

STATE OF ALABAMA)

JEFFERSON COUNTY) April 17, 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 Carns seconded by Commissioner Humphryes that the Minutes of April 10, 2007, be approved. Voting "Aye" Carns, Humphryes, Collins, Langford and Smoot.

Apr-17-2007-487

Nothing ever comes to one that is worth having, except as a result of hard work

Booker T. Washington

WHEREAS, After a successful summer of winning 18 games and two team camps, The Lady Patriots came into the 2006-2007 season with expectations of a State Title; and

WHEREAS, The Midfield Girls Basketball team went on to win 12 of their 14 games and claimed two tournament runner-up trophies; and

WHEREAS, The girls basketball coaches Reggie Ware and Darrell Barber put together a great game plan and the girl's executed it to a tee; and

WHEREAS, The team had to overcome many obstacles which included losing Junior guard, Brandi Turner and last years 3A State Player of the Year, Courtney Jones, both to injury; and

WHEREAS, The team which consisted of Demetria Hollis, Asia Bragg, Tyla Adams, Brittany Young, Adrienne Anderson, JaQue'sha Hutton, Erica Baylor, LaKenya Lowe and Meredith Mitchell was able to go forward in victory; and

WHEREAS, In the Regional Championship in Montgomery, the ladies would continue to gain momentum into the State Final Four; by first beating #6 ranked Alabama Christian and sealing the deal in the Regional Championship with a 30 point dismantling of highly ranked Greene County; and

WHEREAS, The Lady Patriots played one of the best women's finals game winning by a score of 58-54 against Deshler, a team on a 49 game winning streak; and

WHEREAS, In the Championship game, the Lady Patriots achieved victory against Ashford, winning 56-31 to claim Midfield High School's first ever girls basketball State Title; and

NOW THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION OF THE STATE OF ALABAMA that a copy of this resolution be presented to The Midfield Lady Patriots on April 17, 2007 as our recognition of their outstanding victory at the State 4A Title Basketball Champions.

Signed by the Jefferson County Commission on the 17th day of April 2007.

Bettye Fine Collins, President

Bobby Humphryes, Commissioner

Larry P. Langford, Commissioner

Shelia Smoot, Commissioner

Jim Carns, Commissioner

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

Apr-17-2007-488

Whereas, The Jefferson County Commission encourages and supports small businesses and fosters their success; and

Whereas, Small businesses significantly contribute to the strength of economy and our community; and

Whereas, The University of Alabama at Birmingham (UAB) School of Business Sixth Annual Business Opportunities & Industrial Distribution Conference will be held in Birmingham on April 25th - 26th, 2007; and

Whereas, This event was established to assist, educate, and mentor small businesses- including minority-owned businesses, women-owned businesses, veteran owned businesses, and businesses owned by the disadvantaged- in expanding their marketing and purchasing opportunities; and

Whereas, This event also focuses on developing relationships among government agencies, corporations, UAB's School of Business, the Small Business Development Center/Procurement Technical Assistance Center, and UAB's Management, Marketing & Industrial Distribution Department.

Now, therefore, be it resolved, that the Jefferson County Commission does hereby proclaim April 23rd - April 27th, 2007 as Business Opportunities and Industrial Distribution Week.

Adopted by the Jefferson County Commission in Birmingham, Alabama, a copy of this resolution is spread upon the minutes of the Jefferson County Commission on this the 17th day of April, Two Thousand and Seven.

Betty Fine Collins, President

Jim Carns, Commissioner

Bobby Humphryes, Commissioner

Larry P. Langford, Commissioner

Sheila Smoot, Commissioner

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

Apr-17-2007-489

Whereas, it is the policy of the Jefferson County Commission to honor our beloved citizens and to recognize achievements in those individuals who have impacted our community for the better; and

Whereas, Emily Schreiber has raised more than \$700,000 for cystic fibrosis research and to help local, uninsured patients pay for their medicines and hospital stays; and

Whereas, since Schreiber was diagnosed five years ago with cystic fibrosis, she has transformed her diagnosis into energy and inspiration to accomplish her goals; and

Whereas, as an eighth-grader at Mountain Brook Junior High and a lifelong swimmer, Shreiber has raised the money in an annual event that she started, Laps for CF, which has people pledging cash for every lap she swims; and

Whereas, Schreiber is setting up fall fund-raisers at colleges and universities, including Stanford in California; Northwestern in Illinois; Oakland in Michigan; and Texas and Maryland; Ten percent of the money raised at those events will go to Emily's Laps for CF Foundation to be used in Alabama, with the rest going to help families in the out-of-state areas; and,

Whereas, Schreiber, who wants to become a pediatrician, hopes to hit the \$1 million fund-raising mark with a series of events, including swimming laps at Auburn University and the University of Alabama.

Now, therefore, be it resolved that the Jefferson County Commission does recognize the greatness of this fine -- and outstanding citizen.

Adopted by the Jefferson County Commission in Birmingham, Alabama, a copy of this resolution is spread upon the minutes of the Jefferson County Commission on this the 17th day of April, Two Thousand and Seven.

Betty Fine Collins, President

Jim Carns, Commissioner

Bobby Humphryes, Commissioner

Larry P. Langford, Commissioner

Shelia Smoot, Commissioner

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

STAFF DEVELOPMENT

Multiple Staff Development

Family Court/2 Participants

Darren Hardy

Birmingham, Alabama

\$149.00

Sandra Jones		Positive Parenting with a Plan April 20, 2007	\$149.00
Family Court/2 Participants			
Beverly Alldredge		Birmingham, Alabama	\$224.00
Dan Sudd		How to Communicate with Tack & Professionalism Mary 23-24, 2007	\$224.00
Family Court/11 Participants			
Jerry Key		Birmingham, Alabama	\$169.00
Doris Morgan		Mental Health - Making a Difference Together	\$169.00
Ann Gedgoudas		May 9-10, 2007	\$169.00
Tiffany Large			\$169.00
Roger Thompson			\$169.00
Janis Sorrell			\$169.00
Carrie Hill			\$169.00
Veronica Johnson			\$169.00
Beth Cardwell			\$169.00
Adrienne Merritt			\$169.00
Randall Jones			\$169.00
Jefferson Rehabilitation & Health System/2 Participants			
Tonoa Hughes		Birmingham, Alabama	\$99.00
Deborah Williams		Food Safety Certification Course	\$99.00
Land Development/2 Participants			
Ed Connelly		Charlotte, North Carolina	\$320.00
James O. Duncan, Jr.		National Emergency Number Assn. National Conference June 8-14, 2007	\$320.00
Tax Assessor/3 Participants			
Willie Mae Wilson		Auburn, Alabama	\$121.37
Mildred Densmore		ACA Certification Exam	\$121.37
Henri Anthony		March 26-27, 2007	\$121.37
Tax Assessor/2 Participants			
Faye Williams		Tuscaloosa, Alabama	\$813.45
Miriam Callins		Personal Property Audits Training June 10-15, 2007	\$813.45
Community Development/2 Participants			
Ann Collins		Atlanta, Georgia	\$541.80
Jacqueline Smith		Region 3 Discretionary Roundtable: U.S. Dept. of Labor May 29 - June 1, 2007	\$617.80
Individual Staff Development			
Shelia Smoot	Commission	Charlotte, North Carolina NOBCO May 17-20, 2007	\$1,207.34
Hoyt D. Cabaniss	CGMH	Pensacola Beach, Florida Alabama Society for Healthcare Engineering May 1-4, 2007	\$764.03
Julieanna Edwards	Coroner	Missoula, Montana Digital Process & Print Workshop May 5-12, 2007	\$2,427.61
Thomas A. Meacham	Econ Dev	Atlanta, Georgia Region 3 Discretionary Roundtable: U.S. Dept. of Labor May 29 - June 1, 2007	\$744.16
Thomas Purdy	Information Tech	Jacksonville, Florida ESRI Annual Southeast Regional User Group Meeting May 1-4, 2007	\$1,299.55
James O. Duncan, Jr.	Land Development	Birmingham, Alabama Basic Zoning & Subdivision Regulations May 10, 2007	\$82.00
Eddie Woodis	Revenue	Atlanta, Georgia Audit Schnitzer Southeast, Imaging Tech & Guardian Pharmacy April 20 - May 4, 2007	\$1,194.73
Bruce Thompson	Revenue	Jackson, Mississippi Audit Parisian, Inc. April 29 - May 4, 2007	\$1,000.25
Tanjawania Lee	Revenue	Hoover, Alabama	\$90.00

ALTIST: 2007 Annual Update Course
May 4, 2007

Gerald Brent Handley	Roads & Trans	Point Clear, Alabama American Public Works Assn. Alabama Annual Convention May 28 - June 1, 2007	\$1,154.54
Brian Williams	Sheriff's Dept.	Sheffield, Alabama Buried Body & surface Skeleton Workshop May 13-18, 2007	\$657.45

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

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

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

1. COOPER GREEN MERCY HOSPITAL FROM PHYSICAL IMAGING, LLC, BIRMINGHAM, AL, FOR CONTRACTOR TO PERFORM THE DUTIES AND ASSUME THE RESPONSIBILITIES OF MEDICAL PHYSICIST AND RADIATION SAFETY OFFICER FOR COOPER GREEN/ MERCY HOSPITAL'S RADIOLOGICAL DEPARTMENT. REFERENCE TAG# 799029\$18,000.00 ANNUALLY REFERENCE BID# 70-07
CONTRACT APPROVED BY THE JEFFERSON COUNTY COMMISSION ON 4/3/07 AND RECORDED IN MINUTE BOOK 153 AT PAGES 285-287.
2. INSPECTION SERVICES FROM BERNEY OFFICE SOLUTIONS, BIRMINGHAM, AL, FOR SHARP ARM355UCT COPY MACHINE. REFERENCE TAG# 808936 \$4,449.39 TOTAL
3. JEFFERSON HEALTH & REHABILITATION CENTER FROM BERNEY OFFICE SOLUTIONS, BIRMINGHAM, AL, FOR RENTAL, DIGITAL IMAGER MACHINE SHARP ARM700U. REFERENCE TAG# 805487 \$4,500.00 TOTAL
STATE OF ALABAMA CONTRACT# T910
4. ENVIRONMENTAL SERVICES FROM BERNEY OFFICE SOLUTIONS, BIRMINGHAM, AL, FOR SHARP ARM237 COPIER.
REFERENCE TAG# 802258 \$3,300.00 TOTAL
5. JEFFERSON REHABILITATION & HEALTH CENTER FROM AUGMENTATION, INC., BIRMINGHAM, AL, TO CHANGE ORDER TO ADD FUNDS TO EXISTING P.O. 264645 FOR CONTRACTOR TO PROVIDE TEMPORARY NURSING PERSONNEL TO PROVIDE DIRECT PATIENT CARE TO THE RESIDENTS OF THE JEFFERSON REHABILITATION AND HEALTH CENTER. REFERENCE TAG# 741426 \$40,000.00 TOTAL
REFERENCE BID# 265-06
CONTRACT APPROVED BY THE JEFFERSON COUNTY COMMISSION ON 1/9/07 AND RECORDED IN MINUTE BOOK 152 PAGES 512-513.
6. JEFFERSON REHABILITATION & HEALTH CENTER FROM MEDICAL PEOPLE HEALTH CARE, BIRMINGHAM, AL, TO CHANGE ORDER TO ADD FUNDS TO EXISTING P.O. 264669 FOR CONTRACTOR TO PROVIDE TEMPORARY NURSING PERSONNEL TO PROVIDE DIRECT PATIENT CARE TO THE RESIDENTS OF THE JEFFERSON REHABILITATION AND HEALTH CENTER. REFERENCE TAG# 788668 \$60,000.00 TOTAL
REFERENCE BID# 265-06
CONTACT APPROVED BY THE JEFFERSON COUNTY COMMISSION ON 1/9/07 AND RECORDED IN MINUTE BOOK 152 AT PAGES 513-515.
7. COOPER GREEN MERCY HOSPITAL FROM CALLAHAN EYE FOUNDATION HOSPITAL, BIRMINGHAM, AL, TO CHANGE ORDER TO ADD FUNDS TO EXISTING P.O. 267584 FOR CONTRACTOR TO PROVIDE EYE SURGICAL SERVICES TO PATIENTS REFERRED TO THEM BY COOPER GREEN / MERCY HOSPITAL.
REFERENCE TAG# 802963 \$20,000.00 TOTAL
CONTRACT APPROVED BY THE JEFFERSON COUNTY COMMISSION ON 2/27/07 AND RECORDED IN MINUTE

BOOK 153 AT PAGES 97-98.

8. COOPER GREEN MERCY HOSPITAL FROM STATE OF ALABAMA DEPT. OF PUBLIC HEALTH / DIV. OF PROVIDER SERVICES, MONTGOMERY, AL, TO CHANGE ORDER TO ADD FUNDS TO EXISTING P.O. 216531 FOR NEWBORN SCREENING AS REQUIRED BY THE ALABAMA STATE HEALTH DEPARTMENT FOR NEWBORNS DELIVERED AT COOPER GREEN / MERCY HOSPITAL. REFERENCE TAG# 555939 \$7,500.00 TOTAL
9. RECOMMEND FOR GENERAL SERVICE ADMINISTRATION FROM J. BRANDT RECOGNITION, LTD, FT. WORTH, TX, FOR 10, 15, 20, 25, 30, 35, 40 & 45 YEAR PINS FOR EMPLOYEES SERVICE RECOGNITION. REFERENCE TAG# 808460, 808464, 808469, 808470, 808474, 808676, 808676, 808489 & 808673 REFERENCE BID# 199-06 \$20,795.75 TOTAL
10. REVENUE DEPARTMENT ADMINISTRATION FROM TATA CONSULTANCY SVCS LTD, NOIDA, INDIA, FOR CONTRACT RENEWAL FOR MAINTENANCE / SUPPORT FOR TATA MANTRA SOFTWARE FOR THE PERIOD OF 4/1/07 6/30/07. REFERENCE TAG# 807235 \$62,500.00 TOTAL REFERENCE BID# 223-05
11. COOPER GREEN / MERCY HOSPITAL FROM AMERICAN RED CROSS, CHARLOTTE, NC, FOR WHOLE BLOOD & BLOOD PRODUCTS 06/07. REFERENCE TAG# 259335 \$150,000.00 TOTAL
12. ENVIRONMENTAL SERVICES - VARIOUS WASTEWATER PLANTS FROM BRENNTAG MIDSOUTH, INC., CHICAGO, IL, FOR LIQUID CHLORINE 1 TON CYLINDERS. REFERENCE BID# 164-06 \$75,000.00 TOTAL
13. GENERAL SERVICES FROM AMERICAN OSMENT, BIRMINGHAM, AL, FOR TOILET TISSUE. REFERENCE BID# 123-05 \$14,500.00 TOTAL PURCHASE COMMITMENT# 1137
14. COOPER GREEN / MERCY HOSPITAL FROM PHILIPS MEDICAL, ATLANTA, GA, FOR E.R. MONITORS & ACCESSORIES. REFERENCE BID# 176-07 \$136,477.36 TOTAL
15. SHERIFF'S DEPARTMENT BIRMINGHAM FROM POMEROY IT SOLUTIONS, BIRMINGHAM, AL, FOR CISCO EQUIPMENT. REFERENCE TAG# 803924, 803929, 803936, 803944, 809949, 803959, 803962, 803964, 803970, 803973, 803978, 803986 & 803990 STATE OF ALABAMA CONTRACT# T-498 \$27,651.87TOTAL
16. JEFFERSON REHABILITATION & HEALTHCARE FROM GAYMAR, ORCHARD PARK, NY, TO ADD FUNDS TO EXISTING P.O. 255291. REFERENCE BID# 318-05 \$7,261.00 TOTAL REFERENCE P.O. # 255291
17. COOPER GREEN MERCY HOSPITAL - CENTRAL OPERATIONS FROM J-MAR MACHINE & PUMP, BIRMINGHAM, AL FOR ONE TRAVAINI VACUUM PUMP WITH A 316-55 IMPELLER, P/N TRVB40-200/C-1/RX. REFERENCE TAG # 806956 \$5,100.00 TOTAL

Motion was made by Commissioner Humphyres seconded by Commissioner Carns that the Purchasing Minutes be approved.

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
April 17, 2007

Vendor Number	Vendor	Description	Department	Amount
JOINT RESPONSIBILITY				
01	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	TAX COLLECTOR BIRMINGHAM 37.51
02	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	STORMWATER MANAGEMENT 255.78
03	0016008	DONALD R MCALLISTER	MILEAGE REIMBURSEMENT	BD OF EQUALIZATION 187.11
04	0031721	CITY OF TUSCALOOSA	TRAINING REIMBURSEMENT	SHERIFF'S DEPARTMENT 10672.59
05	0038567	INTNL ASSOC OF BLOOD	MEMBERSHIP WILLIAM YATE	SHERIFF: BHAM ENFORCEMENT 40.00
06	0038568	INTNL ASSOC OF ARSON	MEMBERSHIP WILLIAM YATE	SHERIFF: BHAM ENFORCEMENT 75.00
ROADS & TRANSPORTATION				
07	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	R&T: HIGHWAY MAINTENANCE 515.71

08	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	LAND DEVELOPMENT	21.06
09	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	LAND DEVELOPMENT	3.88
10	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	R&T: BRIDGE MAINTENANCE	207.11
11	0037522	JOAN RATCHFORD	TRAVEL REIMBURSEMENT	EMA GRANT PROGRAMS	345.44
12	0038571	ALLSTATE ELECTRIC CO	REFUND ELECTRICAL PERMIT	INSPECTION SERVICES	20.00
ENVIRONMENTAL SERVICES					
13	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	ES: LEEDS WWTP	174.97
14	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	ES: VALLEY CREEK WWTP	421.11
15	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	ES: PACKAGE WWTP	173.19
16	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	ES: CAHABA RIVER WWTP	1207.77
17	0019728	BONHAM & BUCKNER PLB	REFUND SEWER TAP FEE	ENVIRONMENTAL SERVICES	40.00
18	0022071	ENVIRONMENTAL MANAGEMENT	WASTE DISPOSITION	ES: SANITATION ADMINISTRATION	150.00
HEALTH AND HUMAN SERVICES					
19	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	CO HOME: PATIENT ACTIVITIES	191.42
20	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	CGH: NURSE ADMINISTRATION	811.36
21	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	CORONER/MEDICAL EXAMINERS	210.24
22	0020061	ANTHONY JOHNSON	TRAVEL REIMBURSEMENT	CGH: ADMINISTRATION	72.44
23	0024611	LINDA KREIDER	TRAVEL REIMBURSEMENT	CGH: WOMEN'S CLINIC	152.77
24	0036532	MARK NORTH	TRAVEL REIMBURSEMENT	CGH: ADMINISTRATION	74.30
25	0038533	ESTATE OF BEVERLY BROONE	RESIDENT FUND BEVERLY BROONE	JEFFERSON REHAB	350.00
FINANCE AND GENERAL SERVICES					
26	0010473	ALFRED BELL	TRAVEL REIMBURSEMENT	FAMILY COURT ADMINISTRATION	57.72
27	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	FINANCESEWER SERVICES	74.93
28	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	YOUTH DETENTION	148.46
29	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	GEN SVCS: ADMINISTRATION	185.96
30	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	REVENUE	755.75
31	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	FAMILY COURT JUVENILE	534.18
32	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	GEN SVCS: CRAFTS	83.04
33	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	REVENUE	17.45
34	0013530	BRUCE THOMPSON	TRAVEL REIMBURSEMENT	REVENUE	98.01
35	0014203	ALICE J MAHAFFEY	MILEAGE REIMBURSEMENT	REVENUE	247.86
36	0016665	BRICE BUILDING CO INC	BUILDING PERMIT	GEN SVCS: ADMINISTRATION	112001.00
37	0018398	MICHAEL HUMBER	MILEAGE REIMBURSEMENT	REVENUE	173.34
38	0020211	LISA MCGOUGH	MILEAGE REIMBURSEMENT	REVENUE	104.49
39	0023819	MOODY'S INVESTOR SERVICE	PROFESSIONAL SERVICES	FINANCE ADMINISTRATION	600.00
40	0033268	THE BANK OF NEW YORK	2002A SEWER REVENUE WARRANT	FINANCE ADMINISTRATION	8500.00
41	0033268	THE BANK OF NEW YORK	2001A SEWER REVENUE WARRANT	FINANCE ADMINISTRATION	9000.00
42	0033268	THE BANK OF NEW YORK	1999A SEWER REVENUE WARRANT	FINANCE ADMINISTRATION	12000.00
43	0034510	EDGAR RAY WOODIS JR	TRAVEL REIMBURSEMENT	REVENUE	110.94
44	0035101	JOYCE HARRIS	MILEAGE REIMBURSEMENT	REVENUE	186.30
INFORMATION TECHNOLOGY					
45	0015489	URISA	MEMBERSHIP JOHN HALBERT	INFORMATION TECHNOLOGY	185.00
PERSONNEL BOARD					
46	0038057	STEPHANIE SOUTHARD	PER DIEM REIMBURSEMENT	PER BD: TESTING	176.95
47	0038082	SHEILA WILCOX	PER DIEM REIMBURSEMENT	PER BD: TESTING	100.00
48	0038542	LINO JIMENEZ	PER DIEM REIMBURSEMENT	PER BD: TESTING	100.00
49	0038543	ANNA (KATIE) WARD	PER DIEM REIMBURSEMENT	PER BD: TESTING	223.93
50	0038544	JOHN MAINS	PER DIEM REIMBURSEMENT	PER BD: TESTING	182.92
51	0038545	YUJIE ZHAN	PER DIEM REIMBURSEMENT	PER BD: TESTING	100.00
52	0038546	ELAINE TIMS	PER DIEM REIMBURSEMENT	PER BD: TESTING	100.00
53	0038547	STEPHANIE TERREY	PER DIEM REIMBURSEMENT	PER BD: TESTING	100.00
54	0038548	ASHLEY STEELMAN	PER DIEM REIMBURSEMENT	PER BD: TESTING	172.90
55	0038549	ROBERT SHEPARD	PER DIEM REIMBURSEMENT	PER BD: TESTING	142.12
56	0038550	SHAIWALINI PRASAD	PER DIEM REIMBURSEMENT	PER BD: TESTING	115.00
57	0038551	GRAHAM PIONKOWSKI	PER DIEM REIMBURSEMENT	PER BD: TESTING	100.00
58	0038552	NEELIMA PARANJPEY	PER DIEM REIMBURSEMENT	PER BD: TESTING	100.00
59	0038553	ADAM PAQUETTE	PER DIEM REIMBURSEMENT	PER BD: TESTING	100.00
60	0038554	BILLY PAGE	PER DIEM REIMBURSEMENT	PER BD: TESTING	253.46
61	0038555	JESSICA NICKLIN	PER DIEM REIMBURSEMENT	PER BD: TESTING	153.46
62	0036356	LIWEN LIU	PER DIEM REIMBURSEMENT	PER BD: TESTING	100.00
63	0038557	JANA KOHMAN	PER DIEM REIMBURSEMENT	PER BD: TESTING	100.00
64	0038558	JARED HOOSTE	PER DIEM REIMBURSEMENT	PER BD: TESTING	147.82
65	0038559	GAIRD HELDT	PER DIEM REIMBURSEMENT	PER BD: TESTING	100.00
66	0038560	KIMBERLY HARRISON	PER DIEM REIMBURSEMENT	PER BD: TESTING	100.00
67	0038561	LISA GULICK	PER DIEM REIMBURSEMENT	PER BD: TESTING	134.02
68	0038562	DOROTHY SUTER	PER DIEM REIMBURSEMENT	PER BD: TESTING	100.00
69	0038563	RENEE CLAIR	PER DIEM REIMBURSEMENT	PER BD: TESTING	134.72
70	0038564	PAUL BOATMAN	PER DIEM REIMBURSEMENT	PER BD: TESTING	144.44
71	0038565	ADELITA CAVADA	PER DIEM REIMBURSEMENT	PER BD: TESTING	227.17
72	0038566	CRYSTAL JUAREZ	PER DIEM REIMBURSEMENT	PER BD: TESTING	217.72

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

REQUEST FOR CERTIFICATION

Family Court - Juvenile Probation

Administrative Assistant I

Board of Equalization - Birmingham

Administrative Assistant II - 2 positions

Land Development
 Administrative Intern
 Information Technology - Document Mgt. Systems
 System Analyst
 Information Services - Project Management Office
 Webmaster
 General Services - Bessemer
 Maintenance Repair Worker
 Cooper Green Mercy Hospital - Palliative Care Unit
 PCT
 Flexpool LPN
 Cooper Green Mercy Hospital - Medical/Surgical
 Patient Care Technician
 Flex LPN
 Staff Nurse - Baylor
 Cooper Green Mercy Hospital - 7East
 Patient Care Technician - 2 positions
 Charge Nurse
 Cooper Green Mercy Hospital - CCU - 7South
 Staff Registered Nurse - 2 positions
 Cardiac Monitor Technician - 2 positions
 Cooper Green Mercy Hospital - Newborn Nursery High Risk
 Staff Registered Nurse
 Cooper Green Mercy Hospital - Emergency Room
 Staff Registered Nurse
 Flexipool Staff Nurse
 Motion was made by Commissioner Carns seconded by Commissioner Humphryes , that the Request for Certification be approved.
 Voting "Aye" Carns, Humphyres, Collins, Langford and Smoot.

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION

1. Finance - Sewer Billing \$0
 Add two Accounting Assistant II (Gr. 16) positions and an Accounting Assistant I (Gr. 13). Annual cost \$126,647. **ADDITIONAL FUNDS REQUIRED.**

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the above Budget Amendment be approved.
 Voting "Aye" Humphyres, Carns and Collins. Voting "Nay" Langford and Smoot.

2. Finance - Purchasing \$0
 Add the following positions: a Contract Coordinator (Gr. 30), a Training Specialist (Gr. 24), a Principal Buyer (Gr. 23), a Buyer (Gr. 19) an Administrative Assistant III (Gr. 16) and five Administrative Assistant II (Gr. 13). Annual cost \$429,866.64. **ADDITIONAL FUNDS REQUIRED.**

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the above Budget Amendment be approved.
 Voting "Aye" Humphyres, Carns and Collins. Voting "Nay" Langford and Smoot.

3. Roads & Transportation \$0
 Add a Senior Civil Engineer (Gr. 27). Annual cost \$67,908.97. **ADDITIONAL FUNDS REQUIRED.**
4. Cooper Green \$37,843

Shift funds from outside service and contracted personnel accounts and add an Occupational Therapist (Gr. 28) position to replace services performed under contract. Annual difference \$70,782.07. No Additional Funds Required.

5. Cooper Green \$166,666.70

Shift funds from Cooper Green Hospital (Fund 31) back to the Jail (Fund 01) to refund unexpended budget due to contract change for inmate services 2nd quarter of 2007.

6. Finance \$1,430,000

Increase revenue and expenditures to record the budget for agreement with the State of Alabama for the Birmingham Area Voluntary Air Quality Program approved April 11, 2006. No Additional Funds Required.

7. Land Development \$0

Add a Principal Engineering Technician (Gr. 22) and delete a Community Development Director (Gr. 36) position and a Community Development Specialist (Gr. 29). Annual savings \$118,442.90. No Additional Funds Required.

8. Finance \$1,250,000

Increase revenue and expenditures to record the budget for the agreement with the State of Alabama for the Birmingham Area Commute Smart/Rideshare Program approve April 11, 2006. No Additional Funds Required.

9. Emergency Management Agency \$28,297

Increase revenue and expenditures to record disaster relief reimbursement used to supplement in the purchase of the Mobile Command Complex. No Additional Funds Required.

B. FOR INFORMATION ONLY

Sheriff's Department \$84,000

Increase revenue and expenditures to record bulletproof vest grant and 50% County match. No Additional Funds Required.

Motion was made by Commissioner Langford seconded by Commissioner Carns that the Budget Amendments (#3-9) be approved. Voting "Aye" Langford, Carns, Collins, Humphryes and Smoot.

Apr-17-2007-490

RESOLUTION

AMENDING COMMUNITY DEVELOPMENT BLOCK GRANT

STATEMENT AND CONSOLIDATED ACTION PLAN

WHEREAS, the Housing and Community Development Act of 1974, as amended, provides that an Urban County may make application to the U.S. Department of Housing and Urban Development for Community Development Block Grants; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has accepted Jefferson County thirty one municipalities located therein, as a fully qualified Urban County for Community Development Block Grants, Emergency Shelter Grants, and the HOME Program; and

WHEREAS, Jefferson County desires to amend its Community Development Block Grant Statement of Objectives and Projected Use of Funds for the Program Years 2003 through 2005 in its Consolidated Action Plans to allow for those changes described in the attached pages, those pages being a part of this resolution (on file in Community Development); and

WHEREAS, Jefferson County has held a public hearing in accordance with HUD regulations and its Citizen Participation Plan and has actively solicited the participation of municipal authorities and citizens throughout the County, and that said amendment has been prepared in a manner that meets or exceeds all known federal, state, and local requirements and regulations.

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Jefferson County, Alabama, that:

1. The Jefferson County Community Development Block Grant Program for the Consolidated Action Plan for the years 2003 through 2005, is hereby amended as said above; and
2. The President of the County Commission is authorized and hereby directed to execute, sign all applications forms and certifications and submit to the U.S. Department of Housing and Urban Development (HUD) the Amended Statements of Community Development Objectives and Projected Use of Funds and the Amended Consolidated Action Plan for the Community Development Block Grant.

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

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

Apr-17-2007-491

WHEREAS, Arlander Stallworth has applied for a loan under the HOME Community Housing Development Organization (CHDO) Agreement with YW Homes, Inc. and has agreed to comply with the terms of the Agreement and HOME/DRI Program regulations; and

WHEREAS, YW Homes, Inc. has agreed to participate in the HOME/Disaster Relief Initiative (DRI) funded Edgewater Oaks Subdivision to develop new homes for qualified low and moderate income home buyers and has agreed to sell the home located at 780 Inez King Circle, Birmingham, Alabama 35224 to the above referenced applicant pending final approval; and

WHEREAS, AmSouth has agreed to provide first mortgage financing in an amount up to \$59,701.00 contingent upon final approval and said loan applicant has applied for a HOME mortgage in an amount up to \$45,365.00 and a DRI mortgage in an amount up to \$13,635.00 from Jefferson County, Alabama under the Program and has agreed to all HOME/DRI regulations and restrictions; and

WHEREAS, no additional funds are required.

NOW, THEREFORE BE IT RESOLVED by the County Commission of Jefferson County, Alabama that the loans for Arlander Stallworth in an amount up to \$45,365.00 and \$13,635.00 are hereby approved contingent upon compliance with underwriting criteria established by the Jefferson County Office of Community Development; and

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 agreements for these loans.

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

Apr-17-2007-492

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

Whereas, the Jefferson County Office of Community Development has to complete the federally mandated Environmental Review process for the proposed Greater Birmingham Habitat for Humanity North Smithfield Subdivision located in the unincorporated North Smithfield community of Jefferson County as required by applicable laws and regulations; and

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

Now, Therefore Be It Resolved, by the Jefferson County Commission that Commission President Bettye Fine Collins is authorized and hereby directed to execute the attached Finding of No Significant Impact for the proposed Greater Birmingham Habitat for Humanity North Smithfield Subdivision located in the unincorporated North Smithfield community of Jefferson County.

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

Apr-17-2007-493

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins, is hereby authorized, empowered and directed to execute this Cooperation Agreement between Jefferson County, Alabama and the City of Lipscomb for the Lipscomb Park Improvement Project (CD06-03F-B02M2-LCP). Fifty thousand (\$50,000.00) in CDBG funds has been set aside for the construction of this project. This project is a 2006 program year project.

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

Apr-17-2007-494

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign the Authorized Signature Cards for Sub-recipient Expenditure Reports and Requests for Cash Advance for the Alabama Department of Economic and Community Affairs (ADECA). These cards will enable Jefferson County to request Workforce Investment Act funds from ADECA.

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

Apr-17-2007-495

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of William C. Hewitt to serve as Commission District 4 citizen appointee to the Jefferson County Greenways Commission, beginning April 2007 and ending April 2009, be and hereby is approved.

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

Apr-17-2007-496

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Change Order No. 1 to the agreement between Jefferson County, Alabama and Meredith Environmental, Inc., for the General Services Project #51205 - Demolition Package for the Renovations to the Bessemer Courthouse, which will reduce the agreement amount by \$124,505 and will close out the agreement.

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

Apr-17-2007-497

BE IT RESOLVED by the JEFFERSON COUNTY COMMISSION, that upon the recommendation below the following transaction is hereby approved and the Finance Department is directed to make payment as stated.

ITEM 1.

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer
Department: Roads and Transportation
Date: April 3, 2007
Purpose: Payment for Probate Court Cost Bill Case #37612 01
In the matter of CONDEMNATION (Bess. Filing), Crossings A and B Norfolk Southern Railroad
Valley Creek Basin
Price: \$424.96
Pay to the order of: Judge of Probate

Mailing Address: Probate Court
Bessemer, AL 35020
Fund # 34
Organization/Division # 7356
Object# 54184
Check Delivery Code 5000

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

Apr-17-2007-498

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Quit Claim Deed for release of a portions of road right-of-way of Gresham Drive, a/k/a Gresham School Road to Robert Newton and Cynthia Woods.

SEND TAX NOTICE TO:

Robert Newton and Cynthia Woods
3524 Squire Lane
Birmingham, AL 35243

THE STATE OF ALABAMA

Jefferson County

THIS INSTRUMENT
PREPARED BY:

James F.
Henderson, Jr.

A200-7 Courthouse

716 Richard Arrington
Jr. Blvd. N.

Birmingham, Ala. 35203

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of One and 00/100 DOLLARS (\$1.00) to Jefferson County, a political subdivision of the State of Alabama in hand paid by Robert Newton and wife, Cynthia Woods the receipt whereof is acknowledged we do remise, release, quit claim and convey to the said Robert Newton and Cynthia Woods all our right, title, interest, and claim in or to the following described real estate, to wit:

The Northerly 60 feet, more or less, of the Right-of-Way of Gresham Drive, a/k/a Gresham School Road, conveyed to Jefferson County by Real 2712 Page 85 as recorded in the Probate Office of Jefferson County, Alabama, and being more particularly described as follows:

Commence at a found 3 capped pipe being the Northeast Corner of the NW ¼ of the SW ¼ of Section 28, Township 18 South, Range 2 West, said point also being the POINT OF BEGINNING of herein described parcel; thence run Southerly along the easterly line of said quarter-quarter section for a distance of 60.03 feet to a point, thence South 89°42' 56" West for a distance of 50.03 feet to a point; thence North 02°9' 56" West for a distance of 60.03 feet to a point on the northerly line of said quarter-quarter section; thence Easterly along the northerly line of said quarter-quarter section for a distance of 50.03 feet to the POINT OF BEGINNING and the end of said parcel. Said parcel lies in the NW ¼ of the SW ¼ of Section 28, Township 18 South, Range 2 West and contains 0.069 acres, more or less.

This deed is to convey that part of the Gresham Drive Right-of-Way lying across that certain property described as Newton Parcel II as recorded in Book LR200615 Page 18397 in the Probate Office of Jefferson County, Alabama.

TO HAVE AND TO HOLD, to the said Robert Newton and wife, Cynthia Woods heirs and assigns forever.

Given under my hand and seal, this _____ day of _____, 2007

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President
Jefferson County Commission

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

Apr-17-2007-499

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Quit Claim Deed for release of a portions of road right-of-way of Gresham Drive, a/k/a Gresham School Road to Gresham Woods, LLC.

SEND TAX NOTICE TO:

Gresham Woods, L.L.C.

1345 Forest Ridge Court

Birmingham,

AL

35226

THE STATE OF ALABAMA

Jefferson County

THIS INSTRUMENT PREPARED BY:

James F.

Henderson, Jr.

A200-7 Courthouse

716 Richard Arrington Jr. Blvd. N.

Birmingham, Ala. 35203

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of One and 00/100 DOLLARS (\$1.00) to Jefferson County, a political subdivision of the State of Alabama in hand paid by Gresham Woods, L.L.C the receipt whereof is acknowledged we do remise, release, quit claim and convey to the said Gresham Woods, L.L.C., all our right, title, interest, and claim in or to the following described real estate, to wit:

The Northerly 450 feet, more or less, of the Right-of-Way of Gresham Drive, a/k/a Gresham School Road, conveyed to Jefferson County by Real 2712 Page 85 as recorded in the Probate Office of Jefferson County, Alabama. Less and except the Northerly 60.03 feet of said Right-of-Way. Said parcel being more particularly described as follows:

Commence at a found 3 capped pipe being the Northeast Corner of the NW ¼ of the SW ¼ of Section 28, Township 18 South, Range 2 West, and run Southerly along the easterly line of said quarter-quarter section for a distance of 60.03 feet to the POINT OF BEGINNING of herein described parcel; thence continue Southerly along the easterly line of said quarter-quarter section for a distance of 391.21 feet to a point; thence North 85°44' 26" West for a distance of 50.32 feet to a point; thence North 02°09' 56" West for a distance of 387.22 feet to a point; thence North 89°42' 56" East for a distance of 50.03 feet to the POINT OF BEGINNING and the end said parcel. Said parcel lies in the NW ¼ of the SW ¼ of Section 28, Township 18 South, Range 2 West and contains 0.447 acres, more or less.

This deed is to convey that part of the Gresham Drive Right-of-Way lying across that certain property as recorded in Book LR200620 Page 7786 in the Probate Office of Jefferson County, Alabama.

Less and except the sanitary sewer right-of-way conveyed to Jefferson County and recorded in Deed Book 3550 Page 359 in the Probate Office of Jefferson County, Alabama.

TO HAVE AND TO HOLD, to the said Gresham Woods, L.L.C., heirs and assigns forever.

Given under my hand and seal, this _____ day of _____, 2007

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

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

Apr-17-2007-500

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Subdivision Surety Deposit Agreement between Jefferson County, Alabama and Premier Development Group, LLC for improvements within the Rice Creek Subdivision.

JEFFERSON COUNTY SUBDIVISION SURETY DEPOSIT AGREEMENT

Premier Development Group, LLC

Developer

9064

Project

Seal Coat

Improvements

March 12, 2008 March 12, 2009

Completion Date

\$23,500.00

Deposit

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

WITNESSETH:

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

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

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

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

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

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

Premier Development Group, LLC

Attn: Joseph Habshey

3807 Helena Road

Helena, AL 45080

Office: 621-3313

5. If all of any part of the Deficiency remains unpaid on the sixth business day following delivery of the aforesaid notice, Developer hereby grants the County a Lien for such unpaid amount on all of the real property and interests in real property Developer owns at the site of the Project to secure the payment thereof.

6. If legal action by the County is performed in order to enforce any provision of this Deposit Agreement the Developer hereby agrees to pay the reasonable amount or value thereof and any costs and expenses.

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Premier Development Group, LLC

Joseph Habshey, Managing Partner

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

Apr-17-2007-501

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-2007-001 Barbara Clevenger, owner. Change of zoning on Parcel ID# 18-25-0-0-part of 71 in Section 25 Twp 17 Range 7 West from C-2 (Outdoor Amusement) to A-1 (Agriculture) for residential use (mobile home). (Site Only: 1220 Shortown Branch Road, Bessemer, AL 35023) (WARRIOR RIVER) (1 Acre M/L)

RESTRICTIVE COVENANT: No more than one (1) mobile home shall be permitted on this property.

Motion was made by Commissioner Carns seconded by Commissioner Langford that Z-07-001 be approved. Voting "Aye" Carns, Langford, Collins, Humphryes and Smoot.

Apr-17-2007-502

RESOLUTION
TO EXTEND A CONTRACT FOR GRASS CUTTING FOR PROPERTIES PURCHASED
UNDER THE FLOOD MITIGATION PROGRAM

WHEREAS, Jefferson County has the responsibility to maintain properties purchased under the Flood Mitigation Program; and

WHEREAS, maintenance of these properties consists primarily of periodic grass cutting and brush and tree removal; and

WHEREAS, the County has a contract with Lee & Son Lawn Care for such services at a price of \$100 per property for each service; and

WHEREAS, the Roads and Transportation Department and General Services cannot provide these services in a more economical manner.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that:

1. The President is authorized to execute an extension of said contract until September 30, 2007.
2. A maximum of \$50,000 shall be allocated for this contract, such funds to be taken from the existing Flood Mitigation Program account.
3. Bids shall be taken for a new contract beginning in the 2008 fiscal year.

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.

Apr-17-2007-503

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

Amendment to Contract No. EMA-01 with Bruce Ellison, d/b/a Applied Computers to amend the "Scope of Services" paragraph to provide services to meet the requirements of the National Incident Management System (NIMS) type categories, amend the "Term of Agreement" by changing the end date to September 30, 2007 and to amend the "Compensation" paragraph by adding \$12,000 to contract amount.

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

Apr-17-2007-504

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby commits to a continuation of the \$10,000,000 per year payments from the Jefferson County occupational tax proceeds for an additional term of thirty (30) years and with the Birmingham-Jefferson Civic Center Authority Board of Directors determining how best to upgrade and expand the Civic Center facilities.

Funding subject to re-validation of existing occupational tax.

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

Apr-17-2007-505

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby commits to a continuation of the \$10,000,000 per year payments from the Jefferson County occupational tax proceeds for an additional term of thirty (30) years and with the payments being applied by the Birmingham-Jefferson Civic Center Authority Board of Directors to the plan proposed by the Authority including an approximately 40,000 seat arena. Funding subject to re-validation of existing occupational tax.

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

Apr-17-2007-506

Whereas, the Sheriff seeks to apply for funds to offset the cost of purchasing protective bulletproof vests for sworn personnel; and
Whereas the Bureau of Justice Assistance, Bulletproof Vest Program, is accepting applications for these funds; and

Whereas this grant requires no additional funds.

Now Therefore Be It Resolved that the Commission approves application for the Bureau of Justice Assistance, Bulletproof Vest Program grant.

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

Apr-17-2007-507

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

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

WITNESSETH:

WHEREAS, the County desires to develop and promote County resources; and

WHEREAS, the County the County recognizes that organizations promoting healthful lifestyles and activities for its citizens as resources of the County; and

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$24,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide transportation assistance to assist the poorest and sickest citizens of Jefferson County who have kidney failure and required dialysis.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2007 whichever shall first occur.

5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.

6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope Of Work of this agreement.

7. Contractee and the Contractee representative signed below, certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Contractee nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President
Jefferson County Commission
Alabama Kidney Foundation
E. W. Jackson, III, Executive Director

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

Apr-17-2007-508

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and City of Brighton (hereinafter called the "Contractee").

W I T N E S S E T H:

WHEREAS, the County recognizes that municipalities constitute a resource of the County that generates substantial social and healthful activity and improve 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, 2007 upon completion and execution of this contract.
2. The County shall pay to the Contractee a lump sum payment of \$11,670 upon completion and execution of this contract
3. The Contractee shall provide the following services:
 - a. Purchase fire equipment for the firefighters at the Brighton Volunteer Fire Department.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2007 whichever shall first occur.
5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.
6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope Of Work of this agreement.
7. Contractee and the Contractee representative signed below, certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Contractee nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
8. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractee shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

JEFFERSON COUNTY, ALABAMA
Bettye Fine Collins, President
Jefferson County Commission
City of Brighton

Eddie E. Cooper, Mayor

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

Apr-17-2007-509

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Bessemer Board of Education (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, 2007.
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. Purchase stage curtains for the gym at Westhills Elementary School.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2007 whichever shall first occur.
5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.
6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope Of Work of this agreement.
7. Contractee and the Contractee representative signed below, certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Contractee nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
8. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractee shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Bessemer Board of Education

Dr. Deborah T. Horn, Superintendent

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

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

Apr-17-2007-510

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and YMCA (Shades Valley Family Branch) (hereinafter called the "Contractee").

W I T N E S S E T H:

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, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$5,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide funds for the Strong Kids program which target at-risk youth, teens and families in need of financial assistance for childcare and summer camp programs at the YMCA - Shades Valley Family Branch.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2007 whichever shall first occur.
5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.
6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope Of Work of this agreement.
7. Contractee and the Contractee representative signed below, certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Contractee nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
8. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractee shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

YMCA - Shades Valley Family Branch

Cham Norman, Jr. Executive Director

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

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Youth Impact, Inc. (hereinafter called the "Contractee").

WITNESSETH:

WHEREAS, the County desires to develop and promote County resources; and

WHEREAS, the County recognizes services aimed at helping boys and girls handle contemporary problems and reach their potential as young adults productive in society, as well as providing recreational opportunities, as resources of the County; and

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$2,500 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide funds for Camp Youth Impact which is an eight week camp designed to assist young people in Jefferson County with additional training in Math, Science and Literature and to develop (through building character and esteem) these young people to make a contribution to society.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2007 whichever shall first occur.
5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.
6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope Of Work of this agreement.
7. Contractee and the Contractee representative signed below, certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Contractee nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
8. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractee shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Youth Impact, Inc.

Contractee

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 appointment of Peggy Branham to fill the unexpired term of Judy Lockridge on the Jefferson County Economic & Industrial Development Board, beginning upon approval and ending October, 2007, be and hereby is approved.

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

Apr-17-2007-513

Whereas, Daniel Metals has been a leader in the steel fabrication business-known as an innovator and problem solver in the industry; and

Whereas, Homer Daniel went into business for himself in 1907 to manufacture his newly patented cutoff valve developed for municipal water systems, a machine to make ice cream cones and developing into a diversified iron and steel fabricator manufacturing fire escapes, porch railings, mesh fencing, screens, trellises, ornate fencing for cemeteries around the country, patented residential burglar bars and commercial metal expanding gates for business theft protection; and

Whereas, Through the years the Daniel family has been committed to the Birmingham/Jefferson County area having started its operation in Birmingham and expanding into Trussville; and

Whereas, Daniel Metals takes pride in its work with the Birmingham Civil Rights Institute, Rickwood Field, and the Southern Museum of Flights; and

Whereas, Daniel Metals will be celebrating its 100th Anniversary on Friday, April 20, 2007.

Now, therefore, be it resolved, that the Jefferson County Commission does hereby extend its warmest congratulations to Daniel Metals on this most significant milestone.

Adopted by the Jefferson County Commission in Birmingham, Alabama, a copy of this resolution is spread upon the minutes of the Jefferson County Commission on this the 17th day of April, Two Thousand and Seven.

Bettye Fine Collins, President

Jim Carns, Commissioner

Bobby Humphryes, Commissioner

Larry P. Langford, Commissioner

Sheila Smoot, Commissioner

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

The check issued during the week beginning April 9, 2007 and ending April 13, 2007 are as follows:

BEGINNING CHECK NUMBER 390001 ENDING CHECK NUMBER 390372

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 Humphryes

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:

Apr-17-2007-514

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-2007-008 Doris B. Hatch, owner. Change of zoning on Parcel ID# 43-35-1-0-1 in Section 35 Twp 20 Range 5 West from A-1 (Agriculture) to C-2 (Outdoor Amusement) for compliance of a paintball field. (Site Only: 6151 Fletcher Road, McCalla, AL 35111) (COLEMAN LAKES) (40 Acres M/L)

RESTRICTIVE COVENANTS: 1. Playing fields shall be buffered on the perimeter of the property where it abuts residences so as to minimize the impacts on the adjoining properties. This includes nets or other structures that will not allow paintballs or other projectiles onto other properties.

Motion was made by Commissioner Humphries seconded by Commissioner Carns that Z-07-008 be approve subject to filing of covenants.

After further discussion, motion was made by Commissioner Smoot seconded by Commissioner Collins that the staff of Land Development provide a report regarding the potential environmental impacts of the paint. Voting "Aye" Smoot, Collins, Carns and Humphries.

Commissioner Collins then asked for the vote on the original motion. Voting "Aye" Humphries, Carns, Collins and Smoot.

Z-2006-104 McCullough Snappy Service Oil Co., Inc., owner; Paul Ott Carruth, agent. Change of zoning on Parcel ID# 11-7-1-0-17 in Section 7 Twp 16 Range 1 East from A-1 (Agriculture) to C-1 (Commercial) for a convenience store and fast food restaurant. (Site Only: 5361 Deerfoot Parkway, Trussville, AL 35173) (TRUSSVILLE) (4.3 Acres M/L)

The rezoning of this property shall be contingent on approval of the on-site waste disposal system by the Jefferson County Health Department; and shall be further subject to the following:

RESTRICTIVE COVENANTS: 1. A 15-foot wide undisturbed natural buffer shall be maintained along the eastern-most property line; 2. A 10-foot wide undisturbed natural buffer shall be maintained along the southern right-of-way of Happy Hollow Road, from the edge of the proposed development to the eastern-most property line; and, 3. Deceleration lanes shall be provided along both Deerfoot Parkway and Happy Hollow Road unless otherwise determined by the Jefferson County Department of Roads & Transportation.

Motion was made by Commissioner Smoot to approve Z-06-104. There was no second to the motion.

Z-2007-007 Estate of Katherine Stephens Edwards, owner; Butch Chandler, agent. Change of zoning on Parcel ID#s 28-34-2-0-10 and 12 in Section 34 Twp 18 Range 2 West from E-2 (Estate) to C-1 (Commercial) for a mini-storage facility. (Case Only: 2840 and 2850 Acton Road, Birmingham, AL 35243) (ACTON) (6 Acres M/L)

RESTRICTIVE COVENANTS: 1. The development and use of this property (for an indoor self-serve storage facility only) shall conform to the site plan submitted at the March 8, 2007 Planning & Zoning Commission hearing; and, 2. a 15-foot natural buffer shall be maintained along the southern boundary of the proposed rezoning, with the existing vegetation to be further supplemented by the additional planting of evergreen shrubs that will reach a minimum height of 20 feet at maturity, and which shall be a minimum of 6 feet in height at the time of planting. 3. Reversionary clause.

Motion was made by Commissioner Carns seconded by Commissioner Humphryes that Z-07-007 be approved subject to filing of covenants. Voting "Aye" Carns, Humphyres, Collins and Smoot.

Thereupon the Commission Meeting was adjourned to meet Tuesday, April 24, 2007 at 10:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk