

STATE OF ALABAMA)

JEFFERSON COUNTY) December 18, 2007

The Commission met in regular session at the Birmingham Courthouse, Jim Carns, President Pro Tem, presiding and the following members present:

District 1 George Bowman

District 3 Bobby Humphryes

District 5 Jim Carns

Motion was made by Commissioner Humphryes seconded by Commissioner Bowman that the Minutes of December 11, 2007, be approved. Voting "Aye" Humphryes, Bowman and Carns.

Bids were received and publicly opened and read from the following contractors on the Dexter Alley Sewer Replacement project: Gilco Contracting, R. L. Ellis & Company, Bartlett Contracting, Dixon & Murphy, Inc., Global Construction & Engineering, Russo Corporation and Onyx, Inc.

Bids were referred to Environmental Services for tabulation, report and recommendation.

STAFF DEVELOPMENT

Multiple Staff Development

Tax Assessor/ 5 Participants

| | | |
|-------------------|--|----------|
| Cynthia Clay | Bessemer, Alabama | \$200.00 |
| Persephone Golson | Al IV: Introduction to Property Tax Administration | \$200.00 |
| Jennifer Tabb | January 16-18, 2008 | \$200.00 |
| Denise Spivey | | \$200.00 |
| Jerri Ward | | \$200.00 |

Individual Staff Development

| | | | |
|----------------------|-----------------|---|------------|
| Bettye Fine Collins | Commission | Miami, Florida SEC Hearing November 27-28, 2007 | \$356.47 |
| Bettie Banks-Coleman | HR | Birmingham, Alabama FMLA Master Class February 13, 2008 | \$327.00 |
| Bruce Thompson | Revenue | Columbia, South Carolina Audit Bonitz Contracting & Zone Management January 27 - February 2, 2008 | \$1,371.75 |
| Stephen R. Franks | Roads & Trans | Foley, Alabama Two Day Bridge Inspector Refresher Course - ALDOT December 11-14, 2007 | \$452.41 |
| William Carson | Sheriff's Dept. | Auburn, Alabama Criminal Justice Technology Seminar December 3-5, 2007 | \$475.16 |
| Jeffery W. Bailey | Sheriff's Dept. | (No city given) Police School: Hispanic Gang December 21-22, 2007 | \$84.90 |

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, THAT THE FOLLOWING REPORT FILED BY THE PURCHASING DEPARTMENT BE, AND THE SAME HEREBY IS APPROVED (as amended - three items from Environmental Services was pulled from report). 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. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM SURGIPATH MEDICAL, MILWAUKEE, WI, FOR HISTOLOGY SUPPLIES FOR THE PERIOD OF 10/1/07- 9/30/08. SAP PURCHASE ORDER# 2000010557
\$5,500.00 TOTAL REFERENCE BID# 359-06
2. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM IMMUCOR, ATLANTA, GA, FOR BLOOD BANK SUPPLIES FOR THE PERIOD OF 10/1/07 - 9/30/08. SAP PURCHASE ORDER# 2000010558 \$5,000.00 TOTAL
REFERENCE BID# 226-05
3. COOPER GREEN MERCY HOSPITAL FROM ENCOMPASS, ATLANTA, GA, TO ADD FUNDS TO PAY FREIGHT.
SAP PURCHASE ORDER# 200008744 \$278.49 TOTAL
4. FLEET MANAGEMENT FROM TRANSTAR INDUSTRIES, BIRMINGHAM, AL, FOR OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS & REPAIRS. SAP PURCHASE ORDER# 2000010702 \$12,000.00 TOTAL
5. FLEET MANAGEMENT FROM WARRIOR TRACTOR, BIRMINGHAM, AL, FOR OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS & REPAIRS. SAP PURCHASE ORDER# 2000010704 \$7,000.00 TOTAL
6. FLEET MANAGEMENT FROM WADES COLLISION REPAIR, BIRMINGHAM, AL, FOR OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS & REPAIRS. SAP PURCHASE ORDER# 2000010703 \$5,000.00 TOTAL
7. FLEET MANAGEMENT FROM XTREME AUTOMOTIVE, BIRMINGHAM, AL, FOR OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS & REPAIRS. SAP PURCHASE ORDER# 2000010709 \$10,000.00 TOTAL
8. ENVIRONMENTAL SERVICE (VILLAGE MAINTENANCE) SHOP FROM JONES BEARING COMPANY, PELHAM, AL, FOR PILLOW BLOCK BEARING. SAP PURCHASE ORDER# 2000010878 \$5,211.32 TOTAL
9. ENVIRONMENTAL SERVICE (ADMINISTRATION) FROM MONTGOMERY ADVERTISING, MONTGOMERY, AL, FOR LEGAL ADVERTISING. SAP PURCHASE ORDER# 2000010881 \$25,000.00 TOTAL
10. ENVIRONMENTAL SERVICE (ADMINISTRATION) FROM BIRMINGHAM NEWS, BIRMINGHAM, AL, FOR LEGAL ADVERTISING. SAP PURCHASE ORDER# 2000010887 \$21,500.00 TOTAL
11. ENVIRONMENTAL SERVICE (ADMINISTRATION) FROM ALABAMA MESSENGER, BIRMINGHAM, AL, FOR LEGAL ADVERTISING. SAP PURCHASE ORDER# 2000010885 \$23,000.00 TOTAL
12. ENVIRONMENTAL SERVICE (ADMINISTRATION) FROM HUNTSVILLE TIMES, HUNTSVILLE, AL, FOR LEGAL ADVERTISING. SAP PURCHASE ORDER# 2000010888 \$25,000.00 TOTAL
13. PERSONNEL BOARD FROM TECHNICAL INNOVATIONS, BIRMINGHAM, AL, FOR SERVICE AND MAINTENANCE FOR AUDIO VISUAL SYSTEMS. SAP PURCHASE ORDER# 2000010879 \$30,501.65 TOTAL
REFERENCE BID# 59-07
14. COOPER GREEN MERCY HOSPITAL (CENTRAL SUPPLY) FROM SUPREME MEDICAL, MONTGOMERY, AL, FOR MISCELLANEOUS CENTRAL SUPPLY FOR THE PERIOD OF 10/1/07 9/30/08. SAP PURCHASE ORDER# 2000010865
\$7,795.30 TOTAL REFERENCE BID# 221-05
15. COOPER GREEN MERCY HOSPITAL (STORES) FROM MEDICAL PRODUCTS SUPPLY, BABYLON, NY, FOR INTROCAN CATHETERS FOR THE PERIOD OF 10/1/07 9/30/08. SAP PURCHASE ORDER# 2000010877 \$9,046.80
TOTAL
REFERENCE BID# 249-07
16. FLEET MANAGEMENT FROM PAUL POPE EQUIPMENT COMPANY, PELL CITY, AL, FOR TIRE BALANCER MACHINE.
SAP PURCHASE ORDER# 2000010840 \$7,390.00 TOTAL
17. PERSONNEL BOARD OF JEFFERSON COUNTY FROM PERCEPTIVE SOFTWARE, KANSAS CITY, MO, FOR ANNUAL MAINTENANCE FOR IMAGING NOW LICENSES FOR THE PERIOD OF 9/1/07 - 9/30/08.
SAP PURCHASE ORDER# 2000010902 \$7,019.10 TOTAL REFERENCE BID# 173-04
REFERENCE INVOICE# 21807
18. COOPER GREEN MERCY HOSPITAL (DATA PROCESSING) FROM PEROT SYSTEMS CORPORATION, PLANO, TX, FOR ANNUAL MAINTENANCE FOR WEB BASED CONTENT MANAGEMENT SYSTEM FOR THE PERIOD OF 10/1/07 9/30/08.

SAP PURCHASE ORDER# 2000010901 \$15,600.00 TOTAL

CONTRACT APPROVED BY THE COMMISSION ON 1/9/07 IN MINUTE BOOK 152 PAGE 505.

19. ROADS & TRANSPORTATION (TRAFFIC ENGINEERING) FROM VULCAN SIGNS, FOLEY, AL, TO PURCHASE VARIOUS TRAFFIC SIGN FACES. SAP PURCHASE ORDER# 2000010705 \$57,934.85 TOTAL
STATE OF ALABAMA CONTRACT# T-114
20. ENVIRONMENTAL SERVICES FROM NATIONAL CITY TECHNOLOGY FINANCE, CLEVELAND, OH, TO ADD FUNDS TO PURCHASE ORDER TO COVER INVOICE LEASE PAYMENT. SAP PURCHASE ORDER# 2000003010 \$594.72 TOTAL
21. ENVIRONMENTAL SERVICES FROM NATIONAL CITY TECHNOLOGY FINANCE, CLEVELAND OH, TO ADD FUNDS TO PURCHASE ORDER TO COVER INVOICE FOR LEASE PAYMENT. SAP PURCHASE ORDER# 2000001916 \$1,883.58 TOTAL
22. ENVIRONMENTAL SERVICES FROM NATIONAL CITY TECHNOLOGY FINANCE, CLEVELAND, OH, TO ADD FUNDS TO PURCHASE ORDER TO COVER INVOICE FOR LEASE PAYMENT. SAP PURCHASE ORDER# 2000003398 \$361.92 TOTAL
23. COOPER GREEN MERCY HOSPITAL (PHARMACY) FROM TECH DEPOT, TRUMBALL, CT, TO ADD FUNDS TO PURCHASE ORDER TO COVER INVOICE FOR PAYMENT. SAP PURCHASE ORDER# 9000001302 \$240.00 TOTAL REFERENCE BID# 222-06
24. COOPER GREEN MERCY HOSPITAL (DATA PROCESSING) FROM FORM FAST, BALLWIN, MO, TO ADD FUNDS TO PURCHASE ORDER TO COVER INVOICE. SAP PURCHASE ORDER# 2000007236 \$633.00 TOTAL
REFERENCE INVOICE# 14371
25. REVENUE FROM TATA CONSULTANCY SERVICES LTD, ISELIN, NJ, FOR TAX MANTRA SOFTWARE MAINTENANCE FOR THE PERIOD OF 10/1/07 12/31/07, INDIA BASED SILVER SUPPORT. SAP PURCHASE ORDER# 2000010766 \$62,500.00 TOTAL REFERENCE BID# 223-05 REFERENCE
INVOICE# USF1200820147
26. ROADS & TRANSPORTATION (TRAFFIC SIGNAL SHOP KETONA) FROM VULCAN SIGNS, FOLEY, AL, TO PURCHASE TRAFFIC ENGINEERING MATERIAL. SAP PURCHASE ORDER# 2000010866 \$9,356.55 TOTAL
STATE OF ALABAMA CONTRACT# T-114
27. COOPER GREEN MERCY HOSPITAL (DATA PROCESSING) FROM LSS DATA SYSTEMS, EDEN PRAIRE, MN, FOR LSS ANNUAL RENEWAL MAINTENANCE CONTRACT FOR THE MEDICAL AND PRACTICE MANAGEMENT APPLICATION SOFTWARE FOR THE PERIOD OF 10/01/07 9/30/08. SAP PURCHASE ORDER# 2000010890 \$12,000.00 TOTAL
CONTRACT APPROVED BY THE COMMISSION ON 5/2/05, IN MINUTE BOOK 148, PAGES 101 - 106.
28. ECONOMIC DEVELOPMENT (WORKFORCE) FROM LASALLE LEASING CORPORATION, ROSEMONT, IL, TO LEASE 2 SAVIN 3828 COPIERS. SAP PURCHASE ORDER# 2000007822 \$11,168.00 TOTAL REFERENCE
BID# 231-06
29. ENVIRONMENTAL SERVICE (ADMINISTRATION) FROM US BANCORP SERVICE, MARSHALL, MN, TO LEASE 2 SAVIN 3828 COPIERS. SAP PURCHASE ORDER# 2000010820 \$9,156.96 TOTAL REFERENCE BID#
251-05
30. GENERAL SERVICES FROM PROTEK CLEANING SERVICES, INC., BIRMINGHAM, AL, FOR CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO COVER THE COST OF JANITORIAL SERVICES FOR FAMILY COURT.
SAP PURCHASE ORDER# 2000001991 \$18,402.00 TOTAL REFERENCE BID# 341-06
CONTRACT APPROVED BY THE COMMISSION ON 10/10/06, IN MINUTE BOOK 152, PAGES 154 - 155.
31. GENERAL SERVICES FROM PROTEK CLEANING SERVICES, INC., BIRMINGHAM, AL, FOR CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO COVER THE COST OF JANITORIAL SERVICES FOR FIVE COUNTY BUILDINGS (CENTER POINT, TOM GLOOR BLDG, OSCS BLDG., SHERIFF'S FORESTDALE SUBSTATION, & SHERIFF'S CAHABA HEIGHTS SUBSTATION). SAP PURCHASE ORDER# 2000001988 \$16,440.81
TOTAL
REFERENCE BID# 210-04
CONTRACT APPROVED BY THE COMMISSION ON 8/3/04, IN MINUTE BOOK 145, PAGES 355 - 358.
32. COOPER GREEN MERCY HOSPITAL FROM HEALTHCARE PAYMENT SPECIALISTS, INC., ORANGE, CA, FOR CONTRACTOR TO REVIEW ALL AMOUNTS REIMBURSED BY THE HOSPITAL FOR MEDICARE TRANSITIONAL OUTPATIENT PAYMENTS (TOPS) FOR THE PERIOD OF 8/1/00 THROUGH 12/13/03 FOR THE PURPOSE OF

- IDENTIFYING AND DOCUMENTING ANY ADDITIONAL TOPS DUE TO THE HOSPITAL. SAP PURCHASE ORDER# 2000010883 \$35,755.00 TOTAL
- CONTRACT APPROVED BY THE COMMISSION ON 9/12/06, IN MINUTE BOOK 152, PAGES 8 - 9.
33. COOPER GREEN MERCY HOSPITAL (PHARMACY) FROM ADVANCED CARDIAC, BESSEMER, AL, FOR TPN PRODUCTION SERVICES. SAP PURCHASE ORDER# 9000001356 \$18,000.00 TOTAL REFERENCE BID# 262-06
34. INFORMATION TECHNOLOGY SERVICES FROM TIER, AUBURN, AL, FOR ANNUAL MAINTENANCE FOR RISK MANAGEMENT IVR/WEB SOFTWARE FOR THE PERIOD OF 10/1/07 9/30/08. SAP PURCHASE ORDER# 2000007628 \$22,533.00 TOTAL REFERENCE BID# 52-08 REFERENCE INVOICE# IVI16441
35. JAIL BIRMINGHAM FROM MICHAEL CHANDLER, M.D., BIRMINGHAM, AL, TO ADD FUNDS TO EXISTING PURCHASE ORDER TO MONITOR INMATES HEALTH CARE PROGRAM. SAP PURCHASE ORDER# 2000001735 \$30,000.00 TOTAL CONTRACT APPROVED BY COMMISSION ON 4/10/07, IN MINUTE BOOK 153, PAGES 319 -321.
36. SHERIFF'S DEPARTMENT (BIRMINGHAM) FROM CHARLIE D. WALDREP, BIRMINGHAM, AL, TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PROVIDE LEGAL SERVICE TO THE SHERIFF DEPARTMENT. SAP PURCHASE ORDER# 2000010837 \$100,000.00 TOTAL CONTRACT APPROVED BY THE COMMISSION ON 11/27/07.
37. JEFFERSON COUNTY HEALTH & REHAB CENTER FROM DIRECT SUPPLY HEALTHCARE, MILWAUKEE, WI, FOR THERMAL DIETARY SUPPLIES. SAP PURCHASE ORDER# 2000010956 \$5,933.85 TOTAL
38. COOPER GREEN MERCY HOSPITAL FROM BIRMINGHAM RADIOLOGICAL GROUP, BIRMINGHAM, AL, FOR MRI SERVICES FOR PAYMENT OF PAST DUE INVOICES. SAP PURCHASE ORDER# 2000002302 \$12,000.00 TOTAL
39. COOPER GREEN MERCY HOSPITAL (LAB) FROM GENZYME GENETICS, PITTSBURGH, PA, FOR IMMUNO-HISTOCHEMISTRY TESTING FOR THE PERIOD OF 10/1/07 9/30/08. SAP PURCHASE ORDER# 2000010944 \$24,000.00 TOTAL REFERENCE BID# 273-07
40. COOPER GREEN MERCY HOSPITAL (STORES) FROM SOURCEONE HEALTHCARE, PELHAM, AL, FOR FUGI FILM FOR THE PERIOD OF 10/1/07 - 9/30/08. SAP PURCHASE ORDER# 2000009431 \$126,000.00 TOTAL
41. HUMAN RESOURCES FROM BILL SIMS COMPANY, COLUMBIA, SC, FOR COUNTY HEALTH INCENTIVE PROGRAM (CHIP) PACKAGE TO ENCOURAGE AND PROMOTE THE HEALTH AND WELFARE OF OUR COUNTY EMPLOYEES. SAP PURCHASE ORDER# 2000010976 \$40,500.00 TOTAL REFERENCE BID# 136-04 CONTRACT APPROVED BY THE COMMISSION ON 7/24/04 IN MINUTE BOOK 145, PAGES 268-269.
42. ENVIRONMENTAL SERVICES VILLAGE CREEK WWTP FROM POLYDYNE, INC., ATLANTA, GA, FOR DRY BEADED POLYMER. SAP PURCHASE ORDER# 2000011027 \$9,300.00 TOTAL REFERENCE BID# 13-08
43. ENVIRONMENTAL SERVICES FROM JIM HOUSE & ASSOCIATES, BIRMINGHAM, AL, FOR CONTRACT AWARDED FOR UV BALLASTS. SAP PURCHASE ORDER# 2000010879 \$17,510.00 TOTAL REFERENCE BID# 57-08

Motion was made by Commissioner Bowman seconded by Commissioner Humphryes that the Purchasing Minutes be approved.

Voting "Aye" Bowman, Humphryes and Carns.

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
12/18/2007

| Profit Cnt | Vendor Name | Text | Business Area | Doc No. | Amount |
|------------|--------------------------------|-----------------------------------|--------------------------------|------------|--------|
| District 2 | 1000193 JEFFERSON CO TREASURER | PETTY CASH-INFORMATION TECHNOLOGY | INFO TECHNOLOGY | 1900005274 | 0.25 |
| District 2 | 1000193 JEFFERSON CO TREASURER | PETTY CASH-INFORMATION TECHNOLOGY | INFO TECH: GEOGRAPHIC INFO SYS | 1900005275 | 116.97 |
| District 2 | 1000193 JEFFERSON CO TREASURER | PETTY CASH-INFORMATION TECHNOLOGY | INFO TECH: GEOGRAPHIC INFO SYS | 1900006840 | 32.40 |
| District 2 | 1000193 JEFFERSON CO TREASURER | PETTY CASH-INFORMATION TECHNOLOGY | INFO TECH: ARCHITECTURAL GROUP | 1900006998 | 2.44 |
| District 2 | 1000193 JEFFERSON CO TREASURER | PETTY CASH-INFORMATION TECHNOLOGY | INFO TECH: ARCHITECTURAL GROUP | 1900006999 | 15.39 |

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|----------------------|---------|----------------------------|--|-----------------------------------|------------|------------|
| District 2 | 1000193 | JEFFERSON CO TREASURER | (PETTY CASH-INFORMATION TECHNOLOGY | INFO TECH: NETWORK SUPPORT 214.00 | 1900007000 | |
| District 2 | 1000193 | JEFFERSON CO TREASURER | PETTY CASH-INFORMATION TECHNOLOGY | TECH: NETWORK SUPPORT | 20.45 | 1900007001 |
| District 2 | 1019197 | MAURICE W MYERS | Membership dues to AITP | INFO TECH: ARCHITECTURAL GROUP | 133.00 | 1900005250 |
| District 3 | 1000193 | JEFFERSON CO TREASURER | PETTY CASH-SWMA | STORM WATER MGT AUTHORITY INC | 5.99 | 1900006756 |
| District 3 | 1000193 | JEFFERSON CO TREASURER | PETTY CASH-ROADS & TRANSPORTATION | R&T: HIGHWAY ENG & CONSTRUCTI01 | 64.72 | 1900006809 |
| District 3 | 1000193 | JEFFERSON CO TREASURER | PETTY CASH-ROADS & TRANSPORTATION | R&T: BRIDGE MAINT/CONSTR | 79.11 | 1900006812 |
| District 3 | 1000193 | JEFFERSON CO TREASURER | PETTY CASH-SWMA | STORM WATER MGT AUTHORITY INC | 27.99 | 1900006850 |
| District 3 | 1000193 | JEFFERSON CO TREASURER | PETTY CASH-SWMA | STORM WATER MGT AUTHORITY INC | 33.96 | 1900006854 |
| District 3 | 1000193 | JEFFERSON CO TREASURER | PETTY CASH-EMA | EMERGENCY MANAGEMENT AGENCY | 191.88 | 1900006857 |
| District 3 | 1000193 | JEFFERSON CO TREASURER | PETTY CASH-FLEET MANAGEMENT | FLEET MGMT: ADMINISTRATION | 214.57 | 1900007006 |
| District 3 | 1000550 | DANIEL VOKETZ | 11/07 SmartCode travel reimbursement-Dan Voketz | LAND DEVELOPMENT | 71.18 | 1900006665 |
| District 3 | 1003828 | AAEM | AAEM Membership Dues for EMA Staff 9 Delegates | EMERGENCY MANAGEMENT AGENCY | 450.00 | 1900006806 |
| District 3 | 1006020 | THE BIRMINGHAM NEWS | Renew Newspaper Subscription for EMA | EMERGENCY MANAGEMENT AGENCY | 148.80 | 1900006991 |
| District 4 | 1000120 | BRASFIELD & GORRIE INC | Reimbursable expenses | GEN SVCS: ADMINISTRATION | 2,422.59 | 1900006811 |
| District 4 | 1000193 | JEFFERSON CO TREASURER | PETTY CASH-YOUTH DETENTION | YOUTH DETENTION: SUPPORT SVCS | 149.04 | 1900006654 |
| District 4 | 1000193 | JEFFERSON CO TREASURER | PETTY CASH-CORONER/MEDICAL EXAMINER | CORONER/MEDICAL EXAMINER | 41.44 | 1900006787 |
| District 4 | 1000193 | JEFFERSON CO TREASURER | PETTY CASH-CORONER/MEDICAL EXAMINER | CORONER/MEDICAL EXAMINER | 49.95 | 1900006788 |
| District 4 | 1000193 | JEFFERSON CO TREASURER | PETTY CASH-GENERAL SERVICES | GEN SVCS: ADMINISTRATION | 203.54 | 1900006792 |
| District 4 | 1000193 | JEFFERSON CO TREASURER | PETTY CASH-OSCS | SENIOR CITIZEN SERVICES | 61.76 | 1900006843 |
| District 4 | 1000193 | JEFFERSON CO TREASURER | PETTY CASH-REVENUE | REVENUE | 306.60 | 1190000699 |
| District 4 | 1000193 | JEFFERSON CO TREASURER | PETTY CASH-REVENUE | REVENUE | 19.22 | 1900006993 |
| District 4 | 1000407 | NATL ASSOC OF MEDICAL | 2008 Dues Brissie, Davis, Simmons | CORONER/MEDICAL EXAMINER | 900.00 | 1900006789 |
| District 4 | 1001074 | BIRMINGHAM-JEFFCO TRANSIT | VOLUNTARY AIR QUALITY | FINANCE ADMINISTRATION | 66,164.25 | 1900006739 |
| District 4 | 1001323 | AUNTIE LITTER & U S INC | VOLUNTARY AIR QUALITY | FINANCE ADMINISTRATION | 3,383.06 | 1900006741 |
| District 4 | 1001840 | GRESHAM SMITH & PARTNERS | VOLUNTARY AIR QUALITY | FINANCE ADMINISTRATION | 2,091.01 | 1900006743 |
| District 4 | 1002835 | TMP MEDICAL LISTINGS C/O | Subscription Renewal ARMS physician board | CGH: ADMINISTRATION | 1,095.00 | 1900006335 |
| District 4 | 1018993 | WRATT FOUNDATION | VOLUNTARY AIR QUALITY | FINANCE ADMINISTRATION | 2,004.05 | 1900006740 |
| District 4 | 1018994 | POLICY EXCHANGE FOUNDATION | 141107 | FINANCE ADMINISTRATION | 2,281.98 | 1900006742 |
| District 5 | 1000193 | JEFFERSON CO TREASURER | PETTY CASH-ENVIRONMENTAL SERVICES | ES: PACKAGE WWTP & PUMP STATION | 299.63 | 1900006771 |
| District 5 | 1000193 | JEFFERSON CO TREASURER | PETTY CASH-ENVIRONMENTAL SERVICES | ES: SANITATION ADMINISTRATION | 42.46 | 1900006791 |
| District 5 | 1000193 | JEFFERSON CO TREASURER | PETTY CASH-ENVIRONMENTAL SERVICES | DIES: TURKEY CREEK WWTP | 13.61 | 1900006805 |
| District 5 | 1000193 | JEFFERSON CO TREASURER | IPETTY CASH-COMMISSIONER | CARNS COMMISSIONER, DISTRICT 5 | 83.92 | 1900006807 |
| District 5 | 1000193 | JEFFERSON CO TREASURER | PETTY CASH-ENVIRONMENTAL SERVICES | FINANCE SEWER SERVICES | 158.76 | 1900006821 |
| District 5 | 1000193 | JEFFERSON CO TREASURER | PETTY CASH-ENVIRONMENTAL SERVICES | ES: LEEDS WWTP | 24.30 | 1900006849 |
| District 5 | 1000193 | JEFFERSON CO TREASURER | PETTY CASH-ECONOMIC DEVELOPMENT | ECON DEV WORKFORCE INVESTMENT | 36.80 | 1900006868 |
| District 5 | 1000193 | JEFFERSON CO TREASURER | PETTY CASH-ECONOMIC DEVELOPMENT | ECON DEV WORKFORCE INVESTMENT | 34.43 | 1900006872 |
| District 5 | 1000193 | JEFFERSON CO TREASURER | PETTY CASH-ENVIRONMENTAL SERVICES | DES: BIOSOLIDS HANDLING | 29.75 | 1900006882 |
| District 5 | 1000193 | JEFFERSON CO TREASURER | !PETTY CASH-ENVIRONMENTAL SERVICES | ES: PACKAGE WWTP & PUMP STATION | 84.96 | 1900006997 |
| District 5 | 1000193 | JEFFERSON CO TREASURER | (PETTY CASH-ENVIRONMENTAL SERVICES | ES: TURKEY CREEK WWTP | 25.12 | 1900007005 |
| District 5 | 1000194 | GENERAL RETIREMENT SYSTEM | For Olin E. Shores, Jr. Military Conversion from | ES: SANITATION ADMINISTRATION | 7,028.74 | 1900006765 |
| District 5 | 1001739 | STANDARD & POOR'S | 2002-C-2 Analytical Services 10/01/07-09/30/08-ext | ES: SANITATION ADMINISTRATION | 2,500.00 | 1900007174 |
| District 5 | 1002197 | THE BANK OF NEW YORK | Admin fee - 2002-ABC Nov 01, 2006-Oct 31, 2007 | ES: SANITATION ADMINISTRATION | 164,000.00 | 1900007176 |
| District 5 | 1006020 | THE BIRMINGHAM NEWS | 2008 Birmingham News Subscription | BD OF REGISTRARS | 70.40 | 1900006769 |
| District 5 | 1018821 | KUTAK ROCK LLP | Services/extension of standby warrant purch agree | ES: SANITATION ADMINISTRATION | 3,500.00 | 1900007175 |
| Joint Responsibility | 1000399 | INATL NEWS DISTRIBUTOR | SUBSCRIPTION RENEWAL 12/17/07 - 06/13/08 | TREASURER | 125.00 | 1900007008 |
| Joint Responsibility | 1000736 | CLERK U S DISTRICT COURT | US District Court Readmission Fee-T. A. Lawson | COUNTY ATTORNEY | 50.00 | 1900007062 |
| Joint Responsibility | 1000832 | DONALD R MCALLISTER | Local Mileage - Don McAllister 12/10/07 | BD OF EQUAL - BHAM STATE | 120.29 | 1900007011 |
| Joint Responsibility | 1001989 | JEFF COUNTY TAX COLLECTOR | Storm water fees-77 properties @ \$15.00 | NON-DEPT EXPENDITURES | 1,155.00 | 1900006790 |
| Joint Responsibility | 1002207 | LEXISNEXIS MATTHEW BENDER | Michies AL Code 07 Supps & 07 Index | BD OF EQUAL - BHAM STATE | 151.55 | 1900006810 |
| Joint Responsibility | 1004617 | BHAM BUSINESS JOURNAL | SUBSCRIPTION RENEWAL 1 YR ACCT#552173 | TREASURER | 87.20 | 1900007007 |
| Joint Responsibility | 2000132 | IIAAO | IAAO Membership Dues - Chairman of Board | BD OF EQUAL - BHAM CHAIRMAN | 175.00 | 1900007009 |

1900007009

Motion was made by Commissioner Bowman seconded by Commissioner Humphryes that the Unusual Demands be approved. Voting "Aye" Bowman, Humphryes and Carns.

REQUEST FOR CERTIFICATION

Probate Court

Court Clerk

Human Resources

Personnel Division Manager - regular and provisional

Tax Assessor - Birmingham

Administrative Assistant I

General Services - Administration

Laborer I - 5 positions

Environmental Services - Survey Engineering/Construction

Chief of Party - 2 positions

Environmental Services - Inspection Engineering & Construction

Engineering Inspector - 2 positions

Environmental Services - BioSolids Handling

Construction Equipment Operator

Environmental Services - Barton Labs

Water Pollution Control Technician

Jefferson Rehabilitation & Health Center - Nursing Service - Nursing Facility

Staff Registered Nurse - 4 positions

Cooper Green Mercy Hospital - Managed Care

Administrator - Outpatient Care

Motion was made by Commissioner Humphryes seconded by Commissioner Bowman, that the Request for Certification be approved. Voting "Aye" Humphryes, Bowman and Carns.

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION

1. Environmental Services \$0

Delete a Heavy Equipment Operator (Gr. 15) and add a Construction Equipment Operator (Gr. 17) due to being reclassified by the Personnel Board. Annual cost \$3,426. No Additional Funds Required.

2. Cooper Green Mercy Hospital \$321,751

Rollover the Tobacco Tax settlement unencumbered funds from FY07 to FY08 to purchase a MRI. No Additional Funds Required.

3. Cooper Green Mercy Hospital \$205,000

Rollover unencumbered funds from FY07 to FY08 to purchase equipment to detect and treat tobacco related illnesses. No Additional Funds Required.

4. Jefferson Rehabilitation & Health Center \$0

Delete two Charge Nurse (Gr. 23) positions and add four part-time Staff Nurses (Gr. 21). Annual savings \$9,180.70. No Additional Funds Required.

5. Tax Assessor - Birmingham \$12,400

Rollover unencumbered funds from FY07 to FY08 to purchase a copier. No Additional Funds Required.

6. Probate Court \$0

Delete a Micro-Photographer (Gr. 13) position and add a Court Clerk (Gr. 13). No Additional Funds Required.

7. Human Resources \$0

Delete a Risk Management Coordinator (Gr. 25) and add a Personnel Division Manager (Gr. 34). Annual difference \$38,380.68. No Additional Funds Required.

Motion was made by Commissioner Humphryes seconded by Commissioner Bowman that the Budget Amendments be approved. Voting "Aye" Humphryes, Bowman and Carns.

COOPER GREEN MERCY HOSPITAL GOVERNING BODY

Dec-18-2007-1608

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following renewal agreement between Jefferson County, Alabama and Transformance Technology to provide remote dictation equipment and medical transcription services to the Medical Records Department beginning September 18, 2007 and ending September 17, 2008 in the amount of \$64,000, subject to Personnel Board approval.

MEDICAL TRANSCRIPTION RENEWAL AGREEMENT

This Medical Transcription Renewal Agreement between the Jefferson County Commission through Cooper Green Mercy Hospital and Transformance Technology, renews the term of the Medical Transcription Agreement dated August 19, 2005, and approved by the Jefferson County Commission on 9-13-05, MB 149, Page(s) 184-185, for an additional 12 months from September 18, 2007 through September 17, 2008, at the same rate of compensation as agreed upon in the original Agreement.

IN WITNESS WHEREOF, the Parties have executed this agreement the 19th day of October, 2007.

JEFFERSON COUNTY COMMISSION

Bettye Fine Collins, President

CONTRACTOR

Transformance Technology, LLC

APPROVED _____ DENIED _____ BY THE JEFFERSON COUNTY PERSONNEL BOARD DATE _____

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

Dec-18-2007-1609

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Medstandard, Inc. to provide Medicaid eligibility and verification services for Cooper Green Mercy Hospital beginning January 7, 2008 and ending January 6, 2009 in the amount of \$225,000.

AGREEMENT

This Agreement is entered into this day of by and between Jefferson County Commission on behalf of Cooper Green Mercy Hospital, 1515 6th Avenue South, Birmingham, Alabama 35233, hereinafter referred to as HOSPITAL, and Medstandard, Inc., 1011 Highway 6 South, Suite 307, Houston, Texas 77077, hereinafter referred to as MEDSTANDARD.

The purpose of this Agreement is to state the terms and conditions under which MEDSTANDARD will provide services to those patients of HOSPITAL referred to MEDSTANDARD for assistance in obtaining financial aid from public and/or private sources to pay for charges incurred for HOSPITAL's health care services to such patients.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. MEDSTANDARD RESPONSIBILITIES

1.1 Services. For the benefit of HOSPITAL patients, MEDSTANDARD agrees to render the following services:

1.1.1 Accept patients referred by HOSPITAL for MEDSTANDARD's assistance in obtaining financial aid.

1.1.2 Explain to referred patients and/or other responsible parties the Medicaid certification process and eligibility requirements.

1.1.3 Obtain all reasonably necessary data and information in connection with applying to financial aid sources to include Medicaid and SSI for referred patients.

1.1.4 Assist the patients and/or other responsible parties in the completion of application forms for the appropriate financial aid source agency(ies).

1.1.5 Contact third party resource programs reasonably available to obtain financial aid to pay charges incurred by the referred patient for HOSPITAL health care services.

1.1.6 Maintain adequate records for all referred patients assisted by MEDSTANDARD.

1.1.7 Provide thorough notes regarding the process of cases through HOSPITAL's information system, as access is provided.

1.1.8 Notify all pertinent HOSPITAL departments of approvals, denials and eligibility status of referred patients.

1.1.9 Provide any other assistance reasonably necessary for referred patients to obtain third party financial aid such as assisting in the facilitation of the retrieval of any required documentation, contact with the patient for followup, transportation and home visits.

II. HOSPITAL RESPONSIBILITIES

2.1 Referrals. HOSPITAL shall refer to MEDSTANDARD all inpatients and any other patients HOSPITAL reasonably believes can be assisted by MEDSTANDARD. HOSPITAL in no way represents or guarantees that any such patients shall choose to consult and cooperate with MEDSTANDARD, or that such patients ultimately are or will be eligible for any type of third party financial aid. Whether a referred patient ultimately utilizes MEDSTANDARD's services or seeks eligibility for financial aid is in the sole discretion of

the patient.

2.2 Documentation. HOSPITAL, upon presentation of referred patients' appropriate releases and authorizations as may be required by law, agrees to furnish to MEDSTANDARD all information, records, and documentation so authorized. All information, records, or documentation furnished to MEDSTANDARD shall remain the property of HOSPITAL and shall be returned to HOSPITAL immediately upon request. MEDSTANDARD shall comply with all applicable federal, state, or local regulations regarding record keeping or reporting requirements. All such documents shall be open to inspection by any and all government agencies as may be authorized or required by law.

2.3 Office Space and Facilities. HOSPITAL shall make available to MEDSTANDARD office space and facilities as are reasonably necessary for MEDSTANDARD to render its services to patients referred by HOSPITAL. Such facilities include desks, chairs, computers, phones and access to fax and copy machines.

2.4 Records and Information. All information, records, or any documentation furnished to MEDSTANDARD by HOSPITAL shall remain the property of HOSPITAL, and shall be returned to HOSPITAL immediately upon request. Both parties to this Agreement shall comply with such confidentiality requirements as are imposed by applicable law.

III. COMPENSATION

3.1 Terms. In consideration for the services performed by MEDSTANDARD for HOSPITAL patients, HOSPITAL shall pay MEDSTANDARD an amount equal to ten percent (10%) of all funds reimbursed to HOSPITAL from third party programs for patients who have been referred to MEDSTANDARD by HOSPITAL.

3.1.2 In no event shall MEDSTANDARD charge HOSPITAL compensation hereunder for any patients referred by HOSPITAL who are in possession of third party coverage at the time of referral by HOSPITAL to MEDSTANDARD.

3.2 Invoices. HOSPITAL shall provide MEDSTANDARD with sufficient documentation evidencing payments by third parties for HOSPITAL's health care services to such patients referred to MEDSTANDARD by HOSPITAL.

3.3 Invoice Payment. MEDSTANDARD will send invoices monthly to HOSPITAL itemizing amounts due to MEDSTANDARD pursuant to Section III hereof, and HOSPITAL shall make payment within (30) thirty days of HOSPITAL's receipt of such monthly invoices.

IV. MUTUAL AGREEMENTS

4.1 Hiring Restriction. HOSPITAL and MEDSTANDARD both agree that they will not, during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, solicit or in any manner attempt to hire away, employ, or contract with employees who are employed during the term of this Agreement by the other party to this Agreement. HOSPITAL and MEDSTANDARD agree herewith that the restrictions contained in this paragraph are reasonable and necessary for the protection of business and such restrictions are supported by good and valuable consideration and are based on the mutual obligations of the parties hereunder.

4.2 Indemnification. MEDSTANDARD agrees to hold HOSPITAL, their officers, employees, and agents harmless from and indemnify each of them against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities for personal injury, death, or property damage resulting from the acts or omissions of MEDSTANDARD or acts or omissions of others under MEDSTANDARD's supervision or control. HOSPITAL agrees to hold MEDSTANDARD, its officers, employees, and agents harmless from and indemnify each of them against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities for personal injury, death, or property damage resulting from the acts or omissions of HOSPITAL or acts or omissions of others under HOSPITAL's supervision or control.

4.3 Force Majeure. Neither HOSPITAL nor MEDSTANDARD shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, and any other causes not reasonably within the control of HOSPITAL or MEDSTANDARD and which by the exercise of due diligence HOSPITAL or MEDSTANDARD is unable, in whole or in part, to prevent or overcome.

4.4 Entire Agreement. This Agreement constitutes the entire Agreement between HOSPITAL and MEDSTANDARD. No agreements, amendments, modifications, implied or otherwise, shall be binding on any of the parties unless set forth in writing and executed on behalf of both parties hereto.

4.5 Amendment. This Agreement may be amended when set forth in writing and executed on behalf of both parties hereto.

4.6 Severability. If one or more of the provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement, to include the application of the remaining provisions, shall remain valid and in full force and effect.

4.7 Nondiscrimination. HOSPITAL and MEDSTANDARD agree that in the performance of this Agreement, there will be no discrimination against any person or persons on account of race, color, sex, religion, age, disability, national origin, or veteran status and that both parties agree to comply with all applicable requirements of the Civil Rights Act of 1964, as amended, Executive Order 11246,

the Vietnam Era Veterans Readjustment Act of 1974, the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and all other federal rules and regulations, state laws, and executive orders as applicable.

4.8 Notice. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail.

4.9 Term of Agreement. The term of this Agreement shall commence on January 7, 2008 and be effective through January 6, 2009, thereafter this Agreement shall renew for two (2) additional one (1) year terms based upon written mutual consent of the parties evidenced by an Addendum to this Agreement which shall be entered into prior to the end of any such one (1) year term. Notwithstanding any language contained in the foregoing to the contrary, either party hereto may terminate this Agreement for any reason at any time by giving the other party thirty (30) days written notice of such intent to terminate.

4.9.1 Upon any such termination of this Agreement, MEDSTANDARD will be required to continue to work all referrals made to MEDSTANDARD previous to any such termination that are in "third party medical resource pending" process, and MEDSTANDARD will be compensated for its efforts pursuant to the language of ARTICLE III above.

4.10 Waiver. The waiver by either party of a breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of this Agreement.

4.11 Compliance. HOSPITAL and MEDSTANDARD shall at all times comply with all applicable ordinances, laws, rules, and regulations of local, state, and federal governments, or any political subdivision or agency, authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to either party.

4.12 Headings. Headings have been included in this Agreement for convenience only and shall not affect the interpretation of any terms found herein.

4.13 Independent Contractor. MEDSTANDARD is an independent contractor and nothing herein contained shall constitute or designate MEDSTANDARD or any of its employees or agents as agents and employees of HOSPITAL.

4.14 Governing Law. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama.

4.14 Non-binding Arbitration. The parties hereto agree to use arbitration as a forum to resolve any disputes involving the terms and conditions of this Agreement and any issues in connection with same, but neither party is bound to comply with any decision by the arbitrator.

This Agreement is executed on behalf of the parties hereto by:

| | |
|-------------------------|-----------------------------|
| Medstandard, Inc. | Jefferson County Commission |
| Howard J. Zorn, Jr. | Bettye Fine Collins |
| Chief Executive Officer | President |

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

Dec-18-2007-1610

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Joe Fuller to serve on the Jefferson County Board of Zoning Adjustment, beginning January 1, 2008 and ending December 31, 2010, be and hereby is approved.

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

Dec-18-2007-1611

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Board of Registrars to relocate the polling location of Hunter Street Baptist Church (Precinct 4601 located at 2600 Highway 150) to their new Student Building which is located on the same property. This change was requested by the Church and will be more convenient for the voters.

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

Dec-18-2007-1612

Whereas, Jefferson County, through its Office of Community Development, will undertake various projects as part of its ongoing Community Development Block Grant programs; and

Whereas, the Jefferson County Office of Community Development will complete the Federally mandated Environmental Review for each project as required by applicable laws and regulations; and

Whereas, only when no significant environmental impact, other than beneficial, is determined or anticipated to result from a project as a result of the Environmental Review, the Office of Community Development will submit a "Finding of No Significant Impact" to the President of the Jefferson County Commission for execution.

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President Bettye Fine Collins is authorized and hereby directed to execute the Finding of No Significant Impact for the Brighton Senior Center Walking Track Project (CD05-03F-A08M2-BWT).

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

Dec-18-2007-1613

Whereas, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed pursuant to making application to the U.S. Department of Housing and Urban Development for Community Development Block Grant funds; and

Whereas, the Jefferson County Office of Community Development will complete the Federally mandated Environmental Review for each project as required by applicable laws and regulations; and

Whereas, only when the required and appropriate environmental review techniques processes have been completed will the Office of Community Development submit a Request for Release of Funds to the President of the Jefferson County Commission for execution; and

Whereas, the Chief Executive Officer of the jurisdiction submitting application for said funding is authorized to assume the status of a responsible federal official insofar as the provisions of the National Environmental Protection Act of 1969 apply to the HUD responsibilities for environmental review, decision-making and action assumed and carried out by the applicant.

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President Bettye Fine Collins is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for the Brighton Senior Citizens Center Walking Track Project (CD05-03-FA08M2-BWT) from the Community Development Block Grant Program.

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

Dec-18-2007-1614

BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins, be and she hereby is authorized, empowered and directed to execute Change Order Number One (1) to the Construction Agreement for the Clay Senior Center Expansion Project (CD05-03A-A05M4-CSC), dated May 10, 2007, between Jefferson County, Alabama and Wilco Construction Company, Inc.

The purpose of Change Order Number One (1) is to increase the construction time an additional twenty one (21) calendar days. The new completion date will be December 21, 2007. There are no additional funds required. This project is from the Program Year

2005.

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

Dec-18-2007-1615

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins, be and she hereby is authorized, empowered and directed to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama and Civil Engineering Associates, Inc. for engineering services associated with the EPA Special Appropriations Drinking Water Grant dated January 24, 2006. The purpose of Amendment No. 1 is to extend the contract period to September 30, 2008 and to increase the scope of work to include observation, inspection and EPA Reporting. No additional funds are required

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

Dec-18-2007-1616

BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins, is authorized to execute an Agreement between Jefferson County, Alabama and Goodwyn Mills & Cawood to perform architectural services in connection with the Lipscomb Fire Station. The fee for these services will be Nineteen Thousand Eight Hundred and 00/100 Dollars (\$19,800.00)

CONTRACT NO

(Exhibits on file in the Office of Community Development)

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this day of , by and between Jefferson County, Alabama, hereinafter called "the County" and GOODWYN MILLS and CAWOOD, INC., hereinafter called "the Architect". The effective date of this agreement shall be

WHEREAS, the County desires to contract for professional services for design of IMPROVEMENTS TO THE EXISTING LIPSCOMB FIRE STATION BUILDING funded in conjunction with Jefferson County's Community Development Block Grant program, hereinafter called CDBG; and

WHEREAS, the Architect desires to furnish said professional architectural and engineering design services to the County.

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

1. ENGAGEMENT OF ARCHITECT: The County hereto agrees to engage the Architect and the Architect hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES FOR THE AGREEMENT IS PRESENTED BELOW: THE Architect shall perform all necessary professional architectural services provided under this Contract as required by the County. The Architect shall do, perform, and carry out in a satisfactory and proper professional manner the following:
 1. Documentation of existing building in CAD to serve as basis for developing scope of renovation work (Exhibit A).
 2. Preparation of Construction Documents and Specifications (Services A, B, C),
 3. Bidding and Negotiation Administration (Services D),
 4. Construction Administration (Services E), and
 5. Construction Inspections (Construction Materials Testing (CMT) during construction.

This Contract results from Jefferson County's negotiations with the selected architectural firm.

Architectural firms are exempt from Competitive Bidding requirements as written in the Alabama Competitive Bid Law, Section 41-16-51, Sub-Section (a)(3), adopted and referenced in the County's Procurement Department Procedures.

3. COMPENSATION: The Contractor shall be compensated for services rendered based on negotiations from the Alabama Building Commission Architectural Fee Scale. See Exhibit A for a detailed schedule of the Architect's scope of work and associated fees.

4. INDEPENDENT CONTRACTOR: The Architect acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Architect 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.

5. 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.

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

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 Architect of any liability to the County for damages sustained by virtue of a breach by the Architect.

8. LIABILITY: The Architect 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 Architect 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 Architect, its agents, subcontractors or employees under this Contract.

9. 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.

10. INSURANCE: Architect will maintain such insurance as will protect him or her 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 less than seven (7) days after purchase order date Architect must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

11. COUNTY FUNDS PAID: Architect and the Architects 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 Architect 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.

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

13. PRELIMINARY PROJECT SCHEDULE: See attached preliminary project schedule for the proposed first fire station project (Exhibit B).

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

ARCHITECT

Christopher S. Engel, AIA

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President - Jefferson County Commission

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

Dec-18-2007-1617

BE IT RESOLVED by the Jefferson County Commission that the President, Betty Fine Collins, is authorized to execute an Agreement between Jefferson County, Alabama and Goodwyn Mills & Cawood to perform architectural services in connection with the Brighton Fire Station. The fee for these services will be Forty Six Thousand Eight Hundred Forty Six and 28/100 Dollars (\$46,846.28).

CONTRACT NO

(Exhibits on file in the Office of Community Development)

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this _____ day of _____, by and between Jefferson County, Alabama, hereinafter called "the County" and GOODWYN MILLS and CAWOOD, INC., hereinafter called "the Architect". The effective date of this agreement shall be _____.

WHEREAS, the County desires to contract for professional services for design of A NEW FIRE STATION FOR BRIGHTON, WITH THE COUNTY'S OPTION TO USE THE DESIGN AS A PROTOTYPE ON OTHER SITES funded in conjunction with Jefferson County's Community Development Block Grant program, hereinafter called CDBG; and

WHEREAS, the Architect desires to furnish said professional architectural and engineering design services to the County.

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

1. **ENGAGEMENT OF ARCHITECT:** The County hereto agrees to engage the Architect and the Architect hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES FOR THE AGREEMENT IS PRESENTED BELOW:** THE Architect shall perform all necessary professional architectural services provided under this Contract as required by the County. The Architect shall do, perform, and carry out in a satisfactory and proper professional manner the following:
 1. Site Evaluation, services to be performed Hourly (Exhibit C). We have furnished allowances for site evaluation services based on a typical %2 acre site (Exhibit A).
 2. Design and modification to the existing design based on new site location, (Substantial Re use as illustrated in Exhibit A)
 3. Preparation of Construction Documents and Specifications (Services A, B, C), as defined by the Alabama Building Commission.
 4. Bidding and Negotiation Administration (Services D), as defined by the Alabama Building Commission.
 5. Construction Administration (Services E), as defined by the Alabama Building Commission; and
 6. Construction Inspections, including (Construction Materials Testing (CMT) during Construction).

This Contract results from Jefferson County's negotiations with the selected architectural firm.

Architectural firms are exempt from Competitive Bidding requirements as written in the Alabama Competitive Bid Law, Section 41-51, Sub-Section (a)(3), adopted and referenced in the County's Procurement Department Procedures.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Architect shall be available to render professional services to the County for additional fire stations based on the county's model for fire stations for a three (3) year period. The completion date of all services under this Contract is October 2010.
4. **COMPENSATION:** The Contractor shall be compensated for services rendered based on negotiations from the Alabama Building Commission Architectural Fee Scale. See Exhibit A for a detailed schedule of the Architect's scope of work and associated fees.
5. **INDEPENDENT CONTRACTOR:** The Architect acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Architect is obligated for Workmen's Compensation, FICA Taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the Co., ity will not be obligated for same under this contract.
6. **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.
7. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Architect shall furnish the Jefferson County Finance Department with 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 Architect of any liability to the County for damages sustained by virtue of a breach by the Architect.
9. **LIABILITY:** The Architect 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 Architect 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 Architect, 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:** Architect will maintain such insurance as will protect him or her 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 less than seven (7) days after purchase order date Architect must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

12. COUNTY FUNDS PAID: Architect and the Architects 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 Architect 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 Architect shall immediately refund to the County all amounts paid by the county pursuant to this Agreement.

14. PRELIMINARY PROJECT SCHEDULE: See attached preliminary project schedule for the proposed first fire station project (Exhibit B).

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

ARCHITECT

Christopher S. Engel, AIA

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President - Jefferson County Commission

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

Dec-18-2007-1618

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins is hereby authorized, empowered and directed to execute this Cooperation Agreement between Jefferson County, Alabama and the City of Adamsville for the Adamsville Senior Citizens' Center Project (CD07-03A-ADSC). There is \$400,000 in federal CDBG funds allocated to this project. This project is from the 2007 program year.

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

Dec-18-2007-1619

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins is hereby authorized, empowered and directed to execute this Cooperation Agreement between Jefferson County, Alabama and the City of Fairfield for the Fairfield Community Center Expansion Project (CD07-03-FFCC). There is \$210,000 in federal CDBG funds allocated to this project. This project is from the 2007 program year.

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

Dec-18-2007-1620

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins is hereby

authorized, empowered and directed to execute this Cooperation Agreement between Jefferson County, Alabama and the City of Midfield for the Midfield Library Expansion Project (CD07-03-MIDL). There is \$210,000 in federal CDBG funds allocated to this project. This project is from the 2007 program year.

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

Dec-18-2007-1621

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins is hereby authorized, empowered and directed to execute this Cooperation Agreement between Jefferson County, Alabama and the City of Trussville for the Trussville Senior Citizens' Center Project (CD07-03A-TRSC). There is \$210,000 in federal CDBG funds allocated to this project. This project is from the 2007 program year.

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

Dec-18-2007-1622

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins is hereby authorized, empowered and directed to execute this Cooperation Agreement between Jefferson County, Alabama and the City of Lipscomb for the Lipscomb Fire Station Project (CD02-CD05-030-LIPFS). There is \$186,237.05 in federal CDBG funds allocated to this project. This project is from the 2002 through 2005 program years.

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

Dec-18-2007-1623

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a 2% Fiscal Year 2008 Grant Modification Rescission between Jefferson County, Alabama and the Alabama Department of Economic and Community Affairs which reduces Adult and Dislocated Worker funds by \$21,896. This is a national action by the Department of Labor to reflect a reduction in their overall funding at the federal level. No additional funds are required.

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

Dec-18-2007-1624

BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION hereby approves an amendment to the Contract between Jefferson County and Enersolv Corporation to increase the compensation by \$7,000.00, for a total of \$16,000.00 for the contract term ending December 31, 2007, due to increased regulatory requirements for toxicity testing and additional monitoring requirements in

the County's Waste Water Treatment Plant permits. Be it further resolved that the Contract is renewed for an additional term to December 31, 2008, with a maximum amount of \$20,000 for the renewed term. The President is authorized to execute the amendment.

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

Dec-18-2007-1625

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that, in accordance with the authority and formula provided at Section IV, 1, b of the Residential Solid Waste Collection Agreements with Veolia Environmental Services SE, Inc.; Mann Sanitation; Sanitary Garbage Service; and Willie J. Simmons, approved by the Jefferson County Commission on December 16, 1998, as amended, the rates set out in the agreement are further amended as follows:

Residential Garbage and Domestic Rubbish

| | |
|--------------------------------------|------------------------------|
| One pickup per week at roadside | \$ 14.20 per month |
| Two pickups per week at roadside | \$ 17.28 per month |
| Rear-of-Residence Service (Disabled) | |
| Once per week pickup | \$ 1.86 per month additional |
| Twice per week pickup | \$ 3.69 per month additional |

Garden Rubbish

| | |
|---------------------------------|-------------------|
| One pickup per week at roadside | \$ 8.65 per month |
|---------------------------------|-------------------|

This rate adjustment shall become effective for the service period starting on January 1, 2008 and may be billed to the customer in accordance with the existing terms and conditions of the Agreement.

No other portion of said agreement, or amendments thereto, shall be affected by this resolution

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

Dec-18-2007-1626

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the proposed legislative Bill abolishing the Jefferson County Citizen Supervisory Commission and establishing a new seven member Personnel Board to govern the Jefferson County Merit System is endorsed and supported by the Jefferson County Commission.

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

Dec-18-2007-1627

THE JEFFERSON COUNTY COMMISSION RESOLVES to authorize the Finance Director to prepare poll worker checks for the December 11, 2007, Fire District Election for the Indian Ford and Eastern Valley communities.

The Jefferson County Probate Judge will authorize in writing the rates of pay for each regular worker; the Chairman of the Board of Registrars will authorize in writing the rented polling sites to be paid; and the Chief Inspector of each polling location will certify to each worker's attendance at the polling location.

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

Dec-18-2007-1628

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Agreement between Jefferson County, Alabama and Birmingham Regional Paratransit Consortium, d/b/a ClasTran to loan up to Seven \$700,000 to Clastran for payment of its debt obligations, including staff payroll and administrative costs, but excluding payment of its bank line of credit.

AGREEMENT

This Agreement dated as below between Jefferson County, Alabama ("County") and Birmingham Regional Paratransit Consortium ("Clastran").

WITNESSETH:

Recital:

Clastran is funded in part by Jefferson County and Shelby County and federal funding through the Alabama Department of Transportation (ALDOT). The federal funding for Section 5310 has been interrupted because the United States Congress has not passed the FY 2008 Transportation Bill. This interruption has resulted in Clastran's inability to pay its debt obligations. This interruption could last until the end of February, 2008, or longer. The County agrees to provide limited interim funds to Clastran upon the terms and conditions stated herein below:

NOW THEREFORE IN CONSIDERATION OF THESE PREMISES, Jefferson County and Birmingham Regional Paratransit Consortium agree as follows:

1. The County hereby agrees to loan up to Seven Hundred Thousand and no/100 (\$700,000.00) Dollars ("Loan Amount") to Clastran for payment of its debt obligations, including staff payroll and administrative costs, but excluding payment of its bank line of credit.
2. Clastran shall draw down and use all its bank line of credit first and then use such of the Loan Amount as needed to immediately pay its debt obligations (excluding its bank line of credit) including staff payroll and administrative costs.
3. Clastran shall immediately fulfill all requirements to obtain its reimbursement entitlement from ALDOT ("ALDOT Funds").
4. Clastran shall repay the County the Loan Amount with interest at a rate of 6% per annum out of first ALDOT Funds received by Clastran and until the Loan Amount is paid in full. Provided, however, the balance of the Loan Amount shall be repaid in full to the County by May 31, 2008.

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

JEFFERSON COUNTY, ALABAMA

BETTYE FINE COLLINS, President

Jefferson County Commission

BIRMINGHAM REGIONAL PARATRANSIT CONSORTIUM

Jim Byram, President

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

Dec-18-2007-1629

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the academic training contract of the following is hereby approved in accordance with Administrative Order No. 92-6: Robin Henderson - Board of Equalization and Geoffrey Chemelil - Cooper Green Mercy Hospital.

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

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-2007-021 Doris McDowell, owner. Change of zoning on Parcel ID#s 3-17-0-0-1.14* and 1.68 in Section 17 Twp 14 Range 3 West from A-1 (Agriculture) to R-1 (Single Family) for a single family subdivision.* (Case Only: 1144 Allbritton Road, Warrior, AL 35180) (WARRIOR) (2.4 Acres* M/L) *Original request was for one residence on one parcel of 0.5 acre.

Restrictive Covenants: 1. All residences constructed on this property shall access Allbritton Road by a single common driveway, the location of which shall be approved by the Department of Roads & Transportation; 2. Only one residence to be constructed at this time, with separate approval by the Jefferson County Commission required prior to construction of any additional residences.

Z-2007-035 Jimmie Abercrombie, Douglas & Lydia Anthony, Mary Ellen Hardin, Thomas Kuykendall, and John & Judy Segars, owners; Ralph E. Corley, agent. Change of zoning on Parcel ID#s 37-36-3-0-5, 6, 8, 8.1, & 9 and 43-1-2-2-2 & 3 in Sections 36 and 1 Twps 19 and 20 Range 5 West from A-1 (Agriculture) and R-2 (Single Family) to INSTITUTIONAL-1 for a church. (Case Only: 5331 Charles Hamilton Road, McCalla, AL 35111) (MCCALLA) (25.9 Acres M/L)

RESTRICTIVE COVENANTS: Development of this property shall include a left turn lane on the Old Tuscaloosa Highway, and the widening of Moore's Cemetery Road, both in accordance with the requirements of the Department of Roads & Transportation.

Z-2007-041 William A. Cousins, owner. Change of zoning on Parcel ID# 7-19-0-0-part of 14 in Section 19 Twp 15 Range 3 West from I-3(S) (Strip Mining) to C-2 (Outdoor Amusement) for expansion of rodeo and off-road vehicle trail. (Case Only: 7440 Old Mount Olive Road, Gardendale, AL 35071) (MOUNT OLIVE) (20 Acres M/L)

RESTRICTIVE COVENANT: The use of this property shall be subject to approval of access (driveway) and drainage plans by the Department of Roads & Transportation.

Z-2007-090 Holmes Family Properties, LLC, owner; Thomas Noe, agent. Change of zoning Parcel ID# 31-16-1-0-part of 44 in Section 16 Twp 18 Range 5 West from R-1 (Single Family) to C-1 (Commercial) for a beauty salon. (Case Only: 9741 15th Street Road, Bessemer, AL 35023) (CONCORD) (1.2 Acres M/L)

RESTRICTIVE COVENANTS: 1. All commercial use(s) on this property shall be restricted to the existing residential structure only; and, 2. Access shall be limited to 15th Street Road only, where the developer/property owner shall provide a commercial class driveway according to the specifications of the Department of Roads & Transportation. 3. Reversionary clause.

Motion was made by Commissioner Bowman seconded by Commissioner Humphries that Z-07-021, Z-07-035, Z-07-041 and Z-07-090 be approved. Voting "Aye" Bowman, Humphries and Carns.

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 BOBBY G. HUMPHRYES as its representative on the Jefferson County Emergency Management Agency ("EMA") Council.

FY2008 - Emergency Management Performance Grant Cooperative Agreement with Alabama Emergency Management Agency for state funding in the amount of \$24,953 to be used for emergency management preparedness programs.

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

Communication was read from Roads & Transportation recommended the following:

1. AT&T (BellSouth) to install 440' of communications cable on Deerfoot Parkway.
2. AT&T (BellSouth) to install 650' of communications cable on and 1 - 86' of directional bore at Farmingdale Subdivision off of Bankston Road.
3. AT&T (BellSouth) to install 114' of communications cable on Old Leeds Road @ Grants Mille Road.
4. Kentucky Data Link, Inc. to install 58,415' of aerial and 1,272' of underground communications cable along Shannon Road.

Motion was made by Commissioner Bowman seconded by Commissioner Humphryes that the above Utility Permits be approved. Voting "Aye" Bowman, Humphryes and Carns.

Dec-18-2007-1632

A RESOLUTION RETIRING A COUNTY UNIT AND
PLACING ONE RETIRED COUNTY UNIT BACK INTO SERVICE

WHEREAS, the County Fleet Manager has determined that unit C991305 be retired due to condition of the unit.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that retired unit, B981605, be placed back into service replacing the above referenced unit for use by Bessemer Maintenance Camp.

BE IT FURTHER RESOLVED that the Fleet Manager be and hereby is authorized to execute any documents to effect this transaction.

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

Dec-18-2007-1633

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 L & M Excavating for roadway improvements.

JEFFERSON COUNTY SUBDIVISION SURETY DEPOSIT AGREEMENT

L & M Excavating
Developer
Lea Anne Gardens, 1st Sector (Ashford Ridge Subdivision)
Project
Seal Coat
Improvements
January 1, 2009
Completion Date
\$9,000.00
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:
P. O. Box 407
Morris, AL 35116
ID: 63-125-142-7
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

L & M Excavating

James Bunt, Owner

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

Dec-18-2007-1634

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 L & M Excavating for roadway improvements.

JEFFERSON COUNTY SUBDIVISION SURETY DEPOSIT AGREEMENT

L & M Excavating

Developer

Lea Anne Gardens, 2nd Sector (Ashford Ridge Subdivision)

Project

Seal Coat

Improvements

January 1, 2009

Completion Date

\$16,650.00

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:

P. O. Box 407
Morris, AL 35116
ID: 63-125-142-7

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

L & M Excavating

James Bunt, Owner

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

Dec-18-2007-1635

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and David Mullins, MAI to perform appraisal work on various tracks of property for the TOPICS Phase IV Tarrant-Huffman Road project in the amount of \$34,050 plus any court time.

CONTRACT NO. 297-07

PERSONAL SERVICES CONTRACT

THIS AGREEMENT entered into this day of 24th day of August, 2007, by and between Jefferson County, Alabama, hereinafter called "the County", and David P. Mullins, MAI, hereinafter called "the Contractor". The effective date of this agreement shall be September 1, 2007.

WHEREAS, the County desires to contract for appraisal services for the Right of Way Division of the Roads and Transportation Department, hereinafter called "ROW"; and

WHEREAS, the Contractor desires to furnish said appraisal 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 Invitation to Bid No. 297-07, dated July 30, 2007, the terms of which are included herein by reference. The Contractor shall perform all necessary appraisal services provided under this Contract as required by the ROW. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the appraisal of certain properties necessary to complete the Tarrant-Huffman Road Topics Phase IV Project No. STPBH-7229.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional consulting services to the ROW at any time after the effective date of this Contract. The completion date of all services under this Contract is April 30, 2008.

4. **COMPENSATION:** The Contractor shall be compensated for services rendered at the following cost per Tract listed below:

\$1100.00 per appraisal for Tracts 1-2, 4-8, 10 & 11 - Appraisal Due within 40 Days

\$575.00 per appraisal for Tracts 13 - 34 Appraisal Due within 80 days

\$575.00 per appraisal for Tracts 35 - 54 Appraisal Due within 100 days

\$150.00 per hour for Court Time, if necessary

Total cost of appraisals is \$34,050.00 plus any court time payable per submission of an approved 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.

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
David Mullins, MAI

JEFFERSON COUNTY, ALABAMA
Betty Fine Collins, President

Jefferson County Commission

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

Dec-18-2007-1636

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Volkert & Associates to expand TransPro and integrate with the Infrastructure Management System in an amount not to exceed \$264,240.

AGREEMENT FOR INTEGRATION OF TRANSPRO
AND INFRASTRUCTURE MANAGEMENT SYSTEM

This agreement made this day of , 2007, by and between Jefferson County in the State of Alabama (hereinafter referred to as the COUNTY), and Volkert & Associates, Inc. (hereinafter referred to as the CONSULTANT).

WHEREAS, CONSULTANT provided professional services for the Implementation Plan (Agreement dated November 22, 2005) as identified in the Evaluation and Assessment of the Department of Roads & Transportation of Jefferson County dated January 28, 2005.

WHEREAS, CONSULTANT provided professional services for the continued development of TRANSPRO by Amendment No. 1 to Professional Services Agreement for Implementation Plan dated October 3, 2006; and

WHEREAS, a separate CONSULTANT (hereinafter referred to as the IMS CONSULTANT) has entered into a separate Agreement dated September 18, 2007 to provide professional services to implement a complete Infrastructure Management System (IMS) and

WHEREAS, the CONSULTANT shall provide professional services necessary to expand the newly developed TransPro and integrate TransPro with the Infrastructure Management System.

It is agreed between the parties as follows:

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

"As part of the obligation of the CONSULTANT to the COUNTY under this AGREEMENT, the CONSULTANT does hereby certify that CONSULTANT has no financial or other interest in the outcome of the project proposed under this AGREEMENT."

WITNESSETH

In consideration of the mutual covenants hereinafter stipulated, it is agreed between the parties as follows:

The CONSULTANT, as part of the Implementation Plan and Amendment No. 1 to the Implementation Plan, developed a Performance Review Program that has been given the name TransPro. TransPro is divided into two major components, a project database that is used for project management and a second component that is a combination of databases that is used to measure and track time, materials and equipment and reflects the core functions of the Department of Roads & Transportation. All databases are currently housed on the shared drive of the Department of Information Technology and can be easily accessed by all personnel of Roads & Transportation.

Associated with and critical to the proper functioning of TransPro, which was developed as part of the Implementation Plan and Amendment No. 1 to the Implementation Plan, are spreadsheets, worksheets, reports, charts and other databases and templates, that are in the possession of the CONSULTANT. The spreadsheets, worksheets, reports, charts, etc. are used along with data that is provided by other Jefferson County Departments (Information Technology, Human Resources, and Payroll) to create monthly analysis and briefings.

It is the desire of Roads & Transportation to: (1) expand a portion of performance review measures by adding to the Project Management Database and other databases, (2) acquire all spreadsheets, worksheets, etc. that are currently housed at CONSULTANT's, (3) be instructed and trained on the application of such, and (4) obtain assistance in integrating all components of TransPro into the Infrastructure Management System. The expansion, training, handoff of materials and assistance in integration is to be provided by the CONSULTANT as described in the Scope of Work.

The CONSULTANT, in the preparation of the integration of the two systems and the other items pertaining to this project, will ascertain the written practices of the Jefferson County Department of Roads & Transportation prior to beginning work on this project. All work required under this Agreement will be performed in accordance with these standard practices and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this Agreement will be subject to the Review, Approval and Acceptance of the COUNTY.

ARTICLE I - SCOPE OF WORK

The project will be divided into three (3) primary phases. Each phase will be further subdivided into items that require a product that will be delivered to the COUNTY by the CONSULTANT. Each deliverable will be considered a separate, stand alone unit of work to be accomplished by the CONSULTANT and or other entities. Each unit of work must be completed by the CONSULTANT, reviewed and approved by the COUNTY before the next unit is to be authorized. The COUNTY, at its discretion, may authorize more than one unit of work to be performed simultaneously, where it is deemed in the best interest of the COUNTY. No work will be done by the CONSULTANT unless specifically authorized by the COUNTY. The COUNTY can, at its discretion, choose to stop the project at anytime during any phase. The COUNTY will retain the right to reject any completed or partial work at any time. Each phase will be reviewed by the COUNTY and approved before the next phase of the project will begin.

The three primary phases are (1) expansion of TransPro, (2) training and assisting R&T to analyze and compile briefings, and (3) assisting R&T and its IMS CONSULTANT with the transfer of all TransPro related databases into Microsoft SQL for the integration into the Infrastructure Management System.

Phase 1 The Expansion of TransPro shall be completed within a time frame of six (6) months and shall require the CONSULTANT

to:

1. Provide assistance and coordination for all TransPro meetings. This includes monthly contact with the Department of Payroll, the Department of Information Technology, and the Safety Committee along with each Division of the Department of Roads & Transportation to acquire the previous month's data for the monthly TransPro briefing. The data, which includes payroll information, work summary reports, Citizen Service Request information and incident/injury/property damage information, will be compiled into Microsoft Access databases and analyzed to identify trends and anomalies to be discussed during the monthly TransPro meeting. The monthly TransPro briefing, containing charts and graphs depicting the analyzed data, will be prepared and submitted to the Division Heads for review prior to each meeting. After each meeting, a followup memo will be developed and distributed to the Division Heads outlining the action items to be completed before the next month's meeting. The deliverable will be the monthly report delivered to the Director of Roads and Transportation.
2. Provide assistance and coordination to continue to implement and finalize the Pavement Management System, as provided in a previous Agreement and its database for the Ketona and Bessemer Maintenance Divisions. The Pavement Management database will be further developed, based on needs of the Bessemer and Ketona Maintenance Divisions, to customize forms and/or reports. As required, the CONSULTANT will provide training sessions for database users. Deliverables will include a finalized Pavement Management System and training.
3. Provide assistance and coordination to update the TransPro Project Management database. New items, reports and/or expanded forms, will be added as requested by the Director of Roads & Transportation. The Site Safety Detail portion of the database will be further developed and the CONSULTANT will provide to the COUNTY an electronic copy of all changes to the database.
4. Provide assistance and coordination with the Safety Committee to modify and enhance the Incident/Injury reporting system. CONSULTANT will analyze trends in the available data and recommend safety training based on the results of the analysis. The CONSULTANT will provide to the COUNTY an electronic copy of the incident/injury database.
5. Provide training and assistance necessary to incorporate additional items into the monthly TransPro meetings. The deliverable items will include a Municipal Agreement management database, Plans Review status updates, additional safety items such as more detailed trend analysis, or other items as requested by the Director of Department of Roads & Transportation.

Phase 2 The Training and Assisting Roads & Transportation to analyze data and compile briefings shall be completed within a time

frame of three (3) months and shall require the CONSULTANT to:

6. Transfer (handoff) all spreadsheets, worksheets, reports, charts and all other information/ templates prepared and required to receive data from other County Departments, compile data, analyze data and compile monthly TransPro briefings. The deliverable will be the hand off materials and documentation of the materials. Assistance will be needed from CONSULTANT to identify all databases that should be linked to data on the IT development server, assistance in verifying existing functionality of all templates and databases and other assistance that may be identified.
7. Provide training and assistance necessary to enable employees in the Department of Roads & Transportation to perform the required tasks to continue TransPro after completion of this Agreement. This will include database training for all TransPro databases. It shall also include coordination among all current user Divisions and Jefferson County Departments to ensure continued cooperation for data acquisition. The COUNTY shall be able to completely manage all aspects of the TransPro system at the time of Phase 2 project completion. All existing spreadsheets, documents, databases and any other templates used in the monthly TransPro briefings will be provided by the CONSULTANT. Such material shall become the property of the COUNTY. The deliverable will be the training to Roads and Transportation and the Department of Information Technology necessary to ensure that the County can manage all aspects of the TransPro System.

Phase 3 Assisting R&T and its IMS CONSULTANT with the transfer of all TransPro related databases into Microsoft SQL for the

integration into the Infrastructure Management System shall be completed within a time frame of three (3) months and shall require the CONSULTANT to:

8. Provide assistance and coordination with each Division to finalize approval and implementation for each Division's policy and procedure manual. Periodic meetings will be held to update and finalize each section. The deliverables will be each Divisions policy and procedures manual.
9. Provide assistance to Roads & Transportation and its IMS CONSULTANT to transfer all existing databases, spreadsheets, worksheets, reports, charts, and/or templates in the conversion to Microsoft SQL on the Department of Information Technology development server.
10. Per COUNTY'S request, CONSULTANT shall attend Integration meetings and provide all other pertinent information requested by the Roads & Transportation and the Information Technology Departments to assist in the integration of TransPro into the Infrastructure Management System. Deliverables will include a written report detailing the assistance that is provided.

Completion of each Scope Of Work item must be approved by The Director of Roads and Transportation before work on additional Scope Of Work items begins.

ARTICLE II - OBLIGATION OF COUNTY TO CONSULTANT

The work to be performed by the COUNTY will include the following:

- Project Management by Roads and Transportation with oversight by Department of Information Technology project Management Office
- Project Coordination

ARTICLE III - TIME OF BEGINNING AND COMPLETION

The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT within ten (10) days after notification in writing to proceed from the COUNTY.

All work shall be completed within twelve (12) months after written "Notice to Proceed" exclusive of any review time by the COUNTY.

In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration that will increase or decrease the Scope of Work outlined in this Agreement, the time limits specified herein may be adjusted in accordance with ARTICLE V, Section 1.

ARTICLE IV - PAYMENT

For services performed and deliverables provided by the CONSULTANT under this AGREEMENT, and as full and complete compensation therefore, including all expenditures made and all expenses incurred by the CONSULTANT in connection with the AGREEMENT, except otherwise provided herein, and subject to and in conformity with all provisions of the AGREEMENT, the COUNTY will pay the CONSULTANT on an hourly basis, based on the deliverables provided at the billing rates specified below with capped amount of \$264,240.00.

| <u>CLASSIFICATION</u> | <u>BILLING RATE</u> |
|-----------------------------------|---------------------|
| Principal | \$250.00 |
| Project Manager | \$150.00 |
| Staff 2 Professional | \$120.00 |
| Staff I Professional | \$ 95.00 |
| Senior Designer | \$105.00 |
| Designer | \$ 95.00 |
| Technician | \$ 80.00 |
| Drafter 2 | \$ 70.00 |
| Drafter 1 | \$ 55.00 |
| Survey Manager | \$140.00 |
| Survey Senior | \$ 95.00 |
| Construction Manager | \$135.00 |
| Construction Project Manager | \$110.00 |
| Resident Project Representative 2 | \$ 80.00 |
| Resident Project Representative 1 | \$ 55.00 |
| Bridge Inspector 2 | \$115.00 |
| Bridge Inspector 1 | \$ 70.00 |
| Construction Supervisor | \$165.00 |
| Construction Staff 2 Professional | \$105.00 |
| Construction Staff 1 Professional | \$ 85.00 |

| | |
|---------------------|----------|
| Survey Crew (2 Man) | \$115.00 |
| Survey Crew (3 Man) | \$145.00 |
| Survey Crew (4 Man) | \$170.00 |
| Survey Crew (5 Man) | \$195.00 |
| Clerical | \$ 60.00 |
| GPS Equipment | \$ 40.00 |

The estimated fee for this Agreement is as follows

| Personnel | Rate | Estimated Hours Per Month | Estimated Fee Per Month |
|------------------------|----------|------------------------------|----------------------------|
| Project Manager | \$150.00 | 6 | \$ 900.00 |
| Level 2 Professional | \$120.00 | 168 | \$ 20,160.00 |
| Clerical | \$ 60.00 | 16 | \$ 960.00 |
| Approved for 12 months | | | \$264,240.00 |

It is the intent of the Director of the Department of Roads & Transportation that only the agreed upon personnel are to invoice on this contract. If additional personnel are required by CONSULTANT, a formal written request should be submitted to the Director for approval before the personnel are assigned to the project.

If additional personnel are approved by the Director, the above stated classifications and billing rates are to be used.

Total Contract Amount Not to Exceed: \$264,240.00

Invoices may be submitted monthly with itemized description of the Work performed; the hourly rates of pay by classification and pay rate and the deliverable provided. No request for payment will be submitted until the deliverable has been provided to the Director of Roads and Transportation.

Payments shall be made, upon acceptance and approval of the Director of Roads and Transportation or designated representative. Additional evidence of vouchers and invoices by the CONSULTANT to the COUNTY may be required. The County shall pay the Consultant within thirty (30) days of receipt of the Consultant's payment request by the COUNTY Finance Department provided approval has been provided by the Director of Roads and Transportation.

Five Percent (5%) retainage will be withheld by the COUNTY from each monthly invoice for work performed by the CONSULTANT until all work under the AGREEMENT is completed and accepted by the COUNTY. The retainage will be released to the CONSULTANT by the COUNTY at the end of the ninety (90) day period defined in Article VII or at such time as the CONSULTANT has remedied any and all non-conformities identified by the COUNTY.

The acceptance by the CONSULTANT of the final payment shall constitute and operate as a release to the COUNTY for all claims and liability to the CONSULTANT, his representative and assigns for all things done, furnished or relating to the service rendered by the CONSULTANT under or in connection with this AGREEMENT.

ARTICLE V - MISCELLANEOUS PROVISIONS

SECTION I CHANGES OF WORK

If, during the term of this AGREEMENT, additional services are required of the CONSULTANT other than those specified in this contract, or major changes in the work become necessary or desirable, the COUNTY may order, in writing, the CONSULTANT to perform such services or make such changes termed "Change Order". Change Orders are driven by a COUNTY request but are subject to review and modification by IT GIS and IT PMO based on technical design and compatibility with existing applications and infrastructure. If the CONSULTANT is of the opinion that the work he has been directed to perform is beyond the scope of this AGREEMENT and constitutes extra work, the CONSULTANT will, within ten (10) days, notify the COUNTY in writing and receive approval from the COUNTY prior to performing such work.

In the event the COUNTY determines that such work does constitute extra work, additional time for completion of contract may be given and payment for the additional work shall be negotiated by Supplemental Agreement prior to work being undertaken by the CONSULTANT.

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

SECTION 2 OWNERSHIP OF DOCUMENTS

Upon completion of the work covered by this AGREEMENT, the CONSULTANT shall make available to the COUNTY all documents and data pertaining to the work or to the project, which material shall become the property of the COUNTY. All original tracings or maps and other data furnished to the COUNTY by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT.

SECTION 3 OWNERSHIP OF DERIVATIVE MATERIALS AND INTELLECTUAL PROPERTY

All applications, programs, source code, databases and any related products and documents derived from this project will become the property of the COUNTY. The COUNTY will have the sole right to license or resale these products.

SECTION 4 CONSULTANT'S ENDORSEMENT

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

SECTION 5 DELAYS AND EXTENSIONS

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

SECTION 6 TERMINATION OF CONTRACT FOR BREACH

1. The AGREEMENT may be terminated by the COUNTY for any of the following reasons:

A. Substantial evidence and belief that the progress being made by the CONSULTANT is insufficient to complete the Work within the specified time.

B. Deliberate failure on the part of the CONSULTANT to proceed with the Work when so instructed by the COUNTY or to observe any requirement of these Specifications.

C. Failure on the part of the CONSULTANT to promptly make good any defects in materials or construction that may be called to his attention by the COUNTY.

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

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

SECTION 7 TERMINATION OR ABANDONMENT FOR CONVENIENCE

1. The COUNTY shall have the right to abandon or terminate the AGREEMENT at any time, and such action shall, in no event, be deemed a breach of contract.

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

A. No consideration will be given to profit which the CONSULTANT might have made on the uncompleted portion of the work.

B. If the AGREEMENT provides for a lump sum amount, final compensation to the CONSULTANT shall be determined by the COUNTY establishing the percent of satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT multiplied by the contract amount, less any payments previously made.

C. If the AGREEMENT does not provide a lump sum amount, final compensation to the CONSULTANT shall be determined by the COUNTY confirming all reimbursable costs incurred for satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT, less any payments previously made.

D. CONSULTANT shall not be paid on account of loss of anticipated profit or revenues or extended overhead or interest or underutilization of personnel or economic loss whatsoever arising out of or resulting from such termination.

SECTION 8 CONTROVERSY

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

SECTION 9 RESPONSIBILITY FOR CLAIMS AND LIABILITY

1. The CONSULTANT shall be responsible for all damage to life and property due to its activities and that of its subcontractors, agents or employees in connection with its services under this AGREEMENT. The CONSULTANT specifically agrees that its subcontractors, agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

2. The CONSULTANT agrees to indemnify, hold harmless and defend the COUNTY, its elected officials, officers and employees from and against any and all loss, expense against or imposed upon COUNTY because of bodily injury, death or property damage, real or

personal, including loss of use thereof arising out of or as a consequence of breach of any duty or obligation of the CONSULTANT included in this AGREEMENT, negligent acts, errors or omissions including engineering design even though such injuries or death or damage to property is claimed to be due to the negligent acts, errors or omissions of the CONSULTANT, or his subcontractors, the COUNTY, its elected officials, officers or employees. Nothing contained in this paragraph should be construed to obligate CONSULTANT to indemnify the COUNTY for its own negligence.

3. The CONSULTANT, without extra compensation, shall carry insurance of the kinds and in amounts set out below. All insurance shall be by companies authorized to do business in Alabama involving those types of insurance. Before beginning work, the CONSULTANT shall file with the COUNTY a certificate from his insurer showing the amount of insurance carried and the risk covered thereby or a copy of the required insurance policies.

| | |
|--|----------------|
| General Liability and Property Damage | \$ 300,000.00 |
| Automobile and Truck Bodily Injury Liability | \$ 300,000.00 |
| Professional Liability Insurance | \$1,000,000.00 |

The foregoing Indemnity Agreement shall not be limited by reason of any insurance coverage provided.

SECTION 10 GENERAL COMPLIANCE WITH LAWS

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

SECTION 11 SUBLETTING, ASSIGNMENT OF TRANSFER

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

SECTION 12 EMPLOYMENT OF COUNTY WORKERS

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

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

3. No COUNTY official or employee of the COUNTY shall be admitted to any share or part of this AGREEMENT, or to any benefit that may arise there from.

SECTION 13 CONTROL

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

SECTION 14 CONDITIONS AFFECTING WORK

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

COUNTY government, and copies thereof shall be furnished if requested.

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

A. Non-Discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, creed, color, sex, national origin, or disability in the selection and detention of subcontractors, including procurement of materials and lease of equipment. The CONSULTANT will not participate either

directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964 or the Equal Opportunity Provisions of Executive Order 11246 of September 24, 1965.

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

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

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

ARTICLE VI

SECTION 1 EXECUTORY CLAUSE

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

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

ARTICLE VII

SECTION 1 RESOLUTION OF NONCONFORMING DELIVERABLES

1. All Deliverables provided by CONSULTANT to COUNTY hereunder shall materially conform to the SOW specifications. For a period of ninety (90) days following go-live date or the completion of Phase 3, whichever shall last occur, CONSULTANT will remedy any nonconforming items of work. The go-live date shall be defined as the period beginning with Phase 2 of the Agreement. If COUNTY notifies CONSULTANT in writing of nonconformity within this ninety (90) day period, CONSULTANT shall promptly use reasonable efforts to remedy the nonconformity at no additional expense to COUNTY, by providing troubleshooting assistance, including revisions to Microsoft

Access databases, forms and reports, and Microsoft Excel spreadsheets, graphs and charts.. Notwithstanding the foregoing, CONSULTANT shall have no obligation or liability to COUNTY to the extent that the nonconformity arises from (i) use of the Deliverables not in accordance with instructions, documentations, or specifications ("Misuse"); (ii) alteration, modification or revision of the Deliverables not expressly

authorized by CONSULTANT ("Alteration"); (iii) COUNTY'S failure to use or implement corrections or enhancements to the Deliverables made available by CONSULTANT; (iv) the combination of the Deliverables with materials not provided, specified, or approved by CONSULTANT. Notwithstanding anything in the Agreement, COUNTY understands that CONSULTANT shall bear no responsibility for the performance, repair or warranty of any of COUNTY software or hardware products or service provided to COUNTY by a third party outside of this project and COUNTY's sole remedies with regard to such products or service shall be against the third party provider.

2. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all reports, deliverables, and other services furnished by the CONSULTANT under this AGREEMENT. CONSULTANT will exercise the care and skill ordinarily used by members of CONSULTANT'S profession practicing under similar circumstances at the same time and in the same locality to perform all professional services under this AGREEMENT.

3. The representations in this section shall be in lieu of any and all warranties, either express or implied.

SECTION 2 LIMITATION OF LIABILITY

1. In no event will either party or its employees, officers and directors be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses or losses (including loss profits, lost data or opportunity costs), regardless of the form of action, damage, claim, liability, cost, expense or loss, whether in contract, statute, tort (including negligence), or otherwise.

ARTICLE VIII

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, VOLKERT & ASSOCIATES, INC on the day of 2007, and the COUNTY on the day of , 2007.

VOLKERT & ASSOCIATES, INC.

Phillip N. Garratt, P.E.

Vice President

ATTEST:

RECOMMENDED:

E. Wayne Sullivan

Director/County Engineer

JEFFERSON COUNTY, ALABAMA

COMMISSION

Minute Clerk

Bettye Fine Collins, President

Jefferson County Commission

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

Dec-18-2007-1637

BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION hereby approves the agreement between Arthur Green, Jr., District Attorney - Bessemer Division and LexisNexis, a division of Reed Elsevier, Inc., to provide two subscription accounts for legal research.

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

Dec-18-2007-1638

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the official bond(s) of the following in the sum of \$2,000 each and that RLI Insurance Company, be and the same hereby is properly approved and that the President of this Commission be, and hereby is authorized, directed and empowered to note the approval of the County Commission of Jefferson County, Alabama upon said bonds.

There are two bonds for Deputy Sheriff (for Commission approval only)

William D. Pharr

Monique R. Jones

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

Dec-18-2007-1639

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Margaret Boyd in the amount of Three Hundred Twenty Five and 00/100 (\$325.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Director of Finance is hereby directed to issue a check made payable to Margaret Boyd in the amount of \$325.00 and forward it to the County Attorney for disbursement.

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

Dec-18-2007-1640

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that payment to Todd S. Fields in the amount of Thirteen

Thousand One Hundred Forty Seven and 80/100 (\$13,147.80) Dollars pursuant to the Final Judgment of the Jefferson County Circuit Court entered on November 28, 2007, in the case styled Todd S. Fields v. Jefferson County, Alabama, Circuit Court Case No. CV 05-2956, is hereby approved. Be it further resolved by the Jefferson County Commission that the County's third party worker's compensation administrator, Hill Administrative Services, is hereby authorized and directed to issue a check in the amount of \$13,147.80 made payable to "Todd S. Fields and Stewart Springer, Attorney" and forward to the County Attorney for disbursement.

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

Dec-18-2007-1641

WHEREAS, the Shelby County Governmental Utility Services Corporation (Hereinafter "Shelby County GUSC") is an Alabama public corporation organized under Ala. Code (1975) § 11-97-1 *et seq.* for the purposes of providing sanitary sewer services; and

WHEREAS, the Shelby County GUSC is or has purchased The Water Works and Sewer Board of the City of Birmingham's (Hereinafter "BWWSB") Riverview Waste Water Treatment Plant (Hereinafter "Riverview WWTP") and associated facilities, including, but not limited to main and collector lines, pump stations and manholes, located in both Jefferson and Shelby Counties and the Riverview WWTP located in Shelby County; and

WHEREAS, the Shelby County GUSC is requesting approval to continue operating existing BWWSB main and collector lines, pump stations, manholes and all other sanitary sewer facilities related to the Riverview WWTP in Jefferson County, pursuant to Alabama Code (1975) § 11-97-8.

NOW, THEREFORE be it resolved that the Jefferson County Commission consents to the Shelby County GUSC, or its assigns, locating portions of its existing facilities within Jefferson County, Alabama, subject to the following conditions:

(a) The Shelby County GUSC, or its assigns, covenant to fix, revise and maintain such rates for sanitary sewer services furnished by said sanitary sewer system as shall be sufficient (1) to provide for the payment of the operating expenses, and (2) to provide needed funds to maintain the capital structure of the sanitary sewer system to ensure compliance with all applicable local, state and federal rules, regulations or laws.

(b) The Shelby County GUSC, or its assigns, agree to provide a detailed report on the condition and state of repair of the portions of the sanitary sewer system located in Jefferson County, Alabama, reflecting all activities undertaken pursuant to a Capacity Management Operations and Maintenance Program (CMOM) and Capital Improvement Plan (CIP) including a financial statement, annually to the Jefferson County Environmental Services Department (ESD) for information purposes only. The report shall include all information regarding any violations of the Clean Water Act, together with state administrative or regulatory enforcement actions taken by ADEM during the preceding calendar year. The CMOM and CIP shall conform to generally accepted industry standards and shall be submitted to ESD not later than February 1st each year.

(c) The Shelby County GUSC, or its assigns, agree not to expand the existing BWWSB sanitary sewer system in Jefferson County without first obtaining the approval of Jefferson County in accordance with Alabama Code (1975) § 11-97-8.

(d) In the event of a dispute arising under this agreement, the parties, including the Shelby County GUSC and its assigns, agree that venue and jurisdiction shall be in the Birmingham Division, Circuit Court of Jefferson County, Alabama, and that no Federal Court shall have jurisdiction to hear any matter concerning this agreement.

(e) The Shelby County GUSC, or its assigns, must accept and agree to the preceding condition prior to beginning operations in Jefferson County.

(f) When the preceding conditions have been accepted and agreed to by the Shelby County GUSC, or its assigns, in writing, it shall constitute a binding contract.

(g) In the event of: (1) the appointment of a permanent or temporary receiver of the assets and properties of the Shelby County GUSC, or its assigns, and the failure of the Shelby County GUSC, or its assigns, to secure the removal thereof within sixty (60) days after written notice is given; (2) the filing by or on behalf of the Shelby County GUSC, or its assigns, of any petition or pleading to declare Shelby County GUSC, or its assigns, a bankrupt, or the adjudication of the Shelby County GUSC, or its assigns, as a bankrupt, the making by the Shelby County GUSC, or its assigns, of an assignment for the benefit of creditors, or the use by the Shelby County GUSC, or its assigns, whether voluntarily or involuntarily, of any debtor relief proceedings under any present or future law of any state or of the United States; or (3) the levying upon or attachment by process of the assets and properties of the Shelby County GUSC, or its assigns, and the failure of the Shelby County GUSC, or its assigns, to satisfy such levy or attachment within sixty (60) days after written

notice is given ,then, at the option of Jefferson County, that portion of the Riverview WWTP collection system located solely within Jefferson County, including those customer accounts associated therewith, shall automatically revert to and become the property of Jefferson County, and title to such portions of the Riverview WWTP collection system shall vest in Jefferson County.

(h) Notwithstanding the above, Jefferson County shall have the option to acquire all of the Riverview WWTP collection system located within Jefferson County, including all future expansions of the Riverview WWTP collection system. In the event Jefferson County elects to exercise this option, it shall give Shelby County GUSC, or its assigns, ninety (90) days written notice of its intention to exercise said option and shall pay Shelby County GUSC, or its assigns, the fair market value for such portions of the Riverview WWTP collection system located solely within Jefferson County. If Jefferson County and Shelby County GUSC, or its assigns, cannot reach agreement as to the fair market value of this portion of the Riverview WWTP collection system, an ad-hoc group of three qualified appraisers will determine the fair market value. The ad-hoc group of appraisers shall be established by the Shelby County GUSC, or its assigns, and Jefferson County each selecting one member to the ad-hoc group and those two members agreeing to the third member. If the ad-hoc group cannot agree to the fair market value for this portion of the Riverview WWTP collection system, the fair market value shall be determined by taking the average value determined by all three members.

JEFFERSON COUNTY, ALABAMA

By:

PRESIDENT

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

Commissioner Carns 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 Bowman

District 3 Bobby Humphryes

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:

Dec-18-2007-1642

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-2007-105 Joan Morgan, owner; Larry Gilbert, agent. Change of zoning on Parcel ID# 6-8-0-0-part of 53 in Section 8 Twp 15

Range 4 West from A-1 (Agriculture) to INSTITUTIONAL-1 for a church. (Case Only: 4881 Warrior Jasper Road, Dora, AL 35062) (BAGLEY) (7 Acres M/L)

RESTRICTIVE COVENANTS: 1. The post-development run-off of this property shall not exceed its pre-development run-off; 2. Reversionary clause.

Motion was made by Commissioner Humphries seconded by Commissioner Bowman that Z-07-105 be approved subject to filing of covenants. Voting "Aye" Humphries, Bowman and Carns.

Z-2007-098 Burt Carroll and Steven Cain, owners; B.E. Harris, agent. Change of zoning on Parcel ID #'s 40-8-2-0-8 & 40-8-3-1-8 in Section 8 Twp 19 Range 2 West from R-1 (Single Family) to R-4 (Multi-Family) for condominiums. (Case Only: 3750 Chestnut Ridge Lane, Birmingham, AL 35216) (HOOVER) (6 Acres M/L)

Rezoned Parcel 40-8-2-0-8 ONLY (as reflected on the site plan presented at the October 11, 2007 meeting of the Planning & Zoning Commission), said rezoning to be contingent upon submission of a preliminary drainage study and traffic study to be approved by the Department of Roads & Transportation.

RESTRICTIVE COVENANTS: 1. The developer shall provide a right turn lane on Old Rocky Ridge Road. 2. Reversionary clause.

Motion was made by Commissioner Humphries seconded by Commissioner Bowman that Z-07-098 be approved subject to filing of covenants. Voting "Aye" Humphries, Bowman and Carns.

Z-2007-042 Jerry W. Cummings, owner. Change of zoning on Parcel ID# 42-5-2-3-7 in Section 5 Twp 20 Range 4 West from A-1 (Agriculture) to C-1 (Commercial)* for additional parking for an existing business. (Case Only: 6000 Pocahontas Road, Bessemer, AL 35022) (LOVELESS PARK) (0.53 Acre M/L) *Amended from original request to rezone two (2) parcels to I-1 (Light Industry).

RESTRICTIVE COVENANT: The use of this property shall be restricted solely to parking for employees of the adjacent business.

Motion was made by Commissioner Humphries seconded by Commissioner Bowman that Z-07-042 be approved subject to filing of covenants. Voting "Aye" Humphries, Bowman and Carns.

Z-2007-110 John D. Apperson, owner. Change of zoning on Parcel ID# 21-13-4-11-18 in Section 13 Twp 17 Range 4 West, Lot 13 Block 11 Tennessee Land Company s survey of Sandusky Heights from C-1 (Commercial) to R-3 (Two Family) for residential use. (Case Only: 1149 Pratt Highway, Birmingham, AL 35214) (SANDUSKY) (0.2 Acres M/L)

Motion was made by Commissioner Bowman seconded by Commissioner Humphries that Z-07-100 be approved. Voting "Aye" Bowman, Humphries and Carns.

Z-2007-111 James E. Reeves, Jr, owner; James H. Taylor III, agent. Change of zoning on Parcel ID# 24-3-1-22-1 in Section 3 Twp 17 Range 1 West, All of Blocks A and B according to the Map of Queenstown from R-6 (Single Family) to I-1 (Light Industrial) for graphite/carbon business. (Case Only: 2748 Queenstown Road, Birmingham, AL 35210) (QUEENSTOWN) (6.7 Acres M/L)

RESTRICTIVE COVENANT: 1. Property is to be used for a graphite/carbon distribution business only. 2. Reversionary clause.

Motion was made by Commissioner Bowman seconded by Commissioner Humphres that Z-07-111 be approved subject to filing of covenants. Voting "Aye" Bowman, Humphries and Carns.

Z-2007-112 Lance Shivers, owner. Change of zoning on Parcel ID #9-18-4-2-part of 4 Lots 3 and part of lot 4, Block 2, according to the survey of E.E. McAbee Subdivision in Section 18 Twp 15 Range 1 West from A-1 (Agriculture) to E-2 (Estate) for a single family residential subdivision. (Case Only: 7651 Old Bradford Road, Pinson, AL 35126) (PINSON) (2.8 Acres M/L)

Motion was made by Commissioner Bowman seconded by Commissioner Humphres that Z-07-111 be approved. Voting "Aye" Bowman, Humphries and Carns.

Z-2007-113 James R. Cole, owner; Jackie Shores, agent. Change of zoning on Parcel ID# s 13-10-1-0-11 and 13-10-4-0-4 in Section 10 Twp 16 Range 2 West from A-1 (Agriculture) to C-2 (Outdoor Amusement) for miniature golf course. (Case Only: 2831 Potts Hollow Road, Birmingham, AL 35215) (PINSON) (10.3 Acres M/L)

Motion was made by Commissioner Humphries seconded by Commissioner Bowman that Z-07-113 be denied. Voting "Aye" Humphries, Bowman and Carns.

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

President

ATTEST

Minute Clerk