

STATE OF ALABAMA)

JEFFERSON COUNTY) January 30, 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 3 Bobby Humphries

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Humphries seconded by Commissioner Carns that the Minutes of January 23, 2007, be approved. Voting "Aye" Humphries, Carns, Collins and Langford.

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Jan-30-2007-131

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Special Meeting of the Jefferson County Commission held on January 22, 2007 at 11:00 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 Humphries and seconded by Commissioner Langford, voting "Aye" Humphries, Langford, Carns and Collins.

Unusual Demand

1. Center for Medicare & Medicaid Services Civil Money Penalty Jefferson Rehab & Health \$6,500.00

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

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Jan-30-2007-132

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by J. C. Vines, d/b/a Smith Camp Store located at 8763 Smith's Camp Road, Adger, AL 35006, for an on and off-premise retail beer license, be and hereby is approved.

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

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STAFF DEVELOPMENT

Multiple Staff Development

Board of Equalization/2 Participants			
Robert A. Rogers		Florence, Alabama	\$701.09
Don McAllister		Alabama Assn. of Assessing Officials February 25 - March 2, 2007	\$1,135.57
Board of Equalization			
Richard M. Callahan		Tuscaloosa, Alabama	\$225.00
Dwight Holsomback		AL IX: Personal Property Appraisal Manual January 22 -26, 2007	\$225.00
Family Court/3 Participants			
Mandy Vance		Orange Beach, Alabama	\$257.48
Alfred Bell		"Social Workers Managing Change" Training Course	\$480.60
Steven Vance		February 26-28, 2007	\$480.60
Roads & Transportation/3 Participants			
Terry Rich		Auburn, Alabama	\$364.84
Tracy Pate		50 <sup>th</sup> Annual Transportation Conference	\$364.84
Stephen R. Franks		February 20-22, 2007	\$438.97
Roads & Transportation/10 Participants			
William J. Corley		Tuscaloosa, Alabama	\$75.00
Barry Isbell		Alabama Vegetation Management Society	\$75.00
Robert Carroll		February 27-28, 2007	\$75.00
Adam Laney			\$75.00
Robert Ryan			\$75.00
Roy Perry			\$75.00
Roger Gossett			\$75.00
Mike Mitchell			\$75.00
Wayne Miller			\$75.00
Christopher Hayes			\$75.00
Sheriff's Dept./2 Participants			
Diane Haskins		Franklin, Massachusetts	\$1,724.82
Brenda Thompson		Complex Latent Print Examination February 4-10, 2007	\$1,890.59
Individual Staff Development			
Jim Carns	Commission	Montgomery, Alabama Alabama Local Government Training Institute January 24-25, 2007	\$630.48
Robert Brissie, M.D.	Coroner	Montgomery, Alabama Alabama Sheriff's Assn. 2007 Winter Conference January 28-30, 2007	\$504.74
H. Paul Landreth, Jr.	Environmental Services	Nashville, Tennessee Pumper & Cleaner Environmental Expo February 6-11, 2007	\$1,115.50
Joy Smith	Jefferson Rehab & Health Center	Pelham, Alabama Social Work Practice in Long Term Basic Course February 7-8, 2007	\$160.00
Beverly Fields	Jefferson Rehab & Health Center	Pelham, Alabama Social Work Practice in Long Term Basic Course March 22-23, 2007	\$160.00
Brent Handley	Roads & Trans	Kansas City Missouri APWA Meeting February 7-10, 2007	\$126.00
Wendell Ray	Roads & Trans	Montgomery, Alabama Drilled Shaft Foundation Inspection Class January 16-18, 2007	\$252.72
E. Wayne Sullivan	Roads & Trans	Milwaukee, Wisconsin NACE 2007 Annual Meeting, Management & Technical Conf. April 21-26, 2007	\$1,751.97
E. Wayne Sullivan	Roads & Trans	Washington, DC NACO 2007 Legislative Conference March 2-4, 2007	\$371.30
William Voigt	OSCS	Montgomery, Alabama 2007 AGS Conference March 28-30, 2007	\$314.50

Maxrell David Owen	Sheriff's Dept.	Tuscaloosa, Alabama NLC Training on Obscenity & Child Sexual Exploitation February 20-22, 2007	\$210.42
Personnel Board - For Information Only			
Evelyn Ray		Birmingham, Alabama Interaction Style Connection February 2, 2007	\$125.00
Roosevelt Butler		San Diego, California CUE Lawson User March 3-7, 2007	\$3,618.29

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

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

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

1. Information Technology - Technical Services from Dell Marketing LP, Round Rock, TX for GIS Arc Server, \$10,149 total.  
Ref. Tag # 790203                      Ref. Bid # 82-03
2. Cooper Green Mercy Hospital from University of Alabama Health Services Foundation, PC, Birmingham, AL to provide referred inpatient and outpatient services not provided by CGMH, \$1,000,000 total.                      Ref. Tag# 790527, 790530    Ref. PO# 264959
3. Cooper Green Mercy Hospital from UAB Managed Care, Birmingham, AL to provide referred inpatient and outpatient services not provided by CGMH, \$2,000,000 total.    Ref. Tag# 790527,790530    Ref. PO# 264959
4. Cooper Green Mercy Hospital - Stores from VMP, Boca Raton, FL for stroller/car seat combination, \$7,500 total.  
Ref. Tag# 786108    Ref. Bid # 98-07
5. Board of Equalization from Modern Business Machines, Birmingham, AL to purchase Sharp ARM-455UCT copier, \$4,899 total.  
Ref. Tag# 789929    Ref. Bid# 251-05

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

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JEFFERSON COUNTY COMMISSION  
Finance Department  
Unusual Demands  
January 30, 2007

Vendor Number	Vendor	Description	Department	Amount
JOINT RESPONSIBILITY				
01	0010156	ALABAMA MESSENGER	2007 SUBSCRIPTION BARRY STEPHENSON	TREASURER 15.00
02	0010289	AMERICAN POLYGRAPH	MEMBERSHIP CYNTHIA MOBLEY	SHERIFF: BHAM ENFORCEMENT 150.00
03	0010289	AMERICAN POLYGRAPH	MEMBERSHIP JAMES PHILLIPS JAMES WEST	SHERIFF: BHAM ENFORCEMENT 300.00
04	0010661	JEFF CO DEPUTY TREASURER	PETTY CASH DB	TAX ASSESSOR-BESSEMER 1034.58
05	0010749	C D PUBLICATIONS	ANNUAL SUBSCRIPTION	SHERIFF: BHAM ENFORCEMENT 458.00
06	0010924	COBBS ALLEN & HALL	AL POLYGRAPH EXAMINER	SHERIFF: BESS ENFORCEMENT 16.00
07	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	SHERIFF: BHAM ENFORCEMENT 8.10
08	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	PROBATE COURT 692.00
09	0011862	INTERNATIONAL ASSOCIATION	MEMBERSHIP FRANK CLIFTON	SHERIFF: BHAM ENFORCEMENT 100.00
10	0011862	INTERNATIONAL ASSOCIATION	MEMBERSHIP JENNIFER KILBURN	SHERIFF: BHAM ENFORCEMENT 100.00
11	0011954	JEFF CO SHERIFFS DEPT	JEFFERSON CO SHERIFFS DEPT	SHERIFF: BHAM ENFORCEMENT 15528.65

12	0012234	MATTHEW BENDER & CO	MATTHEW BENDER	BD OF EQUALIZATION	74.70
13	0020894	REALTY INSURANCE AGENCY	PUBLIC OFFICIAL BOND	PROBATE COURT	125.00
14	0029653	INTNL ASSOC FOR PROPERTY	MEMBERSHIP CHARLIE RICHARDSON	SHERIFF: BHAM ENFORCEMENT	50.00
15	0038164	JOSEPH R MCCLENEY JR	REFUND DUPLICATE APPLICATION FEE	STORM WATER MANAGEMENT	400.00
ROADS & TRANSPORTATION					
16	0023083	DAUN KING	TRAVEL REIMBURSEMENT	EMERGENCY MANAGEMENT	109.95
17	0031077	WESLEY ROBERT GREGORY	TUITION REIMBURSEMENT	R&T: TRAFFIC ENGINEERING	320.00
18	0033170	CHARLES CLECKLER	TUITION REIMBURSEMENT	LAND DEVELOPMENT	240.00
19	0038271	SANDRA K WEEKS	SAFE ROOM GRANT REBATE	EMA GRANT PROGRAMS	2203.16
20	0038272	WILLENE BARNETT	SAFE ROOM GRANT REBATE	EMA GRANT PROGRAMS	1875.00
ENVIRONMENTAL SERVICES					
21	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	ES: SANITATION ADMINISTRATION	836.17
HEALTH AND HUMAN SERVICES					
22	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	CORONER/MEDICAL EXAMINER	128.00
23	0017965	NATNL ASSOC OF PUBLIC	MEMBERSHIP NAPH	CGH: ADMINISTRATION	41000.00
24	0029820	MCJEA TREASURER	EXECUTIVE ASSOCIATION DR BRISSIE	CORONER/MEDICAL EXAMINER	50.00
25	0035927	PAULA CHAVIS	TUITION REIMBURSEMENT	CGH: PERSONNEL	567.00
FINANCE AND GENERAL SERVICES					
26	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	FINANCE SEWER SERVICES	54.68
27	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	REVENUE	62.33
28	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	GEN SVCS: ADMINISTRATION	327.63
29	0011499	GIATTINA FISHER AYCOCK	ARCHITECTURAL SERVICES	GEN SVCS: ADMINISTRATION	3889.75
30	0011499	GIATTINA FISHER AYCOCK	REIMBURSABLE EXPENSES	GEN SVCS: ADMINISTRATION	12806.42
31	0011499	GIATTINA FISHER AYCOCK	REIMBURSABLE EXPENSES	GEN SVCS: ADMINISTRATION	2644.61
32	0023668	HATCHER DESIGN	PROFESSIONAL SERVICES	GEN SVCS: ADMINISTRATION	2248.86
33	0023668	HATCHER DESIGN	PROFESSIONAL SERVICES	GEN SVCS: ADMINISTRATION	1457.50
34	0023668	HATCHER DESIGN	PROFESSIONAL SERVICES	GEN SVCS: ADMINISTRATION	3142.50
35	0023668	HATCHER DESIGN	PROFESSIONAL SERVICES	GEN SVCS: ADMINISTRATION	785.00
36	0023668	HATCHER DESIGN	PROFESSIONAL SERVICES	GEN SVCS: ADMINISTRATION	1017.50
37	0028048	MS SENIOR ALABAMA INC	MS SENIOR ALABAMA GRANT	JEFF CO SENIOR CITIZENS	5000.00
38	0038261	LEONARD ROBBINS	REFUND INSURANCE PREMIUMS	HUMAN RESOURCES	211.54
39	0038274	MELVIN BISHOP	CLAIM FOR DAMAGE	HUMAN RESOURCES	4802.27
40	0038275	JAMES DIXON	CLAIM FOR DAMAGE	HUMAN RESOURCES	1585.74
41	0038276	IRENE SCOTT	CLAIM FOR DAMAGE	HUMAN RESOURCES	517.90
INFORMATION TECHNOLOGY					
42	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	INFORMATION TECHNOLOGY	272.92
PERSONNEL BOARD					
43	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	PER BD: TESTING	32.00
44	0036230	TIFFANY M OWENS	TUITION REIMBURSEMENT	PER BD: WORKFORCE	1020.00
45	0038044	PAULA STARLING	PARKING REIMBURSEMENT	PER BD: TESTING	30.00
46	0038262	MARK BENDAUM	MILEAGE REIMBURSEMENT	PER BD: TESTING	151.73

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

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

#### REQUEST FOR CERTIFICATION

Cooper Green Mercy Hospital - Central Supply

Central Supply & Materials Supervisor

Cooper Green Mercy Hospital - Laboratory

PCT

Cooper Green Mercy Hospital - Accounting

Administrative Assistant II

Cooper Green Mercy Hospital - E.R. Registration

Medical Clerk

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

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

Communication was read from Budget & Management recommending the following:

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

1. Family Court \$3661,701.41

Increase revenue and expenditures to set up the budget for the Clerk of the Court contract for FY2007. No Additional Funds Required.

2. Economic Development \$105,687

Delete an Office Assistant (Gr. 7), three Sr. Administrative Analyst (Gr. 24) and a Principal Human Resource Planner (Gr. 27) and add two Administrative Assistant II (Gr. 13) and eight Human Resource Planners (Gr. 21). Annual difference \$105,687. No Additional Funds Required.

3. Economic Development \$91,270

Delete an Administrative Analyst (Gr. 21), an Administrative Assistant I (Gr. 10) and add a Sr. Auditor (Gr. 23), a Senior Human Resource Planner (Gr. 24) and a Land Acquisition Agent (Gr. 21) and an Administrative Assistant II(Gr. 13). Annual difference \$91,270. No Additional Funds Required.

4. Roads & Transportation \$81,973.62

Increase revenue and expenditures to record a disaster relief reimbursement from FEMA that will be used to purchase new computers. No Additional Funds Required.

5. Tax Assessor - Bessemer \$5,181.60

Rollover funds to cover encumbrances that rolled forward from FY06 to FY07. No Additional Funds Required.

**B. FOR INFORMATION ONLY**

Personnel Board \$149,282.69

Rollback funds from FY07 to FY06 per request from the Personnel Board. Funds were originally rolled forward to cover encumbrances that rolled forward from FY06 to FY07. 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 and Collins.

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Jan-30-2007-133

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following changes to Jefferson County polling locations, be and hereby is approved.

- (a) Leeds High School (Precinct 4509 - 8404 - Greenwave Drive, Leeds, AL 35094) to Leeds First United Methodist Family Life Center (1189 6<sup>th</sup> Street, Leeds, AL 35094) due to gym being demolished.
- (b) Fire Station #32 Birmingham (Precinct 4803 - Highway 280 South, Birmingham, AL 35243) to St. Thomas Episcopal Church (2870 Acton Road, Birmingham, AL 35243) due to overflow parking which had voters parking and walking across a dangerous highway.
- (c) Concord Baptist Church (Precinct 1507 - 5951 Warrior River Road, Bessemer, AL 35023) to Concord Highland Baptist Church (100 Concord Highland Drive, Concord, AL 35023) due to Concord Baptist Church being no longer available.
- (d) Homewood Park and Recreation Center (Precinct 5213 - 1632 Oxmoor Road, Birmingham, AL 35209) to Homewood Exceptional Foundation (1616 Oxmoor Road, Birmingham, AL 35209) due to the Recreation Center being no longer available.

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

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Jan-30-2007-134

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Jeffrey and Patricia Patton in the amount

of Five Thousand Five Hundred Twenty Five and 00/100 (\$5,525.00) Dollars is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of Finance is hereby directed to issue a check made payable to Jeffrey and Patricia Patton in the amount of \$5,525.00 and forward it to the County Attorney for disbursement.

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

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Jan-30-2007-135

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Brunetta Simmons in the amount of Fifteen Thousand Six Hundred Eighty Nine and 95/100 (\$15,689.95) Dollars is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of Finance is hereby directed to issue a check made payable to Brunetta Simmons in the amount of \$15,689.95 and forward it to the County Attorney for disbursement.

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

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Jan-30-2007-136

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute Amendment No. 2 to the Agreement for Program Management Services for the Jefferson County Consent Decree Program between Jefferson County and Burk-Kleinpeter, Inc., in which the scope of the original agreement is amended thus resulting in a **reduction** in the amount of \$2,026,700.00.

AMENDMENT NO. 2

TO THE

AGREEMENT FOR PROGRAM MANAGEMENT SERVICES

FOR THE

JEFFERSON COUNTY CONSENT DECREE PROGRAM

The document shall AMEND the scope of the original AGREEMENT and subsequent amendment between Jefferson County and Burk-Kleinpeter, Inc. identified as the "Agreement for Program Management Services for the Jefferson County Consent Decree Program."

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

WHEREAS, the COUNTY and the CONSULTANT have previously entered into an Agreement dated January 13, 2004 and amended August 2, 2005 for the provision of Program Management Services; and

WHEREAS, the COUNTY now desires a reduction in the Scope of Work in accordance with the provisions of Article IV, Section 1 of the original Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed between parties that the AGREEMENT shall be modified as follows:

**ARTICLE I - SCOPE OF WORK**

The Scope of Work included in the Agreement for Program Management Services for the Jefferson County Consent Decree Program between the COUNTY and the CONSULTANT is hereby amended as follows:

1. Delete work items 1-17 of the original Agreement and all work items included in Amendment No. 1; however, necessary services associated with closeout of the above referenced deleted work items, including record organization and transfer of records to the County, shall be included in the Scope of Work for this amendment.
2. Modify work item 18 of the original agreement as follows:
  - "18. Perform other work related to the Consent Decree Program including:
    - a). Full time on-site project management services for the Valley Creek WWTP Peak Flow Influent Pump Station repairs for the duration of the project.
    - b). Project management services required to complete the Supplemental Environmental Project (SEP) Final Report and other necessary SEP-related services."

**ARTICLE II - TIME OF BEGINNING AND COMPLETION**

The work deleted under this AMENDMENT shall cease within ten (10) days of receipt of written notice except necessary closeout work as referenced in Article I above. The remaining work shall continue until August 31, 2008, or until the specified end of the scope item if it is earlier.

**ARTICLE III - PAYMENT**

For the remaining work contemplated under this AMENDED AGREEMENT, including the remaining work in the original AGREEMENT and subsequent amendments, the COUNTY will pay the CONSULTANT in accordance with the unit rate schedule shown in Attachment 1.

The contract amount shall be reduced by \$2,026,700.00 for a total amended contract amount of \$6,439,950.00, which shall not be exceeded except by formal amendment to the Agreement.

**ARTICLE IV**

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the \_\_\_\_\_ day of \_\_\_\_\_ 2006.

BURK-KLEINPETER, INC.

O. Jeffrey Wood, Vice President

RECOMMENDED:

Robert Henderson, Director

Environmental Services Department

ATTEST:

Minute Clerk

JEFFERSON COUNTY COMMISSION

Bettye Fine Collins, President

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

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Jan-30-2007-137

WHEREAS, Jefferson County, Alabama is a Participating Jurisdiction in the American Dream Down-payment Initiative (ADDI) Program funded by the United States Department of Housing & Urban Development; and  
 WHEREAS, New South Federal Savings Bank has given preliminary approval to a loan application by Jerri Mason for purchase of the property located at

1241 Wycliff Road

Midfield, Alabama 35228

in the City of Midfield for the total price of \$124,900.00; and

WHEREAS, New South Federal Savings Bank has agreed to provide first mortgage financing contingent upon final approval and said loan applicant has applied for a American Dream Down-payment Initiative (ADDI) assistance in an amount up to \$10,000.00 from Jefferson County, Alabama under the ADDI Program and has agreed to all applicable regulations and restrictions; and

NOW, THEREFORE BE IT RESOLVED by the County Commission of Jefferson County, Alabama that the American Dream Down-payment Initiative (ADDI) assistance in an amount up to \$10,000.00 is hereby approved contingent upon compliance with the underwriting criteria of the Jefferson County Home Buyer Assistance Program, final approval from New

South Federal Savings Banks and upon execution of said first mortgage.

NOW, THEREFORE BE IT FURTHER RESOLVED by the County Commission of Jefferson County, Alabama that the President is hereby authorized to execute on behalf of the County the loan agreement for this loan; and

NOW, THEREFORE BE IT FURTHER RESOLVED by the County Commission of Jefferson County, Alabama that the Director of the Finance Department is authorized to issue a check to the closing attorney's escrow account in the amount of \$10,000.00;

NOW, THEREFORE BE IT FURTHER RESOLVED by the County Commission of Jefferson County, Alabama that this Resolution will automatically expire if said loans have not closed within one hundred twenty (120) days.

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

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Jan-30-2007-138

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

Whereas, the Jefferson County Office of Community Development will complete the federally mandated Environmental Review for each project as required by applicable laws and regulations; and

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

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President Bettye Fine Collins is authorized and hereby directed to execute the Finding of No Significant Impact for the Brookside Fire Station Project (CD06-030-B03M3-BFS).

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

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Jan-30-2007-139

Whereas, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed pursuant to making application to the U.S. Department of Housing and Urban Development for Community Development Block Grant funds; and

Whereas, the Jefferson County Office of Community Development will complete the federally mandated Environmental Review for each project as required by applicable laws and regulations; and

Whereas, only when the required and appropriate environmental review techniques processes have been completed will the Office of Community Development submit a Request for Release of Funds to the President of the Jefferson County Commission for execution; and

Whereas, the Chief Executive Officer of the jurisdiction submitting application for said funding is authorized to assume the status of a responsible federal official insofar as the provisions of the National Environmental

Protection Act of 1969 apply to the HUD responsibilities for environmental review, decision-making and action assumed and carried out by the applicant.

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President Bettye Fine Collins is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for the Brookside Fire Station Project (CD06-030-B03M3-BFS) from the Community Development Block Grant Program.

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

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Jan-30-2007-140

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins is hereby authorized, empowered and directed to execute the Cooperation Agreement between Jefferson County, Alabama and the City of Brighton for the Brighton Park Pavilion Project (CD06-03-B01M2-BRP). There is \$50,000 in federal CDBG funds allocated to this project. This project is from the 2006 program year.

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

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Jan-30-2007-141

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request to remove the following equipment from fixed assets from various Jefferson County departments, be and hereby is approved.

Disposals

Board of Registrars

970620	Dispose	Personal Computer	Landfill
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District Attorney's WCU-B'ham S.S.D.

011105	Dispose	Mannesman Talley Printer	Salvage Parts
981215	Dispose	4-DR-Sedan 98 Crown Victoria	Salvage Parts

Board of Equalization

960706	Dispose	X Terminal	Salvage Parts
960838	Dispose	GIS Workstation	Salvage Parts
970671	Dispose	Personal Computer	Salvage Parts
970678	Dispose	Personal Computer	Salvage Parts
970687	Dispose	Stack Ether Hub	Salvage Parts
981297	Dispose	Cisco Catalyst	Salvage Parts

Road & Transportation

000516	Dispose	Personal Computer	Salvage Parts
000517	Dispose	Personal Computer	Salvage Parts
000518	Dispose	Personal Computer	Salvage Parts
000519	Dispose	Personal Computer	Salvage Parts
000520	Dispose	Personal Computer	Salvage Parts

000521	Dispose	Personal Computer	Salvage Parts
000522	Dispose	Personal Computer	Salvage Parts
000523	Dispose	Personal Computer	Salvage Parts
000524	Dispose	Personal Computer	Salvage Parts
000544	Dispose	Printer	Salvage Parts
002247	Dispose	Wire Puller	Transfer
0049777	Dispose	Personal Computer	Salvage Parts
0043689	Dispose	Ice Maker	Salvage Parts
010645	Dispose	Scotsman Icemaker	Auction
29330	Dispose	Multiplexer	Salvage Parts
31112	Dispose	Copier	Salvage Parts
31114	Dispose	Ice Maker	Salvage Parts
44664	Dispose	Printer	Salvage Parts
45027	Dispose	Personal Computer	Salvage Parts
45204	Dispose	Scan Jet Printer	Salvage Parts
46940	Dispose	Laser Printer	Salvage Parts
47346	Dispose	Fax Machine	Salvage Parts
94190	Dispose	Fax	Salvage Parts
94193	Dispose	Printer	Salvage Parts
94196	Dispose	Concrete Mixer	Salvage Parts
94197	Dispose	Concrete Mixer	Salvage Parts
94223	Dispose	Personal Computer	Salvage Parts
94224	Dispose	Ice Machine	Salvage Parts
94225	Dispose	Ice Bin	Salvage Parts
960026	Dispose	Ramsey Winch	Salvage Parts
960027	Dispose	Ramsey Winch	Salvage Parts
970468	Dispose	Copier	Salvage Parts
980035	Dispose	Air Compressor Z5HP	Salvage Parts
981203	Dispose	Personal Computer	Salvage Parts
981573	Dispose	Personal Computer	Salvage Parts
981574	Dispose	Personal Computer	Salvage Parts
981575	Dispose	Personal Computer	Salvage Parts
981576	Dispose	Personal Computer	Salvage Parts
981577	Dispose	Personal Computer	Salvage Parts
981578	Dispose	Personal Computer	Salvage Parts
981579	Dispose	Personal Computer	Salvage Parts
981580	Dispose	Personal Computer	Salvage Parts

**Treasurer Office**

971059	Dispose	Check Singer Upgrade(11 )	Salvage Parts
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Birmingham Jail

000724	Dispose	System upgrade	Salvage Parts
000774	Dispose	Passenger Van-E350	Salvage Parts
S000886	Dispose	Walkie-Talkie	Lost
S000941	Dispose	Walkie-Talkie	Lost
001632	Dispose	Personal Computer	Auction
001633	Dispose	Personal Computer	Auction
001634	Dispose	Personal Computer	Auction
001635	Dispose	Personal Computer	Salvage Parts
001636	Dispose	Personal Computer	Salvage Parts
001637	Dispose	Personal Computer	Salvage Parts
001638	Dispose	Personal Computer	Salvage Parts
001866	Dispose	Personal Computer	Auction
001867	Dispose	Personal Computer	Auction
001869	Dispose	Personal Computer	Auction
001870	Dispose	Personal Computer	Auction
001871	Dispose	Personal Computer	Auction
001872	Dispose	Personal Computer	Auction
001873	Dispose	Personal Computer	Auction
001874	Dispose	Personal Computer	Auction
001875	Dispose	Personal Computer	Auction
001876	Dispose	Personal Computer	Auction
001876	Dispose	Personal Computer	Auction
001877	Dispose	Personal Computer	Auction
001878	Dispose	Personal Computer	Auction
001878	Dispose	Personal Computer	Auction
001879	Dispose	Personal Computer	Auction
001880	Dispose	Personal Computer	Auction

001880	Dispose	Personal Computer	Auction
001881	Dispose	Personal Computer	Auction
001881	Dispose	Personal Computer	Auction
001882	Dispose	Food Conveyer	Auction
001882	Dispose	Personal Computer	Auction
001887	Dispose	Personal Computer	Auction
002650	Dispose	Compaq Computer	Auction
002747	Dispose	Laptop Computer	Lost
010339	Dispose	Car Accessories	Salvage Parts
011193	Dispose	Personal Computer	Auction
011200	Dispose	Laptop Computer	Lost
011637	Dispose	Laser Printer	Auction
26834	Dispose	Modulator Defibrillator	Auction
26843	Dispose	X-Ray Processor	Auction
26965	Dispose	Printer	Auction
32060	Dispose	Printer	Auction
32061	Dispose	Printer	Auction
32072	Dispose	Microprocessor IBM	Auction
32074	Dispose	Intoxilyzer	Auction
32075	Dispose	Intoxilyzer	Auction
35002	Dispose	Radio System Mostar Control	Salvage Parts
35540	Dispose	Microwave	Salvage Parts
35542	Dispose	Uninterruptible power	Salvage Parts
40698	Dispose	Printer	Auction
41323	Dispose	Dishwashing Sink	Salvage Parts
45187	Dispose	Convection Cooker	Salvage Parts
45851	Dispose	Kettle	Salvage Parts
45852	Dispose	Kettle	Salvage Parts
45853	Dispose	Kettle	Salvage Parts
46673	Dispose	Food Slicer	Salvage Parts
46674	Dispose	Convection Oven	Salvage Parts
46675	Dispose	Convection Oven	Salvage Parts
46733	Dispose	Ice-maker	Salvage Parts
47010	Dispose	Convection Oven	Salvage Parts
47011	Dispose	Convection Oven	Salvage Parts
47012	Dispose	Convection Oven	Salvage Parts
49246	Dispose	Radio System Mostar Control	Salvage Parts
49250	Dispose	Dishwasher	Salvage Parts
49252	Dispose	Coffee Brewer	Salvage Parts
49254	Dispose	Food waste disposal	Salvage Parts
49255	Dispose	Food Warmer	Salvage Parts
49257	Dispose	Camera Outfit w/magazine split	Auction
52602	Dispose	Slicer	Salvage Parts
52606	Dispose	Griddle gas	Salvage Parts
52607	Dispose	Griddle gas	Salvage Parts
52607	Dispose	Griddle gas	Salvage Parts
52614	Dispose	Tilting Skillet	Salvage Parts
52658	Dispose	Food Warmer	Salvage Parts
52659	Dispose	Food Warmer	Salvage Parts
52660	Dispose	Food Warmer	Salvage Parts
52661	Dispose	Food Warmer	Salvage Parts
52662	Dispose	Sink	Salvage Parts
52666	Dispose	Sink-3	Salvage Parts
52675	Dispose	Food Conveyer	Salvage Parts
52678	Dispose	Mixer Bench	Salvage Parts
52679	Dispose	Microwave	Salvage Parts
52680	Dispose	Food Warmer	Salvage Parts
52681	Dispose	Plate Dispenser	Salvage Parts
52682	Dispose	Ice Dispenser	Salvage Parts
93489	Dispose	Laser Printer	Auction
94920	Dispose	Vegetable Peeler	Salvage Parts
94921	Dispose	Prep Table	Salvage Parts
94922	Dispose	Food Chopper	Salvage Parts
94924	Dispose	Food Warmer	Salvage Parts
94925	Dispose	Food Warmer	Salvage Parts
94927	Dispose	Deep Fryer	Salvage Parts
94928	Dispose	Deep Fryer	Salvage Parts
94930	Dispose	Deep Fryer	Salvage Parts
94931	Dispose	Refrigerator	Salvage Parts
94932	Dispose	Refrigerator	Salvage Parts
94933	Dispose	Refrigerator	Salvage Parts

94934	Dispose	Refrigerator	Salvage Parts
94936	Dispose	Coffee Brewer	Salvage Parts
94938	Dispose	Coffee Brewer	Salvage Parts
94940	Dispose	Printer	Auction
94941	Dispose	Printer	Auction
94942	Dispose	Printer	Auction
94962	Dispose	Platform scale	Salvage Parts
94964	Dispose	Printer	Auction
94965	Dispose	Microfilm Reader	Auction
94965	Dispose	Printer	Auction
94967	Dispose	Microscope	Auction
450697	Dispose	Alarm System	Auction
970419	Dispose	Passenger Van-3500	Salvage Parts
971342	Dispose	Ice Machine	Salvage Parts
971343	Dispose	Ice Machine	Salvage Parts
980080	Dispose	Oven/Steamer combo	Salvage Parts
981978	Dispose	Convection Oven	Salvage Parts
981996	Dispose	4DR Sedan	Salvage Parts

District Attorney

10794	Dispose	Modular Furniture	Transfer
34149	Dispose	Display Writer	Auction
34150	Dispose	EDP EQ Microprocessor IBM PC	Auction
35006	Dispose	Mostar Control	Auction
41536	Dispose	Network Repeater	Auction
44643	Dispose	Microcomputer System	Auction
44656	Dispose	Power Veisa Computer	Auction
46617	Dispose	Okidata Laser Printer	Auction
47009	Dispose	Laser Printer	Auction
47177	Dispose	Workstation	Auction
47215	Dispose	Printer/Triple Bin Sheet Feeder	Auction
47216	Dispose	Printer/Triple Bin Sheet Feeder	Auction
93868	Dispose	Okidata 810 Laser Printer	Auction
99002	Dispose	1999 Crown Victoria	Auction
960669	Dispose	Personal Computer 100 MHZ	Auction
971056	Dispose	Copier	Auction
971688	Dispose	Personal Computer	Auction
971689	Dispose	Personal Computer	Auction
971690	Dispose	Personal Computer	Auction
971692	Dispose	Personal Computer	Auction
971695	Dispose	Personal Computer	Auction
971696	Dispose	Personal Computer	Auction
971698	Dispose	Personal Computer	Auction
971699	Dispose	Personal Computer	Auction
971700	Dispose	Personal Computer	Auction
971701	Dispose	Personal Computer	Auction
971950	Dispose	Personal Computer	Auction
971951	Dispose	Personal Computer	Auction
971952	Dispose	Personal Computer	Auction
971953	Dispose	Personal Computer	Auction
971954	Dispose	Personal Computer	Auction
971955	Dispose	Personal Computer	Auction
982087	Dispose	Dell Personal Computer	Auction
990132	Dispose	Dell Laptop Computer	Auction

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

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

WITH RESPECT TO  
AMENDING THE PREVIOUS COUNTY ZONING RESOLUTIONS  
UNDER THE PROVISIONS OF ACTS 344 & 581, 1947 GENERAL ACTS  
AND ACTS 422 & 634 GENERAL ACTS OF ALABAMA

WHEREAS, pursuant to the provisions of the above Acts 581, 422 and 634 of the General Acts of Alabama, aforesaid and upon the recommendations of the Jefferson County Planning and Zoning Commission, this Jefferson County Commission did advertise a public hearing as prescribed by law, and

WHEREAS, this County Commission did hold such public hearing, as advertised, in the Jefferson County Courthouse, Birmingham, Alabama for the purpose of entertaining a public discussion of the amendment at which parties in interest and citizens were afforded an opportunity to voice their approval or raise objections, and

WHEREAS, after due consideration of the recommendations aforesaid and as a means of further promoting the health, safety, morals and general welfare of the County, this Jefferson County Commission does hereby approve and adopt the herein contained amending provisions for the purpose among others, of lessening congestion in roads and streets; encouraging such distribution of population and such classification of land uses as will tend to facilitate economical drainage, sanitation, education, recreation and/or occupancy of the land in the County.

BE IT FURTHER RESOLVED that the President is hereby authorized and directed to execute all zoning maps and detail sheets and documents as may be necessary and appropriate to carry out this action.

Z-2006-056 Phillip D. Crews, owner; Lou Katzerman, agent. Change of zoning on Parcel ID# 5-13-0-0-part of 80.002 in Section 13 Twp 15 Range 5 West from A-1 (Agriculture) to U-2 (Communication Tower) for a cell phone tower. (Site Only: 7540 Turner Road, Dora, AL 35062) (SUMITON) (0.2 Acres M/L)

RESTRICTIVE COVENANTS: 1. REVERSIONARY CLAUSE; 2. BEST MANAGEMENT PRACTICES regarding stormwater, drainage and erosion control.

Z-2006-059 Cecelia R. Mikell, owner. Change of zoning on Parcel ID# s 9-31-2-5-1 & 2 and 9-31-3-4-9 & 9.2 in Section 31 Twp 15 Range 1 West from A-1 (Agriculture) and R-1 (Single Family) to C-1 (Commercial) for a wedding chapel for weddings, teas and other similar functions. (Site Only: 4120 Main Street, Pinson, AL 35126) (PINSON) (11.5 Acres M/L)

Contingent on approval of construction plans showing proper parking areas and landscaping, proper driveways with adequate sight distance, etc.; and to be further subject to the following:

RESTRICTIVE COVENANTS: 1. property is to be used for weddings, teas and other social functions where alcohol is not sold; 2. no additional buildings or structures shall be permitted without prior site plan and architectural approval by the Planning & Zoning Commission; and, 3. no disturbance of the floodplain 4. REVERSIONARY CLAUSE; 5. BEST MANAGEMENT PRACTICES regarding stormwater, drainage and erosion control.

Z-2006-079 Jane Nation, owner. Change of zoning on Parcel ID# 14-4-3-3-part of 3 Lot 6 Block 6 Gardendale Homesteads Survey in Section 4 Twp 16 Range 3 West from R-1 (Single Family) to C-1 (Commercial) for a used car sales business. (Site Only: 2784 Mount Olive Road, Mount Olive, AL 35117) (MOUNT OLIVE) (0.6 Acres M/L)

RESTRICTIVE COVENANTS: 1. Property to be used for a car sales business only. 2. REVERSIONARY CLAUSE.

Z-2006-085 John R. McDonald, Jr., owner; David Baggett, agent. Change of zoning on Parcel ID# 42-1-4-0-11.1 in Section 1 Twp 20 Range 4 West from I-1 (Light Industrial) with covenants to I-1 (Light Industrial) with amended covenants to allow a residence and retail florist/plant nursery in conjunction with the previously-approved landscape supply business. (Site Only: 118 Aviation Road SE, Bessemer, AL 35022) (SOUTH SHADES CREST) (0.6 Acres M/L)

RESTRICTIVE COVENANTS: 1. The property shall be used for a landscaping supply business, retail florist/nursery and/or residence only; 2. There shall be only one point of ingress/egress on the property; and, 3. The developer/property owner shall provide a commercial class entrance, the location and construction of which shall be subject to prior approval by the Jefferson County Department of Roads & Transportation. 4. BEST MANAGEMENT PRACTICES regarding stormwater, drainage and erosion control.

Motion was made by Commissioner Humphries seconded by Commissioner Carns that Z-06-056, Z-06-059, Z-06-079 and Z-06-085 be approved. Voting "Aye" Humphries, Carns, Collins and Langford.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that a public road known as Dunbar Lane (35214), located in Section 11, Township 17, Range 4W, be and hereby is renamed Dunbar Court.

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

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Jan-30-2007-144

WHEREAS, on November 16, 2004, the Jefferson County Commission passed Resolution NOV-16-2004-2071, establishing the Jefferson County Greenways Commission; and

WHEREAS, said Resolution NOV-16-2004-2071, stipulated the Organization of the Greenways Commission; and

WHEREAS, The Jefferson County Commission desires to modify the Organization of the Greenways Commission.

NOW THEREFORE BE IT RESOLVED that the Jefferson County Commission hereby amends Resolution NOV-16-2004-2071, to modify the Organization as follows:

Member (e) shall be the Executive Director of the Fresh Water Land Trust.

Member (f) shall be the Executive Director of the Regional Planning Commission of Greater Birmingham.

Member (e) and Member (f) shall serve as non-voting, ex officio members of the Jefferson County Greenways Commission.

The terms of Member (e) and Member (f) shall coincide with the terms of their office.

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

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Jan-30-2007-145

WHEREAS, it is the policy of the Jefferson County Commission to provide legal representation and indemnification to members of appointed boards, agencies and commissions with regard to civil claims or suits which result from actions of said board or agency members; and

WHEREAS, the Jefferson County Commission has recently created the Jefferson County Greenways Commission, and

WHEREAS, the Jefferson County Commission wishes to include the Greenways Commission and its members under the Jefferson County Indemnification Policy.

NOW THEREFORE BE IT RESOLVED that the Jefferson County Commission shall provide indemnification to the Jefferson County Greenways Commission and its duly appointed members as set forth in Jefferson County Resolution No.:19, as amended.

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

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Jan-30-2007-146

WHEREAS, on November 16, 2004, the Jefferson County Commission adopted Resolution NOV-16-2004-2071, establishing the Jefferson County Greenways Commission to facilitate the planning and implementation of a Jefferson County sponsored CountyWide Greenway System; and

WHEREAS, said Greenways Commission was charged with organizing itself, developing Bylaws and electing officers, all of which shall be submitted to the Jefferson County Commission for approval; and

WHEREAS, The Greenways Commission has performed these tasks and submitted same to the Jefferson County Commission for approval; and

WHEREAS, The Jefferson County Commission has revised Resolution NOV1620042071, to modify the Organization of the Jefferson County Greenways Commission; and

WHEREAS, the Jefferson County Commission desires to modify the Bylaws of the Jefferson County Greenways Commission, as submitted, to reflect the changes in the Organization of the Greenways Commission.

NOW THEREFORE BE IT RESOLVED that the Jefferson County Commission hereby approves the organization, officers and Bylaws of the Jefferson County Greenways Commission, as amended.

#### BYLAWS

#### JEFFERSON COUNTY GREENWAYS COMMISSION

Jefferson County, Alabama

#### **ARTICLE I - NAME AND PURPOSE**

Section 1.0 The name of this organization shall be "The Jefferson County Greenways Commission", hereinafter referred to as the "Greenways Commission".

Section 1.1 The purposes of the Greenways Commission shall be to facilitate and advise the Jefferson County Commission in the planning and implementation of a Jefferson County sponsored County-Wide Greenway System (the Greenway System). The specific purposes of the Greenways Commission shall be those enumerated by the Commission of Jefferson County, Alabama in the Enacting Resolution No. NOV-16-2004-2071, whereby this organization was established. A copy of said Resolution, is attached as "Exhibit A", and is hereby incorporated into these Bylaws.

#### **ARTICLE II - MEMBERS**

Section 2.0 The Greenways Commission shall consist of eleven (11) members as follows:

- (a) Jefferson County Director of Roads and Transportation;
- (b) Jefferson County Director of Land Development;
- (c) Jefferson County Director of Community Development;
- (d) Jefferson County Director of Economic Development;
- (e) Executive Director of the Fresh Water Land Trust;
- (f) Executive Director of the Regional Planning Commission of Greater Birmingham;
- (g) Five (5) Jefferson County citizens appointed by the Jefferson County Commission with one (1) member residing in each of the five Commission Districts.

Section 2.1 The terms of members (a) through (f), above, shall coincide with their terms of office.

The initial term of appointed members (g) shall be through October 30, 2007, and shall be for two (2) years thereafter.

Section 2.2 Appointed members (g), shall be seated upon receipt by the Chairman of an Appointing Resolution approved by the Jefferson County Commission.

Section 2.3 Ex officio members (e) Executive Director of the Fresh Water Land Trust, and (f) Executive Director of the Regional Planning Commission of Greater Birmingham shall be nonvoting members of the Greenways Commission.

Section 2.4 A recommendation may be made to the Jefferson County Commission for the removal of any member for conduct detrimental to the Greenways Commission and/or for failure to attend three (3) consecutive regular meetings in person or by proxy. A recommendation for the removal of any member shall require a two-thirds (2/3) majority vote of the membership.

Section 2.5 Any member, other than those on the Greenways Commission by virtue of their position as the director of a department of the Jefferson County Commission, may resign their position by filing a written resignation with the Secretary/Treasurer.

Section 2.6 Any vacancy on the Greenways Commission shall be filled by the Jefferson County Commission in accordance with the requirements of Section 2.0, above.

#### **ARTICLE III - MEETINGS AND PROCEDURES**

Section 3.0 A regular meeting shall be held each month, normally at 9:00 a.m. on the third Wednesday of the month, for the purpose of conducting business of the Greenways Commission.

Section 3.1 A special meeting may be called at any time by the Chairman.

Section 3.2 All regular and special meetings of the Greenways Commission shall be open to the public.

Section 3.3 Notice of the meeting place, time and date, along with a copy of the Meeting Agenda, shall be sent by the Secretary/Treasurer via U.S.P.S or electronic mail no less than seven (7) days prior to the meeting. Notice of the meeting shall be provided to all members and a newspaper of general, local circulation.

Section 3.4 Regular and special meetings may go into Executive Session as permitted by the Alabama Open Meetings Act [Ala. Code § 36-25A-7 (1975)], upon approval of the members.

Section 3.4 A quorum shall consist of five (5) voting members in good standing. If a quorum is not present at a meeting, a majority of members present may adjourn the meeting.

Section 3.5 All meetings shall be conducted in accordance with Robert's Rules of Order, latest edition.

Section 3.6 In all decisions of the Greenways Commission, a simple majority of affirmative votes by members present shall be required, unless otherwise provided herein. No member shall act in a case in which they have a personal interest.

Section 3.7 Each member of the Greenways Commission shall have one vote which may be cast in person, or by a proxy who has been designated in writing to act on said member's behalf.

#### **ARTICLE IV - OFFICERS**

Section 4.0 The officers of the Greenways Commission shall be a Chairman, Vice-Chairman, and Secretary/Treasurer.

Section 4.1 Officers shall be elected during the November meeting of the Greenways Commission and shall serve for a term of one (1) year.

Section 4.2 The officers shall be responsible for the preparation of Annual Reports, and any interim reports and recommendations, and their submission to the Jefferson County Commission.

Section 4.3 The Chairman shall preside at all meetings of the Greenways Commission, make committee assignments, and present the members' findings and recommendations to the Jefferson County Commission. The Chairman shall be limited to two consecutive terms, but after a break in service shall become eligible to serve as Chairman again. Only those members not employed by the Jefferson County Commission shall be eligible to serve as Chairman.

Section 4.4 The ViceChairman shall assist the Chairman. In the absence of the Chairman, or in the event of the Chairman's inability to act, the ViceChairman shall perform the duties of the Chairman, and shall perform such other duties as may be from time to time assigned by the Chairman. The ViceChairman shall be limited to two consecutive terms, but after a break in service shall become eligible to serve as ViceChairman again. Only those members not employed by the Jefferson County Commission shall be eligible to serve as ViceChairman.

Section 4.5 The Secretary/Treasurer shall ensure that all funds and other valuable effects are deposited with the Jefferson County Department of Finance in the name of the Greenways Commission, and shall supervise the preparation of an annual budget, as needed. The Secretary/Treasurer shall cause notice of and agenda for, and minutes of all meetings to be made, as well as a fair and correct record of all official business of the Greenways Commission. The Secretary /Treasurer shall in general perform all the duties incidental to the office of Secretary/Treasurer and such other duties as may be assigned by the Chairman. Only those members who are employees of the Jefferson County Commission shall be eligible to serve as Secretary/Treasurer.

#### **ARTICLE V - COMMITTEES**

Section 5.0 Standing and ad hoc committees may be established as deemed necessary by a majority vote of the Greenway\*s Commission.

Section 5.1 There shall be no limit to the time a committee may exist nor limit on the length of time a member may serve on a committee.

Section 5.2 The Chairman shall make committee assignments, appointments and establish deadlines.

Section 5.3 Committees shall be composed of no less than three (3) members, at least one of whom is a voting member of the Greenways Commission.

Section 5.4 Committees may be comprised of stakeholder representatives who are not voting members of the Greenways Commission.

Section 5.5 Any committee member may be removed by a vote of the Greenway Commission members for conduct detrimental to the Greenways Commission and/or for failure to attend three (3) consecutive meetings.

Section 5.6 Committee findings and recommendations shall be presented to the voting members of the Greenways Commission for their approval. Committee findings and recommendations shall not be distributed to nor discussed outside of regular and special meetings with the general public until approved by the Greenways Commission.

#### **ARTICLE VI - ADMINISTRATION AND FINANCES**

Section 6.1 The fiscal year of the Greenways Commission shall be the first of October through the thirtieth of September.

Section 6.2 Minutes shall be kept of all meetings and shall be presented to the members for their approval in the next regular meeting.

Section 6.3 Meeting minutes shall be forwarded to the Jefferson County Commission within fifteen (15) days of approval.

Section 6.4 An Annual Report shall be submitted to the Jefferson County Commission on the first day of June, of each year, and any interim reports and recommendations shall be submitted to the Jefferson County Commission for their consideration and approval on an asneeded basis.

Section 6.5 All funds and other valuable effects awarded to the Greenways Commission shall be deposited with the Jefferson County Department of Finance in the name of the Greenways Commission. All Fund expenditures shall be approved in advance by the Greenways Commission.

Section 6.6 The Greenways Commission may work in cooperation with federal, state and local governments and agencies, nonprofit organizations and any other organization with whom common objectives are shared for the purpose of advancing greenways

development throughout Jefferson County.

Section 6.7 The Greenways Commission shall not have the authority to obligate monies of the Jefferson County Commission unless given specific prior approval by a resolution of Jefferson County Commission.

**ARTICLE VII - AMENDMENT TO BYLAWS**

Section 7.0 A recommendation to the Jefferson County Commission for an amendment of these bylaws can be made by a two-thirds vote of the membership present and voting at a regular meeting. Previous notice must be provided at the meeting in advance of the one at which the amendment(s) will be considered.

**ARTICLE VIII - INDEMNIFICATION**

Section 8.0 The Greenways Commission and all duly appointed members thereof shall be provided with indemnification by the Jefferson County Commission as provided for by Jefferson County Resolution No.:19, as amended, approved November 25, 1986. A copy of said Resolution, is attached as "Exhibit B" (on file in the Minute Clerk's office), and is hereby incorporated into these Bylaws.  
(End)

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

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Jan-30-2007-147

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the worker's compensation claim of Bruce E. Lewis in the amount of Thirteen Thousand Three Hundred Six and 56/100 (\$13,306.56) Dollars.

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

Jan-30-2007-148

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 Timberleaf II, LLC for improvements within the  
**JEFFERSON COUNTY SUBDIVISION SURETY DEPOSIT AGREEMENT**

TIMBERLEAF II, LLC  
Developer  
TIMBERLEAF SUBDIVISION  
Project  
FINAL SEAL COATING  
Improvements  
DECEMBER 31, 2007  
Completion Date  
\$28,980.00  
Deposit

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

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

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 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:

Timberlake II, LLC  
Attn: Randy Brooks, Member  
4518 Valleydale Road, Suite 203  
Birmingham, Alabama 35242  
(205) 965-6645 FAX: (205) 981-0222

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

TIMBERLEAF II, LLC

Randy Brooks, Member

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

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Jan-30-2007-149

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 Dorman Development & Construction, LLC for improvements within the

JEFFERSON COUNTY SUBDIVISION SURETY DEPOSIT AGREEMENT

Dorman Development & Construction, LLC

Developer

Jameson Trace Phase I

Project

Seal Coat

Improvements

11/01/2010

Completion Date

\$13,800.00

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:

Barry E. Dorman  
4115 Bradford Hopewell Road  
Pinson, AL 35126  
Fax # 205 681-5595

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

Dorman Development & Construction, LLC

Barry E. Dorman & J. Lynn Dorman

Managing Partners

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

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Jan-30-2007-150

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the worker's compensation claim of Jeanetta R. Jones in the amount of Two Thousand and 00/100 (\$2,000.00) Dollars.

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

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**COOPER GREEN MERCY HOSPITAL GOVERNING BODY**

Budget Amendment

Jefferson Health Systems \$75,888

Shift funds from CGH Foundation (Fund 12) to CGH (Fund 31) for the Diabetic Shoe Program. No Additional Funds Required.

Motion was made by Commissioner Langford seconded by Commissioner Humphries that the above Budget Amendment be approved. "Aye" Langford, Humphries, Carns and Collins.

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Jan-30-2007-151

WHERE AS the Cooper Green Hospital (CGH) wishes to establish a Diabetic Shoe Program to give qualified Jefferson County indigent patients with diabetes access to diabetic shoes. The availability of diabetic shoes would hopefully preclude or delay the necessity of more advanced and aggressive treatments and/or additional hospitalizations. Depending on the availability of funds the program could last for several years; and

WHERE AS the Cooper Green Hospital Foundation has received from the Alabama Hospital Association Trust a sum of \$75,888

as a charitable donation to be used for diabetes related care and treatment.

BE IT RESOLVED by the Jefferson County Commission that Cooper Green Hospital may establish a Diabetic Shoe Program to be funded by contributions to the Cooper Green Hospital Foundation for diabetes related care in the amount of \$75,888.

BE IT RESOLVED that the Finance Director of the Jefferson County Commission is here by authorized and directed to transfer funds form the Cooper Green Hospital Foundation (Fund 12) to Cooper Green Hospital (Fund 31) in the amount of \$ 75,888 and that a check be issued via unusual demand to the Cooper Green Hospital Discretionary Fund. The Discretionary Fund in turn will issue funds to purchase shoes for approved Jefferson County indigent diabetic patients as required.

BE IT RESOLVED that the Director of Budget Management is here by authorized and directed to process an approved budget amendment for the increased revenue and expenses of the Cooper Green Foundation (Fund 12) and the Cooper Green Hospital (Fund 31).

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

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Jan-30-2007-152

WHEREAS, THE ADMINISTRATION of Cooper Green Hospital has recommended the appointment of the following individuals to the medical staff of Cooper Green Hospital.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby approves the appointment of the following individuals to the medical staff at Cooper Green Hospital.

BE IT FURTHER RESOLVED that Dr. Sandrell Hullett is hereby authorized to execute a Chief Executive Officer of Cooper Green Hospital the necessary application Approval List and any related documents as may be necessary to confirm the appointment.

BE IT FURTHER RESOLVED that the President of the Commission be authorized to execute the necessary Medical approval and related documents that may be necessary to confirm the appointment:

JANUARY 2007 MEDICAL STAFF APPLICATIONS

Internal Medicine - Rick Player, MD, Chair

<b>Name</b>	<b>Speciality</b>
Sulaf Mansur, MD	Internal Medicine
Robert W. Morris, MD	Radiology
Britt Newsome, MD	Nephrology
Sami Naveed, MD	Dermatology
Eryn Snyder, MD	Internal Medicine
May Jennings, MD	Internal Medicine

OB/Gyn - Rowell Ashford, II, MD, Chair

No files for approval

Surgery - Carol Leitner, MD, Chair

Gregory Lewis, MD	Ophthalmology
Joseph Sherrill, MD	Orthopaedics

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

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Jan-30-2007-153

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and ATC Healthcare Services, Inc. to provide temporary emergency staffing of nursing personnel on an as-needed basis beginning December 1, 2006 and ending September 30, 2007.

CONTRACT NO. 265-06C

## TEMPORARY NURSE STAFFING SERVICES CONTRACT

THIS AGREEMENT entered into this 1<sup>st</sup> day of December, 2006, by and between Jefferson County, Alabama, hereinafter called "the County", and ATC Healthcare Services, Inc., hereinafter called "the Contractor". The effective date of this agreement shall be December 1, 2006.

WHEREAS, the County desires to contract for temporary nurse staffing services for the County's facilities (Jefferson Health System including Cooper Green/Mercy Hospital and Jefferson Health Clinics, Jefferson Rehabilitation and Health Center, Birmingham and Bessemer Jails, etc) and

WHEREAS, the Contractor desires to furnish said nurse staffing 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. 265-06, dated July 3, 2006, the terms of which are included herein by reference. The Contractor shall provide emergency temporary nursing personnel to the County until Merit System or Classified employees can be hired to fill those positions. The Contractor shall provide Charge Nurses, Registered Nurses (RNs), Licensed Practical Nurses (LPNs), Certified Nursing Assistants (CNAs), and Sitters on an as-needed basis. The Charge Nurses must have graduated from an approved school of nursing, be licensed as a Registered Nurse in the state of Alabama or in a state with which Alabama has reciprocity. The RN position requires two (2) years of full time experience working in a health care setting (hospital, nursing home, rehabilitation facility, etc.) for Cooper Green Hospital and the County Jails and six (6) months experience if working at the Jefferson Rehabilitation & Health Center. The LPN position requires graduation from an approved school of practical nursing with two (2) years of nursing experience. LPN must be licensed in the state of Alabama or in a state in which Alabama has a reciprocity agreement. The CNA position requires a High School Diploma or GED and completion of a special course of training in nursing assistance prior to or with in the probationary period. The Sitter position requires no minimum education level but does require that the person has prior sitter experience.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to provide temporary as-needed nurse staffing services to the County at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2007. However, the Contract can be extended, at the County's option, 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 cost as shown on Attachment No. 1 of this Contract. (on file in the Minute Clerk's office)
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. **NONDISCRIMINATION 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 with 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. Upon such termination Contractor shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

CONTRACTOR:	JEFFERSON COUNTY, ALABAMA
Jerry Bishop, Director	Bettye Fine Collins, President
ATC Healthcare Services, Inc.	Jefferson County Commission

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

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Jan-30-2007-154

WHEREAS, as of S 40-5-29, 1975 Code of Alabama, requires the Tax Collector to make his final report of the uncollected balances of personal property taxes for year 2005 showing the name of every insolvent tax payer from whom he has been unable to collect, the amount of state and county taxes due from him and an itemized report of the taxes still in litigation; and

WHEREAS, the office of Tax Collector has certified to the Commission that it has made diligent effort to collect such taxes and the Commission is satisfied therewith.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Commission hereby allows the Collector credit for such insolvent taxes as he has been unable to collect and for taxes remaining in litigation and credits him with all County taxes included therein and the President shall certify the same to the Comptroller for the State, which certification shall be reflected by the President's signature upon said Tax Collector's final report.

BE IT FURTHER RESOLVED that a copy of said final report shall be retained by the Minute Clerk.

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

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Jan-30-2007-155

Whereas, the Department of Justice, Office on Violence Against Women has announced the opening of competition for grant funds through the Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program (CFDA 16.590); and

Whereas the Sheriff seeks to apply for those funds in the amount of \$750,000; and

Whereas this grant requires no matching funds.

Now Therefore Be It Resolved that Jefferson County Commission approves the Sheriff's application for the Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program; Grant Number 2007-0258 -AL-WE.

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

Jan-30-2007-156

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the no fund agreement between Sheriff Mike Hale and the City of Clay providing for certain law enforcement coverage in Clay by reserve deputies, is received for information only.

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

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Jan-30-2007-157

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

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

W I T N E S S E T H:

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

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

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$11,229.08 upon execution of this contract.
3. The Contractee shall provide the following services:
  - a. Purchase are supplies and teaching equipment for the art room at Lipscomb Elementary School, which was selected for an "Extreme Classroom Makeover". This makeover will include construction materials and classroom furnishing which are being donated by other sponsors of this project.

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

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

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

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

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

Jefferson County Board of Education

Dr. Phil Hammonds, Superintendent

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

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Jan-30-2007-158

WHEREAS, Section 3.5 of the Solid Waste Management Lease between Jefferson County, Alabama and Santek Environmental Services of Alabama, LLC, dated January 1, 2006 calls for the County to annually provide the Lessee the name of the Commissioner who shall act as Contract Administrator for the year.

NOW THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that Jim Cams, Commissioner of Environmental Services, is hereby designated as Contract Administrator for the Santek Lease for 2007 and is therefore authorized, to the extent allowed by law and County ordinances, to execute any documents relating to the performance of said lease, including applications for modifications and/or amendments to the Landfill Permits.

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

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The check issued during the week beginning January 22, 2007, and ending January 26, 2007, are as follows:

BEGINNING CHECK NUMBER 385735

ENDING CHECK NUMBER 386199

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Thereupon the Commission Meeting was adjourned to meet Tuesday, February 6, 2007, at 10:00 a.m. in Commission Chambers.

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President

ATTEST

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Minute Clerk

END OF MINUTE BOOK 152