

STATE OF ALABAMA)

JEFFERSON COUNTY) July 12, 2011

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

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Minutes of June 28, 2011, be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

The Commission met in Work Session on July 7, 2011, and approved the following items to be placed on the July 12, 2011, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 8.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 17.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 3.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 5 and 7 through 10.
- Commissioner Stephens, Finance & Information Technology Committee Items A through C and E through M.

Jeff Sewell, County Attorney stated that the judge in court proceedings yesterday gave John Young, Receiver for Environmental Services signatory power regarding sewer funds, but that the County would retain ownership of the funds.

Commissioner Stephens stated the Investment Committee had met and made a cash flow decision to transfer \$10,000,000 from reserves to the General Fund.

Wayne Sullivan, Director of Roads & Transportation stated that all County vehicles and equipment had been parked excluding vehicles used by first responders. A motor pool has been established for employees needing the use of a vehicle.

Commissioner Bowman asked for comments regarding the 2011/2012 budget for Jefferson Rehabilitation & Health Center since there has been no movement by Noland Health Services regarding sale of the Rehab Center. The County Attorney said that the due diligence period would expire in a couple of weeks.

"Those who manage the affairs of government are by this means reminded
that the law of God demands that they should be courageously true to the interests of the people,
and that the Ruler of the Universe will require of them a strict account of their stewardship."

-President Grover Cleveland

Whereas, The Honorable Owen Drake, a dedicated public servant for close to 20 years, died of cancer early on June 27, at the age of 75; and

Whereas, Owen Drake was born in Anniston and moved to Leeds when he was 13 years old. After graduating from Leeds High School in 1955, he enlisted in the Air Force. He was discharged in 1959 and worked for the Fairfield Police Department for a few years before re-joining the Air Force. Owen retired in 1988 as a chief master sergeant and he continued his education, graduating from Jefferson State in 1972 with an A.S. degree and further studied at the University of Montevallo; and

Whereas, Owen Drake began working for Jefferson County as a voter machine mechanic, later becoming Director of Operations for the County's Communications Department. After more than a decade of loyal and faithful service to Jefferson County, he retired in July, 2002; and

Whereas, The Honorable Owen Drake began his public service career by serving on the Leeds City Council from 2000 to 2006. He was then elected to serve District 45 in the Alabama State House in 2006. This district includes much of Leeds, parts of Birmingham, Center

Point, Irondale, Moody and Mountain Brook. He was re-elected to another 4-year term in October, 2010; and

Whereas, The Honorable Owen Drake was truly a man of distinction, a man whose life exemplified the ideals of citizenship and stewardship, of love and devotion to his wife, Kaythe, his six children and his grandchildren; and

Whereas, The Honorable Owen Drake was an inspiration to many and will be fondly remembered by his peers, his many friends and his constituents for his selfless service to his country, state and community. He was well loved and well respected in his community and he was a long time and faithful member of the First Baptist Church of Leeds.

Now, therefore, be it resolved that The Honorable Owen Drake was known as a man whose word was his bond. He was, indeed, a true public servant and the Jefferson County Commission does recognize and memorialize the greatness of this fine man and outstanding citizen.

Wherefore this Resolution is hereby adopted by the Jefferson County Commission and is subscribed and recorded in its minutes on this the 12th day of July, 2011.

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

A Public Hearing was held to receive comments on proposed amendments to the Zoning Resolution of Jefferson County relating to coal mining and mobile home parks. There being no comments, the Commission took the following action.

Jul-12-2011-513

WHEREAS, the Jefferson County Commission is charged, by the adopting resolution of the Zoning Resolution of Jefferson County, Alabama, with promoting the public health, safety, convenience, order, prosperity, and general welfare of the County through zoning and subdivision regulations; and

WHEREAS, the Land Planning & Development Services Department has conducted research and met with individuals in the coal industry to seek ways of more properly addressing coal mining in the unincorporated territory of Jefferson County; and

WHEREAS, the Jefferson County Commission has received a recommendation from the Jefferson County Planning & Zoning Commission, having duly held a public hearing regarding proposed amendments to the Zoning Resolution that would allow underground mining and related facilities in a district previously reserved for surface (strip) mining only, as well as relax certain requirements pertaining to the parking areas for such facilities; and

WHEREAS, the Jefferson County Commission has also received a recommendation from the Planning & Zoning Commission to amend the Zoning Resolution to allow recreational vehicles and travel trailers to occupy vacant spaces in mobile home parks; and

WHEREAS, the Jefferson County Commission has itself held a public hearing on the above amendments after giving due notice thereof.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission, after considering all comments received, does hereby adopt and enact the attached provisions (on file in Land Planing and Development Services) as amendments to the Zoning Resolution of Jefferson County, Alabama, effective this day July 12, 2011.

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

Jul-12-2011-514

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Amendment to the agreement between Jefferson County, Alabama and Hal Starkey, d/b/a Tro Jung Brannen to increase contract amount from \$75,000 to \$150,000 to provide life safety plans updates and code interpretation on an as-needed basis.

CONTRACT AMENDMENT

This contract Amendment by and between Jefferson County Commission, d/b/a Cooper Green Mercy Hospital, hereafter referred to as "The Hospital", and Hal Starkey, d/b/a Tro Jung Brannen, hereinafter referred to as the "Contractor", is hereby effective on October 10, 2010 as follows:

WITNESSETH:

WHEREAS, the Jefferson County Commission desires to amend this Contract; and

WHEREAS, the Contractor desires to amend this Contract.

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

The Contract between the parties was approved by the Jefferson County Commission on the 23rd day of March, 2010, in Minute Book 159 Page(s) 426-427 is hereby amended as follows:

Amend the contract amount from Seventy Five Thousand (\$75,000.00) Dollars to One Hundred Fifty Thousand (\$150,000.00) Dollars.

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

Jefferson County Commission

Cooper Green Mercy Hospital

W. D. Carrington, President

Sandral Hullett, MD - CEO/Medical Director

CONTRACTOR

Hal Starkey

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

Jul-12-2011-515

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Service Agreement between Jefferson County, Alabama and Phillips Healthcare to provide first response service coverage for telemetry monitoring system in the Cooper Green Mercy Hospital's operating rooms, palliative care unit, emergency department and intensive care unit for the period February 1, 2011 - January 31, 2012 in the amount of \$38,237.02.

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

Jul-12-2011-516

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Terumo Medical Corporation to provide guide wires and catheters for peripheral application used during vascular surgeries beginning upon approval and ending September 30, 2012 in the amount of \$25,000.

Confidential Purchase Agreement

Date: May 15, 2011

Account: Jefferson County's Cooper Green Mercy Hospital

RE: Purchase Agreement between Terumo International Systems, a division of, Terumo Medical Corporation and Jefferson County's Cooper Green Mercy Hospital (as per attached Schedule A).

This Purchase Agreement ("Agreement") is submitted by Terumo International Systems, a division of Terumo Medical Corporation ("TMC"), Jefferson County's Cooper Green Mercy Hospital ("Purchaser"). As set forth below and in the attached Schedules, TMC will provide Purchaser with the products listed on the attached Schedule D (the "Products") and Purchaser agrees to purchase the Products in accordance with the following terms and conditions, including the Conditions of Sale set forth within Schedule B hereto. If Purchaser does not sign this Agreement on or before 5/24/2011 or date approved by the Commission then TMC's offer to enter into the Agreement shall be withdrawn.

The following sets forth the terms of this Agreement between TMC and Purchaser:

1 TERMS AND COMMITMENTS

This Agreement shall commence on the date the contract is approved by the Jefferson County Commission President. The contract term ends Sept 30, 2012 and may be renewed at the County's option for two additional years.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: This Agreement shall commence upon the Commission's approval and signature hereto and, unless earlier terminated in accordance with the terms and provisions of this Agreement, shall continue for a term of one (1) year with the County's option to renew two (2) additional 1 year periods determined by the commission approval date.

TMC's commitment, as part of this Agreement, and in addition to the sale of Products to Purchaser, is to provide Purchaser with ongoing Technical Support as requested and training in the use of TMC Products.

2 SHIPPING

Purchases will be delivered within 5 business days from date of order F.O.B. Destination.

3 PRICES

The price for Products will be as specified in the attached Schedule D.

Prices shall remain unchanged for a period of 3 years from the date of this Agreement. TMC may modify pricing once during each twelve (12) month period thereafter. Purchaser will be notified in advance of any such increase and an amended Schedule D to this Agreement will be provided.

4 PRODUCTS

Purchaser acknowledges that the Product and Price Schedule D sets forth Purchaser's anticipated Product requirements for the Term. TMC shall not substitute any Product in Schedule D, without notification to and consent of the Purchaser.

5 NON-ASSIGNMENT

Vendor may not assign the services furnished under this Agreement to any third party without the prior written permission of CGH.

6 COMPLIANCE WITH PURCHASE COMMITMENT

In consideration of the pricing offered by TMC to Purchaser, Purchaser agrees to purchase not less than the compliance level requirements as noted within Schedule D from TMC during the Term of this Agreement. TMC will review with Purchaser its compliance with this purchase commitment on a quarterly basis. Failure by Purchaser to be in compliance with its commitment during any period entitles TMC to (i) terminate this Agreement on notice to Purchaser, or (ii) adjust pricing and/or deferred discount levels within TMC's sole discretion.

7 TERMINATION OF CONTRACT:

This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the contractor of any liability to the County for damages sustained by virtue of a breach by the contractor.

8 WARRANTY

TMC's Product Warranty is set forth within Schedule C of this Agreement.

9 TERMS OF SALE

Purchase orders for the TMC Products will be directed to:

Terumo Medical Corporation
2101 Cottontail Lane
Somerset, NJ 08873
Attn: Customer Service:
Telephone: 800-888-3786

To fax orders directly to Customer Service 1-800-411-5870

Payment shall be made Net 30 days from date of invoice. Any unpaid balance in excess of 30 days is subject to a 1 1/2% per month finance charge.

Any product issues should be immediately forward to:

Quality Assurance Department
PHONE: 800-283-7866 ext. 7635
FAX: 410-392-7218
QAoffice@terumomedical.com

10 RENEWAL

Not later than ninety (90) days prior to the expiration of the Term, TMC and Purchaser commit to enter into negotiations regarding renewal of this Agreement. This Agreement shall not be renewed, extended or amended except in a writing signed by an authorized representative of both parties.

11 CONFIDENTIALITY

This Agreement and the information set forth in Schedule D attached hereto contain privileged or confidential information. Such information will not be made available to the trade or to the public without the express written consent of TMC.

12 Governing Law/Dispute Resolution

The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials 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 the laws of the State of Alabama, without giving effect to the conflict of laws rules thereof. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be in the Circuit Court of Jefferson County Alabama, Birmingham Division.

13 PERIOD OF LIMITATION

Both parties acknowledge and agree that they are required to provide notice of any dispute relating to pricing for Products sold under this Agreement within six (6) months of the date of the applicable invoice(s). Failure to provide timely notice for any reason shall be an absolute bar to any claim relating to a pricing dispute.

14 RE-PROCUREMENT COSTS

In the event that TMC cannot supply any of the contracted Products, TMC will not reimburse Purchaser for any additional expense for the purchase of non- TMC replacement goods.

15 INTERMEDIARY SERVICE CHARGES

If products covered by this Agreement are purchased through an intermediary, such as a wholesaler, distributor, or prime vendor (each an "Intermediary"), any associated service charges will be negotiated and paid directly to that Intermediary by the Purchaser. Purchaser shall designate which Intermediary (or Intermediaries) that it will purchase products covered by this Agreement from, provided that any such Intermediary is an approved distributor with TMC and must be an authorized distributor of TMC's products.

16 EQUAL OPPORTUNITY

It is the policy of TMC to afford equal opportunity for employment to all Individuals without regard to race, color, religion, national origin, sex, age, marital status, physical or mental handicap or status as a disabled veteran or veteran of the Vietnam era, that is unrelated to the individual's ability to perform the duties of his/her employment. This equal opportunity for employment policy applies to recruitment, selection, hiring, placement, transfer, and promotions. This equal opportunity for employment also applies to education and training programs, compensation, benefits, employee activities and all other decisions effecting any applicant or employee.

17 INDEMNIFICATION

TMC agrees to indemnify and hold Purchaser, its officers, directors, trustees, agents and employees, free and harmless from any loss, cost, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of or caused by (i) TMC's breach of this Agreement or, (ii) a Product defect. Purchaser agrees to indemnify and hold TMC, its officers, directors, agents and employees, free and harmless from any loss, cost, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of or caused by (i) Purchaser's breach of this Agreement (ii) the negligent acts, omissions or representations of Purchaser its employees or agents.

The foregoing notwithstanding, neither Party will be liable to the other Party for any indirect, incidental, special, punitive, or consequential loss, damage, or expense, including lost profits, resulting from this Agreement, any breach thereof, or a Product.

18 HOLD HARMLESS AND INDEMNIFICATION:

Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed 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 the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

19 MISCELLANEOUS

This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other party to this Agreement.

This Agreement constitutes the entire understanding of the parties and supersedes all prior agreements, written or oral, with respect to the subject matter hereof. This Agreement may be amended or modified only by a written instrument signed by both of the parties hereto. Any notice required or permitted under this Agreement shall be in writing delivered personally or by facsimile (and promptly confirmed by personal delivery or courier) or courier, postage prepaid (where applicable) or by the so-called next business day service of an overnight courier of national reputation (with evidence of delivery), addressed to the other party at its address indicated above, or to such other address as the addressee shall have last furnished in writing to the addressor and shall be effective upon receipt by the addressee.

20 AUTHORITY

Each person signing below represents and warrants that s/he is authorized to execute this Agreement on behalf of, and to bind and obligate, the party s/he represents to the terms of this Agreement. If this Agreement applies to multiple facilities, the person executing this Agreement and the stated Account both represent and warrant that they are authorized to execute this Agreement on behalf of, and to bind and obligate, each such facility to the terms of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement the day and year first above written.

TMC
_____, Business Operations Manager

JEFFERSON COUNTY COMMISSION
W. D. Carrington, President

Received by
_____, TMC Representative

COOPER GREEN MERCY HOSPITAL
Sandrall Hullett, MD - CEO/Medical Director

Attachments :Schedule A: Customer Exhibit/Schedule B: Terms and Conditions/Schedule C: Warranty/Schedule D: Products and Pricing on file in the Minute Clerks' office.

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

Jul-12-2011-517

WHEREAS, Jefferson County has received approval from the Alabama Department of Economic and Community Affairs for Workforce Investment Act Funds; and

WHEREAS, the grant assistance approved is \$4,794,034.00 for the period 7/1/2011 - 6/30/2013.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign the WIA Grant Agreement No. 13-0.

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

Jul-12-2011-518

WHEREAS, Lawson State Community College desires to provide occupational training to Adult participants; and

WHEREAS, the agreement is for the period July 1, 2011 through June 30, 2012.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Lawson State Community College for Program Year 2011.

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

Jul-12-2011-519

WHEREAS, Lawson State Community College desires to provide occupational training to Dislocated Worker participants; and

WHEREAS, the agreement is for the period July 1, 2011 through June 30, 2012.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Lawson State Community College for Program Year 2011.

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

Jul-12-2011-520

WHEREAS, Jefferson State Community College desires to provide occupational training to Adult participants; and

WHEREAS, the agreement is for the period July 1, 2011 through June 30, 2012.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Jefferson State Community College for Program Year 2011.

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

Jul-12-2011-521

WHEREAS, Jefferson State Community College desires to provide occupational training to Dislocated Worker participants; and

WHEREAS, the agreement is for the period July 1, 2011 through June 30, 2012.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Lawson State Community College for Program Year 2011.

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

Jul-12-2011-522

WHEREAS, Jeremiah's Hope desires to provide occupational training to Adult participants; and

WHEREAS, the agreement is for the period July 1, 2011 through June 30, 2012.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Jeremiah's Hope for Program Year 2011.

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

Jul-12-2011-523

WHEREAS, Jeremiah's Hope desires to provide occupational training to Dislocated Worker participants; and

WHEREAS, the agreement is for the period July 1, 2011 through June 30, 2012.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Jeremiah's Hope for Program Year 2011.

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

Jul-12-2011-524

WHEREAS, Jefferson County Joint Apprenticeship School desires to provide occupational training to Adult participants; and
WHEREAS, the agreement is for the period July 1, 2011 through June 30, 2012.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Jefferson County Joint Apprenticeship School for Program Year 2011.

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

Jul-12-2011-525

WHEREAS, Jefferson County Joint Apprenticeship School desires to provide occupational training to Dislocated Worker participants;
and

WHEREAS, the agreement is for the period July 1, 2011 through June 30, 2012.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Jefferson County Joint Apprenticeship School for Program Year 2011.

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

Jul-12-2011-526

WHEREAS, Athena The Training Professionals desires to provide occupational training to Adult participants; and

WHEREAS, the agreement is for the period July 1, 2011 through June 30, 2012.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Athena The Training Professionals for Program Year 2011.

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

Jul-12-2011-527

WHEREAS, Athena The Training Professionals desires to provide occupational training to Dislocated Worker participants; and

WHEREAS, the agreement is for the period July 1, 2011 through June 30, 2012.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Athena The Training Professionals for Program Year 2011.

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

Jul-12-2011-528

WHEREAS, New Horizons CLC desires to provide occupational training to Adult participants; and

WHEREAS, the agreement is for the period July 1, 2011 through June 30, 2012.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with New Horizons CLC for Program Year 2011.

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

Jul-12-2011-529

WHEREAS, New Horizons CLC desires to provide occupational training to Dislocated Worker participants; and
WHEREAS, the agreement is for the period July 1, 2011 through June 30, 2012.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with New Horizons CLC for Program Year 2011.

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

Jul-12-2011-530

WHEREAS, Tri-State Institute desires to provide occupational training to Adult participants; and
WHEREAS, the agreement is for the period July 1, 2011 through June 30, 2012.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Tri-State Institute for Program Year 2011.

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

Jul-12-2011-531

WHEREAS, Tri-State Institute desires to provide occupational training to Dislocated Worker participants; and
WHEREAS, the agreement is for the period July 1, 2011 through June 30, 2012.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Tri-State Institute for Program Year 2011.

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

Jul-12-2011-532

WHEREAS, Kenneth M. Burton, an employee of the Roads and Transportation Department, requests the waiver of the ninety (90) day notice requirement for the Jefferson County Sick Leave Conversion/Benefit Program.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the ninety (90) day notice requirement for entrance to the Jefferson County Sick Leave Conversion/Benefit Program is hereby waived and sick leave is granted upon approval.

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

Jul-12-2011-533

WHEREAS, William J. Corley, William Bell and Tammy Pike are employees of the Roads and Transportation Department and requests the waiver of the ninety (90) day notice requirement for the Jefferson County Sick Leave Conversion/Benefit Program.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the ninety (90) day notice requirement for entrance to the Jefferson County Sick Leave Conversion/Benefit Program for William J. Corley, William Bell and Tammy Pike is hereby waived and sick leave is granted upon approval.

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

Knight, Brown, Bowman and Stephens. Voting "Nay" Carrington.

Jul-12-2011-534

WHEREAS, the Jefferson County Office of Senior Citizen Services, as Sponsor for the sub-grantee Agency, is authorized to participate in a grant from the Alabama Department of Senior Services in the amount of \$25,957.00; and

WHEREAS, the grant funds will be used for the Senior Medicare Patrol Program (SMPP) to help teach and educate Medicare/Medicaid beneficiaries on how to better monitor what is paid on their behalf, what to do about identified discrepancies and how to protect, detect and report Medicaid fraud, waste and abuse; and

WHEREAS, \$19,468.00 is federal grant funds and \$6,489.00 is required as non-federal match.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept grant funding in the amount of \$19,468.00 federal grant funds and \$6,489.00, a required non-federal match, for a total of \$25,957.00 to be used for the Senior Medicare Patrol Program.

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

Jul-12-2011-535

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 Birmingham Regional Para Transit Consortium (d/b/a/ Clastran).

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Senior Citizens Services (OSCS) (hereinafter referred to as "the County") and Birmingham Regional Para Transit Consortium (d/b/a/ Clastran)(hereinafter referred to as "Clastran"). The effective date of this agreement shall be June 27, 2011.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, Clastran 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 November 23, 2010., at M.B. 161, Pgs. 28-30, is hereby amended as follows:

The Scope of Services will now state:

Clastran agrees to provide a minimum of 150,000 trips for the Agency's Senior Centers (congregate meals sites). Clastran will provide transportation to the Senior Centers in accordance with the routes and schedules attached hereto as Exhibit A.(on file in the Minute Clerks office)

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

JEFFERSON COUNTY, ALABAMA

W. D. CARRINGTON, President

CLASTRAN:

_____, Executive Director

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

Jul-12-2011-536

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the General Retirement System take the following action:

Donald L. Whitsitt, Sheriff's Office was granted a military leave of absence from February 1, 2011 to April 13, 2011, and the amount of pension contributions due Donald L. Whitsitt is \$606.31 plus the County matching contributions of \$606.31 for a total of \$1,212.62.

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

Jul-12-2011-537

WHEREAS, on March 16, 2011, in the case styled *Weissman v. Jefferson County*, Civil Action No. 09-904022, the Alabama Supreme Court declared that the Alabama Legislature failed to comply with the newspaper publication requirement of § 106 of the Alabama Constitution prior to enacting Act 2009-811; and

WHEREAS, this declaration by the court required the Jefferson County Commission to take swift action in order to maintain a balanced budget as required by Alabama Code § 11-8-3 to include the reduction of funding of the General Services Department which provides security for the courts; and

WHEREAS, absent immediate action on the part of the Commission, funding for Courthouse Security will cease after Friday, July 15, 2011; and

WHEREAS, the County Commission has determined that until alternative measures for securing the courts can be considered and implemented it is in the interest of the citizens of Jefferson County that funding of Courthouse Security for an additional two (2) weeks is necessary.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that \$18,000 is hereby authorized and added to the budget of the General Services Department for purposes of maintaining Courthouse Security through Friday, July 29, 2011.

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

Jul-12-2011-538

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from Steve Smith, President of the BJC Animal Control Services, Inc. to accept the bid from Hasting Heating & Air to replace the ventilation system in the east kennel at the animal shelter which cannot be repaired in the amount of \$3,500, be and hereby is approved. This is a critical need and funds are available in the BJC Animal Control account.

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

Jul-12-2011-539

WHEREAS, the Jefferson County Commission's financial status has caused budget reviews and cuts by the Commission in order to continue providing services to the citizens of this County; and

WHEREAS, the Jefferson County Commission made reduction in employees via administrative leave without pay on June 16, 2011, as a result of budget constraints; and

WHEREAS, the Jefferson County Employees Association and the Jefferson County Credit Union would like to hold a Job Fair for those employees who are on leave and provide services for this event; and

WHEREAS, a location with ample parking and space for this event is the Center Point Satellite Courthouse; and

WHEREAS, the Jefferson County Employees Association and Jefferson County Credit Union request permission to use the Center Point Court House on Tuesday, July 26, 2011, from noon to 5 p.m. for the purpose of a Job Fair for Jefferson County Employees on leave.

THEREFORE, permission is heretofore given for the use of the Center Point Courthouse wherein the Jefferson County Employees Association and the Jefferson County Credit Union will provide:

- a. arrangements for vendor's participation
- b. notification to county employees on leave
- c. provide necessary personnel required for event

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

Jul-12-2011-540

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Pinson Mini Mart Inc., applicant; Jawed Meharally, member/operator, d/b/a Valley Mart located at 5118 Pinson Valley Parkway, Birmingham, Alabama 35215 for an off-premise retail beer and table wine license, be and hereby is approved.

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

Jul-12-2011-541

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its understanding of the following described matter and approves or ratifies the action of JOE KNIGHT as its representative on the Jefferson County Emergency Management Agency ("EMA") Council.

Agreement between the Emergency Management Agency and Marianne Hill, d/b/a Disaster Design Consulting to provide design, development, conduct and evaluation for a Full Scale Operational Based Hazmat Exercise in the amount of \$30,000

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
7/12/2011

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE FOR REVENUE MAIL OUT	GEN SVCS: ADMINISTRATION	97.73	1900051247
DISTRICT 1	1000193	JEFFERSON CO TREASURER	BAKERY/BREAD/CAB/EDUCATION/MILAGE	CGH: CHEMOTHERAPY CLINIC	840.38	1900051381
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED ENVELOPES FOR GENERAL SERVICE USE	GEN SVCS: ADMINISTRATION	24.98	1900051268
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE FOR BOARD OF REGISTRARS	GEN SVCS: ADMINISTRATION	29.00	1900051386
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED STAMPS FOR SEWER BILLING	GEN SVCS: ADMINISTRATION	76.56	1900051397
*DISTRICT 1					1,068.65	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	IBT HARD DRIVE (FEMA -1971-DR-AL)	R&T: ADMINISTRATION	79.00	1900051264
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL LICENSE, FUEL SYSTEM PART	FLEET MGMT: ADMINISTRATION	185.32	1900051265
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CEL RENEWAL FOR HWY KETONA MAINTENANCE	R&T: HIGHWAY MAINT-KETONA	30.50	1900051252
DISTRICT 2	1000193	JEFFERSON CO TREASURER	TORCHE REPAIR	R&T: BRIDGE MAINT/CONSTR	83.75	1900051253
DISTRICT 2	1002469	NATL ASSOC AREA AGENCIES	2011 MEMBERSHIP N4A-OSCS	SENIOR CITIZEN SERVICES	346.00	1900051387
*DISTRICT 2					724.57	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	HAIR CLIPPERS & SOAP	SHER CORRECT-BIRMINGHAM	148.79	1900051259
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. POSTAGE-BIRMINGHAM(TITLE APP)81.27	REVENUE	81.27	1900051120
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. MILEAGE-ENFORCEMENT EXAMINERS	REVENUE	488.85	1900051379
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. MILEAGE-ENFORCEMENT EXAMINERS	REVENUE	130.41	1900051406
DISTRICT 3	1000194	GENERAL RETIREMENT SYS	MILITARY CONVERS. ANTHONY D. WILLIAMS 2/1/ - 4/15	SHERIFF ENFORCE-BIRMINGHAM	1,386.44	1900051121
DISTRICT 3	1006486	MOUNTAIN BROOK FIRE DEPT	08SMA GRANT REIMBURSEMENT - MT. BROOK FIRE	EMA	16,450.00	1900051244
DISTRICT 3	1023308	TRUSSVILLE FIRE DEPT	09SMA GRANT REIMBURSEMENT - TRUSSVILLE FIRE	EMA	23,000.00	1900051262
*DISTRICT 3					41,685.76	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	MILEAGE FOR JAMES DUNCAN JR.-CLASS IN AUBURN	LAND DEVELOPMENT	89.91	1900051267
DISTRICT 4	1000193	JEFFERSON CO TREASURER	COMPUTER SPEAKERS FOR DONNA BLACKMAN	LAND DEVELOPMENT	7.99	1900051541
*DISTRICT 4					97.90	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MILEAGE-MONTGOMERY	COUNTY ATTORNEY	80.19	1900051266
DISTRICT 5	1006118	KARISA MORRIS	TUITION REIMBURSEMENT FOR KARISA MORRIS	PER BD: TESTING	600.00	1900051399
*DISTRICT 5					680.19	
**					44,257.07	

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

STAFF DEVELOPMENT

Multiple Staff Development

Commission (2 participants)	
Marcus Huskey	\$ 421.30
Joe Knight	\$ 680.30
Sandra Little Brown	\$ 507.30
Walter Jackson	\$1,054.61
Meeting concerning legislation	
Washington, DC - July 13-14, 2011	

Individual Staff Development

Commission	
W. David Carrington	\$157.63
Montgomery Legislative Session	
Montgomery, AL - April 5-6, 2011	

Community Development	
Frederick Hamilton	\$687.06
Legislative Meeting	
Washington, DC - July 13-14, 2011	

Tax Assessor	
Annie Hall	\$200.00
AL V: Management & Supervision	
Bessemer, AL - July 13-15, 2011	

Linda Wyman	\$600.02
2011 AAAO Summer Educational Seminar	
Orange Beach, AL - August 23-26, 2011	

Roads & Transportation	
James F. Henderson, Jr.	\$646.75
IRWA Course 800 - Principles of Real Estate Law	
Chattanooga, TN - July 12-14, 2011	

Motion was made by Commissioner Carrington to amend Staff Development by excluding Staff Development for Marcus Huskey and Walter Jackson. There was no second for this motion.

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

REQUEST FOR CERTIFICATIONS

Cooper Green Mercy Hospital-CCU-7 South

 Staff Registered Nurse

Cooper Green Mercy Hospital-Laboratory

 Medical Laboratory Technician

Cooper Green Mercy Hospital-Communications

 Communications Operator I

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

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

For Week of 06/16/11- 06/22/11

RECOMMENDED FOR:

1. GENERAL SERVICES BULK STORES WAREHOUSE FROM AMERICAN OSMENT, BIRMINGHAM, AL, TO AWARD CONTRACT FOR CLOROX BLEACH FOR THE PERIOD OF 7/1/11 - 6/30/12. REFERENCE BID # 143-I 1
EST. \$18,200.00 TOTAL
2. COOPER GREEN MERCY HOSPITAL HOUSEKEEPING FROM STERIS CORPORATION, DALLAS, TX, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY FREIGHT CHARGE FOR HAND SOAP AND GEL.
SAP PURCHASE ORDER # 2000048000 \$531.12 TOTAL
3. COMMUNITY AND ECONOMIC DEVELOPMENT FROM SYMS CONTRACTORS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR HOUSING REHABILITATION FOR LLOYD HOGAN.
SAP PURCHASE ORDER # 2000053975 \$350.00 TOTAL REFERENCE BID # 54-11
4. EMERGENCY MANAGEMENT AGENCY (EMA) FROM MARIANNE HILL D/B/A/ DISASTER DESIGN CONSULTING, MARYSVILLE, MI, REPORTING SPECIAL FOR FULL SCALE HAZMET EXERCISE.
SAP PURCHASE ORDER # 2000056001 \$30,000.00 TOTAL
5. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM BARD ACCESS C/O C. R. BARD, PALLATINE, IL, FOR GROSHONG CATHETERS. SAP PURCHASE ORDER # 2000055941 \$6,016.00 TOTAL
6. GENERAL SERVICES BULK STORES WAREHOUSE FROM WITTICHEN SUPPLY, BIRMINGHAM, AL, FOR R22 FREON FOR HVAC REPAIRS. SAP PURCHASE ORDER # 7000006538 \$6,672.00 TOTAL
7. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM CARDIO VASCULAR SYSTEMS INCORPORATED, ST. PAUL, MN, TO PAY FOR DIAMONDBACK ANGIOPLASTY USED ON PATIENT L. MOORE 6/3/11.
SAP PURCHASE ORDER # 2000056033 \$5,795.00 TOTAL
8. COOPER GREEN MERCY HOSPITAL (RADIOLOGY) FROM PHILIPS MEDICAL SYSTEMS, ATLANTA, GA, TO PAY FOR CORRECTIVE MAINTENANCE FOR MRI EQUIPMENT. SAP PURCHASE ORDER # 2000056077
\$42,050.85 TOTAL BID IN PROGRESS
9. ROADS AND TRANSPORTATION FROM WEATHERTECH DISTRIBUTING, BIRMINGHAM, AL, ROOFTOP AIR CONDITIONING UNITS. SAP PURCHASE ORDER # 2000055986 \$8,865.00 TOTAL

REPORTED FOR:

1. PERSONNEL BOARD OF JEFFERSON COUNTY FROM BUSINESS SOFTWARE INCORPORATED, NORCROSS, GA, ACKNOWLEDGMENT OF MAINTENANCE AND SUPPORT SERVICES FOR LAWSON TAX MODULE FOR THE CONTRACT PERIOD OF 7/20/11- 7/19/12. SAP SHOPPING CART # 1000160119 \$8,820.00 TOTAL

For Week of 06/23/11- 06/29/11

RECOMMENDED FOR:

1. COOPER GREEN MERCY HOSPITAL (STORES) FROM MULTIPLE VENDORS, TO AWARD CONTRACT FOR LABORATORY SUPPLIES FOR THE PERIOD OF 10/01/11 - 9/30/12. REFERENCE BID # 116-11
ESTIMATED AMOUNTS: CARDINAL \$ 50,000.00
 LABSCO \$ 50,000.00
 \$100,000.00 TOTAL
2. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM THE MCPHERSON COMPANIES INCORPORATED, BIRMINGHAM, AL, TO EXTEND CONTRACT FOR OILS AND LUBRICANTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 6/1/11 - 3/30/12. REFERENCE BID # 124-09 EST. \$150,000.00 TOTAL
3. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM DEPUY ORTHOPEDIC INCORPORATED, ATLANTA, GA, TO PAY INVOICE FOR ORTHO IMPLANT RECEIVED FOR BALDWIN, 4/12/11 AS ORDERED BY KIM CROSBY.
SAP PURCHASE ORDER # 2000056136 \$5,150.00 TOTAL
4. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM BARD PERIPHERAL VASCULAR C/O C R BARD, PALLATINE, IL, TO PAY INVOICE FOR FLEX SMALL GRAFT. SAP PURCHASE ORDER # 2000055936 \$6,400.00 TOTAL
5. COOPER GREEN MERCY HOSPITAL FROM BERNEY OFFICE SOLUTIONS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY OUTSTANDING INVOICE FOR PRINTER MAINTENANCE AND SUPPORT SERVICES. SAP PURCHASE ORDER # 2000044948 \$13,384.00 TOTAL REFERENCE BID # 104-09
6. INFORMATION SERVICES - ADMINISTRATION FROM AMBIT SOLUTIONS LLC, BIRMINGHAM, AL, TO PURCHASE VOID PHONES FOR THE BESSEMER ANNEX. SAP PURCHASE ORDER # 2000056115 \$13,340.88 TOTAL
7. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM MULTIPLE VENDORS, TO AWARD CONTRACT FOR GENERAL CHEMISTRY LABORATORY SUPPLIES FOR THE PERIOD OF 10/1/11 -9/30/12. REFERENCE BID # 134-11R

ESTIMATED AMOUNTS: ALL MEDICAL	\$ 5,000.00	
BUY INDIAN	2,500.00	
CARDINAL	<u>50,000.00</u>	
	\$ 57,500.00	TOTAL

8. THE PERSONNEL BOARD OF JEFFERSON COUNTY FROM TECHNICAL INNOVATION, BIRMINGHAM, AL, TO AWARD CONTRACT FOR MAINTENANCE, TESTING AND SUPPORT FOR AUDIO/VISUAL EQUIPMENT TRAINING FACILITY FOR THE PERIOD OF 9/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000056264 EST. \$53,000.00 TOTAL REFERENCE BID # 130-11
9. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM MILLIPORE CORPORATION, BILLERICA, MA, TO AWARD CONTRACT FOR CHEMISTRY WATER SUPPLY SYSTEM SERVICES FOR THE PERIOD OF 7/1/11 - 9/30/11. REFERENCE BID # 35-11 EST. \$7,683.20 TOTAL

REPORTED FOR:

1. OFFICE OF SENIOR CITIZENS SERVICES FROM AUGMENTATION, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR DIETARY CONSULTING SERVICES.
SAP PURCHASE ORDER # 2000052839 \$4,500.00 TOTAL REFERENCE BID # 166-09
2. PULLED FROM AGENDA
3. COOPER GREEN MERCY HOSPITAL FROM BECKMAN COULTER INCORPORATED, BREA, CA, TO PAY OUTSTANDING INVOICES FOR MEDICAL SUPPLIES. SAP PURCHASE ORDER # 2000056191 \$220.00 TOTAL
4. COOPER GREEN MERCY HOSPITAL FROM BECKMAN COULTER INCORPORATED, BREA, CA, TO PAY OUTSTANDING INVOICES FOR MEDICAL SUPPLIES. SAP PURCHASE ORDER # 2000056194 \$186.63 TOTAL
5. COOPER GREEN MERCY HOSPITAL FROM BECKMAN COULTER INCORPORATED, BREA, CA, TO PAY OUTSTANDING INVOICES FOR MEDICAL SUPPLIES. SAP PURCHASE ORDER # 2000056195 \$16,176.85 TOTAL
6. COOPER GREEN MERCY HOSPITAL FROM BECKMAN COULTER INCORPORATED, BREA, CA, TO PAY OUTSTANDING INVOICES FOR MEDICAL SUPPLIES. SAP PURCHASE ORDER # 2000056197 \$1,161.45 TOTAL
7. COOPER GREEN MERCY HOSPITAL FROM BECKMAN COULTER INCORPORATED, BREA, CA, TO PAY OUTSTANDING INVOICES FOR MEDICAL SUPPLIES. SAP PURCHASE ORDER # 2000056198 \$12,526.05 TOTAL
8. COOPER GREEN MERCY HOSPITAL FROM BECKMAN COULTER INCORPORATED, BREA, CA, TO PAY OUTSTANDING INVOICES FOR MEDICAL SUPPLIES. SAP PURCHASE ORDER # 2000056199 \$440.00 TOTAL
9. COOPER GREEN MERCY HOSPITAL FROM BECKMAN COULTER INCORPORATED, BREA, CA, TO PAY OUTSTANDING INVOICES FOR MEDICAL SUPPLIES. SAP PURCHASE ORDER # 20000056200 \$1,567.86 TOTAL
10. COOPER GREEN MERCY HOSPITAL FROM BECKMAN COULTER INCORPORATED, BREA, CA, TO PAY OUTSTANDING INVOICES FOR MEDICAL SUPPLIES. SAP PURCHASE ORDER # 2000056201 \$4,754.00 TOTAL
11. COOPER GREEN MERCY HOSPITAL FROM MILLIPORE CORPORATION, BILLERICA, MA, FOR CHEMISTRY WATER SUPPLY SYSTEM COVERS INSTALLATION. SAP PURCHASE ORDER # 2000056269 \$13,124.87 TOTAL REFERENCE BID # 35-11

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

Jul-12-2011-542

BE IT RESOLVED by Jefferson County Commission that the President is hereby authorized to execute an amendment to the agreement with Blackbaud, Inc. to extend the Fund Accounting software maintenance services to the Department of Revenue for an additions! one year period from July 1, 2011 through June 30, 2012, at a cost of \$7,202.50 as per original agreement terms.

CONTRACT NO.:002746

Contract Amendment No. 1

This Amendment to Contract entered into the 1st day of July 2011 between Jefferson County, Alabama, hereinafter referred to as "the County, and Blackbaud, Inc hereinafter referred to as the "Contractor" to provide annual renewal maintenance for Fund Accounting Solution Maintenance Software and Support.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

The Contract between the parties referenced above, which was approved by the Commission on November 23, 2010 and recorded in Minute Book 161, Page 37-39 is hereby amended as follows:

- Amend Term of contract: July 1, 2011 - June 30, 2012
- Amend Term of rate: \$ 7,202.50

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

Jon W. Olson, Vice President & General Counsel

Blackbaud, Inc.

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

Jul-12-2011-543

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Computer Products & Supplies International to provide TeamViewer remote support software for remote desktop administration for the period July 1, 2011 - June 30, 2012 in the amount of \$2,700.

CONTRACT NO.: 00002666

SOFTWARE SUPPORT CONTRACT

THIS AGREEMENT entered into this 21st October 2010, by and between Jefferson County Alabama, hereinafter called "the County", and COMPUTER PRODUCTS & SUPPLIES INTERNATIONAL called "the Contractor". The effective date of this agreement shall be July 1, 2011.

WHEREAS, the County desires to contract for software support for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to furnish said software to the County.

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to purchase the software support hereinafter set forth.
2. **SCOPE OF SERVICES:** This contract results from Jefferson County Department of Information Technology request for TeamViewer Remote Support Software. The contract describes the scope of services called for and constitutes the entire agreement between the parties.

The Scope of Services is as follows:

PART NUMBER	DESCRIPTION	QTY	PRICE
T312	TeamViewer Remote Support Software, lifetime corporate license 3 Simultaneous Channels	1 Each	\$2,700.00

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to the Department of Information Technology at any time after the effective date of this Contract. The Contract term expires on June 30, 2012, with the option to renew for a period of up to two (2) additional one (1) year terms.

4. **COMPENSATION:** The Contractor shall be compensated for the annual software and support a sum of \$ 2,700.00; payment terms are Net 30.

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

6. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.

7. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form1099 reporting and other pertinent data required by law.

8. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
9. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
10. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed 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 the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.
11. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama.
12. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
13. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.
14. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
15. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
16. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
17. VIOLATION: Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractor 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 these presents to be executed by their duly authorized representative

WITNESSES:

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

Sandi Falsetti, National Accounts Manager

Computer Products & Supplies International

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

Jul-12-2011-544

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 Unisoft International, Inc., d/b/a Software Management Associates (SMA) to provide a one-time upgrade support to the OpCon-XPS Job Scheduler in the amount of \$2,200.

CONTRACT NO.:00002769

Contract Amendment No. II

This Amendment to Contract entered into the 2nd day of June 2011 between Jefferson County, Alabama, hereinafter referred to as "the County, and Unisoft International Inc d/b/a SMA hereinafter referred to as the "Contractor" to provide modification to the OpCon-XPS Job Scheduler.

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 following contract(s) between the parties referenced above, which was approved by the Commission as follows: Original contract approved December 26, 2000, M.B. 131, Pg. 271; Contract amendment approved February 8, 2011, M.B. 161, Pg. 259-260, is hereby amended as follows:

SCOPE OF SERVICE:

PRODUCT DESCRIPTION	QTY	PRICE
Modification from NX6830; Serial #6674; 75 MIPS Machine to CS450; 100 MIPS Machine	1	\$ 2,200.00

COMPENSATION:

The Contractor shall be compensated for the professional services a sum of \$ 2,200.00; payment terms are Net 30.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

Rick Logue, CFO

Unisoft International Inc d/b/a SMA

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

Jul-12-2011-545

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Microsoft Corporation to provide annual maintenance for Microsoft software applications for the period July 1, 2011 - June 30, 2012 in the amount of \$62,000.

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

Jul-12-2011-546

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and Iron Mountain Information Management, Inc. to provide microfilm and media off-site protection storage for various County departments for the period May 1, 2011 - April 30, 2012 in an amount not to exceed \$60,000.
CONTRACT No: 2670

Contract Amendment No. 1

This Amendment is entered into this 1st day of May 2011 (the "Effective Date"), between Jefferson County, Alabama, hereinafter referred to as "the County", and Iron Mountain Information Management, Inc., hereinafter referred to as the "Contractor" to provide off site data protection storage services for microfilm and media for the various Jefferson County Departments.

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:

This contract results from Jefferson County's Request for Bid No. 32-10R. The Contract between the parties referenced above, which was approved by the Commission on June 29, 2010 and recorded in Minute Book 160, Page 147-150 is hereby amended as follows:

Item 1. Term of Contract:

As of the Effective Date, the term of this contract shall be extended until April 30, 2012. Unless otherwise provided in a Schedule, upon expiration of the term, the County's option to renew for one (1) additional one-year period.

Except as expressly amended herein, all other terms and conditions of the original contract remain the same.

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commissioner

CONTRACTOR

John Powers, General Manger

Iron Mountain Information Management Inc

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

Jul-12-2011-547

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and Colossus, Incorporated, d/b/a InterAct Public Safety Systems to provide annual maintenance for software for the Sheriff's patrol vehicles mobile data systems for the period April 1, 2011 - March 31, 2012 in the amount of \$31,368.60.

CON-00002682

Contract Amendment No. 1

This Amendment to Contract entered into the 9th day of February, 2010, between Jefferson County, Alabama, hereinafter referred to as "the County", and Colossus, Incorporated d/b/a InterAct Public Safety Systems, hereinafter referred to as the "Contractor" to provide Annual Maintenance for Mobile Software for Sheriff's Patrol vehicles Mobile Data System.

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;

This Contract results from Jefferson County's request for Bid 81-08, The Contract between the parties referenced above, which was approved by the Commission on February 9th 2010 and recorded in Minute Book 159, Page 293, is hereby amended as follows:

- Amendment No. 1; Contract Extension Request; 4-1-2011 to 3-31-2012.

Contract History

- Bid 81-08 awarded February 9th, 2010 in the amount of \$31,368.60.
- Amendment No. 1: Contract Extension Request: 4-1-2011 to 3-31-2012

The terms and conditions of Contract, dated February 9, 2010 are incorporated herein by reference and attached hereto (on file in the Purchasing Department).

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

JEFFERSON COUNTY COMMISSION

David Carrington, President

CONTRACTOR

Colossus, Incorporated d/b/a InterAct Public Safety Systems

Cindy Williams, General Counsel

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

Jul-12-2011-548

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request to transfer a Budget Analyst (Gr. 21) position from Budget Management Office and a Sr. Accountant (Gr. 23) position from General Services to the Board of Equalization to a Administrative Assistant I (Gr. 10) position is hereby approved subject to approval by the Personnel Board of Jefferson County. These two positions are 100% funded by the State of Alabama.

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

Jul-12-2011-549

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the injury claim of Michael Westry is hereby denied.

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

Jul-12-2011-550

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reimbursement of excessive water charges and repair to broken water meter claim of Kenneth Brown in the amount of Four Hundred Fifty-Four and 12/100 (\$454.12) Dollars is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to Kenneth Brown in the amount of \$454.12 and forward it to the County Attorney for disbursement.

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

Jul-12-2011-551

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the cable damage claim of AT&T in the amount of One Thousand Two Hundred Twenty-three and 99/100 (\$1,223.99) Dollars is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to AT&T in the amount of \$1,223.99 and forward it to the County Attorney for disbursement.

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

Jul-12-2011-552

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the workers' compensation claim of Michelle Stewart in the amount of Fifteen Thousand and 00/100 (\$15,000.00) Dollars.

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

Jul-12-2011-553

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the workers' compensation claim of Jeff Finneran in the amount of One Thousand Six Hundred Sixty-Three and 56/100 (\$1,663.56) Dollars.

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

Commissioner Carrington stated that the meeting of the Jefferson County Commission would recess for five minutes to be reconvened for hearing of rezoning cases.

The Commission reconvened with 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

A quorum being present the President stated that the next order of business was to hear petitions for rezoning of certain properties in Jefferson County:

Jul-12-2011-554

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-2011-012 McAdory Area Fire Department, owner; Joe McConnell, agent.. Change of zoning on Parcel ID# 42-17-2-0-part of 64 in Section 17 Twp 20 Range 4 West from A-1 (Agriculture) to INSTITUTIONAL-2 for a fire station. (Case Only: 6901 Pocahontas Road; Bessemer, AL 35022) (LOVELESS PARK) (1.1 Acres MIL)

Motion was made by Commissioner Stephens seconded by Commissioner Brown that Z-2011-012 be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

Z-2011-011 Lois P. Kirk, owner; Robert R. Murphy, agent. Change of zoning on Parcel ID# 14-4-4-21.1 in Sections 4 Twp 16 Range 6 West from R-1 (Single Family) to C-1 (Commercial) for expansion of a car sales business. (Case Only: 5526 Sutherland Road; Mount Olive, AL 35117) (MOUNT OLIVE) (0.5 Acres M/L)

RESTRICTIVE COVENANTS: 1. a minimum 15-foot planted buffer shall be installed along the south property line where abutting residential properties; 2. all exterior lighting shall be directed downward onto the property, and away from any residential development; and, 3. complete construction plans must be submitted and approved prior to commencing any disturbance or development activity on either parcel, and before establishing any commercial activity on or use of the subject parcel

Motion was made by Commissioner Bowman seconded by Commissioner Brown that Z-2011-011 be approved subject to filing of covenants. Voting "Aye" Bowman and Brown. Voting "Nay" Carrington, Knight and Stephens.

Thereupon the Commission Meeting was adjourned to meet Tuesday, July 26, 2011, at 9:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk