

STATE OF ALABAMA)

JEFFERSON COUNTY) September 4, 2007

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

District 1 Larry Langford

District 2 Shelia Smoot

District 3 Bobby Humphryes

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the Minutes of August 28, 2007, be approved. Voting "Aye" Smoot, Carns, Collins, Humphryes and Langford.

Sep-4-2007-1110

WHEREAS, The National Association of Clean Water Agencies annually recognizes wastewater treatment facilities that exhibit exceptional performance during the year with Peak Performance Awards, and

WHEREAS, Platinum 8 Awards are presented to facilities that achieve 100 percent compliance with their NPDES permit limits consistently for the past eight years, and

WHEREAS, Gold Awards are presented to facilities that achieve 100 percent compliance with their NPDES permit limits during the year, and

WHEREAS, Silver Awards are presented to facilities that have incurred no more than five permit exceptions during the year, and

WHEREAS, the Environmental Service Department's Wastewater Treatment Plants have shown excellence in the performance in their duties and provide a vital service for the citizens of Jefferson County, and

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to commend the employees of the Five Mile Creek and Trussville Wastewater Treatment Plants for their hard work and commitment in earning the Platinum 8 Year Award, the employees of the Cahaba, Leeds, Prudes Creek, Turkey Creek, and Valley Creek Wastewater Treatment Plants for earning the Gold Award, and to also commend the employees of the Warrior Wastewater Treatment Plants for earning the Silver Award.

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

STAFF DEVELOPMENT

Multiple Staff Development

Fleet Management/2 Participants

Jeff Allred	Birmingham, Alabama	\$199.00
Herman Mulvehill	GM 6.6L Duramax Engine Diagnosis & Repair September 10, 2007	\$199.00

Individual Staff Development

Don McAllister	Board of Equalization	Mobile, Alabama Property Tax Education & Certification Program September 18-21, 2007	\$732.78
Allen W. Kniphfer	EMA	Emmitsburg, Maryland E202: Debris Management Course September 16-21, 2007	\$384.15
Ann Gedgoudas	Family Court	Atlanta, Georgia Annual Conference on Preventing Crime (Previously approved - additional expenses only)	\$194.15

		October 3-5, 2007	
Charles Tyler	Fleet Mgt.	Orange Beach, Alabama NAFA Southern Regional Conference October 11-14, 2007	\$531.50
Alan L. King	Probate Court	Tuscaloosa, Alabama Alabama Probate Court Judges Assn. Training Session September 6-7, 2007	\$264.00
Wesley Gregory	Roads & Trans	Atlanta, Georgia ESRI - GIS for Public Works Seminar September 24-25, 2007	\$159.35
Carl Tommy Bridges	Sheriff's Dept.	Gulf Shores, Alabama Alabama Criminal Justice Information Center Users Conference September 17-20, 2007	\$451.90
Rena McWilliams	Sheriff's Dept.	Auburn, Alabama Alabama Dietary Managers 2007 Conference September 18-21, 2007	\$527.43
Margaret Lynn Smith	Community Dev	Orange Beach, Alabama HUD FHA Non-Profit & Housing Counseling Agency Training September 24-27, 2007	\$832.27

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

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

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

1. GENERAL SERVICES FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, FOR WORK UNIFORMS.
SAP PURCHASE ORDER# 9000000866 \$7,616.00 TOTAL REFERENCE BID# 123-07
2. JEFFERSON REHABILITATION & HEALTH CENTER, COOPER GREEN MERCY HOSPITAL & SHERIFF'S OFFICE FOR COMPLETE TEXTILE MFG., OPELIKA, AL, FOR WHITE SHEETS. REFERENCE BID# 270-07
\$16,225.00 TOTAL
3. EMA FROM MTS SAFETY PRODUCTS, GOLDEN, MS, FOR CITIZEN CORD GO KITS.
SAP PURCHASE ORDER# 2000004534 \$6,777.50 TOTAL
4. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM SYNTHES USA, PHILADELPHIA, PA, FOR FRACTURE REPAIR FOR PATIENT S. CARTER. REFERENCE SAP# 100011513 \$7,038.00 TOTAL
SAP PURCHASE ORDER# 2000004337
5. ROADS & TRANSPORTATION: TRAFFIC SIGNAL SHOP KETONA FROM SALCO INC., BIRMINGHAM, AL, FOR TRAFFIC SIGNALS & EQUIPMENT. SAP PURCHASE ORDER# 2000004361 \$5,140.00 TOTAL
6. ROADS & TRANSPORTATION: TRAFFIC SIGNAL SHOP KETONA FROM 3M CORPORATION, CHICAGO, IL, FOR TRAFFIC ENGINEERING EQUIPMENT. REFERENCE TAG# 1000010659, 1000010724, 1000010742 & 1000010748
\$5,427.00 TOTAL SAP PURCHASE ORDER# 2000004354 STATE OF ALABAMA CONTRACT# T-114
7. ROADS & TRANSPORTATION: TRAFFIC SIGNAL SHOP KETONA FROM TRAFFIC PARTS INC, HOUSTON, TX, FOR TRAFFIC SIGNAL EQUIPMENT. REFERENCE SAP# 1000011592 \$5,400.00 TOTAL
SAP PURCHASE ORDER# 2000004353 STATE OF ALABAMA CONTRACT# T-133
8. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM SMITH & NEPHEW ORTHOPEDIC, ATLANTA, GA, FOR TOTAL HIP REPLACEMENT FOR G. BROWN. REFERENCE SAP# 1000012903/1 \$11,950.52 TOTAL
SAP PURCHASE ORDER# 2000004365

9. REVENUE FROM KINTERA FUNDWARE, MONTGOMERY, AL, FOR REPORTING SOFTWARE MAINTENANCE IN THE AMOUNT OF \$8,328.00. SAP PURCHASE ORDER# 2000004039 \$8,328.00TOTAL
10. ENVIRONMENTAL SERVICES - CAHABA WWTP FROM CIBA SPECIALTY CHEMICALS, CAROL STREAM, IL FOR OPEN PURCHASE ORDER FOR POLYMER. SAP PURCHASE ORDER # 2000003227 \$40,000 TOTAL REFERENCE BID# 213-05
11. COOPER GREEN MERCY HOSPITAL FROM SYSCO, CALERA, AL FOR MISCELLANEOUS GROCERIES. SAP PURCHASE ORDER# 2000004299 \$29,819.69 TOTAL REFERENCE BID# 276-06
12. COOPER GREEN MERCY HOSPITAL (STORES) FROM SUPREME MEDICAL, MOBILE, AL FOR VARIOUS MEDICAL SUPPLIES ORDERED AGAINST TAG P.O. 273206- 1 & 2. SAP PURCHASE ORDER# 2000004642 \$9,319.79 TOTAL REFERENCE BID# 222-05 & PC 1203

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the Purchasing Minutes be approved. Voting "Aye"

Smoot, Carns, Collins, Humphryes and Langford.

Jefferson County Commission
Unusual Demands
September 4, 2007

Pro Cntr	Vendor	Name	Text	Business Area	Amount	Document #
District 1	1000193	JEFFERSON CO TREASURER	Petty Cash-Coroner Office	CORONER/MEDICAL EXAMINER	101.821900001402	
District 1	1000193	JEFFERSON CO TREASURER	Petty Cash-Coroner Office	CORONER/MEDICAL EXAMINER	70.101900001663	
District 1	1001719	LETHA L DANIEL	For Mable Dowdle	CO HOME: BUSINESS OFFICE	30.00	1900001440
District 1	1001720	GLORIA TINGLE	For Carrie Kirksey	GO HOME: BUSINESS OFFICE	30.00	1900001693
District 1	1001721	JRHC-PETTY CASH	Patient Fund distribution	CO HOME: BUSINESS OFFICE	140.00	1900001743
District 1	1002145	BRENDA WILSON	For Ruby Howard	GO HOME: BUSINESS OFFICE	30.00	1900001700
District 1	1003455	ANGELA FRAZIER	For Annie Jones	CO HOME: BUSINESS OFFICE	30.00	1900001697
District 1	1003577	EARLINE MATTHEWS	For Mary Jones	CO HOME: BUSINESS OFFICE	30.00	1900001723
District 1	1003606	TOMMY DUNN	For Valesta Dunn	CO HOME: BUSINESS OFFICE	159.00	1900001705
District 1	1003607	ROY MARTIN	For Essie Hart	CO HOME: BUSINESS OFFICE	173.00	1900001717
District 1	1003647	DOUG TURNER	For Betty Turner	CO HOME: BUSINESS OFFICE	30.00	1900001728
District 1	1004026	CHARLES DENSMORE	For Della Densmore	CO HOME: BUSINESS OFFICE	30.00	1900001768
District 1	1004536	CORRIE POWELL	For Mary Hawkins	CO HOME: BUSINESS OFFICE	30.00	1900001721
District 1	1004537	LATONYA PARKER	For Ruthie Gordon	CO HOME: BUSINESS OFFICE	30.00	1900001709
District 1	1004604	WILLIAM PARKER	For Victoria Parker	CO HOME: BUSINESS OFFICE	30.00	1900001724
District 1	1004981	MONICA STRICKLAND	For Mary Allen	CO HOME: BUSINESS OFFICE	206.00	1900001758
District 1	1005813	BARBARA ENNIS	For Limmie Mumphord	CO HOME: BUSINESS OFFICE	30.00	1900001775
District 1	1005814	BARBARA CARTER	For Geraldine Sandlin	CO HOME: BUSINESS OFFICE	14.00	1900001779
District 1	1006254	SHELLY WATKINS	For Earnestine Burns	CO HOME: BUSINESS OFFICE	30.00	1900001765
District 1	1006334	TAMMY DAVIS	For Tom Watson	CO HOME: BUSINESS OFFICE	30.00	1900001785
District 1	1006538	VALEN PAGE	For Mary Page	CO HOME: BUSINESS OFFICE	30.00	1900001776
District 1	1018257	MABEL CLEVELAND	For Cecelia Billitz	CO HOME: BUSINESS OFFICE	30.00	90000176
District 1	1018285	BARBARA CLEM	For Emma McPherson	CO HOME: BUSINESS OFFICE	30.00	1900001773
District 1	1018288	Joseph Matthews	For Lucille Johnson	CO HOME: BUSINESS OFFICE	30.00	1900001729
District 1	1018436	JOHN HAYS	Estate Refund for Lola Cobb	CO HOME: BUSINESS OFFICE	1,528.83	1900001401
District 1	1018437	WAYNE DAMS	Estate Refund made payable to Wayne Davis	CO HOME: BUSINESS OFFICE	69.02	1900001400
District 1	1018438	JOHN GODWIN	Estate Refund made payable to John Godwin	CO HOME: BUSINESS OFFICE	138.75	1900001404
District 1	1018439	JOAN HILL	Estate Refund made payable to Joann Hill	CO HOME: BUSINESS OFFICE	216.26	1900001405
District 1	1018440	DONNELIA GRIMES	Estate Refund made payable to Donnella Grimes	CO HOME: BUSINESS OFFICE	69.91	1900001406
District 1	1018441	MARK SOUTHERLAND	Estate Refund made payable to Mark Southerland	CO HOME: BUSINESS OFFICE	947.20	1900001407
District 1	1018442	JERRY SUGGS	Estate Refund made payable to Jerry Suggs	CO HOME: BUSINESS OFFICE	1,983.39	1900001408
District 1	1018443	ROY G LANTRIP	Estate Refund made payable to Roy C. Lantrip	CO HOME: BUSINESS OFFICE	1,869.55	1900001409
District 1	1018444	SHARON JACKSON	Estate Refund made payable to Sharon Jackson	CO HOME: BUSINESS OFFICE	20.90	1900001410
District 1	1018445	EDITH KEMP	Estate Refund made payable to Edith Kemp	CO HOME: BUSINESS OFFICE	515.97	1900001411
District 1	1018623	JON M SKEEN	Estate Refund made payable to Jon M. Skeen	CO HOME: BUSINESS OFFICE	1,091.20	1900001412
District 3	1000001	APAC ALABAMA INC	Payment to APAC for Baby Binder & Fine Stone Slag	R&T: HIGHWAY MAINT-BESS	1,658.78	1900001282
District 3	1000300	INTL ASN OF ELECTRICAL	Membership dues - 5 employees	INSPECTION SERVICES	450.00	1900002013
District 3	1000588	AMERICAN TRAFFIC SAFETY	Memship dues for Ken Boozer 07/01/07to 06/30/08	R&T: TRAFFIC ENGINEERING	74.80	1900001298
District 3	1004131	ABC TOWING INC	Winch-out for Michael Morrison county car	LAND DEVELOPMENT	50.001900001335	
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Revenue	REVENUE	80.76	1900001703
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-General Services		173.68	1900002147
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Revenue	REVENUE	200.64	1900002148
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Revenue	REVENUE	7.99	1900002149
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Revenue	REVENUE	33.99	1900002151
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Revenue	REVENUE	30.71	1900002008
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Revenue	REVENUE	8.88	1900008150
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Revenue	REVENUE	121.97	1900002017
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Family Court	PC JUVENILE PROBATION	487.44	1900002140
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Revenue	REVENUE	16.39	1900002014

District 4	1000526	CITY OF TRUSSVILLE	REIMB TRUSS CONS FOR AUG- 07 BILL DATA	FINANCE SEWER SERVICES				1,
								266.84
								19
								00002000
District 4	1001466	ERIC R PRUITT	Travel Reimbursement	REVENUE				27
								5.28
								19
								00001304
District 4	1001922	SANDUSKY SR CITIZENS PARK	Election clean up	GEN SVCS: ELECTIONS				40.00
								19
								00001618
District 4	1003631	CHARTER MEDIA	Air Quality Program	FINANCE ADMINISTRATION				17
								,338.60
								19
								00002142
District 4	1005369	PATTY TUMBUSH	Election Clean Up	GEN SVCS: ELECTIONS				40.
								00
								19
								00001614
District 4	1005859	WEST JEFFERSON MASONIC	Election Clean Up	GEN SVCS: ELECTIONS		40.00		1900001616
District 4	1006045	CHARLESTEAN LEWIS	Tuition Reimbursement	REVENUE		240.00	1900001397	
District 4	1006426	ELIJAH BAKER	Election Clean Up	GEN SVCS: ELECTIONS		40.00		1900001613
District 4	1018328	YVONNE POWELL	Tuition Reimbursement	SENIOR CITIZEN SERVICES		792.00		1900000299
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: LEEDS WWTP		25.38		1900001944
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: TURKEY CREEK WWTP		20.20		1900001997
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: VILLAGE ELECTRICAL SHOP 63.99	1900002002			
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: LEEDS WWTP		9.96		1900002154
District 5	1001063	HABITAT FOR HUMANITY	Refund of Sewer Impact Permit	ES: SANITATION ADMIN				1,790.00
						1900002156		
District 5	1001924	SAM HOGGE	S.Hogge, Vendor #1001924 Jeff State Tuition Refund	BD OF REGISTRARS		480.00		1900001267
District 5	1002301	NORFOLK SOUTHERN CORP	R/W for a 18-Inch Pipeline located in Bessemer	ES: SANITATION ADMIN				180.00
								190
								0002155
District 5	1003211	THE BANK OF NEW YORK	Bank of New York - 2003-C - Admin Fees	ES: SANITATION ADMIN		52,000.00		1900002005
District 5	1018678	DOUG HOLLYHAND REALTY INC	Refund of Sewer Impact Fees 6 Fixtures	ES: SANITATION ADMIN		1,340.00		1900002158
District 5	1018678	DOUG HOLLYHAND REALTY INC	Refund of Sewer Impact Fees 6 Fixtures	ES: SANITATION ADMIN		1,340.00		1900002159
District 5	1018678	DOUG HOLLYHAND REALTY INC	Refund of Sewer Impact Fees 6 Fixtures	ES: SANITATION ADMIN		1,340.00		1900002162
District 5	1018678	DOUG HOLLYHAND REALTY INC	Refund of Sewer Impact Fees 4 Fixtures	ES: SANITATION ADMIN		890.00		1900002164
District 5	1018678	DOUG HOLLYHAND REALTY INC	Refund of Sewer Impact Fees 6 Fixtures	ES: SANITATION ADMIN		1,340.00		1900002165
District 5	1018678	DOUG HOLLYHAND REALTY INC	Refund of Sewer Impact Fees 5.5 Fixtures	ES: SANITATION ADMIN		1,227.50		1900002157
District 5	1018678	DOUG HOLLYHAND REALTY INC	Refund of Sewer Impact Fees 6 Fixtures	ES: SANITATION ADMIN		1,340.00		1900002160
District 5	1018678	DOUG HOLLYHAND REALTY INC	Refund of Sewer Impact Fees 6 Fixtures	ES: SANITATION ADMIN		1,340.00		1900002163
District 5	1018678	DOUG HOLLYHAND REALTY INC	Refund of Sewer Impact Fees 6 Fixtures	ES: SANITATION A ADMIN		1,340.00		1900002166
Joint Responsibility	1000128	JEFF CO DEPUTY TREASURER	petty cash	SHER ENFORCE-BESSEMER				311.74
								190
Joint Responsibility	1000128	JEFF CO DEPUTY TREASURER	Petty Cash-Bessemer Sheriff	SHER ENFORCE-BESSEMER				0000646
								57.83
Joint Responsibility	1000128	JEFF CO DEPUTY TREASURER	Petty Cash-Bessemer Jail	SHER CORRECT-BESSEMER		124.20		1900001292
Joint Responsibility	1000128	JEFF CO DEPUTY TREASURER	Petty Cash-Bessemer Treasurer	TREASURER				25.00
								190
Joint Responsibility	1000193	JEFFERSON CO TREASURER	Petty Cash-Board of Equalization	BD OF EQUAL - BHAM STATE				0002269
								28.82
								190
Joint Responsibility	1000193	JEFFERSON CO TREASURER	Petty Cash-Sheriff's Office	SHERIFF ENFORCE-BIRMINGHAM		85.05		0001943
Joint Responsibility	1000193	JEFFERSON CO TREASURER	Petty Cash-Bessemer Jail	SHER CORRECT-BESSEMER				1900001946
								70.19
Joint Responsibility	1000313	JEFF CO SHERIFFS DEPT	Reimbursement Investigative Period	SHERIFF ENFORCE-BHAM		9,986.44		1900002276
Joint Responsibility	1000558	WESTERN STAR	Legal Advertise Required by Code of AL	TAX COLLECTOR-BESSEMER				2,576.16
								190
Joint Responsibility	1001326	MASSEY STOTSER & NICHOLS	Flood Mitigation Closing	NON-DEPT EXPENDITURES		100,464.66		0002189
Joint Responsibility	1002460	MICHAEL C DODD	Flood Mitigation Closing	NON-DEPT EXPENDITURES				1900002001
								94,400.00
								190
Joint Responsibility	1002460	MICHAEL C DODD	Flood Mitigation Closing	NON-DEPT EXPENDITURES				0001334
								109,835.41
								190
Joint Responsibility	1002460	MICHAEL C DODD	Flood Mitigation Closing	NON-DEPT EXPENDITURES				0001939
								145,471.75
								190
Joint Responsibility	10.06093	MARILYN KING	Tuition Reimbursement	DA BHAM				0001945
								540.00
								190
								0001343

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

General Services - Administration

Chief of Building Maintenance

Facilities Manager

Motion was made by Commissioner Smoot seconded by Commissioner Carns, that the Request for Certification be approved.

Voting "Aye" Smoot, Carns, Collins, Humphyres and Langford.

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION

1. General Services \$0

Delete a HVAC/Refrig Tech (Gr. 24) position and add a Chief of Building Maintenance (Gr. 25). Annual difference \$3,120.37 No Additional Funds Required.

2. General Services \$0

Delete an Asst. Director (Gr. 33) position and add a Facilities Manager (Gr. 30). Annual savings \$11,725.04. No Additional Funds Required.

Motion was made by Commissioner Humphyres seconded by Commissioner Smoot that the Budget Amendments be approved.

Voting "Aye" Humphyres, Smoot, Carns, Collins and Langford.

Sep-4-2007-1111

WHEREAS, Jefferson County executed the Affordable Housing Program Agreement with Regions Bank and the Federal Home Loan Bank of Atlanta (FHLBATL) on March 27, 2007 for the Jefferson County Rural Rehabilitation Program identified as AHP 06B0410 by the FHLBATL; and

WHEREAS, circumstances have arisen necessitating the withdrawal of Regions Bank from the Jefferson County Rural Rehabilitation Program as the Member Bank (Member of the FHLBATL); and

WHEREAS, New South Federal Savings Bank has agreed to be the Member Bank for the Jefferson County Rural Rehabilitation Program; and

WHEREAS, New South Federal Savings Bank, acting as the Member Bank for the Jefferson County Rural Rehabilitation Program, will enable Jefferson County to retain FHLB funding for this program at a level of \$500,000.00 to assist in the rehabilitation of 50 housing units owned and occupied by low income households living in United States Department of Agriculture eligible areas within the Jefferson County Community Development Consortium; and

WHEREAS, a letter to the FHLBATL supporting the change to New South Federal Savings Bank as the Member bank for the Jefferson County Rural Rehabilitation Program is required to facilitate the transfer.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins, is hereby authorized to sign the letter to the FHLBATL supporting the change to New South Federal Savings Bank as the Member Bank for the Jefferson County Rural Rehabilitation Program.

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

Sep-4-2007-1112

WHEREAS, a mortgage was executed by Mamie R. Powell dated September 27, 1995 and recorded in Real 1110 Page 711 in the Probate Office of Jefferson County, Alabama; and

WHEREAS, the owner(s) have fulfilled all obligations stipulated in the mortgage and have not defaulted on said mortgage and the loan has been repaid in full; and

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that a Full Satisfaction of Mortgage be executed to release and satisfy said mortgage.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute said Full Satisfaction of Mortgage on behalf of the County.

FULL SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, BETTYE FINE COLLINS, AS PRESIDENT OF JEFFERSON COUNTY COMMISSION FOR JEFFERSON COUNTY, ALABAMA, does hereby acknowledge full payment of the indebtedness secured by that certain Mortgage executed by Mamie R. Powell, dated September 27, 1995 and recorded in Real 1110 Page 711 in the Probate Office of Jefferson County, Alabama, and the undersigned does further hereby release and satisfy said Mortgage.

IN WITNESS WHEREOF, the undersigned, has caused these presents to be executed on this the 4th day of September, 2007.

Jefferson County, Alabama, a body politic

Bettye Fine Collins, President

Jefferson County Commission

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

Sep-4-2007-1113

BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins, be and she hereby is authorized, directed and empowered to execute an Agreement between Jefferson County, Alabama and Stout Architecture, Inc., Sub-chapter S Corporation for the provision of architectural services in connection with the Fairfield City Park Restroom Project (CD06-03F-B04M1-FCP). The fee for these services will be Thirteen Thousand Fifty Seven and 40/100 Dollars (\$13,057.40), and will be paid for in full with Federal funds. This project is from the Program Year 2006 funds.

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

Sep-4-2007-1114

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby commits to pay the total sum of \$200,000 to AT&T Corporation in economic development assistance for its expansion project in Jefferson County which includes an AT&T capital investment of approximately \$2,000,000 and the addition of approximately 367 new jobs with an estimated payroll of \$8,455,000. Provided, this commitment is further contingent on the State of Alabama and the City of Birmingham also committing the sum of \$200,000 each and further, the County commitment being paid in installments of \$75,000 at the end of the first year of operation, and \$75,000 at the end of the second year and \$50,000 at the end of the third year of operation, upon AT&T certification each year that the 367 new jobs are in place and any other conditions required by the Commission.

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

"Aye" Humphryes, Smoot, Carns, Collins and Langford.

Sep-4-2007-1115

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Adult and a Dislocated Worker Individual Training Account (ITA) Provider Agreement for Program Year 2007-2008 with the following organizations:

- | | |
|---------------------------------------|---|
| (a) Athena | (f) Lawson State Community College |
| (b) Alabama Benz Driving Academy | (g) New Horizons Computer Learning Center |
| (c) Beville State Community College | (h) Nursing Assistant Solutions |
| (d) Diverse Community Network, Inc. | (i) Truck Driver Institute, Inc. |
| (e) Jefferson State Community College | (j) Virginia College |

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

Sep-4-2007-1116

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the City of Birmingham to sell a Voter List CD for the Birmingham News (\$688.50), Voter List CD for Election Software and Systems Printer (\$688.50) and Voter List for the entire City for candidates (\$688.50) for the Municipal Election to be held on Tuesday, October 9, 2007.

CONTRACT FOR ELECTION SERVICES

This Agreement is entered into this _____ day of August, 2007, by and between Jefferson County, Alabama, political subdivision of the state of Alabama, (hereinafter called "the County"), and the City of Birmingham, Alabama, a municipal corporation, (hereinafter called "the City").

WHEREAS, the City's Mayoral Election will occur on October 9, 2007 and, if required, a run off election will occur on October 30, 2007; and

WHEREAS, the City desires to purchase certain election services from the County.

NOW THEREFORE IN CONSIDERATION OF THE ABOVE AND THE BELOW, the City and County do mutually agree as follows:

1. For the Election of October 9, 2007. The City shall pay to the County, in advance of the provision of any service or equipment, and no later than August 31, 2007 the following amounts herein specified:

- | | | |
|----|---|----------|
| a. | Voter List CD for the Birmingham News | \$688.50 |
| b. | Voter List CD for Election Software and Systems Printer | \$688.50 |
| c. | Voter List for the entire City for candidates | \$688.50 |

d. \$450 for each County voting machine requested by the City for use in the election. This does not include the provision of ballots or other printed materials which shall be acquired by the City separately from the vendor of such ballots and materials. The City requests a total of 236 County voting machines for a total cost of \$106,200.

e. \$100 for each laptop/electronic poll book (which shall contain a complete list of each voter's name, address and polling location) requested by the City for use in the election. The City requests a total of 79 laptop/electronic poll books (one for each of the 78 polling locations and one for the City Clerk) for a total cost of \$7,900.

f. \$15 for each cellular telephone requested by the City for use in the election. The City requests a total of 78 cell phones for a total cost of \$1,170.

2. Following receipt of the City's payment, the County shall deliver the voting machines to each polling location. The County shall provide the CD lists, electronic data, laptops and cell phones to the City Clerk who shall provide the County with a receipt therefor. The County shall provide election day service, program testing and the County shall provide assistance to the Birmingham Election Commission for canvassing all votes cast on the voting machines used for said election. The County shall further provide the City with the following at no additional cost:

- a. An absentee list.
- b. A permanent absentee list.
- c. A supplemental absentee list.
- d. A voter book list for each polling location.

3. Run Off Election of October 30, 2007. In the event of a run off election, the County will provide the same equipment and services under the same terms and conditions set forth, herein, provided the County receives full payment for such equipment and services no later than October 18, 2007.

4. The City hereby agrees to accept liability and responsibility for all the equipment and materials provided to the City hereby, upon delivery by the County; and City agrees to indemnify and reimburse the County for any loss or damage to the equipment and materials, including County's voting machines, computers or equipment, which occurs following delivery by the County and until pickup by the County following each election.

5. This contract contains the entire understanding of the parties hereto and no change of any term or provision of this contract shall be valid or binding unless this contract is amended by written instrument which has been executed or approved by the County and the City.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized representatives.

JEFFERSON COUNTY, ALABAMA

BETTYE FINE COLLINS, President

Jefferson County Commission

ATTEST:

Paula R. Smith, City Clerk

CITY OF BIRMINGHAM, ALABAMA

BERNARD KINCAID, Mayor

Approved as to form by the Law Dept.

Assistant City Attorney / Date

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

Sep-4-2007-1117

WHEREAS, Dina Foster wishes to be appointed to the Center Point Fire District Board of Trustees effective upon approval, to replace Barry Hodgins whose term has expired; and

WHEREAS, Dina Foster desires to serve on the Board.

NOW THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Dina Foster be appointed to the Center Point Fire District Board of Trustees for a five year term beginning upon approval and ending November, 2012.

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

Sep-4-2007-1118

BE IT HEREBY RESOLVED by the Jefferson County Commission that the Finance Director is authorized to pay the following amounts to the appropriate taxing jurisdictions for the Business Privilege Tax (Shares Tax Replacement) collected by the State of Alabama Department of Revenue for the fiscal year ending September 30, 2006

10050	Adamsville	3,631.69
14531	Bessemer Bd of Education	28,147.87

14531	Bessemer Bd of Education	51,217.46
10449	Bessemer	137,267.85
10516	Birmingham Bd of Education	573,469.74
10516	Birmingham Bd of Education	685,749.03
10516	Birmingham Bd of Education	439,031.99
10508	Birmingham	2,675,996.34
10640	Brighton	124.56
10622	Brookside	76.15
30677	Fairfield Bd of Education	6,335.91
30677	Fairfield Bd of Education	24,506.29
11332	Fairfield	43,799.38
11558	Graysville City of	958.41
14705	Homewood Bd of Education	34,807.43
14705	Homewood Bd of Education	58,324.62
14705	Homewood Bd of Education	36,571.51
11769	Homewood	140,970.16
11774	Hoover Bd of Education	78,613.68
11774	Hoover Bd of Education	96,432.95
11770	Hoover	156,646.29
11807	Hueytown	7,632.79
11900	Irondale	15,704.39
11953	Jeffco Bd of Education	108,821.66
11953	Jeffco Bd of Education	358,471.53
11953	Jeffco Bd of Education	456,627.46
12061	Kimberly	272.48
12136	Leeds	5,264.78
24127	Midfield Bd of Education	3,517.56
24127	Midfield Bd of Education	5,909.54
24127	Midfield Bd of Education	15,248.44
12408	Midfield	13,813.52
12471	Morris	375.62
25631	Mountain Brook Bd of Education	16,351.82
25631	Mountain Brook Bd of Education	27,264.43
25631	Mountain Brook Bd of Education	50,948.73
25631	Mountain Brook Bd of Education	42,931.75
12460	Mountain Brook	104,229.68
16628	Mt Olive Fire & Rescue District	2,369.85
12506	Mulga	27.02
12827	Pleasant Grove	1,357.15
13458	Sylvan Springs	21.12
14672	Tarrant City Bd of Education	21,234.25
14672	Tarrant City Bd of Education	14,479.05
13478	Tarrant	32,606.98
13571	Trussville	4,159.44
13702	Vestavia	105,774.26
25150	Vestavia Hills Bd of Education	31,892.43
25150	Vestavia Hills Bd of Education	47,073.26
13743	Warrior	<u>1,400.93</u>
		\$6,768,461.23

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

Sep-4-2007-1119

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Lerch Bates, Inc. to provide maintenance audits for all elevators in Jefferson County buildings in the amount of \$33,250 plus reimbursable expenses not to exceed \$2,500.

MAINTENANCE AUDIT
CONSULTING SERVICES PROPOSAL

I. BASIC VERTICAL TRANSPORTATION CONSULTING SERVICES

Lerch Bates Inc. agrees to provide Jefferson County Commission (Client) with the following consulting services for the various County Buildings as described in Attachment A (on file in the Minute Clerk's office):

- A. Review existing Maintenance Agreement(s) to determine the extent of coverage, Terms and Conditions, and pricing.
- B. Audit of the existing elevators will consist of the following:

1. Review the elevator machine room equipment to determine the level of preventive maintenance and operational quality. Observe operation of hoist machine, power unit, controller, power conversion unit, and governor. Overall machine room condition will be evaluated including quality of housekeeping, level of lubrication and state of repair.

2. Review elevator equipment in each hoistway to determine the level of preventive maintenance and operation. Observe operation of equipment including hoistway doors, interlocks, hangers, and door gibs. Evaluate quality of housekeeping, level of lubrication and state of repair.

3. Review pit equipment for condition, level of preventive maintenance, and cleanliness.

4. Test elevator emergency communication and signaling devices for accessibility and proper operation.

5. Measure and/or evaluate elevator performance to determine efficiency and level of adjustment as compared with design capability and Lerch Bates standards. Measurement and evaluation will include the following:

- a. Floor-to-floor time.
- b. Car speed.
- c. Door open/close times.
- d. Short/long door hold open times.
- e. Reduction of door hold/open times.
- f. Acceleration/deceleration quality.
- g. Ride quality.
- h. Stopping zone accuracy.

C. Provide immediate verbal and written notification to onsite Client personnel and Maintenance Contractor, when the review reveals major deferred maintenance, critical repairs or safety conditions requiring immediate corrective action.

D. Reports

1. Submit written Executive Summary to Client. This summary will include the following:

a. Overview of the current level of maintenance and repair, including opinion of probable cost to correct all noted deficiencies covered under the terms of the Maintenance Agreement.

b. Summary of work requiring the immediate attention of the Maintenance Contractor, under the terms of the Maintenance Agreement.

c. Maintenance rating for housekeeping, lubrication, repairs, adjustments and performance.

d. List of conditions requiring immediate corrective action by Client.

2. Submit a detailed Maintenance Contractor's Deficiency List to Client with the Executive Summary Report. The report will include the following:

a. List of deficiencies to be addressed and resolved under the terms of the Maintenance Agreement.

b. A Performance Review Form for each unit which lists all quantitative data collected and compares the data with design capability and Lerch Bates standards. Any performance deficiencies noted will be transferred to the Maintenance Contractor's Deficiency List.

c. A format requesting Maintenance Contractor's estimated completion date; actual completion date; initials of individual completing the work; and verification of completion of each maintenance and performance deficiency. If requested by Client, submit the Maintenance Contractor's Deficiency List to the Contractor.

E. Follow-Up Review

1. After notification from Client, and not to exceed 30 days after the initial review, a followup review of the Maintenance Contractor's Deficiency List will be scheduled by Lerch Bates within 15 working days. The Contractor will provide Client and Lerch Bates with a current updated copy of the initial Deficiency List.

2. Lerch Bates will verify that each deficiency item which has been dated and initialed as completed by Contractor has been resolved satisfactorily.

F. Telephone Consultation

Lerch Bates will provide telephone consultation on matters relating to elevator and/or escalator equipment covered by the scope of services. Extra services beyond the telephone dialogue (investigation, analysis study, reports, etc.) must be authorized in writing by Client and will be billed at the Lerch Bates hourly rates.

II. FEES AND EXPENSES

A. Maintenance Audits shall performed per Schedule "A" and billed as follows

Initial Audits \$28,262.00

Follow Up Review \$4,988.00

B. Reimbursable Expenses

1. Travel expense, lodging, meals, parking, special document reproduction, photographic reproduction, special

document handling, any applicable local service/sales tax, and other authorized expenses are not included in the Agreement fee and will be billed at cost not to exceed \$2,500.

C. Invoice Payment and Interest on Unpaid Amount

Lerch Bates will submit invoices monthly. Invoices are due upon receipt and considered past due if not paid within thirty (30) days of invoice date. If payment in full is not received by Lerch Bates within sixty (60) calendar days of invoice date, invoices will bear interest at one and one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the unpaid amount per month, which will be calculated from the invoice date. Payment thereafter will first be applied to accrued interest and then to the unpaid principal.

D. Termination of Services

Lerch Bates reserves the right to terminate this agreement upon seven days advance notice in the event Client fails to perform, including failure to make timely payment of invoices. Lerch Bates may, at its option, suspend work in the event payments are not received and will have no liability for any delay caused thereby.

E. Documents

All documents furnished by Lerch Bates are instruments of service and shall remain the sole property of Lerch Bates. Lerch Bates shall retain all common law, statutory and other reserved rights, including the copyright thereto. They are to be used only for this project and are not to be modified, distributed or used for any other project, in whole or in part, except with the written authorization of Lerch Bates. Lerch Bates accepts no liability for any unauthorized use or modification of these documents.

F. Additional Services

Lerch Bates services exceeding the scope of the basic services will be considered additional services and will be provided based upon a mutually agreeable fee and terms, or at Lerch Bates hourly rates.

Lerch Bates Hourly Rates

Principal	\$200
Project Manager	\$175
CADD Operator	\$ 75
Clerical	\$ 50

G. Insurance

See attached sample Lerch Bates Certificate of Insurance. Insurance Certificates for this project will be provided to the Client upon execution of this agreement. In the event of insurance cancellation, the Client will be given thirty (30) days' written notice.

III. TERMS AND CONDITIONS

A. Lerch Bates Responsibilities

1. Confirmation of Verbal Authorization: Until such time that a written agreement is concluded, we will proceed based upon the terms of this proposal, including the Basic Services, Compensation, Reimbursable Expenses and Terms and Conditions therein. If that process is not acceptable to you, please notify Lerch Bates Inc., immediately in writing.
2. Standard of Care: Lerch Bates services will be performed with that degree of skill and care ordinarily exercised by other consultants providing similar services under the same or similar circumstances and in the same locale. Lerch Bates makes no other warranty, express or implied.
3. Cost Estimates: Lerch Bates opinions of probable cost, if any, will be based on training and experience. However, Lerch Bates does not have control over contractor's costs of labor or materials, or other conditions affecting market pricing, and accordingly Lerch Bates does not warrant its opinions, nor that contractors' actual or quoted costs will not vary from that opinions of probable cost.
4. Submittal Review: Lerch Bates review of shop drawings and other submittals will be for conformance with the general intent of the Lerch Bates. Documents, and action taken or comments made by Lerch Bates shall not create or transfer responsibility for the content of such submittals. Responsibility will remain with the contractor or the party preparing said submittals.
5. Review of Pay Applications: Lerch Bates review of the contractor's applications for payment, if any, will constitute Lerch Bates opinion based on its review of the work in progress but will neither be a warranty nor a representation that the contractor has appropriately applied payments for any purpose of the contractor's work.
6. Site Services: Lerch Bates construction phase site services are intended to determine if the work is proceeding in general conformance with the intent of the Lerch Bates documents; notwithstanding the performance of said services, Lerch Bates shall not be responsible nor liable for the contractor's means, methods, techniques, sequences or procedures, nor for job site safety programs, which remain the sole responsibility of the Client's contractor(s).
7. Matters Outside Parties' Control: Client acknowledges that Lerch Bates, by undertaking this engagement, assumes no obligation or responsibility to Client or its employees, guests, customers, suppliers or vendors, or any other person whatsoever, for prevention or mitigation of property damage, personal or bodily injury, loss detention, or delay caused by accidents, strikes, lockouts and

any other cause including those resulting from force majeure.

8. Schedule: Lerch Bates will perform its services as expeditiously as is consistent with professional care and diligence. Lerch Bates shall not be responsible or liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts, or by any other cause which is unavoidable or beyond Lerch Bates control, to include any event for consequential damages of any kind or nature.

9. Use of Equipment: Lerch Bates shall have no responsibility for property damage or personal or bodily injury occurring while in, on, or about the equipment which is the subject of this agreement, or for the consequences of such damage or injury.

10. Code Opinions: Client acknowledges that Lerch Bates recommendations, interpretations, opinions, and conclusions regarding requirements of applicable codes, ordinances, laws and regulations shall be based on the current versions of said authorities as they exist at the time of the site review and may not reflect versions existing before or after the date of the review.

11. Maintenance: Client also acknowledges that preventive maintenance is required on all mechanical and electrical systems to assure safe, proper, and consistent operation of the equipment, and that as between Client and Lerch Bates said preventive maintenance is Client's sole responsibility.

12. Client Information: Client is responsible for providing, at its expense, to Lerch Bates such information as may be necessary to facilitate Lerch Bates services herein; and, Lerch Bates shall be entitled to rely on all Client-supplied information being current, complete, and accurate, regardless of the original source.

13. Mediation: In the event of any dispute, claim, or demand arising from this Agreement or the services hereunder, a condition precedent to the commencement of litigation thereon shall be the parties' goodfaith mediation using a neutral mediator selected by mutual agreement of the parties. No action shall be filed or commenced in any court until 30 days after the completion of mediation. The costs and fees of a mediator shall be divided among the parties equally.

14. Extent of Agreement: This agreement, when executed by authorized representatives of both Lerch Bates and Client, constitutes the Contract between the parties hereto and all prior representations or agreements, oral or written, not expressly incorporated herein, are superseded.

15. This Agreement shall be governed by the state laws of the local Lerch Bates office, and all actions pertaining to or arising out of this Agreement shall be filed in the county of the local Lerch Bates office.

16. This proposal expires thirty (30) days from the submission date.

FOR: The Jefferson County Commission

ACCEPTED

Bettye Fine Collins

President

FOR: LERCH BATES INC.

ACCEPTED

Timothy J. Mur

Project Manager

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

Sep-4-2007-1120

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Lerch Bates, Inc. to perform annual state elevator inspection for all elevators in Jefferson County buildings located outside Birmingham city limits in the amount of \$1,875.

CODE CERTIFICATION INSPECTION CONSULTING SERVICES PROPOSAL

I. BASIC VERTICAL TRANSPORTATION CONSULTING SERVICES

Lerch Bates Inc. (Lerch Bates) agrees to provide Jefferson County (Client) with the following consulting services for the various County Buildings as described in Attachment A:

A. Lerch Bates will witness, as the Certified Elevator Inspector (CEI), the onsite test as performed by the elevator contractor in accordance with the requirements of ASME A17.3, Safety Code for Elevators and Escalators, and supplements based upon the current version(s) adopted by the local Governmental Authority.

B. A written report confirming findings will be submitted on the appropriate forms to the client and the Code Enforcing Authority.

II. FEES AND EXPENSES

A. The annual fee schedule shall be as follows:

1. Annual (Periodic) Test: \$75.00 Per Unit

B. Reimbursable Expenses

1. There will be no expenses billed to this project. These inspections will be completed simultaneously with the Annual Maintenance Audits, billed under a separate Lerch Bates project.

C. Invoice Payment and Interest on Unpaid Amount

Lerch Bates shall submit invoices monthly. Invoices are due upon receipt and considered past due if not paid within thirty (30) days of invoice date. If payment in full is not received by Lerch Bates within sixty (60) calendar days of invoice date, invoices shall bear interest at one and one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the unpaid amount per month, which shall be calculated from the invoice date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

D. Termination of Services

Lerch Bates reserves the right to terminate this agreement upon seven days advance notice in the event Client fails to perform, including failure to make timely payment of invoices. Lerch Bates may, at its option, suspend work in the event payments are not received and will have no liability for any delay caused thereby.

E. Documents

All documents furnished by Lerch Bates are instruments of service and shall remain the sole property of Lerch Bates. Lerch Bates shall retain all common law, statutory and other reserved rights, including the copyright thereto. They are to be used only for this project and are not to be modified, distributed or used for any other project, in whole or in part, except with the written authorization of Lerch Bates. Lerch Bates accepts no liability for any unauthorized use or modification of these documents.

F. Additional Services

Lerch Bates services exceeding the scope of the basic services shall be considered additional services and shall be provided based upon a mutually agreeable fee and terms or upon the following Lerch Bates hourly rate schedule.

Lerch Bates Hourly Rates

Principal \$200

Project Manager \$175

CADD Operator \$ 75

Clerical \$ 50

G. Insurance

See attached sample Lerch Bates Certificate of Insurance. Insurance Certificates for this project will be provided to the Client upon execution of this agreement.

III. TERMS AND CONDITIONS

A. Lerch Bates Responsibilities

1. Confirmation of Verbal Authorization: Until such time that a written agreement is concluded, we will proceed based upon the terms of this proposal, including the Basic Services, Compensation, Reimbursable Expenses and Terms and Conditions therein. If that process is not acceptable to you, please notify Lerch Bates Inc., immediately in writing.

2. Standard of Care: Lerch Bates services will be performed with that degree of skill and care ordinarily exercised by other consultants providing similar services under the same or similar circumstances and in the same locale. Lerch Bates makes no other warranty, express or implied.

3. Cost Estimates: Lerch Bates opinions of probable cost, if any, will be based on training and experience. However, Lerch Bates does not have control over contractor's costs of labor or materials, or other conditions affecting market pricing, and accordingly Lerch Bates does not warrant its opinions, nor that contractors' actual or quoted costs will not vary from that opinions of probable cost.

4. Submittal Review: Lerch Bates review of shop drawings and other submittals will be for conformance with the general intent of the Lerch Bates. Documents, and action taken or comments made by Lerch Bates shall not create or transfer responsibility for the content of such submittals. Responsibility will remain with the contractor or the party preparing said submittals.

5. Review of Pay Applications: Lerch Bates review of the contractor's applications for payment, if any, will constitute Lerch Bates opinion based on its review of the work in progress but will neither be a warranty nor a representation that the contractor has appropriately applied payments for any purpose of the contractor's work.

6. Site Services: Lerch Bates construction phase site services are intended to determine if the work is proceeding in general conformance with the intent of the Lerch Bates documents; notwithstanding the performance of said services, Lerch Bates shall not be responsible nor liable for the contractor's means, methods, techniques, sequences or procedures, nor for job site safety programs, which remain the sole responsibility of the Client's contractor(s).

7. Matters Outside Parties' Control: Client acknowledges that Lerch Bates, by undertaking this engagement, assumes no obligation or responsibility to Client or its employees, guests, customers, suppliers or vendors, or any other person whatsoever, for prevention or mitigation of property damage, personal or bodily injury, loss detention, or delay caused by accidents, strikes, lockouts and any other cause including those resulting from force majeure.

8. Schedule: Lerch Bates will perform its services as expeditiously as is consistent with professional care and diligence. Lerch Bates shall not be responsible or liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts, or by any other cause which is unavoidable or beyond Lerch Bates control, to include any event for consequential damages of any kind or nature.

9. Use of Equipment: Lerch Bates shall have no responsibility for property damage or personal or bodily injury occurring while in, on, or about the equipment which is the subject of this agreement, or for the consequences of such damage or injury.

10. Code Opinions: Client acknowledges that Lerch Bates recommendations, interpretations, opinions, and conclusions regarding requirements of applicable codes, ordinances, laws and regulations shall be based on the current versions of said authorities as they exist at the time of the site review and may not reflect versions existing before or after the date of the review.

11. Maintenance: Client also acknowledges that preventive maintenance is required on all mechanical and electrical systems to assure safe, proper, and consistent operation of the equipment, and that as between Client and Lerch Bates said preventive maintenance is Client's sole responsibility.

12. Client Information: Client is responsible for providing, at its expense, to Lerch Bates such information as may be necessary to facilitate Lerch Bates services herein; and, Lerch Bates shall be entitled to rely on all Client-supplied information being current, complete, and accurate, regardless of the original source.

13. Mediation: In the event of any dispute, claim, or demand arising from this Agreement or the services hereunder, a condition precedent to the commencement of litigation thereon shall be the parties' good-faith mediation using a neutral mediator selected by mutual agreement of the parties. No action shall be filed or commenced in any court until 30 days after the completion of mediation. The costs and fees of a mediator shall be divided among the parties equally.

14. Extent of Agreement: This agreement, when executed by authorized representatives of both Lerch Bates and Client, constitutes the Contract between the parties hereto and all prior representations or agreements, oral or written, not expressly incorporated herein, are superseded.

15. This Agreement shall be governed by the state laws of the local Lerch Bates office, and all actions pertaining to or arising out of this Agreement shall be filed in the county of the local Lerch Bates office.

16. This proposal expires thirty (30) days from the submission date.

FOR: Jefferson County Commission

ACCEPTED

Bettye Fine Collins

President

FOR: LERCH BATES INC.

ACCEPTED

Timothy J. Mur

Project Manager

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

Sep-4-2007-1121

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute this application for a sub grant from the Administrative Office of Courts in the amount of \$50,000.00. This is to be used to fund Jefferson County Family Court's participation in the Annie E. Casey Foundation's Juvenile Detention Alternatives Initiative project.

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

Sep-4-2007-1122

WHEREAS, the Jefferson County Commission on October 31, 2006 authorized payment to Haskell Slaughter Young and Rediker, LLC in the amount of \$536,164.63 and to Maynard Cooper and Gale, P.C. in the amount of \$42,500 for legal services and expenses incurred in the defense of Jefferson County in the litigation (Chism v. Jefferson County) challenging the validity of the County's Limited Obligation School Warrants, Series 2004-A, 2005-A and 2005-B; and

WHEREAS, those legal services were recorded as expenditures in the County's General Fund; and

WHEREAS, the Jefferson County Commission desires to record those legal services as expenditures in the Limited Obligation School Warrant Fund.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Finance Director is hereby authorized and directed to record the legal services expenditures referenced above as expenditures in the Limited Obligation School Warrant Fund.

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

Sep-4-2007-1123

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-2007-033 Ruth Garrett, Brenda Sands and Chris Sands Construction Inc., owners; David Null, agent. Change of zoning on Parcel ID#s 14-17-1-0-3.1, 5 and 6 in Section 17 Twp 16 Range 3 West from A-1 (Agriculture) to R-G (Single Family) for a single family residential subdivision. (Case Only: 4790 New Found Road, Mount Olive, AL 35117) (MOUNT OLIVE) (6 Acres M/L)

RECOMMENDED CONDITION: Rezoning shall be contingent upon submission and approval of a preliminary drainage analysis by the Department of Roads & Transportation.

Motion was made by Commissioner Carns seconded by Commissioner Humphryes that Z-07-033 be approved. Voting "Aye" Carns, Humphryes, Collins, Langford and Smoot.

Sep-4-2007-1124

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.

Amendment A to the original grant agreement with the Alabama Department of Public Health to include an additional \$20,000 in grant funds (from \$17,500 to \$37,500) for the purchase of a refrigerated mobile mortuary unit.

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

Sep-4-2007-1125

Communication was read from Roads & Transportation recommended the following;

1. AT&T (BellSouth) to install 420' of 4" water main at Warrior Trafford Road and Mosley Street in Warrior.
2. Trussville Utilities to install 4,710' of 16" and 2,055' of 12" water main at Green Drive and Trussville Clay Road.
3. Bright House Network to install 2,400' of CATV service in Oxmoor Ridge (Phase I of 2-3).

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

Sep-4-2007-1126

A RESOLUTION IDENTIFYING SURPLUS COUNTY EQUIPMENT AND
AUTHORIZING THE DISPOSAL OF SAID EQUIPMENT VIA SALE TO SCRAP YARD

WHEREAS, the County Fleet Manager has determined that the following list of retired rolling stock and/ or miscellaneous equipment to be surplus, all salvageable parts have been used, and of no further use to the County.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following County assets are hereby declared to be surplus property removed from the fixed assets inventory and disposed of via sale to a local scrap yard

Vehicle	Description	VIN #	Asset #
A976099	SEDAN 4 DR C V G/W 97	2FALP71 W2VX188491	971497
A036047	SEDAN 4 DR C V G/W 03	2FAFP71 W23X107970	021330
A036040	SEDAN 4 DR C V G/W 03	2FAFP71 W53X107980	021323

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

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

Sep-4-2007-1127

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

WHEREAS, the County Fleet Manager has determined that unit B944001 be retired due to condition of the unit.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that retired unit, B984302, be placed back into service replacing the above referenced unit for use by Central Laundry.

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

Sep-4-2007-1128

RESOLUTION AUTHORIZING CONDEMNATION OF THE FOLLOWING DESCRIBED PROPERTIES FOR THE PUBLIC PURPOSES SPECIFIED:

BE IT RESOLVED BY THE JEFFERSON COUNTY Commission that the said Commission finds, determines, declares and hereby orders that:

1. The Public interest and necessity require the acquisition, construction and completion by Jefferson County, Alabama of a public improvement, namely Mt Olive Rd @ Newfound Rd @ Mt Olive-Brookside Rd Topics Phase VII Site 1 - Road #248 - Tracts No. 1, 6, 8, 9 and 11. The public interest and necessity require the acquisition of said improvement of the real property, or interest in real property hereinafter described.

2. It is necessary and in the public interest for Jefferson County, Alabama to construct, install and maintain Mt Olive Rd @ Newfound Rd @ Mt Olive-Brookside Rd - Topics Phase VII Site 1 - Road #248 - Tracts No. 1, 6, 8, 9 and 11 in, over, on or under the hereinafter described lands, and the right to remove all improvements, trees, undergrowth and other obstructions situated on said lands, and also the right-to-enter upon said lands for the purpose of constructing, maintaining and repairing the said public improvement constructed or installed thereon, thereover, or thereunder.

3. That the County Attorney of Jefferson County hereby is, authorized, directed and empowered:

(a) To prepare, institute and prosecute for and in the name of Jefferson, County Alabama, condemnation proceedings pursuant to the constitution and statutes of the State of Alabama against the persons hereinafter named and the property hereinafter described and any and all other persons who own or are reputed to own, claim or assert any right, title or interest in or to the herein described property.

(b) To prepare, secure, execute and file any bonds necessary for security for costs or to obtain a right-of-entry to said property

pending final disposition of said cause, and to appeal from any other of condemnation that may be entered in the Probate Court of Jefferson County, Alabama to the Circuit Court of Jefferson County, Alabama in respect to any parcel in the event any award made in the Probate Court in said cause as to said parcel may in the opinion of this Commission be excessive.

4. The property or interest in property which said County Attorney is by this Resolution authorized and directed to acquire for said public use is situated in Jefferson County, Alabama and the owner or owners of said property or the claimants of some right, title or interest therein are set out below, each of said individual persons so named being over the age of twenty-one (21) years, a resident of Jefferson County, Alabama and each corporation named being an Alabama Corporation unless otherwise specifically set out, each said party residing or having its principal place of business at the address set opposite their names.

Said proceedings to acquire and obtain for Jefferson County, Alabama an easement or right-of-way to install, construct and maintain Mt Olive Rd @ Newfound Rd @ Mt Olive-Brookside Rd - Topics Phase VII Site 1 - Road #248 - Tracts No. 1, 6, 8, 9 and 11 in, over, upon or under the following described lands and the right to remove all improvements, trees, undergrowth or other obstruction situated on said property, and the right to prevent any person from placing or maintaining any obstruction of said lands and also the right to enter upon said lands for the purpose or constructing, maintaining, and repairing the public improvements installed or construction on, under, upon said lands described as follows:

Tract 1

Michael T. and Kristin F. Fetner (A/K/A Kristen F. McGill)
3129 Mt. Olive Road
Mt. Olive, Al 35117

GMAC Mortgage Corporation
3451 Hammond Avenue
Waterloo, IA 50702

Commence at the SE corner of the NW 1/4 of the NE 1/4 of Section 5, Township 16 South Range 3 West and run northerly along the east line of said quarter-quarter section a distance of 512.05 feet; thence turn an angle of 68°22' 14" to the left and run North 59°39' 03" West a distance of 205 feet to the Point of Beginning of a permanent drainage easement of variable widths being bounded on the southwesterly side by the existing right-of-way of Mount Olive Road and bounded on the northeasterly side by a line being 28.7 feet northeasterly of at this point and increasing to a point 42 feet northeasterly of 55.7 feet ahead; thence continue on last described course in a northwesterly direction a distance of 55.7 feet. At this point, the right-of-way becomes bounded on the northeasterly side by a line lying 80 feet northeasterly of and parallel to the following described line; thence continue along last described course in a northwesterly

direction a distance of 1.75 feet to the Point of Beginning of a curve to the right having a central angle of 26°20' 46.5" and a radius of 984.25 feet; thence continue northwesterly along the arc of said curve a distance of 7 feet more or less to an intersection with a southwesterly extension of Grantor's northwesterly property line and the end of this permanent drainage easement.

Also two parcels of temporary construction easement more particularly described as follows:

Parcel No. 1

Commence at the SE corner of the NW 1/4 of the NE 1/4 of Section 5, Township 16 South Range 3 West and run northerly along the east line of said quarter-quarter section a distance of 512.05 feet; thence turn an angle of 68°22' 14" to the left and run North 59°39' 03" West a distance of 152.54 feet to the Point of Beginning of a temporary construction easement of variable widths being bounded on the southwesterly side by the existing right-of-way of Mount Olive Rd. and bounded on the northeasterly side by a line being 28.7 feet northeasterly of at this point and increasing to a point 50 feet northeasterly of and parallel to the following described line 108.17 feet ahead; thence continue on last described course in a northwesterly direction a distance of 52.47 feet. At this point, the temporary construction easement is bounded on the southwesterly side by the permanent drainage easement as described above; thence continue on last described course in a northwesterly direction a distance of 55.7 feet being Point "A" for future reference and the end of this parcel of temporary construction easement.

Parcel No. 2

Commence at Point "A" as described in Parcel No. 1 above for a Point of Beginning of a temporary construction easement of variable widths being bounded on the southwesterly side by the permanent drainage easement as described above and bounded on the northeasterly side by a line lying 98.5 feet northwesterly of and parallel to the following described line; thence run northwesterly along previously described course a distance of 1.75 feet to the Point of Beginning of a curve to the right having a central angle of 26°20' 46.50" and a radius of 984.25 feet; thence run northwesterly along the arc of said curve a distance of 7 feet more or less to a southwesterly extension of Grantor's northwesterly property line and the end of this parcel of temporary construction easement.

All of said permanent drainage easement and temporary construction easement lies in the NW 1/4 of the NE 1/4 of Section 5, Township 16 South, Range 3 West and the permanent drainage easement contains 0.02 acres, more or less, and the temporary construction easement contains 0.02 acres, more or less.

This temporary construction easement will terminate upon the completion and acceptance of said project and thereafter will constitute no cloud on the title of Grantor.

Tract 6

Howard E. Duncan 3/4 interest
1664 Brookside Road
Mt. Olive, Al 35117
Evelyn Joan Dabbs 1/4 interest

Life Estate of Ivery Duncan

Two parcels of right-of-way more particularly described as follows:

Parcel No. 1

Commence at the SE corner of the NW 1/4 of the NE 1/4 of Section 5, Township 16 South Range 3 West and run northerly along the east line of said quarter-quarter section a distance of 512.05 feet; thence turn an angle of 68°22' 14" to the left and run North 59°39' 03" West a distance of 262.56 feet to the Point of Beginning of a curve to the right having a central angle of 26°20' 46.5" and a radius of 984.25 feet; thence run northwesterly along the arc of said curve a distance of 182 feet more or less to a northerly extension of Grantor's easterly property line and the Point-of-Beginning of a right-of-way of variable widths being bounded on the southwesterly side by a line being 42 feet southwesterly of at a point 48 feet back and running to a point 80 feet southwesterly of the following described line 129.16 feet ahead; thence continue along the arc of said curve in a northwesterly direction a distance of 116 feet. At this point the right-of-way is bounded on the northeasterly side by a northerly property line of Grantor; thence continue along the arc of said curve a distance of 13.16 feet. At this point, the right-of-way is bounded on the southwesterly side by a line lying 80 feet southwesterly of and parallel to the following described line; thence continue northwesterly along arc of said curve a distance of 22 feet to the end of this parcel of right-of-way.

Parcel No. 2

Commence at the SE corner of the NW 1/4 of the NE 1/4 of Section 5, Township 16 South Range 3 West and run northerly along the east line of said quarter-quarter section a distance of 512.05 feet; thence turn an angle of 68°22' 14" to the left and run North 59°39' 03" West a distance of 492.93 feet; thence turn an angle of 26°20' 46.5" to the right and run northwesterly a distance of 241.85 feet; thence turn an angle of 92°35' 31" to the left and run southwesterly a distance of 48.49 feet to the Point of Beginning of a curve to the left having a central angle of 38°25' 10.36" and a radius of 410.10 feet; thence run southwesterly along the arc of said curve a distance of 148 feet to the Point of Beginning of a right-of-way of variable widths being bounded on the southeasterly side by a northerly property line of Grantor and bounded on the northwesterly side by the existing right-of-way of Newfound Road; thence continue southwesterly along the arc of said curve a distance of 127 feet to the end of said curve. At this point, the right-of-way is bounded on the southeasterly side by a line being 50 feet southeasterly of at this point and reducing to a point 22 feet southeasterly of and parallel to the following described line 68.5 feet ahead; thence run southerly along extended tangent of said curve a distance of 68.5 feet and the end of this parcel of right-of-way.

All of said right-of-way lies in the NW 1/4 of the NE 1/4 of Section 5, Township 16 South, Range 3 West and contains 0.31 acres, more or less.

Tract 8

Howard Edward and Mary Catherine Duncan
1664 Brookside Road
Mt. Olive, Al 35117

Two parcels of right-of-way more particularly described as follows:

Parcel No. 1

Commence at the SE corner of the NW 1/4 of the NE 1/4 of Section 5, Township 16 South Range 3 West and run northerly along the east line of said quarter-quarter section a distance of 512.05 feet; thence turn an angle of 68°22' 14" to the left and run North 59°39' 03" West a distance of 262.56 feet to the Point of Beginning of a curve to the right having a central angle of 26°20' 46.5" and a radius of 984.25 feet and a length of curve being 452.59 feet; thence run northwesterly along the arc of said curve a distance of 316 feet more or

less to an easterly extension of Grantor's southerly property line and the Point of Beginning of a right-of-way of variable widths being bounded on the southwesterly side by the southerly property line of Grantor and bounded on the northeasterly side by the existing right-of-way of Mount Olive Road; thence continue northwesterly along the arc of said curve a distance of 31 feet. At this point, the right-of-way is bounded on the southwesterly side by a line lying 80 feet southwesterly of and parallel to the following described line; thence continue northwesterly along the arc of aforementioned curve a distance of 16 feet. At this point, the right-of-way is bounded on the southwesterly side by a line being 80 feet southwesterly of at this point and increasing to a point 100 feet southwesterly of the following described line 30 feet ahead; thence continue along arc of aforementioned curve in a northwesterly direction a distance of 30 feet to point "A" for future reference and the end of this parcel of right-of-way.

Parcel No. 2

Commence at Point "A" as described in Parcel No. 1 above and from the previously described course run northwesterly along arc of aforementioned curve a distance of 59.59 feet to the end of said curve; thence run North 33°18' 17" West a distance of 11.47 feet along the extended tangent of said curve; thence turn an angle of 92°35' 31" to the left for the Point of Beginning of a right-of-way of variable widths being bounded on the southeasterly side by the right-of-way as described in Parcel No. 1 above and bounded on the northwesterly side by the existing right-of-way of Newfound Road; thence run South 54°06' 11" West a distance of 48.49 feet to the Point of Beginning of a curve to the left having a central angle of 38°25' 10.36" and a radius of 410.10 feet; thence run southwesterly along the arc of said curve a distance of 58 feet. At this point, the right-of-way is bounded on the southeasterly side by a line lying 65 feet southeasterly of and parallel to the following described line; thence continue southwesterly along the arc of said curve a distance of 90 feet. At this point, the right-of-way is bounded on the southeasterly side by the southerly property line of Grantor; thence continue southeasterly along the arc of aforementioned curve a distance of 57 feet to the end of this right-of-way.

All of said right-of-way lies in the NW ¼ of the NE ¼ of Section 5, Township 16 South, Range 3 West and contains 0.928 acres.

Tract 9

Drummond Coal Company, Inc
Attn: David Bowers
3000 Highway 78 East
Jasper, AL 35502

Parcel No. 1

Commence at the SE corner of the NW ¼ of the NE ¼ of Section 5, Township 16 South Range 3 West and run northerly along the east line of said quarter-quarter section a distance of 512.05 feet; thence turn an angle of 68°22' 14" to the left and run North 59°39' 03" West a distance of 492.93; thence turn an angle of 26°20' 46.5" to the right and run northwesterly a distance of 241.85 feet; thence turn an angle of 92°35' 31" to the left and run South 54°06' 11" West a distance of 48.49 feet to the Point of Beginning of a curve to the left having a central angle of 38°25' 10.63" and a radius of 410.10 feet; thence run southwesterly along the arc of said curve a distance of 134.09 feet to the Point-of-Beginning of a right-of-way of variable widths being bounded on the southeasterly side by the northwesterly right-of-way of Newfound Road and bounded on the northwesterly side by a line lying 65 feet northwesterly of and parallel to the following described line; thence continue southwesterly along the arc of aforementioned curve a distance of 140.91 feet to the end of said curve. At this point, the right-of-way begins to reduce to a point 28 feet southwesterly of and perpendicular to the following described line 68.5 feet ahead; thence run southwesterly along extended tangent of said curve a distance of 68.5 feet to the end of this parcel of right-of-way.

Parcel No. 2

Commence at the NW corner of the NE ¼ of Section 5, Township 16 South Range 3 West and run easterly along the north line of said quarter section a distance of 302.21 feet; thence turn right an angle of 64°38' 15" tangent to a curve to the left having a central angle of 41°12' 31.14" and a radius of 574.147 feet; thence run southeasterly along the arc of said curve a distance of 185.19 feet to the end of said curve; thence run southeasterly along extended tangent of said curve a distance of 37.26 feet; thence turn an angle of 123°55' 15.51" to the right and run westerly a distance of 18 feet to the Point-of-Beginning of a right-of-way of variable widths being bounded on the northerly side by the southerly right-of-way line of Brookside Road and bounded on the southerly side by a line lying 65 feet southerly of and parallel to the following described line; thence continue on last described course in a westerly direction a distance of 146 feet to the end of this parcel of right-of-way.

Parcel No. 3

Commence at the NW corner of the NE ¼ of Section 5, Township 16 South Range 3 West and run easterly along the north line of said quarter section a distance of 302.21 feet; thence turn an angle of 64°38' 15" to the right tangent to a curve to the left having a central angle of 41°12' 31.14" and a radius of 574.147 feet; thence run southeasterly along the arc of said curve a distance of 185.19 feet to the end of said curve; thence run southeasterly along extended tangent of said curve a distance of 37.26 feet; thence turn an angle of 123°55' 15.51" to the right and run westerly a distance of 52 feet; thence turn an angle of 90° to the left and run southerly a distance of 65 feet to the southerly right-of-way line as described in Parcel No. 2 above and the Point of Beginning of a parcel of right-of-way herein described; thence turn an angle of 50° to the left and run southeasterly a distance of 62 feet more or less to the westerly right-of-way line of Newfound Road; thence turn an angle to the left and run northerly along said right-of-way line a distance of 44 feet more or less to the intersection with the southerly right-of-way line as described in Parcel No. 2 above; thence turn an angle to the left and run westerly along said right-of-way line a distance of 31 feet more or less to the Point of Beginning for a triangular parcel of right-of-way herein described.

All of said right-of-way lies in the NW ¼ of the NE ¼ of Section 5, Township 16 South, Range 3 West and contains 0.2 acres, more or less.

Tract 11

Mark Randall Ward
1609 Kathy Lane
Fultondale, AL 35068

Commence at the SW corner of the SE ¼ of Section 32, Township 15 South Range 3 West and run easterly along the south line of said quarter section a distance of 302.21 feet; thence turn an angle of 115°21' 45" to the left tangent to a curve to the right having a central angle of 41°12' 31.14" and a radius of 574.147 feet for the Point of Beginning of a right-of-way of variable widths being bounded on the easterly side by the westerly right-of-way line of Mount Olive Road and bounded on the westerly side by a line lying 50 feet westerly of and parallel to the following described line; thence run northerly along the arc of said curve a distance of 171.25 feet. At this point, the right-of-way begins to increase to a point 70 feet westerly of and parallel to the following described line 32.8 feet ahead; thence continue northerly along the arc of said curve a distance of 32.8 feet. At this point, the right-of-way is bounded on the westerly side by a line lying 70 feet westerly of and parallel to the following described line; thence continue northerly along the arc of said curve a distance of 16 feet. At this point, the right-of-way begins to decrease to a point 30 feet westerly of and parallel to the following

described line 32.8 feet ahead; thence continue in a northerly direction along the arc of said curve a distance of 7.29 feet to the end of said curve; thence run northerly along the extended tangent of said curve a distance of 25 feet to the end of this right-of-way.

All of said right-of-way lies in the SW ¼ of the SE ¼ of Section 32, Township 15 South, Range 3 West and the right-of-way contains 0.1 acres, more or less.

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

Sep-4-2007-1129

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Road Crews are authorized to pick up and dispose of debris resulting from the storm which occurred on August 27, 2007 in the Rock Mountain Lakes and Maxine/Alliance Area.

The subject pickup will be of debris placed on county rights-of-way for a period not in excess of two weeks beginning September 4th thru September 18th. The pickup will be from storm damage debris only and will not include garbage or other household waste.

Property owners should place debris on rights-of-way separated into the following categories:

BURNABLE

Trees, limbs, timber
and wood products

NON-BURNABLE

Rubber products, plastic
glass, metal, sheetrock,
cloth, masonry, appliances

HAZARDOUS TOXIC

Petroleum products, paint,
asbestos, electrical projects

THIS DOES NOT INCLUDE HOUSEHOLD GARBAGE.

Call Ketona Maintenance District at 849-2321 and the Bessemer Maintenance District at 481-4228 to schedule this pickup or call the County Engineer's office at 325-5795.

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

COOPER GREEN MERCY HOSPITAL GOVERNING BODY

Sep-4-2007-1130

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

SUMMARY

ADVISORY BOARD MINUTES

July 26, 2007

1. The County is in the process of switching accounting systems.
2. The Hospital received a Medicaid retroactive payment in July.
3. The MRI contract will be presented for Commission approval.
4. Dr. Hullett has finished her term as NAPH Chair.
5. The Medicaid Moratorium has been enacted for 1 year.
6. Dr. Ryan Nash, Director of Palliative Care Program was honored by the Birmingham Business Journal 2007 Class of Top 40 Under 40.
7. Cooper Green Mercy Hospital is participating in The 22nd Annual Function at the Junction, Saturday, July 28, 2007. Cooper Green is coordinating and providing free health screening and health information.
8. The Urban Art Event is October 11 at the Birmingham Civil Rights Institute, 6:00 p.m. - 8:30 p.m.

9. The Radiology and Ultrasound departments have been redesigned to increase efficiency of patient care and improve patient flow.
10. A Pharmacy inventory control system has been implemented to reduce inventory costs.
11. The Hospital is working with the County Human Resources to expand pharmacy services to county employees.
12. The Nursing Services department has begun hiring charge nurses for several departments.
13. A focus group has been formed to improve the Hospital's Medicare retention.

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

Sep-4-2007-1131

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and University of Alabama School of Social Work for Cooper Green Mercy Hospital to provide clinical education for undergraduate Social Work students.

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

Sep-4-2007-1132

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and The Board of Trustees of The University of Alabama for the University of Alabama at Birmingham School of Health Professions for Cooper Green Mercy Hospital to provide clinical education for Nurse Anesthesia students.

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

Sep-4-2007-1133

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Wallace State Community College for Cooper Green Mercy Hospital to provide clinical education for undergraduate Health Care Information students.

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

Sep-4-2007-1134

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

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

"Aye" Carns, Humphryes, Collins, Langford and Smoot.

Sep-4-2007-1135

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Wallace State College in Hanceville for Cooper Green Mercy Hospital to provide clinical education for respiratory therapy students.

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

Sep-4-2007-1136

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Wallace State College in Hanceville for Cooper Green Mercy Hospital to provide clinical education for Diagnostic Medical Sonography students.

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

Sep-4-2007-1137

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Amendment to Contract between Jefferson County, Alabama and Jefferson County Board of Health to extend the end date from September 30, 2006 to September 30, 2007 for dental services in the amount of \$18,000.

AMENDMENT TO CONTRACT

This Amendment to Contract entered into this 4th day of May, 2007, by and between Jefferson County, Alabama through the Jefferson Rehabilitation and Health Center (hereinafter referred to as the "Jefferson County Commission") and the Jefferson County Board of Health (hereinafter referred to as the "Department").

W I T N E S S E T H:

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

WHEREAS, the Department wishes to amend the Contract.

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

The Contract between the parties entered into on the 28th day of February, 2006, which is attached (on file in the Minute Clerk's office) and made part of this amendment by reference, is hereby amended as follows:

Under the Paragraph entitled "TERMINATION", change the end date of the contract to read as follows:

From: September 30, 2006

To: September 30, 2007

All other terms and conditions remain as previously

Jefferson County Commission

Betty Fine Collins, President

Jefferson County Department of Health

Michael E. Fleenor, M.D., Health Officer

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

Sep-4-2007-1138

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Cooperative Agreement between Jefferson County, Alabama and the City of Brighton for the sharing of Geographic Information System (GIS) information data and associated technology.

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

Sep-4-2007-1139

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Non-Disclosure and Data License Agreement between Jefferson County and _____ authorizing the use of Geographical Information Systems digital products and services in accordance with the approved County GIS fee schedule.

Jessica Nichols

Maloy & Company

Bill Thigpen

Norman McDonald

Robert S. Davis

Gary Winslett

JEFFERSON COUNTY GEOGRAPHIC INFORMATION SYSTEMS
NON-DISCLOSURE AND DATA LICENSE AGREEMENT

IN CONSIDERATION of the payment by LICENSEE of the applicable fees in accordance with the Jefferson County Geographic Information Systems fee schedule, Jefferson County hereby licenses and lets unto the following LICENSEE the use, for its own purposes and no other, of selected digital data elements as described below.

This LICENSE is subject to the following conditions and provisions:

A) The LICENSE hereby granted is for the use of the LICENSEE for its internal purposes only and may not be assigned, granted, sold, transferred, or in any other way made available to any other individual, firm, company, corporation or government or governmental agency without the specific written consent of Jefferson County.

B) The digital data elements licensed hereby are without any warranty whatsoever, express or implied, or for any particular purpose whatsoever and are accepted by LICENSEE "as is."

C) The term of this LICENSE shall be indefinite. Provided however, LICENSOR may terminate this LICENSE for breach of any of its conditions or provisions by delivery to LICENSEE of a written notice of termination. Upon such termination LICENSEE shall immediately return to LICENSOR all elements and items licensed hereby and all copies thereof. LICENSEE shall not be entitled to any refund of fees. LICENSEE shall be liable to LICENSOR for all damages resulting to or incurred by LICENSOR from the breach hereof.

GIS DIGITAL PRODUCTS AND SERVICES LICENSED HEREBY:

Data and Services

Executed on the dates reflected below by the duly authorized representatives of the parties hereto.

JEFFERSON COUNTY, ALABAMA

CONTRACTEE

Bettye Fine Collins, President

Jefferson County Commission

Shelia Smoot, Commissioner

Technology and Land Development

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

Sep-4-2007-1140

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of John Roden in the amount of One Thousand One Hundred Twenty Six and 75/100 (\$1,126.75) 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 John Roden in the amount of \$1,126.75 and forward it to the County Attorney for disbursement.

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

Sep-4-2007-1141

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute the Conditional Consent to Encroachment and Release of Damages Agreement with Douglas and Donine Cooper allowing their sunroom to partially encroach upon the County's sanitary sewer easement located adjacent to their property at 2499 Robert Lane, Birmingham, Alabama 35243.

CONDITIONAL CONSENT TO ENCROACHMENT
AND RELEASE OF DAMAGES

THIS AGREEMENT made as of the ____ day of August, 2007, by and between JEFFERSON COUNTY, ALABAMA (the "County") and DONINE COOPER and her husband DOUGLAS COOPER (whether one or more, collectively, the "Owner").

RECITALS:

Owner is the owner of real property located at 2499 Robert Lane, Birmingham, Alabama 35243, more particularly described as Lot 5, Windsor Phase 2, recorded at MB 0204, Page 0064, in the Probate Office of Jefferson County, Alabama, and has installed an outdoor patio and sunroom (collectively "Improvements") partially within the County's sanitary sewer easement as created and reserved by Plat (the "Easement"). Owner and County mutually desire to enter into this Agreement to address the encroachment of the Improvements within the Easement.

AGREEMENT

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

1. In consideration of the mutual agreements herein, Owner agrees that the County may utilize the Easement for all intended purposes of the Easement, including, without limitation, any installation, repair, maintenance or replacement of sanitary sewer lines (collectively, the "Easement Rights"). Should the County deem it necessary to remove or disturb any of the Improvements in order to utilize the Easement for its intended purposes or exercise the Easement Rights, the County may do so at any time in its discretion, and the reasonable methodology for installation, repair maintenance or replacement of sewer lines is totally at the discretion of the County and its Department of Environmental Services. The responsibility for the replacement of owners' Improvements or personal property or for any repairs to personal property or the Improvements and the cost of any such repairs will be borne solely by the Owner. Owner fully and forever releases and discharges the County from any and all liability, cost, damage or expense to the Improvements suffered or incurred by Owner as a result of the County's exercise of its Easement Rights.
2. Subject to the foregoing agreements of Owner and the terms of this Agreement, the County grants Owner a license to continue the existing encroachment of the existing improvements and no other or greater or further improvements or encroachment whatsoever. No such past, present or future encroachment whatsoever will constitute an adverse possession by Owner of the Easement or Easement Rights or constitute any form of waiver or abandonment of all or any part of the easement or of any Easement Rights.
3. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.
4. This Agreement together with the Easement constitutes the full and complete agreement of the parties with respect to the subject matter hereof, supersedes all prior discussions, correspondence and agreements with respect to the subject matter hereof and cannot be modified or amended except by a subsequent written agreement signed by the Owner and County.
5. This Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective heirs,

administrators, personal representatives, successors and assigns.

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

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

DONINE COOPER

DOUGLAS COOPER

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

Sep-4-2007-1142

WHEREAS, the Alabama Supreme Court has held that all statutes are presumed to be constitutionally valid; and

WHEREAS, constitutional Amendment 386 authorizes bingo in Jefferson County, and gives governing bodies the authority to promulgate rules and regulations for licensing an operation of bingo games within their respective jurisdictions; and

WHEREAS, local Act 80-609 grants the power to issue bingo permits in Jefferson County to the Sheriff and authorizes the Sheriff to promulgate rules and regulations for the proper administration and enforcement of provisions of this law; and

WHEREAS, both statutes are presently presumed valid.

NOW THEREFORE BE IT RESOLVED BY JEFFERSON COUNTY COMMISSION that the Jefferson County Commission declines to issue any bingo permits in unincorporated Jefferson County based on the present coexistence of these statutes.

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

Sep-4-2007-1143

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and Freedom Rain, Inc. (Lovely Center). (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Freedom Rain, Inc. (Lovely Center) (hereinafter called the "Contractee").

WITNESSETH:

WHEREAS, the County recognizes that its citizens are valuable resources of the County; and

WHEREAS, the County recognizes that organizations providing long-term treatment, recovery programs and counseling to the women and children of Jefferson County, as resources of the County ; and

WHEREAS, the County Commission has determined that it is in the public interest to engage the Contractee to assist in the development and promotion of said County resources.

NOW, THEREFORE, IN CONSIDERATION of the premises and the obligation of the parties hereinafter set forth, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2008.
2. The County shall pay to the Contractee a lump sum payment of \$10,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Expand the education department(purchase training courseware, additional instructors and multi-user license agreements and software) and the computer lab (purchase computers, desk headsets and relocate the lab, rewire and network) at the Lovely Center to be used by the residents of the Lovely Center, their children and the citizens of Jefferson County.

ANY PASS-THROUGH FOR OTHER USE OR PURPOSE IS **PROHIBITED**.

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2007 whichever shall first occur.
5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.
6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope Of Work of this agreement.
7. Contractee and the Contractee 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 Contractee 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.
8. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractee shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Freedom Rain, Inc.

Brenda Lovelady Spahn, Executive Director

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

Thereupon the Commission Meeting was adjourned to meet Tuesday, September 11, 2007, at 10:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk