

STATE OF ALABAMA)

JEFFERSON COUNTY) September 11, 2007

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

District 1 Larry Langford

District 2 Shelia Smoot

District 3 Bobby Humphryes

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the Minutes of September 4, 2007, approved. Voting "Aye" Smoot, Carns, Collins, Humphryes and Langford.

A Public Hearing was held to receive comments on the request for vacation of property. Jeff Roper representing Alabama Power Company spoke regarding their easement at this location. The Commission took the following action:

Sep-11-2007-1144

WHEREAS, Republic Enterprises, Inc. is/are the owner(s) of the land abutting the following described road right-of-way, situated in Jefferson County, Alabama, to-wit:

DESCRIPTION OF PROPERTY TO BE VACATED:

Roberta Road Vacation aka Mineral Springs Road

Commence at the SW corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 31, Township 16 South, Range 3 West and run easterly along the south line of said quarter-quarter section a distance of 602.8 feet thence turn left an angle of $37^{\circ}25'$ and run northeasterly a distance of 569.5 feet; thence turn left an angle of $79^{\circ}25'$ and run northwesterly a distance of 309 feet, more or less, a point lying on a line extending from a point 383 feet northeasterly of and perpendicular to Corridor X centerline Station 4800+28 and extending to a point 422 feet northeasterly of and perpendicular to Corridor X centerline Station 4800+82. Said point being the point of beginning of the vacation of the prescriptive right-of-way of Roberta Road, a/k/a Mineral Springs Road. Said right-of-way being of variable widths and being bounded on the Easterly side by the currently existing Right-of-Way of Corridor X; thence continue northwesterly along the centerline of Roberta Road a distance of 559.8 feet to the point of beginning of a 5° curve to the left having a central angle of $10^{\circ}40'$; thence run northwesterly along the arc of said curve a distance of 213.3 feet to the end of said curve; thence run northwesterly along the extended tangent of said curve a distance of 532.3 feet to the point of beginning of a 10° curve to the right having a central angle of $17^{\circ}0'$; thence run northwesterly along the arc of said curve a distance of 170 feet to the end of said curve; thence run northwesterly along the extended tangent of said curve a distance of 170 feet, more less, to the southerly Right-of-Way of Cherry Avenue and the end of this vacation.

Less and except any part lying within 50 feet of the currently existing centerline of Cherry Avenue

Less and except any part lying within the Right-of-Way of Corridor X and Cherry Avenue as recorded in Instrument No. 200007/8051 and Instrument No. 200107/7261 in the Probate Office of Jefferson County, Alabama.

WHEREAS, the above owner(s) are desirous of vacating said tract of land described above and requests that the assent of the County Commission of Jefferson County, Alabama, be given as required by law in such cases:

That after vacation of the above-described tract of land located as above described, and all public rights and easements therein, convenient means of ingress and egress to and from the property will be afforded to all other property owners owning property in or near the tract of land embraced in said map. Plat or survey by the remaining streets, avenues or highways dedicated by said map, plat or survey.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that it assents and it does hereby assent to said, Republic Enterprises, Inc. tract of land as above-described and that the above-described property be and the same is hereby vacated and annulled, and that all public rights and easements therein divested of the property; subject, however, to all existing rights-of-way or easements for public utilities and to all utility facilities presently situated in said area vacated subject to this provision. A check in the amount of \$100 has been received for administrative fees.

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

Public Hearing was held to receive comments on the request for vacation of property. There being no comments, the Commission took the following action:

Sep-11-2007-1145

WHEREAS, Y. W. Homes, Inc. is/are the owner(s) of the land abutting the following described road right-of-way, situated in Jefferson County, Alabama, to-wit:

DESCRIPTION OF PROPERTY TO BE VACATED:

A parcel of land situated in the Northwest Quarter of Section 28, Township 17 South, Range 4 West, Jefferson County, Alabama, and being a part of Lot 37, EDGEWATER OAKS SUBDIVISION, as recorded in Map Book 205, Pages 30, 30A & 30B, in the Probate Office of Jefferson County, Alabama, and also being recorded in Map Book 36 Pages 81, 81A & 81B, in the Probate Office of Jefferson County, Alabama, Bessemer Division and being more particularly described as follows:

Commence at the Southwest Corner of Lot 37 of said subdivision, being the common back corner of Lots 37 and 38; thence run in a Southeasterly direction, along the back line of said Lot 37, a distance of 4.64 feet to the POINT OF BEGINNING of a 10 foot wide sanitary sewer easement to be vacated. Said easement lying southeasterly of, parallel to and abutting the following described line; thence turn a deflection angle to the left of 79°43' 01" and run in a Northeasterly direction a distance of 175.49 feet to the Southwesterly Right-of-Way of Inez King Drive, and the end of this vacation.

Less and except any part lying within the Sanitary Sewer Easement conveyed to Jefferson County by Deed Book LR200763 Page 21927 as recorded in the Probate Office of Jefferson County, Alabama, Bessemer Division.

WHEREAS, the above owner(s) are desirous of vacating said tract of land described above and requests that the assent of the County Commission of Jefferson County, Alabama, be given as required by law in such cases:

That after vacation of the above described tract of land located as above described, and all public rights and easements therein, convenient means of ingress and egress to and from the property will be afforded to all other property owners owning property in or near the tract of land embraced in said map. Plat or survey by the remaining streets, avenues or highways dedicated by said map, plat or survey.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that it assents and it does hereby assent to said, Y. W. Homes, Inc. tract of land as above described and that the above-described property be and the same is hereby vacated and annulled, and that all public rights and easements therein divested of the property; subject, however, to all existing rights-of-way or easements for public utilities and to all utility facilities presently situated in said area vacated subject to this provision. A check in the amount of \$100 has been received for administrative fees.

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

STAFF DEVELOPMENT

Multiple Staff Development

Emergency Management Agency/2 Participants

Horace Walker	Pittsburg, Pennsylvania	\$1,125.00
Michael Harter	EPA: Emergency Preparedness & Prevention-Hazmat Conf. December 1-6, 2007	\$1,305.22

Information Technology/ 2 Participants

Charles Elliott	Birmingham, Alabama	\$137.00
Steve Kanaday	Birmingham Large Users Group Education Committee August 24, 2007	\$137.00

Individual Staff Development

Jim Carns	Commission	Washington, D.C. Meeting with Congressmen to discuss Economic Development June 27-28, 2007	\$762.46
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Jim Carns	Commission	Atlanta, Georgia EPA Meeting to discuss Environmental Services Consent Decree	\$259.24
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August 26-27, 2007

Bobby Humphryes	Commission	Denver, Colorado Birmingham Regional Chamber of Commerce B.I.G. Trip 2007 September 23-25, 2007	\$2,115.50
Adrienne Merritt	Family Court	New Orleans, Louisiana Graduated Sanctions in Juvenile Justice: A National Training September 17-24, 2007 Previously approved trip amended	\$482.04
Daniel White	Environmental Services	Overland Park, Kansas Wastewater Treatment Engineering for Nutrient Removal University of Wisconsin, College of Engineering October 2-5, 2007	\$2,080.43
Earnest E. Wilson	Inspection Services	Florence, Alabama International Assn. of Electrical Inspectors Annual Meeting October 7-10, 2007	\$730.75
Laura Redman	Land Development	Orange Beach, Alabama Alabama Chapter of National Emergency Number Assn. October 14-17, 2007	\$715.82

Motion was made by Commissioner Langford seconded by Commissioner Humphryes that the Staff Development be approved. Voting "Aye" Langford, Humphryes, Carns, Collins 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 (STORES) FROM MEDICAL PRODUCTS SUPPLY, INC., BABYLON, NY, FOR INTROCAN CATHETERS FOR THE PERIOD 10/1/2007 THROUGH 9/30/2008. PURCHASE COMMITMENT# 44000000182\$125,000.00 TOTAL REFERENCE BID# 249-07
2. COOPER GREEN MERCY HOSPITAL (STORES) FROM BI MEDICAL, INC., TUCKER, GA, FOR LABORTORY STOREROOM SUPPLIES. REFERENCE BID# 15006 \$5,226.24 TOTAL
3. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM BIOMET, INC., WARSAW, INC., FOR TOTAL HIP FOR PATIENT T. WOODS. SAP PURCHASE ORDER# 2000004697 \$6,000.000 TOTAL
4. JEFFERSON REHABILITATION AND HEALTH CENTER FROM GAYMAR, ORCHARD PARK, NY, TO ADD FUNDS TO EXTISTING P.O. FOR MATTRESS RENTAL.SAP PURCHASE ORDER# 2000002930 \$4,999.99 TOTAL REFERENCE BID# 318-05
5. ROADS & TRANSPORTATION FLEET MANAGEMENT FROM ESTES EQUIPMENT CO. INC., BIRMINGHAM, AL, FOR CONTRACT FOR FUEL SITE MAINTENANCE AND REPAIR FOR THE PERIOD 10/1/07 TO 10/1/08. REFERENCE SAP REQUISITION# TO BE ISSUED ON 10/1/07 ESTIMATED ANNUAL EXPENDITURE \$20,000.00 REFERENCE BID# 250-07
6. BRIDGE DIVISION AND ENVIRONMENTAL SERVICES FROM ERGON ASPHALT & EMULSIONS INC., BIRMINGHAM, AL, FOR CONTRACT FOR MOBILE CRANE RENTAL FOR THE PERIOD 10/1/07 TO 10/1/08. REFERENCE SAP REQUISITION# TO BE ISSUED ON 10/1/07 APPROX. ANNUAL EXPENDITURE \$15,000.00 REFERENCE BID# 275-07
7. ROADS & TRANS. HWY MAINT. FROM ERGON ASPHALT & EMULSIONS INC., BIRMINGHAM, AL, FOR CONTRACT FOR EMULSIFIED ASPHALT FOR THE PERIOD 10/1/07 TO 10/1/08. REFERENCE SAP REQUISITION# TO BE ISSUED ON 10/1/07 APPROX. ANNUAL EXPENDITURE \$200,000.00 REFERENCE BID# 277-07
8. ROADS & TRANS. HWY MAINT. FROM VULCAN ASPHALT, BIRMINGHAM, AL, FOR CONTRACT FOR EMULSIFIED ASPHALT 10/1/07 TO 10/1/08. REFERENCE SAP REQUISITION# WILL BE ISSUED ON 10/1/07 ESTIMATED \$2,000,000.00 PER YEAR REFERENCE BID# 277-07

9. ENVIRONMENTAL SERVICES FROM PORT CITY PIPE, INC., BIRMINGHAM, AL, FOR CONTRACT FOR MANHOLE RISERS & ACCESSORIES 10/1/07 TO 10/1/08. REFERENCE SAP REQUISITION# CANNOT BE ISSUED UNTIL 10/1/07 ESTIMATED ANNUAL EXPENDITURE \$35,000.00 REFERENCE BID# 269-07
10. ENVIRONMENTAL SERVICES FROM JASPER ELECTRIC MOTORS INC., BIRMINGHAM, AL, TO EXTEND CONTRACT FOR LARGE MOTOR REPAIR FOR 10/1/07 TO 10/1/08. REFERENCE SAP REQUISITION# TO BE ISSUED ON 10/1/07 ESTIMATED ANNUAL EXPENDITURE \$20,000.00 REFERENCE BID# 285-06
11. ENVIRONMENTAL SERVICES FROM B & D ELECTRIC MOTORS CO. INC., BIRMINGHAM, AL, TO EXTEND CONTRACT FOR SMALL MOTOR REPAIR FOR 10/1/07 TO 10/1/08. REFERENCE SAP REQUISITION# TO BE ISSUED ON 10/1/07 ESTIMATED ANNUAL EXPENDITURE \$20,000.00 REFERENCE BID# 285-06
12. ROADS & TRANS. HWY MAINT. BESSEMER AND KETONA FROM BIRMINGHAM POWDER & SUPPLY CO. INC., BIRMINGHAM, AL, FOR CONTRACT FOR EXPLOSIVES FOR THE PERIOD 10/1/07 TO 10/1/08. REFERENCE SAP REQUISITION# TO BE ISSUED ON 10/1/07 ESTIMATED ANNUAL EXPENDITURE \$20,000.00 REFERENCE BID# 281-07
13. ROADS & TRANSPORTATION FROM HEATEC, INC., CHATTANOOGA, TN, FOR LIQUID ASPHALT PLANT. REFERENCE BID# 307-07 \$182,314.00 TOTAL
14. COOPER GREEN MERCY HOSPITAL (STORES) FROM CARDINAL HEALTHCARE, BESSEMER, AL, FOR MISCELLANEOUS MEDICAL SUPPLIES. REFERENCE SAP# 1000016477 \$5,549.80 TOTAL SAP PURCHASE ORDER# 2000004775
15. COOPER GREEN MERCY HOSPITAL (STORES) FROM CARDINAL HEALTHCARE, BESSEMER, AL, FOR MISCELLANEOUS MEDICAL SUPPLIES. REFERENCE SAP# 1000016477 \$5,822.89 TOTAL SAP PURCHASE ORDER# 7000000050 REFERENCE BID# 222-05
16. COOPER GREEN MERCY HOSPITAL PHARMACY FROM LIONVILLE SYSTEMS, COATSVILLE, PA, FOR PHARMACY DISPENSING FIXTURES. REFERENCE SAP# 1000013326 \$25,000.00 TOTAL REFERENCE BID# 216-07
17. COOPER GREEN MERCY HOSPITAL PHARMACY FROM INNOVATION ASSOCIATES, JOHNSON CITY, NY, FOR OUTPATIENT PHARMACY AUTOMATION. REFERENCE SAP# 1000013091 \$225,118.00 TOTAL REFERENCE BID# 217-07

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

JEFFERSON COUNTY COMMISSION
 FINANCE DEPARTMENT
 UNUSUAL DEMANDS
 SEPTEMBER 5, 2007

Profit Center	Vendor #	Name	Text	Business Area	Amount	Document No
District 1	1000193	JEFFERSON CO TREASURER	Petty Cash-General Services	CO HOME: PLANT OPERATIONS	75.12	1900002562
District 1	1000193	JEFFERSON CO TREASURER	Petty Cash-Coroners Office	CORONER/MEDICAL EXAMINER	39.58	1900001349
District 1	1000193	JEFFERSON CO TREASURER	Petty Cash-Coroners Office	CORONER/MEDICAL EXAMINER	9.49	1900001662
District 1	1000193	JEFFERSON CO TREASURER	Petty Cash-Coroners Office	CORONER/MEDICAL EXAMINER	139.00	1900002286
District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-Roads & Transportation	R&T: HIGHWAY MAINT-KETONA	94.00	1900001348
District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-Land Development	LAND DEVELOPMENT	5.84	1900002267
District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-EMA	EMERGENCY MANAGEMENT AGENCY	785.85	1900002190
District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-Roads & Transportation	R&T: TRAFFIC ENGINEERING	102.50	1900002193
District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-Land Development	LAND DEVELOPMENT	8.99	1900002263
District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-Land Development	LAND DEVELOPMENT	47.61	1900002264
District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-Fleet Management	FLEET MGMT: ADMINISTRATION	523.96	1900002305
District 3	1018312	LOUIE TOMMIE THOMPSON	TOPICS Phase VII - Tract No. 11 TCE	R&T: ADMINISTRATION	950.00	1900002129
District 3	1018313	BETTY B ROBINSON	TOPICS Phase VII - Tract No. 17 TCE	R&T: ADMINISTRATION	590.00	1900002126
District 3	1018316	M & K PROPERTIES	Tract No 2 TOPICS VII Mt. Olive Road ROW	R&T: ADMINISTRATION	2,178.00	1900002097
District 3	1018316	M & K PROPERTIES	TOPICS Phase VII - Tract No. 4 - Site 1	R&T: ADMINISTRATION	3,049.00	1900002131
District 3	1018385	MT OLIVE INVESTMENT GROUP LLC	Pay TR. 3 3257 Mt. Olive Road TOPICS VII	R&T: ADMINISTRATION	800.00	1900002111
District 3	1018555	MT OLIVE CEMETERY	TOPICS Phase VII - Site 1, Drainage Ease Tr. 5	R&T: ADMINISTRATION	4,000.00	1900002122
District 3	1018559	BEVERLY BURR	Payment Req for ROW TOPICS PH VII Site 1	R&T: ADMINISTRATION	500.00	1900002553
District 3	1018594	MELVIN RAY LETSON	TOPICS Phase VII - Tract No. 21 ROW Acq.	R&T: ADMINISTRATION	2,360.00	1900002114
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Revenue	REVENUE	31.55	1900002268
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Revenue	REVENUE	55.96	1900002265
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	FINANCE SEWER SERVICES	89.31	1900002300
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	FINANCE SEWER SERVICES	107.33	1900002299
District 4	1000398	NATIONAL CASA ASSOCIATION	CASA membership for Nancy Bush	FC ADMIN SERVICES	100.00	1900001898
District 4	1000467	TOMMY E ROUSE	Tavel Rambu T. E ROUSE 7/22/07 -07/25/07	YOUTH DETENTION: CUSTODY	248.47	1900000870
District 4	1000526	CITY OF TRUSSVILLE	Reimb Truss Consump Data for May Jun Jul 07	FINANCE SEWER SERVICES	2,868.75	1900001303
District 5	1000193	JEFFERSON CO TREASURER	pins to go onto the wheel of kabota	ES: TRUSSVILLE WWTP	4.40	1900000557
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental services	ES: TRUSSVILLE WWTP	2.29	1900000559
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: TRUSSVILLE WWTP	19.97	1900001332
District 5	1.000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: TRUSSVILLE WWTP	23.58	1900001333
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: VALLEY MAINTENANCE SHOP	108.20	1900001336
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: PACKAGE WWTP & PUMP STATIO	300.51	1900002253
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Commissioner Carns	COMMISSIONER, DISTRICT 5	212.1.0	1900002261
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	E5: BARTON LAB	94.98	1900002191

District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: PACKAGE WWTP & PUMP STATIO	167.97	1900002308
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: PACKAGE WWTP & PUMP STATIO	150.80	1900002309
District 5	1004960	NATNL ASSOC OF CLEAN	Membership dues support NACWA's Genl Fund	ES: SANITATION ADMIN	16,212.00	1900002474
Joint Responsibility	1000193	JEFFERSON CO TREASURER	PETTY CASH-TAX COLLECTOR	TAX COLLECTOR-BIRMINGHAM	51.36	1900002283
Joint Responsibility	1000193	JEFFERSON CO TREASURER	Petty Cash-Bham Jail	SHER CORRECT-BIRMINGHAM	1,015.11	1900002252
Joint Responsibility	1000193	JEFFERSON CO TREASURER	PETTY CASH-TAX COLLECTOR	TAX COLLECTOR-BIRMINGHAM	161.94	1900002273
Joint Responsibility	1006031	NATHAN BREWSTER	Mileage reimbursement-Nathan Brewster	PER BD: TESTING	58.73	1900002012

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

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION

1. Jefferson Rehabilitation & Health Center \$51,076.60

Delete a Dietary (Gr. 20) position and add position to Cooper Green Mercy Hospital. No Additional Funds Required.

2. Jefferson Rehabilitation & Health Center \$557,584

Shift funds for routine operations and to clear negatives. No Additional Funds Required.

B. FOR INFORMATION ONLY

- Personnel Board \$315,000

Shift funds from salaries and fringe benefit accounts to cover the cost of a RFP in the repair contractual maintenance equipment account. No Additional Funds Required.

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

Sep-11-2007-1146

WHEREAS, a mortgage was executed Gussie Chappell dated June 3, 1993, and recorded in Real 9308 Page 0198 in the Probate Office of Jefferson County, Alabama; and

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

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

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

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

Sep-11-2007-1147

WHEREAS, Community Housing Development Corporation of Alabama executed a certain mortgage for the construction of an affordable home; and

WHEREAS, a new home has been completed and sold to a qualified homebuyer through Jefferson County's Agreement with Community Housing Development Corporation of Alabama; and

WHEREAS, said mortgage is recorded in Instrument LR 200661 Page 23597, in the Probate Office of Jefferson County, Alabama;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Full Satisfaction of Recorded Mortgage for the above referenced mortgage be executed by the Commission President.

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

Sep-11-2007-1148

WHEREAS, the estimated cost of the 2004 Lowetown Senior Citizens Center Project (No. Z02U3) has exceeded the project budget by approximately Ten Thousand Five Hundred Five and 25/100 Dollars (\$10,505.25) and

WHEREAS, there are funds available in other budgets to transfer.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Department of Community Development is authorized to transfer One Thousand Three Hundred Fifty Seven & 73/100 Dollars from 2001 Unprogrammed Funds, Two Thousand Three Hundred Forty & 27/100 Dollars from 2003 Unprogrammed Funds, and Six Thousand Eight Hundred Seven & 25/100 Dollars from the 2003 Volunteer Based Housing Program to the 2004 Lowetown Senior Citizens Center Project.

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

Sep-11-2007-1149

BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins, be and she hereby is authorized, empowered and directed to execute Change Order Number Three (3) to the Construction Agreement for the Lowetown Senior Citizens Center Project (CD0403AZ02U3LOW), dated August 10, 2006, between Jefferson County, Alabama and BRIC, Inc.

The purpose of Change Order Number Three (3) is to increase the scope of work. The additional work will include rerouting the water service line, building a mechanical room and relocating the HVAC units. The cost of the change order is \$10,525.25 and will be funded in full with Federal funds. This project is from the Program Year 2004.

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

Sep-11-2007-1150

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to establish an Economic Stimulus Loan and Grant Fund which will be used to stimulate economic development in Jefferson County through low interest loans and grants to businesses and developers that will result in additional jobs and/or tax revenue. No additional funds are required.

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

Sep-11-2007-1151

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following be, and they hereby are, declared as official holidays for Jefferson County employees for the Fiscal Year 2007 - 2008.

November 12, 2007 (Monday)	Veterans Day
November 22 & 23, 2007(Thursday and Friday)	Thanksgiving
December 24 & 25, 2007 (Monday and Tuesday)	Christmas
January 1, 2008	New Year's Day
January 21, 2008 (Monday)	Martin Luther King Day
May 26, 2008 (Monday)	Memorial Day
July 4, 2008 (Friday)	Independence Day
September 1, 2008 (Monday)	Labor Day
1 day	Variable Day

BE IT FURTHER RESOLVED that the foregoing shall not interfere with the right or power of any County official or department head to require any employee under his supervision or jurisdiction to be on duty at said time where such County official or department head determines that the presence of the employee is necessary in the public interest.

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

Sep-11-2007-1152

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to amend Administrative Order 99-1 as follows:

ADMINISTRATIVE ORDER
OF THE
JEFFERSON COUNTY COMMISSION
NO. 99-1
Amended September 4, 2007

PURSUANT to the authority vested in the Jefferson County Commission by law, the following Administrative Order is hereby issued:

PURPOSE

To establish a Vacation Leave Bank Plan for the use and benefit of employees.

I. GENERAL POLICY

It is the intention of the County Commission in adopting this Vacation Leave Bank Plan (hereafter "the Plan") to assist participating employees who have exhausted all accrued leave balances as a result of a non job related catastrophic event or sudden change in health. A Vacation Leave Bank Committee (hereafter "the Committee") shall administer the Plan in accordance with the procedure set forth herein. All paid leave awarded pursuant to this Plan shall be substituted for Family and Medical Leave Act leave to the fullest extent that the Family and Medical Leave Act, 29 U.S.C. §§ 2601-654, and the applicable regulations issued thereunder, allow such substitution.

II. DEFINITIONS

As used herein, the following terms shall have the meaning hereby ascribed to them: .

1. "Employee" shall mean all officials, appointees, classified and unclassified employees who are compensated for services to Jefferson County, and who accrue vacation and sick leave and, shall also include employees of the Sheriff of Jefferson County, Alabama and other individuals who are eligible to participate in the Jefferson County Pension System.
2. "Accrued leave balances" shall mean accrued balances of vacation, sick and comp time hours.
3. "Vacation Leave Bank Committee" shall mean the Committee established by this Administrative Order to administer the Plan.

III. VACATION LEAVE BANK COMMITTEE

The Committee shall consist of seven (7) members of the Plan to be formed in the following manner:

1. Five (5) members shall be appointed by resolution of the Jefferson County Commission.
2. The Sheriff of Jefferson County, Alabama shall appoint one (1) member.
3. The Jefferson County Employees Association shall appoint one (1) member.

4. The term shall be three (3) years. Provided, in order to stagger the terms, the first term of three (3) members appointed by the County

Commission shall be for two (2) years. Thereafter, those terms shall be three (3) years.

5. A Chairperson shall be elected by majority vote of the members of the Committee.
6. Committee members are eligible for reelection or reappointment to the Committee for two consecutive terms.
7. Vacancies shall be filled by the appointing entity for the vacation position for the remainder of the unexpired term.
8. Any member of the Committee may be removed for cause by action of the County Commission upon the recommendation for removal by not less than five (5) Committee members.

IV. PROCEDURE

A. Eligibility for Membership

After completing one year of uninterrupted full time employment with the County or the Sheriff, employees are eligible to apply for membership in the Plan. Approved leaves of absence or part-time service will not be considered as creditable time or a break in service for purposes of calculating one year of service.

B. Application for Membership

Application for membership shall be accepted at any time after the employee completes one year of uninterrupted full time employment with the County or Sheriff.

1. To enroll in the Plan an employee must complete the Memorandum of Understanding/Vacation Leave Bank Plan (Attachment A) and deliver it to the Jefferson County Human Resources Department. The Plan requires members to contribute eight (8) hours of accrued vacation leave when entering the Plan, and an additional eight (8) hours of accrued vacation leave each year thereafter. Members without sufficient accrued vacation to make the annual contributions shall be terminated from the Plan with a forfeiture of all benefits and rights with respect to the previous contributions. Provided, the Vacation Leave Bank Committee may suspend the additional yearly contribution of vacation leave if it determines that the Plan is sufficiently funded.

V. REQUEST FOR BENEFITS

1. Members shall be eligible for benefits three months after enrolling in the Plan. Provided, the Committee may waive this requirement in cases in which the qualifying catastrophic event or sudden change in health resulted from a non-work related accident or unexpected illness: In order to receive Plan benefits, the member must be in good standing and must have exhausted all accrued leave balances.
2. To apply for benefits, a member shall submit a Vacation Leave Bank Withdrawal Request (Attachment B) to the Human Resources Department when the member reasonably anticipates that all accrued leave balances will be exhausted. The burden for timely submission shall be upon the member and in light of the fact that retroactive benefits are prohibited and it will require at least one week from submission to complete the application process. The Human Resources Department will review and forward the request to the Committee for consideration.
3. The Vacation Leave Bank Withdrawal Request will include the following information:
 - a. Applicant's name, the last four digits of the applicant's social security number and classification or job title.
 - b. The number of hours requested from the Plan.
 - c. The application must be accompanied by a physician's statement that states the nature of the illness or injury and probable date of return to duty. Such requirement may be waived by the Committee.
 - d. Any other information offered by the applicant in support of the request.
 - e. Any other information requested by the Committee that is relevant to the General Policy.

VI. ACTION OF COMMITTEE

1. The Committee will review Vacation Leave Bank Withdrawal Requests and will grant or deny benefits by majority vote with a quorum of the members present and voting Committee members may vote in person or by email.
2. In determining whether to grant or deny benefits the Committee will consider the request in light of the General Policy. Provided, the Committee may deny, benefits in cases where the Committee is reasonably satisfied that the applicant has abused vacation and sick leave. The following may reflect abuse:
 - a. Poor leave and attendance record.
 - b. Use of vacation and/or sick leave reflecting a pattern of use contemporaneous with earning.
 - c. Absence of a reserve or very small reserve of vacation and/or sick leave in relation to length of employment.
 - d. Poor job performance evaluations, or record of disciplinary action that reflects excessive absenteeism and abuse of vacation and sick leave, or that reflect unsafe work performance.
 - e. Absence of reasonable evidence to disprove indications of abuse of vacation and sick leave.
3. Benefits may be awarded up to a maximum of 480 hours (60 days) within a twelve (12) month period.
4. Benefits may be extended for up to an additional 480 hours (60 days) only when the extension is necessary to qualify the member for a normal service or disability retirement under the General Retirement System for Employees of Jefferson County, Alabama.

Extension of benefits will be determined under the provisions of paragraph 1 above.

5. Benefits will not be awarded for short-term illnesses such as common colds, flu, viruses, etc. Benefits may be awarded for catastrophic circumstances, such as severe injuries, heart attack, cancer, major surgery, etc. provided, the injury or illness is not the result of unlawful activity.

6. If the request is approved, benefits will begin when the applicant's entire accrued leave balances are exhausted.

7. Under no circumstances will benefits be based on a retroactive application: Provided, benefits may be awarded for the time period between the date the application was submitted and acted upon by the Committee.

8. Benefits will not be awarded for absences related to an on the job injury. The determination of the Human Resources Director, with advice of the County Attorney, as to what is or is not related to an on-the-job injury will be conclusive.

9. All benefits awarded shall be substituted for Family and Medical Act leave to the fullest extent that the Family and Medical Leave Act, 29 U.S.C. §§ 2601-2654, and the applicable regulations issued thereunder, allow such substitution.

10. When the employee returns to work any unused vacation leave bank leave must be returned to the Plan. The Payroll Coordinator for such employee must notify payroll services of the used leave.

VII. HUMAN RESOURCES DEPARTMENT RESPONSIBILITY

1. The Jefferson County Human Resources Department will maintain all records relating to the Plan. That Department shall submit a report of the Plan's status to each member of the Jefferson County Commission, the Sheriff of Jefferson County, and each member of the Committee, which will include the following:

- a. Beginning Plan balance.
- b. Contributions made to the Plan.
- c. Total benefits granted from the Plan during the reporting period.
- d. Ending Plan balance.
- e. Number of Plan members.

2. The Plan's balance will equal the number of vacation hours donated minus the number of vacation hours used.

3. In the quarterly report the Human Resources Department will provide notice when the Plan's balance is below a 30% margin as computed by using the following formula: $8 \times \text{total number of members} \times 30\%$. In the event the Plan's balance falls below 30%, all Plan members must contribute an equally apportioned amount of accrued vacation leave, in quarter hour increments, in order to maintain the minimum 30% balance and to maintain their membership in the Plan. Failure to contribute vacation leave as required by the Committee's assessment plan will result in the member's involuntary termination from the Plan and the forfeiture of all benefits and rights with respect to vacation leave previously contributed.

4. During January of each year the Jefferson County Human Resources Department will determine the number of excess vacation hours of all County employees which would otherwise be forfeited pursuant to Jefferson County Personnel Board Rule 13.9(b). Instead of being forfeited, those hours shall be transferred to the Plan balance in lump sum fashion each January. Such transfer shall be deemed as a contribution to the Plan by the county and not an employee.

VIII. VACATION LEAVE BANK SUSPENSION

Upon determination by the Committee that the Plan is reasonably fully funded the Committee may temporarily reduce or suspend the annual contributions to the Plan.

IX. PLAN TERMINATION

The Plan may be terminated by:

- (1) A majority decision of the Committee with a quorum present and voting.
- (2) A repeal of this Administrative Order by the Jefferson County Commission.
- (3) In the event of Plan termination, the Plan's ending balance will be refunded to current members in an equally apportioned distribution.

X. MISCELLANEOUS PROVISIONS

Nothing herein shall prevent a County employee from donating more than eight hours vacation to the Plan. As example, County employees who are retiring or entering retirement service credit authorized by Administrative Order 928 may donate their accrued vacation balance to the Plan.

ORDERED at the Jefferson County Courthouse, this 11th day of September, 2007.

BETTYE FINE COLLINS, President Jefferson County Commission

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

Sep-11-2007-1153

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to amend Administrative Order 02-5 as follows:

ADMINISTRATIVE ORDER
OF THE
JEFFERSON COUNTY COMMISSION
NO. 02-5
Amended September 4, 2007

PURSUANT to the authority vested in the Jefferson County Commission by law, the following Administrative Order is hereby issued:

PURPOSE

To establish a uniform policy and procedure governing County employees who are absent without leave (AWOL).

I. POLICY

It shall be the policy of the Jefferson County Commission that employees who are absent from work without eligibility for any form of paid leave or without approved leave without pay (approved pursuant to Jefferson County Administrative Order 0702) shall be marked for payroll purposes as absent without leave (AWOL). It shall also be the policy of the Jefferson County Commission that employees so marked as AWOL receive formal discipline which may include termination of employment for a first offense.

II. PROCEDURE

Employees who are absent from work and who are not eligible for paid leave or unpaid leave pursuant to Administrative Order 0702, shall be marked AWOL. Department Heads shall immediately initiate formal disciplinary action against any employee who is marked AWOL. That disciplinary action will be initiated in consultation with the Jefferson County Attorney as required by Administrative Order 022.

III. RETROACTIVE LEAVE ADJUSTMENT PROHIBITED

Except as provided for in Administrative Order 0702, the Payroll Manager shall not retroactively change a County employee's AWOL designation to another pay code without County Attorney review and approval.

IV. OTHER LEAVE AND ATTENDANCE POLICIES ABOLISHED

It is the intent of the Jefferson County Commission that this Administrative Order establish a single, unified, Countywide policy regarding employee absence without leave. Accordingly, all department, division or section policies regarding employee absence without leave, whether formal or informal, are hereby abolished and superseded by this Administrative Order.

V. EFFECTIVE DATE

This Administrative Order shall become effective at 12:01 a.m., on September 5th, 2007.

DONE and ORDERED at the Jefferson County Courthouse this 11th day of September, 2007.

BETTYE FINE COLLINS, President Jefferson County Commission

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

Sep-11-2007-1154

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Change Request/Approval Form between Jefferson County, Alabama and BearingPoint to extend functional and technical support for the SAP system in the amount of \$967,200.

Project Monticello
Jefferson County ERP Project
Change Request/Approval Form

<u>CG ID*</u>	<u>Change Title</u>	<u>Date Raised</u>	<u>Raised By</u>	<u>Contract Tel #</u>	<u>Priority (H/M/L)</u>
BE002 Mod 1	Extended Functional &	August 29, 2007	SAP Implementation	919.522.4766	H

Technical Support

Team

Jefferson County has requested that BearingPoint submit this change order to provide extended functional and technical support.

Recommendation:

BearingPoint will provide extended functional and technical support. We will conduct this extended support on a time and materials basis. BearingPoint will work at the direction of the Jefferson County Core Project Team.

We will bill the County for actual hours worked on biweekly basis, by submitting itemized invoices which reflects the hours (or portions thereof) worked by each employee and date worked. BearingPoint will work 40-hour week; extra hours will be worked only when approved by the County's SAP Project Team.

There are two personnel lists provided: (on file in the Minute Clerk's office)

Attachment 1 - Personnel and Hourly Rates defines these resources and associated rates. These rates are inclusive of all travel and expenses. BearingPoint reserves the right to replace named resources and offer suitable replacements if business needs dictate. Jefferson County will be provided with the credentials of the suitable candidates before a replacement is made.

Attachment 2 - Unnamed, Position Specific Rate Structure. These resources will be available to Jefferson County either as a full time position to run throughout the period of performance or on an as needed basis; remote and/or onsite.

If at any time the County feels this support or any portion of the support is no longer required it may be reduced at your convenience. BearingPoint requests that they be given at least 10 business days notice if the support is going to be reduced and 30 business days notice if the support is to be terminated.

Note: BearingPoint will enter into this extended support change order with an understanding that upon satisfactory completion of the PUNCH LIST (attached - see SAP Implementation Team) the deliverables are complete and accepted by Jefferson County, that payment for these deliverables and the full 10% hold back will be paid by Jefferson County in accordance with the contract payment terms and conditions of RFP 233-05.

Impact of Making the Change

Bearing Point will provide extended functional and technical support

Betty Fine Collins, President

Jefferson County Commission

Project Manger

Jefferson County

Project Manager

BearingPoint

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

Sep-11-2007-1155

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the Master Contract for Electric Services between Jefferson County, Alabama and Alabama Power Company for the County facility located at 2124 7th Avenue North which changes the rate from LPLE (electric heat rate) to LPL (light and power services-large).

PREMISES EXHIBIT DATED _____

TO

MASTER CONTRACT FOR ELECTRIC SERVICE DATED June 20, 1997

Alabama Power Company ("Company") and Jefferson County Commission ("Customer") agree that the Master Contract ("Contract") for electric service shall apply to each of the premises identified below.

1. Service to Premises.

The characteristics of the service to be furnished at this premises under this Contract are as follows:

- a. Premises location: 2124 7th Avenue North, Birmingham AL 35203
- b. Frequency: Approximately sixty (60 hertz)
- c. Voltage and Phase: 13,200 Volt, 3 Phase
- d. Delivery Point: The point of connection between Company's 13 200 volt conductors and Customer's 13,200 volt

conductors located in Company's primary switchgear at Customer's building

- e. Rate Schedule(s):LPL
- f. Service level: () transmission (X) primary () secondary
- g. Rate Rider(s): CTD
- h. Commencement of electric service not later than: Already exists
- i. Contract Capacity: 1200 KVA
- j. Minimum billing demand: See Rate Schedule

2. Term. This Premises Exhibit shall be effective for the above premises on the date of commencement of electric service under the terms identified in (a) through Q) above. The term of the Contract for this premises shall be five (5) year(s) from the date of commencement of electric service under the terms identified in (a) through (j) above. The Contract shall continue in effect thereafter until terminated by either party providing written notice to the other in accordance with the rules, regulations and applicable rate schedules.

3. Additional Provisions. Additional terms and conditions relating to the provision of service to the premises identified herein may be attached hereto. Such attached terms and conditions shall be controlling over any conflicting terms set forth herein or in the Contract. The following such terms and conditions are attached hereto and incorporated herein by reference:

4. Prior Agreements. This Premises Exhibit, upon becoming effective, shall cancel and supersede any previously existing Premises Exhibit or other agreement covering service to this premises.

Company and Customer have each caused this Premises Exhibit to be executed by its duly authorized representative as of the date stated above.

JEFFERSON COUNTY COMMISSION

ALABAMA POWER COMPANY

Betty Fine Collins, President

_____, Account Manager

_____, Segment Manager

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

Sep-11-2007-1156

WHEREAS, there is a growing need to increase investment in elderly and disabled transportation to meet the mobility needs of Jefferson County; and

WHEREAS, for over 20 years, local matching funds for elderly and disabled transportation have been provided by the Jefferson County Commission; and

WHEREAS, ClasTran is a nonprofit organization dedicated to providing transportation mobility solutions to meet the needs of the elderly and disabled citizens living in Jefferson County; and

WHEREAS; ClasTran is in need of adequate federal funding flexed through the Metropolitan Planning Organization to restore operations to FY 06 service levels, maintain quality, and meet the growing demand for services; and

WHEREAS, without additional federal funding, the continued operation of the transit service will be severely threatened during the 2008-2011 fiscal year budget cycles.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION; that this commission supports the necessary programming of funds for ClasTran in the Transportation Improvement Program for 2008 through 2011 so that they can leverage additional resources for the County to provide seamless and critical transportation services for the elderly and disabled citizens of Jefferson County.

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

Sep-11-2007-1157

WHEREAS, the Office of Senior Citizens Services is requesting from the Jefferson County Commission a transfer from the general fund to serve as local match for the following Title III & VII Older American Act grants in the amount of \$400,801.00. Included in this amount is \$97,799.00 local contributions that have been received to date from the 33 nutrition centers. This is match for \$2,273,523.00 that we have received in federal funds.

Grant 1 * 17 Title III B Supportive Services	\$ 142,000.00
Grant 1 * 18 Title III B Administration Services	31,920.00
Grant 1 *20 Title III E Administration	8,644.00
Grant 1 *21 Title III C1 Congregate	62,500.00
Grant 1 *22 Title III C2 Home Delivery	15,000.00
Grant 1 *23 Title VII Preventive Health	27,826.00
Grant 1 *24 Title III E Alabama Cares	102,222.00
Grant 1 *25 Title III Elder Abuse	4,000.00
Grant 1 *26 Ombudsman	6,689.00

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to allow this transfer to take place to continue to operate for FY 2006-2007.

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

Sep-11-2007-1158

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and City of Homewood Parks and Recreation Board to provide funding for the Senior Citizen Center for older residents residing in Homewood and the surrounding areas in the amount of \$9,452 - federal funds.

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

Sep-11-2007-1159

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and The Housing Authority of the City of Bessemer to provide funding for the Senior Citizen Center for older residents residing in Bessemer and the surrounding areas in the amount of \$10,375 - federal funds.

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

Sep-11-2007-1160

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and City of Trussville Parks and Recreation to provide funding for the Senior Citizen Center for older residents residing in the Trussville area in the amount of \$12,212 - federal funds.

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

Sep-11-2007-1161

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

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

Sep-11-2007-1162

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and Jefferson County Assisted Housing Corporation to provide funding for the Senior Citizen Center for older residents residing in Ketona area and the surrounding areas in the amount of \$11,837.50 - federal funds.

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

Sep-11-2007-1163

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and Titusville Development Corporation to provide funding for the Senior Citizen Center for older residents residing in Titusville area of Birmingham and the surrounding areas in the amount of \$12,212.50 - federal funds.

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

Sep-11-2007-1164

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Norma Huguley to serve on the Mt. Olive Fire & Rescue District Board of Trustees beginning July, 2007 and ending June 30, 2008, be and hereby is approved.

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

Sep-11-2007-1165

Whereas, the Jefferson County Emergency Management Agency and numerous corporate Sponsors have hosted Community Awareness Day annually since October 2000; and

Whereas, Mr. Jerry O. Yarley has served on the Community Awareness Day Event Committee since the inception of the event; and

Whereas, through the dedicated volunteer efforts of Mr. Jerry O. Yarley, the school children and citizens of Jefferson County are better prepared for severe weather events and other hazards; and

Whereas, it is with the most profound sorrow and deep sense of loss that word was received of the lamentable death of Jerry O. Yarley on July 29, 2007; and

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in Birmingham, Alabama that even as we mourn his death, we give thanks for the blessing of Jerry O. Yarley's life and we dedicate the eighth annual Community Awareness Day to the memory of Mr. Jerry O. Yarley and do hereby proclaim, Thursday, October 4, 2007, Jerry O. Yarley Day in Jefferson County, Alabama.

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 11th day of September, 2007.

Bettye Fine Collins, President

Jim Carns, Commissioner

Bobby Humphries, Commissioner

Larry Langford, Commissioner

Shelia Smoot, Commissioner

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

Sep-11-2007-1166

WHEREAS Section 949 of Title 2 of Subdivision 27 of the Volume 14 Appendix to the Code of Alabama assigns the duty and function of preparing and adopting a comprehensive plan for Jefferson County to the Jefferson County Planning & Zoning Commission; and

WHEREAS the Jefferson County Planning & Zoning Commission had prepared and submitted to the Jefferson County Commission a Strategic Plan For Developing A Comprehensive Plan For Jefferson County, Alabama; and

WHEREAS the Jefferson County Commission found said Strategic Plan to be an appropriate and desirable manner in which to prepare and adopt a comprehensive plan for the unincorporated territory of Jefferson County, and for certain incorporated territories within said County, and duly adopted said Strategic Plan on February 6, 2007; and

WHEREAS in accordance with said Strategic Plan, the Jefferson County Planning & Zoning Commission has worked with the

Departments of Environmental Services, Roads & Transportation and Land Development to identify and compile all existing policies of said Departments as relates to the development of land in Jefferson County, Alabama; and

WHEREAS the above-identified Departments and the Jefferson County Commission have reviewed the compiled policies, and have found these policies to be an accurate representation of the County's current standard operating procedures regarding the development of sanitary sewers, streets and roads in Jefferson County, and also regarding the establishment and development of various land uses in the County; and

WHEREAS said Departments and County Commission have further determined it to be desirable and appropriate to make these policies readily available to the general public by incorporating them into Jefferson County's Comprehensive Plan, and by otherwise providing for their dissemination to persons, organizations and businesses to whom such information would be beneficial.

NOW, THEREFORE, the public welfare requiring it, the Jefferson County Commission does hereby endorse and adopt the attached General Policy Document, Part 1 (as amended through August 30, 2007), and authorize its inclusion as part of the Comprehensive Plan for Jefferson County, Alabama.

Jefferson County Comprehensive Plan

General Policy Document, Part 1

August 30, 2007

A. POLICIES REGARDING SANITARY SEWER

1. Sewer expansion should be in accordance with a Master Sewer Service Plan. This Plan should be a part of a Capital Budget Plan for future development, and should reflect not only topographic possibilities/limitations and engineering criteria, but also the County's future land use plan, economic development strategies, other infrastructure plans, and conservation goals. This Plan should be established by the Jefferson County Commission in the Comprehensive Plan
2. Sewer systems contemplated for future acceptance by the County shall be designed, constructed and inspected according to Environmental Services Department (ESD) standards. Sewer systems not meeting these standards at the time of installation shall be evaluated by a professional engineer registered in the State of Alabama and a report of the system's condition shall be provided to ESD. Deficiencies and/or substandard systems shall be remediated prior to acceptance by the County unless otherwise approved by the Commission.
3. No privately-constructed sanitary sewer system shall be accepted by the County without a vote of the Jefferson County Commission authorizing such acceptance.
4. The County will participate, at the discretion of the County Commission, in accordance with the County-adopted Sanitary Sewer Extension & Expansion Policy. The current plan provides for participation, upon completion of a determination of the benefit to the County after a cost/benefit analysis for a twenty-five year period, in the development of sewer for a municipality or private interest for up to 50% of the cost of construction. Public involvement will be required in all such projects.
5. Sanitary sewers should generally be designed to follow topography whenever possible (gravity-flow systems).
6. Flow from the estimated ultimate population of the tributary shall be considered in the design of sanitary sewers.
7. Sanitary sewers shall be designed to be free of infiltration and exfiltration.
8. Where not limited by topography, sanitary sewers may be designed to make use of existing and proposed public rights of way where practical and permitted. Sanitary sewers shall be designed to enable proper and cost effective maintenance.
9. Service Area Expansion projects designed to serve a previously unserved portion of a drainage basin may be 100% funded by the County at its discretion in accordance with the Sanitary Sewer Extension & Expansion Policy, but other governments or private interests may participate. These projects are contingent upon available funds from sewer impact fees and are subject to public involvement meetings and a Cost/Benefit analysis.
10. Sewer mains shall be designed to serve every lot or parcel adjacent to the sewer.
11. Developments proposing sewer systems and anticipating future growth in upper reaches of the watershed must develop a long range plan for the installation of sewer facilities needed to accommodate this growth, which must consider the entire watershed beyond the limits of the subdivision and, where applicable, include easements for future sanitary sewers.
12. Sewer design capacity shall be determined from probable future quantities of domestic, commercial, and industrial wastewater.
13. Connections of new sewers to existing sewers shall be plugged and remain plugged until final acceptance by the County.
14. Sanitary sewers constructed by the developer for dedication and acceptance into the County sewer system shall be designed, constructed and inspected according to ESD standards.
15. Sewer mains must be located in easements that are dedicated to the County by means of record map for singlefamily residential development and deeds for multifamily, commercial or industrial development. If a residential development falls outside the jurisdiction of a municipality currently requiring County approval, deeds will be required in lieu of a record map.
16. Sewers must provide right of way access for construction, inspection, maintenance and repair.
17. Sewers from residential or commercial developments must be designed to achieve gravity flow. Pump stations and force main sewers may be constructed by developers only when approved by the Director of ESD.

18. Sewers should be installed at a depth where they can receive contributing flows by gravity. Single dwelling sewage pumping systems required where gravity flow cannot be achieved shall be owned and maintained by the property owner.
18. Sewer facilities may be allowed in ALDOT right of way where no other option exists. In these situations, while the County must submit all permit applications, the developer accepts all responsibilities and duties imposed by ALDOT, as evidenced by separate agreement between the developer and the County. The developer shall be responsible for negotiating and providing rights of way at no cost to the County.
20. Sewer facilities may be located within or across an existing railroad right of way or an existing utility right of way where no other option exists, subject to approval by the County. The developer shall be responsible for negotiating and providing rights of way at no cost to the County.
21. Manholes shall be installed at the end of each sewer line; at all changes in grade, pipe size, alignment; and at all intersections of main sewers.
22. Sewers to be dedicated to the County shall be constructed within the center of the dedicated right of way. Easements running parallel with a road right of way or property line must extend to the right of way or property line.
23. All policies and standards contained herein shall not supersede existing or future ESD policies and standards.

B. POLICIES REGARDING STREETS AND ROADS

1. Where road construction is required no subdivision shall be approved unless the area shall have frontage on and access from a County Road built to subdivision standards, or will be brought up to subdivision standards as a part of the development.
2. Generally a developer shall be responsible for construction of new roads in subdivisions, and said roads shall be constructed to County standards, however, the County may participate in new road construction and improvements if there are benefits to areas other than the new development.
3. New private roads in subdivisions should be constructed to the County's standards for private roads.
4. When a new subdivision requires the widening or improvement of an existing road on or off of the property proposed for a subdivision, the developer shall be responsible for the design, construction, rightofway acquisition, and all other costs of such improvements. Such roads shall be improved and dedicated by the developer.
5. Where a road is to be widened, the developer must provide any necessary additional right-of-way to accommodate anticipated roadway widening and utilities.
6. Where a proposed development requires the construction of a bridge the bridge shall be constructed at the expense of the developer.
7. Streets should be platted along contours.
8. All new development should provide for projection of streets into surrounding areas and connect subdivisions to one another as well as providing access to undeveloped tracts.
9. New minor streets shall be located so that their use for through streets is possible, but not advantageous.
10. Streets shall be designed so excessive speed is discouraged.
11. Streets shall minimize conflict of movement between vehicular traffic and pedestrians.
12. Generally, subdivisions should not have lots fronting on arterial streets and residential subdivisions should not have lots fronting on arterial or collector streets.
13. Reserve strips shall not be permitted to deny access from adjacent property to the street.
14. All through roads shall be public roads.
15. No street shall end more than 750 feet beyond the nearest intersection or turnaround, except as may be approved in specific situations by the Director of Roads & Transportation.
16. Approval of new subdivision lots may be limited or withheld where the particular circumstances or conditions surrounding a specific development site warrant provision of an additional point of access.

C. LAND USE POLICIES

Infrastructure in General

1. The densest types of development in the County should be targeted for those areas that are served with all basic infrastructure, including municipal water, power, sanitary sewer, and an adequate road network.
2. Sanitary sewer service should be provided:
 - a. in any residential development with a density greater than that permitted in an R-1 Single Family zoning district, except under conditions provided for in the zoning ordinance;
 - b. for all largescale commercial development. Only limited, neighborhood-oriented commercial development (such as that characterized by the C-N zoning district) should be considered for permitting without live sanitary sewer (but subject, however, to Health Department approval); and,
 - c. for any extensive or intensive industrial development.
3. No new residential development with five lots or more will be approved without access to a public water system, nor should any

commercial or industrial development be considered unless there is public water service available to provide adequate fire protection.

4. All new subdivisions of more than two lots, and any other new development entailing private drives, easements or any other nonstandard, nonpublic access situation should be required to submit certification of coverage from the local fire district/department.

Residential Development

1. The Proposed Land Use Maps will indicate the appropriate levels of gross residential density that should be considered. However, depending upon the dedication of permanent open space within a given development, consideration will also be given to allowing smaller lot sizes where the clustering of units can help achieve other Plan goals and objectives (though not to increase the actual number of units allowable under the Plan).

2. Where infrastructure allows, urban densities should be encouraged in order to promote transit-oriented development and to lessen dependence on the automobile.

Institutional Uses

1. Small to medium-sized churches, schools, and fire stations can be considered in any area of the county. These uses should be considered on a case-by-case basis, with approval dependent upon the potential impacts on the surrounding area, and the adequacy and appropriateness of the site plan.

2. Larger institutions, such as very large churches, retirement homes, nursing homes, and hospitals, can be placed in areas designated for more dense development. Acceptability will depend upon the scope and scale of the institution; the impact on surrounding land uses; and, upon an evaluation of the site plan and support infrastructure.

Commercial Development

1. Commercial development should be appropriately sized and located relative to its scale and prospective service area (e.g., neighborhood-based businesses as distinguished from regional retail centers).

2. Commercial uses should be located appropriately with regard to roads that are appropriate to the scale, intensity and nature of the traffic that will be generated by the business/development in question.

3. Commercial uses should not be stretched out in a narrow strip along main thoroughfares, but should be developed in concentrated nodes appropriate to the scale of development; and they should be clustered or otherwise arranged so as to maximize the use of shared access points, and conversely minimizing the need for individual direct accesses onto main roads.

Industrial Development

1. High-impact industrial uses should only be sited where external effects such as noise, odor, traffic, etc., will have a minimal effect on residential or commercial land uses, and where there are minimal adverse visual impacts. Where access by large trucks or substantial truck traffic is involved, all developments should either have direct access to major arterial roads, or adequate private roads should be constructed to obtain such access. Truck traffic should not be routed through residential areas. Water quality impacts will also be considered for all developments of this type, and appropriate measures (such as stream buffers) shall be taken.

2. Moderate-impact industrial uses should generally be located on arterial roads, and should have adequate access for trucks and automobiles. All appropriate utilities must be available. These uses should be located to minimize impacts on both residential and commercial land uses in the surrounding area, and so as to minimize or eliminate truck traffic passing through residential areas. Appropriate buffers should be provided to protect areas of different character and/or unlike uses; and this type of use is generally not appropriate in areas that are otherwise predominantly residential.

3. All small scale industrial uses should have adequate access, and not access local or residential streets. And while these types of uses may locate in predominantly commercial areas if there is no outside storage (or such storage is appropriately screened), and the use is compatible with the adjacent uses, they should still be located so as to have no negative impact on nearby unlike uses.

4. Mining and extraction industries should have adequate road access with roads of a type that will support the weight of trucks associated with the use; should be buffered from other types of land uses; and should utilize all practical measures, including known conservation techniques or Best Management Practices (BMPs) to protect surface and groundwater resources.

5. Waste disposal and other odor-producing operations should have adequate road access and should not access local or residential streets; should be in isolation, with no unlike land uses nearby; should not be located where any odor reaches residential, institutional, or commercial land uses; should be placed where they will have no negative impact on ground or surface water resources; and, where such uses are located adjacent to any existing or planned development or uses that could be adversely affected by the presence of this type of operation, substantial screening should be provided.

6. Operations involving the open, outside storage of heavy equipment, wrecked or otherwise inoperable vehicles/machinery, or anything defined as "junk" and "salvage" in the zoning ordinance should have adequate road access and should not access local or residential streets; should be isolated from unlike or incompatible land uses; should be located so as to have no negative impact on ground or surface water resources; and should be completely screened from view from all public roads and adjacent (unlike) land uses, whether existing or planned.

Natural Features of the Land

1. Developers should be encouraged to work with the natural topography of the land in order to prevent surface water degradation,

hazards such as landslides, and other undesirable offsite impacts such as excessive erosion, sedimentation, and increased stormwater runoff.

2. Developers should be given incentives in the form of density for the conservation of hazardous or environmentally sensitive lands, such as steep slopes, floodplains, wetlands, designated greenways, and sensitive habitats.

3. All new subdivisions proposed to be located on property containing any Special Flood Hazard Area (i.e., designated floodplain) shall be developed so as to minimize flood damage, both within and outside of the subdivision in question, as follows:

a. Such subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems that are located and constructed so as to minimize flood damage;

b. Such subdivisions shall have drainage facilities engineered so as to reduce exposure to flood hazards.

c. Clustering of lots within a residential subdivision is encouraged in order to preserve the floodplain, and the resulting protected area may be credited toward any open space requirements of other ordinances or regulations. For all such subdivisions of six (6) or more lots, where any portion of a Special Flood Hazard Area has been set aside as permanent open space and dedicated to a public agency, land trust, homeowner association or other entity, lots within the area(s) remaining outside of the Special Flood Hazard Area may be clustered using a reduced alternative minimum lot area as provided for in the zoning regulations. However, the overall gross density of any such subdivision shall not exceed the gross density which would be permitted under the existing zoning without clustering and preservation of common open space; and all such subdivisions shall be subject to all other applicable zoning requirements, subdivision approval procedures, construction standards, etc.

d. All streets, drives, and parking areas constructed within such subdivisions shall be elevated to the maximum extent practicable, based on site conditions and proposed land use, with transitions in grade provided as necessary to tie into existing streets, drives, and parking areas, or for traffic safety and visibility purposes.

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

Sep-11-2007-1167

RE: Surface Transportation Board (STB) Docket No. AB-55 (Sub. No. 613X)
CSX Transportation, Inc. - Abandonment Exemption in Jefferson County, AL.

WHEREAS, on October 1, 2003, The Jefferson County Commission (County) filed a request with the STB for the issuance of a notice of interim trail use (NITU) for the subject line under the National Trails System Act, 16 U. S. C. 1274 (d) (Trails Act), in order to negotiate with CSXT for acquisition of the right-of-way for use as a trail; and

WHEREAS, in its decision of October 23, 2003 the STB agreed to issue the NITU and provided a 180 day period for the County and CSXT to negotiate an agreement: and

WHEREAS, over the past 4 year period the County has requested and received extensions from the STB to continue in its negotiations with CSXT with the next deadline set to expire on October 3, 2007.

NOW THEREFORE BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION does hereby relinquish its negotiation rights with CSXT granted by the STB;

BE IT FURTHER RESOLVED THAT THE JEFFERSON COUNTY COMMISSION supports a request of the City of Fultondale (City) to be issued such negotiation rights and upon issuance to the City authorizes the City to have access to and use of the appraisals and environmental assessment previously obtained by the County for the negotiations and to deal directly with those firms with respect to any required updates and/or re-certification.

Signed at the Jefferson County Courthouse this 11th day of September, 2007.

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

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 Salisbury Development Company, LLC for roadway improvements.

JEFFERSON COUNTY SUBDIVISION SURETY DEPOSIT AGREEMENT

Salisbury Development Company, LLC
Developer
Aspen Ridge 5th Sector
Project
1" Asphalt Seal Coat
Improvements
Two Years
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:

Salisbury Development Company, LLC
1541 Cooper Hill Road
Birmingham, AL 35210
951-2108 - Office 956-0433 - Fax

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

Salisbury Development Company, LLC

J. M. Grayson, Jr., Manager

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

Sep-11-2007-1169

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 Turkey Creek Properties, LLC for roadway improvements.

JEFFERSON COUNTY SUBDIVISION SURETY DEPOSIT AGREEMENT

Turkey Creek Properties, LLC
Developer
Savannah Cove Subdivision
Project
Savannah Cover Entrance Turn Lane
Improvements
October, 2007
Completion Date
\$145,000.00
Deposit

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

WITNESSETH:

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

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

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

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

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

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

Turkey Creek Properties, LLC
P. O. Box 531264
Birmingham, AL 35253

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

Turkey Creek Properties, LLC

J. Allen Jones, Member

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

Sep-11-2007-1170

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 Winchester, LLC for roadway improvements.

JEFFERSON COUNTY SUBDIVISION SURETY DEPOSIT AGREEMENT

Winchester, LLC
Developer
Winchester Hills Subdivision
Project
Sweeney Hollow Road Widening
Improvements
January, 2008
Completion Date
\$80,000.00
Deposit

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

WITNESSETH:

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

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

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

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

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

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

Winchester, LLC
820 Shades Creek Pkwy., Suite 2300
Birmingham, AL 35209
Attention: Ingram D. Tynes/Kevin Hilbun
205 877-3199 - Phone
205 877-3198 - Fax

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

Winchester, LLC
Ingram D. Tynes, President

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

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

Sep-11-2007-1171

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Pritchett Appraisal Company for the appraisal services on Tract 4 & 4-A, as required by ALDOT, for the Patton Chapel Road Project in the amount of \$6,000.

CONTRACT NO. ROW-04

APPRAISAL SERVICES CONTRACT

THIS AGREEMENT entered into this 2nd day of July, 2007, by and between Jefferson County, Alabama, hereinafter called "the County", and Pritchett Appraisal Company, hereinafter called "the Contractor". The effective date of this agreement shall be July 15, 2007.

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

WHEREAS, the Contractor desires to furnish said appraisal services to the County.

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** Contractor shall provide appraisal services to appraise the Hoover Four, Inc. Shopping Center (known as Patton Chapel Plaza) and the adjacent C-Store reportedly under the same ownership, 1676 & 1678 Montgomery Highway, 3411 & 3417 Old Columbiana Road and the N/A address at the C-Store on the Corner of Old Columbiana Road and Patton Chapel Road, Project No. STPBH7-020(600) - (Patton Chapel Road Project) - Tracts 4 and 4A (combined) Hoover, Jefferson County, Alabama. Contractor's appraisal shall meet the USPAP Standards of Professional Appraisal Practices. The Contractor must send a certified letter to the property owner notifying the property owner of the date and time of the appraisal field review, giving the property owner the opportunity to meet with the appraiser and also to submit any pertinent information that would or could affect the value of the property. A copy of this certified letter to be included in this appraisal report.

All the steps in the appraisal process must be clearly defined. All adjustments must be explained. The correlation of value must take into consideration all the major elements of the approaches being used, weigh them, and determine their relative reliability, pertinence, and correctness. The end product should be an estimate of market value that can be convincingly supported.

In the case of a partial taking, the just compensation shall be the difference between the fair market value of the property before the acquisition and the fair market value of the property after the acquisition has taken place. This difference between the "before" and "after" appraisals represents the compensation due the owner by reason of the taking and reflects any damages or benefits to the remainder land. A breakdown of this should be included in the appraisal report; i.e., Value of Right of Way, Value of any Permanent Roadway, Drainage, Utility, or Sewer Easement; Value of any Temporary Construction Easement, Damages to the Remainder, Benefits to the Remainder and Just Compensation.

All appraisals will be subject to Jefferson County's in house review, and all projects using State or Federal funding will also be subjected to State or Federal review.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional appraisal services to ROW at any time after the effective date of this Contract. The Contractor will have 60 days after notice of an authorization date, given to the Contractor by ROW to begin work, to submit a completed appraisal. In the event of unusual circumstances that may cause a delay in this time frame, a request must be made, preferably in writing, requesting an extension of time. This appraisal will then be reviewed by a staff review appraiser. The Contractor will be expected to answer, or explain, any review questions, and correct any errors or omissions within 14 days of receipt of a review letter. A corrected copy of these corrections must be submitted to the County. Contractor to supply 5 copies of the appraisal report.
4. **COMPENSATION:** The Contractor shall be compensated for services rendered at a cost of \$6,000.00. The Contractor shall be compensated as follows: 60% (sixty percent) of the winning bid shall be paid within 30 days of receipt of the approved appraisal, and invoice. The remaining 40% (forty percent) shall be paid upon completion of the answers to any review questions and submitting to the county a corrected copy of any changes made. Those items that may be subject to the Contractor's professional opinion shall not be considered errors.

5. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.
6. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
7. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department will information required for Form 1099 reporting and other pertinent data required by law.
8. TERMINATION OF CONTRACT: This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.
9. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description. resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
10. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
11. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date.
12. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
13. REFUND IN THE EVENT OF BREACH Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractor shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

CONTRACTOR	JEFFERSON COUNTY, ALABAMA
Charles H. Pritchett, Jr., MAI	Bettye Fine Collins, President
Pritchett Appraisal Company	Jefferson County Commission

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

Sep-11-2007-1172

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and City of Fairfield to provide a one-time mosquito spraying event.

AGREEMENT

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

WITNESSETH:

WHEREAS, the County Commission recognizes that municipalities constitute resources of the County that provide beneficial services, social and healthful activity and improve and enhance the quality of life for a substantial segment of citizens in Jefferson County; and

WHEREAS, Municipality has requested assistance from County with respect to the following described Scope Of Services; and

WHEREAS, the County Commission has determined that it is in the public interest to provide the requested assistance.

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

1. County shall perform the following Scope Of Services: Provide upon request by the municipality, a onetime mosquito adulticide spraying/fogging event during the upcoming month of August (if possible) at a time chosen by the County and agreed upon by the Municipality. The extent of this event will be limited to a maximum budget expenditure of \$505.00, at a rate of \$106.33 per crew/equipment hour (paid for by the County ~~Environmental Protection Department~~ Commissioner Larry Langford's district funds). This event will involve the spraying/fogging of a liquid chemical mosquito adulticide (BioMist 4+4 ULV). A MSDS sheet for this product is available at the following website <http://www.clarkemosquito.com/PDFs/2MSDS47186416.pdf> . If any additional events are considered, it may require additional charges to the rate (\$/hr) and a separate County/Municipal contract to proceed.
2. Municipality shall perform the following Scope Of Services: The Municipality will provide a street map showing the priority streets that they wish to have sprayed/fogged, to the extent of the time available based on the County budget for this event. The map must be made available to the responsible County personnel three (3) working days prior to the event. The Municipality will provide adequate notice to the affected residents prior to the mobilization of equipment & crews by the County.
3. Municipality and the Municipality representative signed below, certify by the execution of this Agreement that no part of the work performed by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever will be used by or used in any way whatsoever for the personal benefit of any official or member or employee of any Municipality whatsoever or family member of any of them, and any agency or subsidiary of Municipality; and further certify that neither the Municipality nor any of its officials, members or 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 employee, in any manner whatsoever, to secure or obtain this Agreement, and further certify that, except as expressly set out in the Scope Of 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.
4. To the extent allowed by law Municipality shall indemnify and save harmless the County, its officials and employees from all suits, actions or any claims of any character and judgments in any way arising out of County's performance of this Agreement whether alleged in tort or in contract, including any injuries or damages received or sustained by any persons or property due to the performance of the Agreement including any neglect in safeguarding in the work or through use of unacceptable materials in the constructing of the work. This provision shall survive termination of this Agreement.
5. Either party shall have the right to abandon this AGREEMENT at any time, and such action shall in no event be deemed a breach of contract.

IN WITNESS WHEREOF, the parties have 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 Fairfield

Michael L. Johnson, Mayor

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and City of Brighton to provide a one-time mosquito spraying event.

AGREEMENT

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

WITNESSETH:

WHEREAS, the County Commission recognizes that municipalities constitute resources of the County that provide beneficial services, social and healthful activity and improve and enhance the quality of life for a substantial segment of citizens in Jefferson County; and

WHEREAS, Municipality has requested assistance from County with respect to the following described Scope Of Services; and

WHEREAS, the County Commission has determined that it is in the public interest to provide the requested assistance.

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

1. County shall perform the following Scope Of Services: Provide upon request by the municipality, a onetime mosquito adulticide spraying/fogging event during the upcoming month of August (if possible) at a time chosen by the County and agreed upon by the Municipality. The extent of this event will be limited to a maximum budget expenditure of \$505.00, at a rate of \$106.33 per crew/equipment hour (paid for by the County ~~Environmental Protection Department~~ Commissioner Larry Langford's district funds). This event will involve the spraying/fogging of a liquid chemical mosquito adulticide (BioMist 4+4 ULV). A MSDS sheet for this product is available at the following website <http://www.clarkemosquito.com/PDFs/2MSDS47186416.pdf> . If any additional events are considered, it may require additional charges to the rate (\$/hr) and a separate County/Municipal contract to proceed.
2. Municipality shall perform the following Scope Of Services: The Municipality will provide a street map showing the priority streets that they wish to have sprayed/fogged, to the extent of the time available based on the County budget for this event. The map must be made available to the responsible County personnel three (3) working days prior to the event. The Municipality will provide adequate notice to the affected residents prior to the mobilization of equipment & crews by the County.
3. Municipality and the Municipality representative signed below, certify by the execution of this Agreement that no part of the work performed by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever will be used by or used in any way whatsoever for the personal benefit of any official or member or employee of any Municipality whatsoever or family member of any of them, and any agency or subsidiary of Municipality; and further certify that neither the Municipality nor any of its officials, members or 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 employee, in any manner whatsoever, to secure or obtain this Agreement, and further certify that, except as expressly set out in the Scope Of 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.
4. To the extent allowed by law Municipality shall indemnify and save harmless the County, its officials and employees from all suits, actions or any claims of any character and judgments in any way arising out of County's performance of this Agreement whether alleged in tort or in contract, including any injuries or damages received or sustained by any persons or property due to the performance of the Agreement including any neglect in safeguarding in the work or through use of unacceptable materials in the constructing of the work. This provision shall survive termination of this Agreement.
5. Either party shall have the right to abandon this AGREEMENT at any time, and such action shall in no event be deemed a breach of contract.

IN WITNESS WHEREOF, the parties have 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 Cooper, Mayor

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

COOPER GREEN MERCY HOSPITAL GOVERNING BODY

Sep-11-2007-1174

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

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

Sep-11-2007-1175

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the lawsuit styled Steven A. Knox v. Jefferson County, Alabama, et al., Case No. 06-4306, in the amount of Nineteen Thousand Eight Hundred Seventy One and 00/100 (\$19,871.00) Dollars. The Finance Director is hereby directed to issue a check payable to "Steven A. Knox and Nick Callahan, Attorney" in the amount of \$19,871.00

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

Sep-11-2007-1176

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is authorized to settle the Workmen's Compensation case styled Jimmy Oliver v. Jefferson County, Jefferson County Circuit Court Case No. CV-07-900717 in the amount of \$55,220.00 and Finance Director is directed to issue a check payable to his Workmen's Compensation attorney, Matthew Meloun and Jimmy Oliver in the amount of \$55,200. Additionally, the County Attorney is hereby authorized to settle the lawsuit styled Jimmy Oliver v. Jefferson County, et al., Case No. CV-07-836-JHH (employment discrimination lawsuit) in the amount of \$6,032.00, and the Finance Director is directed to issue a check payable to Mr. Oliver's employment lawyer, Richard Ebbinghouse and Jimmy Oliver in the amount of \$6,032.00.

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

Sep-11-2007-1177

WHEREAS, United States Pipe and Foundry Company, LLC, proposes to construct a Mini-Mill and modernize existing facilities and other improvements at its location in Bessemer and within Jefferson County and has requested economic and industrial development assistance from the Jefferson County Commission.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION in accordance with Section 94-01, Constitution of Alabama, a public hearing before the Commission is hereby set for September 18, 2007, during the Regular Meeting of the Jefferson County Commission at 10:00 a.m. in the Jefferson County Courthouse Commission Chambers, Room 270, 716 Richard Arrington Jr. Blvd. North, Birmingham, AL. Notice of the public hearing shall be published in the Birmingham News at least seven

days before the public hearing.

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

Sep-11-2007-1178

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

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

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

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

Motion was made by Commissioner Collins seconded by Commissioner Humphryes to rescind the previous motion. Voting "Aye" Collins, Humphryes, Carns, Langford and Smoot.

Motion was made by Commissioner Langford seconded by Commissioner Humphryes for unanimous consent to consider the above resolution. Voting "Aye" Langford, Humphryes, Carns and Collins. Voting "Nay" Smoot.

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:

Sep-11-2007-1179

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-2007-026 Nahla Sukar, owner; Yousef Khalaf, agent. Change of zoning on Parcel ID# 29-15-3-1-2 in Section 15 Twp 18 Range 3 West from C-1 (Commercial) to I-2(A) (Industrial) for compliance for outside storage of wrecked cars. (Case Only: 156 West Valley Avenue, Birmingham, AL 35209) (HOMEWOOD) (0.6 Acres M/L)

The Planning and Zoning Commission recommended rezoning of only the rear portion of the subject property (as delineated on the revised site plan submitted by the applicant), with a covenant requiring a minimum 8-foot high solid wood privacy fence to be erected across the entire eastern side of the resulting I-2(A) zoning district boundary line.

Motion was made by Commissioner Carns seconded by Commissioner Humphries that Z-07-026 be denied. Voting "Aye" Carns, Humphries, Collins and Smoot.

Commissioner Carns left Commission Chambers.

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

RESTRICTIVE COVENANTS: 1. All residences constructed on this property shall access Allbritton Road by a single common driveway, the location of which shall be approved by the Department of Roads & Transportation; and, 2. Allbritton Road shall be improved to the minimum standards established by the Department of Roads & Transportation. 3. Only one residence to be constructed at this time, with separate approval by the Jefferson County Commission required prior to construction of any additional residences.

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that Z-07-021 be approved subject to filing of covenants. Voting "Aye" Humphries, Smoot and Collins.

Z-2007-040 Lindsey Properties, LLC, owner; Harold Hall, agent. Change of zoning on Parcel ID#s 42-9-4-0-part of 3 and 42-10-3-0-part of 2 in Sections 9 and 10 Twp 20 Range 4 West from R-1 (Single Family) to E-MF (Estate Mini-Farm) for single family residential subdivision. (Case Only: 3460 Lindsey Loop Road, Bessemer, AL 35022) (BESSEMER) (71 Acres M/L)

RESTRICTIVE COVENANT: The development of this property shall maintain the conservation easement as shown on the site plan submitted for the August 9, 2007 meeting of the Jefferson County Planning & Zoning Commission.

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that Z-07-040 be approved subject to filing of covenants. Voting "Aye" Humphries, Smoot and Collins.

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

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

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that Z-07-090 be approved subject to filing of covenants. Voting "Aye" Humphries, Smoot and Collins.

Z-2007-092 River of Life Church, owner; Daniel Berry, agent. Change of zoning Parcel ID# 14-14-3-0-10.1 in Section 14 Twp 16 Range 3 West from A-1 (Agriculture) to INSTITUTIONAL-1 for a church. (Case Only: 711 Odum Road, Gardendale, AL 35071) (GARDENDALE) (1.6 Acres M/L)

Rezoning to be contingent on the applicant's submission of a preliminary drainage study, and approval of said study by the Department of Roads & Transportation.

RESTRICTIVE COVENANT: Reversionary clause. 2. All exterior lighting to be directional (e.g., downward) and turned off at 10:00 p.m.

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that Z-07-092 be carried over to a date set upon the applicant's submission of the new site plan. Voting "Aye" Humphries, Smoot and Collins.

Z-2007-093 Larry Woods, owner; John Cain, agent. Change of zoning Parcel ID# 2-28-0-0-part of 2 in Section 28 Twp 14 Range 2 West from A-1 (Agriculture) to R-1 (Single Family) for a single family subdivision. (Case Only: 1750 Parc Lane Circle, Warrior, AL 35180) (TRAFFORD) (37 Acres M/L)

RESTRICTIVE COVENANT: 1. development shall maintain an E-2 density with the average lot size of 20,000 square feet;

2. residences shall be a minimum of 1300 square foot heated/cooled space for one level; 3. development shall be subject to approval by the Department of Roads & Transportation; 4. any and all covenants herein shall be adhered to be the individual builders within the entire development; and, 5. reversionary clause; 6. the developer shall provide a right turn lane on Bone Dry Road in accordance with the specifications of the Department of Roads & Transportation.

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that Z-07-093 be approved subject to filing of covenants. Voting "Aye" Humphries, Smoot and Collins.

Z-2007-042 Jerry W. Cummings, owner. Change of zoning on Parcel ID#s 42-5-2-3-6 & 7 in Section 5 Twp 20 Range 4 West from C-1 (Commercial) and A-1 (Agriculture) to I-1 (Light Industrial) for compliance for a contractor's yard and RV & boat storage. (Case Only: 6000 Pocahontas Road, Bessemer, AL 35022) (LOVELESS PARK) (1 Acre M/L)

RESTRICTIVE COVENANT: 1. requirements for substantial screening around all outside storage areas. 2. Reversionary clause.

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that Z-07-042 be carried over to a date set following P & Z's hearing on the amended application. Voting "Aye" Humphries, Smoot and Collins.

Z-2007-073 United States Steel Corp , owner; Jefferson County Commission; Frank Humber, agent. Change of zoning on Parcel ID# 21-1-3-2-029.0 & 21-13-3-23.0 in Section 13 Twp 17 Range 4W from I-3 (Industrial) to C-U (Current Use). (Case Only: 1600 Pratt Hwy & 803 Ray Dr Birmingham, Al 35214) (FORESTDALE) (150 Acres M/L)

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that Z-07-073 be approved. Voting "Aye" Humphries, Smoot and Collins.

Z-2007-082 United States Steel Corp , owner; Jefferson County Commission, Frank Humber, agent. Change of zoning on Parcel ID# 38-28-3-1-2.0, 38-29-4-3-1-4.0 & 38-32-1-1- 1.0 in Section 28 Twp 19 Range 4W from I-3 (Industrial) to C-U (Current Use). (Case Only: 1280 Grimes Cir; 1340 Sparks Gap Rd; 5750 Rockdale Rd Bessemer, Al 35020) (SPARKS GAP) (185 Acres M/L)

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that Z-07-082 be approved. Voting "Aye" Humphries, Smoot and Collins.

Z-2007-084 United States Steel Corp , owner; Jefferson County Commission, Frank Humber, agent. Change of zoning on Parcel ID# 39-0-5-4-0-1.1 in Section 5 Twp 19 Range 3W from I-3 (Industrial) to C-U (Current Use). (Case Only: 2177 Shannon Oxmoor Rd Bessemer, Al 35022) (SHANNON) (3.5 Acres M/L)

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that Z-07-084 be approved. Voting "Aye" Humphries, Smoot and Collins.

Z-2007-089 United States Steel Corp, owner; Jefferson County Commission, Frank Humber, agent. Change of zoning on Parcel ID# 39-1-8-2-1-1.7 in Section 18 Twp 19 Range 3W from I-3 (Industrial) to C-U (Current Use). (Case Only: 1583 Shannon Rd Bessemer, Al 35022) (SHANNON) (1.0 Acres M/L)

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that Z-07-089 be approved. Voting "Aye" Humphries, Smoot and Collins.

Z-2007-043 Cheryl W Limbaugh, owner; Jefferson County Commission, Frank Humber, agent. Change of zoning on Parcel ID# 01-30-3-0-5.0 in Section 30 Twp 14 Range 1 W from I-3(S) (Industrial) to C-U (Current Use). (Case Only: 4047 Bethel Rd Pinson, Al 35126) (MASSEYLINE) (7 Acres M/L)

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that Z-07-043 be approved. Voting "Aye" Humphries, Smoot and Collins.

Z-2007-044 Ron & Deborah Gilley, owner; Jefferson County Commission, Frank Humber, agent. Change of zoning on Parcel ID# 01-30-3-0-5.2 in Section 30 Twp 14 Range 1 W from I-3(S) (Industrial) to C-U (Current Use). (Case Only: 4057 Bethel Rd Pinson, Al 35126) (MASSEYLINE) (8.5 Acres M/L)

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that Z-07-044 be approved. Voting "Aye"

Humphyres, Smoot and Collins.

Thereupon the Commission Meeting was adjourned to meet Tuesday, September 18, 2007, at 10:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk