

STATE OF ALABAMA)

JEFFERSON COUNTY) July 3, 2007

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

District 1 Larry Langford

District 2 Shelia Smoot

District 3 Bobby Humphryes

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Smoot seconded by Commissioner Langford that the Minutes of June 26, 2007, be approved. Voting "Aye" Smoot, Langford, Carns, Collins and Humphryes.

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Bids were received and publicly opened and read from the following contractors on the Shades Creek Collection System Locate and Raise Manholes, Contract No. 5 project: Bartlett Contracting Company, Inc., Global Construction & Engineering, Inc. And Onyx, Inc.

Bids were referred to Environmental Services for tabulation, report and recommendation.

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#### STAFF DEVELOPMENT

##### Multiple Staff Development

##### General Services/4 Participants

William Sanford Bradford	Montgomery, Alabama	\$404.00
Harandus Munez	Alabama Fire Sprinkler Assn.	\$400.00
Chris B. Hill	July 11, 2007	\$400.00
Andrew Allinder		\$400.00

##### Revenue/4 Participants

Michael A. Humber	Orange Beach, Alabama	\$761.21
Marlin D. Allen	ACCA Annual Convention	\$528.46
Wesley Scott Moore	August 21-24, 2007	\$538.46
Darrick P. Williams		\$761.21

##### Individual Staff Development

Willie Wright	Information Tech.	Orange Beach, Alabama	\$1,464.68
		Assn. of Alabama Tax Administrators 2007 Annual Conference	
		August 5-9, 2007	
John Halbert	Information Tech.	Washington, DC	\$2,273.88
		Annual Conference of the Urban & Regional Information	
		Systems Assn.	
		August 18-24, 2007	
Sonya Stephens	Revenue	Tuscaloosa, Alabama	\$169.71
		Certified Governmental Accounting Technician Program	
		August 22, 2007	
Eric R. Pruitt	Revenue	Perdido/Orange Beach, Alabama	\$1,208.18
		2007 License & Tax Administrators Summer Conference	
		August 5-9, 2007	

Motion was made by Commissioner Langford seconded by Commissioner Smoot that the Staff Development be approved. Voting "Aye"

Langford, Smoot, Carns, Collins and Humphryes.

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BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, THAT THE FOLLOWING REPORT FILED BY THE



2. Cooper Green Mercy Hospital \$205,000

Shift funds from Indigent Care Fund (12) to Cooper Green Mercy Hospital Fund (31) and add purchasing memorandum to purchase respiratory equipment. No Additional Funds Required.

3. Jefferson Rehabilitation & Health Center \$225,000

Shift funds from salaries for contract staffing costs. No Additional Funds Required.

4. Jefferson Rehabilitation & Health Center \$3,720.83

Increase revenues and expenditures due to postage refund. No Additional Funds Required.

5. Capital Funds \$4,500,000

Shift funds from Venture Capital to Red Mountain Greenway & Recreational Area Commission. No Additional Funds Required.

**B. OTHER BUDGET TRANSACTIONS**

6. Cooper Green Mercy Hospital \$11,100

Add purchasing memorandum to purchase two DVR recorders. No Additional Funds Required.

**C. FOR INFORMATION ONLY**

Personnel Board \$0

Add a Business Analyst (Gr. 28), an Administrative Assistant (Gr. 12), a part-time Webmaster (Gr. 28) and delete a Business Analyst (Gr. 28) and an Exam and Cert Assistant (Gr. 18). Annual savings \$1,402.92. No Additional Funds Required.

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

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Jul-3-2007-799

WHEREAS, Part 570 of Title I of the Housing and Community Development Act of 1974 as amended (Public Law 93-383) provided for the making of grants by the Secretary of Housing and Urban Development to eligible units of local government to assist them in community development activities; and

WHEREAS, Jefferson County, Alabama has applied for and has been designated as a recipient of said grant; and

WHEREAS, said program, hereinafter referred to as "Title X", does allow for the provision of Lead Testing and Abatement in support of Jefferson County Housing Rehabilitation Programs; and

WHEREAS, Jefferson County has issued a Request for Proposals for Lead Testing and Abatement Services (Lead Based Paint Consulting Services); and

WHEREAS, Unified Testing & Engineering Services, Inc. was determined to be the most qualified submitting firm.

WHEREAS, the County is desirous of obtaining the services of Unified Testing and Engineering Services, Inc. to provide Lead-Based Paint Consulting Services pursuant to the above referenced regulations to be provided in a manner consistent with the terms of this agreement.

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Jefferson County, Alabama that the President of the County Commission is authorized and hereby directed to execute the Agreement between Jefferson County and Unified Testing and Engineering Services, Inc. to perform said Lead-Based Paint Consulting Services in an amount not to exceed \$30,000.00 in support of Jefferson County's Housing Rehabilitation Programs. This Agreement will be paid for with Federal Funds.

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

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Jul-3-2007-800

WHEREAS, Legal Services are required in support of Jefferson County's Community Development Programs; and

WHEREAS, the work covered by this Contract is being assisted under Title I of the Housing and Community Development Act of 1974, (P.L. 93-383) as amended and the HOME Investment Partnership Program under Title II of the Cranston-Gonzalez National Affordable Housing Act as amended (Title II, Publ. L. 101-625, originally approved November 28, 1990, 104 Stat. 4094-4128, 42 U.S.C. 12701-12839) and is subject to all applicable Federal Laws and regulations; and

WHEREAS, Jefferson County has issued a Request for Proposals for Legal Services; and

WHEREAS, Gaines LLC was selected through the Request for Proposals process.

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Jefferson County, Alabama that the President of the County Commission is authorized and hereby directed to execute the Agreement between Jefferson County and Gaines LLC to perform said Legal Services in an amount not to exceed \$30,000.00 in support of Jefferson County's Community Development Programs. This Agreement will be paid for with Federal Funds.

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

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Jul-3-2007-801

WHEREAS, Legal Services are required in support of Jefferson County's Community Development Programs; and

WHEREAS, the work covered by this Contract is being assisted under Title I of the Housing and Community Development Act of 1974, (P.L. 93-383) as amended and the HOME Investment Partnership Program under Title II of the Cranston-Gonzalez National Affordable Housing Act as amended (Title II, Publ. L. 101-625, originally approved November 28, 1990, 104 Stat. 4094-4128, 42 U.S.C. 12701-12839) and is subject to all applicable Federal Laws and regulations; and

WHEREAS, Jefferson County has issued a Request for Proposals for Legal Services; and

WHEREAS, Massey, Stotser & Nichols, P.C. was selected through the Request for Proposals process.

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Jefferson County, Alabama that the President of the County Commission is authorized and hereby directed to execute the Agreement between Jefferson County and Massey, Stotser & Nichols, P.C. to perform said Legal Services in an amount not to exceed \$30,000.00 in support of Jefferson County's Community Development Programs. This Agreement will be paid for with Federal Funds.

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

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Jul-3-2007-802

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Lease Agreement between Jefferson County, Alabama and Christopher D. Butler for lease of two vacant flood mitigation lots located at 1390 Republic Lane and 1414 Republic Lane in Jefferson County to be used for a garden.

LEASE AGREEMENT (FEMA PURCHASED LOT)

RECITAL

Jefferson County, Alabama, purchased property located in floodway and/or flood zones with Federal Emergency Management Administration (FEMA) grants which require the removal of houses and improvements and that the cleared land be used in perpetuity as open space, which includes gardening, in order to protect and preserve natural flood plane values.

The County desires to lease the property to adjacent or nearby property owners for such authorized purposes in consideration of Lessee's maintaining the property. (Exhibits on file in the Economic Development Department)

W I T N E S S E T H

IN CONSIDERATION of One Dollar (\$1.00) each to the other received and the mutual promises herein, Jefferson County, as Lessor, and the undersigned Lessee hereby agree as follows:

1) Jefferson County hereby lets and leases the property described on Exhibit B hereto to the undersigned Lessee for use as a

garden and other open space uses authorized by FEMA and reflected on the copy of a deed attached hereto as Exhibit A (on file in the Minute Clerk's office).

2) The undersigned Lessee hereby accepts this lease and agrees to use the leased property only for gardening and other open space uses authorized by FEMA and reflected on Exhibit A hereto. In addition to the FEMA rules, Jefferson County specifically prohibits parking and storing automobiles on this property.

3) Lessee agrees to maintain the leased property by regular grass cutting and Keeping it free of rubbish and performing all other usual and ordinary property Maintenance responsibilities.

4) Lessee agrees to protect and preserve the property and prevent Unauthorized uses by any others.

5) The term of this lease shall be one year from the date hereof; and with automatic renewals each year thereafter for a total lease period of five years. Provided, either party may terminate the lease by giving the other a 30day written notice of termination.

6) Lessee hereby acknowledges personal familiarity with the property and accepts it "as is"; and hereby agrees to indemnify, hold harmless and defend Jefferson County, its officials and employees from and against any claims, suits, or judgments for injuries including death, and damages to property, in any way arising out of this lease from any individual or entity whatsoever, including Lessee.

IN WITNESS WHEREOF, the parties have caused this lease to be duly executed as reflected below on this g day of 2007

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

Lessee:

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

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Jul-3-2007-803

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Modification # 1 to the agreement between Jefferson County, Alabama and A Plus for the WIA Summer Youth Program. This modification changes the starting date from June 11, 2007 to June 12, 2007 and decreases the contract amount from \$50,000 to \$49,982. No additional funds needed.

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

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Jul-3-2007-804

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Workforce Investment Act Business and other type Partners required by Title One of the Workforce Investment Act and shown as follows, be and hereby is approved.

BUSINESS REPRESENTATIVES:

Healthcare Executive

Ronnelle C. Stewart, V.P. of Human Resources (Acting Chair)

Art Stewart - Alternate

Brookwood Medical Center

Term: 6/30/07 to 6/30/10

Construction Industry

Walter Howlett, Chairman CEO

A.G. Gaston Construction Company

Term: 6/30/07 to 6/30/10

Chamber of Commerce

Russell Cunningham, CEO

Deborah Vance - Alternate

Birmingham Regional Chamber of Commerce  
Term: 6/30/07 to 6/30/10

Business

Willie Chriesman, President  
Chriesman & Associates  
P.O. Box 26212  
Term: 6/30/07 to 6/30/10

Research

Gini Bell, Manager, Human Resources  
Southern Research Institute  
Term: 10/30/06 thru 10/2/09

Industry

Bobby Tom Crowe Vice President  
Walter Industries  
Term: 10/3/06 thru 10/2/09

Labor Organization

Fred Ward, Business Manager  
Painters Local Union #57  
Term: 6/30/07 to 6/30/10

Community Based/Faith Based Organization (1)

Cris Retan  
Aletheia House  
Term: 6/30/07 to 6/30/10

Economic Development

Nigel Roberts  
Term: 6/30/07 to 6/30/10

Business - Real Estate

Arnold G. Mooney 11, CCIM  
Vice President  
Colonial Properties Trust  
Term: 6/30/07 to 6/30/10

Business

Frank Denney  
President  
Apartment Energy Corporation  
Term: 6/30/07 to 6/30/10

Business

Dr. Thomas Ellison  
Medical Services Director  
Project H.E.L.P. USA  
Term: 6/30/07 to 6/30/10

Construction

Warren Jones  
Saber Construction  
Term: 6/30/07 to 6/30/10

Business

Ronnie Acker  
President  
Bessemer Area Chamber of Commerce  
Term: 6/30/07 to 6/30/10

Business

Lynn Battle  
Vice President  
Phoenix Development L.L.C.  
Term: 6/30/07 to 6/30/10

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

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Jul-3-2007-805

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

Disposals

Roads and Transportation: Right-of-Way

701620	Dispose	Computer Monitor	Auction
703398	Dispose	Zip Drive	Auction
704436	Dispose	Compaq Monitor	Auction
704437	Dispose	Monitor	Auction
705922	Dispose	Printer	Auction
705922	Dispose	Printer	Auction

Fleet Management

020075	Dispose	Sedan 4DR CV G/W 03 A036016	Salvage Parts
020076	Dispose	Sedan 4DR CV G/W 03 A036017	Salvage Parts
020384	Dispose	Digital Copier RC2310	Auction
020387	Dispose	Digital Copier RC2310	Auction
020835	Dispose	Digital Copier RC2310	Auction

Transfers

011516	Dispose	Compaq Monitor	Transfer
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Motion was made by Commissioner Humphryes seconded by Commissioner Langford that the above resolution be adopted.  
Voting "Aye" Humphryes, Langford, Carns, Collins and Smoot.

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Jul-3-2007-806

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Director is authorized to transfer \$200,000 from Cooper Green Mercy Hospital (Fund 31) to Capital Fund (21) for MRI renovations.

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

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Jul-3-2007-807

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Director is authorized to transfer \$205,000 from Indigent Care Fund (12) to Cooper Green Mercy Hospital Fund (31) to purchase respiratory equipment.

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

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Jul-3-2007-808

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a grant application to The Alabama Department of Economic and Community Affairs in the amount of \$25,638.00 to be used for the StrongGirls Program, a gender responsive program whose goal is to decrease high-risk behaviors in females involved with the juvenile justice system.

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

Jul-3-2007-809

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a grant application to The Alabama Department of Economic and Community Affairs in the amount of \$14,939.00 to be used for the Release to Aftercare Program (RAP) at Jefferson County Family Court.

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

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Jul-3-2007-810

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-05-061 Betty Jo Morrison, owner. Change of zoning on Parcel ID # 12-5-3-1-3 in Section 5 Twp 16 Range 1 West from C-1 (Commercial) to R-6 (Single Family) for compliance for an existing mobile home. (Site Only: 2851 Sweeny Hollow Circle, Birmingham, AL 35215) (PINSON) (0.61 Acres M/L)

RESTRICTIVE COVENANTS: Only one mobile home. 2. Mobile home shall not be used for rental purposes.

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

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

Z-2007-014 Chuck A. Harris, owner. Change of zoning on Parcel ID# 9-30-2-0-38 in Section 30 Twp 15 Range 1 West from A-1 (Agriculture) to C-1 (Commercial) for a bank and retail sales. (Site Only: 6815 Highway 79, Pinson, AL 35126) (PINSON) (7.7 Acres M/L)

RESTRICTIVE COVENANTS: 1. This property shall be developed in substantial conformance to the submitted site plan, with any future development subject to prior approval by the Planning & Zoning Commission. 2. A right turn lane from Highway 79 shall be provided. 3. A left turn lane and/or right turn lane may be required on Rudd School Road at the discretion of the Director of Roads & Transportation. 4. Reversionary clause.

Z-2007-017 R.J. Company, owner; Robert R. Mitchell, agent. Change of zoning on Parcel ID# 22-6-3-5-31 in Section 6 Twp 17 Range 3 West from A-1 (Agriculture) to R-1 (Single Family) for a single family residential subdivision. (Site Only: 2230 Retta Drive, Birmingham, AL 35214) (FORESTDALE) (9.3 Acres M/L)

RESTRICTIVE COVENANTS: 1. The property shall be development with no more that nine lots. 2.. Reversionary covenant

Motion was made by Commissioner Langford seconded by Commissioner Smoot that Z-05-061, Z-07-009,Z-07-014 and Z-07-017 be approved. Voting "Aye" Langford, Smoot, Carns, Collins and Humphries.



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Jul-3-2007-811

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Shaif Ali Aljahmi, applicant; d/b/a Huffman Market located at 818 Florentine Drive, Birmingham, AL 35215, for an off-premise retail beer and wine license, be and hereby is approved.

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

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Jul-3-2007-812

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following release between Jefferson County, Alabama and Butch Chandler of two parcels of sanitary sewer right-of-way (Acton Road Sewer Extension).

Agent

THIS INSTRUMENT PREPARED BY  
James F. Henderson, Jr. Senior Land Acquisition  
  
A200 Courthouse  
Birmingham, Alabama 35203

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of One and 00/100 DOLLARS ( \$1.00 ) to Jefferson County, a political subdivision of the State of Alabama in hand paid by Butch Chandler, the receipt whereof is acknowledged we do remise, release, quit claim and convey to the said Butch Chandler. all our right, title, interest, and claim in or to the following described real estate, to wit:

Two parcels of Sanitary Sewer Right-of-Way being more particularly described as follows:

Parcel No. 1

Commence at the SE corner of the NW ¼ of the NW ¼ of Section 34, Township 18 South, Range 2 West; thence run north along the east line of the said ¼ - ¼ a distance of 441.45 feet; thence turn an angle left of 90°00' 00" and run westerly a distance of 402.76 feet; thence turn an angle left of 64°24'57" and run southwesterly a distance of 183.58 feet; thence turn an angle right of 82°57' 40" and run westerly a distance of 21.98 feet to a point on the westerly right-of-way line of Acton Road and Point of Beginning of the 20 foot wide sanitary sewer right-of-way lying 10.00 feet on each side of, parallel to, the following described line: continue along the last described line a distance of 13.00 feet to the Ending Point of this line.

Parcel No.2

Commence at the SE corner of the NW ¼ of the NW ¼ of Section 34, Township 18 South, Range 2 West; thence run north along the east line of the said ¼ - ¼ a distance of 441.45 feet; thence turn an angle left of 90°00' 00" and run westerly a distance of 402.76 feet; thence turn an angle left of 64°24' 57" and run southwesterly a distance of 183.58 feet; thence turn an angle left of 7°02' 20" and run southwesterly a distance of 200.00 feet; thence turn an angle to the right of 83°20' 20" and run westerly a distance of 22.10 feet to a point on the westerly right-of-way line of Acton Road and Point of Beginning of the 20 foot wide sanitary sewer right-of-way lying 10.00 feet on each side of, parallel to, the following described line: continue along the last described line a distance of 12.90 feet to the Ending Point of this line.

All of said Sanitary Sewer Rights-of-Way lies in the NW ¼ of the NW ¼ of Section 34, Township 18 South, Range 2 West, Huntsville Meridian, Jefferson County, Alabama and contains 0.012 acres, more or less.

Less and except:

1. Right-of-Way and Roadway and Utility Easement conveyed to Jefferson County as recorded in Instrument No. 9712/7462 in the Probate Office of Jefferson County, Alabama.
2. Right-of-Way and Roadway and Utility Easement conveyed to Jefferson County as recorded in Instrument No. 9712/7450 in the Probate Office of Jefferson County, Alabama.

Situated in Jefferson County, Alabama

TO HAVE AND TO HOLD, to the said heirs and assigns forever.

Given under my hand(s) and seal(s), this 3<sup>rd</sup> day of July, 2007

JEFFERSON COUNTY, ALABAMA  
Betty Fine Collins, President  
Jefferson County Commission

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

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Jul-3-2007-813

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

ITEM 1.

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer  
Department: Roads and Transportation  
Date: June 26, 2007  
Purpose: Payment for Temporary Construction Easement for Tarrant Huffman Road Replacement Sewer  
Tr. No. 30 - Five Mile Basin Agent Alan Dodd  
Price: \$100.00  
Pay to the order of: Charles Robinson  
Mailing Address: 2929 Snavely Avenue S.W.  
Birmingham, AL 35211  
Fund # 34  
Organization/Division # 7352  
Object# 54184  
Check Delivery Code 5000

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

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Jul-3-2007-814

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Warranty Deed and Quit Claim Deed between Jefferson County, Alabama and Drummond Company, Inc. for sale of the Boyles Sewer Plant Site.

Prepared By: William B. Long  
P. O. Box 1549  
Jasper, AL 35502-1549

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that this deed is made by and between JEFFERSON COUNTY, ALABAMA, a legal entity ( GRANTOR ) and DRUMMOND COMPANY, INC., an Alabama Corporation (GRANTEE ), whose address is 3000 Hwy. 78 East, Post Office Box 1549, Jasper, Alabama 35502-1549.

W I T N E S S E T H:

That the GRANTOR, for and in consideration of )One Hundred Forty Thousand Five Hundred and No/Dollars (\$140,500.00), in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the said GRANTEE, all of the following described real property located in Jefferson County, Alabama, to-wit:

Part of the SW ¼ of the NE ¼, and the NE ¼ of the SW ¼, and the NW ¼ of the SE ¼, all in Section 6, Township 17 South, Range 2 West, Jefferson County, Alabama, described as follows: Begin at a 3 capped pipe, purported to be the SW corner of the SW ¼

of the NE ¼, and run N 0°00' 32" E, 203.19 feet to a 1 ¾ capped pipe, purported to be on the West line of the SW ¼ of the NE ¼; thence S 88°18' 47" E, 550.66 feet to a 2 ½ capped pipe; thence S 25°55' 24" E, 469.11 feet to an old railroad rail; thence S 46°20' 54" W, 1201.74 feet to a 3 capped pipe stamped Drummond Company Inc., PLS 17832; thence N 12°06' 24" W, 809.63 feet to an old railroad rail; thence N 46°07' 44" E, 393.67 feet to the Point of Beginning. Containing 17.04 acres. Minerals and mining rights excepted. Bearings are Alabama Grid North NAD 27 (West Zone).

By acceptance of this deed, GRANTEE agrees that this conveyance is made subject to any patent and/or latent defects in the above described real property. GRANTOR has not made and does not make any warranty or representation concerning the physical condition, operation, compliance with law or any other matter affecting or related to the Property. GRANTEE expressly acknowledges that no such representation has been made. It is expressly understood and agreed with respect to the physical nature or condition of the Property, the Property is sold and conveyed "AS IS" and "WITH ALL FAULTS" without any representation or warranty by GRANTOR. GRANTEE expressly represents to GRANTOR that GRANTEE has tested and inspected the property for any hazardous condition whatsoever, and is accepting this deed without relying upon any such representation or warranty by GRANTOR, its employees, agents or contractors, or any other person or entity with respect to the condition of or any other matter relating to the Property or any part thereof. The disclaimers set forth in this deed shall survive the conveyance of the Property to GRANTEE.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises, together with the appurtenances, unto the said GRANTEE and their assigns forever. And the GRANTOR covenants and agrees with the said GRANTEE that GRANTOR is seized of an indefeasible estate in fee simple in and to said property; that GRANTOR has the lawful right to sell and convey the same in fee simple; that the said property is free from all mortgages, liens, and encumbrances; that GRANTEE is entitled to the immediate possession thereof; and that GRANTOR will forever warrant and defend the title to the same and the possession thereof unto the said GRANTEE and their assigns, against the lawful claims and demands of all persons, whomever.

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

JEFFERSON COUNTY, ALABAMA  
Bettye Fine Collins, President  
Jefferson County Commission

Prepared by: William B. Long  
P. O. Box 1549  
Jasper, Alabama 35502-1549

#### QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Eight Thousand and No/100 Dollars (\$8,000.00) and other valuable consideration in hand paid to the undersigned, JEFFERSON COUNTY, ALABAMA, a legal entity, the receipt whereof is hereby acknowledged, the undersigned, (hereinafter called GRANTOR), hereby remises, releases, quit claims, grants, sells and conveys unto said DRUMMOND COMPANY, INC., a corporation, (hereinafter called GRANTEE), all its right, title, interest and claim in and to the following described real estate, situated in Jefferson County, Alabama, to wit:

Lot 42, according to the Survey of James B. Clow & Sons, Inc. 2nd Addition to Tarrant City, as recorded in Map Book 57, Page 76, in the Probate Office of Jefferson County, Alabama.

By acceptance of this deed, GRANTEE agrees that this conveyance is made subject to any patent and/or latent defects in the above described real property. GRANTOR has not made and does not make any warranty or representation concerning the physical condition, operation, compliance with law or any other matter affecting or related to the Property. GRANTEE expressly acknowledges that no such representation has been made. It is expressly understood and agreed with respect to the physical nature or condition of the Property, the Property is sold and conveyed "AS IS" and "WITH ALL FAULTS" without any representation or warranty by GRANTOR. GRANTEE expressly represents to GRANTOR that GRANTEE has tested and inspected the property for any hazardous condition whatsoever, and is accepting this deed without relying upon any such representation or warranty by GRANTOR, its employees, agents or contractors, or any other person or entity with respect to the condition of or any other matter relating to the Property or any part thereof. The disclaimers set forth in this deed shall survive the conveyance of the Property to GRANTEE.

TO HAVE AND TO HOLD to said GRANTEE forever.

Given under our hands and seals this the \_\_\_ day of \_\_\_\_\_, 2007.

JEFFERSON COUNTY, ALABAMA  
Bettye Fine Collins, President  
Jefferson County Commission

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

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Jul-3-2007-815

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Road Crews are authorized to pick up and dispose of debris resulting from the storm which occurred on June 27, 2007 in the Crumley Chapel/Minor Area.

The subject pickup will be of debris laced on county rights-of-way for a period not in excess of one week beginning July 5t thru July 13<sup>th</sup>. The pickup will be from storm damage debris only and will not include garbage or other household waste.

Property owners should place debris on rights-of-way separated into the following categories:

<b>BURNABLE</b>	<b>NON-BURNABLE</b>	<b>HAZARDOUS TOXIC</b>
Trees, limbs, timber and wood products	Rubber products, plastic glass, metal, sheetrock, cloth, masonry, appliances	Petroleum products, paint, asbestos, electrical projects

THIS DOES NOT INCLUDE HOUSEHOLD GARBAGE.

Call Ketona Maintenance District at 849-2321 and the Bessemer Maintenance District at 481-4228 to schedule this pickup or call the County Engineer's office at 325-5795.

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

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**COOPER GREEN MERCY HOSPITAL GOVERNING BODY**

Jul-3-2007-816

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:

JUNE, 2007 MEDICAL STAFF APPLICATIONS

Internal Medicine Rick Player, MD, Chair

<u>Name</u>	<u>Speciality</u>
Marsha Sturdevant, MD	Internal Medicine
Nirmala Jetty, MD	Psychiatry
Diane Settles, MD	Int Med 9CMR)
Andrew Sellers, MD	Int Med (CMR)
Jacob Townsend, MD	Int Med (CMR)
Nicholas VonWagoner, MD	Int Med (CMR)
Anika Wilson, MD	Psychiatry
Michael Robards, MD	Nephrology
Jeffrey Weeks, MD	Dermatology
Vera Soong, MD	Dermatology

OB/Gyn Rowell Ashford, II, MD, Chair

Michael Doyle, MD	Pediatrics
Mia Cowan, MD	OB/Gyn
Christopher Foster, MD	Pediatrics

Surgery Carol Leitner, MD, Chair

Lawrence Downs, DPM	Podiatry
Joshua Long, MD	General Surgery
Brett Gerwin, MD	Ophthalmology

Michael Davis, MD	Plastic Surgery
Ian MarreroAmadeo, MD	Plastic Surgery
Anthony Correnti, MD	Ophthalmology
Aaron McKinley, MD	Ophthalmology

MEDICAL STAFF REAPPOINTMENT APPLICATIONS

JUNE, 2007

Internal Medicine Rick Player, MD, Chair

<u>Name</u>	<u>Specialty</u>
Ryan Nash,MD	Internal Medicine
John Fiveash, MD	Radiation/Oncology
R. David Kachelhofer, MD	Radiology (Moonlighting)

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

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Jul-3-2007-817

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and CARE Professional Services, Inc. to provide staffing to assume the duties and responsibilities of the Credit and Collections Department of CGMH beginning April 1, 2007 and ending September 30, 2007 in the amount of \$75,000.

CONTRACT NO. 127-03

CONTRACT

WHEREAS, Jefferson County Commission Alabama d/b/a Cooper Green Mercy Hospital, herein called "the County", desires to contract for services: and

WHEREAS, the undersigned, CARE Professional Services Inc, herein called "the Contractee", desires to furnish services to the County.

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

1. SCOPE OF WORK: To provide staffing to assume the duties and responsibilities of the Credit and Collections Department of Cooper Green Hospital as outlined and agreed to in the Invitation to Bid No. 127-03.
2. TERM OF WORK: This contract extension will be effective April 1, 2007 and end September 30, 2007. This contract may be extended at the mutual agreement of both parties.
3. COMPENSATION: The Contractee shall be paid the sum of 17.5 percent contingency on all dollars collected payable monthly plus a mail room service charge of 19.2 cents per piece of mail added to the actual postage with all volume discounts being passed through the County payable biweekly.
4. 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.
5. 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
6. 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.
7. 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.
8. 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.
9. 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.

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.

CONTRACTEE	Jefferson County Commission Alabama
Jerry Arnold, President	d/b/a Cooper Green Mercy Hospital
CARE Professional Services, Inc.	Betty Fine Collins, President
	Jefferson County Commission Alabama

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

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Jul-3-2007-818

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Reagent Agreement/Reagent Rental Program between Jefferson County, Alabama and Biosite, Inc. to provide equipment and materials for performing cardiac testing at the bedside in the Emergency Department in the amount of \$70,000.

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

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Jul-3-2007-819

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Memorandum of Agreement between Jefferson County, Alabama and the Corporation for National and Community Services to continue the AmeriCorp Vista program, to include two fully funded, full-time volunteers at no cost and one cost share volunteer in the amount of \$9,9996 annually.

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

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Jul-3-2007-820

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and UAB - School of Health Related Professions to provide clinical experience for Surgical Physician Assistant students.

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

Jul-3-2007-821

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Danka Office Imaging to provide one-year of maintenance for a Canon CLC 900 color copier with slide scanner located in the Coroner/Medical Examiners' office in the amount of \$1,056.96.

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

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Jul-3-2007-822

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.

Brandon C. Pendergrass

Cornelius Harris

Stephen A. Burnett

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

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

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Jul-3-2007-823

BE IT RESOLVED BY THE JEFFERSON COMMISSION that the Finance Director is directed to issue a check to the law firm of Wallace, Jordan, Ratliffe & Brandt, LLC in the amount of \$20,031.86 in connected with legal services rendered by the firm to the Citizens Supervisory Commission in the case styled U.S.A. v. Jefferson County, Federal District Court Case No. CV75-666.

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

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Jul-3-2007-824

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to Memorandum of Agreement between Jefferson County, Alabama and the Freshwater Land Trust to pay \$4,500,000 to the Red Mountain Greenway and Recreational Area Commission for funding of the Red Mountain Park.

AMENDMENT TO MEMORANDUM OF AGREEMENT

This Amendment to Memorandum of Agreement (this "Amendment") is executed as of this the day of July, 2007, by and between the Jefferson County Commission, the governing body of Jefferson County, Alabama (the "County Commission"), and the Freshwater Land Trust, an Alabama nonprofit corporation, as successor by change of name to the Black Warrior-Cahaba Rivers Land Trust (the "Land Trust"), and amends that certain Memorandum of Agreement (the "Agreement") dated December 19, 2005, by and between the County Commission and the Black Warrior-Cahaba Rivers Land Trust.

WHEREAS, the Real Estate Purchase Agreement between United States Steel Corporation, as seller, and the Land Trust, as buyer, as identified in the Agreement, has been amended by that certain First Amendment of Real Estate Purchase Agreement (Red

Mountain Park Property) dated as of November 14, 2005, and that certain Second Amendment of Real Estate Purchase Agreement (Red Mountain Park Property) dated as of February 23, 2007 (hereinafter collectively called the "USS Purchase Agreement").

WHEREAS, the Land Trust assigned all of its right, title and interest in and to the USS Purchase Agreement to the Red Mountain Greenway and Recreational Area Commission, an agency of the State of Alabama, pursuant to that certain Assignment and Assumption Agreement dated as of February 23, 2007; and

WHEREAS, the County Commission and the Land Trust desire to amend the Agreement to reflect the assignment of the USS Purchase Agreement and the revised terms to which the parties have agreed.

NOW, THEREFORE, the Agreement is hereby amended as follows:

1. The Agreement shall reflect that, as permitted pursuant to recital C of the Agreement, the Land Trust has assigned its rights as buyer under the USS Purchase Agreement to the Red Mountain Greenway and Recreational Area Commission, an agency of the State of Alabama.

2. The County Commission and the Land Trust acknowledge that the Red Mountain Greenway and Recreational Area Commission is the approved designee of the Land Trust for purposes of receiving the payment contemplated in the Agreement.

3. Numbered paragraph 3 shall be deleted in its entirety and the following shall be substituted therefor:

"3. The Jefferson County Commission agrees to pay the sum of Four Million Five Hundred Thousand Dollars (\$4,500,000.00) in a single payment to the Red Mountain Greenway and Recreational Area Commission. Said payment shall be made on or before July 31, 2007."

4. The following numbered paragraph 4 shall be added to the Agreement:

"4. This Amendment amends the Memorandum of Agreement between the parties heretofore executed on December 19, 2005 and any other agreements between the parties. When the above referenced payment of Four Million Five Hundred Thousand Dollars (\$4,500,000.00) is made, the Jefferson County Commission shall have no further obligation to the Land Trust or any other entity in connection with the funding of the Red Mountain Park."

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the day and year first above written.

JEFFERSON COUNTY, ALABAMA

BETTYE FINE COLLINS, President

Jefferson County Commission

FRESHWATER LAND TRUST, an Alabama nonprofit corporation, successor by change of name to the Black Warrior-Cahaba Rivers Land

Trust

TEMPLE TUTWILER, III, Chairman

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

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Jul-3-2007-825

Whereas, the U.S. Department of Justice has authorized funding for Jefferson County Sheriff's Office through the 2008 Justice Assistance Grant (JAG); and

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

Whereas this grant requires no matching funds; and

Whereas application for these funds requires entering into a Memorandum of Understanding with the City of Birmingham to equally share the block of funds made available through recognition of Jefferson County and the City of Birmingham as disparate jurisdictions.

Now Therefore Be It Resolved that Jefferson County Commission approves application for the 2008 Justice Assistance Grant (JAG) and authorizes the President to sign the Memorandum of Understanding.

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



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

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President

ATTEST

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Minute Clerk