

STATE OF ALABAMA)

JEFFERSON COUNTY) September 18, 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 September 11, 2007, be approved. Voting "Aye" Smoot, Carns, Collins, Humphyres and Langford

Resolutions were presented to Tommy Evans and Jeff Calvert - General Services and to Warren McCullers - Alabama Gas Corporation.

Sep-18-2007-1180

WHEREAS, it is the policy of the Jefferson County Commission to pay tribute to organizations that impact our community and the lives of our citizens for the better; and

WHEREAS, National Minority Enterprise Development (MED) Week was proclaimed in 1983 as a means of observing the outstanding achievements of minority-owned businesses and corporations that support those businesses; and

WHEREAS, the U.S. Department of Commerce's Minority Business Development Agency (MBDA) in collaboration with the U.S. Small Business Administration organizes annual conferences dedicated to empowering minority business owners with the knowledge and tools necessary for success; and

WHEREAS, Alabama MED Week 2007, sponsored by the Alabama MBOC, will take place primarily in Birmingham on September 24th through 28th and will consist of several events and workshops that will provide forums designed to address major issues affecting growth and development within our immediate area.

NOW THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that September 24-28, 2007 mark the 25th Anniversary of Minority Enterprise Development Week.

Signed by the Jefferson County Commission on the 11th day of September 2007.

Bettye Fine Collins, President

Jim Carns, Commissioner

Bobby Humphryes, Commissioner

Larry P. Langford, Commissioner

Shelia Smoot, Commissioner

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

A Public Hearing was held to receive comments on proposal to promote economic and industrial development in Jefferson County

through an agreement with U.S. Pipe & Foundry Company, LLC which proposes to construct a Mini-Mill near its existing plant in Bessemer. There being no comments, the Commission Meeting proceeded.

STAFF DEVELOPMENT

Multiple Staff Development

General Services - 2 Participants			
Denaman Payton		Florence, Alabama	\$389.50
Rickey W. Childers		Alabama Society of Hospital Engineers September 26-28, 2007	\$437.47
Roads & Transportation - 2 Participants			
Katherine W. Harmon		Huntsville, Alabama	\$765.50
Paul Rick Turner		IRWA Course 901 - Property Descriptions October 15-17, 2007	\$765.50
Sheriff's Department - 2 Participants			
Paige Abbott		Birmingham, Alabama	\$550.00
Rose Williams		Basic Fingerprint Classification Course Septembr 17-21, 2007	\$550.00

Individual Staff Development

Shelia Smoot	Commission	Washington, D.C. National Organization of Black County Officials/CBC September 26-30, 2007	\$1,889.10
Shelia Smoot	Commission	Washington, D.C. Auburn 2007 Symposium September 16-17, 2007	\$798.31
Hoyt Dewayne Cabiness, II	CGMH	Florence, Alabama Alabama Society for Healthcare Engineering September 25-28, 2007	\$641.50
Deborah Andrews	CGMH	Birmingham, Alabama ASNA, AANS & AONL Annual Convention September 14-16, 2007	\$280.00
Brian Rohlings	Env. Svs	Overland Park, Kansas Upgrading Your Sanitary Sewer Maintenance Program University of Wisconsin, College of Engineering October 2-5, 2007	\$1,866.53
Cherie Foster	Family Court	Brooklyn, New York International Assn. for Truancy & Prevention Dropout October 21-25, 2007	\$2,344.26
Sherri C. Friday	Probate Court	Savannah, Georgia Southeastern Assn. of Area Agencies on Aging Board Meeting September 14-16, 2007	\$254.00
Alan K Dodd	Roads & Trans.	Montgomery, Alabama ASPLS 41 st Surveying and Mapping Course October 16-19, 2007	\$872.50
E. Wayne Sullivan	Roads & Trans.	Denver, Colorado Birmingham Regional Chamber of Commerce B.I.G. Trip September 23-25, 2007	\$2,115.20
Paul McCaleb	Roads & Trans.	Ashville, North Carolina Southeastern Assn. of Resource, Conservation & Development Council September 9-12, 2007	\$105.00
Aaron Lively	Roads & Trans.	Charlotte, North Carolina National Roadside Vegetation Management Assn. October 1-5, 2007	\$832.98
Patrick Lewis	Roads & Trans.	Tallahassee, Florida IRWA 701 Management Leasing October 9-12, 2007	\$802.00
David Waters	Information Tech	Atlanta, Georgia Citrix - Presentatino Server 4.5 Administration September 23-28, 2007	\$3,832.10

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. ENVIRONMENTAL SERVICES / VILLAGE LINE MAINTENANCE FROM BERNEY OFFICE SOLUTION, MONTGOMERY, AL, FOR SHARP MXM350UC (\$4,449.39) SHARP MX3500N (\$9,800.00).
SAP PURCHASE ORDER# 2000004370 \$14,249.39 TOTAL
2. ENVIRONMENTAL SERVICES / TV INSPECTION FROM BERNEY OFFICE SOLUTION, MONTGOMERY, AL, FOR SHARP-MX-M350UC. SAP PURCHASE ORDER# 2000004689 \$4,449.39 TOTAL
3. COOPER GREEN MERCY HOSPITAL (STORES) FROM HOSPIRA WORLDWIDE, INC., CHICAGO, IL, FOR SOLUTIONS & SETS ORDERED PER STORES DURING BLACKOUT. SAP PURCHASE ORDER# 2000004925 & 7000000059 \$26,622.71 TOTAL REFERENCE BID# PC 1041
4. YOUTH DETENTION, COOPER GREEN MERCY HOSPITAL, JEFFERSON REHABILITATION& HEALTH CENTER, SHERIFF'S DEPARTMENT BESSEMER & BIRMINGHAM FROM CHARM TEX, BROOKLYN, NY, FOR LINEN.
REFERENCE BID# 305-07 \$7,153.28 TOTAL
5. SHERIFF'S OFFICE BESSEMER DIVISION FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, TO CHANGE ORDER TO ADD FUNDS. SAP PURCHASE ORDER# 2000000273 \$1,000.00 TOTAL REFERENCE BID# 123-07
6. ROADS & TRANSPORTATION FLEET MANAGEMENT FROM GENUINE PARTS/NAPA, BIRMINGHAM, AL, CONTRACT FOR MANHOLE VEHICLE FLEET REPAIR PARTS FOR THE PERIOD 10/01/2007 TO 10/01/2008.
REFERENCE SAP REQUISITION# TO BE ISSUED ON 10/1/07
APPROX. ANNUAL EXPENDITURE \$270,000.00 REFERENCE BID# 299-07
7. COOPER GREEN MERCY HOSPITAL STORES FROM CARDINAL HEALTHCARE, BESSEMER, AL, FOR GLOVES (MEDICAL) ORDERED DURING BLACKOUT. SAP PURCHASE ORDER# 2000005011 \$17,038.50 TOTAL
REFERENCE BID# 333-06
8. SHERIFF'S DEPARTMENT FROM CRAIG'S FIREARM SUPPLY, INC., KNOXVILLE, TN, FOR POLICE SHOTGUNS
REFERENCE BID# 307-07 \$9,846.98 TOTAL
9. ECONOMIC DEVELOPMENT WORKFORCE INVESTMENT FROM DELL MARKETING LP, ATLANTA, GA, FOR COMPUTER REPLACEMENT. SAP PURCHASE ORDER# 2000005294 \$19,617.74 TOTAL
10. ECONOMIC DEVELOPMENT = WORKFORCE INVESTMENT FROM DELL MARKETING LP, ATLANTA, GA, REPLACING COMPUTERS FOR THE WORKFORCE TRAINING CENTER. SAP PURCHASE ORDER# 2000005303
\$17,442.80 TOTAL
11. ECONOMIC DEVELOPMENT WORKFORCE INVESTMENT FROM DELL MARKETING LP, ATLANTA, GA, LAPTOPS AND DOCKING STATIONS FOR PRESENTATIONS AND OFF SITE WORK. SAP PURCHASE ORDER# 2000005299 \$3,800.00 TOTAL
12. SHERIFF'S DEPARTMENT BIRMINGHAM FROM DELL MARKETING LP, ATLANTA, GA, FOR PURCHASE OF SEVEN (7) COMPUTERS. SAP PURCHASE ORDER# 2000005289 \$5,051.55 TOTAL
13. REVENUE DEPARTMENT FROM DELL MARKETING LP, ATLANTA, GA, REPLACING LEASED COMPUTERS.
SAP PURCHASE ORDER# 2000005287 \$15,017.40TOTAL
14. COMMISSION DISTRICT 4 FROM BERNEY OFFICE SOLUTION, MONTGOMERY, AL, FOR ONE 3535 DIGITAL COLOR COPIER. SAP PURCHASE ORDER# 2000004983 \$10,911.39TOTAL
15. REVENUE DEPARTMENT (ACCOUNTING, ADMIN, BESSEMER, CENTERPOINT, COMPLIANCE, AND AUDITOR DIVISIONS) FROM BERNEY OFFICE SOLUTION, MONTGOMERY, AL, FOR SIX SHARP ARM257U DIGITAL COPIERS (\$5,681.55/EA). SAP PURCHASE ORDER# 2000004990 \$34,089.30TOTAL
16. ROADS & TRANSPORTATION FLEET MANAGEMENT FROM THOMPSON TRACTOR, BIRMINGHAM, AL, FOR HEAVY EQUIPMENT AND TRACTOR REPAIRS. SAP PURCHASE ORDER# 2000005041
\$10,007.21 TOTAL
REFERENCE BID# 97-05
17. ROADS & TRANSPORTATION BESSEMER HIGHWAY MAINTENANCE FROM BEN ATKINSON MOTORS, TALLASSEE, AL, FOR THREE (3) FORD F150 PICKUP TRUCKS. SAP PURCHASE ORDER# 2000004644

\$58,519.98 TOTAL

STATE OF ALABAMA CONTRACT# T191

18. ROADS & TRANSPORTATION FLEET MANAGEMENT FROM WINGFOOT COMMERCIAL TIRE, BIRMINGHAM, AL, FOR LARGE TRUCK TIRE RECAPPING AND REPAIRS. SAP PURCHASE ORDER# 2000005237

\$15,778.97 TOTAL

REFERENCE BID# 259-06

19. COOPER GREEN MERCY HOSPITAL PHARMACY FROM GLAXO-SMITH-KLINE, ATLANTA, GA, FOR PURCHASE OF INFLUENZA VACCINES. SAP PURCHASE ORDER# 2000005280 \$51,675.00TOTAL

20. COOPER GREEN MERCY HOSPITAL STORES FROM ARROW INTERNATIONAL, CHARLOTTE, NC, FOR MISCELLANEOUS CENTRAL SUPPLIES. SAP PURCHASE ORDER# 2000004691 \$10,029.92 TOTAL

REFERENCE BID# 221-05

21. COOPER GREEN MERCY HOSPITAL STORES FROM LABORATORY CORPORATION, BURLINGTON, NC, ADD FUNDS TO PAY PAST DUE INVOICES FOR LABORATORY REFERRAL. SAP PURCHASE ORDER# 2000002989 \$79,000.00 TOTAL

22. INFORMATION TECHNOLOGY DEPARTMENT FROM SUN MICROSYSTEMS, SANTA CLARA, CA, FOR INSTALLATION, STORAGE, MAINTENANCE RENEWAL FOR SOFTWARE AND HARDWARE FOR THE PERIOD OF 06/01/2007 09/30/2007.

SAP PURCHASE ORDER# 2000005304 \$102,658.31 TOTAL

23. ECONOMIC DEVELOPMENT WORKFORCE INVESTMENT FROM CBI MCGRAW HILL, BLACKLICK, OH, FOR TABE COMPUTER SOFTWARE AND ANNUAL MAINTENANCE SUPPORT. SAP PURCHASE ORDER# 2000005297 \$4,896.00 TOTAL

24. FINANCE DEPARTMENT FROM WAVHOVIA BANK, CHARLOTTE, NC, FOR REMARKETING AGENT SERVICES RELATED TO THE GENERAL OBLIGATION WARRANTS SERIES 2001-B. SAP PURCHASE ORDER# 2000005298 \$47,607.00 TOTAL *Contract approved by the Commission on 06/19/2001 and recorded in Minute Book 133 at Page 385.

25. GENERAL SERVICES PRINT SHOP FROM WRIGHT & ASSOCIATES, BIRMINGHAM, AL, FOR RECEIPT BOOKS. SAP PURCHASE ORDER# 2000004850 \$5,600.00TOTAL

26. GENERAL SERVICES BULK STORES FROM AMERICAN OSMENT, BIRMINGHAM, AL, FOR TOILET PAPER. SAP PURCHASE ORDER# 7000000072 \$6,789.00 TOTAL REFERENCE BID# 123-05

27. INFORMATION TECHNOLOGY DEPARTMENT FROM THE PRINTER CONNECTION, BIRMINGHAM, AL, ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PRINTER REPAIR INVOICE FOR THIS FISCAL YEAR.

SAP PURCHASE ORDER# 2000001022 \$2,000.00TOTAL

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

Smoot, Carns, Collins and Langford. Voting "Nay" Humphries.

JEFFERSON COUNTY COMMISSION
UNUSUAL DEMANDS
SEPTEMBER 18, 2007

Profit Center	Vendor #	Name	Text	Business Area	Amount	Document No
District 1	1000193	JEFFERSON CO TREASURER	Petty Cash-Cooper Green		1900000576	779.55
District 1	1000193	JEFFERSON CO TREASURER	Petty Cash-Jefferson Rehab	CO HOME: ENVIRONMENTAL SERVICE	50.00	1900002464
District 1	1000193	JEFFERSON CO TREASURER	Petty Cash-Jefferson Rehab	CO HOME: DIETARY	10.41	1900002478
District 1	1000193	JEFFERSON CO TREASURER	Petty Cash-Jefferson Rehab	CO HOME: PATIENT ACTIVITY	10.00	1900002479
District 1	1000193	JEFFERSON CO TREASURER	Petty Cash-Jefferson Rehab	CO HOME: PATIENT ACTIVITY	10.00	1900002480
District 1	1000193	JEFFERSON CO TREASURER	Petty Cash-Jefferson Rehab	CO HOME: PATIENT ACTIVITY	10.00	1900002481
District 1	1000193	JEFFERSON CO TREASURER	Petty Cash-Jefferson Rehab	CO HOME: PATIENT ACTIVITY	10.00	1900002482
District 1	1000193	JEFFERSON CO TREASURER	Petty Cash-Jefferson Rehab	CO HOME: PATIENT ACTIVITY	10.00	1900002483
District 1	1000193	JEFFERSON CO TREASURER	Petty Cash-Jefferson Rehab	CO HOME: PATIENT ACTIVITY	20.00	1900002484
District 1	1000193	JEFFERSON CO TREASURER	Petty Cash-Jefferson Rehab	CO HOME: PATIENT ACTIVITY	20.00	1900002485
District 1	1000193	JEFFERSON CO TREASURER	Petty Cash-Jefferson Rehab	CO HOME: QUALITY IMPROVEMENTS		8.50
District 1	1000193	JEFFERSON CO TREASURER	Petty Cash-Jefferson Rehab	CO HOME: QUALITY IMPROVEMENTS	1900002486	36.00
District 1	1000193	JEFFERSON CO TREASURER	Petty Cash-Jefferson Rehab		1900002487	92.16
District 2	1000193	JEFFERSON CO TREASURER	Petty Cash-Information Technology	INFO TECH: NETWORK SUPPORT	22.36	1900002489
District 2	1000193	JEFFERSON CO TREASURER	Petty Cash-Information Technology	INFO TECH: NETWORK SUPPORT	149.75	1900002755

District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-Roads & Transportation	R&T: HIGHWAY MAINT-KETONA	147.00	1900002290
District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-Roads & Transportation	R&T: HIGHWAY MAINT-KETONA	200.00	1900002470
District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-Roads & Transportation	R&T: HIGHWAY MAINT-KETONA	138.00	1900002515
District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-Roads & Transportation	R&T: HIGHWAY MAINT-BESSEMER	20.00	1900002762
District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-Roads & Transportation	R&T: HIGHWAY MAINT-BESSEMER	137.75	1900002763
District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-EMA	EMERGENCY MANAGEMENT AGENCY	455.00	1900002774
District 3	1000300	INTL ASN OF ELECTRICAL	Bob D. HodgesMembership dues	INSPECTION SERVICES	90.00	1900002720
District 3	1002325	WESLEY GREGORY	Tuition Reimburse. for Wesley Gregory	R&T: TRAFFIC ENGINEERING	240.00	1900002769
District 3	1003179	CHARLES CLECKLER	Tuition Reimb. Summer qtr. 2007 Charles Cleckler	LAND DEVELOPMENT	396.00	1900002558
District 3	1018314	ANITA YVETT NELEMS	Payment Request for ROW TOPICS PH VII - Tract 19	R&T: ADMINISTRATION	500.00	1900002761
District 3	1018396	MCCARTY LODGE	Pay McCarty Lodge-Tr.7 TOPICS 7, Mt. Olive RD	R&T: ADMINISTRATION		
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-General Services	GEN SVC CENTRAL LAUNDRY	194.48	1900002352
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Human Resources	HUMAN RESOURCES ADMINISTRATION	10.53	1900002436
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Human Resources	HUMAN RESOURCES ADMINISTRATION	46.17	1900002437
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Revenue	REVENUE	399.74	1900002521
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-General Services		351.01	1900002642
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Sewer Billing	FINANCE SEWER SERVICES	111.38	1900002764
District 4	1000270	A ALLEN RAMSEY PC	Collection Trust Fees - Payment of short paid inv	FINANCE ADMINISTRATION	1,884.30	1900002260
District 4	1000526	CITY OF TRUSSVILLE	REIM DIFF OF INVC AMT/AMT PD MAR-AUG	FINANCE SEWER SERVICES	14,341.97	1900002704
District 4	1000902	SHIRLEY BROOKS	Canvassing of Votes on Nov 8, 2006 for June 5	GEN SVCS: ELECTIONS		
District 4	1001763	HATCHER DESIGN ASSOC	professional services	GEN SVCS: ADMINISTRATION	711.34	1900002556
District 4	1001763	HATCHER DESIGN ASSOC	Professional Services	GEN SVCS: ADMINISTRATION	595.00	1900002557
District 4	1001784	MOODY'S INVESTOR SERVICE	Municipal VMIG Rating/Annal Maint Fee - 2001-B	FINANCE ADMINISTRATION		
District 4	1900002965					
District 4	1001848	T H SANITATION INC	Professional Services	FINANCE ADMINISTRATION	10,193.61	1900002449
District 4	1002035	JANE GUARINO	Canvassing of Votes on Nov 8, 2006 for June 5	GEN SVCS: ELECTIONS		
District 4	1002386	SHERRI NABORS	Canvassing of Votes on Nov 8, 2006 for June 5	GEN SVCS: ELECTIONS		
District 4	1002830	SIDNEY BROWNING	Canvassing of Votes on Nov 8, 2006 for June 5	GEN SVCS: ELECTIONS	150.00	1900002825
District 4	1003044	STACY BLACKWELL	Canvassing of Votes on Nov 8, 2006 for June 5	GEN SVCS: ELECTIONS	150.00	1900002823
District 4	1003070	ADRIAN REYNOLDS	Tuition Reimbursement-Adrian Reynolds	REVENUE	270.00	1900002152
District 4	1003078	TRO/RITCHIE ORGANIZATION	Reimbursable expenses CGH	GEN SVCS: ADMINISTRATION	2,883.39	1900002821
District 4	1003510	EDGAR RAY WOODIS JR	Travel Reimbursement - Eddie Woodis	REVENUE	65.21	1900002153
District 4	1003673	SARAH JACQUELYN RHODES	Canvassing of Votes on Nov 8, 2006 for June 5	GEN SVCS: ELECTIONS		
District 4	150.00					
District 4	1003861	DORIS WEAVER	Canvassing of Votes on Nov 8, 2006 for June 5	GEN SVCS: ELECTIONS		
District 4	1006081	VPSI INC	June 2007 Charges for Salary for Rideshare Pro	FINANCE ADMINISTRATION	25,232.27	1900002262
District 4	1018253	MICHAEL GENE BUSH	Tuition Reimbursement for Michael Bush	GEN SVCS: ADMINISTRATION	960.00	1900002560
District 4	1018738	AOMCO-OFFICE FURNITURE	Air Quality Program	FINANCE ADMINISTRATION	170.00	1900002440
District 4	1018806	LINDA J EVANS	Tuition Reimbursement for Linda Evans	GEN SVCS: ADMINISTRATION	360.00	1900002669
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: VALLEY CREEK WWTP	18.67	1900002133
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Community Development	COMMUNITY DEVELOPMENT	9.38	1900002161
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: TRUSSVILLE WWTP	39.58	1900002272
District 5	1000193	JEFFERSON CO TREASURER	Petty cash-Environmental services	ES: TURKEY CREEK WWTP	122.70	1900002277
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: TRUSSVILLE WWTP	28.98	1900002288
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: TRUSSVILLE WWTP	5.40	1900002346
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: LEEDS WWTP	15.39	1900002439
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: FIVE MILE CREEK WWTP	68.01	1900002447
District 5	11000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: FIVE MILE CREEK WWTP	4.09	1900002448
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: FIVE MILE CREEK WWTP	3.90	1900002450
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: LEEDS WWTP	41.79	1900002457
District 5	5000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: SANITATION ADMINISTRATION	60.00	1900002468
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: VALLEY CREEK WWTP	105.62	1900002472
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: CAHABA RIVER WWTP	48.31	1900002490
District 5	11000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: BARTON LAB	62.95	1900002491
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: SANITATION ADMINISTRATION	80.53	1900002495
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: SANITATION ADMINISTRATION	49.99	1900002496

District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: PACKAGE WWTP & PUMP STATIO	268.76	1900002550
District 5	1003211	THE BANK OF NEW YORK	Auction Fees - 2002-C-5	ES: SANITATION ADMINISTRATION	9,830.00	1900002656
District 5	1003211	THE BANK OF NEW YORK	Auction Fee - 2003-C-1	ES: SANITATION ADMINISTRATION	73,641.75	1900002760
District 5	1003345	ADEM/PERMITS & SERVICES	Modeling fees for Turkey Creek WWTP for annual	ES: SANITATION ADMINISTRATION		6,150.00
Joint Responsibility	1000193	JEFFERSON CO TREASURER	Petty Cash-Personnel Board	PER BD: TESTING		44.96
Joint Responsibility	1000193	JEFFERSON CO TREASURER	Petty Cash-Personnel Board	PER BD: TESTING		137.70
Joint Responsibility	1000193	JEFFERSON CO TREASURER	Petty Cash-Personnel Board	PER BD: TESTING		36.45
Joint Responsibility	1000193	JEFFERSON CO TREASURER	Petty Cash-Personnel Board	PER BD: TESTING		38.88
Joint Responsibility	1000193	JEFFERSON CO TREASURER	Petty Cash-Personnel Board	PER BD: TESTING		30.38
Joint Responsibility	1000193	JEFFERSON CO TREASURER	Petty Cash-Personnel Board	PER BD: TESTING		106.52
Joint Responsibility	1000193	JEFFERSON CO TREASURER	Petty Cash-Sheriffs Office	SHERIFF ENFORCE-BIRMINGHAM		87.94
Joint Responsibility	1000193	JEFFERSON CO TREASURER	Petty Cash-Sheriffs Office	SHERIFF ENFORCE-BIRMINGHAM		113.94
Joint Responsibility	1000193	JEFFERSON CO TREASURER	Petty Cash-Personnel Board	PER BD: TESTING		141.36
Joint Responsibility	1000193	JEFFERSON CO TREASURER	Petty Cash-Sheriffs Office	SHER CORRECT-BIRMINGHAM	235.74	1900002350
Joint Responsibility	1000193	JEFFERSON CO TREASURER	Petty Cash-Tax Collector	TAX COLLECTOR-BIRMINGHAM	147.50	1900002444
Joint Responsibility	1000313	JEFF CO SHERIFFS DEPT	Investigative Reimbursement for 6/1/07-7/31/07	SHERIFF ENFORCE-BIRMINGHAM		21,672.59
Joint Responsibility	1000832	DONALD R MCALLISTER	McAllister - local mileage reimbursement	BD OF EQUAL - BHAM STATE	133.65	1900002756
Joint Responsibility	1001534	J T SMALLWOOD	Travel for J.T. Smallwood/J.DeLucia reimburse	TAX COLLECTOR-BIRMINGHAM		224.16
Joint Responsibility	1002207	LEXISNEXIS M. BENDER	Lexi Nexis - Al 2007 Legislative Review	BD OF EQUAL - BHAM STATE	54.25	1900002836
Joint Responsibility	1002355	MALINDA STUBBS PARKER	Tuition Reimburse. for Malinda Parker 06 02 07	TAX COLLECTOR-BIRMINGHAM	858.00	1900002274
Joint Responsibility	1003403	VICKIE COOPER GEORGE	Tuition Reimburse. for Vickie George 05 23 07	TAX COLLECTOR-BIRMINGHAM	996.00	1900002275

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

Sep-18-2007-1181

WHEREAS, Jefferson County, Alabama is a Participating Jurisdiction in the American Dream Downpayment Initiative (ADDI) Program funded by the United States Department of Housing & Urban Development; and

WHEREAS, New South Federal Savings Bank has given preliminary approval to a loan application by Debbie Cope for purchase of the property located at

675 Boyce Avenue
Hueytown, Alabama 35023

in the City of Hueytown for the total price of \$66,000.00; and

WHEREAS, New South Federal Savings Bank has agreed to provide first mortgage financing contingent upon final approval and said loan applicant has applied for a American Dream Downpayment Initiative (ADD I)/rehabilitation assistance in an amount up to \$10,000.00 from Jefferson County, Alabama under the ADDI Program and has agreed to all applicable regulations and restrictions; and

NOW, THEREFORE BE IT RESOLVED by the County Commission of Jefferson County, Alabama that the American Dream Downpayment Initiative (ADDI) assistance in an amount up to \$10,000.00 is hereby approved contingent upon compliance with the underwriting criteria of the Jefferson County Home Buyer Assistance Program, final approval from New South Federal Savings Banks and upon execution of said first mortgage;

NOW, THEREFORE BE IT FURTHER RESOLVED by the County Commission of Jefferson County, Alabama that the President is hereby authorized to execute on behalf of the County the loan agreement for this loan; and

NOW, THEREFORE BE IT FURTHER RESOLVED by the County Commission of Jefferson County, Alabama that the Director of the Finance Department is authorized to issue a check to the closing attorney's escrow account in the amount of 10 000.00;

NOW, THEREFORE BE IT FURTHER RESOLVED by the County Commission of Jefferson County, Alabama that this Resolution will automatically expire if said loans have not closed within one hundred twenty (120) days.

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

Sep-18-2007-1182

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following

Agreement between Jefferson County, Alabama and United States Pipe and Foundry Company, LLC for project assistance in the amount not to exceed \$3,000,000.

PROJECT ASSISTANCE AGREEMENT

PROJECT ASSISTANCE AGREEMENT (herein called the "Agreement") is made and entered into this day of , 2007, between JEFFERSON COUNTY, ALABAMA (herein called the "County"), and UNITED STATES PIPE AND FOUNDRY COMPANY LLC, a limited liability company organized under the laws of the State of Alabama (herein called the "Company").

WITNESSETH:

WHEREAS, as a result of technological innovations and the proliferation of overseas competition in the manufacturing industry from countries such as China, manufacturing jobs have declined steadily across the United States and, more acutely, in that certain area within the boundaries of the County and the jurisdiction of the Authority;

WHEREAS, the Company has manufacturing facilities and operations at locations within the United States, but has maintained continuously since the early 1900s one of its principal manufacturing facilities within the County and is now a significant employer within the County;

WHEREAS, in order to remain competitive in the ductile iron pipe and related products manufacturing and distribution industry, the Company must undertake a comprehensive modernization and expansion effort respecting its process for manufacturing ductile iron pipe and related products and the construction of necessary air pollution control facilities by the construction of a new ductile pipe manufacturing facility in Bessemer, Alabama (herein called the "Project");

WHEREAS, the Company represents that it will make an investment in the Project of not less than forty one million dollars (\$41,000,000) and it will employ at the Project not less than 100 new direct, full-time employees;

WHEREAS, the State of Alabama has agreed to provide \$2,000,000 in assistance in connection with the construction of the Project and the City of Bessemer or The Industrial Development Board of the City of Bessemer has agreed to provide \$1,250,000 in connection with the construction of the Project;

WHEREAS, the County has agreed to assist the Company by providing funds to pay costs of the Project illustrated on Exhibit B as the types of costs incurred in constructing a facility of the nature of that being constructed on the Site:

WHEREAS, the County agrees and has determined that the construction of the Project as described herein will serve as an economic stimulus by preserving existing businesses and investments within, and attracting additional businesses, development and investment to, the County; and

WHEREAS, the County has determined that the execution of this Agreement and the construction of the Project will enhance the public benefit and welfare and therefore constitute public purposes by preventing and combating community deterioration, increasing employment opportunities, promoting the retention of existing businesses and the addition of new businesses, preserving and increasing tax revenues, and preserving and improving the quality of life within the County.

NOW, THEREFORE, for and in consideration of the foregoing premises, the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the County do hereby covenant, agree and bind themselves as follows:

ARTICLE I

REPRESENTATIONS AND WARRANTIES

Section 1.1 Representations and Warranties of the County. The County does hereby warrant and report that the County has the full right and authority to enter into this Agreement. This Agreement has been, and will be, properly authorized and properly executed and constitutes the valid and binding obligation of the County, enforceable in accordance with its terms.

Section 1.2 Representations and Warranties of the Company. The Company makes the following representations and warranties:

(a) The Company is duly organized and validly existing as a limited liability company under the laws of the State of Alabama and has duly authorized its execution, delivery and performance of this Agreement.

(b) This Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms. Neither the execution and delivery of this Agreement, nor the performance hereof, by Company requires any consent of, filing with or approval of, or notice to, or hearing with any person or entity (including, but not limited to, any governmental or quasi-governmental entity).

(c) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by Company, to the knowledge of the Company, violates, constitutes a default under or a breach of (i) the Company's articles of organization or operating agreement or other organizational documents, (ii) any agreement, instrument, contract, mortgage or indenture to which the Company is a party or to which Company or its assets are subject, or (iii) any law, judgment, decree, order, ordinance, rule, regulation, consent or resolution applicable to Company or any of its assets.

(d) There is not now pending or, to the knowledge of the Company, threatened, any litigation affecting the Company which questions (i) the validity or organization of the Company, (ii) the titles or positions of the members of the Company or its officers or the manner in which they are elected or (iii) the subject matter of this Agreement.

ARTICLE II
CONSTRUCTION OF PROJECT

Section 2.1 Construction of Project. Subject to the requirements set forth herein and in consideration of the obligation of the Company to construct and operate the Project on the Site as set forth in Section 2.2, the County hereby agrees to assist the Company by paying the cost of the Project as described on Exhibit B hereto; provided, that the obligation of the County to pay costs of the Project described in Exhibit B shall not exceed \$3,000,000.00. In the event that US Pine decides to apply for a statutory abatement of Sales and Use taxes on construction materials and equipment then the proposed second payment of \$1 5 million will be reduced by \$200,000. The County commitment and obligations in this Agreement are in consideration the State and the City of Bessemer of their respective commitments.

Section 2.2 Location of the Project within the Site. The Company hereby agrees to construct and operate the Project within the Site.

Section 2.3 Commencement of Operations. The Company agrees to commence construction of the Project not later than December 31, 2007, and to commence operations there not later than December 31, 2008. It is agreed that this date for Commencement of Operations may be extended for such time as may be required to secure air permits or regulatory approval or because of circumstances beyond the Company's approval and not reasonably foreseeable. However, in no event shall the time for the Commencement of Operations be extended beyond June 30, 2010. For the purpose of this Agreement, "Commence Operations" or "Commencement of Operations" shall mean that operations at the Project are operational for the manufacturing purposes for which the Project is being constructed. In the event operations are not commenced at the Project on or before December 31, 2008, the Company will, unless such date is extended as provided in this paragraph, pay to the County all amounts received by the Company from the County pursuant to this Agreement.

Section 2.4. Requisition and Payment. The Company will submit to the County a requisition for payment in substantially the form attached hereto as Exhibit C. Upon presentation of such requisition to the appropriate officials of the County, in form and substance satisfactory to such officials, payment shall be made to the Company.

Section 2.5. Time for Payment of Requisition by County. It is presently contemplated that the payments to the Company shall be made by the County in two payments of \$1,500,000 each. The first payment shall be made during October, 2007 and the second payment shall be made during October, 2008.

ARTICLE III
MISCELLANEOUS

Section 3.1 Term of Agreement. The Term of this Agreement shall commence on the effective date hereof and shall terminate upon the completion of the construction of the Project.

Section 3.2 Notices. Any notice required or permitted to be delivered hereunder shall, except as otherwise expressly provided herein, be deemed to have been given upon the earlier to occur of (i) actual receipt by the addressee thereof including without limitation via personal delivery; (ii) the third (3rd) day after the deposit of such notice in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the Company or the County, as the case may be, as set forth below; or (iii) the first (1st) day after such notice has been deposited with a nationally recognized overnight courier (i.e. Federal Express); in either case, such notices to be addressed as follows:

To the Company: Ray Torok, President
 United States Pipe & Foundry Company, LLC
 3300 1st Avenue North
 Birmingham, Alabama 35222

And a copy to: United States Pipe & Foundry Company, LLC
 Attention: Walt Knollenberg.
 3300 1st Avenue North
 Birmingham, Alabama 35222

To the County: Jefferson County, Alabama
 Attn:

With Copies to: Attn:

Section 3.3 Entire Agreement. This Agreement contains the entire agreement of the parties and there are no representations, oral or written, relating to the transactions described herein which have not been incorporated herein. Any agreement hereafter made shall be ineffective to change, modify, or discharge this Agreement in whole or in part unless such agreement is in writing and is signed by the party against whom enforcement of any change, modification, or discharge is sought.

Section 3.4 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered to be an original document.

Section 3.5 Successors and Assigns. This Agreement shall inure to the benefit of and bind the parties hereto, their respective successors and/or assigns.

Section 3.6 Liabilities of County. Notwithstanding any provision hereof to the contrary, the parties agree and acknowledge that the obligations of the County as set forth herein are limited by the limitations imposed on, public bodies, municipalities and public corporations by the Constitution of the State of Alabama and laws affecting the use and maintenance of public property.

Section 3.7 Survival of Covenants. The covenants in this Agreement shall not terminate until they have been fully performed or have expired by their terms.

Section 3.8 Severability. If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not effect the validity of the remainder of this Agreement.

Section 3.9 Governing Law. This Agreement shall be governed by the laws of the State of Alabama.

Section 3.10 No Waiver. No consent or waiver, express or implied, by either party hereto or to any breach or default by the other party in the performance by the other party of its obligations hereunder shall be valid unless in writing, and no such consent or waiver to or of one breach or default shall constitute a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of any party hereto shall be construed to waive or limit the need for such consent in any other or subsequent instance.

Section 3.11 Remedies. Whenever either party hereto shall default in the performance of any of its obligations under this Agreement, the other party hereto may take whatever legal proceeding (including actions for damages or for specific performance to the extent provided by law) as shall be necessary or desirable to enforce any agreement or condition contained herein or any other obligation of the defaulting party imposed by law. The Parties hereto recognize, and will not object to, an action for specific performance.

Section 3.12 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be a partnership or joint venture between the County and t and their respective successors and assigns.

Section 3.13 Headings. The headings in the Sections in this Agreement are for convenience of reference only and shall not form a part hereof.

Section 3.14 No Third-Party Beneficiaries. Except as set forth herein, this Agreement is intended only for the benefit of the signing Parties hereto, and neither this Agreement, nor any of the rights, interest or obligations hereunder, is intended for the benefit of any other person or third-party.

IN WITNESS WHEREOF, the County and the Company have each caused this Agreement to be duly executed in its name, under seal, and the same attested, all by officers thereof duly authorized thereunto, and have caused this Agreement to be dated the date and year first above written.

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President - Jefferson County Commission

UNITED STATES PIPE AND FOUNDRY COMPANY LLC

By:

Its:

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

Sep-18-2007-1183

WHEREAS, a couple of departments of Jefferson County have participated in the ISO 14001 Program with responsibility for reporting on the Environmental Protection Office; and

WHEREAS, the necessary elements for re-certification by the Program cannot be completed in time for the annual audit and the Commission has determined not to apply for re-certification.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission will not apply for re-certification by the ISO 14001 Program for the next audit period and the President is authorized to provide any required notice thereof and any further matters as may be required.

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

Sep-18-2007-1184

Jefferson County Commission
Fiscal Year 2007-2008 Operating Budget

WHEREAS, Section 11-8-3. Code of Alabama, 1975, requires the County Commission of Jefferson County, Alabama to adopt an estimate of income and an estimate of expense of operations for the fiscal year commencing October 1, 2007, and ending September 30, 2008 and to appropriate for the various purposes the respective amounts; and

WHEREAS, the said County Commission has carefully considered requirements for each department in the county government and has estimated the income and expense of operations and has prepared a balanced budget totaling \$660,185,130 for the following funds for the ensuing year:

General Fund	327,497,483
Community Development Fund	2,651,457
Cooper Green Hospital Fund	89,566,124
Jefferson Rehabilitation and Health Center Fund	18,029,584
Sanitary Operations Fund	189,624,493
Community Development Home Program Fund	1,432,160
Emergency Management Agency Fund	1,341,000
Pension Board Fund	492,041
Storm Water Management Authority Fund	2,555,422
Debt Service Fund	<u>26,995,266</u>
TOTAL OPERATING BUDGET	<u>660,185,030</u>

BE IT RESOLVED by the County Commission of Jefferson County Alabama, that the Personnel Service Appropriations of Jefferson County are not transferable to operating fund accounts.

BE IT RESOLVED by the County Commission of Jefferson County, Alabama that the Highway Maintenance Materials and Supplies of the Jefferson County Road Fund and the Capital Improvements Fund are not transferable to any other operating fund category of expenditures.

NOW, THEREFORE, BE IT RESOLVED, by the County Commission of Jefferson County, Alabama, that the County Operating Budget for Fiscal Year 2007-2008 be and the same is hereby adopted.

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

Statement of Bettye Fine Collins
Regarding the Budget for Fiscal Year 2008
and its Treatment of Positions Unfilled in Fiscal Year 2007

I want to correct some misinformation about the draft budget for Fiscal Year 2008 that has appeared in the newspaper and elsewhere.

For many years the County has budgeted a large number of personnel positions that have remained unfilled for all or part of a budget year. During Fiscal Year 2007 these budgeted but unfilled positions have amounted to as much as \$30 million on an annual basis for all funds.

In an effort to present a balanced budget for Fiscal Year 2008, \$18,000,000 of requests for unfilled positions have been removed from general fund departmental budgets, although the positions themselves have not been eliminated from the manning chart. Amounts included in the departmental budgets for personnel positions exceed amounts required for current employees by approximately \$1,000,000; this \$1,000,000 contingency amount plus additional amounts which will be freed up as current employees retire or leave for other reasons should be sufficient for funding critical positions as determined by the Finance Committee of the Commission.

We will be examining the necessity of all positions in the County. I expect that we will be both adding positions and terminating positions in order to right size the County's work force.

The only meaningful way to control County operating expenses is to control personnel costs. To balance the budget we either have to control personnel costs or raise taxes. At the last election a majority of the voters of the County told us they did not want us to raise taxes, and I do not propose to do so.

I appreciate the participation and the cooperation of our department heads as we have engaged in this laborious budgeting process for 2008.

We look forward to better days ahead and appreciate your cooperation as we work to get our financial house in order.

Motion was made by Commissioner Langford seconded by Commissioner Smoot to divide surplus funds between the Cultural

Alliance and the Sheriff's Department. Voting "Aye" Langford and Smoot. Voting "Nay" Carns and Collins. Commissioner Humphryes abstained from voting.

Statement of Jefferson County Commission President
Bettye Fine Collins
Budget FY 08

Please consider the following when reviewing the proposed 2008 budget:

1. Neither the state auditors nor independent CPAs engaged to audit certain funds have yet issued reports relative to the fiscal year ended September 30, 2006. We believe there will be some material adjustments. In addition, we do not have FY 2007 financial information subsequent to May 31, 2007. Consequently, estimates of beginning fund balances as of October 1, 2007 are based on information that may be in error and is at best out of date.
2. The attached budget reflects expenditures in the general fund for operations contained within that fund that do not exceed revenues. However, transfers from the general fund to cover deficits in the Jefferson Rehab Health Center, Community Development/Home Program and EMA funds result in a reduction in the general fund balance of over \$5,000,000.
3. The line item for debt service funds includes Fund 15 (ad valorem taxes earmarked for roads and bridges) and Fund 95 (primarily interest income on debt service funds). These funds are used to cover debt service so long as expenditures for roads and bridges in the general fund exceed the amount of debt service.
4. Revenues for all funds exceed expenditures by approximately \$4,000,000.
5. Consideration should be given to planning to increase the general fund balance over time to an amount equal to six to eight weeks of expenditures. This would require a general fund balance of \$45,000,000 to \$50,000,000.

Commissioner Collins then asked for the vote on the original motion.

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

Sep-18-2007-1185

Jefferson County Commission
Fiscal Year 2007 Health Department

WHEREAS, the Jefferson County Board of Health, pursuant to Act No. 231, 1977 Regular Session of the Alabama Legislature, has presented its Fiscal Year 2007 - 2008 operating budget to the County governing body, the County Commission; and

WHEREAS, the Finance Department did review the Health Board's operating budget, its financial statements and statements of external funding sources, and after which said office did recommend the operating budget to the Commission; and

WHEREAS, the County Commission has discussed the Health Board's budget request.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE, BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that pursuant to that authority as outlined by the 1977 Alabama Legislature Regular Session, Act No. 231, does set the 2006 - 2007 ad valorem receipts to be paid to the Jefferson County Health Board to be as follows: \$7,454,400.

BE IT FURTHER RESOLVED that the Finance Director is to present a certified copy of this action to the Tax Collector pursuant to Act No. 231, 1977 Session of the Alabama Legislature, so that the Tax Collector shall withhold the appropriate amount of ad valorem receipts to be paid over to the Health Board.

Adopted this the 18th day of September, 2007.

Diane Townes, Minute Clerk

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

Sep-18-2007-1186

Jefferson County Commission
Salary Adjustment

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION as follows:

1. That effective the beginning of the first full pay period in Fiscal Year 2007-2008, the classified employees of Jefferson County, Alabama, shall receive a salary adjustment increase in an amount equal to 3.00% of the present base rate compensation of the respective employees.
2. That effective the beginning of the first full pay period in Fiscal Year 2007-2008, the unclassified employees in the Laborer I, Laborer II, and Laborer III jobs of Jefferson County, Alabama, shall receive a salary adjustment increase in an amount equal to 3.00% of the present base rate of compensation of the respective employees.
3. That effective the beginning of the first full pay period in Fiscal Year 2007-2008, the Appointed Administrative Assistants, Appointed Secretaries and other unclassified employees who are appointed by the County Commission and whose salaries are set by the County Commission shall receive a salary adjustment increase in an amount equal to 3.00% of the present base rate compensation of the respective employees.
4. That effective the beginning of the first full pay period in Fiscal Year 2007-2008, the unclassified clerical employees appointed by other elected county officials shall receive a salary adjustment increase in the amount of 3.00% of the present base rate compensation of the respective employees.
5. That effective the beginning of the first full pay period in Fiscal Year 2007-2008, the Deputy District Attorneys for the Birmingham District and Deputy District Attorneys for the Bessemer District who receive a portion of their compensation from the Jefferson County Commission as a salary supplement, shall receive a salary adjustment increase in the amount of 3.00% of the present base rate supplement received from the Jefferson County Commission.
6. That classified employee pay rates shall be in accordance with the pay schedules established and maintained by the Personnel Board of Jefferson County, Alabama.
7. That said salary adjustment increase shall be effective through the end of the pay period which includes September 30, 2008, and shall remain in effect unless modified or amended by formal action of the Jefferson County Commission.
8. That effective the beginning of the first full pay period in Fiscal Year 2007-2008, the local officials covered by Chapter 2A, Title 11, Code of Alabama 1975*, shall receive a salary adjustment in the amount of 3.00% of the base rate compensation of the respective local officials.

Adopted: This 18th day of September, 2007.

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-18-2007-1187

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreements between Jefferson County, Alabama and the City of Hueytown (for Senior Citizen Center) to add the following requirement:

On Page 1, under A. NUTRITION, between the Congregate Meal and Holiday Schedule sections, add the following:

INELIGIBLE CONGREGATE MEAL

Effective 11-01-06, the Agency agrees to reimburse the County at the rate of \$2.54 per meal for meals deemed ineligible. A meal becomes ineligible when it is not served at the senior center to a person 60 years of age or older or the spouse of a person 60 years of age or older.

Contributions received at the senior center may not be used to reimburse the County for ineligible meals nor any federal funds found in this contract.

Using the Weekly Meal Report as verification of the distribution of meals received at the center, all meals recorded as ineligible will be invoiced to the Agency on a monthly basis. Payment should be made to the Jefferson County Office of Senior Citizens Services and remitted to 2601 Highland Avenue, Alabama 35205 Attn: Samantha Matthews.

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

Smoot, Carns, Collins, Humphryes and Langford.

Sep-18-2007-1188

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Agreements between Jefferson County, Alabama and by and through the Office of Senior Citizen Services and Positive Maturity to provide funding for Senior Citizen Centers for older residents at the following locations:

- (a) New Merkle Senior Center (Vestavia area) - \$9,900 - federal funds
- (b) Ensley Senior Center (Ensley area) - \$10,900 - federal funds
- (c) Shepard Center East Senior Center (East Lake area) - \$9,900 - federal funds

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

Sep-18-2007-1189

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and Muscoda Improvements Corporation to provide funding for the Senior Citizen Center for older residents residing in Muscoda and the surrounding areas in the amount of \$15,312.50 - federal funds.

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

Sep-18-2007-1190

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and City of Tarrant Parks and Recreation Board to provide funding for the Senior Citizen Center for older residents residing in Tarrant and the surrounding areas in the amount of \$9,900 - federal funds.

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

Sep-18-2007-1191

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by David Mark Rhea, applicant, d/b/a Minor Parkway Texaco located at 1480 Minor Parkway, Birmingham, AL 35224 for an off-premise retail beer and wine

license, be and hereby is approved.

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-18-2007-1192

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.

Alabama Department of Homeland Security Cooperative Agreement - State Homeland Security Grant Program in the amount of \$54,375 to purchase hazmat equipment for the Jefferson County Sheriff's Department and Birmingham Fire and Rescue.

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

Communication was read from Roads & Transportation recommended the following;

1. AT&T (BellSouth) to install 50,655' of buried cable along Belmont Road (Irondale to Cahaba Heights).
2. Alabama Gas Corporation to install 635' of 6" and 100' of 4" gas main for the Eastern Valley Road and McCalla Road relocation.

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

Sep-18-2007-1193

Jefferson County Commission

Equipment Shop Charges

WHEREAS, the Jefferson County Roads and Transportation Department, Fleet Management Division, is responsible for maintaining the motorized fleet for all County departments and some outside boards and agencies; and

WHEREAS, charges for such services are based upon prevailing labor, equipment and material costs to the County.

NOW, THEREFORE, BE IT RESOLVED, that the following shop charges become effective October 1, 2007

<u>Item</u>	<u>Rate</u>
Shop Charge per Mechanic Hour (Internal)	\$ 44.78
Shop Charge per Mechanic Hour (External)	\$ 50.83
Parts Surcharge Percent of Cost (Internal)	19.80%
Parts Surcharge Percent of Cost (External)	2.50%
Motor Pool Per Mile (Internal Only)	\$ 0.13
Motor Pool Per Day (for over 24 hours or mileage, whichever is greater)	\$ 17.50

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-18-2007-1194

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 #
A966046	SEDAN 4 DR C V G/W 96	2FALP71 W2TX139384	960799
A9760109	SEDAN 4 DR C V G/W 97	2FALP71 W2VX188510	971506
A966016	SEDAN 4 DR C V G/W 96	2FALP7IW5TX139329	960797

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-18-2007-1195

A RESOLUTION AUTHORIZING AN INCREASE IN THE COUNTY FLEET BY
PROVIDING ONE UNIT FOR USE BY THE HUMAN RESOURCES DEPARTMENT

WHEREAS, the Jefferson County Commission supports the need for the Jefferson County Human Resources Department within Jefferson County, and

WHEREAS, the Jefferson County Human Resources Department is requesting that one car, A068310, be used by the Department Head,

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the fleet of the Human Resources Department be increased by the requested one unit, A068310, and the Fleet Manager be and hereby is authorized to include one unit as part of that department's fleet.

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-18-2007-1196

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Engineering Service Associates, Inc. to provide engineering service for the Infrastructure Management System in an amount not to exceed \$810,192.65.

Agreement
To Provide

Jefferson County Department of Roads and Transportation Engineering Services For An Infrastructure Management System

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

CONSULTANT).

WHEREAS, the CONSULTANT shall provide engineering, application development, project coordination, and other services necessary to plan and implement a complete Infrastructure Management System (IMS) for the JEFFERSON COUNTY DEPARTMENT OF ROADS AND TRANSPORTATION (RT) that will be incorporated into the COUNTY's current enterprise computer system. This enterprise system includes Geographic Information System (GIS), Document Management System (DMS) and Business Open Systems. The Infrastructure Management System will allow the Department of Roads and Transportation (RT) to manage all infrastructure and processes required through a GIS interface. This system will include, but will not be limited to roadways, bridges, signals, signs, pavement equipment and maintenance facilities. The CONSULTANT shall provide this project plan to transfer the existing manual and/or disparate computer systems used in RT to a centralized computer system based on the COUNTY's current information system.

WHEREAS, COUNTY has previously contracted this Work to USI, Inc. which consultant performed several aspects of the Work before abandoning the contract.

It is agreed between the parties as follows:

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

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

W I T N E S S E T H

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

The CONSULTANT, in developing this Infrastructure Management System, will follow Systems Development and Change Management best practices for production and infrastructure controls set forth by the Department of Information Technology Project Management Office (IT) for Jefferson County. All work by the CONSULTANT under this agreement will be subject to review by Department of Roads and Transportation and Information Technology and approval and acceptance by of the COUNTY's Director of Roads and Transportation. All applications developed for this project will be compatible with the latest release of ERSI software products.

The CONSULTANT has acquired several former employees of USI, Inc. along with certain deliverables, information and technology regarding the Work. CONSULTANT hereby acknowledges and agrees that CONSULTANT is fully informed regarding the WORK performed by USI, Inc and hereby acknowledges and adopts the Work performed by USI, Inc. as its own work and accepts full responsibility for the Work performed by CONSULTANT pursuant to this Agreement.

ARTICLE I SCOPE OF WORK

The Work of the project shall be as hereinafter outlined and described and as further specified in the following attachments which are incorporated herein by references:

1. Roads and Transportation Infrastructure Management System (RT IMS) Business Analysis and Feasibility Study (Attachment)
2. Gantt Chart (Attachment)
3. RIMS Network Diagram (Attachment)

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

The three primary phases are Departmental Re-Assessment, Process and Systems Development and Implementation.

The Departmental Re-Assessment Phase will require the CONSULTANT to gather information from the COUNTY in regard to changes that have been made to departmental, interdepartmental and external workflow procedures since the original Assessment, known as the Business Analysis and Feasibility Study, was performed. It will also require the CONSULTANT to gather information regarding the current software and hardware state. This will include an update to the inventory of all hardware and software that exists in those areas of the COUNTY deemed relevant to complete the project. The CONSULTANT will document existing automated and manual processes that RT uses to successfully operate. (See Attachment A - on file in the Minute Clerk's office).

The Process and Development Phase will require the CONSULTANT to create a detailed plan for the time of Development and Implementation. This phase requires the CONSULTANT to analyze the information gathered in the Re-Assessment Phase and to create detailed plans for the hardware, software, application development, data development and workflow required for the successful implementation of a comprehensive Infrastructure Management System (IMS) for Roads and Transportation. The CONSULTANT will

provide detailed plans and timelines for the successful development and deployment of an IMS for Roads and Transportation.

The Process and Systems Development procedures will be divided into 4 primary segments including 1) Design / Architecture 2) Implementation Plan 3) Database Development Plan (GIS, business, imaging) and 4) Transition Plan. Each segment will be further subdivided into multiple segments that are clearly documented in a Microsoft project plan that will support milestones delivered to the County by the Consultant.

The Implementation Phase will require the CONSULTANT to use the project plan and the Re-Assessment documents to develop and deploy the IMS to RT. Successful implementation will be defined as a completely functioning system that incorporates all aspects of the Re-Assessment and Process, Design and System Phases. The Director of Roads and Transportation and the Chief Information Officer of the Department of Information Technologies must review and approve all aspects of the Implementation Phase before the project is considered complete.

In each phase of this project it is required that the CONSULTANT provide a monthly status report to the Director of Roads and Transportation.

Project Outline

The following list will be a framework or guide for the deliverable products for the Re-Assessment Phase.

Re-Assessment Phase

1. Re-Assessment
 - a. Requirements Analysis
 - b. Current State Assessment
 - i. Process Analysis (Current workflow state)
 1. Organizational Structure
 2. Manual
 3. Automated
 4. Organizations outside RT
 5. Interdependencies
 - ii. Infrastructure Analysis
 1. Hardware Inventory
 2. Software Inventory
 3. Communications
 4. Network
 - iii. Staff Analysis
 1. Organizational Structure
 2. Skill Level
 3. Number
 4. Functions
 - iv. Existing data inventory
 1. Sources
 2. Types
 3. Categories
 4. Location
 5. Size
 6. Structure
 7. Access frequency
 - c. Cost / Benefit Report
 - i. Feasibility
 - ii. Costs Savings
 - iii. Risks

The Re-Assessment phase will gather information from Roads and Transportation staff, the Department of Information Technologies (IT) staff, other COUNTY staff and other individuals and companies as required, to define the overall system requirements for the Infrastructure Management System (IMS). It will also be used to assess the manual and automated workflows that take place within Roads and Transportation (RT) and other COUNTY departments, jurisdictions or other entities such as contractors, who are considered to be part of RT's business workflow.

The CONSULTANT will update the existing list of current computer systems in all divisions of RT and will work with the IT to verify these systems. The systems will include a complete RT department system wide account of staff utilization, current software, hardware, data inventory, current backup and recovery procedures and any existing documentation of the current systems.

The CONSULTANT will update the inventory of RT computer systems, RT staff and roles and responsibilities. The CONSULTANT will work with IT staff to identify strengths and weaknesses within the existing RT computers and the overall enterprise computer system. The CONSULTANT will work with RT to identify business process and or professional strengths and weaknesses within RT staff.

The CONSULTANT will provide RT with an updated Cost Benefit analysis of any proposed changes to the current system, both manual and automated, specifically identifying a timeline which indicates when changes will be paid for through cost savings.

Once RT has approved the Re-Assessment phase, the CONSULTANT will use guidelines provided by the IT and RT staff to develop Process and System Development for the proposed process workflow, computer infrastructure design, communication design, software design and database system design.

The following list will be a framework or guide for the deliverable products.

Process and Systems Development Phase

1. Design / Architecture
 - a. Workflow design
 - b. Computer infrastructure design
 - c. Communication design
 - d. Software /database system design
 - e. Backup / restore (recovery)
 - f. Other equipment (Trucks, GPS equipment, etc.) integration and design
2. Implementation Plan
 - a. Overall project plan
 - b. Component acquisition and installation plan (Infrastructure Deployment Plan)
 - i. Computer Hardware
 - ii. Other equipment (Trucks, GPS equipment, etc.)
 - iii. Computer Software
 - iv. Communication
 - c. Software Development Plan
 - i. New application development
 - ii. Transfer existing applications
 - iii. Incorporate systems into existing systems (within the enterprise)
3. Database Development Plan (GIS, business, imaging)
 - a. Transition from manual to automated
 - b. Data conversion Plan
 - i. From automated systems
 - ii. From new systems
 - iii. New database designs
4. Transition Plan
 - a. Moving system from CONSULTANT implementation to COUNTY staff
 - b. Training for RT staff system utilization
 - c. Training for RT and DOIT staff for system maintenance
 - d. Recommendation for additional staffing needs, if required

The System Design will incorporate a team approach with the DOIT and RT staff to identify at least the following:

- workflow improvements for RT and other related County departments
- computer infrastructure improvements
- computer infrastructure upgrades to hardware and software
- network improvements for outlying RT divisions
- wireless systems
- integration of data collection methods into workflow

The CONSULTANT will develop a design to incorporate all functions identified in the requirements study. Along with the overall system design, the CONSULTANT will develop a system implementation plan.

The CONSULTANT will provide an Implementation Plan to be used to determine a work plan to transition from the current disparate RT manual and computer systems to the COUNTY s enterprise computer system. This design will provide methodologies, procedures, and an outline of necessary infrastructure, staffing, equipment and timelines for moving the existing RT system to the COUNTY s enterprise system. It will note any data that must be created or changed in order for the overall design to move forward.

The Transition Plan will identify a method of transferring knowledge from the CONSULTANT to the COUNTY so that the COUNTY will be able to completely manage all aspects of the Infrastructure Management System at the time of project completion.

Implementation Phase

The Implementation Phase will consist of the delivery and executing the Re-Assessment Plan, the Design Plan and the Implementation Plan, to the satisfaction of the Director of Roads and Transportation.

Each deliverable phase will be approved by The Director of Roads and Transportation before additional phases begins.

ARTICLE II OBLIGATION OF COUNTY TO CONSULTANT

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

- Project Management including oversight by DOIT project Management Office
 - Templates and guidelines for deliverables
- Project Coordination

ARTICLE III TIME OF BEGINNING AND COMPLETION

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

- Re-Assessment Phase 60 days
- Process & Systems Development Phase 420 days after acceptance of the Re-Assessment Phase
- Implementation Phase 90 days after acceptance of the Process & Systems Development Phase

All work shall be completed within 19 months after written Notice to Proceed exclusive of any review time by the COUNTY.

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

ARTICLE IV PAYMENT

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

The Cost Plus Fixed Fee shall be computed on the basis of a Cost Plus Fee contract tied to a series of deliverables. The total of the deliverables will not exceed Eight Hundred Ten Thousand One Hundred Ninety Two Dollars and Sixty-Five Cents (\$810,192.65). This contract amount shall not be exceeded except by formal amendment to this agreement. Provided, CONSULTANT acknowledges the total compensation including all expenditures and expenses may be less than the above amount.

<u>Description</u>	<u>Not to exceed of Total Contract Amount</u>
1. Re-Assessment	<u>\$ 48,140.89</u>
a. Requirements Analysis	\$ 13,106.61
b. Current State Assessment	\$ 17,392.14
c. Cost/Benefit Report	\$ 8,821.07
d. Update Business Analysis and Feasibility	\$ 8,821.07
Study Documentation	
2. Process and Systems Development	<u>\$598,214.79</u>
a. Design/Architecture	\$118,905.60
i. Workflow design	
ii. Computer infrastructure design	
iii. Communication design	
iv. Software/database system design	
b. Implementation Plan	\$455,904.26
i. Overall project plan	
ii. Component acquisition and installation plan	
iii. Software development	
c. Database Development Plan (GIS, business, imaging)	\$ 4,887.83
d. Transition Plan	\$ 18,517.10
3. Implementation Phase	<u>\$163,836.97</u>
a. Data Migration	\$ 35,005.66
b. System Installation	\$ 82,829.57
c. Training and Handoff	\$ 46,001.74

Total Contract Amount: \$810,192.65

Invoices may be submitted monthly with itemized description of the Work performed.

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

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

ARTICLE V - MISCELLANEOUS PROVISIONS

SECTION 1 - CHANGES OF WORK

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

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

SECTION 2 - OWNERSHIP OF ENGINEERING DOCUMENTS

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

SECTION 3 OWNERSHIP OF DERIVATIVE MATERIALS AND INTELLECTUAL PROPERTY

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

SECTION 4 - CONSULTANTS ENDORSEMENT

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

SECTION 5 - DELAYS AND EXTENSIONS

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

SECTION 6 TERMINATION OF CONTRACT FOR BREACH

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

1. Substantial evidence and belief that the progress being made by the CONSULTANT is insufficient to complete the Work within the specified time.
2. Deliberate failure on the part of the CONSULTANT to proceed with the Work when so instructed by the COUNTY or to observe any requirement of these Specifications.
3. Failure on the part of the CONSULTANT to promptly make good any defects in materials or construction that may be called to his attention by the COUNTY.

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

C. Upon receipt of notice from the COUNTY that the AGREEMENT has been terminated, the CONSULTANT shall immediately discontinue all operations, safely secure all items of the Work, and remove his equipment. The COUNTY may then proceed with the

Work in any lawful manner that it may elect, until it is finally completed. When thus finally completed, the total cost of the Work (including all previous payments made to the CONSULTANT) will be computed and if this total cost is greater than the AGREEMENT price, the difference shall be paid to the COUNTY by the CONSULTANT or his surety.

SECTION 7 - TERMINATION OR ABANDONMENT FOR CONVENIENCE

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

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

- A. No consideration will be given to profit which the CONSULTANT might have made on the uncompleted portion of the work.
- B. If the AGREEMENT provides for a lump sum amount, final compensation to the CONSULTANT shall be determined by the

COUNTY establishing the percent of satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT multiplied by the contract amount, less any payments previously made.

- C. If the AGREEMENT does not provide a lump sum amount, final compensation to the CONSULTANT shall be determined

by the COUNTY confirming all reimbursable costs incurred for satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT, less any payments previously made.

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

SECTION 8 - CONTROVERSY

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

SECTION 9 - RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

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

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

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

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

SECTION 10 - GENERAL COMPLIANCE WITH LAWS

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

SECTION 11 - SUBLETTING, ASSIGNMENT OF TRANSFER

There shall be no assignment subletting or transfer of the interests of the CONSULTANT in any of the work covered by this AGREEMENT without written consent of the COUNTY. In the event the COUNTY gives such consent, the terms and conditions of

this AGREEMENT shall apply to and bind the party or parties to whom such work is consigned, subject or transferred as fully and completely as the CONSULTANT is hereby bound and obligated.

SECTION 12 - EMPLOYMENT OF COUNTY WORKERS

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

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

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

SECTION 13 - CONTROL

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

SECTION 14 - CONDITIONS AFFECTING WORK

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

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

A. Non-Discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, creed, color, sex, national origin, or disability in the selection and detention of subcontractors, including procurement of materials and lease of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964 or the Equal Opportunity Provisions of Executive Order 11246 of September 24, 1965.

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

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

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

ARTICLE VI

SECTION 1 - EXECUTORY CLAUSE

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

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

ARTICLE VII

Section 1. Warranties.

a. CONSULTANT warrants to COUNTY that all Deliverables provided to COUNTY hereunder including all Deliverables provided by USI, Inc., shall materially conform to the SOW specifications and warrants the completed project solution for a period of

ninety (90) days following go-live date. If COUNTY notifies CONSULTANT of nonconformity with this warranty during the Warranty Period, CONSULTANT shall promptly use reasonable efforts to remedy the nonconformity at no additional expense to COUNTY. If CONSULTANT, after using reasonable efforts, is unable to remedy the nonconformity, CONSULTANT shall refund the portioned amount paid by COUNTY for the nonconforming Deliverable(s) and related requirement(s). Notwithstanding the foregoing, CONSULTANT shall have no obligation or liability to COUNTY under this warrant to the extent that the nonconformity arises from (i) use of the Deliverables not in accordance with instructions, documentations, or specifications (Misuse); (ii) alteration, modification or revision of the Deliverables not expressly authorized by CONSULTANT (Alteration); (iii) COUNTY S failure to use or implement corrections or enhancements to the Deliverables made available by CONSULTANT; (iv) the combination of the Deliverables with materials not provided, specified, or approved by CONSULTANT.

b. CONSULTANT warrants that it will perform services hereunder with reasonable skill and care. All warranties provided herein are personal to, and intended solely for the benefit of, COUNTY and do not extend to any third party.

c. The express warranties in this section shall be in lieu of all other warranties, either express or implied, including, warranties of merchantability, non-infringement, and fitness for a particular purpose.

Section 2. Indemnity.

a. CONSULTANT shall indemnify, hold harmless and defend COUNTY from and against any and all claims, liabilities, losses, expenses (including reasonable attorneys fees), fines, penalties, taxes or damages (collectively Liabilities) incurred by or asserted against COUNTY to the extent such Liabilities result from a third party claim that Deliverables infringe upon that third party s trade secret, trademark, service mark, copyright, or patent (Intellectual Property Rights). The foregoing indemnification obligations shall not apply to any infringement to the extent caused by COUNTY S (i) misuse, (ii) alteration, (iii) failure to use or implement corrections or enhancements to the Deliverables made available by CONSULTANT, or (iv) combination of the Deliverables with materials not provided, specified or approved by CONSULTANT.

b. If CONSULTANT determines that either party may become subject to a suit seeking an injunction or order precluding use of any Deliverable by COUNTY, CONSULTANT may, at its option: (i) obtain the right for continued use of the Deliverable for COUNTY; (ii) modify the Deliverable to avoid infringement while maintaining at least equivalent functionality only as agreed upon by COUNTY in the Change Order Process , (iii) recommend an alternative equivalent Deliverable only as agreed upon by COUNTY in the Change Order Process; or (iv) provide a refund of the fees paid by COUNTY for the infringing Deliverable less any depreciation as calculated on a five-year straight-line basis commencing with COUNTY S receipt of the applicable Deliverable.

Section 3. Limitation of Liability.

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

ARTICLE VIII

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

ENGINEERING SERVICE ASSOCIATES, INC.

RECOMMENDED:

Frank Lindstrom, Jr.
Chairman

E. Wayne Sullivan
Director/County Engineer

ATTEST:

JEFFERSON COUNTY

COMMISSION

Minute Clerk

Bettye Fine Collins, President

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following

Right-of-Way Deed dedicating necessary right-of-way to Jefferson County located on Forestdale Bend Road for McDonald Hollow Landfill.

RIGHT OF WAY DEED (ROAD)

Forestdale Bend Road

Road 104.000

ENGINEERING -469

This Instrument Prepared By:

Rick Turner, Land Acquisition Agent

Jefferson County Courthouse

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One and no/100 Dollars (\$1.00) cash in hand paid by Jefferson County, the receipt whereof is hereby acknowledged, we, the undersigned, do hereby grant, bargain, sell and convey unto the said Jefferson County, its successors and assigns, a right-of-way and easement for public purposes, including a public road and appurtenances, including drainage facilities, underground water and sewer lines and other public utilities and devices both below and above ground. Said right-of-way being located in Jefferson County, Alabama and described as follows, to-wit:

Commence at the NW corner of the SW ¼ of the NW ¼ of Section 36, Township 16 South, Range 4 West and run easterly along the north line of said ¼ - ¼ section a distance of 160 feet to the Point of Beginning of this right-of-way; thence turn an angle of 67° 24' 40" to the right and run southeasterly a distance of 875.42 feet to an existing R.O.W. marker; thence turn an angle of 76° 15' 33" to the left and run easterly a distance of 74.53 feet to an intersection with the east property line of Grantor s property; thence turn an angle of 103° 36' 23" to the left, this being the Point of Beginning of a curve to the left having a having a central angle of 2° 3' 41" and a radius of 11,459.20 feet; thence run northwesterly along arc of said curve a distance of 412.28 feet to the end of said curve; thence continue northwesterly along the extended tangent of said curve a distance of 233.82 feet to the Point of Beginning of a curve to the right having a central angle of 6° 41' 32" and a radius of 1,896.28 feet ; thence continue northwesterly along the arc of said curve a distance of 221.49 feet to a point on the north line of said ¼ - ¼ section; thence turn left 76° 10' 32" from the tangent of said curve and run a distance of 68.49 feet along said ¼ - ¼ north line to the Point of Beginning and the end of this right-of-way.

All of said right-of-way lies in the SW ¼ of the NW ¼ of Section 36, Township 16 South, Range 4 West and the right-of-way contains 1.29 acres, more or less.

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

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

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

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this _____ day of _____, 2007.

Bettye Fine Collins
President, Jefferson County Commission

ATTEST: _____
Diane C. Townes

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-18-2007-1198

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following

Right of Way Deed - Deed of Correction for sanitary sewer easement located on County property near Wal-Mart Super Center in Adamsville,

Alabama.

PROJECT NAME:
Wal-Mart Supercenter 1158-02
Adamsville, Alabama
Easement No. Two and Four
RIGHT OF WAY DEED

Prepared By:
Carl Daniel Moore
Surveying Solutions Inc.
5511 Highway 280 East Suite 314
Birmingham Al 35242

STATE OF ALABAMA)

JEFFERSON COUNTY)

Deed of Correction for Inst. No. 200401 Page 6623

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of ONE & 00/100 Dollars (\$ 1.00) cash in hand paid by Jefferson County, the receipt whereof is hereby acknowledged, we, the undersigned, do hereby grant, bargain, sell and convey unto the said Jefferson County, its successors and assigns, a right-of-way and easement for sanitary sewer purposes, including the installation and maintenance of sewer pipelines, underground and on the surface, and underground and surface support facilities, including stations, access points, stubouts and manholes, said right-of-way and easement being located in Jefferson County and described as follows:

Wal-Mart Adamsville, Alabama

Easement #2 (Line A Jefferson County Property)

Revised 06/06/07

A 20-foot easement for a sanitary sewer line situated in the Northeast quarter of Section 11, and the Southeast quarter of Section 2, all in Township 17 South, Range 4 West, Jefferson County, Alabama, lying 10 feet each side of a centerline, being more particularly described as follows:

Commence at the Northwest corner of the Northwest quarter of the Northeast quarter of said Section 11; thence run South along the West line of said quarter section for a distance of 1,091.61 feet to the centerline of an existing sanitary sewer; thence turn an angle to the left of 28 degrees, 00 minutes, 00 seconds and run in a Southeasterly direction along said centerline for a distance of 119.22 feet to the center of an existing manhole; thence turn an angle to the left of 73 degrees, 10 minutes, 41 seconds and run in a Northeasterly direction for a distance of 69.67 feet to a point; thence turn an angle to the left of 76 degrees, 45 minutes, 50 seconds and run in a Northeasterly direction for a distance of 260.06 feet to a point; thence turn an angle to the left of 03 degrees, 26 minutes, 29 seconds and run in a Northerly direction for a distance of 254.35 feet; thence turn an angle to the right of 91 degrees, 55 minutes, 30 seconds and run in an Easterly direction for a distance of 212.32 feet to a point; thence turn an angle to the left of 04 degrees, 25 minutes, 05 seconds and run in a Northeasterly direction for a distance of 366.88 feet to a point; thence turn an angle to the left of 00 degrees, 02 minutes, 05 seconds and run in a Northeasterly direction for a distance of 160.22 feet to the point of beginning of a 20 sanitary sewer easement lying 10 foot each side of, parallel to and abutting the following described line; thence turn an angle to the left of 00 degrees, 00 minutes, 00 seconds and run in an Easterly direction for a distance of 53.55 feet to a point; thence turn an angle to the right of 93 degrees, 00 minutes, 00 seconds and run in a Southerly direction for a distance of 34.37 feet to a point on the Northern boundary line of the property recorded in Deed Book 200001 Page 8368; thence turn an angle to the right of 180 degrees, 00 minutes, 00 seconds and return to the previously described point; thence turn an angle to the right of 08 degrees, 44 minutes, 59 seconds and run in a Northeasterly direction for a distance of 71.52 feet to a point; thence turn an angle to the right of 90 degrees, 00 minutes, 00 seconds and run in a Southeasterly direction for a distance of 59.65 feet to a point on the Western boundary of the property recorded in Deed Book 2627 Page 0596; thence turn an angle to the right of 180 degrees, 00 minutes, 00 seconds and return to the previously described point; thence turn an angle to the right of 90 degrees, 00 minutes, 00 seconds and run in a Northeasterly direction for a distance of 220.73 feet to a point; thence turn an angle to the right of 90 degrees, 00 minutes, 00 seconds and run in a Southeasterly direction for a distance of 29.41 feet to a point on the Western boundary of the property recorded in Deed Book 9804 Page 1880; thence turn an angle to the right of 180 degrees, 00 minutes, 00 seconds and return to the previously described point; thence turn an angle of 90 degrees, 00 minutes, 00 seconds and run in a Northeasterly direction for a distance of 39.89 feet to a point; thence turn an angle to the right of 03 degrees, 00 minutes, 20 seconds and run in a Northeasterly direction for a distance of 46.55 feet to a point; thence turn an angle to the left of 07 degrees, 42 minutes, 06 seconds and run in a Northerly direction for a distance of 107.37 feet to a point; thence turn an angle to the left of 92 degrees, 10 minutes, 39 seconds and run in a Westerly direction for a distance of 39.08 feet to a point; thence turn an angle to the right of 23 degrees, 36 minutes, 31 seconds and run in a Northwesterly direction for a distance of 265.47 feet to a point; thence turn an angle to the right of 24 degrees, 24 minutes, 57 seconds and run in a Northwesterly direction for a distance of 67.94 feet to a point; thence turn an angle to the left of 40 degrees, 32 minutes, 16 seconds and run in a Northwesterly direction for a distance of 69.50 feet to a point on the Eastern boundary of the property previously recorded in Deed Book 6875 Page 225, said point being the end of said easement.

Wal-Mart Adamsville, Alabama

Easement #4 (Line B Jefferson County Property)

Revised 06/06/07

A 20-foot easement for a sanitary sewer line situated in the Northeast quarter of Section 11, Township 17 South, Range 4 West, Jefferson County, Alabama, lying 10 feet each side of a centerline, being more particularly described as follows:

Commence at the Northwest corner of the Northwest quarter of the Northeast quarter of said Section 11; thence run South along the West line of said quarter section for a distance of 1,091.61 feet to the centerline of an existing sanitary sewer; thence turn an angle to the left of 28 degrees, 00 minutes, 00 seconds and run in a Southeasterly direction along said centerline for a distance of 119.22 feet to the center of an existing manhole; thence turn an angle to the left of 73 degrees, 10 minutes, 41 seconds and run in a Northeasterly direction for a distance of 69.67 feet to a point; thence turn an angle to the left of 76 degrees, 45 minutes, 50 seconds and run in a Northeasterly direction for a distance of 260.06 feet to a point; thence turn an angle to the left of 03 degrees, 26 minutes, 29 seconds and run in a Northerly direction for a distance of 254.35 feet; thence turn an angle to the right of 91 degrees, 55 minutes, 30 seconds and run in an Easterly direction for a distance of 212.32 feet to a point; thence turn an angle to the left of 04 degrees, 25 minutes, 05 seconds and run in a Northeasterly direction for a distance of 366.88 feet to a point; thence turn an angle to the left of 00 degrees, 02 minutes, 05 seconds and run in a Northeasterly direction for a distance of 213.77 feet to a point ; thence turn an angle to the left of 78 degrees, 15 minutes, 01 seconds and run in a Northeasterly direction for a distance of 332.14 feet to the Point of Beginning of a 20' sanitary sewer easement lying 10' each side of, parallel to and abutting the following described line; thence turn an angle to the left of 51 degrees, 58 minutes, 22 seconds and run in a Northwesterly direction for a distance of 79.97 feet to the end of said easement.

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

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

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

Heirs and Assigns Forever:

Given under this _____ hand and seal, this _____ day of _____, A.D. 2007

Betty Fine Collins, President of Jefferson County Commission

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-18-2007-1199

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and CA, Inc. for acquisition and implementation of CA Clarity software to upgrade existing personnel management tool, expand to allow for project management and provide services to implement and train in the amount of \$246,503.

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-18-2007-1200

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION in accordance with Act 8287, Legislature of Alabama, and the Rules and Regulations of the Jefferson County Pension Board, and upon the request for approval by the Jefferson County Pension Board, the following proposed benefit enhancements of the General Retirement System for Employees of Jefferson County, Alabama, are hereby approved:

Implementation of a 2% cost of living increase for members who retired prior to October 1, 2006. Said cost of living increase shall be retroactive to October 1, 2004.

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-18-2007-1201

WHEREAS, the contract for animal control between BJC Animal Control Services, the City of Birmingham and Jefferson County expires on September 20, 2007; and

WHEREAS, Section 3-7(A)-7 of the Code of Alabama requires Jefferson County to provide a suitable County pound and impounding officer; and

WHEREAS, absent the extension and agreement of the contract between BJC Animal Control Services, Jefferson County would find itself in a state of emergency as it relates to its animal control responsibilities under the Code of Alabama.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Commission President is authorized to enter into an emergency month-to-month extension and amendment of the existing contract between BJC Animal Control Services, Inc., the City of Birmingham and Jefferson County.

AMENDMENT TO CONTRACT FOR ANIMAL CONTROL SERVICES

THIS AMENDMENT dated this the day of , 2007, is to amend that "Contract for Animal Control Services" dated August 24, 2004, effective September 1, 2004, by and between JEFFERSON COUNTY, ALABAMA ("the County"), the CITY OF BIRMINGHAM, ALABAMA, (the "City") and BJC ANIMAL CONTROL SERVICES, INC., ("Contractor").

WHEREAS, the County, the City and Contractor desire to contract for a limited extension of the original Contract on a monthtomonth basis for animal control services as same is in the best interests of the parties and the citizens of Jefferson County, Alabama and the City of Birmingham, Alabama.

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

1. That Section 4. `TERMS OF AGREEMENT AND TERMINATION.," shall be amended to read in full as follows:

"The term of this AGREEMENT shall begin on September 1, 2004, and continue until September 30, 2005, with automatic renewal through September 30, 2007, unless the County or City provides written notice of non-renewal at least ninety (90) days in advance. Subsequent to September 30, 2007, the contract may be extended on a month-to-month basis under the same terms and conditions of the AGREEMENT except that the monthly contract amount for the first three months of the AGREEMENT beginning October 1, 2007 and ending December 31, 2007, shall be ninety three thousand five hundred twenty one dollars and fifty seven cents (\$93521.57), sixty thousand seven hundred eighty nine dollars and two cents (\$60,789.02) to be paid by the City of Birmingham and thirty two thousand seven hundred thirty two dollars and fifty five cents (\$32,732.55) to be paid by the Jefferson County Commission, and for each month beginning January 1, 2008 the amount shall be ninety seven thousand five hundred twenty one dollars and fifty seven cents (\$97,521.57), to be paid sixty three thousand three hundred eighty nine dollars and two cents (63,389.02) by the City of Birmingham and thirty four thousand one hundred thirty two dollars and fifty five cents (\$34,132.55) paid by the Jefferson County Commission; provided that the AGREEMENT may be terminated on thirty (30) days notice during the month-to-month extensions. Such termination shall not relieve the Contractor of any liability to the County and City for damages sustained by virtue of a breach by the Contractor. Contractor shall not be entitled to lost profit or other economic loss resulting from any termination."

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

WITNESS: JEFFERSON COUNTY, ALABAMA
Bettye Fine Collins, President
ATTEST: CITY OF BIRMINGHAM, ALABAMA
City Clerk Bernard Kincaid, Mayor
WITNESS: CONTRACTOR
Steve L. Smith, President BJC Animal Control Services, Inc.

Approved as to Form by Law Department:

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

Sep-18-2007-1202

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and Crippled Children's Foundation. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Crippled Children's Foundation (hereinafter called the "Contractee").

W I T N E S S E T H:

WHEREAS, the County recognizes services and organizations that assist physically and mentally challenged children and young adults as valuable resources of the County; and

WHEREAS, the Crippled Children's Foundation provides a service designed to improve the quality of life for these children and young adults; 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 \$25,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide funds to local children's charities to continue the mission of treating physically and mentally challenged children and young adults in Jefferson County with a consideration of indigent care.

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, 2008 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

Betty Fine Collins, President

Jefferson County Commission

Crippled Children's Foundation

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-18-2007-1203

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Bessemer Academy(hereinafter called the "Contractee").

WITNESSETH:

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

WHEREAS, the County recognizes that quality education and exposure to educational, recreational and cultural experiences for children generate substantial social and healthful activity and improves and enhances the quality of life in Jefferson 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. Provide for the renovation of the Physics/Chemistry Lab to include: fire-proof wall material, a ventilation system and portable burners.

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, 2008 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

Bessemer Academy

Julie Kelly, Headmaster

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-18-2007-1204

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following Amendment to Agreement between Jefferson County, Alabama and City of Center Point be and hereby is approved.

AMENDMENT TO AGREEMENT

IN CONSIDERATION OF the premises and the obligations of the parties, the parties agree as follows:

The Agreement by and between Jefferson County, Alabama and City of Center Point approved by the Jefferson County Commission on August 2, 10027 (Minute Book: 154; Page: 220) is hereby amended as follows:

Amend Paragraph 1 as follows:

"The terms of this agreement shall begin on executive hereof and end March 31, 2008 upon completion and execution of this contract."

Amend Paragraph 4 as follows:

"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 March 31, 2008 whichever shall first occur."

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

Jefferson County, Alabama

Bettye Fine Collins, President

Jefferson County Commission

City of Center Point

Mayor Tom Henderson

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-18-2007-1205

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and GSBC Community Development Corporation. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and GSBC Community Development Corporation (hereinafter called the "Contractee").

WITNESSETH:

WHEREAS, the County recognizes services and organizations that assist senior citizens with medical illnesses as valuable resources of the County; and

WHEREAS, the GSBC Community Development Corporation provides a service designed to improve the quality of life for these senior citizens ; 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 \$ upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide transportation to and from medical appointments for Jefferson County senior citizens aged 60 and over.

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, 2008 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

Betty Fine Collins, President

Jefferson County Commission

GSBC Community Development Corporation

Dr. Michael W. Wesley, Sr.

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

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

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

District 2 Shelia Smoot

District 3 Bobby Humphries

District 4 Bettye Fine Collins

District 5 Jim Carns

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

Sep-18-2007-1206

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-2007-045 United States Pipe & Fdry Co, owner; Jefferson County Commission, Frank Humber, agent. Change of zoning on Parcel ID# 07-02-3-0-2.0 in Section 2 Twp 15 Range 3W from I-3(S) (Industrial) to C-U (Current Use). (Case Only: 412 Doss Hollow Rd Gardendale, A135071) (MORRIS) (22 Acres M/L)

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that Z-07-045 be carried over to the October 23, 2007 Jefferson County Commission Zoning Hearing. Voting "Aye" Humphries, Smoot, Carns and Collins.

Z-2007-046 United Land Corporation, owner; Jefferson County Commission, Frank Humber, agent. Change of zoning on Parcel ID# 07-0-3-0-01.0 in Section 3 Twp 15 Range 3W from I-3(S) (Industrial) to C-U (Current Use). (Case Only: 500 Sardis Rd Gardendale, Al 35071) (SARDIS) (140 Acres M/L)

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that Z-07-046 be carried over to the October 23, 2007 Jefferson County Commission Zoning Hearing. Voting "Aye" Humphries, Smoot, Carns and Collins.

Z-2007-047 Sardis Baptist Church, owner; Jefferson County Commission, Frank Humber, agent. Change of zoning on Parcel ID# 07-03-0-0-8.1 in Section 3 Twp 15 Range 3W from I-3(S) (Industrial) to C-U (Current Use). (Case Only: 963 Sardis Rd., Gardendale, AL 35071) (SARDIS) (2 Acres M/L)

Motion was made by Commissioner Humphries seconded by Commissioner Carns that Z-07-0475 be approved. Voting "Aye" Humphries, Carns, Collins and Smoot.

Z-2007-050 Ouida L Smith, owner; Jefferson County Commission, Frank Humber, agent. Change of zoning on Parcel ID# 09-31-4-7-16.0 in Section 31 Twp 15 Range 1W from I-1(Industrial) to C-U (Current Use). (Case Only: 4329 Center Point Rd Pinson, A135126) (PINSON) (0.2 Acres M/L)

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that Z-07-050 be approved. Voting "Aye" Humphries, Smoot, Carns and Collins.

Z-2007-061 Jones Bros Paving & Contracting Inc, owner; Jefferson County Commission, Frank Humber, agent. Change of zoning on Parcel ID# 13-28-4-40-4.0 in Section 28 Twp 16 Range 2W from I-1 (Industrial) to C-U (Current Use). (Case Only: 105 3rd Ave Tarrant, Al 35217) (ROBINWOOD) (0.03 Acres M/L)

Motion was made by Commissioner Humphryes seconded by Commissioner Smoot that Z-07-061 be approved. Voting "Aye" Humphryes, Smoot, Carns and Collins.

Z-2007-062 William H Wade/Eighty Acres Group, owner; Jefferson County Commission, Frank Humber, agent. Change of zoning on Parcel ID# 14-04-1-0-1.0 in Section 4 Twp 16 Range 3W from I-3 (Industrial) to C-U (Current Use). (Case Only: 5660 Amason Rd Mount Olive, A135117) (MOUNT OLIVE) (40 Acres M/L)

Motion was made by Commissioner Humphryes seconded by Commissioner Smoot that Z-07-062 be approved. Voting "Aye" Humphryes, Smoot, Carns and Collins.

Z-2007-063 Lucille Person Wade and Steve M. & Carolyri A. Quick/Eighty Acres Group, owner; Jefferson County Commission, Frank Humber, agent. Change of zoning on Parcel ID# 14-04-1-0-3.0 in Section 4 Twp 16 Range 3W from I-3 (Industrial) to C-U (Current Use). (Case Only: 870 Kennedy Rd., Gardendale, AL 35071) (MOUNT OLIVE) (40 Acres M/L)

Motion was made by Commissioner Humphryes seconded by Commissioner Smoot that Z-07-063 be approved. Voting "Aye" Humphryes, Smoot, Carns and Collins.

Z-2007-057 Cora E McGowen, owner; Jefferson County Commission, Frank Humber, agent. Change of zoning on Parcel ID# 13-17-1-3-11.0 in Section 17 Twp 16 Range 2W from I-3 (Industrial) to C-U (Current Use). (Case Only: 4768 Mulberry Dr New Castle, Al 35119) (NEW CASTLE) (0.6 Acres MIL)

Motion was made by Commissioner Smoot seconded by Commissioner Carns that Z-07-057 be rezoned to R-2 and approved. Voting "Aye" Smoot, Carns, Collins and Humphryes.

Commissioner Collins left Commission Chambers.

Z-2007-059 James H Ragsdale, owner; Jefferson County Commission, Frank Humber, agent. Change of zoning on Parcel ID# 13-17-2-1-14.0 in Section 17 Twp 16 Range 2W from I-1 (Industrial) to C-U (Current Use). (Case Only: 4700 Mulberry Dr New Castle, A135119) (NEW CASTLE) (1.1 Acres M/L)

Motion was made by Commissioner Humphryes seconded by Commissioner Smoot that Z-07-059 be approved. Voting "Aye" Humphryes, Smoot and Carns.

Z-2007-060 Howard Baggett, owner; Jefferson County Commission, Frank Humber, agent. Change of zoning on Parcel ID# 13-28-4-25-6.0 in Section 28 Twp 16 Range 2W from I-1 (Industrial) to C-U (Current Use). (Case Only: 2 3rd St Tarrant, Al 35217) (ROBINWOOD) (0.3 Acres M/L)

Motion was made by Commissioner Humphryes seconded by Commissioner Smoot that Z-07-060 be rezoned to R-6 and approved. Voting "Aye" Humphryes, Smoot and Carns.

Z-2007-064 Drummond Company Inc., owner; Jefferson County Commission, Frank Humber, agent. Change of zoning on Parcel ID# 14-09-3-0-38.0 in Section 9 Twp 16 Range 3W from I-3 (Industrial) to C-U (Current Use). (Case Only: 981 Westwood Rd Mount Olive, AL 35117) (MOUNT OLIVE) (82 Acres M/L)

Motion was made by Commissioner Humphryes seconded by Commissioner Smoot that Z-07-064 be approved. Voting "Aye" Humphryes, Smoot and Carns.

Z-2007-052 James and Charlotte Keith Sr., owner; Jefferson County Commission, Frank Humber; agent. Change of zoning on Parcel ID# 09-31-4-7-1-7.0 in Section 31 Twp 15 Range 1W from I-1 (Industrial) to C-U (Current Use). (Case Only: 4315 Center Point Rd., Pinson, AL 35126) (PINSON) (0.2 Acres M/L)

Motion was made by Commissioner Humphryes seconded by Commissioner Smoot that Z-07-052 be approved. Voting "Aye" Humphryes, Smoot and Carns.

Z-2007-066 Horace C & Elizabeth B Hill, owner; Jefferson County Commission, Frank Humber, agent. Change of zoning on Parcel ID# 14-22-1-0-1.0 in Section 22 Twp 16 Range 3W from I-3 (Industrial) to C-U (Current Use). (Case Only: 841 Cluster Springs Rd Gardendale, A135071) (GARDENDALE) (33 Acres M/L)

Motion was made by Commissioner Humphryes seconded by Commissioner Smoot that Z-07-066 be approved. Voting "Aye" Humphryes, Smoot and Carns.

Thereupon the Commission Meeting was adjourned to meet Tuesday, October 2, 2007, at 10:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk