist of a representative from each public entity participating in this Agreement. Said Cooperative shall be free to adopt such rules for organization and procedure, as it may deem suitable for the conduct of its business.

SECTION 2

The representative of each participating jurisdiction will have membership on the Advisory Board of the Cooperative, with one vote being allocated to each participant. Each participating unit of government shall determine the manner of selecting its representative; however,

it is recognized that personnel with responsibilities associated with the purchasing process are more ideally suited as representatives.

SECTION 3

The parties to this Agreement will identify by way of their membership on said Advisory Board those items and classes of items for which joint purchase may be advantageous for the period commencing with the execution of this Agreement and continuing until terminated, as hereinafter provided.

SECTION 4

The specifications for items to be purchased will be prepared by the Purchasing Department of the Jefferson County Commission (hereinafter referred to as "the County") for use by all members of the Cooperative. Where feasible, the county shall seek input from the other participants to ensure that said specifications meet the broadest range of needs. Each participating government shall identify the items to be jointly purchased and indicate therein the quantities, or range of quantity desired, the location for delivery and other requirements, to permit the preparation and filing of plans and specifications as provided by law. In all cases where appropriate, the Cooperative shall seek to use standard specifications such as those used by the State of Alabama, the National Institute of Governmental Purchasing, the American Society of Testing and Materials, and other appropriate standards not cited herein.

SECTION 5

The County shall act as the lead jurisdiction for the Cooperative and will assume the responsibility for coordinating and advertising for bids on behalf of the other members of the Cooperative participating in a particular joint purchase. As such, the County shall be designated to receive and open bids on behalf of the other participating governments at the time and in the manner provided by law.

SECTION 6

The County will receive responses to all bids. Not later than fifteen (15) days following the receipt of bids, the County will submit to all participating members a complete tabulation of all bids received and a recommendation as to the lowest responsible bidder.

If the County determines that the lowest bidder is not responsible and accordingly certifies that some other bidder has the lowest responsible bid, it will include an explanation and report on its findings along with the tabulation and recommendation.

SECTION 7

Contracts of purchase will be awarded to the lowest responsible bidder as recommended by the County in consultation with its fellow members, except as provided for herein. Each party to this Agreement shall prepare separate and individual contracts and requisitions when providing for procurement of items coordinated through and in accordance with any recommendation by the County.

SECTION 8

Each individual member may reserve the right to disregard the recommendation of the County as to the lowest responsible bid in favor of applying its existing residence privilege pursuant to the public contract law of the State of Alabama (Code of Alabama, §41-16-50). In that event, each member jurisdiction may reserve the right to utilize specifications and bids prepared through the Cooperative and to award contracts of purchase, individually and on its own behalf; provided, however, that invitations for such individual bids are not advertised, nor are awarded within sixty (60) days of the period in which the County is soliciting and awarding bids for the same products and/or services, except in cases of emergency or extreme hardship pursuant to the public contract law of the State of Alabama (Code of Alabama §41-16-53).

SECTION 9

The County will not assume any financial or contractual obligation for any commodities, materials, and/or services for which the County coordinates the bidding on behalf of the Cooperative. Each participating government assumes sole and complete responsibility for its own procurement, delivery, storage, and payment, and will not impose or accept any additional obligations on either the County or any other member of the Cooperative relating to those responsibilities, either by way of this Agreement or by stipulating to its provisions.

SECTION 10

Any dispute arising between any of the parties hereto and a successful bidder not relating to either the validity of the award or contract of purchase or contract of service, or the rejection of any bid or bids will be settled by and at the cost of that party involved in the dispute and without obligation or responsibility on the part of the County, the Cooperative, or the other member jurisdictions.

SECTION 11

In the interest of the success of the Cooperative, those parties stipulating to this Agreement will be required to remain as members of the Cooperative for a period of not less than one (1) year from the date of inception.

SECTION 12

Any jurisdiction that wishes to terminate its membership in the Cooperative may do so by indicating the same in writing to the Purchasing Manager for the Jefferson County Commission. Members will agree to exercise this option only at the end of each fiscal year of the Cooperative. Likewise, membership in the Cooperative will be terminated automatically upon legal dissolution of any participating entity. However, under no circumstances will any exiting or dissolved jurisdiction be entitled to reimbursement of fees or other funds previously expended for the establishment, operation, or maintenance of the Cooperative.

SECTION 13

To facilitate the success of the Cooperative, the County agrees to install an assistant purchasing manager who will have primary responsibility for contract design and coordination with the other member governments. The total expense of these personnel will be divided among the participating governments. The participating members reserve the right to assess themselves, in proportion to their contribution, based on a fee and formula to be determined on an annual basis.

There is hereby established an executive committee comprised of the chief executive or their designate of each participating entity. The executive committee shall promulgate rules, regulations, and/or bylaws in accordance with the laws of the State of Alabama, for the operation and maintenance of the Cooperative, including but not limited to, the determination of the abovementioned assessment.

SECTION 14

The members of the Cooperative shall have the power, pursuant to laws of the State of Alabama (Code of Alabama §41-16-21.1 and 41-16-50), to jointly contract with consultants and other such resources as is deemed necessary to provide services authorized by law for the development and realization of the Cooperative's objectives.

SECTION 15

This Agreement will take effect upon execution by the signatories. Thereafter, additional public entities within Jefferson County and other counties of Alabama, may elect to join the Cooperative by executing this Agreement in the form prescribed by the existing members of the Cooperative, and such execution subsequent to the date herein written above will not be deemed to require re-execution of this Agreement by any party previously stipulating to its provisions.

IN WITNESS WHEREOF, the parties hereto, having obtained the full consent of their governing bodies, have caused this Agreement to be executed by their duly authorized officers on the day and year written above.

COUNTY OF JEFFERSON, ALABAMA,
A Municipal/Public Corporation

COUNTY OF JEFFERSON, ALABAMA
A Municipal/Public Corporation
W. D. Carrington, President

Homewood City Schools
Bill Cleveland, Superintendent

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

Jul-16-2015-619

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Requirement Change Request Form between Jefferson County, Alabama and Tata America International Corporation to provide enhancement to software program to improve functionality of State "ONE SPOT" interface for the Revenue Department in the amount of \$8,613.

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

STAFF DEVELOPMENT

Multiple Staff Development			
Board of Equalization			
*Maria Knight	State funds		\$1,549.15
John Colburn			\$899.89
Charles Jones			\$899.89
Sheila Cleckler			\$914.89
Letitia Taylor			\$914.89
Robin Henderson			\$899.89
Jane Mardis			\$899.89
AAAO Summer Conference			
Orange Beach, AL - *August 9-14, 2015 and August 11-14, 2015			
County Attorney			
Brent Grainger			\$503.31
Shawna Smith			\$750.52
CLE Seminar			
Orange, Beach, AL – May 7-9. 2015			

Family Court		
Devella Malone		\$1,513.72
Vanessa Jones		\$1,513.72
Spring Workshop Live Life Well		
Washington, DC – August 2-7, 2015		
Storm Water Management		
Hana Berres		\$583.04
Lyn DeClemente		\$575.43
Environmental Protection Agency Workshop		
Biloxi, MS – July 14-16, 2015		
Tax Assessor - Bessemer		
Cheryl Hoskins	State funds	\$711.39
Rickey Davis		\$711.39
2015 Summer Conference		
Orange Beach, AL – August 11-14, 2015		
Youth Detention		
Shantel Jones, Martha Shearer, Patricia Law, Jonathan Carter, Mario, Leonard, Cleophert Warren,		
Scholfield Mark, Maze Eugene, Rouse Thomas, Hampton Dwight, Vernon Montague, Earnesta Smith		\$3,540.00
Surviving Verbal Conflict		
Birmingham, AL – July 16-17, 2015		
Office of Senior Citizen Services		
Lucinda Lipp		\$0
Malinda Parker		
Colecia Perryman		
Sharon Youngblood		
Training for new SCSEP Project Directors & Coordinators		
Silver Springs, MD – July 26-31, 2015		
Individual Staff Development		
Commission - District 5		
David Carrington		\$4,836.15
Paris Germany for Economic Development		
Paris, France & Stuttgart, Germany – June 10-19, 2015		
Community and Economic Development		
Yolanda Caver		\$700.00
NADCP Drug Court		
National Harbor, MD - July 26-30, 2015		
Joel Knight		\$1,113.52
HUD Regional Training		
New Orleans, LA – July 12-15, 2015		
County Manager		
Dan Biles		\$2,504.58
ICMA Annual Conference		
Seattle, WA – September 26-30, 2015		
Environmental Services		
David Denard		\$2,283.11
National Association of Clean Water Agencies Conference		
Providence, RI – July 12-15, 2015		
General Services		
Marvin Harris		\$1,586.38
The Election Center Workshop Certification		
Houston, TX – August 18-23, 2015		
Information Technology		
Xavier Purdue		\$1,136.40
Global Knowledge		
Atlanta, GA – August 30 – September 4, 2015		
Land Development		
Philip Richardson		\$2,527.06
American Society of Landscape Architects		
Chicago, IL – November 5-10, 2015		
Revenue		
Bruce Thompson		\$3,608.05
Tax Audit		
Connecticut and New Jersey – August 22 – September 6, 2015		

Wesley Moore Tax Audit Atlanta, GA – August 9-14, 2015		\$1,203.25
Wesley Moore Tax Audit Nashville, TN – July 26-31, 2015		\$1,262.30
Wesley Moore Michael Humber \$200.00 CROAA Training Class Orange Beach, AL – August 17-21, 2015		\$200.00
Roads and Transportation Alan Dodd IRWA Class Orange Beach, AL – July 21-25, 2015		\$1,901.90
James Henderson IRWA Course Atlanta, GA – July 19-21, 2015		\$867.70
Tax Assessor - Bessemer Janet Bell Intermediate Mapping Foley, AL – July 19-24, 2015	State funds	\$1,939.40
Youth Detention Cornelius Washington ACA Congress of Correction Indianapolis, IN – August 16-19, 2015		\$1,185.00
Office of Senior Citizen Services Lucinda Lipp Pageant Hanceville, AL – July 16-18, 2015		\$0
For Information Only		
Personnel Board Megan Krueger IPAC Conference Atlanta, GA – July 19-22, 2015		\$329.66
Sheriff's Office Jeremy Barbin Roger Morris Homicide and Violent Crimes Investigation Birmingham, AL – July 7-9, 2015		\$295.00 \$295.00
Tim Sanford William Schuelly Rickey Lindley Motor Vehicle Criminal Interdiction Cincinnati, OH – August 30 – September 4, 2015		\$1,413.50 \$1,413.50 \$1,413.50
David Thompson Power DMS Training Orlando, FL – June 6-10, 2015		\$772.92
Wayne Curry Criminal Investigation of Deadly Force Biloxi, MS – August 9-12, 2015		\$687.88

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

BUDGET TRANSACTIONS

Personnel Board \$151,000

Shift funds from various operating accounts to a capital account for demolition and to purchase capital furniture. And add purchasing

memorandum to purchase modular furniture.

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

Jul-16-2015-620

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the Agreement between Jefferson County, Alabama and Venture Technologies, Inc. to provide Cisco equipment and software for various County department and PACA members for the period August 15, 2015 - August 14, 2016 in an amount not to exceed \$750,000. CONTRACT NO. ON00005437

Contract Amendment No. II

This Amendment to Contract entered into this 28th day of May, 2015, between Jefferson County, Alabama, hereinafter referred to as "the County, and Venture Technologies, formerly Strategic Allied Technologies, Incorporated, hereinafter called the contractor", located at 15 Southlake Lane, Suite 350, Birmingham, AL 35244.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

The original contract between the parties referenced above was approved by the Commission on August 29, 2013, recorded in minute book 165, pages 279-278, Amendment I approved by Commission August 28, 2014, recorded in minute book 166, pages 605-606 and is hereby amended as follows:

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK The effective date of this agreement is August 15, 2015; contract term expires August 14, 2016.

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

JEFFERSON COUNTY COMMISSION

James A. Stephens, President - Jefferson County Commission

VENTURE TECHNOLOGIES

_____, Authorized Signature

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

Jul-16-2015-621

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Services Agreement between Jefferson County, Alabama and Motorola Solutions, Inc. to provide hardware and software maintenance services for the 800 MHz 911 Public Safety Radio System for FY2015-2016 in the amount of in the amount of \$680,409.96.

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

A Public Hearing was held to receive comments on the request from Bristol Clairmont Group, LLC for vacation of sanitary sewer easement at Clairmont Apartments. There is no public need for the sanitary sewer right of way at the present or foreseeable future. There being no comments, the Commission took the following action.

Jul-16-2015-622

WHEREAS, Bristol Clairmont Group, L.L.C, is/are the owner(s) of the land abutting the following described dedicated easements, situated in Jefferson County, Alabama, to-wit:

Description of Sanitary Sewer Easement to be Vacated:

Commence at the Northwestern most corner (a ¼" crimped iron) of Lot 1-A Clairmont Apartment Survey, Map Book 231, Page 31,

as recorded in the Office of the Judge of Probate of Jefferson County Alabama, Birmingham District, said point being on the Westerly Right of Way line of 34th Street South, and run in a Southeasterly direction along said Right of Way line a distance of 122.05 feet to the POINT OF BEGINNING of a 20 foot wide sanitary sewer easement lying 10 feet each side of, parallel to and abutting the following described centerline; thence deflect 89°54'07" to the left and run in a Northeasterly direction a distance of 190.96 feet to a point; thence deflect 0°02'59" to the left and run in a Northeasterly direction a distance of 222 feet, more or less, to the westerly right of way line of a public alley and the end of said easement.

Said sanitary sewer easement lies in the SE ¼ of the NE ¼ of Section 31 and the SW ¼ of the NW ¼ of Section 32, both being in Township 17 South, Range 2 West, Jefferson County, Alabama.

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

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

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

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

A Public Hearing was held to receive comments on fixing demolition costs and assessing liens on certain properties in Jefferson County. A concerned citizen (did not give name) and Jacqueline Rice appeared before the Commission. The Commission took the following actions.

Jul-16-2015-623

Com. Dev. # DMO 23-14-1

Insp. Serv. Case # 20140023

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by said Act; and

WHEREAS, the Commission has by resolution duly adopted on September 25, 2014, determined that the hereinafter described structure (herein "the property") is unsafe to the extent of being a public nuisance, and has heretofore ordered the Building Official to demolish the property, and there being no timely appeal of said determination; and

WHEREAS, Federal funding became available from the Department of Housing and Urban Development (HUD) for disaster recovery, through the Commission's Office of Community and Economic Development, to make such demolitions possible in areas affected by the April 27, 2011, tornadoes; and

WHEREAS, the Building Official has caused the property to be demolished and has properly reported the cost of such demolition to the Commission; and

WHEREAS, the Building Official has, by first class mail, given notice to all entities identified in the records of, or is otherwise known to, the Jefferson County Tax Collector as having an interest in the property of the time and date of this Commission meeting, and of their right to attend said meeting and to oppose the assessment of said demolition costs upon the property; and

WHEREAS, the Commission has duly considered the objections, if any, made by said interested parties.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with Section 4 of Act No. 91-193 as follows:

1. It is hereby determined that Jefferson County, Alabama, reasonably incurred costs and which are hereby fixed in the amount of \$5,427.50 in the demolition of the property. Said costs are hereby reduced by the following amount of monies received from the sale of salvage materials from said building or structure, if any, (none).
2. The costs having been fixed as aforesaid and made and confirmed hereby shall constitute a Special Assessment upon the hereinafter

described parcel of land and shall constitute a Lien upon said property for the amount of such assessment, which Lien shall be superior to all other liens on said property except liens for taxes and shall continue in force until paid.

3. The Building Official is hereby ordered to file a certified copy of this resolution in the appropriate Birmingham or Bessemer Division of the Probate Court of Jefferson County, Alabama.

4. The Building Official is hereby ordered to file a certified copy of this resolution with the Tax Collector of Jefferson County, Alabama, who shall add the amount of the foregoing lien to the ad valorem tax bill on the hereinafter described property and shall collect said amount as if it were a tax and remit said amount to the Treasurer of Jefferson County, Alabama, all in accordance with said Act.

5. The Treasurer of Jefferson County, Alabama, is hereby ordered to remit all funds collected, in accordance with HUD's requirements that made Disaster Recovery funding available for said demolition, to the Office of Community and Economic Development's Department 2000.

The property which is the subject of this Resolution, Special Assessment and Lien is located and described as follows:

The remains of an abandoned structure located at 2126 Allen Circle, Jefferson County, Alabama, 35207, and which is located on the following premises:

P.I.D. 22-00-11-2-008-001.005

Said property was last assessed in the name of Suzette D. Williams.

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

Jul-16-2015-624

Com. Dev. # DMO 22-14-1

Insp. Serv. Case # 20140022

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by said Act; and

WHEREAS, the Commission has by resolution duly adopted on September 25, 2014, determined that the hereinafter described structure (herein "the property") is unsafe to the extent of being a public nuisance, and has heretofore ordered the Building Official to demolish the property, and there being no timely appeal of said determination; and

WHEREAS, Federal funding became available from the Department of Housing and Urban Development (HUD) for disaster recovery, through the Commission's Office of Community and Economic Development, to make such demolitions possible in areas affected by the April 27, 2011, tornadoes; and

WHEREAS, the Building Official has caused the property to be demolished and has properly reported the cost of such demolition to the Commission; and

WHEREAS, the Building Official has, by first class mail, given notice to all entities identified in the records of, or is otherwise known to, the Jefferson County Tax Collector as having an interest in the property of the time and date of this Commission meeting, and of their right to attend said meeting and to oppose the assessment of said demolition costs upon the property; and

WHEREAS, the Commission has duly considered the objections, if any, made by said interested parties.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with Section 4 of Act No. 91-193 as follows:

1. It is hereby determined that Jefferson County, Alabama, reasonably incurred costs and which are hereby fixed in the amount of \$1,862.00 in the demolition of the property. Said costs are hereby reduced by the following amount of monies received from the sale of salvage materials from said building or structure, if any, (none).

2. The costs having been fixed as aforesaid and made and confirmed hereby shall constitute a Special Assessment upon the hereinafter described parcel of land and shall constitute a Lien upon said property for the amount of such assessment, which Lien shall be superior to all other liens on said property except liens for taxes and shall continue in force until paid.

3. The Building Official is hereby ordered to file a certified copy of this resolution in the appropriate Birmingham or Bessemer Division of the Probate Court of Jefferson County, Alabama.

4. The Building Official is hereby ordered to file a certified copy of this resolution with the Tax Collector of Jefferson County, Alabama, who shall add the amount of the foregoing lien to the ad valorem tax bill on the hereinafter described property and shall collect said amount

as if it were a tax and remit said amount to the Treasurer of Jefferson County, Alabama, all in accordance with said Act.

5. The Treasurer of Jefferson County, Alabama, is hereby ordered to remit all funds collected, in accordance with HUD's requirements that made Disaster Recovery funding available for said demolition, to the Office of Community and Economic Development's Department 2000.

The property which is the subject of this Resolution, Special Assessment and Lien is located and described as follows:

The remains of an abandoned structure located at 2129 Allen Circle, Jefferson County, Alabama, 35207, and which is located on the following premises:

P.I.D. 22-00-11-2-008-001.009

Said property was last assessed in the name of Barbara S. Nixon.

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

Jul-16-2015-625

Com. Dev. # DMO 9-14-3

Insp. Serv. Case # 20140009

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by said Act; and

WHEREAS, the Commission has by resolution duly adopted on September 25, 2014, determined that the hereinafter described structure (herein "the property") is unsafe to the extent of being a public nuisance, and has heretofore ordered the Building Official to demolish the property, and there being no timely appeal of said determination; and

WHEREAS, Federal funding became available from the Department of Housing and Urban Development (HUD) for disaster recovery, through the Commission's Office of Community and Economic Development, to make such demolitions possible in areas affected by the April 27, 2011, tornadoes; and

WHEREAS, the Building Official has caused the property to be demolished and has properly reported the cost of such demolition to the Commission; and

WHEREAS, the Building Official has, by first class mail, given notice to all entities identified in the records of, or is otherwise known to, the Jefferson County Tax Collector as having an interest in the property of the time and date of this Commission meeting, and of their right to attend said meeting and to oppose the assessment of said demolition costs upon the property; and

WHEREAS, the Commission has duly considered the objections, if any, made by said interested parties.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with Section 4 of Act No. 91-193 as follows:

1. It is hereby determined that Jefferson County, Alabama, reasonably incurred costs and which are hereby fixed in the amount of \$7,217.00 in the demolition of the property. Said costs are hereby reduced by the following amount of monies received from the sale of salvage materials from said building or structure, if any, (none).

2. The costs having been fixed as aforesaid and made and confirmed hereby shall constitute a Special Assessment upon the hereinafter described parcel of land and shall constitute a Lien upon said property for the amount of such assessment, which Lien shall be superior to all other liens on said property except liens for taxes and shall continue in force until paid.

3. The Building Official is hereby ordered to file a certified copy of this resolution in the appropriate Birmingham or Bessemer Division of the Probate Court of Jefferson County, Alabama.

4. The Building Official is hereby ordered to file a certified copy of this resolution with the Tax Collector of Jefferson County, Alabama, who shall add the amount of the foregoing lien to the ad valorem tax bill on the hereinafter described property and shall collect said amount as if it were a tax and remit said amount to the Treasurer of Jefferson County, Alabama, all in accordance with said Act.

5. The Treasurer of Jefferson County, Alabama, is hereby ordered to remit all funds collected, in accordance with HUD's requirements that made Disaster Recovery funding available for said demolition, to the Office of Community and Economic Development's Department 2000.

The property which is the subject of this Resolution, Special Assessment and Lien is located and described as follows:

The remains of an abandoned structure located at 1547 Arcade Terrace, Jefferson County, Alabama, 35023, and which is located on

the following premises:

P.I.D. 31-00-23-1-000-041.000

Said property was last assessed in the name of Walter W. Greer.

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

Resolution for the purpose of fixing demolition costs and assessing liens was carried over.

2308 Belmore Lane, Jefferson County, Alabama, 35207, P.I.D. 22-00-11-2-006-0019.000 in the name of Charles A. Rice & Jacqueline W. Rice

Jul-16-2015-626

Com. Dev. # DMO 12-14-1

Insp. Serv. Case # 20140012

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by said Act; and

WHEREAS, the Commission has by resolution duly adopted on September 25, 2014, determined that the hereinafter described structure (herein "the property") is unsafe to the extent of being a public nuisance, and has heretofore ordered the Building Official to demolish the property, and there being no timely appeal of said determination; and

WHEREAS, Federal funding became available from the Department of Housing and Urban Development (HUD) for disaster recovery, through the Commission's Office of Community and Economic Development, to make such demolitions possible in areas affected by the April 27, 2011, tornadoes; and

WHEREAS, the Building Official has caused the property to be demolished and has properly reported the cost of such demolition to the Commission; and

WHEREAS, the Building Official has, by first class mail, given notice to all entities identified in the records of, or is otherwise known to, the Jefferson County Tax Collector as having an interest in the property of the time and date of this Commission meeting, and of their right to attend said meeting and to oppose the assessment of said demolition costs upon the property; and

WHEREAS, the Commission has duly considered the objections, if any, made by said interested parties.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with Section 4 of Act No. 91-193 as follows:

1. It is hereby determined that Jefferson County, Alabama, reasonably incurred costs and which are hereby fixed in the amount of \$4,900.00 in the demolition of the property. Said costs are hereby reduced by the following amount of monies received from the sale of salvage materials from said building or structure, if any, (none).
2. The costs having been fixed as aforesaid and made and confirmed hereby shall constitute a Special Assessment upon the hereinafter described parcel of land and shall constitute a Lien upon said property for the amount of such assessment, which Lien shall be superior to all other liens on said property except liens for taxes and shall continue in force until paid.
3. The Building Official is hereby ordered to file a certified copy of this resolution in the appropriate Birmingham or Bessemer Division of the Probate Court of Jefferson County, Alabama.
4. The Building Official is hereby ordered to file a certified copy of this resolution with the Tax Collector of Jefferson County, Alabama, who shall add the amount of the foregoing lien to the ad valorem tax bill on the hereinafter described property and shall collect said amount as if it were a tax and remit said amount to the Treasurer of Jefferson County, Alabama, all in accordance with said Act.
5. The Treasurer of Jefferson County, Alabama, is hereby ordered to remit all funds collected, in accordance with HUD's requirements that made Disaster Recovery funding available for said demolition, to the Office of Community and Economic Development's Department 2000.

The property which is the subject of this Resolution, Special Assessment and Lien is located and described as follows:

The remains of an abandoned structure located at 4316 Blanche Street, Jefferson County, Alabama, 35207, and which is located on the following premises:

P.I.D. 22-00-10-4-016-009.000

Said property was last assessed in the name of MTAG.

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

Jul-16-2015-627

Com. Dev. # DMO 4-14-3

Insp. Serv. Case # 20140004

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by said Act; and

WHEREAS, the Commission has by resolution duly adopted on September 25, 2014, determined that the hereinafter described structure (herein "the property") is unsafe to the extent of being a public nuisance, and has heretofore ordered the Building Official to demolish the property, and there being no timely appeal of said determination; and

WHEREAS, Federal funding became available from the Department of Housing and Urban Development (HUD) for disaster recovery, through the Commission's Office of Community and Economic Development, to make such demolitions possible in areas affected by the April 27, 2011, tornadoes; and

WHEREAS, the Building Official has caused the property to be demolished and has properly reported the cost of such demolition to the Commission; and

WHEREAS, the Building Official has, by first class mail, given notice to all entities identified in the records of, or is otherwise known to, the Jefferson County Tax Collector as having an interest in the property of the time and date of this Commission meeting, and of their right to attend said meeting and to oppose the assessment of said demolition costs upon the property; and

WHEREAS, the Commission has duly considered the objections, if any, made by said interested parties.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with Section 4 of Act No. 91-193 as follows:

1. It is hereby determined that Jefferson County, Alabama, reasonably incurred costs and which are hereby fixed in the amount of \$7,584.00 in the demolition of the property. Said costs are hereby reduced by the following amount of monies received from the sale of salvage materials from said building or structure, if any, (none).
2. The costs having been fixed as aforesaid and made and confirmed hereby shall constitute a Special Assessment upon the hereinafter described parcel of land and shall constitute a Lien upon said property for the amount of such assessment, which Lien shall be superior to all other liens on said property except liens for taxes and shall continue in force until paid.
3. The Building Official is hereby ordered to file a certified copy of this resolution in the appropriate Birmingham or Bessemer Division of the Probate Court of Jefferson County, Alabama.
4. The Building Official is hereby ordered to file a certified copy of this resolution with the Tax Collector of Jefferson County, Alabama, who shall add the amount of the foregoing lien to the ad valorem tax bill on the hereinafter described property and shall collect said amount as if it were a tax and remit said amount to the Treasurer of Jefferson County, Alabama, all in accordance with said Act.
5. The Treasurer of Jefferson County, Alabama, is hereby ordered to remit all funds collected, in accordance with HUD's requirements that made Disaster Recovery funding available for said demolition, to the Office of Community and Economic Development's Department 2000.

The property which is the subject of this Resolution, Special Assessment and Lien is located and described as follows:

The remains of an abandoned structure located at 111 Concord Highland Drive, Jefferson County, Alabama, 35023, and which is located on the following premises:

P.I.D. 31-00-23-1-000-002.000

Said property was last assessed in the name of Michael Thomas Dabbs

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

Com. Dev. # DMO 7-14-3

Insp. Serv. Case # 20140007

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by said Act; and

WHEREAS, the Commission has by resolution duly adopted on September 25, 2014, determined that the hereinafter described structure (herein "the property") is unsafe to the extent of being a public nuisance, and has heretofore ordered the Building Official to demolish the property, and there being no timely appeal of said determination; and

WHEREAS, Federal funding became available from the Department of Housing and Urban Development (HUD) for disaster recovery, through the Commission's Office of Community and Economic Development, to make such demolitions possible in areas affected by the April 27, 2011, tornadoes; and

WHEREAS, the Building Official has caused the property to be demolished and has properly reported the cost of such demolition to the Commission; and

WHEREAS, the Building Official has, by first class mail, given notice to all entities identified in the records of, or is otherwise known to, the Jefferson County Tax Collector as having an interest in the property of the time and date of this Commission meeting, and of their right to attend said meeting and to oppose the assessment of said demolition costs upon the property; and

WHEREAS, the Commission has duly considered the objections, if any, made by said interested parties.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with Section 4 of Act No. 91-193 as follows:

1. It is hereby determined that Jefferson County, Alabama, reasonably incurred costs and which are hereby fixed in the amount of \$3,738.00 in the demolition of the property. Said costs are hereby reduced by the following amount of monies received from the sale of salvage materials from said building or structure, if any, (none).
2. The costs having been fixed as aforesaid and made and confirmed hereby shall constitute a Special Assessment upon the hereinafter described parcel of land and shall constitute a Lien upon said property for the amount of such assessment, which Lien shall be superior to all other liens on said property except liens for taxes and shall continue in force until paid.
3. The Building Official is hereby ordered to file a certified copy of this resolution in the appropriate Birmingham or Bessemer Division of the Probate Court of Jefferson County, Alabama.
4. The Building Official is hereby ordered to file a certified copy of this resolution with the Tax Collector of Jefferson County, Alabama, who shall add the amount of the foregoing lien to the ad valorem tax bill on the hereinafter described property and shall collect said amount as if it were a tax and remit said amount to the Treasurer of Jefferson County, Alabama, all in accordance with said Act.
5. The Treasurer of Jefferson County, Alabama, is hereby ordered to remit all funds collected, in accordance with HUD's requirements that made Disaster Recovery funding available for said demolition, to the Office of Community and Economic Development's Department 2000.

The property which is the subject of this Resolution, Special Assessment and Lien is located and described as follows:

The remains of an abandoned structure located at 149 Concord Highland Drive, Jefferson County, Alabama, 35023, and which is located on the following premises:

P.I.D. 31-00-14-4-005-039.000

Said property was last assessed in the name of David G. Anderson and Phillip D. Anderson.

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

Com. Dev. # DMO 29-14-1

Insp. Serv. Case # 20140029

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by said Act; and

WHEREAS, the Commission has by resolution duly adopted on September 25, 2014, determined that the hereinafter described structure (herein "the property") is unsafe to the extent of being a public nuisance, and has heretofore ordered the Building Official to demolish the property, and there being no timely appeal of said determination; and

WHEREAS, Federal funding became available from the Department of Housing and Urban Development (HUD) for disaster recovery, through the Commission's Office of Community and Economic Development, to make such demolitions possible in areas affected by the April 27, 2011, tornadoes; and

WHEREAS, the Building Official has caused the property to be demolished and has properly reported the cost of such demolition to the Commission; and

WHEREAS, the Building Official has, by first class mail, given notice to all entities identified in the records of, or is otherwise known to, the Jefferson County Tax Collector as having an interest in the property of the time and date of this Commission meeting, and of their right to attend said meeting and to oppose the assessment of said demolition costs upon the property; and

WHEREAS, the Commission has duly considered the objections, if any, made by said interested parties.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with Section 4 of Act No. 91-193 as follows:

1. It is hereby determined that Jefferson County, Alabama, reasonably incurred costs and which are hereby fixed in the amount of \$2,388.00 in the demolition of the property. Said costs are hereby reduced by the following amount of monies received from the sale of salvage materials from said building or structure, if any, (none).
2. The costs having been fixed as aforesaid and made and confirmed hereby shall constitute a Special Assessment upon the hereinafter described parcel of land and shall constitute a Lien upon said property for the amount of such assessment, which Lien shall be superior to all other liens on said property except liens for taxes and shall continue in force until paid.
3. The Building Official is hereby ordered to file a certified copy of this resolution in the appropriate Birmingham or Bessemer Division of the Probate Court of Jefferson County, Alabama.
4. The Building Official is hereby ordered to file a certified copy of this resolution with the Tax Collector of Jefferson County, Alabama, who shall add the amount of the foregoing lien to the ad valorem tax bill on the hereinafter described property and shall collect said amount as if it were a tax and remit said amount to the Treasurer of Jefferson County, Alabama, all in accordance with said Act.
5. The Treasurer of Jefferson County, Alabama, is hereby ordered to remit all funds collected, in accordance with HUD's requirements that made Disaster Recovery funding available for said demolition, to the Office of Community and Economic Development's Department 2000.

The property which is the subject of this Resolution, Special Assessment and Lien is located and described as follows:

The remains of an abandoned structure located at 2125 Leola Avenue, Jefferson County, Alabama, 35207, and which is located on the following premises:

P.I.D. 22-00-11-2-008-006.000

Said property was last assessed in the name of Bernice Thornton.

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

Resolution for the purpose of fixing demolition costs and assessing liens was carried over.

2133 Leola Avenue, Jefferson County, Alabama, 35207, P.I.D. 22-00-11-2-008-005.000 in the name of Edward Johnson.

Jul-16-2015-630

Com. Dev. # DMO 27-14-1

Insp. Serv. Case # 20140027

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the

person to exercise the authority and perform the duties delegated by said Act; and

WHEREAS, the Commission has by resolution duly adopted on September 25, 2014, determined that the hereinafter described structure (herein "the property") is unsafe to the extent of being a public nuisance, and has heretofore ordered the Building Official to demolish the property, and there being no timely appeal of said determination; and

WHEREAS, Federal funding became available from the Department of Housing and Urban Development (HUD) for disaster recovery, through the Commission's Office of Community and Economic Development, to make such demolitions possible in areas affected by the April 27, 2011, tornadoes; and

WHEREAS, the Building Official has caused the property to be demolished and has properly reported the cost of such demolition to the Commission; and

WHEREAS, the Building Official has, by first class mail, given notice to all entities identified in the records of, or is otherwise known to, the Jefferson County Tax Collector as having an interest in the property of the time and date of this Commission meeting, and of their right to attend said meeting and to oppose the assessment of said demolition costs upon the property; and

WHEREAS, the Commission has duly considered the objections, if any, made by said interested parties.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with Section 4 of Act No. 91-193 as follows:

1. It is hereby determined that Jefferson County, Alabama, reasonably incurred costs and which are hereby fixed in the amount of \$8,212.00 in the demolition of the property. Said costs are hereby reduced by the following amount of monies received from the sale of salvage materials from said building or structure, if any, (none).
2. The costs having been fixed as aforesaid and made and confirmed hereby shall constitute a Special Assessment upon the hereinafter described parcel of land and shall constitute a Lien upon said property for the amount of such assessment, which Lien shall be superior to all other liens on said property except liens for taxes and shall continue in force until paid.
3. The Building Official is hereby ordered to file a certified copy of this resolution in the appropriate Birmingham or Bessemer Division of the Probate Court of Jefferson County, Alabama.
4. The Building Official is hereby ordered to file a certified copy of this resolution with the Tax Collector of Jefferson County, Alabama, who shall add the amount of the foregoing lien to the ad valorem tax bill on the hereinafter described property and shall collect said amount as if it were a tax and remit said amount to the Treasurer of Jefferson County, Alabama, all in accordance with said Act.
5. The Treasurer of Jefferson County, Alabama, is hereby ordered to remit all funds collected, in accordance with HUD's requirements that made Disaster Recovery funding available for said demolition, to the Office of Community and Economic Development's Department 2000.

The property which is the subject of this Resolution, Special Assessment and Lien is located and described as follows:

The remains of an abandoned structure located at 2141 Leola Avenue, Jefferson County, Alabama, 35207, and which is located on the following premises:

P.I.D. 22-00-11-2-008-003.000

Said property was last assessed in the name of Kennedy Dev Properties.

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

Jul-16-2015-631

Com. Dev. # DMO 25-14-1

Insp. Serv. Case # 20140025

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by said Act; and

WHEREAS, the Commission has by resolution duly adopted on September 25, 2014, determined that the hereinafter described structure (herein "the property") is unsafe to the extent of being a public nuisance, and has heretofore ordered the Building Official to demolish the property, and there being no timely appeal of said determination; and

WHEREAS, Federal funding became available from the Department of Housing and Urban Development (HUD) for disaster recovery, through the Commission's Office of Community and Economic Development, to make such demolitions possible in areas affected by the April

27, 2011, tornadoes; and

WHEREAS, the Building Official has caused the property to be demolished and has properly reported the cost of such demolition to the Commission; and

WHEREAS, the Building Official has, by first class mail, given notice to all entities identified in the records of, or is otherwise known to, the Jefferson County Tax Collector as having an interest in the property of the time and date of this Commission meeting, and of their right to attend said meeting and to oppose the assessment of said demolition costs upon the property; and

WHEREAS, the Commission has duly considered the objections, if any, made by said interested parties.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with Section 4 of Act No. 91-193 as follows:

1. It is hereby determined that Jefferson County, Alabama, reasonably incurred costs and which are hereby fixed in the amount of \$4,600.00 in the demolition of the property. Said costs are hereby reduced by the following amount of monies received from the sale of salvage materials from said building or structure, if any, (none).
2. The costs having been fixed as aforesaid and made and confirmed hereby shall constitute a Special Assessment upon the hereinafter described parcel of land and shall constitute a Lien upon said property for the amount of such assessment, which Lien shall be superior to all other liens on said property except liens for taxes and shall continue in force until paid.
3. The Building Official is hereby ordered to file a certified copy of this resolution in the appropriate Birmingham or Bessemer Division of the Probate Court of Jefferson County, Alabama.
4. The Building Official is hereby ordered to file a certified copy of this resolution with the Tax Collector of Jefferson County, Alabama, who shall add the amount of the foregoing lien to the ad valorem tax bill on the hereinafter described property and shall collect said amount as if it were a tax and remit said amount to the Treasurer of Jefferson County, Alabama, all in accordance with said Act.
5. The Treasurer of Jefferson County, Alabama, is hereby ordered to remit all funds collected, in accordance with HUD's requirements that made Disaster Recovery funding available for said demolition, to the Office of Community and Economic Development's Department 2000.

The property which is the subject of this Resolution, Special Assessment and Lien is located and described as follows:

The remains of an abandoned structure located at 2142 Leola Avenue, Jefferson County, Alabama, 35207, and which is located on the following premises:

P.I.D. 22-00-11-2-002-017.000

Said property was last assessed in the name of Charlene E. Hill, Agent to Heir for Jerrell Hill.

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

Jul-16-2015-632

Com. Dev. # DMO 26-14-1

Insp. Serv. Case # 20140026

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by said Act; and

WHEREAS, the Commission has by resolution duly adopted on September 25, 2014, determined that the hereinafter described structure (herein "the property") is unsafe to the extent of being a public nuisance, and has heretofore ordered the Building Official to demolish the property, and there being no timely appeal of said determination; and

WHEREAS, Federal funding became available from the Department of Housing and Urban Development (HUD) for disaster recovery, through the Commission's Office of Community and Economic Development, to make such demolitions possible in areas affected by the April 27, 2011, tornadoes; and

WHEREAS, the Building Official has caused the property to be demolished and has properly reported the cost of such demolition to the Commission; and

WHEREAS, the Building Official has, by first class mail, given notice to all entities identified in the records of, or is otherwise known to, the Jefferson County Tax Collector as having an interest in the property of the time and date of this Commission meeting, and of their right to attend said meeting and to oppose the assessment of said demolition costs upon the property; and

WHEREAS, the Commission has duly considered the objections, if any, made by said interested parties.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with Section 4 of Act No. 91-193 as follows:

1. It is hereby determined that Jefferson County, Alabama, reasonably incurred costs and which are hereby fixed in the amount of \$3,873.00 in the demolition of the property. Said costs are hereby reduced by the following amount of monies received from the sale of salvage materials from said building or structure, if any, (none).
2. The costs having been fixed as aforesaid and made and confirmed hereby shall constitute a Special Assessment upon the hereinafter described parcel of land and shall constitute a Lien upon said property for the amount of such assessment, which Lien shall be superior to all other liens on said property except liens for taxes and shall continue in force until paid.
3. The Building Official is hereby ordered to file a certified copy of this resolution in the appropriate Birmingham or Bessemer Division of the Probate Court of Jefferson County, Alabama.
4. The Building Official is hereby ordered to file a certified copy of this resolution with the Tax Collector of Jefferson County, Alabama, who shall add the amount of the foregoing lien to the ad valorem tax bill on the hereinafter described property and shall collect said amount as if it were a tax and remit said amount to the Treasurer of Jefferson County, Alabama, all in accordance with said Act.
5. The Treasurer of Jefferson County, Alabama, is hereby ordered to remit all funds collected, in accordance with HUD's requirements that made Disaster Recovery funding available for said demolition, to the Office of Community and Economic Development's Department 2000.

The property which is the subject of this Resolution, Special Assessment and Lien is located and described as follows:

The remains of an abandoned structure located at 2145 Leola Avenue, Jefferson County, Alabama, 35207, and which is located on the following premises:

P.I.D. 22-00-11-2-008-002.000

Said property was last assessed in the name of Eugene & Linda G. Baldwin.

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

Jul-16-2015-633

Com. Dev. # DMO 24-14-1

Insp. Serv. Case # 20140024

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by said Act; and

WHEREAS, the Commission has by resolution duly adopted on September 25, 2014, determined that the hereinafter described structure (herein "the property") is unsafe to the extent of being a public nuisance, and has heretofore ordered the Building Official to demolish the property, and there being no timely appeal of said determination; and

WHEREAS, Federal funding became available from the Department of Housing and Urban Development (HUD) for disaster recovery, through the Commission's Office of Community and Economic Development, to make such demolitions possible in areas affected by the April 27, 2011, tornadoes; and

WHEREAS, the Building Official has caused the property to be demolished and has properly reported the cost of such demolition to the Commission; and

WHEREAS, the Building Official has, by first class mail, given notice to all entities identified in the records of, or is otherwise known to, the Jefferson County Tax Collector as having an interest in the property of the time and date of this Commission meeting, and of their right to attend said meeting and to oppose the assessment of said demolition costs upon the property; and

WHEREAS, the Commission has duly considered the objections, if any, made by said interested parties.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with Section 4 of Act No. 91-193 as follows:

1. It is hereby determined that Jefferson County, Alabama, reasonably incurred costs and which are hereby fixed in the amount of \$4,465.00 in the demolition of the property. Said costs are hereby reduced by the following amount of monies received from the sale of salvage materials from said building or structure, if any, (none).

2. The costs having been fixed as aforesaid and made and confirmed hereby shall constitute a Special Assessment upon the hereinafter described parcel of land and shall constitute a Lien upon said property for the amount of such assessment, which Lien shall be superior to all other liens on said property except liens for taxes and shall continue in force until paid.
3. The Building Official is hereby ordered to file a certified copy of this resolution in the appropriate Birmingham or Bessemer Division of the Probate Court of Jefferson County, Alabama.
4. The Building Official is hereby ordered to file a certified copy of this resolution with the Tax Collector of Jefferson County, Alabama, who shall add the amount of the foregoing lien to the ad valorem tax bill on the hereinafter described property and shall collect said amount as if it were a tax and remit said amount to the Treasurer of Jefferson County, Alabama, all in accordance with said Act.
5. The Treasurer of Jefferson County, Alabama, is hereby ordered to remit all funds collected, in accordance with HUD's requirements that made Disaster Recovery funding available for said demolition, to the Office of Community and Economic Development's Department 2000.

The property which is the subject of this Resolution, Special Assessment and Lien is located and described as follows:

The remains of an abandoned structure located at 2146 Leola Avenue, Jefferson County, Alabama, 35207, and which is located on the following premises:

P.I.D. 22-00-11-2-008-018.000

Said property was last assessed in the name of Beadie A. Bell.

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

Jul-16-2015-634

Com. Dev. # DMO 21-14-1

Insp. Serv. Case # 20140021

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by said Act; and

WHEREAS, the Commission has by resolution duly adopted on September 25, 2014, determined that the hereinafter described structure (herein "the property") is unsafe to the extent of being a public nuisance, and has heretofore ordered the Building Official to demolish the property, and there being no timely appeal of said determination; and

WHEREAS, Federal funding became available from the Department of Housing and Urban Development (HUD) for disaster recovery, through the Commission's Office of Community and Economic Development, to make such demolitions possible in areas affected by the April 27, 2011, tornadoes; and

WHEREAS, the Building Official has caused the property to be demolished and has properly reported the cost of such demolition to the Commission; and

WHEREAS, the Building Official has, by first class mail, given notice to all entities identified in the records of, or is otherwise known to, the Jefferson County Tax Collector as having an interest in the property of the time and date of this Commission meeting, and of their right to attend said meeting and to oppose the assessment of said demolition costs upon the property; and

WHEREAS, the Commission has duly considered the objections, if any, made by said interested parties.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with Section 4 of Act No. 91-193 as follows:

1. It is hereby determined that Jefferson County, Alabama, reasonably incurred costs and which are hereby fixed in the amount of \$9,981.25 in the demolition of the property. Said costs are hereby reduced by the following amount of monies received from the sale of salvage materials from said building or structure, if any, (none).
2. The costs having been fixed as aforesaid and made and confirmed hereby shall constitute a Special Assessment upon the hereinafter described parcel of land and shall constitute a Lien upon said property for the amount of such assessment, which Lien shall be superior to all other liens on said property except liens for taxes and shall continue in force until paid.
3. The Building Official is hereby ordered to file a certified copy of this resolution in the appropriate Birmingham or Bessemer Division of the Probate Court of Jefferson County, Alabama.
4. The Building Official is hereby ordered to file a certified copy of this resolution with the Tax Collector of Jefferson County, Alabama,

who shall add the amount of the foregoing lien to the ad valorem tax bill on the hereinafter described property and shall collect said amount as if it were a tax and remit said amount to the Treasurer of Jefferson County, Alabama, all in accordance with said Act.

5. The Treasurer of Jefferson County, Alabama, is hereby ordered to remit all funds collected, in accordance with HUD's requirements that made Disaster Recovery funding available for said demolition, to the Office of Community and Economic Development's Department 2000.

The property which is the subject of this Resolution, Special Assessment and Lien is located and described as follows:

The remains of an abandoned structure located at 4805 Mariana Street North, Jefferson County, Alabama, 35207, and which is located on the following premises:

P.I.D. 22-00-10-1-003-032.005

Said property was last assessed in the name of Marvin J. Allen.

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

Jul-16-2015-635

Com. Dev. # DMO 31-14-1

Insp. Serv. Case # 20140031

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by said Act; and

WHEREAS, the Commission has by resolution duly adopted on September 25, 2014, determined that the hereinafter described structure (herein "the property") is unsafe to the extent of being a public nuisance, and has heretofore ordered the Building Official to demolish the property, and there being no timely appeal of said determination; and

WHEREAS, Federal funding became available from the Department of Housing and Urban Development (HUD) for disaster recovery, through the Commission's Office of Community and Economic Development, to make such demolitions possible in areas affected by the April 27, 2011, tornadoes; and

WHEREAS, the Building Official has caused the property to be demolished and has properly reported the cost of such demolition to the Commission; and

WHEREAS, the Building Official has, by first class mail, given notice to all entities identified in the records of, or is otherwise known to, the Jefferson County Tax Collector as having an interest in the property of the time and date of this Commission meeting, and of their right to attend said meeting and to oppose the assessment of said demolition costs upon the property; and

WHEREAS, the Commission has duly considered the objections, if any, made by said interested parties.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with Section 4 of Act No. 91-193 as follows:

1. It is hereby determined that Jefferson County, Alabama, reasonably incurred costs and which are hereby fixed in the amount of \$3,005.50 in the demolition of the property. Said costs are hereby reduced by the following amount of monies received from the sale of salvage materials from said building or structure, if any, (none).

2. The costs having been fixed as aforesaid and made and confirmed hereby shall constitute a Special Assessment upon the hereinafter described parcel of land and shall constitute a Lien upon said property for the amount of such assessment, which Lien shall be superior to all other liens on said property except liens for taxes and shall continue in force until paid.

3. The Building Official is hereby ordered to file a certified copy of this resolution in the appropriate Birmingham or Bessemer Division of the Probate Court of Jefferson County, Alabama.

4. The Building Official is hereby ordered to file a certified copy of this resolution with the Tax Collector of Jefferson County, Alabama, who shall add the amount of the foregoing lien to the ad valorem tax bill on the hereinafter described property and shall collect said amount as if it were a tax and remit said amount to the Treasurer of Jefferson County, Alabama, all in accordance with said Act.

5. The Treasurer of Jefferson County, Alabama, is hereby ordered to remit all funds collected, in accordance with HUD's requirements that made Disaster Recovery funding available for said demolition, to the Office of Community and Economic Development's Department 2000.

The property which is the subject of this Resolution, Special Assessment and Lien is located and described as follows:

The remains of an abandoned structure located at 2186 North Smithfield Lane, Jefferson County, Alabama, 35207, and which is located on the following premises:

P.I.D. 22-00-11-2-001-007.000

Said property was last assessed in the name of Larry A. Graves, Jr.

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

Jul-16-2015-636

Com. Dev. # DMO 32-14-1

Insp. Serv. Case # 20140032

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by said Act; and

WHEREAS, the Commission has by resolution duly adopted on September 25, 2014, determined that the hereinafter described structure (herein "the property") is unsafe to the extent of being a public nuisance, and has heretofore ordered the Building Official to demolish the property, and there being no timely appeal of said determination; and

WHEREAS, Federal funding became available from the Department of Housing and Urban Development (HUD) for disaster recovery, through the Commission's Office of Community and Economic Development, to make such demolitions possible in areas affected by the April 27, 2011, tornadoes; and

WHEREAS, the Building Official has caused the property to be demolished and has properly reported the cost of such demolition to the Commission; and

WHEREAS, the Building Official has, by first class mail, given notice to all entities identified in the records of, or is otherwise known to, the Jefferson County Tax Collector as having an interest in the property of the time and date of this Commission meeting, and of their right to attend said meeting and to oppose the assessment of said demolition costs upon the property; and

WHEREAS, the Commission has duly considered the objections, if any, made by said interested parties.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with Section 4 of Act No. 91-193 as follows:

1. It is hereby determined that Jefferson County, Alabama, reasonably incurred costs and which are hereby fixed in the amount of \$2,502.50 in the demolition of the property. Said costs are hereby reduced by the following amount of monies received from the sale of salvage materials from said building or structure, if any, (none).
2. The costs having been fixed as aforesaid and made and confirmed hereby shall constitute a Special Assessment upon the hereinafter described parcel of land and shall constitute a Lien upon said property for the amount of such assessment, which Lien shall be superior to all other liens on said property except liens for taxes and shall continue in force until paid.
3. The Building Official is hereby ordered to file a certified copy of this resolution in the appropriate Birmingham or Bessemer Division of the Probate Court of Jefferson County, Alabama.
4. The Building Official is hereby ordered to file a certified copy of this resolution with the Tax Collector of Jefferson County, Alabama, who shall add the amount of the foregoing lien to the ad valorem tax bill on the hereinafter described property and shall collect said amount as if it were a tax and remit said amount to the Treasurer of Jefferson County, Alabama, all in accordance with said Act.
5. The Treasurer of Jefferson County, Alabama, is hereby ordered to remit all funds collected, in accordance with HUD's requirements that made Disaster Recovery funding available for said demolition, to the Office of Community and Economic Development's Department 2000.

The property which is the subject of this Resolution, Special Assessment and Lien is located and described as follows:

The remains of an abandoned structure located at 2209 North Smithfield Lane, Jefferson County, Alabama, 35207, and which is located on the following premises:

P.I.D. 22-00-11-2-004-098.000

Said property was last assessed in the name of Nims E. Gay and Beulah S. Gay.

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

Com. Dev. # DMO 30-14-1

Insp. Serv. Case # 20140033

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by said Act; and

WHEREAS, the Commission has by resolution duly adopted on September 25, 2014, determined that the hereinafter described structure (herein "the property") is unsafe to the extent of being a public nuisance, and has heretofore ordered the Building Official to demolish the property, and there being no timely appeal of said determination; and

WHEREAS, Federal funding became available from the Department of Housing and Urban Development (HUD) for disaster recovery, through the Commission's Office of Community and Economic Development, to make such demolitions possible in areas affected by the April 27, 2011, tornadoes; and

WHEREAS, the Building Official has caused the property to be demolished and has properly reported the cost of such demolition to the Commission; and

WHEREAS, the Building Official has, by first class mail, given notice to all entities identified in the records of, or is otherwise known to, the Jefferson County Tax Collector as having an interest in the property of the time and date of this Commission meeting, and of their right to attend said meeting and to oppose the assessment of said demolition costs upon the property; and

WHEREAS, the Commission has duly considered the objections, if any, made by said interested parties.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with Section 4 of Act No. 91-193 as follows:

1. It is hereby determined that Jefferson County, Alabama, reasonably incurred costs and which are hereby fixed in the amount of \$2,248.00 in the demolition of the property. Said costs are hereby reduced by the following amount of monies received from the sale of salvage materials from said building or structure, if any, (none).
2. The costs having been fixed as aforesaid and made and confirmed hereby shall constitute a Special Assessment upon the hereinafter described parcel of land and shall constitute a Lien upon said property for the amount of such assessment, which Lien shall be superior to all other liens on said property except liens for taxes and shall continue in force until paid.
3. The Building Official is hereby ordered to file a certified copy of this resolution in the appropriate Birmingham or Bessemer Division of the Probate Court of Jefferson County, Alabama.
4. The Building Official is hereby ordered to file a certified copy of this resolution with the Tax Collector of Jefferson County, Alabama, who shall add the amount of the foregoing lien to the ad valorem tax bill on the hereinafter described property and shall collect said amount as if it were a tax and remit said amount to the Treasurer of Jefferson County, Alabama, all in accordance with said Act.
5. The Treasurer of Jefferson County, Alabama, is hereby ordered to remit all funds collected, in accordance with HUD's requirements that made Disaster Recovery funding available for said demolition, to the Office of Community and Economic Development's Department 2000.

The property which is the subject of this Resolution, Special Assessment and Lien is located and described as follows:

The remains of an abandoned structure located at 2229 North Smithfield Lane, Jefferson County, Alabama, 35207, and which is located on the following premises:

P.I.D. 22-00-11-2-004-093.000

Said property was last assessed in the name of Nationstar Mortgage.

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

Com. Dev. # DMO 59-14-3

Insp. Serv. Case # 20140059

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County

Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by said Act; and

WHEREAS, the Commission has by resolution duly adopted on September 25, 2014, determined that the hereinafter described structure (herein "the property") is unsafe to the extent of being a public nuisance, and has heretofore ordered the Building Official to demolish the property, and there being no timely appeal of said determination; and

WHEREAS, Federal funding became available from the Department of Housing and Urban Development (HUD) for disaster recovery, through the Commission's Office of Community and Economic Development, to make such demolitions possible in areas affected by the April 27, 2011, tornadoes; and

WHEREAS, the Building Official has caused the property to be demolished and has properly reported the cost of such demolition to the Commission; and

WHEREAS, the Building Official has, by first class mail, given notice to all entities identified in the records of, or is otherwise known to, the Jefferson County Tax Collector as having an interest in the property of the time and date of this Commission meeting, and of their right to attend said meeting and to oppose the assessment of said demolition costs upon the property; and

WHEREAS, the Commission has duly considered the objections, if any, made by said interested parties.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with Section 4 of Act No. 91-193 as follows:

1. It is hereby determined that Jefferson County, Alabama, reasonably incurred costs and which are hereby fixed in the amount of \$3,712.00 in the demolition of the property. Said costs are hereby reduced by the following amount of monies received from the sale of salvage materials from said building or structure, if any, (none).
2. The costs having been fixed as aforesaid and made and confirmed hereby shall constitute a Special Assessment upon the hereinafter described parcel of land and shall constitute a Lien upon said property for the amount of such assessment, which Lien shall be superior to all other liens on said property except liens for taxes and shall continue in force until paid.
3. The Building Official is hereby ordered to file a certified copy of this resolution in the appropriate Birmingham or Bessemer Division of the Probate Court of Jefferson County, Alabama.
4. The Building Official is hereby ordered to file a certified copy of this resolution with the Tax Collector of Jefferson County, Alabama, who shall add the amount of the foregoing lien to the ad valorem tax bill on the hereinafter described property and shall collect said amount as if it were a tax and remit said amount to the Treasurer of Jefferson County, Alabama, all in accordance with said Act.
5. The Treasurer of Jefferson County, Alabama, is hereby ordered to remit all funds collected, in accordance with HUD's requirements that made Disaster Recovery funding available for said demolition, to the Office of Community and Economic Development's Department 2000.

The property which is the subject of this Resolution, Special Assessment and Lien is located and described as follows:

The remains of an abandoned structure located at 20 Sherrod Drive, Jefferson County, Alabama, 35023, and which is located on the following premises:

P.I.D. 31-00-23-1-000-057-007

Said property was last assessed in the name of Donald Bradley.

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

Jul-16-2015-639

Com. Dev. # DMO 60-14-3

Insp. Serv. Case # 20140060

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by said Act; and

WHEREAS, the Commission has by resolution duly adopted on September 25, 2014, determined that the hereinafter described structure (herein "the property") is unsafe to the extent of being a public nuisance, and has heretofore ordered the Building Official to demolish the property, and there being no timely appeal of said determination; and

WHEREAS, Federal funding became available from the Department of Housing and Urban Development (HUD) for disaster recovery,

through the Commission's Office of Community and Economic Development, to make such demolitions possible in areas affected by the April 27, 2011, tornadoes; and

WHEREAS, the Building Official has caused the property to be demolished and has properly reported the cost of such demolition to the Commission; and

WHEREAS, the Building Official has, by first class mail, given notice to all entities identified in the records of, or is otherwise known to, the Jefferson County Tax Collector as having an interest in the property of the time and date of this Commission meeting, and of their right to attend said meeting and to oppose the assessment of said demolition costs upon the property; and

WHEREAS, the Commission has duly considered the objections, if any, made by said interested parties.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with Section 4 of Act No. 91-193 as follows:

1. It is hereby determined that Jefferson County, Alabama, reasonably incurred costs and which are hereby fixed in the amount of \$3,158.00 in the demolition of the property. Said costs are hereby reduced by the following amount of monies received from the sale of salvage materials from said building or structure, if any, (none).
2. The costs having been fixed as aforesaid and made and confirmed hereby shall constitute a Special Assessment upon the hereinafter described parcel of land and shall constitute a Lien upon said property for the amount of such assessment, which Lien shall be superior to all other liens on said property except liens for taxes and shall continue in force until paid.
3. The Building Official is hereby ordered to file a certified copy of this resolution in the appropriate Birmingham or Bessemer Division of the Probate Court of Jefferson County, Alabama.
4. The Building Official is hereby ordered to file a certified copy of this resolution with the Tax Collector of Jefferson County, Alabama, who shall add the amount of the foregoing lien to the ad valorem tax bill on the hereinafter described property and shall collect said amount as if it were a tax and remit said amount to the Treasurer of Jefferson County, Alabama, all in accordance with said Act.
5. The Treasurer of Jefferson County, Alabama, is hereby ordered to remit all funds collected, in accordance with HUD's requirements that made Disaster Recovery funding available for said demolition, to the Office of Community and Economic Development's Department 2000.

The property which is the subject of this Resolution, Special Assessment and Lien is located and described as follows:

The remains of an abandoned structure located at 24 Sherrod Drive, Jefferson County, Alabama, 35023, and which is located on the following premises:

P.I.D. 31-00-23-1-000-057-006

Said property was last assessed in the name of James B. & Jennifer J. Howton.

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

Jul-16-2015-640

Com. Dev. # DMO 2-14-3

Insp. Serv. Case # 20140002

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by said Act; and

WHEREAS, the Commission has by resolution duly adopted on September 25, 2014, determined that the hereinafter described structure (herein "the property") is unsafe to the extent of being a public nuisance, and has heretofore ordered the Building Official to demolish the property, and there being no timely appeal of said determination; and

WHEREAS, Federal funding became available from the Department of Housing and Urban Development (HUD) for disaster recovery, through the Commission's Office of Community and Economic Development, to make such demolitions possible in areas affected by the April 27, 2011, tornadoes; and

WHEREAS, the Building Official has caused the property to be demolished and has properly reported the cost of such demolition to the Commission; and

WHEREAS, the Building Official has, by first class mail, given notice to all entities identified in the records of, or is otherwise known to, the Jefferson County Tax Collector as having an interest in the property of the time and date of this Commission meeting, and of their right

to attend said meeting and to oppose the assessment of said demolition costs upon the property; and

WHEREAS, the Commission has duly considered the objections, if any, made by said interested parties.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with Section 4 of Act No. 91-193 as follows:

1. It is hereby determined that Jefferson County, Alabama, reasonably incurred costs and which are hereby fixed in the amount of \$6,917.00 in the demolition of the property. Said costs are hereby reduced by the following amount of monies received from the sale of salvage materials from said building or structure, if any, (none).
2. The costs having been fixed as aforesaid and made and confirmed hereby shall constitute a Special Assessment upon the hereinafter described parcel of land and shall constitute a Lien upon said property for the amount of such assessment, which Lien shall be superior to all other liens on said property except liens for taxes and shall continue in force until paid.
3. The Building Official is hereby ordered to file a certified copy of this resolution in the appropriate Birmingham or Bessemer Division of the Probate Court of Jefferson County, Alabama.
4. The Building Official is hereby ordered to file a certified copy of this resolution with the Tax Collector of Jefferson County, Alabama, who shall add the amount of the foregoing lien to the ad valorem tax bill on the hereinafter described property and shall collect said amount as if it were a tax and remit said amount to the Treasurer of Jefferson County, Alabama, all in accordance with said Act.
5. The Treasurer of Jefferson County, Alabama, is hereby ordered to remit all funds collected, in accordance with HUD's requirements that made Disaster Recovery funding available for said demolition, to the Office of Community and Economic Development's Department 2000.

The property which is the subject of this Resolution, Special Assessment and Lien is located and described as follows:

The remains of an abandoned structure located at 3520 Warrior River Road, Jefferson County, Alabama, 35023, and which is located on the following premises:

P.I.D. 31-00-23-1-000-006.000

Said property was last assessed in the name of Concord Highland Baptist Church.

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

A Public Hearing was held to receive comments on the proposed revision of Articles 13, 18 and 19 of the Jefferson County Zoning Resolution relating to signs and billboards. Tom Traylor and Steve DeMedicis appeared before the Commission. The Commission took the following action.

Jul-16-2015-641

WHEREAS, the Jefferson County Commission wishes to update Jefferson County Regulations relating to signs and billboards to reflect current practices and technologies; and

WHEREAS, the Jefferson County Planning and Zoning Commission has recommended revised version of Articles 13, 18 and 19 of the Jefferson County Zoning Regulations; and

WHEREAS, the Commission concurs with the proposed revisions and amendments.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the proposal for the revision of the Articles 13, 18 and 19 as amended of the Jefferson County Zoning Resolution are hereby adopted.

ARTICLE 13

SIGN REGULATIONS

The purpose of these sign control regulations is to provide minimum control of signs to promote the health, safety and general welfare by lessening hazards to pedestrians and vehicular traffic, by preserving property values, by preventing unsightly and detrimental development which has a blighting influence upon residential, business and industrial uses, by preventing signs from reaching such excessive size or number that they obscure one another to the detriment of all concerned and by securing certain fundamentals of design for the County.

SECTION 1301

GENERAL REGULATIONS APPLYING TO ALL SIGNS

1301.01 In any zoning district the following general regulations shall apply.

- a. Zoning Approval is required for all signs, with the exception of signs that are exempt under this Article (see subsection k).
- b. Except where otherwise required or permitted, the minimum front setback for any sign shall be zero (0) feet from the right-of-way, or twenty-five (25) feet from the centerline of an undedicated public road. The side and rear setbacks shall be the minimum

required for the district in which said sign is located.

c. No sign shall be erected or maintained at any location where by reason of its position, working, illumination, shape, symbol, color, form or character, it may obstruct, impair, obscure, interfere with the view of, or be confused with any authorized traffic control sign, signal or device; or which may in any other way interfere with, mislead, confuse or disrupt traffic, as determined by Jefferson County.

d. Signs incorporating any noisy mechanical device (whistles, horns, sirens, or other noisy audible devices) are expressly prohibited.

e. No sign of any type, or any foundation or support thereof, shall be placed in a public street or highway right-of-way without full compliance and proper permits in accordance with the Ordinance of the Jefferson County Commission to Regulate the Erection of Community or Subdivision Identification Signs on Public Rights-Of-Way under Jefferson County, Alabama Maintenance Jurisdiction.

f. No electronic sign having flashing or intermittent lights are permitted, and electronic display signs shall not be permitted within three hundred (300) feet of any residential zoning district in any jurisdiction except as a Special Use outlined in subsection (h). (This subsection is not applicable to billboards (see Section 1302 for billboard distance requirements)

g. A sign design to be viewed from more than one direction shall be considered as one sign, provided that the sign faces are not more than forty-eight (48) inches apart if parallel, nor form an angle of more than sixty (60) degrees if angular.

h. All on-premise sign lighting must comply with this Section and the International Building Code within two (2) years after adoption.

All reflective sign lighting systems are permitted without appeal and shall have bulbs or illumination points directed at the sign with a brightness no greater than 800 lumens per bulb or the equivalent. All internally lighted signs must meet the light standards of Digital signs below.

On-premise digital signs and electronic message centers (EMC) are permitted along all designated State or U.S. Highways (except where an Overlay District exists) and along other designated roadways but not within three hundred (300) feet of a residential district unless granted a Special Use permit by the Planning and Zoning Commission. Under no circumstances is such a sign to be located less than 100 feet from a residential district. EMCs are also permitted along other roadways as a Special Use, but where allowed as a Special Use shall not be operated at night after 10:00 pm. Digital Billboards are subject to all standards in Section 1302 and are not eligible for Special Use.

All digital signs, electronic message centers, and digital billboards shall conform to the following standards:

1) Shall contain static messages only, and shall not have movement, scrolling, fading or flashing on any part of the sign structure, design, or pictorial segment of the sign, nor shall such sign have varying light intensity during the display of any single message. Messages or displays shall not change more often than once in eight (8) seconds.

2) Digital signs, digital billboards or EMCs shall not operate at brightness levels of more than 0.30 foot candles above ambient light levels as measured at the following distances:

Sign Area sq. ft.	Distance in feet
10	32
15	39
20	45
25	50
30	55
35	59
40	63
41-300	150
>301	200

3) The owner of digital billboards shall submit an annual certification of the brightness showing compliance by an independent contractor and provide said certification to the Director of the Department of Land Planning.

4) Each digital billboard, sign, or EMC must have a light sensing device that will adjust the brightness of the display as the natural ambient light conditions change.

5) All existing digital billboards shall have 180 days to comply with the provisions of this section of the ordinance regarding lighting from the date of passage by the Jefferson County Commission..

i. No permanent or temporary signs shall be erected or otherwise fixed to any pole, tree, stone, fence, building, structure, or any object within the right-of-way of any street. No permanent or temporary sign shall be erected at the intersection of any street in such a manner as to obstruct free and clear vision, or be confused with any authorized traffic sign, signal or device. No temporary portable signs are permitted except those permitted under subsections (m) and(n).

j. In all districts which allow signs, a maximum of two (2) on-premise signs painted, attached to the building, free-standing) will be allowed per business. For businesses with two road frontages a maximum of one building sign per road frontage and one free-standing

sign per business will be permitted. No Individual sign face shall exceed sixty (60) square feet, and no business may have more than seventy-two (72) square feet in combined signage. In zoning districts with multiple tenant buildings the total number of signs in any combination shall not exceed two (2) per business and shall comply with the section on pylon signs in (l).

k. The following signs are exempt from these regulations:

- 1) Address numerals used for the sole purpose of providing addresses;
- 2) Directional signs of less than four (4) square feet in area;
- 3) Corporate or brand logos attached to fuel pumps;
- 4) Signs posted inside of windows comprising less than 40% of the glass area; and,
- 5) Temporary construction signs to be removed upon completion of construction.

l. Non-exempt signs.

Monument signs are permitted in all areas of the county where signs are permitted subject to the regulations below and so located as to not obstruct required sight distances. Monument signs may not exceed fifty (50) square feet per face and no more than six (6) feet in height.

Pylon, pole, or elevated signs are permitted along all designated State or U.S. Highways (except where an Overlay District exists) and along other designated roadways (roadways to be designated and adopted by the Planning and Zoning Commission), subject to the regulations below. In addition, pylon or elevated signs are permitted along any road where there is a multi-tenant development. In multi-tenant developments there will be one pylon sign only and the pylon sign will be considered to be one of the two signs permitted per business. Pylon signs or elevated signs may not exceed thirty-five (35) feet in height except when permitted as a Special Use approved by the Planning and Zoning Commission. No pylon sign shall be permitted within three hundred (300) feet of a protected residential zone unless approved as a Special Use by the Planning and Zoning Commission.

Projecting signs are permitted in non-residential districts and shall be securely fastened by metal supports to the building surface and meet all applicable building codes while maintaining a clear height of eight (8) feet above the ground level. No projecting sign may extend above the parapet wall. Permissible sign area shall be calculated the same as wall signage and shall be considered inclusive of the total wall sign area allowance for the building.

Wall signs are permitted in non-residential districts and shall be securely fastened to the building surface meeting all applicable building codes.

Wall signs may project from the building face a maximum of 18 inches from the building provided that, if they project more than 4 inches from the building surface, they shall maintain a clear height of eight (8) feet above the ground level. No wall sign may extend above the parapet wall. Wall signs on building faces that abut public roadways or designated access drives to planned centers are restricted to covering no more than 15% of the wall face.

Canopy signs are permitted in non-residential districts and shall be securely fastened by metal supports to the building surface and meet all applicable building codes. Canopy signs may not extend above the parapet wall and shall maintain a clear height of eight (8) feet above the ground level. Permissible sign area shall be calculated the same as wall signage and shall be considered inclusive of the total wall sign area allowance for the building.

Under Canopy signs are permitted but may be no larger than six (6) square feet and must be no less than eight (8) feet above the ground the lowest extremity of the sign and attached to the supporting structure at no less than two points. Permissible sign area shall be considered inclusive of the total wall sign area allowance for the building.

m. Temporary signs are non-illuminated signs including banners and free standing signs or posters made of materials not intended to be permanent and for purposes of advertising temporary promotions such as grand openings or closings and special events. These signs are subject to permit requirements and are allowed for a maximum of 30 days. Any sign posted for a longer period of time than thirty (30) days must meet the requirements for permanent signs.

n. Any sign face in excess of seventy (70) square feet is defined as a Billboard and is subject to the regulations for Billboards except where an on-premise sign face is approved as a Special Use by the Planning and Zoning Commission.

o. The following signs are prohibited in all districts:

1. Vehicles with signs or vehicles as signs permanently parked. All vehicles with signs or logos must be operable and may not be parked in one the same or similar location for more than forty-eight (48) continuous hours in a location visible from the street.
2. Portable signs. Signs made of permanent materials that are made to be towed or placed on a temporary basis.

END SECTION 1301

SECTION 1302

GENERAL REGULATIONS APPLYING TO BILLBOARDS (OFF-PREMISE SIGNS)

1302.01 In addition to any applicable requirements of Section 1301.01 above (including, but not necessarily limited to, the need to obtain Zoning Approval), billboards (as defined in Article 19 of this Resolution) shall further comply with the regulations and requirements set forth below.

a. No permit for a billboard shall be issued without the applicant first having presented documentation of the removal of an existing sign of equal or greater size. All such documentation will be subject to stringent enforcement. If any misrepresentation is made pertaining to any such documentation, the applicant will be subject to revocation of any permit issued in reliance on such misrepresentation, and may be required to remove any structure built or erected under such permit.

b. Billboards located on interstates which are under State and Federal authority shall be required to meet their regulations pertaining to sign placement.

c. Billboards located in unincorporated areas shall not exceed six hundred seventy-two (672) square feet, have no more than two (2) faces, and be erected no closer than one thousand (1,000) feet to another legally erected billboard, as measured along the same side of the street or highway or no closer than one thousand five hundred (1,500) feet as measured along the same side of the street or highway if one or both are electronic digital billboards. All billboards shall be located only along the roads or highways specified below:

Interstates 22, 20, 59, 65, 459 or any federally-designated interstate

Alabama Highways 75, and 79

US Highway 78

Billboards may also be permitted, subject to these regulations, on other roadways only as a Special Use approved by the Planning and Zoning Commission except in Overlay Districts.

No billboard may exceed seventy (70) feet in height measured from the established road grade at the nearest point of the aforementioned road.

*Billboards four hundred (400) square feet or more per face may only be located within one-hundred (100) feet of the right-of-way along Interstate Highways.

d. Billboards on the opposite side of the street or highway shall be no closer than five hundred (500) feet or seven hundred fifty (750) feet if one or both are electronic digital billboards.

e. Billboards may not be located within five hundred (500) feet of any residence in a single-family residential district or within three hundred (300) feet of any residence on a separate parcel or under separate ownership as measured along the frontage of the same side of the street or highway to which the sign is to be viewed.

f. Existing billboards must comply with these regulations when removed or replaced.

g. All signs shall be maintained at the level of appearance originally held at the time of erection.

h. Digital billboards and all lighted billboards shall conform to the lumination requirements of 1301.01.

i. An application/permit fee will be assessed for each outdoor advertising sign billboard in accordance with Section 1803 of this Resolution.

j. Displays shall not include any material depicting, describing or relating to a sexually-oriented business, sexual activity, a nude or semi-nude person whereby intimate body parts would be displayed.

END SECTION 1302

SECTION 1303

SPECIFIC AND SUPPLEMENTAL SIGN REGULATIONS BY ZONING DISTRICT

1303.01 Signs Permitted in All Zoning Districts. In all zoning districts, the following signs shall be permitted without limitation:

a. Signs to regulate traffic.

b. Signs required to be posted by law.

c. Warning signs and no trespassing signs.

d. Signs established by, or by order of, any government agency.

e. Signs indicating bus stops, taxi stands, and similar transportation facilities.

f. Signs giving information concerning the location or use of accessory off-street parking facilities or loading and unloading facilities.

g. Non-illuminated temporary real estate for sale signs, for rent or political signs, maximum two (2) per parcel, measuring no more than four (4) square feet in area. The signs shall be posted for a period of not more than six (6) months, after which time they must meet the standards for permanent signs.

1303.02 Signs Permitted in Agricultural Districts. In all agricultural zoning districts, the following signs are permitted subject to the following regulations:

a. On-premise signs customarily incidental to uses permitted in Agricultural Districts, including signs advertising the sale of products produced on the property.

b. Billboards (off-premise signs), provided that such sign shall not be located closer than five hundred (500) feet to any residence under separate ownership; one thousand (1,000) feet to any existing billboard on the same side of the street or highway; and five hundred (500) feet to any existing billboard on the opposite side of the street or highway and subject to all other regulations related to Billboards.

1303.03 Signs Permitted in Residential Districts. In all residential zoning districts, the following signs are permitted subject to the following regulations:

- a. On-premise identification signs which, if illuminated, shall be lighted with indirect, non-intermittent light only.
- b. Subdivision identification signs, only in accordance with the Ordinance of the Jefferson County Commission to Regulate the Erection of Community or Subdivision Identification Signs on Public Rights-Of-Way under Jefferson County, Alabama Maintenance Jurisdiction; and further provided that there is no obstruction of vision whatsoever at any intersection.
- c. Signs identifying properly-permitted real estate sales operations in developing subdivisions, but only in accordance with Section 1113.03 of this Resolution.

1303.04 Signs Permitted in Institutional, U-1 Utilities, CEM-1 Cemetery and CC-1 Country Club Districts. In all U-1 Utilities, CEM-1 Cemetery and CC-1 Country Club districts, and in all Institutional zoning districts, the following signs are permitted subject to the following regulations:

- a. On-premise signs customarily incidental to the uses permitted in the above-listed districts.

1303.05 Signs Permitted in C-P Preferred Commercial, C-N Neighborhood Commercial, C-4 Package Liquor Store Districts. In all C-P Preferred Commercial, C-N Neighborhood Commercial and C-4 Package Liquor Store districts, the following signs are permitted subject to the following regulations:

- a. On-premise identification signs customarily incidental to uses permitted in the above-listed districts.
- b. On-premise business signs shall not exceed two per tenant.

1303.06 Signs Permitted in C-5 Commercial Adult Entertainment Districts. In all C-5 Commercial Adult Entertainment Districts, the following signs are permitted subject to the following regulations:

- a. Each establishment shall be limited to one (1) on-premise sign only.
- b. Signs shall be located to the front of the establishment.
- c. No signs shall have graphic displays.
- d. Signs for all establishments in a C-5 Commercial Adult Entertainment District shall be further restricted in accordance with Section 1117.02 of this Resolution.

1303.07 Signs Permitted in C-1, C-2 and C-3 Commercial Districts, Air-1 Airport Districts, and in all Industrial Districts. In all C-1, C-2 and C-3 Commercial districts, all Air-1 Airport Districts, and in all Industrial zoning districts, the following signs are permitted subject to the following regulations:

- a. On-premise business signs not to exceed two (2) per tenant, excluding corporate/brand/business logos placed on canopy signs and limited to one per fascia or awning and subject to all other restrictions of this section.
- b. Billboards or off premise signs in accordance with Section 1302 above.

END SECTION 1303

ARTICLE 19

DEFINITIONS (abbreviated for signs only)

Billboard: Any permanent sign which directs the attention of the general public to a business, service or product not conducted, offered or sold as a major portion of business upon the premises upon which it is located. Synonymous with Sign, Office Premise.

Sign: A name, identification, image, description, display or illustration which is affixed to, printed or represented directly or indirectly upon a building, structure or piece of land, and which directs attention to an object, product, place, activity, facility, service, event, attraction, person, institution, organization or business. A sign is any form of publicity visible from a public street or highway directing attention to an individual activity, business, service, commodity, or product and conveyed by means of words, figures, numerals, lettering, emblems, devices, designs, trade marks or trade name or other pictorial matter designed to convey information concerning the same and displayed by means of bills, panels, posters, paints, or other devices erected on an open framework, or attached or otherwise applied to posts, stakes, poles, trees, buildings, or other structure or supports.

Sign, Awning or Canopy: A sign that is mounted, painted on or attached to an awning or canopy.

Sign, Banner: A sign, not otherwise classified as a temporary sign, made of cloth, canvas, plastic sheeting or any other flexible material, not rigidly attached to a building or the ground through a permanent support structure.

Sign, Building Wall: A sign attached parallel to and supported by the exterior wall of a building. Such signs are readable from in front of the building or wall on which they are mounted (as distinguished from projecting signs that are readable from the side of the building/wall), and may be painted on the surface of the wall, or erected and confined within the limits of said wall.

Sign, Construction: A sign pertaining only to the construction, alteration, rehabilitation or remodeling of buildings, and identifying only those parties involved in construction on the premises and the future activity for which the construction is intended.

Sign, Electronic: Any internally lighted sign that is designed to change color or display automatically, including Electronic Message Centers (EMC).

Sign Face Area: The sign face area of any sign with only one sign face, shall be computed by means of the smallest geometric figure that encompasses the extreme limits of the writing, representation, emblem, or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed.

Sign, Free-Standing: A permanent sign which is not attached to a building.

Sign Height: The vertical distance measured from the lowest finished grade elevation directly beneath the center of the sign to the highest elevation of the sign.

Sign, Illumination:

a. Indirectly-Illuminated Sign: A sign that reflects, or is illuminated by, light that is aimed toward it from source which is external to the sign cabinet or structure.

b. Directly-Illuminated or Internally-Illuminated Sign: A sign which is illuminated by a light source which is behind the sign face (i.e., actually within/inside the sign cabinet or structure itself); or by light sources that are affixed to the sign face, and which emit beams of light outward from the sign.

c. Intermittent Illumination: A sign containing any flashing light, including arrangements that spell messages, simulate motion or form various symbols or images.

Sign, Off-Premise: A sign which directs attention to a business, commodity, service or entertainment conducted, sold or offered at a location other than the premises on which the sign is located . Synonymous with Billboard.

Sign, On-Premise: A permanent sign erected upon, and maintained in conjunction with the use of a specific parcel of property identifying the name of the place, persons or organizations occupying the premises or designating the principal use or activity or the principal product or service available on the premises.

Sign, Portable: Any sign not permanently attached to the ground or a permanent structure. Such signs shall include, but not be limited to, any sign, whether on its own trailer, wheels or otherwise, which is designed to be transported from one place to another; "A" frame signs; menu and sandwich board signs; balloons used as signs; umbrellas used for advertising; and signs attached to or painted on vehicles that are parked and visible from the public right-of-way (unless said vehicle is used in the normal day to day operations of the business). Not permitted in Jefferson County

Sign, Projecting: A sign that is attached to the exterior wall of a building, extends outward, and is readable from the sides of the building or wall to which it is attached (as distinguished from building wall signs that are read from in front of the buildings/wall).

Sign, Real Estate: A sign indicating that the property on which the sign is located is for sale, lease or development; to announce an open-house event in connection with the sale or lease of a building; or to identify a model home.

Sign, Reflective: A reflective lighting system for a sign is any type of sign lighted externally.

Sign, Roof: A sign which is attached to and supported by a building, and extends above the exterior wall of the building to which it is attached.

Sign, Temporary: A sign or advertising display not permanently and rigidly affixed to the ground or a building; such signs are often constructed of cloth, canvas, fabric, paper, plywood or other light materials, and are typically intended to be displayed for a short period of time. Included in this category are retailers' signs temporarily displayed for the purpose of informing the public of a sale or special offer, and banner signs, beacons, balloons and mascot signs.

Residential Zoning District: Any area zoned exclusively for Single-Family housing in any jurisdiction. This includes E-1, E-2, R-1, R-2, R-3, and R-6 in Jefferson County, but not multi-family or multi-use zones such as Agriculture.

SECTION 1804

SPECIAL USE PERMIT

As provided for by this Ordinance, there exist certain uses that, because of special requirements or characteristics, may be allowed in a particular zoning district only after review by the Jefferson County Planning and Zoning Commission and the granting of a Special Use Permit imposing such conditions as necessary to make the use compatible with other existing or permitted uses surrounding the site. The Jefferson County Planning and Zoning Commission shall act in accordance with the procedure stated in this Section. It shall further be provided that, for the purpose of this Section, any use of the word "petition" shall include the word "application", and any use of the word "application" shall include the word "petition".

1804.01 Petition for a Special Use Permit. Petitions for a Special Use Permit may be initiated only upon filing of an application with the Jefferson County Planning and Zoning Commission. Such application may be filed by:

- a. The owner of the parcel or parcels of land that is the subject of the proposed amendment; or
- b. The authorized agent of such owner, in which case a notarized letter of agent authorization is required.

1804.02 Application for a Special Use Permit. An application for a Special Use Permit must be filed in the Department of Land Planning & Development Services, and shall be scheduled for hearing by the Planning and Zoning Commission in accordance with the hearing and application deadline dates adopted by resolution of the Jefferson County Commission. The application itself shall, at a minimum, include

the following:

- a. A statement as to the nature of the proposed amendment;
- b. Descriptive information as to how the petitioner proposes to utilize the parcel of land (plot plan, drawings, sketches, etc.);
- c. A parcel identification number and legal description of the property, or portion thereof, involved;
- d. The name and address of the owner(s) of the property; and,
- e. A notarized letter of agent authorization, when required.

1804.03 Public Hearing Required. The Jefferson County Planning & Zoning Commission shall take no action on any Special Use Permit until it shall first have held a public hearing thereon. The Planning & Zoning Commission shall hold its hearing for a Special Use Permit at the first regularly scheduled meeting following proper submission of a formal application for same in the Department of Land Planning & Development Services, in accordance with the hearing and application deadline dates adopted by resolution of the Jefferson County Commission.

1804.04 Notice Of Public Hearing. No Special Use Permits shall become effective until after an advertised public hearing is held in relation thereto, at which time both the parties to the application and citizens in interest shall have an opportunity to be heard. At least seven (7) days' notice of the time and place of such public hearing shall be given in a newspaper of general circulation in Jefferson County, Alabama; and at least fifteen (15) days written notice shall be given to all owners of property (as shown by the records of the Tax Assessor of Jefferson County) located, in whole or in part, within five hundred (500) feet or any required setbacks, whichever is greater, of the boundaries of the parcel(s) or property to be considered for a Special Use Permit.

1804.05 Action on Petitions. No Special Use Permit shall become effective unless it has been submitted to the Jefferson County Planning and Zoning Commission for approval. The Planning and Zoning Commission shall consider a petition for a Special Use Permit at the first regularly-scheduled meeting following proper filing of the application for same as set forth hereinabove.

a. The Planning and Zoning Commission shall have up to seventy-five (75) days after that public hearing in which to render a decision. Failure of the Planning and Zoning Commission to render a decision within the prescribed time shall constitute approval of the Special Use Permit.

b. The Planning & Zoning Commission's action shall take one of the following forms:

1. Approval. Approval by the Planning & Zoning Commission shall constitute said Commission's finding that the proposed use satisfies the criteria for the issuance of a Special Use Permit.

2. Conditional Approval. If a reviewing department, agency or authority determines that there are one or more technical deficiencies on a given application, but that (1) those defects are not anything that should prevent the Commission from approving, as submitted, the Special Use Permit; and (2) any revisions that may subsequently be required would not necessitate a substantial change to the nature of said Special Use; then that department shall state such in its report to Land Planning & Development Services. The Planning and Zoning Commission may then approve the Special Use Permit – assuming it is also found to be satisfactory in all other respects within the Commission's review authority – with the understanding that all such technical deficiencies will be corrected before the aforementioned department; agency or authority will certify its respective approval.

3. Denial. The grounds for denial of any Special Use Permit shall be stated upon the records of the Jefferson County Planning & Zoning Commission.

4. Continuance. The Planning & Zoning Commission may request that an applicant allow the case to be "carried over" to a subsequent meeting in order to allow the Commission to conduct further study of the proposal; to allow one or more reviewing department or authority additional time to study the proposal; or to allow the applicant the opportunity to correct deficiencies or make changes to the proposal without having to file a new case. A case may also be carried over at the applicant's request, subject to agreement by the Planning & Zoning Commission.

In the event that a reviewing department has requested additional time to review an application, or the Planning & Zoning Commission believes it to be in the best interest of the general public or the applicant to carry over the case for specific reasons, the Chairman shall ask the applicant to agree to a continuance. If the applicant consents to such continuance, the case will be carried over to the following month's meeting (unless another date is specifically stated at that time). Land Planning & Development Services shall subsequently notify the applicant in writing as to purpose of the continuation, and any additional requirements or issues that the Commission has requested be addressed prior to that next hearing.

However, the applicant must consent to any extension of the prescribed time period for the Commission's rendering of a decision on an application. If the applicant does not consent to allowing the case to be carried over, the Planning & Zoning Commission shall vote to either approve or deny the application. If the Commission determines that it cannot, in good conscience, approve the application as submitted; or, if the Commission believes there exists issues that will prevent any other reviewing authority from approving the application as submitted; the Commission will be compelled, in the best interest of the citizens of Jefferson County, to deny the request – thereby necessitating full re-application before any further consideration can be given to the proposal in question.

1804.06 Time Limit. After the Jefferson County Planning and Zoning Commission has rendered a decision on an application for a Special Use Permit, another application for the same kind of Special Use Permit of the same tract or parcel or land will not be considered until a period of one (1) year has elapsed from the date of such action by the Commission. Furthermore, a withdrawal of any application for a Special Use Permit after a hearing has been held by the Planning and Zoning Commission shall also require a one (1) year period of time before another application of the same nature may be submitted. However, the Planning and Zoning Commission may adjust the time period set forth herein if, in the opinion of a majority of said Commission, either an unusual situation exists, or there has been a substantial change in the circumstances surrounding the application or the property which would warrant another hearing prior to the conclusion of the specified one year.

END SECTION 1804

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

A Public Hearing was held to receive comments on the proposed revision of Article 8 - Section 801 of the Jefferson County Zoning Resolution relating to professional office (C-P) zoning. There being no comments, the Commission took the following action.

Jul-16-2015-642

WHEREAS, the Jefferson County Commission wishes to update Jefferson County Regulations to reflect current practices; and

WHEREAS, the Jefferson County Planning and Zoning Commission has recommended revised versions of Section 801 of the Jefferson County Zoning Resolution relating to Professional Office Zoning; and

WHEREAS, the Commission concurs with the proposed revision with amendments.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that said proposal for the revision of Section 801 as amended by the Jefferson County Zoning Resolution are hereby adopted.

ARTICLE 8

USE REGULATIONS FOR COMMERCIAL DISTRICTS

SECTION 801

C-P PREFERRED COMMERCIAL DISTRICT

801.01 Use Regulations. Within a C-P Preferred Commercial District, a building or land shall be used only for the following purposes:

- a. Business offices used exclusively for office purposes.
- b. Professional offices, occupied by physicians, surgeons, dentists, attorneys,

architects, engineers and other similar professions.

- c. Public buildings.

d. Accessory uses which are incidental to and customarily found in connection with the principle use of a building and which do not occupy more than 10 percent of the gross area of the building, these include branch banks with no detached drive through windows, coffee shops, drug stores and gift shops.

801.02 Use Restrictions. In conjunction with the above permitted uses, the following uses or operational elements will not be permitted

within a C-P Preferred Commercial District:

- a. Except for permitted accessory uses any office, business or establishment wherein retail or wholesale trade or business is conducted, or wherein any commodities, merchandise or products are stored, handled, conveyed, sold or otherwise disposed of.

801.03 Area and Dimensional Regulations. In all the above permitted uses, the area and dimensional regulations set forth below shall be observed.

- a. Minimum Yard Requirements: Front: 35 feet
Rear: 35 feet*
Side: 35 feet**

*Rear yard may be reduced to fifteen (15) feet if the adjoining property is zoned Commercial, Industrial, Institutional-1, Institutional-2, Institutional-3 or Utilities.

**If the adjoining property is zoned Commercial, Industrial, Utilities, Institutional-1, Institutional-2 or Institutional-3, interior side yard setbacks may be reduced to zero (0) feet; however, if the structure is not built to the side lot line, a minimum setback of at least ten (10) feet shall be maintained.

b. All setback requirements of Article 10 of this Resolution, Sections 1001 through 1003, shall be applicable as appropriate to any given development, use, or element thereof.

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

Jul-16-2015-643

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.

Z-2015-012 Erick T. & Mary Kay Stewart, owners; requests rezoning of part of Parcel ID# 19-27-0-000-004.000 in Section 27 Twp 17 South Range 6 West from I-3 (Industrial) to A-1 (Agriculture) to consolidate the zoning on the property and for compliance for a residence. (Case Only: 909 Buddy Vines Camp Road, Bessemer, AL 35023)(BUDDY VINES CAMP)(0.63 acres M/L)

Motion was made by Commissioner Knight seconded Brown by Commissioner that Z-2015-012 be approved. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

The following spoke to the Commission regarding Z-2015-009: Dick Pizitz, Tripp Galloway and Steve Ankenbrandt.

Z-2015-009 Leo Kayser, Jr., owner; Charles White, agent; requests a change of zoning on Parcel ID#s 28-27-2-000-003.000 & 28-27-3-000-002.000, in Section 27 Twp 18 South Range 2 West from E-1 (Estate) to R-G (Single Family) for a garden home subdivision with 24 proposed lots. (Case Only: 2775 Altadena Road, Birmingham, AL 35243)(ALTADENA)(8.5 Acres M/L)

Rezoning is to be contingent upon the submission and approval of a preliminary drainage analysis and subject to the following covenants: 1. No more than 24 residential lots shall be permitted within the development; 2. A 25-foot natural and/or landscaped buffer shall be installed along the southwestern property boundary where abutting E-1 zoning.

Motion was made by Commissioner Carrington seconded by Commissioner Knight that Z-2015-009 be denied. Voting "Aye" Carrington, Knight, Bowman, Brown and Stephens.

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, July 30, 2015.

President

ATTEST

Minute Clerk