

STATE OF ALABAMA)

JEFFERSON COUNTY) April 24, 2007

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

District 1 Larry Langford

District 3 Bobby Humphries

District 5 Jim Carns

Motion was made by Commissioner Langford seconded by Commissioner Humphries that the Minutes of April 17, 2007, be approved. Voting "Aye" Langford, Humphries and Carns.

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STAFF DEVELOPMENT

Multiple Staff Development

Environmental Services/2 Participants

Tommy Cleghorn	Zachary, Louisiana	\$142.87
Tonya Kelly	PRC visit to Amitech Pipe fo review of use in Jefferson County April 22-23, 2007	\$142.87

Environmental Services/5 Participants

Bryan Blackmon	Mobile, Alabama	\$158.00
Garrett Findley	Food service facility training with Mobile's Grease Management Inspectors	\$158.00
Sid Bryant, Jr.	May 8-9, 2007	\$158.00
Doyle Creel, Jr.		\$158.00
Tari Holt		\$158.00

Individual Staff Development

Eddie Woodis	Revenue	Montgomery & Dothan, Alabama Audit BHM Express, Alabama Recovery Services & Utility Trailer Sales June 10-15, 2007	\$773.71
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Charles Eddings.	Sheriff's Dept.	Tuscaloosa, Alabama General Ledger Course - GFOA April 4, 2007	\$125.00
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Wendell W. Major	Sheriff's Dept.	Atlanta, Georgia Polygraph Examiners Basic Course April 15 - June 22, 2007 (Approved April 3, 2007 - additional per diem)	\$2,052.00
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Joe W. Carter	Sheriff's Dept.	Sheffield, Alabama Basic Firearms & Toll Marks Examination April 30 - May 1, 2007	\$264.40
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Personnel Board (FOR INFORMATION ONLY)

Roger McCullough		Galveston, Texas IPMA - HR Southern Regional Conference May 15-18, 2007	\$1,419.50
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Motion was made by Commissioner Langford seconded by Commissioner Humphries that the Staff Development be approved. Voting "Aye" Langford, Humphries and Carns.

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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. SHERIFF'S DEPARTMENT BIRMINGHAM FROM ADAMSON FORD, BIRMINGHAM, AL, TO CANCEL P.O. #263389 FOR 20 EACH CROWN VIC PATROL CARS BECAUSE VENDOR CANNOT MEET URGENT REQUIRED DELIVERY DATE.  
REFERENCE TAG# 780216      \$406,580.00 TOTAL      REFERENCE P.O. # 263389  
STATE OF ALABAMA CONTRACT# T-191L
2. COOPER GREEN HOSPITAL FROM EVANS MEATS, BIRMINGHAM, AL, FOR FRESH MEATS.  
REFERENCE BID# 360-04      \$15,000.00 TOTAL      PURCHASE COMMITMENT# 3101
3. COOPER GREEN HOSPITAL FROM SYSCO FOODS OF ALABAMA, CALERA, AL, FOR MISCELLANEOUS GROCERIES.  
REFERENCE BID# 27606      \$35,000.00 TOTAL      PURCHASE COMMITMENT# 1334
4. ROADS & TRANSPORTATION BRIDGE DIVISION FROM GRT UTILI-CORP INC., WOOSTER, OH, FOR HYDRAULIC POST DRIVER MOUNTED ON TRUCK FOR TRAFFIC SIGNS. REFERENCE TAG# 801788  
\$75,589.00 TOTAL      REFERENCE BID# 183-07
5. BULK STORES WAREHOUSE FROM FIRST CHOICE MEDICAL, JACKSON, MS, TO ADD FUNDS TO PURCHASE COMMITMENT FOR PURCHASE OF GLOVES FOR BULK STORES.      REFERENCE BID# 14206  
\$10,000.00 TOTAL      PURCHASE COMMITMENT# 1264
6. COOPER GREEN/MERCY HOSPITAL FROM NANCY BOWLING MARSHALL, BIRMINGHAM, FOR CHANGE ORDER TO P.O. FOR CONTRACTOR TO PROVIDE SPEECH THERAPY SERVICES TO THE INPATIENTS AND OUTPATIENTS AT COOPER GREEN/MERCY HOSPITAL'S REHAB DEPARTMENT. REFERENCE TAG# 662723      \$32,000.00  
TOTAL  
REFERENCE BID# 195-05 CONTRACT APPROVED BY THE JEFFERSON COUNTY COMMISSION ON 09/27/2005  
AND  
RECORDED IN MINUTE BOOK 149 AT PAGES) 259-261.
7. JEFFERSON REHABILITATION & HEALTH CENTER FROM AUGMENTATION, INC., BIRMINGHAM, AL, FOR CHANGE ORDER TO P.O. 264645 FOR CONTRACTOR TO PROVIDE TEMPORARY NURSING PERSONNEL TO PROVIDE DIRECT PATIENT CARE TO THE RESIDENTS AT THE JEFFERSON REHABILITATION & HEALTH CENTER.  
REFERENCE TAG# 741426      \$150,000.00 TOTAL      REFERENCE BID# 265-06  
CONTRACT APPROVED BY THE JEFFERSON COUNTY COMMISSION ON 01/09/2007 AND RECORDED IN MINUTE BOOK 152 AT PAGES) 512-513.
8. INFORMATION SERVICES - TECH SVC FROM TECH DEPOT, TRUMBALL, CT, FOR TWO (2) EACH OF THE FOLLOWING: HP 4700DN COLOR LASER PRINTERS, 500 SHEET INPUT TRAY AND HARD DISK.  
REFERENCE TAG# 804630, 804632, 804635      \$5,554.00 TOTAL

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

JEFFERSON COUNTY COMMISSION  
Finance Department  
Unusual Demands  
April 24, 2007

Vendor Number	Vendor	Description	Department	Amount
JOINT RESPONSIBILITY				
01	0010156	ALABAMA MESSENGER	SUBSCRIPTION TAS ASSESSOR	TAX ASSESSOR BIRMINGHAM 15.00
02	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	TAX ASSESSOR BIRMINGHAM 14.97
03	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	COMMISSIONER, DISTRICT 68.84
04	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	TAX COLLECTOR BIRMINGHAM 13.98
05	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	TAX COLLECTOR BIRMINGHAM 14.99
06	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	PROBATE COURT 74.07
07	0016546	APPRAISAL INSTITUTE	VALUATION INSIGHTS & PERSPECTIVES	BD OF EQUALIZATION 48.00

08	0016546	APPRAISAL INSTITUTE	TEH APPRAISAL JOURNAL	BD OF EQUALIZATION	48.00
09	0026903	NATL ASSOC OF SCHOOL	MEMBERSHIP MICHAEL GREEN	SHERIFF: BHAM ENFORCEMENT	30.00
10	0038576	JAMES V GREEN	SETTLEMENT TERESA V JEFFCO	COUNTY ATTORNEY	15000.00
11	0038577	ENCOMPASS INSURANCE	SETTLEMENT CLAIM	COUNTY ATTORNEY	19763.09
ROADS & TRANSPORTATION					
12	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	FLEET MGMT: ADMINISTRATION	62.00
13	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	R&T: ADMINISTRATION	300.38
14	0038586	CHARLENE LOCKHART	PARTIAL REFUND 82007004	LAND DEVELOPMENT	100.00
15	0038587	STEVE KIMBROUGH	REFUND BUILDING PERMIT	INSPECTION SERVICES	432.00
ENVIRONMENTAL SERVICES					
16	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	ES: INSPECTION ENGINEERING	209.93
17	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	COMMUNITY DEVELOPMENT	9.00
18	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	ES: SANITATION ADMINISTRATION	71.17
19	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	ES: TURKEY CREEK WWTP	95.24
20	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	ES: CONSTRUCT SEWER LINE	867.75
21	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	ES: SANITATION ADMIN	435.23
HEALTH AND HUMAN SERVICES					
22	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	CORONER/MEDICAL EXAMINERS	21.57
23	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	CORONER/MEDICAL EXAMINERS	89.75
FINANCE AND GENERAL SERVICES					
24	0010924	COBBS ALLEN & HALL	NOTARY BOND JOHN GRIFFIN	REVENUE	63.00
25	0010924	COBBS ALLEN & HALL	NOTARY BOND LORETTA NASH	REVENUE	63.00
26	0010924	COBBS ALLEN & HALL	NOTARY BOND CONNIE HUTT	REVENUE	63.00
27	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	REVENUE	97.47
28	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	YOUTH DETENTION	148.72
29	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	GEN SVCS: ADMINISTRATION	577.89
30	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	GEN SVCS: ELECTIONS	61.10
31	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	GEN SVCS: BESSEMER	75.17
32	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	REVENUE	12.00
33	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	FINANCE SEWER SERVICES	92.06
34	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	GEN SVCS: ADMINISTRATION	341.98
35	0011499	GIATTINA FISHER AYCOCK	ARCHITECTURAL SERVICES	GEN SVCS: ADMINISTRATION	6603.47
36	0011499	GIATTINA FISHER AYCOCK	REIMBURSABLE EXPENSES	GEN SVCS: ADMINISTRATION	52.65
37	0011499	GIATTINA FISHER AYCOCK	REIMBURSABLE EXPENSES	GEN SVCS: ADMINISTRATION	3784.13
38	0012543	NATIONAL COUNCIL JUVENILE	MEMBERSHIP JEFFREY MCGEE	FAMILY COURT ADMINISTRATION	48.32
39	0013530	BRUCE THOMPSON	TRAVEL REIMBURSEMENT	REVENUE	247.18
40	0023668	HATCHER DESIGN	PROFESSIONAL SERVICES	GEN SVCS: ADMINISTRATION	255.00
41	0023668	HATCHER DESIGN	PROFESSIONAL SERVICES	GEN SVCS: ADMINISTRATION	297.50
42	0023668	HATCHER DESIGN	PROFESSIONAL SERVICES	GEN SVCS: ADMINISTRATION	1275.00
43	0027319	BUILDING & EARTH SCIENCES	REIMBURSABLE EXPENSES	GEN SVCS: ADMINISTRATION	96.00
44	0027319	BUILDING & EARTH SCIENCES	GEO-TECHNICAL SERVICES	GEN SVCS: ADMINISTRATION	265.25
45	0028849	CLA ARCHITECTURE INC	REIMBURSABLE/ JRHC FOOD SERVICES	GEN SVCS: ADMINISTRATION	1482.36
46	0038589	THE CLUB INC	LUNCH MOODY INVESTORS	FINANCE ADMINISTRATION	82.78
47	0038590	OLIVIA BARNES	DAMAGE CLAIM	HUMAN RESOURCES	1224.11
48	0038591	ANNIE TAYLOR	DAMAGE CLAIM	HUMAN RESOURCES	385.00
INFORMATION TECHNOLOGY					
49	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	INFORMATION TECHNOLOGY	220.12
50	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	ARCHITECTURAL GROUP	69.95
51	0038588	GISCI	CERTIFICATION FEE	INFORMATION TECHNOLOGY	250.00
PERSONNEL BOARD					
52	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	PER BD: ADMINISTRATION	22.64

Motion was made by Commissioner Humphryes seconded by Commissioner Langford that the Unusual Demands be approved.

Voting "Aye" Humphryes, Langford and Carns.

## REQUEST FOR CERTIFICATION

### Human Resources

Administrative Assistant I

Personnel Technician - 2 positions

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

Communication was read from Budget & Management recommending the following:

### A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION

1. Non-Departmental \$2,300

Reduce District 2 funds for purchase of a car for the City of Brighton. No Additional Funds Required.

2. Human Resources \$0

Delete three Data Records Clerk (Gr. 12) positions and add an Administrative Assistant I (Gr. 10) and two Personnel Technician (Gr. 18) position. Annual difference \$16,306. No Additional Funds Required.

3. Cooper Green Mercy Hospital \$25,343.54

Increase revenue and expenditures to record insurance settlement check #3 from Haskell Slaughter Young & Rediker. No Additional Funds Required.

4. Cooper Green Mercy Hospital \$7,000

Shift funds from Cooper Green Mercy Hospital Fund 31 to Capital Fund 21 for relocation of infant security system. No Additional Funds Required.

**B. OTHER BUDGET AMENDMENTS**

5. Human Resources \$30,000

Shift funds from Miscellaneous Equipment Fund 21 to Fund 01-Human Resources and add purchasing memorandum to replace and purchase ten new computers. No Additional Funds Required.

**C. FOR INFORMATION ONLY**

Sheriff's Department \$0

Change a part-time Laborer III to a full-time Laborer III position. No Additional Funds Required.

Personnel Board \$0

Delete two Assessment & Development Specialist (Gr. 27) positions and add two Data Management Technician (Gr. 19) positions. Annual savings \$37,633.10. No Additional Funds Required.

Personnel Board \$0

Delete a Senior PC Network Technician (Gr. 25) and an Assessment & Development Specialist (Gr. 27) and add a Paralegal (Gr. 18). Annual savings \$83,183.05. No Additional Funds Required.

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

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Resolution authorizing a contract award for the Kimberly Senior Center Project was carried over.

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Apr-24-2007-515

BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins is authorized to sign a Memorandum of Understanding with the City of Brighton which establishes guidelines for the construction of the Brighton Fire Station.

**MEMORANDUM OF UNDERSTANDING**

**FOR THE**

**CITY OF BRIGHTON, ALABAMA**

This Memorandum of Understanding establishes the guidelines the Jefferson County Commission is proposing in order to move forward with the construction of the Brighton Fire station. HUD allocated \$431,000.00 to the project and the current cost to move forward with the project is \$691,129.02. Currently, the project is \$260,129.02 over budget.

In order to get the project back in budget, the City of Brighton agrees to accept the proposed fire station drawings presented by Commissioner Humphryes. This proposal will require the existing construction contract to be cancelled per the termination of convenience clause and rebid and constructed on the current site since the HUD required environmental assessment can still be used for the project. Moreover, an architect will be procured to assure the plans are in compliance with local building codes. The architect will also provide inspection services during the construction phase.

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

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Mayor of Brighton  
Bettye Fine Collins, President  
Jefferson County Commission

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

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Apr-24-2007-516

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

MEMORANDUM OF UNDERSTANDING  
FOR THE  
CITY OF LIPSCOMB

This Memorandum of Understanding establishes how the Jefferson County Commission proposes to work with the City of Lipscomb, Alabama to renovate the existing Fire Station back to standard condition and to strategically locate 20 fire hydrants within the corporate limits of the city to lower its ISO rating, which will lower insurance rates for the citizens of the community. The proposed renovations for the Lipscomb Fire station are presented below:

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

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

The agreement will also strategically install 20 fire hydrants throughout the corporate limits of Lipscomb in order to lower the city's ISO rating.

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

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Mayor of Lipscomb  
Bettye Fine Collins, President  
Jefferson County Commission

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

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Apr-24-2007-517

BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION authorizes the Commission President to sign the Hospital Careers Initiative (HCI) modifications to the following Provider Agreements to extend the duration of the contracts from July 1, 2005 to June 30, 2007:

Projects Uplift - Option 2

Fulton Avenue P.E.T.R.A. - Option 1

Fulton Avenue P.E.T.R.A.- Option 3

Jeremiah's Hope Skill Center - Option 2

Jeremiah's Hope Skill Center - Option 3

No additional funds are involved or needed

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

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Apr-24-2007-518

WHEREAS, the Jefferson County Commission entered into an agreement with Darrell Walker WorkForce Systems in June 2003 to provide temporary labor services on an as-needed basis; and

WHEREAS, the Commission canceled the agreement with Darrell Walker WorkForce Systems in March 2007; and

WHEREAS, invoices in the amount of \$167,525.20 remain outstanding; and

WHEREAS, timesheets confirming actual time worked have been received and approved by the user department(s); and

WHEREAS, the user department has budgeted funds to pay the invoices.

THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Department pay the outstanding invoices in the amount of \$ 167,525.20 to Darrell Walker WorkForce Systems.

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

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Apr-24-2007-519

A RESOLUTION IDENTIFYING SURPLUS COUNTY EQUIPMENT  
AND AUTHORIZING THE DISPOSAL OF SAID EQUIPMENT  
AT THE COUNTY AUCTION APRIL 25, 2007

WHEREAS, the Environmental Service Director has determined that the attached list of equipment to be surplus and of no further use to the County, and

WHEREAS, the County Purchasing Agent has received various other County assets retired from user departments,

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the attached list of County assets is hereby declared to be surplus property, removed from the fixed assets inventory and disposed of at the auction of April 25, 2007.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Purchasing Agent is authorized to dispose of the attached list of County assets and that authorization is hereby given to the auctioneer, acting as the County agent to sign all required papers.

Description of product	Inventory #	Serial #
Bran Lubbe Distillation		005-9042166
Bran Lubbe TPIOOP Se flow	44102	
Traacs 800 TKNINH3/N03/N02	45920	
Stevens Level Recorder	45125	
Stevens Level Recorder	45126	
Stevens Level Recorder	45127	
Stevens Level Recorder	37151	

Stevens Level Recorder	37148	
Isco 3230 Flow Meter	44156	
Isco 3230 Flow Meter		08553-025
Isco 3230 Flow Meter		08553-065
Isco 3230 Flow Meter		07465-023
Isco 3230 Flow Meter		08553-034
Isco 3230 Flow Meter	44125	
Isco Field Printer	47063	
Isco Field Printer		08705-009
Isco Pal 1110	51468	
Pal Probe		199801930
Pal Probe		199801936
Pal 1110 with Cables		11834-013
Pal Probe	No inventory #	
Pal Probe	No inventory #	
Pal Probe	No inventory #	
Pal Probe	No inventory #	
Isco Water Sampler 1680	28113	
Isco Water Sampler 1680	30502	
Pal Cable	No Inventory #	
Isco Bottle 2700 Sampler	37146	
Isco Pal 1110	51469	
Isco 3710	41374	
Multiple Bottle Inserts (7)	No Inventory #	
Single Bottle Insert (5)	No Inventory #	
Isco Sampler 3710	41374	
Isco Sampler 2700	37146	
Isco Pal Tops (4)	No Inventory #	
Isco Locator Inserts for 2.5 gallons (5)	No Inventory#	
Isco Retainer inserts - For 1000 poly wedge shaped bottle 7)	No Inventory #	
Assorted Parts to fit Sigma Portable wastewater sampler	No Inventory#	
5500 Brunin micro fishe Reada		45094
5500 Brunin micro fishe Reada		25930
Survivair Model SVA 522		960074
Isco Sampler 3710	41373	
Royal Copier 3010	#001561	#000790H
Royal Copier 2310	#001932	#37002716

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

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Apr-24-2007-520

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute a Sanitary Sewer Construction/Participation Agreement between Jefferson County and Edwards Specialties, Inc. for the construction of sanitary sewers. County participation in the cost of said project will be a maximum of \$346,375.00 payable within 60 days of completion and acceptance by Jefferson County of the sanitary sewers.

**SANITARY SEWER CONSTRUCTION/PARTICIPATION AGREEMENT**

This agreement is made and entered into between Edwards Specialties, Incorporated (hereinafter referred to as "Owner/Developer") and the Jefferson County Commission (hereinafter referred to as "County").

**W I T N E S S E T H:**

WHEREAS the Owner/Developer proposes to develop a residential subdivision in the community of McCalla in Jefferson County; and

WHEREAS the County has reviewed the Owner/Developer's plans and determined that the design of the proposed sanitary trunk sewers are acceptable for proper function and meets the current and future needs of the adjacent surrounding area and that said sanitary trunk sewers are in the public's best interest due to the enhanced economic impact resulting from the development; and

WHEREAS the Owner/Developer is willing to install the proposed sanitary trunk sewers, provided the County participates in the materials and installation cost of said proposed sanitary trunk sewers; and

WHEREAS the County is willing to participate in the cost of the proposed sanitary trunk sewers provided the Owner/Developer follows State of Alabama Competitive Bid Law regulations regarding public contracts in which County funds are utilized as well as the

materials and installation comply with County ordinances, rules, regulations and specifications.

Now therefore in consideration of the premises and considerations recited herein, the parties agree as follows:

RECITALS:

1. The proposed sanitary trunk sewers contemplated by this agreement are shown on construction drawings titled "Oak Bend Trace and Willow Trace Trunk Sewers"; aforementioned drawings approved by the Director of the Jefferson County Environmental Services Department dated March 16, 2007 and attached as "Exhibit A pages 18 of 8" to this agreement. The proposed sanitary trunk sewers extend from a connection to an existing manhole at station 0+00 and continues to an existing manhole at station 38+32.00, extends from a connection to an existing manhole at station 0+00 and continues to a proposed manhole at station 1+12.00 as well as extends from a connection to a proposed manhole at station 0+00 and continues to an existing manhole at station 35+99.45. The proposed sanitary trunk sewers will have a diameter of ten (10) inches as shown on construction drawings (Exhibit A). (Exhibits on file in the Minute Clerks office)
2. The County and the Owner/Developer hereby agree that the total estimated construction cost (materials and installation) for 7,543.45 linear feet of new ten (10) inch sewer pipe less the cost of all tees and service lines is \$692,750.00. The aforementioned cost was determined from an estimate provided by the Owner/Developer. The County agrees to reimburse the Owner/Developer the maximum amount of \$346,375.00.

However, actual construction cost (materials and installation) will be determined at such time when bids are opened and low bidder has been determined and awarded the contract by the Owner/Developer. If the low bid amount (less the cost of all tees and service lines) is less than the estimated construction cost of \$692,750.00, the County will reimburse 50% of the lesser amount.

BOTH PARTIES AGREE:

1. The Owner/Developer is responsible for any engineering costs associated with said proposed sanitary trunk sewers including but not limited to any changes that may be made during construction.
2. The Owner/Developer is responsible for any and all costs associated with all tees and service lines to be installed on this sanitary trunk sewers project. The County will not be responsible for any of said costs associated with said tees and service lines. Furthermore, said cost will be subtracted from the total construction costs (materials and installation) of said sanitary trunk sewers project.
3. The County will not be responsible for any additional materials and installation cost as a result of any unforeseen conditions that may be encountered including, but not limited to, alignment and/or profile changes that may be made during construction to facilitate said proposed sanitary trunk sewers. Furthermore, any proposed changes must be approved by the Environmental Services Department prior to implementation.
4. A field inspector for the Engineering and Construction Division of the Jefferson County Environmental Services Department will periodically be on site during construction of said proposed sanitary trunk sewers. The inspector has discretion to temporarily stop any construction at any time if the inspector suspects that any County ordinances, rules, regulations, or specifications regarding any aspect of this agreement is being violated. The Owner/Developer's contractor and County shall immediately confer and attempt to resolve the matter.
5. The County will not be held liable for any damages whatsoever arising in any way from the project.
6. The Owner/Developer and the Owner/Developer's contractor are responsible for contacting any governmental agency (including Jefferson County Roads and Transportation Department) having authority/jurisdiction over any existing roadways where construction work is to be performed within said roadways right of way. The Owner/Developer and the Owner/Developer's contractor are responsible for performing any additional work imposed upon them by any such governmental agency if required for the purpose of being in compliance with said governmental agencies regulations. Furthermore, any additional costs as a result of the aforementioned, is the responsibility of the Owner/Developer and the Owner/Developer's contractor.
7. The Owner/Developer and the Owner/Developer's contractor are responsible for contacting and locating all utilities, public and private, within and adjacent to the construction area. The County will not be held liable for any damages to any existing utilities should they occur.
8. The Owner/Developer and the Owner/Developer's contractor are responsible for installing and maintaining proper traffic control devices for construction work within and adjacent to public roads and highways.
9. The County will not be held liable at any time during construction for any damages to existing structures within and adjacent to the construction area of said proposed sanitary trunk sewers.
10. The Owner/Developer and the Owner/Developer's contractor are responsible for following all applicable federal and/or state regulations governing construction and safety practices. The County will not be held liable for Owner/Developer's failure to follow proper procedures as stated above.
11. The Owner/Developer will be responsible for securing all proper permits needed to construct said proposed sanitary trunk sewers.
12. The Owner/Developer shall indemnify and save harmless the County and its elected officials, officers and employees from all claims, suits, actions, or judgments whatsoever brought because of any injuries, deaths, or damage received or sustained by any person, persons, or to any personal property on account of the operations of the Owner/Developer and Owner/Developer's contractor; or on



account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act, omission, neglect or misconduct whatsoever of said Owner/Developer and Owner/Developer's contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright or from any claims or amounts arising or recovered under the "Workmen's Compensation Act"; or any other law, ordinance or decree whatsoever.

13. The Owner/Developer is responsible for acquiring all easements necessary to facilitate said proposed sanitary trunk sewers. The Owner/Developer is responsible for any costs associated with said easements.

14. The contractor that constructs the proposed sanitary trunk sewers must be prequalified with Jefferson County Environmental Services Department to perform the work necessary to install the proposed sanitary trunk sewers as well as any subcontractors that may be used by the contractor to assist in constructing the proposed sanitary trunk sewers.

THE OWNER/DEVELOPER AGREES:

1. To certify that the sanitary trunk sewers construction contract will be awarded in compliance with State of Alabama Bid Law as described in "ATTACHMENT A".

2. To construct the proposed sanitary trunk sewers as shown on "Exhibit A" in a manner acceptable to the County and in accordance with County ordinances, standards and specifications as well as the County Sewer Extension & Expansion Policy.

3. To provide the County with a minimum 20 foot wide sanitary sewer easement along the route of the proposed ten (10) inch sanitary trunk sewer lines except where said sewers are located within public right of way, as shown on "Exhibit A".

4. To furnish the County with "as constructed" drawings of the proposed sanitary trunk sewers prepared by a licensed professional engineer and/or licensed professional land surveyor to be submitted within thirty (30) days after completion and acceptance of said sanitary trunk sewers.

5. To comply with all conditions listed in the items under "BOTH PARTIES AGREE".

THE COUNTY AGREES:

1. To reimburse Owner/Developer the dollar amount set out in "RECITALS", above. The County will pay the Owner/Developer within sixty (60) days after completion of each and all of the following seven conditions:

A) Completion and final acceptance by the County of the proposed sanitary trunk sewers;

B) The County has received and accepted/approved "as constructed" drawings of the proposed sanitary trunk sewers as required in item number 4 under "THE OWNER/DEVELOPER AGREES";

C) The Owner/Developer has provided to the County an executed copy of the sanitary trunk sewers construction contract between said Owner/Developer and Owner/Developer's contractor constructing the proposed sanitary trunk sewers as well as having provided to the County the Competitive Bid Law certification;

D) The County has received and accepted deeds for sanitary sewer easements along the route of the proposed sanitary trunk sewers as required in item number 3 under "THE OWNER/DEVELOPER AGREES";

E) The County has received and accepted deeds of correction for any sanitary trunk sewer easements that may be required for the purpose of complying with County standards and specifications;

F) The Owner/Developer has provided to the County copies of all invoices from the Owner/Developer's contractor constructing said proposed sanitary trunk sewers to said Owner/Developer requesting payment;

G) The Owner/Developer has provided to the County, in writing, certification that said sanitary trunk sewers construction contract has been awarded in compliance with State of Alabama Competitive Bid Law and associated regulations.

2. To accept ownership, operation and maintenance of the proposed sanitary trunk sewers upon final acceptance by the County.

In witness whereof the parties hereto have caused this agreement to be executed by their duly authorized representative this     day of     , 20

Edwards Specialties, Incorporated

Alden Edwards, President

Jefferson County, Alabama

Bettye Fine Collins, President

Witness

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

Voting "Aye" Langford, Humphries and Carns.

---

Apr-24-2007-521

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute and Addendum to the Master Service Agreement between Jefferson County, Alabama and BellSouth Telecommunications, Inc. for Metro Ethernet service to the Warrior, Alabama and Prudes Creek - Graysville, Alabama wastewater treatment plants in the amount of \$540 per month

each site and there will be no charges for installation.

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

---

Apr-24-2007-52

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Plumbers & Steamfitters Local Union 91 for rental of a voting machine on June 24, 2007, for their election of officers, be and hereby is approved.

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

---

Apr-24-2007-523

BE IT RESOLVED by the Jefferson County Commission that the Finance Director is authorized to transfer \$7,000 from Cooper Green Mercy Hospital (Fund 31) to the Capital Fund (Fund 21) for relocation of infant security system.

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

---

Apr-24-2007-524

BE IT RESOLVED, by the Jefferson County Commission, that the Finance Director is authorized and directed to transfer \$30,000.00 to General Fund (Fund 01) from Capital Projects Fund (Fund 21) for replacement of leased computers and the purchase of new computers for Human Resources.

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

---

Communication was read from Roads & Transportation recommended the following;

1. BellSouth to install 2,270' of buried cable on Goocher Road between Pocahontas Road and Lou George Loop.
2. BellSouth to install 3,581' of buried cable along Lou George Loop and inside Timber Leaf Subdivision.
3. BellSouth to install 710' of buried cable on Kilgore Memorial Drive in Irondale.
4. BellSouth to install 2,894' of buried cable on Sicard Hollow Road at Cotswald Subdivision in Liberty Park.
5. BellSouth to install 80' of buried cable on Cahaba River Road at Blue Lake Drive in Vestavia Hills.

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

---

Apr-24-2007-525

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

WHEREAS, the County Fleet Manager has determined that unit B981505 be retired due to condition of the unit.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that retired unit, B991502, be placed back into service replacing the above referenced unit for use by Fleet Management - Bessemer Shop.

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

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

---

Apr-24-2007-526

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

WHEREAS, the County Fleet Manager has determined that unit C883201 be retired due to condition of the unit.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that retired unit, B973203, be placed back into service replacing the above referenced unit for use by Environmental Services Five Mile Sewer Plant.

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

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

---

Apr-24-2007-527

A RESOLUTION RETIRING A COUNTY UNIT AND  
REPLACING WITH AN ACTIVE COUNTY UNIT

WHEREAS, the County Fleet Manager has determined that unit B973208 be retired due to condition of the unit.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that active unit, B991503, replace the above referenced unit for use by Environmental Services Five Mile Sewer Plant.

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

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

Apr-24-2007-528

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 17, 2007  
Purpose: Payment for Morris/Kimberly Trunk Sewer and Pumping Stations Pump Station #2  
Tracts 1 and 3 - Morris Basin Agent Alan Dodd  
Price: \$29,400.00  
Pay to the order of: Mildred Carolyn Peterson  
Mailing Address: P.O. Box 173  
Kimberly, AL 35091  
Fund # 34  
Organization/Division # 7363  
Object# 54184  
Check Delivery Code 5000

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

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Apr-24-2007-529

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 17, 2007  
Purpose: Payment for Morris/Kimberly Trunk Sewer and Pumping Stations Pump Station #2  
Tract No. 2 - Morris Basin Agent Alan Dodd  
Price: \$54,300.00  
Pay to the order of: Debra Jebeles  
Mailing Address: P.O. Box 173  
Kimberly, AL 35091  
Fund # 34  
Organization/Division # 7363  
Object# 54184  
Check Delivery Code 5000

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

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Apr-24-2007-530

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.

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer  
Department: Roads & Transportation  
Date: April 17, 2007  
Purpose: Payment for acquired right-of-way, 0.046 acres (more or less) Tract #2 of Sweeney Hollow Road #346

- TOPICS Sweeney Hollow Road @ Baggett Drive, Tyler Loop Road and North Brewster Road  
Jim Henderson Agent

Price: \$7,805.00  
Pay to the order of: Darla P. and Kenneth E. Frazier  
Mailing Address: 3675 Double Bridge Road  
Steele, Alabama 35987

Fund #22-0000-52503-0000-70047-000

Check Delivery Code 5000

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

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Apr-24-2007-531

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 17, 2007  
Purpose: Payment for Sanitary Sewer Right of Way and Temporary Construction Easement for Tarrant Huffman  
Road Replacement Sewer Tr. No. 10 - Five Mile Basin  
Agent Alan Dodd

Price: \$3,000.00  
Pay to the order of: Scott McReath  
Mailing Address: 895 Grandview Trail  
Warrior, AL 35180  
Fund # 34  
Organization/Division # 7352  
Object# 54184  
Check Delivery Code 5000

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

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Apr-24-2007-532

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 17, 2007  
Purpose: Payment for Sanitary Sewer Easement and Temporary Construction Easement for Tarrant Huffman Road  
Replacement Sewer Tr. No. 5 - Five Mile Basin

Agent Alan Dodd  
Price: \$1,000.00  
Pay to the order of: Craig A. Phillips  
Mailing Address: 1816 Mt. Circle  
Birmingham, AL 35217  
Fund # 34  
Organization/Division # 7352  
Object# 54184  
Check Delivery Code 5000

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

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Apr-24-2007-533

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 17, 2007  
Purpose: Payment for Acquired Right of Way Acquisition and Temporary Construction Easement for Tarrant  
Huffman Road Replacement Sewer Tr. No. 68 - Five Mile  
Basin

Agent Alan Dodd  
Price: \$800.00  
Pay to the order of: Willie Jackson  
Mailing Address: 2424 Etowah Street  
Birmingham, AL 35217  
Fund # 34  
Organization/Division # 7352  
Object# 54184  
Check Delivery Code 5000

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

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Apr-24-2007-534

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 17, 2007  
Purpose: Payment for Acquired Right of Way Acquisition and Temporary Construction Easement for Tarrant  
Huffman Road Replacement Sewer Tr. No. 11 - Five Mile Basin  
Note: Check will be exchanged for Original Deed and Tax I.D. Number at closing.  
Agent Alan Dodd

Price: \$7,200.00  
Pay to the order of: Blue Pine Holdings, LLC  
Mailing Address: c/o Meade Whitaker  
One Federal Place  
1819 Fifth Place North  
Birmingham, AL 35203  
Fund # 34  
Organization/Division # 7352  
Object# 54184  
Check Delivery Code 5000

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

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Apr-24-2007-535

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following  
Right-of Way Deed for Tract No. 9 - Tarrant Huffman Road  
RIGHT-OF-WAY DEED (ROAD)

ENGINEERING-469

Tarrant-Huffman Road #269  
Tract 9

THIS INSTRUMENT  
PREPARED BY:

Alan K. Dodd, Land Acquisition  
Agent  
Jefferson County Courthouse  
Ste A-200  
716 N. Richard  
Arrington, Jr Blvd  
Birmingham, Al 35203

STATE OF ALABAMA)

JEFFERSON COUNTY)

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:

A right-of-way more particularly described as follows:

Lot 8, block 2 of Ellis Bynums Fourth Addition to Tarrant City as recorded in Map Book 16, Page 78 in the Office of the Judge of Probate of Jefferson County, Alabama, Birmingham Division.

All of said right-of-way is located in the NW ¼ of the SE ¼ of Section 5, Township 17 South, Range 2 West

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

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

\_\_\_\_\_  
Apr-24-2007-536

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Quit Claim Deed between Jefferson County, Alabama and Oak Park Group, An Alabama Joint Venture for release of sanitary sewer right-of-way (Starbucks - Vestavia)

THIS INSTRUMENT PREPARED BY  
James F. Henderson, Jr. Land Acquisition Agent  
A200 Courthouse  
Birmingham, Alabama 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 the receipt whereof is acknowledged we do remise, release, quit claim and convey to the said Oak Park Group, An Alabama Joint Venture all our right, title, interest, and claim in or to the following described real estate, to wit:

ALL THAT PART OF THE SANITARY SEWER RIGHT-OF-WAY CONVEYED TO JEFFERSON COUNTY BY BK LR200620 PG 9267 AS RECORDED IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LOT 1A ACCORDING TO A RESURVEY OF LOT 1 OAK PARK PLAZA AS RECORDED IN MAP BOOK 191, PAGE 19 IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA, AND LOT 2, AND LOT 2A, ACCORDING TO THE SURVEY OF OAK PARK PLAZA AS RECORDED IN MAP BOOK 153, PAGE 23 IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE ¼ OF THE NW ¼ OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 2 WEST, JEFFERSON COUNTY, ALABAMA; THENCE PROCEED NORTH ALONG THE EAST LINE OF SAID ¼ - ¼ SECTION FOR A DISTANCE OF 215.40 FEET TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF SAID LOT 1A ACCORDING TO A RESURVEY OF LOT 1, OAK PARK PLAZA AS RECORDED IN MAP BOOK 191 PAGE 19 IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA; THENCE TURN LEFT AN ANGLE OF 86° 07' 00" AND RUN WESTERLY FOR A DISTANCE OF 778.99 FEET TO AN IRON PIN FOUND ON THE SOUTHWEST CORNER OF LOT 3 ACCORDING TO THE SURVEY OF OAK PARK PLAZA AS RECORDED IN MAP BOOK 153, PAGE 23 IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA, AND ALSO ON THE EASTERLY RIGHT OF WAY LINE OF ROCKY RIDGE ROAD (HAVING A 60' RIGHT OF WAY); THENCE TURN RIGHT AN ANGLE OF 80°20' 00" AND RUN NORTHERLY ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 59.33 FEET TO THE POINT OF BEGINNING OF A 20 FOOT WIDE SANITARY SEWER RIGHT-OF-WAY LYING 10 FEET EACH SIDE OF, PARALLEL TO AND ABUTTING THE FOLLOWING DESCRIBED LINE; THENCE TURN RIGHT AN ANGLE OF 90°25' 06" AND RUN EASTERLY A DISTANCE OF 11.30 FEET; THENCE TURN LEFT AN ANGLE OF 74° 49' 27" AND RUN NORTHERLY A DISTANCE OF 323.36 FEET TO THE END OF SAID SANITARY SEWER RIGHT OF-WAY.



LESS AND EXCEPT ANY PART LYING WITHIN THE CURRENTLY EXISTING RIGHT-OF-WAY OF ROCKY RIDGE ROAD.

ALL OF SAID SANITARY SEWER RIGHT-OF-WAY LIES IN THE SE ¼ OF THE NW ¼ OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 2 WEST, JEFFERSON COUNTY, ALABAMA AND CONTAINS 6,693 SQUARE FEET OR 0.15 ACRES MORE OR LESS.

TO HAVE AND TO HOLD, to the said Oak Park Group, an Alabama Joint Venture, heirs and assigns forever.

Given under my hand(s) and seal(s), this \_\_\_\_\_ day of \_\_\_\_\_, 2007

JEFFERSON COUNTY, ALABAMA

By: \_\_\_\_\_

Bettye Fine Collins, President

Jefferson County Commission

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

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Apr-24-2007-537

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-2006-103 Kyle B. Little, owner; John G. Farley, agent. Change of zoning on Parcel ID # s 4-13-0-0-1 & 3-18-0-0-7.2 in Section 13 & 18 Twp 14 Range 4 West from A-1 (Agriculture) and R-R (Rural Residential) to R-1 (Single Family) for a single family residential subdivision with E-2 density. (Site Only: 9480 Central Road, Warrior, AL 35180) (CORNER) (42 Acres M/L)

RESTRICTIVE COVENANTS: 1. The average lot size for the development shall be no less than one (1) acre;  
2. the minimum lot size of any lot in the development shall not be less than 20,000 square feet; and, 3. stub streets shall be provided where topographically feasible.

Motion was made by Commissioner Humphryes seconded by Commissioner Langford that Z-06-103 be approved. "Aye" Humphryes, Langford and Carns.

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Apr-24-2007-538

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by LMN, LLC applicant, d/b/a Steve's Grocery located at 3436 Warrior River Road, Bessemer, AL 35023; for an off-premise retail beer and wine

license, be and hereby is approved.

Motion was made by Commissioner Humphryes seconded by Commissioner Langford that Z-06-103 be approved. "Aye" Humphryes, Langford and Carns.

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Apr-24-2007-539

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and the City of Midfield for the County to provide technical assistance in the demolition of three houses located within the City of Midfield. Midfield will pay all costs and perform the demolition work.

AGREEMENT

RECITAL:

Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission to remove or demolish buildings and structures situated in Jefferson County or to enter into a contract for said demolition when the same are found by the County Commission to be unsafe, amounting to a public nuisance. From time to time officials of smaller municipalities situated in Jefferson County and without the resources or personnel as are needed to conduct such demolition programs call upon the Jefferson County Commission to exercise its authority on property situated inside the municipality. The purpose of this Agreement is to set out the understanding and agreement between the County and the City of Midfield.

WITNESSETH:

IN CONSIDERATION of the foregoing and the following mutual promises, Jefferson County and the undersigned municipality agree as follows:

1. The City of Midfield hereby requests the Jefferson County Commission to exercise its authority provided by Act No. 91193 with respect to the property described below, which is located within the municipal boundary of the City of Midfield.
2. The City of Midfield hereby certifies that its officials have received complaints from affected persons and that Jefferson County has investigated the complaints and examined the subject property, including all buildings, structures, party walls and foundations thereon and found the same to be unsafe to the extend of being a public nuisance.
3. The City of Midfield hereby agrees to perform demolition of subject properties with its own forces as the County's contractor pursuant to this agreement in accordance with Section 3 of Alabama Act No. 91-193.
4. The County waives any claim against the City of Midfield for costs or expenses of the project.
5. The City of Midfield waives any claim against the County for any payment or reimbursement whatsoever and agrees to seek recovery of its costs, if any, from the property owner.
6. The subject properties are located at: SEE ATTACHED LIST.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, this day of , 2007.

JEFFERSON COUNTY, ALABAMA

BETTYE FINE COLLINS, President

Jefferson County Commission

CITY OF MIDFIELD

By:

Its:

Motion was made by Commissioner Humphryes seconded by Commissioner Langford that Z-06-103 be approved. "Aye" Humphryes, Langford and Carns.

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Apr-24-2007-540

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the case styled Linn Richards v. Jefferson County, et al., Civil Action No. DV 06-8047, in the amount of Three Thousand Eleven (\$3,011.00) Dollars. Be it further resolved by the Jefferson County Commission that the Director of Finance is hereby directed to issue a check in the amount of \$3,011.00 made payable to "Linn Richards" and forward to the County Attorney for disbursement.

Motion was made by Commissioner Humphries seconded by Commissioner Langford that Z-06-103 be approved. "Aye" Humphries, Langford and Carns.

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Apr-24-2007-541

This Resolution is made this 24<sup>th</sup> day of April, 2007, (the Effective Date) by the Jefferson County, Alabama (the Granting Authority), to grant a tax abatement for United States Steel Corporation (the Company).

WHEREAS, the Company has announced plans for a (check one):

new project or  major addition to their existing facility (the Project), located within the jurisdiction of the Granting

Authority; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9-B1 et seq., Code of Alabama 1975) (the Act), the Company has requested from the Granting Authority an Abatement of (check all that apply):

all state and local non-educational property taxes,

all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

all mortgage and recording taxes; and

WHEREAS, the Company has requested that the abatement of state and local non-educational property taxes (if applicable) be extended for a period of 5 years, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications (copy attached) filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, the construction of the project will involve a capital investment of \$ 25,100,000.00; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in the Tax Abatement Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of the Tax Abatement Agreement;

WHEREAS, at its meeting held on the 24<sup>th</sup> day of April, 2007 (the Meeting), the Granting Authority approved the Company's application for abatement of (check all that apply):

all state and local non-educational property taxes,

all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

all mortgage and recording taxes; and

WHEREAS, the Project will consist of private use industrial development property, which is composed of all real and related personal property to be acquired, constructed, and installed thereon, as described in Attachment One hereto; and

WHEREAS, the private use industrial development property for which the abatement is applied shall be (check whichever is applicable):

owned by the entity applying for the abatement,

leased from a public authority, municipal, or county government; and

WHEREAS, in the event that the private use industrial development property is leased from a public authority, municipal, or county government, the lessee shall be treated as the owner of such property for federal income tax purposes; and

WHEREAS, it shall be indicated whether the Granting Authority intends to issue bonds in connection with the private use industrial development property herein described, and, if so intends, shall attach a copy of the inducement agreement; and

WHEREAS, for the purposes of abatement of all non-educational property taxes (if applicable), it has been determined that no portion of the Project has been placed in service or operation by the Company or by a related party, as defined in 26 U.S.C. §267, with respect to the Company prior to the Effective Date of this Agreement; and

WHEREAS, for the purposes of the abatement of all construction related transaction taxes (if applicable), no portion of the Project which has been requested for abatement has been purchased prior to the Effective Date of this Agreement; and

WHEREAS, the Project conducts trade or business as described in any of the following 1987 Standard Industrial Classification Major Groups 20 to 39, inclusive, 50 or 51, Industrial Group Number 737, or Industry Numbers 0724, 4613, 8731, 8733, or 8734, as set forth in the Standard Industrial Classification Manual published by the United States Government Office of Management and Budget; and

WHEREAS, if the Project is a major addition to an existing facility, the request for abatement of all state and local non-educational property taxes (if applicable) and/or all construction related transaction taxes (if applicable) does not include any capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated with the renovating or remodeling of existing facilities of industrial development property previously placed in service by the Company; and

WHEREAS, if the Project is a major addition to an existing facility the addition equals the lesser of (i) thirty (30) percent of the original cost of the industrial development property, or (ii) \$2,000,000; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in this Agreement; and

NOW THEREFORE, be it resolved by the Granting Authority as follows:

Section 1. Approval is hereby given to the application of the Company and abatement is hereby granted of (check all that apply):

all state and local non-educational property taxes,

all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

all mortgage and recording taxes

as the same may apply to the fullest extent permitted by the Act. The period of abatement for the non-educational property taxes (if applicable) shall extend for a period of 5 years measured as provided in Section 40-9B-3(8) of the Act.

Section 2. The governing body of the Granting Authority is authorized to enter into an abatement agreement with the Company to provide for the abatement granted in Section 1.

Section 3. A certified copy of this resolution, with the application and abatement agreement, shall be forwarded to the Company to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

Section 4. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

I hereby certify that the above and foregoing was duly adopted by the Jefferson County Commission of Alabama at a meeting held on the 24<sup>th</sup> day of April, 2007.

\_\_\_\_\_  
(Secretary)

Motion was made by Commissioner Humphryes seconded by Commissioner Langford that Z-06-103 be approved. "Aye" Humphryes, Langford and Carns.

\_\_\_\_\_  
Apr-24-2007-542

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Southern Intercollegiate Athletic Conference, Inc. (hereinafter called the "Contractee").

WITNESSETH:

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

WHEREAS, the County recognizes that the sporting events conducted in Jefferson County focus attention upon Jefferson County and results in positive and promotion of county resources and a positive image of the State of Alabama, County of Jefferson and the City of Birmingham to the United States of America; 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 thru national sports event.

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 \$15,000 upon execution of this contract.
3. The Contractee shall provide the following services:
  - a. Conduct the SIAC's Men's & Women's Basketball tournament as well as auxiliary events (Step Competition, Tailgate Saturday, Battle of the Bands and the Cheerleading and Dance Competition and Exhibition) on February 28 - March 4, 2007 at Fair Park Arena in Birmingham, Alabama.

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

Southern Intercollegiate Athletic Conference, Inc.

William E. Lide, Ph.D., Commissioner

Motion was made by Commissioner Humphryes seconded by Commissioner Langford that Z-06-103 be approved. "Aye" Humphryes, Langford and Carns.

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The checks issued during the week beginning April 16, 2007 and ending April 20, 2007 are as follows:

BEGINNING CHECK NUMBER    390373

ENDING CHECK NUMBER

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Thereupon the Commission Meeting was adjourned to meet Tuesday, May 1, 2007, at 10:00 a.m. in Commission Chambers.

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President Pro Tem

ATTEST

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Minute Clerk