

STATE OF ALABAMA)

JEFFERSON COUNTY) November 20, 2007

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

District 1

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 November 13, 2007, be approved. Voting "Aye" Humphryes, Carns, Collins and Smoot.

STAFF DEVELOPMENT

Multiple Staff Development

General Services/2 Participants

Jeffrey S. Smith	Birmingham, Alabama	\$299.00
Jamie McKinnon	Lorman Education Seminar "Public Contract Code & Competitive Bidding January 23, 2008	\$299.00

Tax Assessor/2 Participants

Artesia Faye Williams	Montgomery, Alabama	\$1,226.00
Willie Mae Wilson	IAAO 500: Personal Propety Assessment December 9-14, 2007	\$1,226.00

Individual Staff Development

Renee Carter	Commission	Auburn, Alabama 2007 Assn. of County Commissioners Annual Legislative Conference December 5-6, 2007	\$266.87
Cynthia Daniels	Community Dev	Birmingham, Alabama Governmental Accounting & Auditing Forum December 5-6, 2007	\$215.00
Glen Thompson	Cooper Green Mercy Hospital	Las Vegas, Nevada American Society of Health System Pharmacists November 30 - December 5, 2007	\$1,766.48
Andy Woodard	Sheriff's Dept.	Birmingham, Alabama Dell Certification for System Expert Exam On-line Course	\$179.00
Ronald S. Stephens	Environmental Services	Troy, Alabama ESRI GIS Symposium & Workshop November 14-16, 2007	\$323.94
Wesley Scott Moore	Revenue	Dallas & Addison, Texas Audit Concentra Health Services and attend Streamline Sales Tax State & Local Government Advisory Council Meeting December 8-15, 2007	\$1,837.81
Jim Roberson	Sheriff's Dept.	Auburn, Alabama Criminal Justice Technology Symposium December 3-5, 2007	\$310.60
James F. Henderson	Roads & Trans	Nashville, Tennessee IRWA Course 401 Appraisal of Partial Acquisitions December 2-7, 2007	\$1,381.90

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, THAT THE FOLLOWING REPORT FILED BY THE PURCHASING DEPARTMENT PLUS ADDENDUM FROM ROADS & TRANSPORTATION 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 (LABORATORY) FROM BECKMAN COULTER, PALATINE, IL, FOR CHEMISTRY SUPPLIES AS NEEDED FOR THE PERIOD 10/1/07 9/30/08. SAP PURCHASE ORDER# 2000009300 \$313,397.00 TOTAL REFERENCE BID# 109-05
2. COOPER GREEN MERCY HOSPITAL (RADIOLOGY) FROM MEDRAD, INC, PITTSBURG, PA, FOR CT. SYRINGES FOR THE PERIOD 10/1/07 9/30/08. SAP PURCHASE ORDER# 20000009290 \$13,000.00 TOTAL REFERENCE BID# 42-07
3. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BECKMAN COULTER CAPITAL, PHILADELPHIA, PA, FOR CHEMISTRY ANALYZER LEASING FOR THE PERIOD 10/1/07 9/30/08. SAP PURCHASE ORDER# 20000009200 \$226,854.36 TOTAL REFERENCE BID# 109-05
4. COUNTY JAIL - BHAM DIVISION FROM IDSOFTWARE, FT MYERS, FL, FOR MAINTENANCE / SUPPORT FOR IDENTIFICATION BASED INFORMATION SYSTEM FOR THE PERIOD OF OCTOBER 1, 2007 SEPTEMBER 30, 2008. SAP PURCHASE ORDER# 2000009222 \$13,680.00 TOTAL REFERENCE SAP# 1000031993 REFERENCE BID# 20-04 REFERENCE INVOICE# 6019
5. INFORMATION TECHNOLOGY TECH SERVICES FROM OPENSHAW MEDIA GROUP, BIRMINGHAM, AL, FOR MAINTENANCE / SUPPORT FOR WEB PROGRAMMING AND INTERNET VEHICLE REGISTRATION FOR THE PERIOD OF 10/1/07 9/30/08. SAP PURCHASE ORDER# 2000007633 \$52,500.00 TOTAL REFERENCE SAP# 1000025214/1 & 2 REFERENCE BID# 26-08
6. INFORMATION TECHNOLOGY FROM LOGICAL CHOICE TECHNOLOGIES, DULUTH, GA, FOR ANNUAL MAINTENANCE PLATINUM SUPPORT RENEWAL FOR ALL SUN SYSTEM HARDWARE AND SOFTWARE FOR THE PERIOD OF 10/1/07 9/30/08. SAP PURCHASE ORDER# 2000009271 \$339,368.53 TOTAL REFERENCE SAP# 1000030869/1 & 2 REFERENCE BID# 322-07
7. INFORMATION TECHNOLOGY TECH SERVICES FROM DATA WORKS PLUS LLC, GREENVILLE, SC, FOR ANNUAL MAINTENANCE / SOFTWARE SUPPORT FOR THE PERIOD OF 10/1/07 9/30/08. SAP PURCHASE ORDER# 2000009277 \$6,000.00 TOTAL REFERENCE SAP# 1000030548
8. INFORMATION TECHNOLOGY SYSTEMS MANAGEMENT FROM EASTMAN KODAK, ROCHESTER, NY, FOR ARCHIVE WRITERS EQUIPMENT MAINTENANCE FOR THE PERIOD OF NOVEMBER 4, 2007 NOVEMBER 3, 2008. SAP PURCHASE ORDER# 2000009260 \$5,454.00 TOTAL REFERENCE SAP# 1000031635 REFERENCE INVOICE# 277128854
9. COOPER GREEN MERCY HOSPITAL (STORES) FROM HOSPIRA WORLDWIDE, CHICAGO, IL, FOR SOLUTIONS & SETS. SAP PURCHASE ORDER# 2000009182 \$5,129.12 TOTAL
10. BESSEMER HIGHWAY MAINTENANCE FROM APAC, BIRMINGHAM, AL, FOR ASPHALT PLANT MIX. SAP PURCHASE ORDER# 2000009123 \$5,431.19 TOTAL REFERENCE BID# 139-07
11. BESSEMER HIGHWAY MAINTENANCE FROM APAC, BIRMINGHAM, AL, FOR ASPHALT PLANT MIX. SAP PURCHASE ORDER# 2000009125 \$10,723.41 TOTAL REFERENCE BID# 210-07
12. BESSEMER HIGHWAY MAINTENACE FROM APAC, BIRMINGHAM, AL, FOR ASPHALT PLANT MIX. SAP PURCHASE ORDER# 2000009126 \$5,155.86 TOTAL REFERENCE BID# 210-07
13. BESSEMER HIGHWAY MAINTENANCE FROM ERGON, JACKSON, MS, FOR ASPHALT PLANT MIX. SAP PURCHASE ORDER# 2000009127 \$6,095.46 TOTAL REFERENCE BID# 210-07
14. BESSEMER HIGHWAY MAINTENANCE FROM ERGON, JACKSON, MS, FOR ASPHALT PLANT MIX. SAP PURCHASE ORDER# 2000009128 \$5,635.54 TOTAL REFERENCE BID# 210-07
15. BESSEMER HIGHWAY MAINTENANCE FROM ERGON, JACKSON, MS, FOR ASPHLAT PLANT MIX. SAP PURCHASE ORDER# 20000009130 \$6,077.45 TOTAL REFERENCE BID# 210-07
16. KETONA HIGHWAY MAINTENANCE FROM VULCAN MATERIALS, JACKSON, MS, FOR ASPHALT PLANT MIX. SAP PURCHASE ORDER# 2000009124 \$8,120.56 TOTAL REFERENCE BID# 210-07
17. COOPER GREEN MERCY HOSPITAL FROM ADVANCED CARDIAC SOLUTIONS PC, BESSEMER, AL, FOR TPN PRODUCTION SERVICES. SAP PURCHASE ORDER# 9000001245 \$18,000.00 TOTAL REFERENCE SAP# 1000029228 REFERENCE BID# 262-06

18. COUNTY ATTORNEY FROM KAY HARRINGTON, BIRMINGHAM, AL, FOR CHANGE ORDER TO ADD FUNDS TO PURCHASE ORDER 2000000964 FOR LEGAL SECRETARIAL SERVICES TO FILL IN ON SHORT NOTICE IF SENIOR LEGAL SECRETARY IS OUT DUE TO ILLNESS, VACATION OR TO PERFORM EXTRA WORK THAT IS BEYOND THE CAPABILITY OF THE PERMANENT STAFF. SAP PURCHASE ORDER# 2000000964 \$8,000.00 TOTAL CONTRACT APPROVED BY THE COMMISSION ON 4/7/87, IN MINUTE BOOK 79, PAGE 73.
19. COOPER GREEN MERCY HOSPITAL FROM GLAXOSMITHKLINE, ATLANTA, GA, FOR FLU VACCINE ORDERED ONLINE BY DEPARTMENT. SAP PURCHASE ORDER# 2000009112 \$7,155.00 TOTAL
20. COOPER GREEN MERCY HOSPITAL (HOSPITAL MAINTENANCE) FROM MEADOWOOD INDUSTRY, BIRMINGHAM, AL FOR CUBICLE CURTAIN EXCHANGE SERVICE CONTRACT FOR THE PERIOD OF 10/1/07/30/08. SAP PURCHASE ORDER# 2000009099 \$12,840.00 TOTAL REFERENCE BID# 201-06
21. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM FISHER SCIENTIFIC, ATLANTA, GA, FOR REAGENT SUPPLIES FOR BIOSITE TRIAGE METER FOR THE PERIOD 10/1/07 9/30/08. SAP PURCHASE ORDER# 2000009103 \$8,200.00 TOTAL
22. COOPER GREEN MERCY HOSPITAL (CENTRAL SUPPLY) FROM HOSPIRA WORLDWIDE, INC., CHICAGO, IL, TO PAY PAST DUE INVOICES FOR SEPTEMBER PAYMENT FOR GEMSTAR PUMPS. SAP PURCHASE ORDER# 2000002450 \$2,567.00 TOTAL REFERENCE BID# 279-03
23. COOPER GREEN MERCY HOSPITAL (CENTRAL SUPPLY) FROM HOSPIRA WORLDWIDE, INC., CHICAGO, IL, FOR CONTRACT FOR GEMSTAR PUMP LEASING FUNDS FOR THE PERIOD 07/08. SAP PURCHASE ORDER# 2000002450 \$82,194.00 TOTAL REFERENCE BID# 279-03
24. COOPER GREEN MERCY HOSPITAL (LABORATORY SUPPLY) FROM FISHER SCIENTIFIC, LLC, ATLANTA, GA, TO ADD FUNDS TO PAY FOR HISTOLOGY SUPPLIES. SAP PURCHASE ORDER# 2000002832 \$1,900.00 TOTAL REFERENCE BID# 359-06
25. COOPER GREEN MERCY HOSPITAL (STORES) FROM ARROW INTERNATIONAL, INC., ASHEBORO, NC, FOR TRIPE LUMEN C V CATHETERS. SAP PURCHASE ORDER# 2000008657 \$6,616.80 TOTAL REFERENCE BID# 221-05
26. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BECKMAN COULTER, PALATINE, IL, FOR CHEMISTRY SUPPLIES. SAP PURCHASE ORDER# 2000002163 \$30,000.00 TOTAL REFERENCE BID# 109-05
27. TAX ASSESSOR'S OFFICE MAPPING DIVISION FROM CORPORATE EXPRESS, BIRMINGHAM, AL, FOR METAL OFFICE FURNITURE (CUBICLES). SAP PURCHASE ORDER# 2000009236 \$20,061.28 TOTAL REFERENCE BID# 335-06
28. JEFFERSON COUNTY PERSONNEL BOARD FROM DATA BUSINESS SYSTEMS, BIRMINGHAM, AL, FOR FORMAX FD 2000 FOLDER /SEALER EQUIPMENT. SAP PURCHASE ORDER# 2000008275 \$6,450.00 TOTAL
29. COMMISSIONER DISTRICT 2 FROM BERNEY OFFICE SOLUTION, MONTGOMERY, AL, FOR MAINTENANCE OF COPIER PANASONIC 4510. SAP PURCHASE ORDER# 2000008979 \$6,296.16 TOTAL REFERENCE BID# 255-06
30. JEFFERSON COUNTY NURSING HOME FROM NEUTRON INDUSTRIES, PHOENIX, AZ, FOR ODOR CONTROL. SAP PURCHASE ORDER# 2000009311 \$5,400.00 TOTAL REFERENCE BID# 180-07

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

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
11/20/2007

Profit Center	Vendor #	Name	Text	Business Area	Amount	Doc ument No
District	1	1000193	JEFFERSON CO TREASURER	PETTY CASH-CORONER CORONER/MEDICAL EXAMINER	50.20	1900005713
District	1	1000193	JEFFERSON CO TREASURER	PETTY CASH-JEFFERSON REHAB	6.16	1900005717
District	1	1000309	JEFFERSON CLINIC PC	Reimbursement for prescription pads & RX paper	5,119.96	1900005284
District	1	1003473	AMI DEATON TEAGUE	Professional Liability Insurance	120.00	1900005720

District	1	1005968	PICA	Malpractice Insurance Premium - down payment	CGH: AMBULATORY CLINIC	2,484.00	1900005283
District	1	1018288	JOSEPH MATTHEWS	Estate Refund made payable to Joseph Matthews	CO HOME: BUSINESS OFFICE	357.12	1900005985
District	1	1019075	ALABAMA PODIATRIC MEDICAL	State and National dues for 07-08	CGH: ADMINISTRATION	738.50	1900005028
District	1	1019284	CHARLES FOSTER	Estate Refund made payable to Charles Foster	CO HOME: BUSINESS OFFICE	960.95	1900005982
District	1	1019285	JAN & JERRY GLAWSON	Estate Refund made payable to Jan & Jerry Glawson	CO HOME: BUSINESS OFFICE	1,383.55	1900005987
District	1	1019286	PATRICIA BURNS	Estate Refund made payable to Patricia Burns	CO HOME: BUSINESS OFFICE	104.93	1900005988
District	1	1019287	GEORGE GEORGE WILLIAMS	Estate Refund made payable to George Williams	CO HOME: BUSINESS OFFICE	152.70	1900005990
District	2	1000193	JEFFERSON CO TREASURER	PETTY CASH-INFORMATION TECHNOLOGY	INFO TECH: NETWORK SUPPORT	96.60	1900005707
District	2	1000193	JEFFERSON CO TREASURER	PETTY CASH-INFORMATION TECHNOLOGY	INFO TECH: TECHNICAL SERVICES	52.88	1900005730
District	2	1000193	JEFFERSON CO TREASURER	PETTY CASH-INFORMATION TECHNOLOGY	INFO TECH: TECHNICAL SERVICES	26.99	1900005734
District 2	1000193	JEFFERSON CO TREASURER	PETTY CASH-INFORMATION TECHNOLOGY	INFO TECH: TECHNICAL SERVICES		8 29.99	1900005738
!District	3	1000193	JEFFERSON CO TREASURER	PETTY CASH-ROADS & TRANSPORTATION	R&T: BRIDGE MAINT/CONSTR	2.16	1900005703
District 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-ROADS & TRANSPORTATION	R&T: HIGHWAY MAINT-KETONA		89.25	1900005900
District	3	1000412	NATIONAL SOCIETY OF	Membership Renewal for Stephen R. Franks	R&T: DESIGN	205.00	1900006115
District	3	1000817	AMERICAN SOCIETY OF	Membership Renewal for Stephen R. Franks	R&T: DESIGN	354.00	1900006116
District 3	1001020	INTERNATIONAL RIGHT OF	Membership Renewal for Mike Key	R&T: RIGHT OF WAY		100.00	1900006224
District	4	1000193	JEFFERSON CO TREASURER	PETTY CASH-GENERAL SERVICES	GEN SVCS: ADMINISTRATION	74.40	1900005353
District 4	1000193	JEFFERSON CO TREASURER	PETTY CASH-HUMAN RESOURCES	HUMAN RESOURCES ADMIN		8.51	1900005498
District 4	1000193	JEFFERSON CO TREASURER	PETTY CASH-HUMAN RESOURCES	HUMAN RESOURCES ADMIN		6.48	1900005639
District	4	1000193	JEFFERSON CO TREASURER	PETTY CASH-REVENUE REVENUE		358.02	1900005697
District	4	1000193	JEFFERSON CO TREASURER	PETTY CASH-REVENUE REVENUE		162.01	1900005700
District	4	1000193	JEFFERSON CO TREASURER	PETTY CASH-GENERAL SERVICES	GEN SVCS: ADMINISTRATION	131.01	1900005898'
District	4	1000405	NATIONAL COUNCIL OF JUVENILE	Annual Assoc Membership for Jeff McGee # 5776	FC ADMINISTRATION		145.00
				1900005204			
District 4	1000409	NATIONAL ASSOCIATION FOR	Annual Regular Membership for Jeffrey F. McGee	FC ADMINISTRATION			100.00
						1900005203	
District 4	1000904	BRICE BUILDING CO INC	Reimbursable expenses	GEN SVCS: ADMINISTRATION		200,000.00	1900005827
District 4	1002453	CLA ARCHITECTURE INC	Reimbursable expenses	GEN SVCS: ADMINISTRATION		48.55	1900006047
District	4	1004617	BHAM BUSINESS JOURNAL	Subscription for Jeffrey F. McGee	FC ADMINISTRATION	75.16,	1900005201
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: TRUSSVILLE WWTP	2.14	1900005033	
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: SANITATION ADMINISTRATION		85.44	1900005263
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: SANITATION ADMINISTRATION		16.40	1900005265
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: FIVE MILE CREEK WWTP		126.83	1900005281
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: SANITATION ADMINISTRATION		10.42	1900005516
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: TRUSSVILLE WWTP	40.57	1900005597	
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: TURKEY CREEK WWTP		80.68	1900005660
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-BOARD OF REGISTRARS	BD OF REGISTRARS		5.68	1900005687
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: TRUSSVILLE WWTP	24.98	1900005690	
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: LEEDS WWTP		16.56	1900005698
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: TURKEY CREEK WWTP		19.20	1900005699
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: PACKAGE WWTP & PUMP STATIO		211.11	1900005724
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: BIOSOLIDS HANDLING		20.00	1900005755
District	5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: FIVE MILE CREEK WWTP	19.88	1900005872
District	5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: FIVE MILE MAINTENANCE SHOP	124.96	1900005889
District	5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: FIVE MILE MAINTENANCE SHOP,	576.60	1900005894
Joint Responsibility		1000193	JEFFERSON CO TREASURER	PETTY CASH-PROBATE COURT	PROBATE COURT	48.48	1900005716
Joint Responsibility		1000194	GENERAL RETIREMENT SYSTEM	Military Conversion : Lt. Wm.McAnally/Wm.Pooler	SHERIFF ENFORCE-BIRMINGHAM2,	597.14	1900005991

Motion was made by Commissioner Smoot seconded by Commissioner Humphries that the Unusual Demands be approved.

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

REQUEST FOR CERTIFICATION

Commissioner - District 5

Administrative Intern

Department of Revenue - Birmingham

Senior Stores Clerk

Land Development

Administrative Intern

Information Technoloy - Document Mgt. Systems

System Analyst

Roads & Transportation - Right of Way

County Property Manager

Roads & Transportation - Highway Maint. - Ketona Division

Skilled Laborer - 2 positions

Labor Supervisor - 2 positions

Public Works Supervisor

Roads & Transportation - Hwy Traffic Engineering

Senior Stores Clerk

Traffic Sign Painter

Traffic Maintenance Worker - 2 positions

Traffic Maintenance Superintendent

Jefferson Rehabilitation & Health Center - Administration

Deputy Director - Administrative Services

Motion was made by Commissioner Smoot seconded by Commissioner Carns, that the Request for Certification be approved.

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

Communication was read from Budget & Management recommending the following:

A. BUDGET TRANSACTIONS

1. Human Resources \$110,000

Shift funds and add purchasing memorandum to purchase a vehicle, twelve computers and to clear negatives. No Additional Funds Required.

2. Human Resources \$16,000

Shift funds and add purchasing memorandum to purchase a vehicle. No Additional Funds Required.

3. Roads & Transportation \$16,000

Shift funds and add purchasing memorandum to purchase surveying equipment software. No Additional Funds Required.

B. FOR INFORMATION ONLY

Sheriff's Department \$4,449.39

Increase revenue and expenditures to record payment from an insurance adjustment to cover damaged copier. No Additional Funds Required.

Personnel Board \$2,824.79

Add purchasing memorandum to purchase software and licenses. No Additional Funds Required.

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the Budget Amendments be approved.

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

Nov-20-2007-1458

Whereas, It is the policy of the Jefferson County Commission to recognize its corporate citizens for their outstanding accomplishments and contributions to Jefferson County, Alabama; and

Whereas, 2006-2007 is the Centennial Year of the United States Steel Corporation in Alabama; and

Whereas, In 1907, during a period of financial unrest, President Theodore Roosevelt and the U.S. Justice Department gave their approval on November 4, 1907 for the merger of US Steel and Tennessee Coal, Iron and Railroad Company to help restore public confidence in the Nation's economy, thus preserving thousands of Alabama jobs; and

Whereas, Soon after the merger, US Steel significantly expanded iron and steel production in Alabama, creating thousands of new jobs, and initiating social reforms for company employees such as building new homes for workers, establishing community schools, and building the Lloyd Nolan Hospital.; and

Whereas, The steel produced at US Steel by its Alabama employees built the ships, tanks and other military armaments that defended the United States in two world wars, as well as in the Korean and Vietnam Wars; and

Whereas, US Steel continues to create quality family-supporting jobs with health care benefits for some 2,500 skilled employees in Alabama. These employees work at plants and offices including the Fairfield Works, the largest steel making plant in the South; the Fairfield Works Steamless Pipe Mill; US Steel Realty, a major land developer in the Birmingham area; and US Steel's Transtar subsidiary that includes the Birmingham Southern Railroad, Warrior & Gulf Navigation Company and the Mobile River Terminal.

Whereas, US Steel has a long history of supporting philanthropic and community projects to enhance the quality of life in

Alabama such as the Red Mountain Park in Birmingham, which will be the largest urban park in America

Now, be it resolved the Jefferson County Commission wishes to congratulate the United States Steel Corporation for One Hundred Years of Service and Success and joins in the celebration its Centennial Year in the Great State of Alabama..

Adopted by the Jefferson County Commission in Birmingham, Alabama on this the 20th day of November, Two Thousand and Seven.

Bettye Fine Collins, President

Jim Carns, Commissioner

Bobby Humphryes, Commissioner

Sheila Smoot, Commissioner

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

Nov-20-2007-1459

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 3 to the agreement between Jefferson County, Alabama and Warren, Averett, Kimbrough & Marino, LLC for preparation and follow-up for visits to rating agencies in an amount not to exceed \$75,000.

CONTRACT NO. 107-07

AMENDMENT NO. 3

This Amendment to Contract entered into this 10th day of October, 2007, by and between Jefferson County, Alabama (hereinafter referred to as "The Jefferson County Commission") and Warren, Averett, Kimbrough & Marino, LLC, (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the Jefferson County Commission desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

The Contract between the parties entered into on the 28th day of March, 2007, which is attached and made part of this amendment by reference, is hereby amended as follows:

Item 2. Amend the "Scope of Services" paragraph by adding the following:

"Contractor shall assist Jefferson County personnel with preparation for visits to ratings agencies on November 8 and 9, 2007. Contractor will participate in planning meetings, assist with gathering information and advise/assist with planned presentations, as requested by Jefferson County, AL. Contractor representatives will accompany Jefferson County, AL personnel to New York City for scheduled meetings with the ratings agencies on November 8 and 9, 2007, and will participate in such meetings, as directed by Jefferson County, AL personnel. Contractor shall participate in subsequent status meetings as requested by Jefferson County, AL personnel.

Item 4. Amend the "Compensation" paragraph by adding the following:

"The estimated cost for assisting Jefferson County with preparation for the ratings agencies visits is largely dependent on the extent of meetings as requested by the County. The cost of the trip and preparation is expected to range from \$35,000 to \$50,000, plus out of pocket expenses. Total cost is not expected to exceed \$75,000, plus out of pocket expenses. Progress billings will be submitted monthly and will be based on the schedule of hourly rates below. Due to the nature of this project, most of the work will be performed by manager and member level personnel."

HOURLY RATES

Audit Member (Partner) \$265 - \$310

Audit Manager \$180 - \$195

Audit Supervisor \$140 - \$175

Audit Senior \$135 - \$140

Jefferson County Commission

Bettye Fine Collins, President

CONTRACTOR:

James A. Robertson, CPA

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

Nov-20-2007-1460

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the State Lobbyist Renewal Agreement between Jefferson County, Alabama and The Cosby Company to extend the agreement an additional twelve months, beginning October 1, 2007 and ending September 30, 2008, in the amount of \$60,000.

STATE LOBBYIST RENEWAL AGREEMENT

This State Lobbyist Renewal Agreement between the Jefferson County Commission and The Cosby Company, renews the term of the State Lobbyist Agreement dated February 6, 2007, and approved by the Jefferson County Commission on 2-27-07, MB 153, Page(s) 80-82, for an additional 12 months from October 1, 2007 through September 30, 2008, at the same rate of compensation as agreed upon in the original Agreement.

IN WITNESS WHEREOF, the Parties have executed this agreement the 20th day of November, 2007.

JEFFERSON COUNTY COMMISSION

Betty Fine Collins, President

LOBBYIST

Francis Cody, Jr., President

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

Nov-20-2007-1461

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Public Affairs Research Council of Alabama to provide budget counseling services in the amount of \$60,000 including reimbursables.

CONTRACT NO. 334-07

FINANCIAL CONSULTING CONTRACT

THIS AGREEMENT entered into this 2nd day of November, 2007, by and between Jefferson County, Alabama, hereinafter called "the County", and the Public Affairs Research Council of Alabama (PARCA), a non-profit organization authorized to do business in Alabama hereinafter called "the Contractor". The effective date of this agreement shall be November 12, 2007. (Exhibits on file in the Minute Clerk's office)

WHEREAS, the County desires to contract for consulting services for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to furnish said consulting 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:** This Contract results from Jefferson County's Request for Proposal No. 334-07, dated September 27, 2007, the terms of which are included herein by reference. The Contractor shall perform all necessary professional financial services provided under this Contract as required by the Commission. The Contractor shall do, perform and carry out in a satisfactory and proper professional manner the services described in Exhibit A attached hereto and to perform such other tasks of a financial nature as the Commission may authorize from time to time. The parties contemplate that in the event Contractor is requested to perform a service not specifically described or reasonably implied by a provision of Exhibit A, this Agreement may be amended with authorization of the Commission to include such task.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional financial consulting services to the Commission at any time after the effective date of this Contract and execution of the Contract by both Parties for a period of one-year with renewal, at the County's option, and Commission approval, for two (2) additional one-year periods, not to exceed three (3) full years.
4. **COMPENSATION:** The Contractor shall be compensated for services rendered at a fixed fee cost not to exceed \$50,000.00 per year.

Contractor shall be compensated for services rendered at hourly rates in accordance with Exhibit B attached, upon submission of

an invoice to the President, Jefferson County Commission for approval, denoting services rendered and cost. Contractor shall also be reimbursed for the reasonable direct out of pocket expenses incurred in the type customarily reimbursed to lawyers and accountants, not to exceed \$10,000.00 per year, upon presentation of separate invoice denoting reimbursable items and actual cost. Contractor shall present monthly invoices for services rendered and expenses.

While this Agreement provides a ceiling on the amounts payable pursuant hereto, the Parties contemplate that the County will review periodically the reasonableness of the fees and expenses and retains the right, in its sole and absolute discretion, to terminate this agreement if fees are deemed excessive or work product unnecessary or unsatisfactory.

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. Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

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. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination.

14. **CONFLICTS OF INTEREST:** During the term of this agreement, Contractor agrees not to represent any party with respect to any matter pending before the County without disclosing the nature of such representation, the amount and basis of any fees to be charged with respect thereto, and receiving the written consent of the County to such representation as evidenced by an amendment to this agreement approved by the Commission.

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
James W, Williams, Executive Director

JEFFERSON COUNTY, ALABAMA
Bettye Fine Collins, President

PARCA

Jefferson County Commission

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

Nov-20-2007-1462

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Service Agreement between Jefferson County, Alabama and Motorola for maintenance on radio and logging recording system for FY07-08 in the amount of \$689,897.52.

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

The District 3 Commissioner Bobby Humphrye's resolution regarding County automobile was removed from agenda for consideration.

Nov-20-2007-1463

BE IT RESOLVE BY THE JEFFERSON COUNTY COMMISSION that the appointment of Marvin E. Fletcher to serve on the Forestdale Fire District Board of Trustees beginning upon approval and ending September, 2012, be and hereby is approved.

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

Communication was read from Roads & Transportation recommended the following;

1. Alabama Gas Corporation to install 5,904' of 4" and 2" gas main in Colonial Promenade at Tannehill.
2. Trussville Utilities to install 1,400' of 4" gas main on Trussville Clay Road at Long Meadow Drive.
3. Saiia Construction to install 1,500' of road improvement on Pocahontas Road near Kings Court (Rosser Farms).

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

Nov-20-2007-1464

A RESOLUTION IDENTIFYING SURPLUS COUNTY EQUIPMENT AND
AUTHORIZING THE DISPOSAL OF SAID EQUIPMENT VIA AUCTION
BY THE SHERIFF'S DEPARTMENT

WHEREAS, the County Fleet Manager has determined the following piece of equipment to be surplus and of no further use to the County.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following County asset is hereby declared surplus property removed from the fixed assets inventory and disposed of via auction by the Sheriff's Department

Vehicle	Vin	Description
A026034	1GKDS13S822498667	SUV AT2 ENVOY 02

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

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

Nov-20-2007-1465

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: November 8, 2007

Purpose: Payment Bank of New York C/o Countrywide Home Loans for Acquired right-of-way, - 0.03 acres (more or less) TOPICS VII Site 3 Tract No. 13 Heflin Avenue and Riderwood Trail
Site Address: 1632 Heflin Way East, B ham. 35214-3134

Agent: Jim Miller

Price: \$1,380.00

Pay to the order of: Bank of New York. - C/O Countrywide Home Loans

Mailing Address: 7105 Corporate Drive PTX C3-30
Plano, TX 71024

Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.961.D

Check Delivery Code 41

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

Nov-20-2007-1466

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 Timberline Building Company, Inc. for roadway improvements.

JEFFERSON COUNTY SUBDIVISION SURETY DEPOSIT AGREEMENT

Timberline Building Company, Inc.
Developer
Timberline's Addition to Innsbrook, Phase II
Project
Paving Seal Coat
Improvements
To be determined by Jefferson County
Completion Date
\$16,000.00
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:

7951 Wynwood Road
Trussville, AL 35173
Fax # (205) 655-1119

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

Betty Fine Collins, President

Jefferson County Commission

Timberline Building Company, Inc.

_____, President

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

Nov-20-2007-1467

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 D. R. Horton, Inc. for roadway improvements.

JEFFERSON COUNTY SUBDIVISION SURETY DEPOSIT AGREEMENT

D. R. Horton, Inc.
Developer
Deerfoot Pointe Subdivision
Project
Seal Coat
Improvements
August, 2011
Completion Date
\$106,508.25
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:

D. R. Horton, Inc.
2090 Columbiana Road
Suite 4000
Birmingham, AL 35146 Fax # 822-7817

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

D. R. Horton, Inc.

_____, Division Controller

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

Nov-20-2007-1468

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 Stan Parker for roadway improvements.

JEFFERSON COUNTY SUBDIVISION SURETY DEPOSIT AGREEMENT

Stan Parker
Developer
South Crest Subdivision, Sector III
Project
Seal Coat Maintenance Bond
Improvements
October 2008 or upon completion of 9th house (the later of the two)
Completion Date
\$1250.00
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:

Stan Parker
3004 Dundee Lane
Birmingham, AL 35242
(205) 281-7625

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

Stan Parker

Stan Parker, Manager

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

Nov-20-2007-1469

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-2007-097 Sommerset Partners, LLC, owner; Claude Fountain, agent. Change of zoning on Parcel ID # s 38-32-1-1-2, 2.1, 2.4 & 3.6 in Section 32 Twp 19 Range 4 West from A-1 (Agriculture) to R-G (Single Family) for a single family residential subdivision. (Case Only: 5710 Rockdale Road, Bessemer, AL 35022) (McCALLA) (7.8 Acres M/L)

RESTRICTIVE COVENANTS: 1. Submission of a preliminary drainage study to be approved by the Department of Roads & Transportation. 2. Submission of a traffic study for Eastern Valley Road to be approved by the Department of Roads & Transportation, such study to take into account the development currently in question along with all previously-approved development(s); and any anticipated future development that will access through the previously-approved development. 3. The developer shall dedicate a minimum of 25 feet of right of way from the centerline of Rockdale Road. 4. The subject property of this case shall be developed with no more than thirty (30) lots.

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

Nov-20-2007-1470

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Letter Agreement between Jefferson County, Alabama and Dell Marketing, L.P. to provide consulting services for the LANDesk Enterprise Edition (suite of tools that will allow IT to proactively manage systems, security, services and process) in the amount of \$57,277.50.

Dell Marketing, L.P.
One Dell Way
MS RR8- 07
Round Rock, Texas 78682
Telephone 512. 724.5749
Fax 512. 283.9092

October 19, 2007
Jefferson County, Alabama

This letter agreement is to confirm that Dell Marketing L.P. (Dell) will out-source the work to perform the services described on the attached exhibit A, for Jefferson County, Alabama ("Customer").

The total fixed-fee for the services identified in Exhibit A (inclusive of travel and related expenses) is USD \$57,277.50, as indicated in Purchase Order 268485.

This letter agreement and the applicable services terms and conditions set forth in the attached exhibit B are the complete and exclusive agreement between Dell and Customer with regard to performance of the services described herein, and supersede all prior oral or written proposals, agreements, representations and other communications between the parties with respect to the services described herein, and shall prevail notwithstanding any different, conflicting or additional terms and conditions which may appear on any order or other document submitted by Customer. (Exhibits on file in the Minute Clerk's office)

Best Regards,

Allison Akers Contracts Consultant Dell Marketing L.P.

Accepted and agreed:

Bettye Fine Collins, President
Jefferson County, Alabama

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

Nov-20-2007-1471

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the official bond(s) of the following in the sum of \$2,000 each and that RLI Insurance Company, be and the same hereby is properly approved and that the President of this Commission be, and hereby is authorized, directed and empowered to note the approval of the County Commission of Jefferson County, Alabama upon said bonds.

There are twelve bonds for Deputy Sheriff (for Commission approval only)

Solomon Cope	Adrian A. Dansby	Jason D. DeRamus	Michael E. Green
Richard J. Haluska	Ryan Holley	James R. Harris	Chad A. King
Tonya Fay Moore	Russell E. Roberson	Thomas C. Smith	Donovan C. Wilkerson

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

Nov-20-2007-1472

Whereas, the Jefferson County Sheriff's Office has received notice of a grant award through the Office of Justice Programs: Edward Byrne Memorial Justice Assistance Grant (JAG); and

Whereas, the amount of funding available is \$238,233; and

Whereas, this grant requires no matching funds.

Now Therefore Be It Resolved that the Jefferson County Commission approves acceptance of the 2007 Justice Assistance Grant (JAG).

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

Nov-20-2007-1473

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the worker's compensation claim of Terry Guinn in the amount of Eleven Thousand Five Hundred Sixty Seven and 26/100 (\$11,567.26) Dollars.

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

Nov-20-2007-1474

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Director is directed to issue a check in the amount of Three Thousand Four Hundred and no/100 (\$3,400.00) Dollars to Jack Waits and his Attorney, Douglas McElvy, in settlement of his sewer backup claim and that further, County forces are authorized to patch a small excavation in the parking lot of Mr. Waits' laundromat located at 7765 Second Avenue South, in Birmingham, Alabama.

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

Nov-20-2007-1475

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Director is directed to issue a check in the amount of Nine Hundred Forty Three and 78/100 (\$943.78) Dollars to Theresa Fluellen representing a refund of sewer service charges for the previous 12 month period.

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

Nov-20-2007-1476

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Michael Guilsher's claim in the amount of Twelve Thousand Six Hundred and no/100 (\$12,600.00) Dollars for the complete replacement of his driveway located at 109 Delmar Terrace, Mountain Brook, Alabama 35213, is denied.

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

Nov-20-2007-1477

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Wilma Jean Livingston is approved in the amount of One Thousand Five Hundred and 00/100 (\$1,500.00) Dollars. Be it further resolved by the Jefferson County Commission that the Director of Finance is hereby directed to issue a check in the amount of \$1,500.00 made payable to "Bobby Lott, Jr., Attorney and Wilma Jean Livingston" and forward to the County Attorney for disbursement.

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

Nov-20-2007-1478

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a release of liability to Roland Pugh Construction Company, Inc. from any further liability arising from the allegations contained in the original indictment in the criminal case styled USA v. Roland Pugh Construction Company, Inc., et al., CR-00542-RDP-PWG, in exchange for their forfeiture of \$239,652.00 owed them by the County for work performed for the Environmental Services Department.

RELEASE

This is an agreement between Jefferson County and its authorized representatives and Roland Pugh Construction Company, Inc. In this Agreement Roland Pugh Construction Company, Inc. has agreed to forfeit sums owed to it and Jefferson County, its agencies and representatives, have agreed to forever release Roland Pugh Construction Company, Inc., from any further liability arising out of the allegations contained in the original indictment in the criminal case styled U.S.A. v. Roland Pugh Construction, Inc., et al., CR-00542-RDP-PWG. The specifics of this release agreement are the following:

1. Roland Pugh Construction Company, Inc., agrees to forfeit the sum of \$239,652.00 which is owed to them for work performed for the Environmental Services Department.
2. Jefferson County, its agencies, agents, employees and/or representatives herein agree, in consideration for the forfeiture of \$239,652.00 to forever release Roland Pugh Construction Company, Inc. from any liability from any and all claims arising from the

allegations contained in the original indictment in the criminal case styled U.S.A. v. Roland Pugh Construction, Inc., et al., CR-00542-RDP-PWG

3. The terms of this release represent the entire agreement between these parties.

4. Jefferson County herein acknowledges that the agent or representative who executes this agreement on behalf of Jefferson County is authorized to do so, and the execution by that agent for Jefferson County occurs within the scope and authority of their employment.

Dated this 20th day of November, 2007.

JEFFERSON COUNTY, ALABAMA

BETTYE FINE COLLINS, President

Jefferson County Commission

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

Nov-20-2007-1479

WHEREAS, the Jefferson County Commission and the City of Birmingham entered into a month-to-month contract for animal control services with BJC Animal Control Services, Inc., beginning October 1, 2007; and

WHEREAS, said month-to-month contract requires the parties to give thirty (30) days notice prior to termination of said contract.

NOW THEREFORE BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION hereby approves the extension of the aforementioned contract for an additional thirty (30) days.

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

Nov-20-2007-1480

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and Oak Grove Memorial Park & Recreation, Inc. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Oak Grove Memorial Park & Recreation, Inc. (hereinafter called the "Contractee").

W I T N E S S E T H:

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

WHEREAS, the County recognizes that quality education and exposure to educational, cultural and recreational experiences for children generate substantial social and healthful activity and improves and enhances the quality of life in Jefferson County; and

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2008.
2. The County shall pay to the Contractee a lump sum payment of \$50,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide funds for seating, the construction of football concessions and press box, insurance and utilities at the Oak Grove Memorial Park.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2008 whichever shall first occur.

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Oak Grove Memorial Park & Recreation, Inc.

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

Nov-20-2007-1481

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

AMENDMENT TO AGREEMENT

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

The Agreement by and between Jefferson County, Alabama and Jefferson County Board of Education (Oak Grove High School) approved by the Jefferson County Commission on February 27, 2007 (Minute Book: 153; Page: 115) is hereby amended as follows:

Amend Paragraph 1 as follows:

"The term of this Agreement shall begin upon execution of this contract and end December 31, 2007."

Amend Paragraph 4 to add the following:

"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 December 31, 2007, whichever shall first occur."

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

Jefferson County, Alabama

Bettye Fine Collins, President

Jefferson County Commission

Jefferson County Board of Education

Dr. Phil Hammonds, Superintendent

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

Nov-20-2007-1482

BE IT RESOLVED by the Jefferson County Commission that the Commission, District 3 annual salary for each of the following positions be changed as follows effective November 24, 2007: Appointed Confidential Secretary County Commission (classification #094601) be increased from \$46,342.40 to \$50,000.00; Appointed Administrative Secretary County Commission (classification #094602) be increased from \$46,342.40 to \$48,500.00; and Appointed Administrative Assistant County Commission (classification #094628) be increased from \$66,955.20 to \$70,000.00.

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

Commissioner Collins stated that the meeting of the Jefferson County Commission would recess for five minutes to be reconvened for rezoning hearing.

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:

Nov-20-2007-1483

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-2007-092 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 thereof by the Department of Roads & Transportation.

RESTRICTIVE COVENANT: All exterior lighting to be directional (e.g., downward) and turned off at 10 P.M.

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that Z-07-092 be approved subject to filing of

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

Z-2007-107 Emma L. Haynes, owner; Queen E. Johnson, agent. Change of zoning on Parcel ID# 12-23-2-2-2, Lot 34 according to the Map of Washington Hills Subdivision in Section 23 Twp 16 Range 1 West from R-2 (Single Family) to A-1 (Agriculture) for a mobile home. (Case Only: 4417 Hammond Road, Birmingham, AL 35235) (TRUSSVILLE) (1 Acre M/L)

RESTRICTIVE COVENANT: No more than one mobile home.

Motion was made by Commissioner Carns seconded by Commissioner Smoot that Z-07-107 be approved subject to filing of covenants. Voting "Aye" Carns, Smoot, Collins and Humphryes.

Z-2007-077 Richards Properties, LLC, owner; Jefferson County Commission, Frank Humber, agent. Change of zoning on Parcel ID# 22-11-3-1-2.0 in Section 11 Twp 17 Range 3W from I-3 (Industrial) to C-U (Current Use) as a means of temporarily holding development of the property until such time as it is rezoned to a classification that is in accordance with the Jefferson County Land Use Plan. (Case Only: 4201 Campbell Lane, Birmingham, AL 35207) (HOOPER CITY) (34 Acres M/L)

RESTRICTIVE COVENANTS: 1. There shall be no access to Progress Street; 2. the development shall be limited to one access only on Campbell Lane; 3. the development shall maintain a 50-foot setback from Progress Street, 22nd Street North, and the rear of all properties that front along 22nd Street North; 4. a minimum 20-foot landscape buffer strip shall be installed and maintained along Progress Street, and shall include one row of shade trees to be planted every 30 feet and one row of evergreen shrubs; 5. a minimum 15-foot landscape buffer strip shall be installed and maintained along Campbell Lane, and shall include one row of shade trees to be planted every 50 feet and one row of evergreen shrubs; 6. the developer shall provide a right turn lane on Campbell Lane; and, 7. all loading and unloading areas shall be oriented toward the interior of the property (i.e., toward the central access drive depicted on the submitted site plan).

Motion was made by Commissioner Smoot seconded by Commissioner Humphryes that Z-07-077 be rezoned to C-U (Current Use). Voting "Aye" Smoot, Humphryes, Carns and Collins.

Z-2007-094 Thomas F. Talbot, owner; Hunter Williams, agent. Change of zoning on Parcel ID#s 28-21-1-2-13 & 51 in Section 21 Twp 18 Range 2 West from R-1 (Single Family) to C-P (Preferred Commercial) for professional office buildings. (Case Only: 4130 & 4131 Cloverleaf Drive, Birmingham, AL 35243) (CAHABA HEIGHTS) (2.8 Acres M/L)

RESTRICTIVE COVENANTS: 1. property shall be developed in accordance with the revised site plan, elevations and renderings presented at the October 11, 2007 meeting of the Planning & Zoning Commission; and, 2. the developer shall obtain and provide a letter of approval or other similar documentation from the Alabama Department of Transportation certifying that the development does not conflict with any State requirements, standards or recommendations related to Highway 280.

IN ADDITION, the Planning & Zoning Commission also recommends to the Jefferson County Commission that additional study be made regarding the re-opening of Cloverleaf Drive as a through street.

Motion was made by Commissioner Smoot seconded by Commissioner Collins that Z-07-094 be denied. Voting "Aye" Smoot, Collins, Carns and Humphryes.

Z-2007-098 Burt Carroll and Steven Cain, owners; B.E. Harris, agent. Change of zoning on Parcel ID # s 40-8-2-0-8 & 40-8-3-1-8 in Section 8 Twp 19 Range 2 West from R-1 (Single Family) to R-4 (Multi-Family) for condominiums. (Case Only: 3750 Chestnut Ridge Lane, Birmingham, AL 35216) (HOOVER) (6 Acres M/L)

REZONED PARCEL 40-8-2-0-8 ONLY (as reflected on the site plan presented at the October 11, 2007 meeting of the Planning & Zoning Commission), said rezoning to be CONTINGENT upon submission of a preliminary drainage study to be approved by the Department of Roads & Transportation.

Motion was made by Commissioner Carns seconded by Commissioner Humphryes that Z-07-098 be carried over to the December 18, 2007 Commission rezoning hearing for applicant to prepare and submit a traffic study. Voting "Aye" Carns, Humphryes, Collins and Smoot.

Z-2007-099 W.T. McCormick, owner; Timothy Wooten, agent. Change of zoning on Parcel ID # 7-32-4-0-part of 25 in Section 32 Twp 15 Range 3 West from A-1 (Agriculture) to I-1 (Light Industrial) for expansion of portolet business. (Case Only: 3283 Mount Olive Road, Mount Olive, AL 35117) (MOUNT OLIVE) (0.7 Acres M/L)

Motion was made by Commissioner Humphryes that Z-07-099 be approved. There was no second to the motion.

Motion was made by Commissioner Collins seconded by Commissioner Smoot that Z-07-099 be denied. Voting "Aye" Collins, Smoot and Carns. Voting "Nay" Humphryes.

Thereupon the Commission Meeting was adjourned to meet Tuesday, November 27, 2007 at 10:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk

END OF MINUTE BOOK 154