

STATE OF ALABAMA)

JEFFERSON COUNTY) May 15, 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 Humphryes seconded by Commissioner Carns that the Minutes of May 8, 2007, be approved. Voting "Aye" Humphryes, Carns, Collins, Langford and Smoot.

May-15-2007-617

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Special Meeting of the Jefferson County Commission held on May 10, 2007 at 10:00 a.m. in the Jefferson County Courthouse in Birmingham is hereby acknowledged and confirmed and the following resolutions and actions taken and approved by the County Commission therein are hereby acknowledged, confirmed, ratified and approved.

On Motion by Commissioner Humphryes and seconded by Commissioner Langford, voting "Aye" Humphryes, Langford, Carns, Collins and Smoot.

May-10-2007-616-SP-MTG

THE JEFFERSON COUNTY COMMISSION RESOLVES to authorize the President to execute the 8038-T with the Internal Revenue Service for the 1997-A and D Sewer Revenue Warrants and further the Commission authorizes an arbitrage rebate payment of \$563,566.05 for the 1997-A Sewer Revenue Refunding Warrants and an arbitrage rebate payment of \$595,094.75 for the 1997-D Sewer Revenue Warrants.

The Commission recognizes that the amounts of the rebate payments have been calculated by Arbitrage Rebate Compliance Specialists, Inc. and the County is required by federal tax law and Indenture covenants to make such payments.

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

Unusual Demand

United States Treasury	Rebate 1997-A Sewer Warrants	Finance Department	\$563,566.05
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Motion was made by Commissioner Langford seconded by Commissioner Humphryes that the above Unusual Demand be approved. Voting "Aye" Langford, Humphryes, Collins and Smoot.

Bids were received and publicly opened and read from the following contractors on the Alabama Veterans' Memorial Transportation Project: Veteran's Landscaping and Blackjack Horticulture, Inc.

Bids were referred to Roads and Transportation for tabulation, report and recommendation.

STAFF DEVELOPMENT

Multiple Staff Development

Probate Court/2 Participants			
Cynthia Vines Butler		Orange Beach, Alabama	\$1,104.22
Sarah J. Rhodes		Alabama Assn. of Probate Judges Conference June 24-26, 2007	\$1,243.56
Revenue/3 Participants			
Wanda Poore		Tuscaloosa, Alabama	\$125.00
Willie Stroud		Certified Governmental Accounting Technician Program	\$125.00
Sonya Stephens		June 6, 2007	\$125.00
Roads & Transportation/2 Participants			
Greg Thompson		Point Clear, Alabama	\$1,268.20
Paul McCaleb		Alabama Public Works Assn. - Alabama Annual Conference May 28 - June 1, 2007	\$945.41
Roads & Transportation/4 Participants			
Mark Carroll		Brunswick, Georgia	\$1,636.46
Ken Boozer		International Municipal Signal Assn. Meeting	\$1,111.46
Ron Cole		June 10-14, 2007	\$1,075.96
Richard Krofchick			\$711.46

Individual Staff Development

Charles Bell	Revenue	Las Vegas, Nevada	\$1,666.24
		Audit North American Kiosk Management and Passion Parties, Inc. June 25-29, 2007	
Eddie Woodis	Revenue	Knoxville, Tennessee	\$870.90
		Audit SSC Services Solutions and Roden Electrical Supply, Inc. June 17-22, 2007	
Linda K. Hadder	Sheriff's Dept.	Lawrenceburg, Tennessee	\$585.76
		Cracking the Cold Case - Police and the Media June 2-7, 2007	

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

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

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

1. COOPER GREEN HOSPITAL (SURGERY) FROM BIOMET, INC., WARSAW, IN, FOR HARDWARE FOR TOTAL KNEE REPLACEMENT. REFERENCE TAG# 805344 \$6,245.00 TOTAL
2. PERSONNEL BOARD OF JEFFERSON COUNTY FROM LLOYD, GRAY & WHITE, PC, BIRMINGHAM, AL, TO CHANGE ORDER TO ADD FUNDS TO P.O. 260210 FOR CONTRACTOR TO RENDER LEGAL SERVICES TO THE PERSONNEL BOARD AS NEEDED. REFERENCE TAG# 768393 \$60,000.00 TOTAL "FOR INFORMATION ONLY"
3. PERSONNEL BOARD OF JEFFERSON COUNTY FROM BALCH & BINGHAM, BIRMINGHAM, AL, TO CHANGE ORDER TO ADD FUNDS TO P.O. 260205 FOR CONTRACTOR TO RENDER LEGAL SERVICES TO THE PERSONNEL BOARD AS NEEDED. REFERENCE TAG# 768341 \$20,000.00 TOTAL "FOR INFORMATION ONLY"
4. COOPER GREEN HOSPITAL FROM CITICORP VENDOR FINANCING, HARRISON, NY, FOR LEASING AGREEMENT FOR LESSOR TO PROVIDE A NEW NORTEL CC 1000M PBX TELEPHONE SYSTEM FOR COOPER GREEN MERCY HOSPITAL WITH A LEASE PERIOD OF 60 MONTHS. REFERENCE TAG# 815493 \$56,576.52 (6 MONTHS @ \$9,429.42 PER MONTH) REFERENCE BID# 384-06
LEASE AGREEMENT APPROVED BY THE COMMISSION ON 3/27/07 AND RECORDED IN MINUTE BOOK~153 AT PAGE 246.
5. COOPER GREEN HOSPITAL FROM HEALTH REVENUE INTEGRITY SERVICES, INC., WESTLAKE, OH, TO CHANGE

ORDER TO ADD FUNDS TO EXISTING P.O. 260142 FOR CONTRACTOR TO ASSIST THE HOSPITAL IN ITS CHARGEMASTER IMPLEMENTATION PROJECT. REFERENCE TAG# 769465 \$25,000.00 TOTAL CONTRACT APPROVED BY THE COMMISSION ON 7/25/06 AND RECORDED IN MINUTE BOOK 151 AT PAGE 417 AND AMENDMENT TO CONTRACT APPROVED BY THE COMMISSION ON 3/27/07 AND RECORDED IN MINUTE BOOK 153 AT PAGES 258-259.

6. COOPER GREEN HOSPITAL FROM CALLAHAN EYE FOUNDATION, BIRMINGHAM, AL, TO CHANGE ORDER TO ADD FUNDS TO EXISTING P.O. 267584 FOR CONTRACTOR TO PROVIDE EYE SURGERY SERVICES TO PATIENTS OF COOPER GREEN MERCY HOSPITAL AS REFERRED BY THE PATIENT'S ATTENDING PHYSICIAN. REFERENCE TAG# 802963 \$50,000.00 TOTAL CONTRACT APPROVED BY THE COMMISSION ON 2/27/07 AND RECORDED IN MINUTE BOOK 153 AT PAGES 97-98.
7. BULK STORES WAREHOUSE FROM FIRST CHOICE MEDICAL, JACKSON, MS, TO ADD FUNDS TO PURCHASE COMMITMENT FOR PURCHASE OF GLOVES FOR BULK STORES. PURCHASE COMMITMENT #1264 \$10,000.00 TOTAL REFERENCE BID# 142-06
8. FLEET MANAGEMENT FROM FLEET SAFETY EQUIPMENT, MEMPHIS, TN, TO ADD FUNDS TO P.O. 268518 IN THE AMOUNT OF \$5,960.00. REFERENCE TAG# 800810 \$5,960.00 TOTAL REFERENCE BID# 230-05
9. JEFFERSON REHABILITATION & HEALTH CARE FROM GAYMAR INDUSTRIES, ORCHARD PARK, NY, TO ADD FUNDS TO MATTRESS RENTALS/EQUIPMENT 0607. REFERENCE TAG# 255291 \$15,000.00 TOTAL REFERENCE BID# 318-05
10. SHERIFF'S DEPARTMENT - BIRMINGHAM COUNTY JAIL FROM SYSCO FOODS, CALERA, AL, FOR MISCELLANEOUS FOODS PURCHASE COMMITMENT 1331. REFERENCE BID# 276-07 \$100,000.00 TOTAL
11. SHERIFF'S DEPARTMENT BIRMINGHAM COUNTY JAIL FROM BARBERS DAIRY, BIRMINGHAM, AL, FOR MILK & RELATED PRODUCTS PURCHASE COMMITMENT 1287. REFERENCE BID# 532-06 \$50,000.00 TOTAL
12. GENERAL SERVICES BULK STORES WAREHOUSE FROM AMERICAN OSMENT, BIRMINGHAM, AL, FOR TOILET TISSUE PURCHASE COMMITMENT 1351. REFERENCE BID# 123-05 \$10,000.00 TOTAL
13. SHERIFF'S DEPARTMENT BIRMINGHAM COUNTY JAIL FROM FLOWERS BAKING COMPANY, BIRMINGHAM, AL, FOR BREAD/ROLLS PURCHASE COMMITMENT 1152. REFERENCE BID# 201-05 \$35,000.00 TOTAL
14. JEFFERSON REHAB & HEALTH CENTER (KETONA) FROM SYSCO FOODS, CALERA, AL, FOR MISCELLANEOUS FOODS PURCHASE COMMITMENT 1333. REFERENCE BID# 276-06 \$15,000.00 TOTAL
15. ENVIRONMENTAL SERVICES FROM CIBA SPECIALTY CHEMICALS, CAROL STREAM, IL, FOR DRY BEADED POLYMER. REFERENCE TAG# 800900 \$20,000.00 TOTAL REFERENCE BID# 213-05
16. COOPER GREEN MERCY HOSPITAL FROM AMERISOURCE BERGEN CORPORATION, PELHAM, AL, FOR PHARMACEUTICALS. REFERENCE BID# 217-04 \$2,000,000.00TOTAL
17. ROADS & TRANSPORTATION FROM SAFETY COATINGS, FOLEY, AL, FOR PAINT ACRYLIC WATER BORNE TRAFFIC LINE IN 275 IBC GALLON STORAGE SYSTEMS. REFERENCE TAG# 811629 & 817288 \$70,080.00 TOTAL REFERENCE P.O. # 271009 STATE OF ALABAMA CONTRACT# T155
18. COOPER GREEN MERCY HOSPITAL FROM TRANSFORMANCE TECHNOLOGY, SMYRNA, GA, TO CHANGE ORDER TO ADD FUNDS TO P.O. 243399 FOR CONTRACTOR TO SUPPLY DICTATION EQUIPMENT AND PROVIDE TRANSCRIPTION OF HEALTH INFORMATION DOCUMENTS FOR THE HOSPITAL. REFERENCE TAG# 663127 \$30,000.00 TOTAL REFERENCE BID# 278-05 CONTRACT APPROVED BY THE COMMISSION ON 9/13/05 AND RECORDED IN MINUTE BOOK 149 AT PAGES 184-185.

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

JEFFERSON COUNTY COMMISSION

Finance Department

Unusual Demands

May 15, 2006

Vendor Number	Vendor	Description	Department	Amount	
JOINT RESPONSIBILITY					
01	0011183	DOMINICK FLETCHER YIELDING	MEDIATION TERESA V JEFFERSON COUNTY	COUNTY ATTORNEY	600.00
02	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	SHERIFF: BHAM ENFORCEMENT	98.80
03	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	TAX COLLECTOR-BIRMINGHAM	80.62
04	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	COMMISSIONER, DISTRICT	117.88
05	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	BD OF EQUALIZATION	67.76
06	0011862	ASSOCIATION OF CHIEFS OF POLICE	MEMBERSHIP LARRY OWEN	SHERIFF: BHAM ENFORCEMENT	100.00
07	0011954	JEFF CO SHERIFFS DEPARTMENT	JEFFERSON COUNTY SHERIFFS DEPARTMENT	SHERIFF: BHAM ENFORCEMENT	9993.33
08	0019202	UNIVERSITY OF ALABAMA	EVIDENCE SUPPLEMENT	COUNTY ATTORNEY	70.00
09	0020012	M LEE SMITH PUBLISHERS	ALABAMA LAW WEEKLY SUBSCRIPTION	COUNTY ATTORNEY	410.00
10	0020866	ALEXANDER HAMILTON	EMP GUIDE RECORD KEEP	COUNTY ATTORNEY	34.75
11	0027304	HEARTWOOD 88 LLC	STORM WATER FEES REFUND	STORM WATER MANAGEMENT	60.00
12	0035173	LEGALINK-A MERRILL	DEPT OF KRISTA GALLIMORE	COUNTY ATTORNEY	219.45
ROADS & TRANSPORTATION					
13	0010243	APWAALABAMA CHAPTER	MEMBERSHIP RENEWAL	R&T: ADMINISTRATION	1747.00
14	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	FLEET MGMT: ADMINISTRATION	473.10
15	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	INSPECTION SERVICES	30.00
16	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	R&T: BRIDGE MAINT/CO	870.93
17	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	R&T: BRIDGE MAINT/CO	153.58
18	0034924	GOVDEALS,INC	FEES FOR ONLINE AUCTION	R&T: FLEET MANAGEMENT	1493.71
19	0037642	BRADFORD BUILDING COMPANY	REFUND PERMIT	INSPECTION SERVICES	670.00
20	0038506	INTNL CODE COUNCIL	PROFESSIONAL CERTIFICATION RENEWAL	INSPECTION SERVICES	50.00
21	0038687	DARLA P FRAZIER	RIGHT OF WAY	R&T: RIGHT OF WAY	7805.00
22	0038689	BEVERLY PARRISH	RIGHT OF WAY	R&T: RIGHT OF WAY	1260.00
ENVIRONMENTAL SERVICES					
23	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	ES: BARTON LAB	75.71
24	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	COMMUNITY DEV RECREATION	34.00
25	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	ES: SANITATION ADMINISTRATION	1443.57
26	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	ES: CONSTRUCT SEWER LINE	137.44
27	0035624	CRAIG PHILLIPS	SANITARY SEWER EASEMENT	ENVIRONMENTAL SERVICES	1000.00
28	0038165	DUNN BUILDING CO	REFUND SEWER IMPACT	ENVIRONMENTAL SERVICES	2493.25
29	0038621	THOMAS MOORE	REFUND SEWER IMPACT FEE	ENVIRONMENTAL SERVICES	215.00
30	0038685	MILDRED PETERSON	TRUNK SEWER PUMPING STATION	ENVIRONMENTAL SERVICES	29400.00
31	0038686	BLUE PINE HOLDINGS LLC	SEWER REPLACEMENT	ENVIRONMENTAL SERVICES	7200.00
32	0038688	SCOTT MCREATH	SEWER REPLACEMENT	ENVIRONMENTAL SERVICES	3000.00
33	0038690	WILLIE JACKSON	SEWER REPLACEMENT	ENVIRONMENTAL SERVICES	800.00
34	0038691	DEBRA JEBELES	TRUNK SEWER PUMPING STATION	ENVIRONMENTAL SERVICES	54300.00
HEALTH AND HUMAN SERVICES					
35	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	CGH: SOCIAL SERVICES	697.44
36	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	CORONER/MEDICAL EXAMINERS	176.32
37	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	JEFFERSON REHAB: PLANT	70.86
38	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	CORONER/MEDICAL EXAMINERS	48.00
39	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	CGH: CENTRAL OPERATION	7.00
40	0014187	BLUE CROSS	LAURA EASLEY	JEFFERSON REHAB	116.00
41	0017716	AMERICAN HOSPITAL ASSOCIATION	2006 ANNUAL DUES	CGH: ADMINISTRATION	24932.00
42	0023370	LETHA DANIEL	FUNDS MABLE DOWDLE	JEFFERSON REHAB	30.00
43	0023373	GLORIA TINGLE	FUNDS CARRIE KIRKSEY	JEFFERSON REHAB	30.00
44	0023386	JRHC PETTY CASH	PATIENT FUND DISTRIBUTION	JEFFERSON REHAB	140.00
45	0026506	BRENDA WILSON	FUNDS RUBY HOWARD	JEFFERSON REHAB	30.00
46	0027842	CYNTHIA ROBINSON	TRAVEL REIMBURSEMENT	CGH: WOMEN'S CLINIC	133.23
47	0034381	ANGELA FRAZIER	FUNDS ANNIE JONES	JEFFERSON REHAB	30.00
48	0034744	EARLINE MATTHEWS	FUNDS MARY JONES	JEFFERSON REHAB	30.00
49	0034862	TOMMY DUNN	FUNDS VALESTA DUNN	JEFFERSON REHAB	159.00
50	0034863	ROY MARTIN	FUNDS EMBRY HART	JEFFERSON REHAB	173.00
51	0035013	DOUG TURNER	FUNDS BETTY TURNER	JEFFERSON REHAB	30.00
52	0035547	CHARLES DENSMORE	FUNDS DELLA DENSMORE	JEFFERSON REHAB	30.00
53	0036125	CORRIE POWELL	FUNDS MARY HAWKINS	JEFFERSON REHAB	80.00
54	0036126	LATONYA PARKER	FUNDS RUTHIE GORDON	JEFFERSON REHAB	30.00
55	0036200	WILLIAM PARKER	FUNDS VICTORIA PARKER	JEFFERSON REHAB	30.00
56	0036617	MONICA STRICKLAND	FUNDS MARY ALLEN	JEFFERSON REHAB	206.00
57	0037376	DIANNE GOODWIN	FUNDS GLADYS OLDHAM	JEFFERSON REHAB	30.00
58	0037493	BARBARA ENNIS	FUNDS LIMMIE MUMPHORD	JEFFERSON REHAB	30.00
59	0037494	BARBARA CARTER	FUNDS GERALDINE SANDLIN	JEFFERSON REHAB	14.00
60	0037668	OSCAR LESLIE	FUNDS ANNE SHELL	JEFFERSON REHAB	30.00
61	0037945	SHELLY WATKINS	FUNDS EARNESTINE BURNS	JEFFERSON REHAB	30.00
62	0038026	TAMMY DAMS	FUNDS TOM WATSON	JEFFERSON REHAB	30.00
63	0038232	VALEN PAGE	FUNDS MARY PAGE	JEFFERSON REHAB	30.00
64	0038670	MARGARET ROCK	PATIENT OVERPAYMENT	JEFFERSON REHAB	225.00
65	0038671	ELGERTH BYRD	REFUND OVERPAYMENT	JEFFERSON REHAB	118.50
66	0038672	MARY ANN BROOKS	REFUND OVERPAYMENT	JEFFERSON REHAB	1435.28
FINANCE AND GENERAL SERVICES					
67	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	FINANCE SEWER SERVICES	87.08
68	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	GEN SVCS: ADMINISTRATION	802.87
69	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	REVENUE	353.24
70	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	JEFF CO SENIOR CITIZENS	70.70
71	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	FAMILY COURT JUVENILE	435.04
72	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	GEN SVCS: ADMINISTRATION	189.78
73	0013530	BRUCE THOMPSON	TRAVEL REIMBURSEMENT	REVENUE	151.51
74	0023819	MOODY'S INVESTOR SERVICE	PROFESSIONAL SERVICES	FINANCE ADMINISTRATION	600.00
75	0023819	MOODY'S INVESTOR SERVICE	PROFESSIONAL SERVICES	FINANCE ADMINISTRATION	5500.00
76	0038673	CLARK-WESTERN BLDG SYSTEMS	REFUND LEAK ADJUSTMENT	FINANCE SEWER SERVICES	6276.34
77	0038674	TIMOTHY P & WENDY ROLAND	REFUND OVERPAYMENT	FINANCE SEWER SERVICES	43.18
78	0038675	MARTHA L SAMUELS	REFUND LEAK ADJUSTMENT	FINANCE SEWER SERVICES	160.94
79	0038676	HARVINDER SINGH	REFUND LEAK ADJUSTMENT	FINANCE SEWER SERVICES	185.00
80	0038677	SYBIL TAGGART	REFUND OVERPAYMENT	FINANCE SEWER SERVICES	91.40
81	0038678	TACO BELL #2754	REFUND LEAK ADJUSTMENT	FINANCE SEWER SERVICES	1451.86

82	0038679	ERICA DURR	REFUND OVERPAYMENT	FINANCE SEWER SERVICES	200.00
83	0038680	SILLOH PROPERTIES LLC	REFUND OVERPAYMENT	FINANCE SEWER SERVICES	50.73

INFORMATION TECHNOLOGY

84	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	ENVIRONMENTAL PROTECTION	12.15
85	0011196 J	JEFFERSON CO TREASURER	PETTY CASH TM	INFORMATION TECHNOLOGY	253.43
86	0015489	URISA	MEMBERSHIP DUES	INFORMATION TECHNOLOGY	900.00

PERSONNEL BOARD

87	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	PER BD: TESTING	58.73
88	0035413	GRAYLIN STARGELL	PER DIEM REIMBURSEMENT	PER BD: TESTING	153.36
89	0035424	RAY CRINER	PER DIEM REIMBURSEMENT	PER BD: TESTING	125.00
90	0035426	STEPHANIE HAMPTON	PER DIEM REIMBURSEMENT	PER BD: TESTING	125.00
91	0035905	CHERISH MURDOCK	PER DIEM REIMBURSEMENT	PER BD: TESTING	144.44
92	0037235	SCOTT PASCU	PER DIEM REIMBURSEMENT	PER BD: TESTING	137.16
93	0037242	DENNIS SHUMAKER	PER DIEM REIMBURSEMENT	PER BD: TESTING	138.78
94	0037423	LEON HENDERSON	PER DIEM REIMBURSEMENT	PER BD: TESTING	278.00
95	0038214	BILLY RAY BANKS	PER DIEM REIMBURSEMENT	PER BD: TESTING	125.00
96	0038221	STEPHEN MILLER	PER DIEM REIMBURSEMENT	PER BD: TESTING	215.60
97	0038222	LISA BAKER	PER DIEM REIMBURSEMENT	PER BD: TESTING	154.98
98	0038224	LATOSHA CLEMONS	PER DIEM REIMBURSEMENT	PER BD: TESTING	213.20
99	0038262	MARK BENDAUM	PER DIEM REIMBURSEMENT	PER BD: TESTING	142.02
100	0038622	ANGELICA STROUD	PER DIEM REIMBURSEMENT	PER BD: TESTING	125.00
101	0038623	GEORGE MCCONNELL	PER DIEM REIMBURSEMENT	PER BD: TESTING	254.60
102	0038624	RICKY S BAKER	PER DIEM REIMBURSEMENT	PER BD: TESTING	246.50
103	0038625	JOHN MORRIS	PER DIEM REIMBURSEMENT	PER BD: TESTING	213.02
104	0038626	RODNEY LEE	PER DIEM REIMBURSEMENT	PER BD: TESTING	178.42
105	0038627	RUSSELL KNICK	PER DIEM REIMBURSEMENT	PER BD: TESTING	302.40
106	0038628	PAUL TYLER	PER DIEM REIMBURSEMENT	PER BD: TESTING	125.00
107	0038629	JONATHAN KING	PER DIEM REIMBURSEMENT	PER BD: TESTING	218.16
108	0038630	ROOSEVELT WATKINS	PER DIEM REIMBURSEMENT	PER BD: TESTING	219.78
109	0038631	SAM WILLIAMS	PER DIEM REIMBURSEMENT	PER BD: TESTING	393.92
110	0038632	JOHNNY MORRIS	PER DIEM REIMBURSEMENT	PER BD: TESTING	324.26
111	0038633	RONALD JONES	PER DIEM REIMBURSEMENT	PER BD: TESTING	278.08
112	0038634	KEITH GOLDEN	PER DIEM REIMBURSEMENT	PER BD: TESTING	134.72
113	0038635	SHARON RICHARDS	PER DIEM REIMBURSEMENT	PER BD: TESTING	227.98
114	0038636	ERIC WELCH	PER DIEM REIMBURSEMENT	PER BD: TESTING	193.06
115	0038637	EBONY SMITH	PER DIEM REIMBURSEMENT	PER BD: TESTING	100.00
116	0038638	MARIA ARBOLEDA	PER DIEM REIMBURSEMENT	PER BD: TESTING	100.00
117	0038639	RAENADA WILSON	PER DIEM REIMBURSEMENT	PER BD: TESTING	100.00
118	0038640	KEVIN MLODZIK	PER DIEM REIMBURSEMENT	PER BD: TESTING	140.50
119	0038641	JESSICA HERNANDEZ	PER DIEM REIMBURSEMENT	PER BD: TESTING	100.00
120	0038642	HELEN BOUDREAUX	PER DIEM REIMBURSEMENT	PER BD: TESTING	100.00
121	0038643	CHENWEI LIAO	PER DIEM REIMBURSEMENT	PER BD: TESTING	100.00
122	0038644	CHRIS HAN	PER DIEM REIMBURSEMENT	PER BD: TESTING	100.00
123	0038645	LYNETTE PEREZ	PER DIEM REIMBURSEMENT	PER BD: TESTING	165.24
124	0038646	ROCKLYN ENDFINGER	PER DIEM REIMBURSEMENT	PER BD: TESTING	223.12
125	0038647	JASON SADLER	PER DIEM REIMBURSEMENT	PER BD: TESTING	219.88
126	0038648	TNGEINE LOONG	PER DIEM REIMBURSEMENT	PER BD: TESTING	100.00
127	0038649	JUN YANG	PER DIEM REIMBURSEMENT	PER BD: TESTING	205.30
128	0038650	SCOTT DIAZ	PER DIEM REIMBURSEMENT	PER BD: TESTING	224.74
129	0038651	BRENDAN NEUMAN	PER DIEM REIMBURSEMENT	PER BD: TESTING	117.82
130	0038653	DAWN SAFRANEKLEONAR	PER DIEM REIMBURSEMENT	PER BD: TESTING	133.20
131	0038654	BENJAMIN MINER	PER DIEM REIMBURSEMENT	PER BD: TESTING	100.00
132	0038655	ROSS LOVE	PER DIEM REIMBURSEMENT	PER BD: TESTING	310.60
133	0038656	CLARK SELLARS	PER DIEM REIMBURSEMENT	PER BD: TESTING	125.00
134	0038657	MIKE TALLEY	PER DIEM REIMBURSEMENT	PER BD: TESTING	181.58
135	0038658	KEVIN GIBSON	PER DIEM REIMBURSEMENT	PER BD: TESTING	125.00
136	0038659	MARK WAGNER	PER DIEM REIMBURSEMENT	PER BD: TESTING	125.00
137	0038660	JOHN BOIKE	PER DIEM REIMBURSEMENT	PER BD: TESTING	125.00
138	0038661	MICHAEL WINFREY	PER DIEM REIMBURSEMENT	PER BD: TESTING	258.64
139	0038662	ROBERT (ROB) VIRES	PER DIEM REIMBURSEMENT	PER BD: TESTING	147.68
140	0038663	RAEMONA WILLIAMS	PER DIEM REIMBURSEMENT	PER BD: TESTING	150.12
141	0038664	MATTHEW RICE	PER DIEM REIMBURSEMENT	PER BD: TESTING	99.30
142	0038665	CHRIS TAYLOR	PER DIEM REIMBURSEMENT	PER BD: TESTING	125.00
143	0038667	CLARENCE LEWIS	PER DIEM REIMBURSEMENT	PER BD: TESTING	245.86

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

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

REQUEST FOR CERTIFICATION

Commissioner, District 5

Administrative Intern

Family Court - Juvenile Probation

Senior Probation Officer

Family Court - Clerk's Office

Court Clerk

Finance - Purchasing - Intergovernmental

Purchasing Coordinator

Department of Revenue - Birmingham

Administrative Assistant II - 7 positions

Administrative Assistant III - 3 positions

Pension Board Office

Administrative Assistant III

Roads & Transportation - Administration

Administrative Assistant I - 2 positions

Roads & Transportation - Highway Design

Chief Civil Engineer

Sr. Engineering Drafter

Roads & Transportation - Right of Way

Land Acquisition Agent

Roads & Transportation - Highway Engineering & Construction

Principal Engineering Inspector - 2 positions

Roads & Transportation - Highway Engineering & Construction - Bridge Maint & Construction

Bridge/Mt/Const. Supt.

Environmental Services - Sanitation Administration/Sewer Impact

Tapping Machine Operator

Environmental Services - Trussville WWTP

Waste Water Treatment Plant Operator

Laborer III

Cooper Green Mercy Hospital - Medical/Surgical

Medical Clerk

Cooper Green Mercy Hospital - Surgery

Flex Staff Nurse

Cooper Green Mercy Hospital - Ambulatory Clinic

Medical Clerk - 5 positions

Licensed Practical Nurse - 2 positions

Cooper Green Mercy Hospital - Emergency Room

Licensed Practical Nurse

Cooper Green Mercy Hospital - Pain Management Clinic

Medical Clerk

Cooper Green Mercy Hospital - Managed Care

Medical Clerk - 2 positions

Cooper Green Mercy Hospital - Radiology

Medical Clerk

Cooper Green Mercy Hospital - Accounting

Accounting Assistant I

Motion was made by Commissioner Langford seconded by Commissioner Humphryes, that the Request for Certification 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. Roads & Transportation \$17,515.99

Increase revenue and expenditures for on-line auction fees to be used for rolling stock replacement. No Additional Funds Required.

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

May-15-2007-618

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign and

approve the submission of the Two Year Workforce Investment Act Plan for 2007 and 2008 to ADECA.

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

May-15-2007-619

NOW, THEREFORE, 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 the Cooperation Agreement between Jefferson County, Alabama and the Town of Brookside, AL for the construction of the Brookside Fire Station Project (CD06-03F-B04M3-BFS). This project is from Program Year 2006 funds. There is no funding associated with this Agreement.

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

May-15-2007-620

WHEREAS, a mortgage was executed Mildred A. Stephens dated November 1, 1995 and recorded in Real 1120 Page 949 in the Probate Office of Jefferson County, Alabama; and

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

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

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

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

May-15-2007-621

WHEREAS, The Alabama Sports Festival takes great pride in recognizing all Alabamians who have served or currently serve in the United States Military, Alabama National Guard, and all Reservists; and

WHEREAS, holding its first Olympic-style games as a nonprofit corporation in 1983, The Alabama Sports Festival celebrates its 25th Anniversary in 2007, designating "Let Freedom Ring" as its theme; and

WHEREAS, The Alabama Sports Festival has awarded some \$200,000 in academic scholarships while discouraging the use of drugs, instilling national and state pride, and stressing the intrinsic value of patriotism for Alabama's young people; and

WHEREAS, The Alabama Sports Festival has cooperated with the Governor's Commission on Physical Fitness in conjunction with the Alabama Legislature to institute the placement of a bronze Liberty Bell within the Alabama Capitol Complex to honor all Alabamians who are or have been a part of the Armed Forces; and

WHEREAS, honoring especially those entering the War on Terror since September 11, 2001, or who have participated in the Enduring Freedom, Iraqi Freedom and/or Noble Eagle, a special Liberty Bell medal will be given to those who are present at the Festival

Opening Ceremonies on Friday, June 29, 2007; and

WHEREAS, families of services members killed or disabled in action during any of these three major conflicts are invited to attend the Opening Ceremonies during which Alabama soldiers in Iraq and Afghanistan may speak directly through live video feed; an invitation to address the audience is also extended to the Prime Minister of Iraq and the President of Afghanistan ; and

WHEREAS, The Alabama Sports Festival and the Governor s Commission on Physical Fitness in conjunction with the Alabama Legislature also salutes Alabama employers who have lost key personnel due to the conflicts of Enduring Freedom, Iraqi Freedom and/or Noble Eagle; and

WHEREAS, Bert Bank of Tuscaloosa and Secretary of State Condoleezza Rice, two prominent Alabamians, will be recipients of the Alabama Sports Festival Healing Hands Award .

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that on behalf of all citizens of Jefferson County, we join the Alabama Legislature, the Alabama Sports Festival and the Governor's Commission on Physical Fitness in recognizing and honoring all Alabamians who have served or who continue to serve in all branches of our Armed forces, the Alabama National Guard and all Reservists for their bravery and commitment to freedom around the world.

SIGNED by the Jefferson County Commission in Birmingham, Alabama on this the 15th day of May, Two Thousand Seven.

Bettye Fine Collins, President

Jim Carns, Commissioner

Bobby Humphryes, Commissioner

Larry Langford, Commissioner

Sheila Smoot, Commissioner

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

May-15-2007-622

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request for the Finance Department to remove the following equipment from fixed assets, be and hereby is approved.

Disposals

JC Econ & Indus Dev Auth Fund 64

981094	Dispose	Compaq 1620 Laptop	Fund & Equip No Longer Exist
981095	Dispose	H98175 P11 Tower Bundle	Fund & Equip No Longer Exist
981096	Dispose	Compaq 1680 Laptop	Fund & Equip No Longer Exist
981097	Dispose	Tilt Swivel Chair	Fund & Equip No Longer Exist
981098	Dispose	Four Drawer Lateral File	Fund & Equip No Longer Exist
981099	Dispose	Four Drawer Lateral File	Fund & Equip No Longer Exist
981100	Dispose	Double Pedestal Desk	Fund & Equip No Longer Exist
981101	Dispose	Double Pedestal Desk	Fund & Equip No Longer Exist
981102	Dispose	Lateral File Credenza	Fund & Equip No Longer Exist
981103	Dispose	48 Round Conference Table	Fund & Equip No Longer Exist
981104	Dispose	Kneespace Credenza	Fund & Equip No Longer Exist
981105	Dispose	Double Pedestal Desk	Fund & Equip No Longer Exist

Cafeteria Fund 36

0029063	Dispose	Appliances Refrigerator	Fund & Equip No Longer Exist
0042640	Dispose	EDP EQ Microprocess IBM PC	Fund & Equip No Longer Exist
0042641	Dispose	EDP EQ Printer Daisy Max 830	Fund & Equip No Longer Exist
0042643	Dispose	EDP EQ Printer Daisy Max 320	Fund & Equip No Longer Exist
0094747	Dispose	Conveyor, Tray 48LF	Fund & Equip No Longer Exist
0094773	Dispose	Chopper Veg S/S	Fund & Equip No Longer Exist
094771	Dispose	Mixer, Food C/W Bowls	Fund & Equip No Longer Exist
25624	Dispose	Aud/Vis EQ Transcriber	Fund & Equip No Longer Exist
31241	Dispose	Aud/Vis EQ Transcriber	Fund & Equip No Longer Exist
32256	Dispose	EDP EQ Printer Miscellaneous	Fund & Equip No Longer Exist
32257	Dispose	DP EQ Microprocess IBM PC	Fund & Equip No Longer Exist
32258	Dispose	EDP EQ Microprocess IBM PC	Fund & Equip No Longer Exist
32259	Dispose	EDP EQ Microprocess IBM PC	Fund & Equip No Longer Exist
44808	Dispose	Electronic Cash Register	Fund & Equip No Longer Exist
44843	Dispose	EDP EQ Printer Miscellaneous	Fund & Equip No Longer Exist
44853	Dispose	Aud/Vis EQ Readr/Printer Fiche	Fund & Equip No Longer Exist

44854	Dispose	Aud/Vis EQ Duplifice Printer	Fund & Equip No Longer Exist
44855	Dispose	Aud/Vis EQ Camera Document	Fund & Equip No Longer Exist
44863	Dispose	EDP EQ Printer Daisy Max 320	Fund & Equip No Longer Exist

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

May-15-2007-623

THE JEFFERSON COUNTY COMMISSION RESOLVES to authorize the Finance Director to prepare poll worker checks for the June 5, 2007, Constitutional Amendment Election.

The Jefferson County Probate Judge will authorize in writing the rates of pay for each regular worker; the Chairman of the Board of Registrars will authorize in writing the rented polling sites to be paid; and the Chief Inspector of each polling location will certify to each worker's attendance at the polling location.

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

May-15-2007-624

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the academic training contract of the following is hereby approved in accordance with Administrative Order No. 92-6:Michael Gene Bush, General Services.

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

May-15-2007-625

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

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer
 Department: Roads & Transportation
 Date: May 8, 2007
 Purpose: Payment for acquired right-of-way:
 0.01 acres (more or less)
 0.02 acres (more or less) temporary construction easement
 Tract No. 20 - Heflin Avenue - Topics Phase VII
 Project No.: STPBH-9802(75)
 Agent: Jim Miller
 Price: \$1,260.00
 Pay to the order of: Beverly Parrish
 Mailing Address: 1637 Riderwood Trail

Birmingham, AL 35214

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

Check Delivery Code 5000

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

May-15-2007-626

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

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

1. The Public interest and necessity require the acquisition, construction and completion by Jefferson County, Alabama of a public improvement, namely Mt. Olive Road Widening (Fieldstown Road to West Main Street) (STPBH-7165(001) Tract 13. The public interest and necessity require the acquisition of said improvement of the real property, or interest in real property hereinafter described.

2. It is necessary and in the public interest for Jefferson County, Alabama to construct, install and maintain Mt. Olive Road Widening (Fieldstown Road to West Main Street) (STPBH-7165(001) Tract 13 in, over, on or under the hereinafter described lands, and the right to remove all improvements, trees, undergrowth and other obstructions situated on said lands, and also the right-to-enter upon said lands for the purpose of constructing, maintaining and repairing the said public improvement constructed or installed thereon, thereover, or thereunder.

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

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

(b) To prepare, secure, execute and file any bonds necessary for security for costs or to obtain a right-of-entry to said property pending final disposition of said cause, and to appeal from any other of condemnation that may be entered in the Probate Court of Jefferson County, Alabama to the Circuit Court of Jefferson County, Alabama in respect to any parcel in the event any award made in the Probate Court in said cause as to said parcel may in the opinion of this Commission be excessive.

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

Said proceedings to acquire and obtain for Jefferson County, Alabama an easement or right-of-way to install, construct and maintain Mt. Olive Road Widening (Fieldstown Road to West Main Street) (STPBH-7165(001) Tract 13 in, over, upon or under the following described lands and the right to remove all improvements, trees, undergrowth or other obstruction situated on said property, and the right to prevent any person from placing or maintaining any obstruction of said lands and also the right to enter upon said lands for the purpose or constructing, maintaining, and repairing the public improvements installed or construction on, under, upon said lands described as follows:

EXHIBIT A

A Right-of-Way being more particularly described as follows:

Commence at the NE corner of the NE ¼ of Section 14, Township 16 South, Range 3 West and run N88°26' 43.80" W along the north line of said section a distance of 1661.35 feet; thence turn left an angle of 84°27' 24.17" and run southerly a distance of 67.86 feet; thence turn left an angle of 03°33' 23.50" and run southerly a distance of 266.06 feet to the point of beginning of a 06°21' 58.31" curve to the left having a central angle of 46°49' 15.99" and a radius of 900.00 feet; thence run southerly and southeasterly along the arc of said curve a distance of 671.76 feet to Point "A" for future reference; thence continue southeasterly along the arc of said curve a distance of 23 feet to the point of a beginning of a right-of-way of variable widths being bounded on the northeasterly side by the northerly property line

of Grantor and bounded on the southwesterly side by a line beginning 32.2 feet southerly of and perpendicular to a point lying 23 feet behind along the previously described course and increasing to 50 feet southwesterly of and perpendicular to a point lying 40.7 feet ahead along the following described course; thence continue southeasterly along the arc of aforementioned curve a distance of 7 feet. At this point this right-of-way is bounded on the northeasterly side by the currently existing southwesterly right-of-way of Mt.Olive Road; thence continue southeasterly along the arc of said curve a distance of 33.7 feet to the end of said curve. At this point this right-of-way is bounded on the southwesterly side by a line lying 65 feet southwesterly of and parallel to the following described line; thence run southeasterly along the extended tangent of said curve a distance of 136.7 feet to Point "B" future reference; thence continue southeasterly along the last described course a distance of 53 feet. At this point this right-of-way is bounded on the northeasterly side by an easterly property line of Grantor; thence continue southeasterly along the last described course a distance of 46.3 feet to the end of this parcel of right-of-way.

A Permanent Drainage Easement being more particularly described as follows:

Commence at Point "B" as described above for the point of beginning of a permanent drainage easement of variable widths being bounded on the northeasterly side by the right-of-way described above and bounded on the southwesterly side by a line lying 85 feet southwesterly of and parallel to the following described line; thence continue southeasterly along the previously described course a distance of 91 feet. At this point the permanent drainage easement is bounded on the southwesterly side by the southerly property line of Grantor; thence continue southeasterly along the last described course a distance of 8 feet to Grantor's southeast property corner and the end of this permanent drainage easement.

Also an 18 foot wide Temporary Construction Easement being more particularly described as follows:

Commence at Point "A" as described in the above parcel of right-of-way; thence from the aforementioned described course continue southeasterly along the aforementioned described curve a distance of 14 feet to the point of beginning of a 18 foot wide temporary construction easement lying southwesterly of and abutting the above described right-of-way; thence continue southeasterly along the arc of said curve a distance 49.7 feet to the end of this temporary construction easement.

All of said right-of-way, permanent drainage easement and temporary construction easement lie in the NW ¼ of the NE ¼ of Section 14, Township 16 South, Range 3 West and the right-of-way contains 0.21 acres, more or less, the permanent drainage easement contains 0.045 acres, more or less, and the temporary construction easement contains 0.017 acres, more or less.

This temporary construction easement will terminate upon the completion and acceptance of said project and thereafter will not constitute a cloud in the title of Grantor.

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

May-15-2007-627

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

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

Motion was made by Commissioner Humphries seconded by Commissioner Langford that Z-07-007 be approved. Voting "Aye" Humphries, Langford, Carns, Collins and Smoot.

May-15-2007-628

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from John G. Farley, on behalf of Alpha Development Co., for the Jefferson County Commission to reconsider rezoning case Z-06-103, be and hereby is approved.

Motion was made by Commissioner Humphries seconded by Commissioner Langford that Z-07-007 be approved. Voting "Aye" Humphries, Langford, Carns, Collins and Smoot.

May-15-2007-629

WHEREAS, the U.S. Department of Homeland Security has award the Jefferson County Sheriff's Office night vision equipment valued at \$3,300; and

WHEREAS, the Sheriff's Office seeks to accept this award and use said equipment for homeland security and law enforcement surveillance and reconnaissance; and

WHEREAS, the grant of this equipment requires no additional funds.

NOW, THEREFORE BE IT RESOLVED that the Commission approve acceptance of the granted night vision equipment valued at \$3,300.

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

May-15-2007-630

WHEREAS, Act 80-431 sponsored by Rep. Seibels proposed an amendment to the Constitution of 1901 legalizing the operation of bingo games for prizes or money by certain nonprofit organizations for charitable or educational purposes in Jefferson County; and

WHEREAS, such proposal was passed by the Alabama House of Representatives as amended on May 6, 1980, and passed by the Alabama State Senate on May 19, 1980; and

WHEREAS, Rep. Seibels sponsored Act 80-609 relating to Jefferson County, permitting qualified organizations to operate bingo games within the County, providing for the regulation, permit granting, and revocation and supervision of such bingo games, providing for a tax exemption, providing for penalties, providing for a referendum of the voters of this County on the question of whether the Act

will become effective in the County unless the voters thereof approve the constitutional amendment, and providing that the Act shall become effective upon the adoption of an amendment to the Constitution of Alabama empowering the legislature to authorize bingo within Jefferson County; and

WHEREAS, Amendment No. 386 was adopted and enacted as an amendment to the Constitution of 1901 to authorize bingo within Jefferson County; and

WHEREAS, on March 20, 2007, Mike Hale, Sheriff of Jefferson County, notified the Jefferson County Commission of his intent to cease the regulation and licensing of bingo pursuant to advice from his legal counsel and the District Attorney that his statutory authority was legally deficient.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that this Commission will request an opinion from the Attorney General of Alabama regarding the legality and validity of Act 80609 and the ability of the Commission to enforce the requirements of laws and regulations relating to the operation of bingo games.

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

May-15-2007-631

WHEREAS, by resolution of February 7, 2006, M.B. 150, P. 285, the County Commission acknowledged receipt of a request from Jim Walter Resources, Inc. ("Jim Walter") for County participation in their economic development project by way of a tax revenue rebate relating to public infrastructure and site development for a commercial project named No. 7 Mine East Expansion ("Project"); and

WHEREAS, the Commission preliminarily determined that it is in the public interest and welfare of the County to participate in the economic development project and resolved its preliminary commitment to participate with a maximum of \$1.25 million from unearmarked revenue from the Project, subject to conditions stated therein; and

WHEREAS, representatives of the County and Jim Walter have developed and submitted for consideration a proposed Development Agreement setting out their respective obligations; and

WHEREAS, in accordance with Section 94.01 (Amendment No. 772), Constitution of Alabama, the Commission, after the required published notice, held a Public Hearing regarding the proposed Development Agreement and received comments from all interested persons; and

WHEREAS, after due consideration the Commission hereby determines that the expenditure of public funds for the purpose specified in the Development Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to Jim Walter or its partners, stockholders or employees or other individuals or entities whatsoever.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following Development Agreement is hereby approved and the President is authorized and directed to execute the same on behalf of Jefferson County.

BE IT FURTHER RESOLVED that the Finance Director of Jefferson County and the Director of the Department of Revenue of Jefferson County are directed to establish the necessary and appropriate procedures to collect the subject tax revenue information and to confirm the deposit of such tax revenue in the County General Fund and to rebate therefrom to Jim Walter Resources, Inc. in accordance with the Development Agreement.

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into with the Effective Date of May 15, 2007, between JEFFERSON COUNTY, ALABAMA (hereinafter referred to as the "County"), and JIM WALTER RESOURCES, INC., (the "Developer"), owner of the Development hereinafter described as ("No. 7 Mine East Expansion").

RECITALS:

A. Developer controls land located in the County. Developer intends to construct an underground mine and mine portal located on the land in the NW/ of Section 19, Range 7 West, along with associated infrastructure (such improvements being collectively referred to herein as the "Project"), including:

The mine portal, paved parking area for approximately 600 vehicles, 2.5 miles of paved road, 6 miles of 6" water line, and a 200,000 gallon elevated water tank.

B. As inducement for the County agreement herein, the Developer has submitted its proposal with described public benefits, attached hereto as Exhibit A (all of which are described herein as "Reimbursement Inducements"). The Reimbursement Inducements include a capital investment by Developer of \$177,000,000 and \$24,914,000 in projected total cumulative severance, occupational and use

tax revenue through the projected 22 year life of the project to the County and State of Alabama, and with approximately 450 new additional jobs.

C. In accordance with Section 94.01, Constitution of Alabama, and following a public hearing as required therein and further study and consideration, the County has determined that the Project will advance the economic base of the County and the State of Alabama and will promote the public health, safety, convenience, order, prosperity, and general welfare of the community. In addition, the County has determined that the Project will result in significantly increased tax revenues to the County and will lead to additional economic activity in the areas of the County around the Project and further, will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

D. In exchange for the Developer constructing the Project and providing the Reimbursement Inducements, the County has agreed to participate in the infrastructure cost of the Project all up to a maximum amount of \$1,250,000 payable from unearmarked revenue to the County from the Project over a period of five years in accordance with the following.

NOW, THEREFORE, in consideration of the Recitals A D above and Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Construction of the Project

(a) Developer will at its expense, acquire, design, engineer, construct and complete the capital improvements making up the Project and all other aspects thereof.

(b) Developer's design engineer shall be qualified in Alabama public road design and construction.

(c) The subject roadway shall be a dedicated public road and Developer shall maintain it in safe operating condition.

(d) The water in the water tank facilities shall be accessible to water customers.

2. Public Bidding.

Developer acknowledges that to be eligible for County participation as set out herein, the Project construction must be publicly and competitively bid in accordance with all state laws applicable to Jefferson County, including Title 39 Public Works, Code of Alabama (1975), as amended. Developer shall consult with the Director, Jefferson County Roads and Transportation to ensure such compliance and shall provide certification of such compliance as may be required by the Director.

3. County Reimbursement.

(a) The County agrees to reimburse the Developer up to a maximum amount of \$1,250,000 upon the following conditions:

1. The rebate commitment relates only to the new additional property and facilities of Developer's No. 7 Mine East Expansion (the "Project").

2. The rebate amount shall be an amount equal to seventy-five percent (75%) of the unearmarked actual tax receipts of Jefferson County and only from the following sources of revenue:

(i) Occupational employment taxes at the rate established by law and actually paid to the County's General Fund and resulting from jobs created by the Project. This includes construction jobs during the construction of the Project. This is currently .5%.

(ii) Unearmarked sales/use tax established by law and actually paid to the County's General Fund for County uses. This is currently equal to approximately 34.7% of the Jefferson County 1 ¢ General Sales and Use Tax.

(iii) Unearmarked severance tax receipts actually paid to the County's General Fund for County uses.

3. The rebate will be paid no more often than quarterly and for a period not to exceed seven (7) years (28 quarterly payments) from the opening of the Project. Provided, in the event that the occupational employment taxes in 2(i) above, are interrupted, or terminated by legislative action or legal action not due to any action of Developer, the County will extend the term for a period as determined by the County to correspond to the loss of tax revenue to the County resulting from the legislative or legal action.

4. The first payment will not be due until:

(i) The Project opens for regular business (projected to be July, 2008) following its receipt of Certificate of Occupancy for the entire Project.

(ii) Developer shall provide to the County documented evidence to verify that at least \$177,000,000 capital investment has been made in the Project.

(iii) Developer shall provide to the County documented evidence that the Project regularly employs 450 new employees, with \$50,000,000 in corresponding new additional payroll, and resulting in \$24,914,340 in total new revenue to the County. Provided, the County in its sole discretion shall determine whether Developer has substantially complied with the foregoing inducements for the County reimbursement from unearmarked County revenue.

(iv) The submission to the County of a properly certified invoice/ claim setting out the itemization of the tax receipts that have been paid to the County General Fund during the construction period and the three (3) successive months preceding submission of the invoice/claim.

(v) Confirmation by the County of the tax receipts as claimed.

(vi) Compliance with all legal requirements including public bidding requirements, Title 39, Public Works,

Code of Alabama (1975), as amended, and Section 94.01, Constitution of Alabama. The Developer shall consult with the Director, Jefferson County Roads and Transportation, to insure such compliance.

(b) In recognition that the citizens of Jefferson County anticipate the prompt receipt of substantial economic benefit to the County economy in return for the investment of public money in the Project, Developer will diligently prosecute the construction and implementation of the Project. Developer acknowledges that the County payment obligations hereunder may be suspended or terminated by the County upon the failure of the Developer to proceed diligently and continuously fulfill the Reimbursement Inducements. In the event that the Project has not been completed within three (3) years from the date of this Agreement, the County shall have the option to terminate this Agreement, upon which termination the County shall have no further obligation to rebate Developer in accordance herewith. Notwithstanding the foregoing, the County may agree to extend such three (3) year completion deadline if completion of the Project is delayed or prevented by causes beyond the control of Developer such as casualty, strike, act of God, acts of war or terrorism, unforeseen delay in obtaining required governmental approvals, provided, however, that within a reasonable time after the beginning of such delay, Developer shall notify the County in writing of the causes of such delay. Provided, further, the County may terminate this Agreement immediately upon notification by the Developer that it no longer intends to undertake or complete the Project.

4. Restrictive Requirements. Developers shall comply with all applicable laws, ordinances and regulations of the State and County and Bessemer, as amended. This agreement may not be assigned without the approval of the Commission.

5. Term. The term of this agreement shall begin upon the Effective Date and execution by the parties and continue until the respective contract obligations are fulfilled. Provided, the County's contract obligations and payments hereunder are conditioned upon the continuous fulfillment of the Reimbursement Inducements and this agreement.

6. Enforceability. This Agreement shall be for the benefit of the parties hereto and shall be enforceable in any court of competent jurisdiction in Alabama by an appropriate action at law or in equity to secure the performance of the covenants herein contained.

7. Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or any circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

8. Counterparts. This Agreement shall be executed in any number of counterparts, each of which shall be deemed an original.

9. Assignment. Developer may not assign or transfer this Agreement or any interest herein to another entity, except to affiliates or subsidiaries where Developer has majority control, without written consent of the County, which consent shall not be unreasonably withheld.

10. Governing Law. The governing law of this Agreement shall be the law of the State of Alabama.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed effective on the date set forth above.

ATTEST: JEFFERSON COUNTY, ALABAMA

By:

Its Minute Clerk

BETTYE FINE COLLINS, President

Jefferson County Commission

JIM WALTER RESOURCES, INC.

By:

Its:

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

May-15-2007-632

WHEREAS, the County Commission received a request from Southland Entertainment, LCC ("Southland") for County participation in their economic development project by way of a tax revenue rebate relatable to a commercial project named providing a substantial expansion of its "Alabama Adventure" theme park ("Project"); and

WHEREAS, the Commission has determined that it is in the public interest and welfare of the County to participate in the Project; and

WHEREAS, representatives of the County and Southland have developed and submitted for consideration a proposed Development Agreement setting out their respective obligations; and

WHEREAS, in accordance with Section 94.01 (Amendment No. 772), Constitution of Alabama, the Commission, after the required published notice, held a Public Hearing regarding the proposed Development Agreement and received comments from all interested persons; and

WHEREAS, after due consideration the Commission hereby determines that the expenditure of public funds for the purpose specified in the Development Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to Colonial or its partners, stockholders or employees or other individuals or entities whatsoever.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following Development Agreement is hereby approved and the President is authorized and directed to execute the same on behalf of Jefferson County.

BE IT FURTHER RESOLVED that the Finance Director of Jefferson County and the Director of the Department of Revenue of Jefferson County are directed to establish the necessary and appropriate procedures to collect the subject tax revenue information and to confirm the deposit of such tax revenue in the County General Fund and to rebate therefrom to Southland Entertainment, LLC in accordance with the Development Agreement.

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into with the Effective Date of April , 2007, between JEFFERSON COUNTY, ALABAMA (hereinafter referred to as the "County"), and SOUTHLAND ENTERTAINMENT, LLC, (the "Developer"), owner of the Development hereinafter described as ("Alabama Adventure"). RECITALS:

A. Developer is the owner of Alabama Adventure which is a recreational theme park located in the County. Developer proposes to greatly expand its facilities with the addition of the Alabama Adventure Water Park Resort Hotel (the "Resort Hotel") and R. V. Resort Campground (such improvements being collectively referred to herein as the "Project"), including:

(a) A 280 room Resort Hotel with an indoor Water Park. The Hotel is expected to reach four star rating with a nationally recognized franchise including the Water Park, meeting convention space, spa, multiple food and beverage outlets and restaurants.

(b) R. V. Resort that will accommodate 100 300 sites and with a nationally recognized franchise.

B. As inducement for the County agreement herein, the Developer has submitted its proposal with described public benefits, attached hereto as Exhibit A (all of which are described herein as "Reimbursement Inducements"). The Reimbursement Inducements include a capital investment by Developer of \$75,000,000. Additionally, Developer maintains the Project anticipates up to one million visitors annually to the Project and \$13,400,000 in new revenue to the County, City of Bessemer and State of Alabama, and with approximately 256 new additional jobs, \$5,000,000 in new additional payroll with \$3,200,000 in new additional taxes to the County. Developer maintains that the City of Bessemer has committed up to \$12,500,000 over a period of 25 years to the Project.

C. In accordance with Section 94.01, Constitution of Alabama, and following a public hearing as required therein and further study and consideration, the County has determined that the Project will advance the economic base of the County and the City of Bessemer and the State of Alabama and will promote the public health, safety, convenience, order, prosperity, and general welfare of the community. In addition, the County has determined that the Project will result in significantly increased tax revenues to the County, will boost property values in the vicinity of the Project, and will lead to additional economic activity in the areas of the County around the Project and further, will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

D. In exchange for the Developer constructing the Project and providing the Reimbursement Inducements, the County has agreed to participate in the cost of the Project all up to a maximum amount of \$2,500,000 payable from unearmarked revenue to the County from the Project over a period of seven years in accordance with the following.

NOW, THEREFORE, in consideration of the Recitals A C above and Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Construction of the Project

Developer will at its expense, acquire, design, engineer, construct and complete the capital improvements making up the Project and all other aspects thereof.

2. Public Bidding.

Developer acknowledges that to be eligible for County participation as set out herein, the Project construction must be publicly and competitively bid in accordance with all state laws applicable to Jefferson County, including Title 39 Public Works, Code of Alabama (1975), as amended. Developer shall consult with the Director, Jefferson County Roads and Transportation to ensure such compliance and shall provide certification of such compliance as may be required by the Director. Provided, in the event that Developer obtains an opinion from the Alabama Attorney General that the Project is exempt from the public bidding requirements of Alabama law, this requirement shall be waived.

3. County Reimbursement.

(a) The County agrees to reimburse the Developer up to a maximum amount of \$2,500,000 upon the following conditions:

1. The rebate commitment relates only to the new additional property and facilities of Developer's Alabama Adventure (the "Project").

2. The rebate amount shall be an amount equal to seventy-five percent (75%) of the unearmarked actual tax receipts of Jefferson County and only from the following sources of revenue:

(i) Occupational employment taxes at the rate established by law and actually paid to the County's General Fund and

resulting from jobs created by the Project. This includes construction jobs during the construction of the Project. This is currently .5%.

(ii) Unearmarked sales/use tax established by law and actually paid to the County's General Fund for County uses. This is currently equal to approximately 34.7% of the Jefferson County 1 ¢ General Sales and Use Tax.

(iii) Unearmarked real property and personal property ad valorem tax receipts actually paid to the County's General Fund for County uses. This is currently equal to approximately .56 per \$100 of assessed value.

3. The rebate will be paid no more often than quarterly and for a period not to exceed seven (7) years (28 quarterly payments) (herein "the term") from the opening of the Resort Hotel. Provided, in the event that the occupational employment taxes in 2(i) above, are interrupted, or terminated by legislative action or legal action not due to any action of Developer, the County will extend the term for a period as determined by the County to correspond to the loss of tax revenue to the County resulting from the legislative or legal action.

4. The first payment will not be due until:

(i) The Resort Hotel opens for regular business (projected to be during the 2009 calendar year) following its receipt of Certificate of Occupancy for the Resort Hotel.

(ii) Developer shall provide to the County documented evidence to verify that at least \$75,000,000 in capital investment has been made in the Project.

(iii) Developer shall provide to the County documented evidence that the Project regularly employs approximately 256 new employees, with approximately \$5,000,000 in corresponding new additional payroll, and resulting in approximately \$3,200,000 in total new revenue to the County and with \$609,000 of unearmarked revenue to the County General Fund.

Provided, the County in its sole discretion shall determine whether Developer has substantially complied with the foregoing inducements for the County reimbursement from unearmarked County revenue.

(iv) The submission to the County of a properly certified invoice/ claim setting out the itemization of the tax receipts that have been paid to the County General Fund during the construction period and the three (3) successive months preceding submission of the invoice/claim.

(v) Confirmation by the County of the tax receipts as claimed.

(vi) Compliance with all legal requirements including public bidding requirements, in accordance with paragraph 2, above.

(b) In recognition that the citizens of Jefferson County anticipate the prompt receipt of substantial economic benefit to the County

economy in return for the investment of public money in the Project, Developer will diligently prosecute the construction and implementation of the Project. Developer acknowledges that the County payment obligations hereunder may be suspended or terminated by the County upon the failure of the Developer to proceed diligently and continuously fulfill the Reimbursement Inducements. In the event that the Project has not been completed within five (5) years from the date of this Agreement, the County shall have the option to terminate this Agreement, upon which termination the County shall have no further obligation to rebate Developer in accordance herewith. Notwithstanding the foregoing, the County may agree to extend such five (5) year completion deadline if completion of the Project is delayed or prevented by causes beyond the control of Developer such as casualty, strike, act of God, acts of war or terrorism, unforeseen delay in obtaining required governmental approvals, provided, however, that within a reasonable time after the beginning of such delay, Developer shall notify the County in writing of the causes of such delay. Provided, further, the County may terminate this Agreement immediately upon notification by the Developer that it no longer intends to undertake or complete the Project.

4. Restrictive Requirements. Developer shall comply with all applicable laws, ordinances and regulations of the State and County and

Bessemer, as amended. This agreement may not be assigned without the approval of the Commission.

5. Term. The term of this agreement shall begin upon the Effective Date and execution by the parties and continue until the respective contract obligations are fulfilled.

Provided, the County's contract obligations and payments hereunder are conditioned upon the continuous fulfillment of the Reimbursement Inducements and this agreement.

6. Enforceability. This Agreement shall be for the benefit of the parties hereto and shall be enforceable in any court of competent jurisdiction in Alabama by an appropriate action at law or in equity to secure the performance of the covenants herein contained.

7. Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or any circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

8. Counterparts. This Agreement shall be executed in any number of counterparts, each of which shall be deemed an original.

9. Assignment. Developer may not assign or transfer this Agreement or any interest herein to another entity, except to affiliates or subsidiaries where Developer or its members has majority control, without written consent of the County, which consent shall not be

unreasonably withheld.

10. Governing Law. The governing law of this Agreement shall be the law of the State of Alabama.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed effective on the date set forth above.

ATTEST:

JEFFERSON COUNTY, ALABAMA

By:

Its Minute Clerk

BETTYE FINE COLLINS, President

Jefferson County Commission

SOUTHLAND ENTERTAINMENT, LLC

By:

Its:

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

Commissioner Smoot left Commission Chambers.

May-15-2007-633

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

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

W I T N E S S E T H:

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

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

WHEREAS, the Contractee will assist in the development and promotion of said County resources thru such an international sports event.

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall
 - a. Pay to the Contractee a lump sum payment of \$25,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Conduct the 2007 Alabama Sports Festival XXV State Games for amateur athletes of Alabama to be in Jefferson County June, 2007. The event includes more than 20 different sports, as well as other activities and clinics through out the area for more than 7,000 athletes and coaches from across the state, as well as parents and volunteers.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2007 whichever shall first occur.
5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.
6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope Of Work of this agreement.
7. Contractee and the Contractee representative signed below, certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased

11:00 a.m. for the rezoning hearing.

Motion was made by Commissioner Langford seconded by Commissioner Humphries to convene an Executive Session. Voting "Aye" Langford, Humphries, Carns and Collins.

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 1 Larry Langford
District 2 Shelia Smoot
District 3 Bobby Humphries
District 4 Bettye Fine Collins

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:

May-15-2007-636

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-2007-010 Brenda Buzbee, owner. Change of zoning on Parcel ID# 8-36-4-0-29 in Section 36 Twp 15 Range 2 West from C-1 (Commercial) to I-1 (Light Industrial) for compliance for a service station with an outdoor lift. (Case Only: 5271 Pinson Valley Parkway, Birmingham, AL 35215) (PINSON) (0.6 Acres M/L)

RESTRICTIVE COVENANT: A buffer complying with the zoning regulations shall be provided along the south and east property boundaries.

Motion was made by Commissioner Langford seconded by Commissioner Smoot that Z-07-010 be approved subject to filing of covenants. Voting "Aye" Langford, Smoot, Collins and Humphries.

Z-2007-012 Gary Michael Rice, owner. Change of zoning on Parcel ID# 4-28-0-0-8.4 and 8.5 in Section 28 Twp 14 Range 4 West from A-1 (Agriculture) to R-1 (Single Family) for a single family residential subdivision. (Site Only: 9913 Trammel Road, Dora, AL 35062) (CORNER) (13.3 Acres M/L)

RESTRICTIVE COVENANT: 1. All lots shall have a minimum of 20,000 square feet. 2. Reversionary clause.

Motion was made by Commissioner Langford seconded by Commissioner Smoot that Z-07-011 be approved subject to filing of covenants. Voting "Aye" Langford, Smoot, Collins and Humphries.

Z-2007-009CCC Boyd G. Dabbs, owner. Change of zoning on Parcel ID# 31-22-3-0-part of 15 in Section 22 Twp 18 Range 5 West from R-1 (Single Family) to C-1 (Commercial) for an indoor pistol and archery range. (Case Only: 7450 15th Street Road, Bessemer, AL 35023) (CONCORD) (1.1 Acres M/L)

Additional recommended covenants if the property is to be rezoned:

1. A commercial class driveway or a road constructed to County standards as a public road shall be required for access;
2. A 30 foot undisturbed or planted buffer along the north and west property boundaries;
3. Reversionary Clause.

Motion was made by Commissioner Langford seconded by Commissioner Humphries that Z-07-009 be carried over to May 22, 2007 for the Commissioners to have an opportunity to view the property. Voting "Aye" Langford, Humphries, Collins and Smoot.

Z-2007-015 James L. Kelly, owner; James R. Kelly, Executive of Estate; Todd Paden, agent. Change of Parcel ID # s 43-3-4-0-4 and 43-10-1-0-1 in Sections 3 and 10 Twp 20 Range 5 West from A-1 (Agriculture) to I-1 (Light Industrial) for recreational vehicle and boat storage in conjunction with mini-warehouses. (Site Only: 6017 McAshan Drive, McCalla, AL 35111) (BESSEMER) (3 Acres M/L)

Recommended covenant if the property is rezoned: 1. Buffering of all outside storage from the road and additional buffering of the east side of the property to protect residential areas; 2. Roadway/driveway improvements in accord with all recommendations from the Department of Roads and Transportation. 3. Reversionary clause.

Motion was made by Commissioner Humphries seconded by Commissioner Collins that Z-07-015 be approved with no outside storage. Voting "Aye" Humphries and Collins. Voting "Nay" Langford and Smoot.

Motion was made by Commissioner Humphries seconded by Commissioner Smoot to rescind prior motion. Voting "Aye" Humphries, Smoot and Langford. Voting "Nay" Collins.

Motion was made by Commissioner Humphries seconded by Commissioner Langford that Z-07-009 be carried over to May 22, 2007, for the applicant to consult with the other property owners concerning the outside storage. Voting "Aye" Humphries, Langford and Smoot. Voting "Nay" Collins.

Thereupon the Commission Meeting was adjourned to meet Tuesday, May 22, 2007, at 10:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk