

STATE OF ALABAMA)

JEFFERSON COUNTY) June 19, 2007

The Commission met in regular session at the Birmingham Courthouse, Bettye Fine Collins, President, presiding and the following members present:

District 1 Larry Langford

District 2 Shelia Smoot

District 3 Bobby Humphryes

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Langford seconded by Commissioner Smoot that the Minutes of June 12, 2007, be approved. Voting "Aye" Langford, Smoot, Carns, Collins and Humphryes.

STAFF DEVELOPMENT

Individual Staff Development

Cynthia Daniels	Community Development	Orange Beach, Alabama GFOA 2007 Summer Conference June 19 - 22, 2007	\$983.05
Deborah Andrews	CGMH	Atlanta, Georgia 2007 NBNA Nursing Practice July 26-29, 2007	\$1,139.54
Keith Gullede	Information Tech	Sunnyville, California Blue Coat Certified Proxy Professional Course July 8-13, 2007	\$1,918.80
David McDonald	Information Tech	San Bruno, California Iron Port C-Serios Configuration July 9-12, 2007	\$1,718.96
James Duncan, Jr.	Land Development	Home Study Course Comprehensive Planning & Meeting Management & Dispute Resolution	\$390.00
Eddie Woodis	Revenue	Pittsburgh, Pennsylvania Audit Oak Grove Resources, LLC August 18-25, 2007	\$1,711.30
William Voigt	OSCS	Delta, Alabama A4A Retreat June 10-12, 2007	\$210.16

Motion was made by Commissioner Langford seconded by Commissioner Carns that the Staff Development be approved. Voting "Aye"
Langford, Carns, Collins, Humphryes and Smoot.

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.

RECOMMENDED THAT THE ENCUMBRANCE JOURNAL BE APPROVED (THIS REGISTER IS ON FILE IN THE PURCHASING DEPARTMENT)

1. INFORMATION SERVICES NETWORK FROM POMEROY COMPUTER RESOURCE, BIRMINGHAM, AL, FOR CISCO NETWORK EQUIPMENT.

REFERENCE TAG# 807773, 807779, 807781, 807853, 807856, 819234, 820596, 820493, 825913, 825915

STATE OF ALABAMA CONTRACT# T498 \$75,074.20 TOTAL

2. HUMAN RESOURCES FROM ALACOMP, BIRMINGHAM, AL, TO CHANGE ORDER ADDING FUNDS TO P.O. 266100 FOR CONTRACTOR TO PERFORM PREEMPLOYMENT PHYSICALS TO PROSPECTIVE EMPLOYEES OF JEFFERSON COUNTY. REFERENCE TAG# 742068 \$30,000.00 TOTAL REFERENCE BID# 299-06
CONTRACT APPROVED BY THE COMMISSION ON 1/9/07 AND RECORDED IN MINUTE BOOK 152 AT PAGES 500-502.
3. INFORMATION SERVICES NETWORK FROM POMEROY COMPUTER RESOURCE, BIRMINGHAM, AL, FOR CISCO NETWORK EQUIPMENT MAINTENANCE SMARTNET. REFERENCE TAG# 804661 \$261,056.19 TOTAL
STATE OF ALABAMA CONTRACT# T498
4. PERSONNEL BOARD OF JEFFERSON COUNTY FROM BALCH & BINGHAM, BIRMINGHAM, AL, TO CHANGE ORDER ADDING FUNDS TO P.O. 260205 FOR CONTRACTOR TO RENDER LEGAL SERVICES AS NEEDED TO THE PERSONNEL BOARD OF JEFFERSON COUNTY. REFERENCE TAG# 768341 \$200,000.00 TOTAL
"FOR INFORMATION ONLY"
5. B'HAM & BESSEMER JAILS, YOUTH DETENTION, JRHC, AND COOPER GREEN FROM EVANS MEATS, BIRMINGHAM, AL, FOR FRESH MEATS. REFERENCE BID# 225-07 \$100,000.00 TOTAL
6. FAMILY COURT BIRMINGHAM FROM PITNEY BOWES, LOUISVILLE, KY, FOR POSTAGE FOR ON CALL METER. REFERENCE TAG# 784230 \$30,000.00 TOTAL REFERENCE BID# 80-07
7. INFORMATION SERVICES TECH SVCS FROM LOGICAL CHOICES TECHNOLOGY, DULUTH, GA, FOR TAPE DRIVES, INSTALLATION, AND MAINTENANCE. REFERENCE TAG# 816476, 816477, 827047, 827048 & 827050
\$214,181.10 TOTAL REFERENCE BID# 227-07
8. ENVIRONMENTAL SERVICES ADMINISTRATION FROM DELL MARKETING L P, ATLANTA, GA, FOR SIX (6) PERSONAL COMPUTERS. REFERENCE TAG# 823361 \$7,041.00 TOTAL REFERENCE P.O. # 272610
REFERENCE BID# 81-07

Motion was made by Commissioner Smoot seconded by Commissioner Langford that the Purchasing Minutes be approved. Voting "Aye" Smoot, Langford, Carns, Collins and Humphries.

REQUEST FOR CERTIFICATION

Budget Management - Payroll

Accounting Assistant II

Board of Equalization - Birmingham

Administrative Assistant I

Board of Equalization - Bessemer

Administrative Assistant I

Land Development

Zoning Supervisor

Motion was made by Commissioner Humphries seconded by Commissioner Smoot, that the Request for Certification be approved. Voting "Aye" Humphries, Smoot, Carns, Collins and Langford.

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION

1. Non-Departmental \$2,300

Decrease District 3 district funds to purchase a car for the McAdory Fire Department. No Additional Funds Required.

2. Jefferson Health System \$0

Add three LPN (Gr. 13) and delete a part-time Patient Care Technician (Gr. 09) and six Flexipool Staff Nurse (Gr. 21). Annual savings \$1,462.No Additional Funds Required.

3. Jefferson Health Systems \$0

Add a Physical Therapist (Gr. 30) and delete a Physical Therapist Assistant (Gr. 20). Annual difference \$23,772. No Additional Funds Required.

4. Environmental Services \$340,321

Shift funds for addition and deletion of positions throughout the department. Annual savings \$26,226.15. No Additional Funds Required.

B. OTHER BUDGET AMENDMENTS

5. Family Court \$25,000

Add purchasing memorandum to purchase a security surveillance system. No Additional Funds Required.

6. Environmental Services \$21,300

Shift funds and add purchasing memorandum to purchase a portable sampler system and GPS locating system. No Additional Funds Required.

7. Environmental Services \$1,800

Shift funds and add purchasing memorandum to purchase two computers. No Additional Funds Required.

8. Information Technology \$200,000

Shift funds for bid request for IT assessment. No Additional Funds Required.

9. Information Technology \$155,000

Shift funds for bid request for website upgrade. No Additional Funds Required.

C. FOR INFORMATION ONLY

Sheriff's Department \$24,004.36

Increase revenue and expenditures to record the sale of old vehicles. No Additional Funds Required.

Motion was made by Commissioner Smoot seconded by Commissioner Langford that the Budget Amendments be approved. Voting "Aye" Smoot, Langford, Carns, Collins and Humphries.

Jun-19-2007-747

BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign a Memorandum of Understanding with the City of Lipscomb which establishes guidelines for the renovation of the Lipscomb Fire Station.

BE IT FURTHER RESOLVED that the previous resolution on April 24, 2007 approving a Memorandum of Understanding with the City of Lipscomb is rescinded.

MEMORANDUM OF UNDERSTANDING
FOR THE
CITY OF LIPSCOMB

This Memorandum of Understanding establishes how the Jefferson County Commission proposes to work with the City of Lipscomb, Alabama to renovate the existing Fire Station back to standard condition. The proposed renovations for the Lipscomb Fire station are presented below:

1. Raise and replace the roof,
2. renovate the bathroom facilities to ADA standards,
3. install sheet rock on the walls of the day room and sleeping quarters,
4. remodel the existing office space,
5. remove existing carpet in the day room and sleeping quarters and replace it with tile, and

6. minor expansion to the fire station to make it more functional.

An architect will be procured by the Jefferson County Community Development office to provide an evaluation of the existing fire station, drawings for the proposed renovations, and a cost estimate for the improvements. Moreover, the architect will assure the renovations to the fire station are in compliance with local building codes. The architect will also provide inspection services during the construction phase of the project.

The City of Lipscomb will work with the Jefferson County Legislative delegation to have a local referendum to allow the city to charge fire dues, which will enable the city to hire full time fire fighters.

_____, Mayor of Lipscomb

Betty Fine Collins, President

Jefferson County Commission

Motion was made by Commissioner Smoot seconded by Commissioner Humphries that the above resolution be adopted. Voting "Aye" Smoot, Humphries, Carns, Collins and Langford.

Jun-19-2007-748

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Lease Agreement between Jefferson County, Alabama and Shirley F. Mitchell for the lease of a vacant flood mitigation property located at 127 Main Street, Cardiff, AL for a garden.

LEASE AGREEMENT (FEMA PURCHASED LOT)

RECITAL

Jefferson County, Alabama, purchased property located in floodway and/or flood zones with Federal Emergency Management Administration (FEMA) grants which require the removal of houses and improvements and that the cleared land be used in perpetuity as open space, which includes gardening, in order to protect and preserve natural flood plane values.

The County desires to lease the property to adjacent or nearby property owners for such authorized purposes in consideration of Lessee's maintaining the property.

W I T N E S S E T H

IN CONSIDERATION of One Dollar (\$1.00) each to the other received and the mutual promises herein, Jefferson County, as Lessor, and the undersigned Lessee hereby agree as follows:

1) Jefferson County hereby lets and leases the property described on Exhibit B hereto to the undersigned Lessee for use as a garden and other open space uses authorized by FEMA and reflected on the copy of a deed attached hereto as Exhibit A (on file in the Minute Clerk's office).

2) The undersigned Lessee hereby accepts this lease and agrees to use the leased property only for gardening and other open space uses authorized by FEMA and reflected on Exhibit A hereto. In addition to the FEMA rules, Jefferson County specifically prohibits parking and storing automobiles on this property.

3) Lessee agrees to maintain the leased property by regular grass cutting and Keeping it free of rubbish and performing all other usual and ordinary property Maintenance responsibilities.

4) Lessee agrees to protect and preserve the property and prevent Unauthorized uses by any others.

5) The term of this lease shall be one year from the date hereof; and with automatic renewals each year thereafter for a total lease period of five years. Provided, either party may terminate the lease by giving the other a 30day written notice of termination.

6) Lessee hereby acknowledges personal familiarity with the property and accepts it "as is"; and hereby agrees to indemnify, hold harmless and defend Jefferson County, its officials and employees from and against any claims, suits, or judgments for injuries including death, and damages to property, in any way arising out of this lease from any individual or entity whatsoever, including Lessee.

IN WITNESS WHEREOF, the parties have caused this lease to be duly executed as reflected below on this g day of 2007

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

Lessee:

Ms. Shirley F. Mitchell

Motion was made by Commissioner Smoot seconded by Commissioner Humphries that the above resolution be adopted. Voting

“Aye” Smoot, Humphryes, Carns, Collins and Langford.

Jun-19-2007-749

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Kathie Jones, Executive Director of the Tarrant Housing Authority as a required One Stop Partner under Title One of the Workforce Investment Act to represent “Employment and Training and Faith Based Activities by HUD”, be and hereby is approved. Kathie is the current President of the Alabama Association of Housing and Redevelopment Authorities for the State of Alabama which is composed of 150 housing authorities across the state.

Motion was made by Commissioner Smoot seconded by Commissioner Humphryes that the above resolution be adopted. Voting “Aye” Smoot, Humphryes, Carns, Collins and Langford.

Jun-19-2007-750

BE IT RESOLVED AND ORDERED by the Jefferson County Commission as follows:

Section 1. The Commission hereby makes the following findings and determinations:

(a) In order to provide for the purchase of variable rate sewer revenue warrants that are tendered from time to time for purchase in accordance with their terms, the County has entered into a number of Standby Warrant Purchase Agreements ("Standby Purchase Agreements") with the following banks: State Street Bank, Societe Generale, the Bank of New York and Lloyds TSB (the "Current Liquidity Providers").

(b) From time to time, it is necessary or desirable to amend an existing Standby Purchase Agreement to extend its term or to make other changes beneficial to the County.

(c) It is desirable for the Commission to authorize the execution and delivery of such amendments to existing Standby Purchase Agreements.

Section 2. The Commission hereby ratifies, approves and authorizes the execution and delivery of amendments to the existing Standby Purchase Agreements between the County and the Current Liquidity Providers in those instances when the purpose thereof is only to extend the agreement term and/or reduce the amount of the fees payable thereunder by the County. the President of the Commission is hereby authorized and directed to deliver any such amendments on behalf of the County, and any such execution and delivery heretofore effected is hereby ratified and confirmed.

Motion was made by Commissioner Humphryes seconded by Commissioner Langford that the above resolution be adopted. Voting “Aye” Humphryes, Langford, Carns, Collins and Smoot.

Jun-19-2007-751

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Kelly Services to provide temporary personnel to fill critical as-needed positions until a permanent Merit System or classified candidate can be hired through the Personnel Board beginning October 1, 2007 and ending September CONTRACT N0. 288-06C

PERSONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 1st day of October 1, 2006, by and between Jefferson County, Alabama, hereinafter called

"the County", and Kelly Services, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2006.

WHEREAS, the County desires to contract for personal services for the Human Resources Department on an emergency asneeded basis, and

WHEREAS, the Contractor desires to furnish said personal services 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 perform the services hereinafter set forth provided there are no Merit System or Classified employees available to fill these positions. The Contractor agrees to provide qualified temporary employees under the County's operational supervision

2. **SCOPE OF SERVICES:** This Contract results from Jefferson County's Request for Proposal No. 288-06, dated July 14, 2006, the terms of which are included herein by reference. The Contractor shall provide temporary personnel to fill critically asneeded positions for Human Resources until a permanent replacement can be located and hired to fill the vacancy. The list of positions the Contractor is capable of filling is shown on Attachment No. 1. Other County Departments, desiring to use temporary employees, must fill out the Request for Approval of Independent Contractor Services form specifying why they need to use Temporary employees in lieu of Merit System or Classified employees and submit it to the Human Resources Department. Human Resources will validate the need and monitor the temporary placement to ensure contract compliance. (Attachment on file in the Minute Clerk's office)

For the purpose of monitoring this open contract, the Human Resources Department will request a monthly report from each department outlining the reason the contracts were activated, cost associated with the specific use and an explanation regarding immediate action taken to minimize this need in the future. The report will be submitted to the Personnel Board on a monthly basis.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to provide temporary personnel services to the County at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2007.

However, contract may be extended upon mutual agreement of both parties.

4. **COMPENSATION:** The Contractor shall be compensated for services rendered at a cost shown on Attachment No.1 payable weekly per submission of an invoice.

5. **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 Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.

6. **NONDISCRIMINATION 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.

7. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department will information required for Form 1099 reporting and other pertinent data required by law.

8. **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.

9. **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.

10. **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.

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. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

12. **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 any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

13. 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.

CONTRACTOR:	JEFFERSON COUNTY, ALABAMA
Stephanie Callan, Regional Manager	Bettye Fine Collins, President
Kelly Services	Jefferson County Commission

Motion was made by Commissioner Humphryes seconded by Commissioner Langford that the above resolution be adopted. Voting "Aye" Humphryes, Langford, Carns, Collins and Smoot.

Jun-19-2007-752

WHEREAS, The Jefferson County Commission on April 3, 2007 contracted with Retirement Consulting Actuaries, Inc., and Benalytics Consulting Group, LLC (collectively the "Business Associate") to perform actuarial services (the "Services") for the Jefferson County Retiree Group Health Plan to include preparation of Governmental Accounting Standards Board (GASB) 45 valuation reports and assessments, provide GASB 45 compliance options and recommendations; and

WHEREAS, the "Services" may require the electronic transmission of data that includes protected health information ("PHI") that is subject to the Privacy Regulations and the Security Regulations under the Health Insurance Portability and Accountability Act of 1996 (the "Regulations"); and

WHEREAS, to the extent required by the Regulations, the Plan and Business Associate, wish to comply with the requirements of the Regulations by entering into a Business Associate Agreement (the "Agreement")

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Commission authorize the Business Associate to use PHI only to perform the permitted and required Uses and Disclosures as provided by the Agreement or as required by law.

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement"), by and between the undersigned (1) Jefferson County Retiree Group Health Care Plan (the "Plan") and (2) Retirement Consulting Actuaries, Inc. and Benalytics Consulting Group, LLC (collectively, the "Business Associate"), is effective as of April 3, 2007.

RECITALS

WHEREAS, due to the actuarial services (the "Services") performed by the Business Associate on behalf of the Plan (including, without limitation, preparation of GASB 45 valuation reports and assessments, providing GASB 45 compliance options and recommendations, and assisting the Plan in implementing selected compliance option(s)) in which Protected Health Information ("PHI") and Electronic Protected Health Information . subject to the Privacy Regulations and the Security Regulations, respectively, promulgated by the United States Department of Health and Human Services ("HHS") under the Health Insurance Portability and Accountability Act of 1996 (the "Regulations"), may be transmitted, created, received, and/or maintained; and

WHEREAS, to the extent required by the Regulations, the Business Associate and the Plan desire to comply with the "Business Associate" requirements of the Regulations and to memorialize their agreements with respect to such compliance.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, the Business Associate and the Plan agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms shall have the same meanings as set forth in the Regulations.
2. Restrictions on Use and Disclosure of PHI. The Business Associate may Use PHI only to perform the permitted and required Uses and Disclosures as provided by this Agreement or as Required By Law. The Business Associate shall make reasonable efforts to limit PHI that is subject to this Agreement to the minimum amount that is necessary to accomplish the intended purpose of a required or

permitted Use or Disclosure under this Agreement. The Business Associate shall not Use or Disclose PHI received from the Plan or any participant in the Plan in any manner that would constitute a violation of the Regulations if the Plan made the same Use or Disclosure, except that the Business Associate may Use or Disclose such PHI for the Business Associate's proper management and administration and legal responsibilities.

The Business Associate may Disclose PHI for the purposes described in this Section 2 only in the following circumstances: such Disclosure is Required By Law; or the Business Associate obtains reasonable assurances from the person to whom the PHI is Disclosed that it will be held confidentially and Used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed to the person, and the person agrees to notify the Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

3. Agents and Subcontractors Bound by Agreement. If any agent or subcontractor of the Business Associate (other than the Business Associate's Workforce) will have access to PHI that is received from, or created or received by the Business Associate on behalf of the Plan, then the Business Associate will enter into an agreement with such agent or subcontractor whereby the agent or subcontractor agrees to be bound by the terms of this Agreement with respect to PHI.

4. Safeguards for Protection of PHI; Report of Unauthorized Use or Disclosure. The Business Associate agrees that it will implement and use appropriate safeguards to prevent any Use or Disclosure of PHI in violation of this Agreement. The Business Associate agrees that it will report to the Plan any Use or Disclosure of PHI, of which the Business Associate becomes aware, that is in violation of this Agreement. The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a Use or Disclosure of PHI by the Business Associate in violation of this Agreement.

5. Cooperation by the Business Associate. To the extent the Business Associate maintains any Designated Record Sets, the Business Associate shall cooperate with the Plan when responding to individuals' requests for access as provided in Section 164.524 of the Regulations or amendments as provided in Section 164.526 of the Regulations.

The Business Associate further agrees to cooperate with the Plan in providing an accounting of Disclosures of PHI received under this Agreement as requested by an individual to whom it relates, except to the extent the Regulations provide otherwise. The Business Associate shall respond to requests from the Plan for the information described in this Section 5 and make available such information to the Plan within a reasonable period of time to enable the Plan to timely respond to any request.

6. Documenting Disclosures. In order to cooperate with the Plan in accordance with Section 5 above and Section 164.528 of the Regulations, the Business Associate agrees to document all Disclosures of PHI and information related to such Disclosures as would be required for the Plan to respond to an individual's request for an accounting of Disclosures of PHI under Section 164.528 of the Regulations. Such documentation shall include: (a) the date of the Disclosure; (b) the name of the entity or person who received the PHI and, if known, the address of such entity or person; (c) a brief description of the PHI Disclosed; and (d) a brief statement of the purpose of the Disclosure (which would reasonably inform an individual of the basis for the Disclosure).

7. HHS. The Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of PHI received from or created or received by the Business Associate on behalf of the Plan available to the Plan and/or the Secretary of 14HS for purposes of determining the Plan's compliance with the Regulations. Notwithstanding this Section 7, no attorneyclient privilege or other privilege shall be deemed waived by the Plan or the Business Associate.

8. Termination. The Business Associate agrees that any violation of a material term of this Agreement, including violations relating to the permitted and required Uses and Disclosures of PHI by the Business Associate, shall constitute a material default under this Agreement. The Plan agrees to notify the Business Associate in writing of any such event of default, and if the Business Associate does not cure the default to the satisfaction of the Plan within a reasonable period of time, the Plan shall be entitled to terminate this Agreement or if it is not feasible to terminate this Agreement, report the problem to the Secretary of HHS.

Upon termination of this Agreement, the Business Associate and the Plan agree to determine whether the return or destruction of PHI received from, or created or received by the Business Associate under this Agreement is feasible. If such return or destruction is mutually determined to be feasible, the Business Associate shall promptly return or destroy all such PHI received from or created or received by the Business Associate under this Agreement. If such return or destruction is mutually determined to not be feasible, the protections of this Agreement shall continue to apply to such PHI after termination (including the Business Associate's obligations in Section 5), and further Uses and Disclosures of such PHI shall be restricted to only those purposes that make the return or destruction of the information infeasible. If mutual agreement is not made as to the feasibility of any return or destruction of PHI, the parties agree to use mediation to resolve this issue.

9. Term of Agreement. The term of this Agreement shall be such period of time as the Business Associate is performing the Services. In the event that such Services are terminated, this Agreement also shall terminate, except that the provisions of Sections 8 and 15 shall survive any termination of this Agreement.

10. Notice. All written communications, demands, and notices between the parties hereto must be posted by first class mail, postage paid or express mail to the following addresses:

To the Business Associate:

To the Plan:

Retirement Consulting Actuaries, Inc.
Attn: Barry Freiman
271 Village Parkway
Marietta, Georgia 30067

Jefferson County Retiree Group Health Care Plan
Attn: Marilyn D. Johnson
Human Resources Dept. Benefits Office
716 Richard Arrington, Jr. Blvd. North
Courthouse A610
Birmingham, Alabama 35203

Benalytics Consulting Group, LLC
Attn: Charles G. Atkinson
1290 Kennestone Circle, Suite A201
Marietta, Georgia 30066

11. Entire Agreement. This Agreement supersedes all previous contracts and constitutes the entire agreement of whatever kind or nature existing between the parties with respect to the subject matter hereof, and no party shall be entitled to benefits other than those specified herein. As between the parties, no oral statement or prior written material not specifically incorporated herein shall be of any force and effect; and the parties specifically acknowledge that in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others. This Agreement may be amended only by an instrument in writing executed by the parties hereto and may be supplemented only by documents delivered in accordance with the express terms hereof.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

13. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein or therein confer, upon any person other than the Plan and the Business Associate and their respective successors or assigns in interest, any rights, remedies, obligations, or liabilities whatsoever.

14. Modification For Change in Law. Upon the occurrence of changes or amendments to the Regulations or other law that affect the legality of or any provision in this Agreement, the Plan and the Business Associate agree to modify this Agreement to comport with such changes or amendments. Any such modification of this Agreement shall be in writing and signed by the Plan and the Business Associate.

15. Indemnification. Each party to this Agreement hereby agrees to indemnify, defend, and hold harmless the other party (including, but not limited to, its directors, employees, officers, and agents) from and against any and all claims, causes of action, liabilities, damages, costs, or expenses (including, but not limited to, attorneys' fees) incurred by the party as a result of the other party's (or any party acting by or through the party) gross negligence or willful misconduct or failure to perform any of its duties or obligations under this Agreement.

16. Security . The Business Associate shall:

(a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Plan as required by the Regulations;

(b) Ensure that any agent, including any subcontractor, to whom the Business Associate provides such Electronic Protected Health

Information agrees in writing to implement reasonable and appropriate safeguards to protect it;

(c) Report to the Plan any security incident of which the Business Associate becomes aware; and

(d) Make its policies and procedures and documentation required by the Regulations relating to such administrative, physical, and

technical safeguards, available to the Plan and the Secretary of HHS for purposes of determining the Plan's compliance with the Regulations.

17. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Alabama without regard to the principles of conflicts of laws of said state.

IN WITNESS WHEREOF, the parties herein have caused this Business Associate Agreement to be executed by their duly authorized representatives as of the date first written above.

PLAN:

Jefferson County Retirement Group Health Care Plan

Demetruis J. Taylor, Director of Human Resources of the Jefferson Court Commission, on behalf of the Jefferson County Retiree Group Health Care Plan

BUSINESS ASSOCIATE:

Retirement Consulting Actuaries, Inc.

Barry J. Young, Principal Actuary

BUSINESS ASSOCIATE:

Benalytics Consulting Group, LLC

Charles . Atkinson, CFC, its Principal

JEFFERSON COUNTY COMMISSION:

Jefferson County, Alabama

Bettye Fine Collins, President

Motion was made by Commissioner Humphryes seconded by Commissioner Langford that the above resolution be adopted. Voting "Aye" Humphryes, Langford, Carns, Collins and Smoot.

Jun-19-2007-753

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from Tanya Shelton, Cooper Green Hospital, for reimbursement of three courses under the Tuition Reimbursement Program in lieu of the terms of the Program which allows for reimbursement of two courses per academic term, be and hereby is approved.

Motion was made by Commissioner Humphryes seconded by Commissioner Langford that the above resolution be adopted. Voting "Aye" Humphryes, Langford, Carns, Collins and Smoot.

Jun-19-2007-754

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Cobbs, Allen & Hall to provide Broker of Record services.

CONTRACT NO. HRD-03

BROKER OF RECORD SERVICES CONTRACT

THIS AGREEMENT entered into this 12th day of June, 2007, by and between Jefferson County, Alabama, hereinafter called "the County", and Cobbs, Allen & Hall, hereinafter called "the Contractor". The effective date of this agreement shall be June 1, 2007.

WHEREAS, the County desires to contract for broker of record services for the Human Resources Department, hereinafter called "Human Resources"; and

WHEREAS, the Contractor desires to furnish said services 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 perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** This Contract results from Jefferson County's written Request for Broker of Record Services dated March 30, 2007. The Contractor shall provide insurance Broker of Record Services to include the solicitation and placement of insurance in the best interests of Jefferson County Commission. The Contractor shall review and evaluate the County's exposure to risk; prepare annual marketing strategy reports identifying anticipated market conditions and proposing a marketing strategy for the County's major loss exposure areas prior to policy renewal; assist in developing underwriting data and specifications for renewal negotiations; provide trended values for property insurance policies; with participation of the Director of Human Resources or her designee, obtain bids from the insurance industry and negotiate the best terms and coverage for the various exposure areas and submit information to the Director of Human Resources for approval by the Commission; evaluate the commitment and financial stability of the underwriters; service existing insurance policies by tendering losses, reviewing coverage issues, assisting in collection of losses, reporting values, issuing Certificates of Insurance as needed, processing policy changes, etc., in a timely manner; schedule quarterly meetings with the Director of Human Resources or her designee to discuss loss control issues, exposure changes, and general administrative matters; provide monthly cost reports for excess health, vision and dental claims including fixed costs, gross premiums and paid claims, pooling charges and Incurred But Not Reported (IBNR) reserve; with participation of the Human Resources Director or her designee, obtain initial premium renewals and negotiate for the lowest renewal rates seek and analyze premium rates with comparable benefits providers in local market; provide updates on excess health, dental and vision insurance markets, legislative issues and cost trends; provide assistance in developing strategy for cost containment and annual renewals; analyze the County's exposure to loss, adequacy of coverage, and develop options on coverage not presently purchased by the County; provide service for day-to-day contact on insurance matters; assist the County in developing insurance requirements for the various contracts (design, construction, and service) and in reviewing insurance policies, contracts, leases, and bonds as requested by the County; prepare an annual report including a schedule of policies in force, coverage provisions, premiums, insurance claims experience for the prior policy year and recommendations for possible adjustments to insurance coverage for the next policy year (the report should provide a summary of broker support services rendered during the prior year, with recommendations for broker services recommended for the subsequent year; provide other services that are normally and customarily required of an insurance broker for County government. Insurances shall include but are not limited to excess health, excess workers' compensation, property &

casualty, boiler & machinery, crime & dishonesty, basic life insurance, basic accidental death & dismemberment, voluntary life, voluntary accidental death & dismemberment, dental and vision, and bonds.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The term of the contract is for one year (1) July 1, 2007 through June 30, 2008 with an option to renew for two (2) additional one-year periods upon mutual agreement by the Jefferson County Commission and the Contractor.

4. **COMPENSATION:** The Contractor shall be compensated for services to the County per the brokerage fees received from insurance companies selected to provide insurance benefits and coverage for the County. Contractor agrees to disclose the terms and amounts of the fees received for all brokerage services rendered for contracts entered into by the County.

5. **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 Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.

6. **NONDISCRIMINATION 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.

7. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department will information required for Form 1099 reporting and other pertinent data required by law.

8. **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.

9. **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.

10. **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.

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. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

12. **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 any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

13. **REFUND IN THE EVENT OF BREACH:** 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.

CONTRACTOR:

JEFFERSON COUNTY, ALABAMA

Bruce Denson, President

Bettye Fine Collins, President

Cobbs, Allen & Hall

Jefferson County Commission

Motion was made by Commissioner Humphries seconded by Commissioner Langford that the above resolution be adopted. Voting "Aye" Humphries, Langford, Carns, Collins and Smoot.

Jun-19-2007-755

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama through the General Services Department and Professional Choice, Inc., for janitorial services at the North Jefferson Satellite, to extend the agreement through May 14, 2008 and to add a 5% increase in cost - \$19,500 annually.

CONTRACT NO.189-06

AMENDMENT NO.1

This Amendment to Contract entered into this 16th day of April, 2007, by and between Jefferson County, Alabama through the General Services Department (hereinafter referred to as the "Jefferson County Commission") and Professional Choice, Inc. (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the Jefferson County Commission 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 the 20th day of June, 2006 and recorded in Minute Book 151 at Page(s) 262-263, and made a part of this amendment by reference, is hereby amended as follows:

Item 3. Under "Terms of Agreement and Authorization to Perform Work", change the term of the contract as follows:

From: May 15, 2006 through May 14, 2007 To: May 15, 2006 through May 14, 2008.

Item 4: Under "Compensation", change the per square foot cleaning services by adding 5% increase to cost as agreed upon in contract as follows:

From: \$0.115 sq. ft for cleaning services To: \$0.012075 sq. ft. for cleaning services

From: \$0.02 sq. ft. for cleaning supplies To: \$0.0210 sq. ft. for cleaning supplies

From: \$0.12 sq. ft for carpet shampooing To: \$0.1260 sq. ft for carpet shampooing

From: \$0.15 sq. ft for floor stripping & refinish To: \$0.1575 sq. ft for floor stripping & refinish

All other terms and conditions remain as previously written

Jefferson County Commission

Contractor

Bettye Fine Collins, President

Teresa Harrell, President

Motion was made by Commissioner Humphryes seconded by Commissioner Langford that the above resolution be adopted. Voting "Aye" Humphryes, Langford, Carns, Collins and Smoot.

Jun-19-2007-756

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 Golden & Associates Construction for the Jefferson County Criminal Courts District Attorney and Parking Lot Renovations due to the relocation of unforeseen electrical conduit and a rain leader in the DA's office and the need of five additional bollards in the parking lot renovations in the amount of \$626 to close-out the project.

Motion was made by Commissioner Humphryes seconded by Commissioner Langford that the above resolution be adopted. Voting "Aye" Humphryes, Langford, Carns, Collins and Smoot.

Jun-19-2007-757

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 M. J. Harris, Inc., for the Cooper Green Mercy Hospital Phase 2 project, for renovations of two negative pressure prisoner isolation rooms in the amount of \$37,827 to be paid by grant funds from the Alabama Department of Public Health.

Motion was made by Commissioner Humphryes seconded by Commissioner Langford that the above resolution be adopted.
Voting "Aye" Humphryes, Langford, Carns, Collins and Smoot.

Jun-19-2007-758

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 H & M Mechanical, Inc, for the Cooper Green Mercy Hospital Phase 2 project, for renovations of two negative pressure prisoner isolation rooms in the amount of \$11,663 to be paid by grant funds from the Alabama Department of Public Health.

Motion was made by Commissioner Humphryes seconded by Commissioner Langford that the above resolution be adopted.
Voting "Aye" Humphryes, Langford, Carns, Collins and Smoot.

Jun-19-2007-759

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 Mechanical Electrical Contractors, for the Cooper Green Mercy Hospital Phase 2 project, for renovations of two negative pressure prisoner isolation rooms in the amount of \$27,629 to be paid by grant funds from the Alabama Department of Public Health.

Motion was made by Commissioner Humphryes seconded by Commissioner Langford that the above resolution be adopted.
Voting "Aye" Humphryes, Langford, Carns, Collins and Smoot.

Jun-19-2007-760

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama through the Office of Senior Citizen Services and Jefferson County Council on Aging to add \$2,000 to the Travel line item and to add line item 8 to Program Component regarding the increase in the Travel.

AMENDMENT TO CONTRACT

CONTRACT #OSCS-01

AMENDMENT #1

This Amendment to Contract entered into this 7th day of May, 2007, by and between Jefferson County, Alabama through the Office of Senior Citizens Services (hereinafter referred to as "The Jefferson County Commission") and Jefferson County Council on Aging (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the Jefferson County Commission 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 entered into on the 1st day of October, 2006, which was approved by the Commission on 03-06-07 and recorded in Minute Book 153 at Page 132, is hereby amended as follows:

Amend Exhibit I, "FN Budget 2007", attached to the Contract by adding \$2000.00 to the Travel Line item and change the total

amount of the contract from \$72,688.00 to \$74,688.00.

Add line item 8 to Exhibit II, "Program Component", attached to the contract as follows:

8. Using funds being amended into this contract, along with existing funds designated for travel and or training, attend the AIRS certification training with the goal of having one (1) Information and Assistance worker certified prior to the end of the contract period.

All other terms and conditions remain as previously written.

Jefferson County Commission

Contractor

Bettye Fine Collins, President

George Graham, Executive Director

Motion was made by Commissioner Humphryes seconded by Commissioner Langford that the above resolution be adopted. Voting "Aye" Humphryes, Langford, Carns, Collins and Smoot.

Jun-19-2007-761

WHEREAS, the City of Trussville has requested that Jefferson County perform inspection services for the new Trussville High School due to high demands upon the City's Inspection Services Department; and

WHEREAS, the Jefferson County Inspection Services Department can undertake the additional duty of inspecting the construction of the new Trussville High School; and

WHEREAS, Jefferson County has submitted to the City a proposed list of inspectors for building, plumbing and electrical work and their actual hourly rates subject to increase for cost of living raises; and

WHEREAS, the City of Trussville has expressed its desire to reimburse the County for its expenses in providing the inspection services.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following Agreement with the City of Trussville for inspection services for building, electrical and plumbing construction at the new Trussville High School site is hereby approved, and the President is authorized to execute it on behalf of the County.

AGREEMENT

THIS AGREEMENT made and entered into on this the _____ day of June, 2007, by and between JEFFERSON COUNTY, ALABAMA, hereinafter referred to as "the County", and CITY OF TRUSSVILLE, ALABAMA, an Alabama municipal corporation, hereinafter referred to as "the City".

RECITALS:

WHEREAS, the City has requested and authorized the County to perform Inspection Services for its new High School by resolution dated _____, 2007; and

WHEREAS, the County is willing to provide Inspection Services to the City of Trussville for the new Trussville City High School; and

WHEREAS, the City and the County have determined that it is in their mutual best interests to enter into this Interlocal Government Agreement for Inspection Services.

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

1. Jefferson County agrees to perform Inspection Services covering the building, plumbing and electrical construction work being performed for the City of Trussville on the new Trussville City High School. The Inspection Services will be performed in accordance with the County Inspection Department's Rules and Regulations and using the City's current Standards and Building Codes enforced and employed by that Department. The City agrees that it will not interfere with or impede in any manner the County's performance of the Inspection Services.
2. The County agrees to bill the City on a monthly basis for all Inspection Services performed during the previous thirty (30) days in accordance with the rate schedule attached hereon as Exhibit A. Said rates may be adjusted in the event the County Commission authorizes changes in pay rates or substitutes inspectors at different rates. (Exhibit on file in the Minute Clerk's office)
3. The City agrees to pay each monthly County invoice for Inspection Services within thirty (30) days of receipt thereof.
4. The County agrees to issue appropriate approvals so that the City can issue a Certificate of Occupancy all in accordance with its Rules and Regulations upon the satisfactory inspection of all construction work.
5. This Agreement may be terminated by either party for any reason including, but not limited to, the convenience of one or both of the parties. In the event that either party elects to terminate this Agreement, written notice shall be provided to the other party within

twentyfour (24) hours of the election to terminate. In the event of termination for convenience, the parties agree to reach an equitable resolution of all outstanding charges and/or credits pursuant to the rate schedule.

JEFFERSON COUNTY, ALABAMA

BETTYE FINE COLLINS, President

Jefferson County Commission

CITY OF TRUSSVILLE, ALABAMA

EUGENE A. MELTON, Mayor

Motion was made by Commissioner Langford seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Langford, Smoot, Carns, Collins and Humphryes.

Communication was read from Roads & Transportation recommended the following:

1. Birmingham Water Works to install 945' of 6" and 425' of 4" water main on Crestview Lane in Sumiton.
2. Birmingham Water Works to install 740' of 8" water main in Little Creek Subdivision in Mt. Olive.
3. Alabama Gas Corporation to install 420' of 4" gas main for the Eastern Valley Road Relocation. This is a Jefferson County Project.
4. BellSouth to install 400' of buried cable in Somerset North Subdivision off of Morris-Majestic Road.
5. BellSouth to install 90' of buried cable on Fieldstown Road in Gardendale.
6. Utility Lines Construction Services to install 3,500' of power cable in Franklin Parc (Second Sector) in Trafford.
7. Utility Lines Construction Services to install 1,100' of power cable for Signature Homes The Residence at Village Center, near Ross Bridge Parkway.
8. Utility Lines Construction Services to install 1,100' of power cable for Signature Homes Village Center Phase III, near Ross Bridge Parkway.

Motion was made by Commissioner Langford seconded by Commissioner Smoot that the Utility Permits be approved. Voting "Aye"

Langford, Smoot, Carns, Collins and Humphryes.

Jun-19-2007-762

BE IT RESOLVED by the Jefferson County Commission that the Finance Director is authorized to transfer \$12,085.00 from the General Fund (01) to the Road Construction Fund (22) to create an account for the ALDOT Enhancement Project.

Motion was made by Commissioner Langford seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Langford, Smoot, Carns, Collins and Humphryes.

Jun-19-2007-763

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Subdivision Surety Deposit Agreement between Jefferson County, Alabama and Cotswald Development, Ltd. for roadway improvements.

JEFFERSON COUNTY SUBDIVISION SURETY DEPOSIT AGREEMENT

Cotswald Development, Ltd.
Developer

Cotswald Subdivision Phase 3
Project
Asphalt Seal Coat
Improvements
April, 2010
Completion Date
Fifty Thousand Dollars (\$50,000.00)
Deposit

This agreement is between Jefferson County, Alabama (the "County") and the Developer identified above ("Developer").

WITNESSETH:

WHEREAS, Developer is developer of the above project in Jefferson County, Alabama (the "Project"), and has not yet constructed and installed the above described Project improvements (the "Improvements"); and

WHEREAS, the Improvements must be completed to comply with the County's Subdivision Regulations; and

WHEREAS, the Improvements are scheduled and required to be completed before the above completion date (the "Completion Date"); and

WHEREAS, the County is amenable to signing the record plat map for the Project pending completion of the Improvements, if Developer deposits the above sum (the "Deposit") with the County to secure completion of the Improvements.

NOW THEREFORE in consideration of the premises, the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. Developer shall deposit the Deposit with the County to hold in the County's bank deposit account pursuant to this Deposit Agreement.
2. The County shall sign the record plat map for the Project upon receipt of the Deposit.
3. If the Improvements have not been completed on or before the Completion Date, the County shall be entitled to use the Deposit to complete the Improvements. If the proceeds of the Deposit exceed the amount required to complete the Improvements, the excess shall be refunded to Developer.
4. If the amount of the Deposit is insufficient to complete the Improvements, the County shall notify Developer of the amount of the deficiency (the "Deficiency") which sum shall be due and payable from Developer to the County within five business days after delivery or posting in the U. S. Mail of the notice to the following address:

Cotswald Development, Ltd.
820 Shades Creek Pkwy. Suite 2300
Birmingham, Alabama 35209
Attn: Ingram D. Tynes/Kevin Hilbun
205 - 877-3199 (phone) 205 - 877-3198 (fax)
5. If all of any part of the Deficiency remains unpaid on the sixth business day following delivery of the aforesaid notice, Developer hereby grants the County a Lien for such unpaid amount on all of the real property and interests in real property Developer owns at the site of the Project to secure the payment thereof.
6. If legal action by the County is performed in order to enforce any provision of this Deposit Agreement the Developer hereby agrees to pay the reasonable amount or value thereof and any costs and expenses.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the duly authorized representatives as below.

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

DEVELOPER

Cotswald Development, Ltd, an Alabama limited partnership

Ingram D. Tynes, Manager

Motion was made by Commissioner Langford seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Langford, Smoot, Carns, Collins and Humphries.

Jun-19-2007-764

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Subdivision Surety Deposit Agreement between Jefferson County, Alabama and Robson Contractors, Inc. for roadway improvements.

JEFFERSON COUNTY SUBDIVISION SURETY DEPOSIT AGREEMENT

Robson Contractors, Inc.

Developer

Ashford Ridge (Robert Lee Road)

Project
Re-alignment of Robert Lee Road
Improvements
August 31, 2007
Completion Date
\$25,000
Deposit

This agreement is between Jefferson County, Alabama (the "County") and the Developer identified above ("Developer").

W I T N E S S E T H:

WHEREAS, Developer is developer of the above project in Jefferson County, Alabama (the "Project"), and has not yet constructed and installed the above described Project improvements (the "Improvements"); and

WHEREAS, the Improvements must be completed to comply with the County's Subdivision Regulations; and

WHEREAS, the Improvements are scheduled and required to be completed before the above completion date (the "Completion Date"); and

WHEREAS, the County is amenable to signing the record plat map for the Project pending completion of the Improvements, if Developer deposits the above sum (the "Deposit") with the County to secure completion of the Improvements.

NOW THEREFORE in consideration of the premises, the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. Developer shall deposit the Deposit with the County to hold in the County's bank deposit account pursuant to this Deposit Agreement.
2. The County shall sign the record plat map for the Project upon receipt of the Deposit.
3. If the Improvements have not been completed on or before the Completion Date, the County shall be entitled to use the Deposit to complete the Improvements. If the proceeds of the Deposit exceed the amount required to complete the Improvements, the excess shall be refunded to Developer.
4. If the amount of the Deposit is insufficient to complete the Improvements, the County shall notify Developer of the amount of the deficiency (the "Deficiency") which sum shall be due and payable from Developer to the County within five business days after delivery or posting in the U. S. Mail of the notice to the following address:

Ralph Robson - Robson Contractors, Inc.
P. O. Box 915
Trussville, AL 35173
Fax: 205 - 661-1997 Phone: 205 - 368-1540

5. If all of any part of the Deficiency remains unpaid on the sixth business day following delivery of the aforesaid notice, Developer hereby grants the County a Lien for such unpaid amount on all of the real property and interests in real property Developer owns at the site of the Project to secure the payment thereof.
6. If legal action by the County is performed in order to enforce any provision of this Deposit Agreement the Developer hereby agrees to pay the reasonable amount or value thereof and any costs and expenses.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the duly authorized representatives as below.

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Robson Contractors, Inc.

Ralph Robson, President

Motion was made by Commissioner Langford seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Langford, Smoot, Carns, Collins and Humphryes.

COOPER GREEN MERCY HOSPITAL GOVERNING BODY

Jun-12-2007-765

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Cooper Green Mercy Hospital Advisory Board Minutes of April 26, 2007, be and hereby is approved.

ADVISORY BOARD MINUTES SUMMARY

April 26, 2007

1. For the month of March, there were 7,031 outpatient clinic visits. 1,861 Health First cards were issued.
2. The new phone system for the hospital was approved by the County Commission.
3. To comply with JCAHO recommendations, beginning January 1, the Peer Review process has been changed to a quarterly review.
4. A-Imaging Plus was the company selected for the MRI. Installation date has not been set.
5. Nursing Administration held a Nursing Recruitment Open House and a Student Nurse Reception for students that performed their clinics at Cooper Green.
6. An agreement to recruit international nurses was submitted to the County Commission, Personnel Board and the County HR Department for review.
7. Jamie Sullivan was introduced as the new Chief Operations Officer.
8. One RN was hired in March.

Motion was made by Commissioner Smoot seconded by Commissioner Humphries that the above resolution be adopted. Voting "Aye" Smoot, Humphries, Carns, Collins and Langford.

Jun-19-2007-766

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama - Cooper Green Mercy Hospital and Jefferson County Community College - School of Nursing to provide clinical education for nursing students.

Motion was made by Commissioner Smoot seconded by Commissioner Humphries that the above resolution be adopted. Voting "Aye" Smoot, Humphries, Carns, Collins and Langford.

Jun-19-2007-767

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Craneware, Inc. to provide Charge Description Master (CDM) management services beginning April 1, 2007 and ending March 31, 2008 at an annual cost of \$32,190 plus \$375 per diem for travel expenses.

CONTRACT NO. 79-07

CONTRACT

THIS AGREEMENT entered into this 22nd day of February, 2007, by and between Jefferson County, Alabama, hereinafter called "the County", and Craneware, Inc., hereinafter called "the Contractor". The effective date of this agreement shall be April 1, 2007.

WHEREAS, the County desires to contract for Charge Description Master (CDM) management services for Cooper Green/Mercy Hospital, hereinafter called "the Hospital"; and

WHEREAS, the Contractor desires to furnish said services 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 perform the services hereinafter set forth.

2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal No.79-07, dated December 11, 2006, the terms of which are included herein by reference. The Contractor shall perform all necessary professional services provided under this Contract as required by the Hospital to deliver the services identified herein. The Contractor shall provide CDM Management/Compliance services to the Hospital and shall make available to the Hospital their Chargemaster Toolkit™ which has formatted information for creation of CDM files to be input into the Chargemaster Toolkit software issued to the facility. The Hospital and Contractor shall work with the

County's IT department to put the system online and available for use by the Hospital's Billing Department. Action items and responsible party are as follows:

ACTION

RESPONSIBLE PARTY

- | | |
|--|-------------------------|
| i. Client creates CDM extract files for use with software and sends to Contractor. Client verifies all user PCs adheres to minimum specifications. Client creates shared network drive for data file sharing among users. | County IT Department |
| ii. CDM files from client are templated by Craneware for use in software. | Contractor |
| iii. Onsite installation and training takes place (approximately 1.5 days) will be conducted at one location to reduce training expenses supplemental ongoing Webinar education, customer support help line and other training resources are available upon client request | Contractor I Hospital |
| iv. Charegmaster Toolkit Go-Live Upon completion of CMT install. Interface Scripting Module to integrate Chargemaster Toolkit backup to Hospital billing system will be tested and implemented after Contractor CMT initial installation date. | Contractor and Hospital |
| v. Interface Scripting Integration GoLive Upon completion of CMT install. Formatted information for creation of Billing Data extracts to be input into the Bill Analyzer issued to Hospital | Contractor |
| vi. Billing Data extracts generated inhouse by Hospital. SQL Server Database to store Billing Data for analysis made available in-house. | County IT Department |
| vii. Integration of Bill Analyzer Module, Billing Data Extract and SQL Server Database. | Contractor and Hospital |

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to install Chargemaster Toolkit Software at the Hospital at a mutually agreed upon time after the effective date of this Contract. The completion date of all services under this Contract is March 31, 2008. However, Contract may be extended, via an amendment to the Contract approved by the Contractor and the Jefferson County Commission, for two (2) additional one year terms, not to exceed three (3) full years.

4. **COMPENSATION:** The Contractor shall be compensated for services rendered at an annual cost of \$32,190.00 plus \$375.00 per diem for travel expenses. Annual cost broken down as follows: Training (\$13,500.00) and Annual Maintenance Fees (\$18,690.00). Contractor is to be paid upon the earlier of the completion of CMT install or July 31, 2007 unless a delay in the installation beyond this date is caused by the Contractor and per submission of an approved itemized invoice. Annual cost for subsequent years two and three, if County elects to extend Contract, shall be at the rate of \$18,690.00 per year plus an annual increase not to exceed the lessor of CPI or 3% utilizing. This includes all new upgrades, maintenance, troubleshooting and training.

5. **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 Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.

6. **NONDISCRIMINATION 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.

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

8. **TERMINATION OF CONTRACT:** This Contract may be terminated by the County upon a thirty (30) day written notice to the other party. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all eligible expenditures to the date of termination, less any payment of reimbursement already made. The Contract shall also terminate if funding ceases to be available. In such situations, the thirty (30) day written notice, referenced above, will not apply.

9. **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.

10. **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.

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. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

12. 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 any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

13. 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.

14. LIMITATION OF LIABILITY

I. EXCEPT AS PROVIDED ABOVE, OR AS CONTAINED IN THE CRANWARE END USER LICENSING AGREEMENT, OR AS EXPRESSED BY STATUTE TO BE INCAPABLE OF EXCLUSION OR LIMITATION, NO OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR PURPOSE AND SATISFACTORY QUALITY ARE MADE WITH RESPECT TO THIS AGREEMENT OR THE SOFTWARE BY THE CONTRACTOR.

II. CONTRACTOR SHALL NOT BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSS, DAMAGE OR EXPENSE OR FOR LOSS OF DATA, USE, SAVINGS OR PROFITS SUFFERED OR ARISING IN ANY MANNER WHATSOEVER OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

III. IN NO EVENT SHALL THE TOTAL LIABILITY OF CONTRACTOR HOWSOEVER ARISING UNDER THIS AGREEMENT OR BY REASON OF ITS SUPPLY OR SUPPORT TO CONTRACTOR OF THE PROGRAM EXCEED AMOUNT PAID TO CONTRACTOR PURSUANT TO THIS AGREEMENT

15. COPYRIGHT

I. Any new releases of the Software as may be issued to you in pursuant to subclauses 1(ii) and 1 (iii) above, shall be made available on the Contractor's website or dispatched on compact disks as appropriate ("Replacement Software")

II. The issue of such Replacement Software will permit County to install the same on a single personal computer and install data at any time, whether for a company, partnership or group, person or otherwise (unless, and to the extent that, Contractor has purchased the relevant license for multiple users and/or multiple sets of data from Contractor), in the course of which County may make one copy of the Replacement Software in any computer readable format for backup purposes. The copyright, design right and any other intellectual property rights in the source and object codes of the Replacement Software vest exclusively in Contractor .

III. The Replacement Software may not be copied without the express consent in writing of Contractor under such terms as it shall determine. In particular, the Replacement Software shall not be installed onto any additional network or onto any additional personal computer without an additional user license, available at separate cost from Contractor.

16. PROPRIETARY RIGHTS AND CONFIDENTIALITY

I. Both parties shall each preserve in strictest confidence all of the other's Confidential Information and shall at all times protect the other's Confidential Information through the highest commercially reasonable standard of care. Neither Party shall use or disclose to any person the other's Confidential Information, except upon the other's authorization, and except for internal purposes in accordance with this Agreement. Any disclosure of the either Parties Confidential Information to agents or employees of the other Party shall be made only in the normal course of business, on a need-to-know basis within the scope and purpose of this Agreement, and under written

agreements requiring such agents and employees to treat all Confidential Information as strictly confidential as required by this Agreement. Neither Party shall make copies of any materials containing the other's Confidential Information, except as authorized by this Agreement or otherwise in writing by the other.

II. Contractor acknowledges that Contractor, its Agents and employees will not require access to and should not have any access to individually identifiable health information ("Patient Information") from County. County acknowledges that County will not supply any Patient Information to Contractor.

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

duly authorized representative.

CONTRACTOR: JEFFERSON COUNTY, ALABAMA
James R. Wilson, Executive Vice President Betty Fine Collins, President
Craneware, Inc. Jefferson County Commission

Motion was made by Commissioner Smoot seconded by Commissioner Humphryes that the above resolution be adopted. Voting "Aye" Smoot, Humphryes, Carns, Collins and Langford.

Jun-19-2007-768

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request for Information Technology to remove the following equipment from fixed assets, be and hereby is approved.

List of Assets to be Removed from Inventory

Asset ID	Description
020321	Cisco Catalyst 4000
020322	Cisco Switch Module
960256	Hub
960257	Hub
960258	Hub
93971	Network Modules
93972	Network Modules
030966	Intrusion Detection Server
990168	Network Hub for Family Court
990169	Network Hub for Family Court
990170	Network Hub for Family Court
990171	Network Hub for Family court
31763	Cabletron NB25E Network Bride
960955	Chassis 8 Slot MMAC-M8FNB
002194	Catalyst 5505
002195	Catlyst 5000 Wiring-Closet Bend
010298	Cisco 48 port card
010299	Cisco - 24 Port 10/100 Card
010300	Cisco - 24 Port 10/100 Card
011498	Cisco 5000 Supervisor Module
011499	Cisco 5000 Supervisor Module
011500	Cisco 5000 ATM Module
011501	Cisco 5000 ATM Module
011502	Cisco 5000 ATM Module
011503	Cisco 2924 ATM Module
011504	Cisco 2924 ATM Module
011505	Cisco 2924 ATM Module
011506	Cisco 2924 ATM Module
001258	24-Port 10/100 Module Cisco 5000
001259	24-Port 10/100 Module Cisco 5000
001672	Cisco 1924 Switch TX/FX

Motion was made by Commissioner Langford seconded by Commissioner Humphryes that the above resolution be adopted. Voting "Aye" Langford, Humphryes, Carns, Collins and Smoot.

Jun-19-2007-769

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to sign all current and future State Department of Revenue Reimbursement Vouchers to obtain reimbursement to Jefferson County for a portion of the salary of the Chairperson of the Jefferson County Board of Registrars, as authorized by Alabama law.

Motion was made by Commissioner Lanford seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Langford, Smoot, Carns, Collins and Humphryes

The check issued during the week beginning June 11, 2007, and ending June 15, 2007, are as follows:

BEGINNING CHECK NUMBER	395112	ENDING CHECK NUMBER	395857
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Commissioner Collins made the following comments:

Response to Article in Birmingham News Tuesday June 19, 2007

Birmingham, AL - June 19, 2007

In response to the article in our local newspaper today with regard to the Red Mountain Park, let me give the background on this park project.

In an effort to resolve this matter and honor the previous Commission's commitment, Attorney Jeff Sewell, at my request, engaged in conversations with the leaders of the Red Mountain Park Commission. Their response was contained in a letter to Attorney Sewell with copies to all members of the Jefferson County Commission.

This matter has not been brought to the Finance Committee, which I Chair, because we have yet to identify a source of funding for this project.

On November 5, 2005, when the County Commission adopted the resolution agreeing to a donation of \$7 million, in a statement filed with the minutes of that article, I pointed out that there was no intergovernmental agreement with the other cities, i.e., Homewood and Birmingham, establishing joint financial obligations unlike the intergovernmental agreement between Birmingham, Homewood, Mountain Brook and Jefferson County. State law does not assign to County government the authority to fund and operate parks; consequently, there is no category of our revenues (tax dollars) that will cover this project no money was set aside. In order to resolve this, it appears the only legal way to effect closure on this matter, honoring the previous Commission's commitment, may be a general obligation bond issue. As soon as a determination is made by our Finance Director and our Financial Adviser as to the source of funds, this matter will be presented to the County Commission by way of the Finance Committee.

Commissioner Collins stated that the meeting of the Jefferson County Commission would recess for five minutes to be reconvened at 11:00 o'clock a.m.

At 11:00 a.m. the Commission reconvened with the following members present:

District 2 Shelia Smoot

District 3 Bobby Humphries

District 4 Bettye Fine Collins

District 5 Jim Carns

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:

Jun-19-2007-770

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-2007-022 Glenn E. Kelley, owner. Change of zoning on Parcel ID# 8-36-4-0-30 in Section 36 Twp 15 Range 2 West from C-1 (Commercial) to I-1 (Industrial) for compliance for auto repair, outdoor storage and outside rack. (Case Only: 5280 Old Pinson Road, Birmingham, AL 35215) (PINSON) (0.9 Acres M/L)

RESTRICTIVE COVENANTS:1. the use of this property shall be restricted to the existing automotive repair business only;
2. the entire perimeter of the property shall be fenced in the same manner (i.e., with the same type and style of construction, and a minimum height of 8 feet) as the existing fencing begun on the site; and, 3. there shall be no storage whatsoever, including parking, outside of said fence. 4. REVERSIONARY CLAUSE with regard to the completion of the privacy fence as prescribed in the above recommended covenants.

Motion was made by Commissioner Smoot seconded by Commissioner Collins that Z-07-022 be denied. Voting "Aye" Voting "Aye" Smoot and Collins. Commissioners Carns and Humphryes abstained from voting.

Z-2007-023 Rustmark, LLC, owner; Russell Luccasen, agent. Change of zoning on Parcel ID# 42-18-4-0-part of 2.1 in Section 18 Twp 20 Range 4 West from A-1 (Agriculture) to R-1 (Single Family) for a privately-developed alternative decentralized sewage disposal system for The Lakes at Shades Creek subdivision. (Case Only: 7863 Lou George Loop, Bessemer, AL 35022) (LOVELESS PARK) (3.1 Acres M/L)

RESTRICTIVE COVENANTS:1. the density of this development shall not exceed that allowed in an E-2 (Estate) zoning district; 2. no residential structure shall be constructed in the floodplain; 3. right turn lane to be installed and approved in accordance with the Department of Roads and Transportation; and, 4. the zoning of this property shall revert back to its existing zoning, A-1 (Agriculture), if the development is not implemented within three (3) years.

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that Z-07-023 be carried over to the July hearing date. Voting "Aye" Humphryes, Carns, Collins and Smoot.

Z-2007-020 Hung Huynh, owner; Mike Kinard, agent. Change of zoning on Parcel ID# 9-31-4-8-31.1 in Section 31 Twp 15 Range 1 West from C-1 (Commercial) with covenants to C-1 (Commercial) without covenants for a car wash with a laundromat. (Case Only: 4211 Oak Street, Pinson, AL 35126) (PINSON) (0.5 Acres M/L)

RESTRICTIVE COVENANTS:1. development is to be limited to one access only, and that to be from Highway 75; 2. a 15-foot buffer with a privacy fence is to be installed and maintained along the east property line; 3. a 15-foot buffer is to be installed and maintained along the north property line/Oak Street right-of-way; 4. all exterior lighting at the facility shall be directed downward onto the property; 5. business operating hours shall be restricted to between 6:00 AM and 10:00 PM; 6.no structure shall be located in any Special Flood Hazard Area; and, 7. reversionary clause.

Motion was made by Commissioner Carns seconded by Commissioner Smoot that Z-07-020 be denied. Voting "Aye" Carns, Smoot, Collins and Humphryes.

Commissioner Smoot left Commission Chambers.

Z-2007-024 Charles J. Gagliano, owner; David L. Waldrep, agent. Change of zoning on Parcel ID#s 7-29-0-0-14; 7-30-0-0-5 and 7-31-1-0-2 in Sections 29, 30 and 31 Twp 15 Range 3 West from A-1 (Agriculture) to R-1 (Single Family) for a single family residential subdivision. (Case Only: 1451 McConnell Lane, Mount Olive, AL 35117) (MOUNT OLIVE) (195.3 Acres M/L)

Rezoning to be contingent on approval of a preliminary drainage study by the County Drainage Engineer, and acceptance of a traffic study (by the Department of Roads & Transportation) determining the need for turn lane(s) on Mount Olive Road; and to be further subject to the following covenants:

RESTRICTIVE COVENANTS:1. no more than 41 lots are to be developed until a second access to the property is provided;
2. stub streets shall be provided to adjacent developable properties in accordance with the recommendations of the Department of Roads & Transportation; and, 3. reversionary clause.

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that Z-07-024 be carried over to a date to be scheduled upon receipt of revised plan. Voting "Aye" Humphryes, Carns and Collins.

Thereupon the Commission Meeting was adjourned to meet Tuesday, June 26, 2007, at 10:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk