

STATE OF ALABAMA)

JEFFERSON COUNTY) January 24, 2012

The Commission convened in regular session at the Bessemer Courthouse at 9:00 a.m., David Carrington, President, presiding and the following members present:

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Bowman seconded by Commissioner Brown that the Minutes of December 22, 2011 and January 10, 2012, be approved. Voting "Aye" Bowman, Brown, Carrington, Knight and Stephens.

The Commission met in Work Session on January 17, 2012, and approved the following items to be placed on the January 24, 2012, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 3.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 17.
- Commissioner Carrington, Administrative Services Committee - Items 1 and 2.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 3.
- Commissioner Stephens, Finance & Information Technology Committee Items A through K and Item M.

Judge Alan King, Probate Court gave an update regarding upcoming elections in the County. He said that additional volunteer/temporary workers were still needed and asked for more help from department heads. Judge King stated that any overtime pay would come from a Probate Court account, not from the various departments.

Commissioner Carrington gave a statement listing a history of budget reduction actions and a discussion of the General Fund fix. He asked the Commissioners their opinions on advertising a bill for reinstatement of the occupational tax for the upcoming Legislative Session. He received unanimous support from the other Commissioners.

The Executive Director of Positive Maturity, Inc. spoke to the Commission regarding various programs they offer to senior citizens of the County. A new program has been established to provide free assistance to senior citizens in renewing their automobile tags on-line.

A Public Hearing was held to receive comments on the liquor application submitted by Wadsworth Oil Company of Clanton Inc., applicant; James D. Wadsworth, President; Erskine Terry Carroll, Secretary/Treasurer; Barbara E. Cunningham, Vice President; Al Headley, Store Manager, d/b/a The Store 16. There being no comments the Commission took the following action.

Jan-24-2012-29

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Wadsworth Oil Company of Clanton Inc., applicant; James D. Wadsworth, President; Erskine Terry Carroll, Secretary/Treasurer; Barbara E. Cunningham, Vice President; Al Headley, Store Manager, d/b/a The Store 16 located at 6663 Old Tuscaloosa Highway, Birmingham, AL 35111 for an off-premise 050 Retail Beer and 070 Retail Table Wine license, be and hereby is approved.

Motion was made by Commissioner Knight seconded by Commissioner Stephens that the above resolution be approved. Voting "Aye" Knight, Stephens, Bowman, Brown and Carrington.

A Public Hearing was held to receive comments on the liquor application submitted by Woodward Golf and Country Club Inc., applicant; Junius Verchot Jr., President; Gary Lynn Martin, Vice President; Joseph Daniel Vice, House Chairman/Store Manager. There being no comments the Commission took the following action.

Jan-24-2012-30

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Woodward Golf and Country Club Inc., applicant; Junius Verchot Jr., President; Gary Lynn Martin, Vice President; Joseph Daniel Vice, House Chairman/Store Manager, located at 2141 Wheel Drive, Bessemer, AL 35020 for an 031 Club Liquor - Class 1 (on-premises only) license, be and hereby is approved.

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

A Public Hearing was held to receive comments of the road closure and discontinuance of roadway maintenance of Lakeland Trail across the Altadena Lake dam between Altadena Lake Road and Altadena Lake Circle. Betty Shivers, Penny Philley, LaNell Evans, Kay Acton, Celeste Waller, Anita Biggs and Beth Thomas spoke to the Commission regarding this issue. After discussions, the Commission took the following action:

Jan-24-2012-31

LAKELAND TRAIL PARTIAL CLOSURE

WHEREAS, the River Estates subdivision located in the Southeast Quarter of Section 33 and the Southwest Quarter of Section 34, Township 18 South, Range 2 West of Jefferson County and recorded in Mapbook 53, Page 55 of the Jefferson County Probate Office in the Jefferson County Courthouse located in Birmingham Alabama includes public road right of way for River Estates Road, currently named and known as Lakeland Trail.

WHEREAS, Jefferson County has previously accepted the section of Lakeland Trail, formerly known as River Estates Road, located in Jefferson County for maintenance and has maintained said section of roadway, with the exception of the Altadena Lake dam on which a section of the road is situated and the open spillway for Altadena Lake, which crosses said section of roadway.

WHEREAS, the Altadena Lake Corporation, which owns and is responsible for the Altadena Lake property, including the dam and spillway, have petitioned the Jefferson County Commission to "Close Lakeland Trail over the dam by Altadena Lake" citing that "the deterioration of the concrete in the spillway makes this part of the road unsafe to travel on."

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission to close and discontinue roadway maintenance on the section of Lakeland Trail, formerly known as River Estates Road, that crosses the Altadena Lake Dam between lots 7 and 27 which is shown to be 30 feet wide on the River Estates Plat recorded in Mapbook 53 Page 55 of the Jefferson County Probate Office in the Jefferson County Courthouse located in Birmingham Alabama.

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Jan-24-2012-32

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-2011-025 Brentwood Properties, Inc., owners; Randy Brooks, agent, requests a change of zoning on Parcel IDs 38-28-2-1-24, 25, 26, 27, 28, 29, 30, 36, 37, 38, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 39, 40, 41, 42, (Lots 6-12, and 83-85 in Meadow Lake Phase I; Lots 86-95 and 149-158 in Meadow Lake Phase II; and Lots 159-162 in Meadow Lake Phase I); Parcels 38-28-2-1-1 & 18.1, and 38-21-3-27-1-4.0, in Sections 28 and 21, Twp 19 Range 4 West from R-2 to R-G for a re-platting of an existing subdivision, and an addition to said subdivision. (Site Addresses: 5221, 5225, 5229, 5232, 5228, 5224, and 5220 Meadow Lake Circle; 5194, 5190, 5186, 5178, 5172, 5168, 5164, 5160, 5156, 5152, 5148, 5144, 5138, 5135, 5139, 5143, 5149, 5155, 5163, 5167, 5171, 5175, 5179, 5183, 5187, 5191, and 5195 Meadow Lake Trail. Bessemer, AL 35020; and Site Only Address: 1301 Delta Street, Bessemer, AL 35020)(EASTERN VALLEY)(60 Acres M/L)

REZONING CONTINGENT UPON submission of an interim drainage plan and analysis to, and its approval by, the Department of Roads and Transportation; and said zoning to be further made subject to the following COVENANTS: 1. the development shall be limited to no more than 90 lots; 2. a 15-foot planted buffer shall be installed and maintained along the western boundary; and, 3. one level residences shall be 1,400 square feet of heated and cooled space, and two level homes shall be a minimum of 1,600 square feet of heated and cooled space.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that Z-2011-025 be approved subject to filing of covenants. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

Jan-24-2012-33

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the General Retirement System take the following action: Geoffrey L. Parker, Sheriff's Office was granted a military leave of absence from February 1, 2011 to October 1, 2011, and the amount of pension contributions due Geoffrey L. Parker is \$1,908.59 plus the County matching contributions of \$1,908.59 for a total of \$3,817.18.

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Jan-24-2012-34

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Conditional Consent to Encroachment and Release of Damages Agreement between Jefferson County, Alabama and Dolgencorp, LLC regarding an encroachment within a County sanitary sewer easement. There is no cost to the County associated with said agreement.

CONDITIONAL CONSENT TO ENCROACHMENT AND RELEASE OF DAMAGES

THIS AGREEMENT made as of the day of , 20 , by and between JEFFERSON COUNTY, ALABAMA (the "County") and DOLGENCORP, LLC (the "Owner").

RECITALS:

Owner is the owner of real property being the Dollar General Bessemer Distribution located at 4101 Lakeshore Parkway, Bessemer AL. 35022, more particularly described as Lot 1 Dollar General Subdivision, recorded in Map Book 46, Page 53, in the Probate Office of Jefferson County, Alabama, Bessemer Division. Owner has added a slope of earth fill which enters into an Jefferson County Sanitary Sewer Easement (the "Easement") and terminates over an existing sanitary sewer main for the purpose of accommodating two concrete pads which support electrical transformers, all adjacent to said Easement (as shown on Exhibit "A", attached-on file in the Minute Clerk's office), for the purpose of serving the Dollar General Bessemer Distribution. Owner and County mutually desire to enter into this Agreement to address the encroachment of the Improvements within the Easement.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals and the mutual agreements herein, the parties agree as follows:

1. In consideration of the mutual agreements herein, Owner agrees that the County may utilize the Easement for all intended purposes of the Easement, including, without limitation, any installation, repair, maintenance or replacement of sanitary sewer lines (collectively, the "Easement Rights"). Should the County deem it necessary to remove or disturb any of the Improvements in order to utilize the Easement for its intended purposes or exercise the Easement Rights on the adjacent property, the County may do so at any time in its discretion, and the

reasonable methodology for installation, repair maintenance or replacement of sewer lines is totally at the discretion of the County and its Department of Environmental Services. If Owners' Improvements are damaged in any way due to the exercise of our easement rights, the responsibility for the replacement of Owner's Improvements or personal property or for any repairs to personal property or the Improvements and the cost of any such repairs will be borne solely by the Owner. Owner fully and forever releases and discharges the County from any and all liability, cost, damage including but not limited to any power disruptions of any nature, or expense to the Improvements suffered or incurred by Owner as a result of the County's exercise of its Easement Rights inside easement or improvements adjacent to easement.

2. Subject to the foregoing agreements of Owner and the terms of this Agreement, the County grants Owner a license to continue the requested encroachment and that no other or greater or further improvements or encroachment whatsoever will be allowed. No such past, present or future encroachment whatsoever will constitute an adverse possession by Owner of the Easement or Easement Rights or constitute any form of waiver or abandonment of all or any part of the Easement or of any Easement Rights.

3. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

4. This Agreement together with the Easement constitutes the full and complete agreement of the parties with respect to the subject matter hereof, supersedes all prior discussions, correspondence and agreements with respect to the subject matter hereof and cannot be modified or amended except by a subsequent written agreement signed by Owner and the County.

5. This Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first set forth above.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington

Its: President

DOLGENCORP, LLC

Its: SVP, Real Estate & Store Development

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Jan-24-2012-35

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that due to the difficult financial situation Jefferson County faces, specifically the recent bankruptcy filing, the County Commission has deemed it necessary to liquidate certain physical assets.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the proceeds from sale of such physical assets, creating one time non-reoccurring revenues, be directly deposited to the Capital Projects Fund as provided in the Jefferson County Fiscal Policy adopted by the Commission on September 28, 2011.

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Jan-24-2012-36

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request to reconsider rezoning case Z-2011-011 for expansion of a car sales business in the Mount Olive area of Jefferson County, be and hereby is approved.

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands

1/24/2012

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CAMERA SUPPLY FOR MORGUE	CORONER/MEDICAL EXAMINER	49.99	1900055194
DISTRICT 1	1000193	JEFFERSON CO TREASURER	EDIBLE ARRANGE,DISPO NUB KIT/ CAR SEAT/MILEAG	CGH: CHEMOTHERAPY CLINIC	762.09	1900055289
*DISTRICT 1					812.08	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH COM DEV NBORHOOD FACILTY SEWER	COMMUNITY DEVELOPMENT	71.40	1900055296
DISTRICT 2	1000193	JEFFERSON CO TREASURER	TRAVEL REIMB FOR PAULA POTTER	ECON DEV WORKFORCE INVEST	30.99	1900055266
DISTRICT 2	1000193	JEFFERSON CO TREASURER	HAND SANIT POSTAGE, PHONE CHARGER, MISC SUPP	R&T: HIGHWAY MAINT-KETONA	162.21	1900055452
DISTRICT 2	1000193	JEFFERSON CO TREASURER	MAIL BOX POST - CAMP BESSEMER	R&T: HIGHWAY MAINT-BESS	23.97	1900055455
DISTRICT 2	1000193	JEFFERSON CO TREASURER	INK, LOCKS, KEYS, & CLEANING SUPPLIES	R&T: HIGHWAY ENG & CONSTR	131.42	1900055456
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH COM DEV: STORM WATER FEES	COMMUNITY DEVELOPMENT	60.00	1900055331
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH COM DEV: STORM WATER FEES	COMMUNITY DEVELOPMENT	81.80	1900055330
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH COM DEV: STORM WATER FEES	COMMUNITY DEVELOPMENT	88.60	1900055334
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH COM DEV: STORM WATER FEES	COMMUNITY DEVELOPMENT	30.00	1900055335
*DISTRICT 2					680.39	
DISTRICT 3	1000032	ALABAMA MESSENGER	BD OF EQUAL 2012 SUBSCRIPTION	BD OF EQUAL - BHAM STATE	15.00	1900055478
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. TRAVEL AUDIT-B. THOMPSON 9/11-9/16	REVENUE	1.11	1900055061
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. TRAVEL AUDIT-W. S. MOORE 9/25-9/30	REVENUE	25.82	1900055059
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. TRAVEL AUDIT-C. BELL 9/25-9/30 NC	REVENUE	4.93	1900055060
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. MILEAGE- ENF.EXAMINERS-P. MITCHELL	REVENUE	51.03	1900055311
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. MILEAGE- ENF.EXAMINERS - NOV	REVENUE	210.20	1900055313
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. MILEAGE- ENF.EXAMINERS - NOV	REVENUE	51.03	1900055315
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. POSTAGE-BIRMINGHAM(TITLE APP) 55.24	REVENUE	55.24	1900055312
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. MILEAGE- ENF.EXAMINERS - NOV	REVENUE	85.05	1900055314
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMBURSEMENT TO CREE FOR FOLDERS	INFO TECH: SYS DEVELOP & ADMIN	13.98	1900055173
DISTRICT 3	1000193	JEFFERSON CO TREASURER	STAMPS/LEVIES/FUEL	SHERIFF ENFORCE-BHAM	191.07	1900055186
*DISTRICT 3					704.46	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FEMA DR-1971 DONATIONS WHOUSE SERVICES & FUEL	EMA - DISASTER RECOVERY	450.00	1900055268
DISTRICT 4	1000193	JEFFERSON CO TREASURER	BOBBY BULLOCH - COPY OF ACCIDENT REPORT	INSPECTION SERVICES	15.00	1900055211
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - VEHICLE PART & DISK DRIVE	EMA	191.99	1900055341
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - FOOD, SUPPLIES FOR EOC	EMA	218.36	1900055450
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FEMA DR-1971 DONATIONS WHOUSE SERVICES & FUEL	EMA - DISASTER RECOVERY	503.08	1900055340
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FEMA DR-1971 DONATIONS WHOUSE SERVICES & FUEL	EMA - DISASTER RECOVERY	566.03	1900055364
*DISTRICT 4					1,944.46	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CSCREIMBURSEMENT_JAMESMILLER	PER BD: ADMINISTRATION	30.00	1900055188
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PETTY CASH - WD CARRINGTON LUNCH MEETING	COMMISSION SUPPORT	39.50	1900055302
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CSCREIMBURSEMENT_BILL BLACKMAN	PER BD: ADMINISTRATION	20.00	1900055189
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CLE-ETHICS OF MARKETING/INTRO TO TRADEMARK	COUNTY ATTORNEY	70.00	1900055344
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CLE-ADA & THE WORKPLACE/COPYRIGHT	COUNTY ATTORNEY	70.00	1900055346
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CLE-BANKRUPTCY PRAC ETHICS/ETHICS CORP REP	COUNTY ATTORNEY	70.00	1900055459
DISTRICT 5	1028845	TERRY J. SMITH	REFUND OF OVERPAYMENT ON ACCT W 0-84654(D)	FINANCE SEWER SERVICES	6.16	1900055592
DISTRICT 5	1028846	GARY J. MAYLON	REFUND FOR PRIVATE METER ADJ & FB#W)-12239(D)	FINANCE SEWER SERVICES	67.07	1900055593
DISTRICT 5	1028896	CARL BUSH	REFUND RETIREE DENTAL DIFFERENCE	HUMAN RESOURCES ADMIN	85.70	1900055180
DISTRICT 5	1028897	HERBERT M. DAVIS	REFUND RETIREE ONE HALF OF HEALTH PREMIUM	HUMAN RESOURCES ADMIN	170.50	1900055181
DISTRICT 5	1028915	CHRIS WHATLEY	REFUND FOR OVERPAYMENT & FB#14-1599004(D)	FINANCE SEWER SERVICES	68.94	1900055594
DISTRICT 5	1028961	CHERYL DUNKLIN	REFUND DENTAL, VISION, AD&D - DOUBLE PAID	HUMAN RESOURCES ADMIN	53.36	1900055339
*DISTRICT 5					751.23	
**					4,892.62	

Motion was made by Commissioner Knight seconded by Commissioner Brown that the Unusual Demands be approved. Voting "Aye"
Knight, Brown, Bowman, Carrington and Stephens.

STAFF DEVELOPMENT

Multiple Staff Development

Economic Development - 2 participants - federal funds

Keith A. Strother	\$1,765.30
Paula Leeth-Potter	\$1,748.08

Southeastern Employment & Training
Hilton Head, South Carolina - February 25-29, 2012

Individual Staff Development

Emergency Management Agency

Horace Walker	\$500.00
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2012 Public Health Preparedness Summit
Anaheim, California - February 21-24, 2012
Registration Only

Motion was made by Commissioner Knight seconded by Commissioner Brown that the Staff Development be approved. Voting "Aye"
Knight, Brown, Bowman, Carrington and Stephens.

REQUEST FOR CERTIFICATION

Cooper Green Mercy Hospital - Housekeeping

Sr. Housekeeping Asst.

Motion was made by Commissioner Knight seconded by Commissioner Brown that the Request for Certification be approved. Voting "Aye"
Knight, Brown, Bowman, Carrington and Stephens.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, THAT THE FOLLOWING REPORT FILED BY T14E PURCHASING DEPARTMENT BE, AND THE SAME HEREBY IS APPROVED. RECOMMENDATIONS FOR CONTRACTS ARE BASED UPON THE LOWEST BIDS MEETING SPECIFICATIONS.

For Week of 12/29/2011- 01/04/2012

RECOMMENDED FOR:

1. COOPER GREEN MERCY HOSPITAL FROM BECKMAN COULTER INCORPORATED, BREA, CA, FOR PAYMENT OF OUTSTANDING INVOICE FOR LABORATORY SUPPLIES INVOICE NO. 7085313 DATED 5-24-11.
SAP PURCHASE ORDER # 2000061001 \$17,655.29 TOTAL
2. COOPER GREEN MERCY HOSPITAL FROM JOINT COMMISSION RESOURCES, CHICAGO, IL, FOR ACCREDITATION / CERTIFICATION FEES. SAP PURCHASE ORDER # 2000061361 \$16,670.00 TOTAL
3. INFORMATION TECHNOLOGY FROM CCA FINANCIAL, RICHMOND, VA, FOR THE LEASE OF VNX 5700 DATA STORAGE UPGRADE SOFTWARE AND HARDWARE. SAP PURCHASE ORDER # 2000061439 \$36,278.46 TOTAL
REFERENCE BID # 96-10 MASTER AGREEMENT # 6434
4. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM MEDRAD INCORPORATED, PITTSBURGH, PA, FOR THE PURCHASE OF ULTRA CONSOLE (\$38,000.00) AND PROVIS INTEGRATED PEDESTAL (\$17,646.00).
SAP PURCHASE ORDER # 2000061398 \$55,646.00 TOTAL
AMERINET CONTRACT # VH-28500 AND VH-21500
5. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM SKYTRON INCORPORATED, DETROIT, MI, FOR THE PURCHASE OF ELECTRO-HYDRAULIC (#3003 IMPLUSE) TABLE. SAP PURCHASE ORDER # 2000061426
\$43,847.00 TOTAL AMERINET CONTRACT # VH-10089
6. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM VERATHON, BOTHELL, WA, FOR THE PURCHASE OF A GLIDESCOPE. SAP PURCHASE ORDER # 2000061444 \$13,530.00 TOTAL
7. SHERIFF: BIRMINGHAM JAIL CORRECTIONS FROM VEOLIA ES SOLID WASTE SE, MOODY, AL, FOR WASTE COLLECTIONS AND DISPOSAL SERVICE. SAP PURCHASE ORDER # 2000061420 \$14,000.00 TOTAL
REFERENCE BID # 175-10
8. COOPER GREEN MERCY HOSPITAL: ADMINISTRATION FROM TRO JUNG BRANNEN, BOSTON, MA, FOR RENOVATIONS AND REMOLDING THROUGHOUT COOPER GREEN MERCY HOSPITAL.
SAP PURCHASE ORDER # 2000061413 \$16,782.63 TOTAL
9. COOPER GREEN MERCY HOSPITAL FROM CINTAS-THE UNIFORM PEOPLE, CINCINNATI, OH, TO PURCHASE UNIFORMS WITH EMBROIDERY. SAP PURCHASE ORDER # 2000061424 \$5,017.70 TOTAL
AMERINET CONTRACT # VH49000

REPORTED FOR:

1. COOPER GREEN MERCY HOSPITAL - DATA PROCESSING FROM LSS DATA SYSTEMS, EDEN PRAIRIE, MN, TO PAY MONTHLY MAINTENANCE LSS SYSTEMS FOR MEDICAL PRACTICE MANAGEMENT APPLICATION IN MEDITECH SYSTEM FOR OUTPATIENT (CLINICS) INFORMATION FOR THE PERIOD OF 9/ 1 / 11 - 12/31 / 11.
SAP PURCHASE ORDER # 2000061465 \$5,140.00 TOTAL
INVOICE # 112440140, 122760144, 113050145 AND 113050144

Week of 1/5/12 - 1/11/12

RECOMMENDED FOR:

1. COOPER GREEN MERCY HOSPITAL FROM STRYKER CORPORATION (MEDICAL DIVISION), CHICAGO, IL, TO PURCHASE TREATMENT RECLINERS AND OTHER SUPPLIES AS OUTLINED IN PURCHASE ORDER.
SAP PURCHASE ORDER # 2000061396 \$24,674.00 TOTAL AMERINET CONTRACT # VQ-10042
2. COOPER GREEN MERCY HOSPITAL FROM HOBART CORPORATION, BIRMINGHAM, AL, FOR HOBART DISHWASHER MAINTENANCE FOR CGMH DIETARY FOR FISCAL YEAR 2012. SAP PURCHASE ORDER # 2000061682
\$8,034.00 TOTAL
3. COOPER GREEN MERCY HOSPITAL: PHARMACY FROM WOLTERS KLUWER HEALTH, HAGERSTOWN, MD, FOR CONTINUATION OF SUBSCRIPTION FOR DRUGS AND FACTS COMPARISONS AND SHIPPING CHARGE.
SAP PURCHASE ORDER # 2000061685 \$5,311.58 TOTAL
4. COOPER GREEN MERCY HOSPITAL FROM TRO JUNG BRANNEN, BOSTON, MA, FOR RENOVATIONS THROUGHOUT COOPER GREEN MERCY HOSPITAL FOR FISCAL YEAR 2012. SAP PURCHASE ORDER # 2000061541
\$25,000.00 TOTAL SOLE SOURCE COMPANY
5. RECOMMENDED FOR ENVIRONMENTAL SERVICES - VILLAGE CREEK WWTP FROM AMSCO, JASPER, AL, TO REPAIR

TWO (2) WEMCO HYDRALSTAL PUMPS (INCLUDES REMOVAL AND REINSTALLATION).

SAP PURCHASE ORDER # 2000061363 \$26,000.00 TOTAL REFERENCE BID # 59-12

6. ENVIRONMENTAL SERVICES - VILLAGE MAINTENANCE SHOP FROM DEZURIK WATER CONTROLS (ECO-TECH IS ASSISTING DEALER), MINNEAPOLIS, MN, FOR FIVE PUMP VALVES. SAP PURCHASE ORDER # 2000061438
\$6,545.00 TOTAL
7. ENVIRONMENTAL SERVICES - VILLAGE CREEK WWTP FROM JIM HOUSE AND ASSOCIATES. BIRMINGHAM, AL, FOR PARTS FOR UV SYSTEM. SAP PURCHASE ORDER # 2000061474 \$207,110.00 TOTAL
SOLE SOURCE COMPANY
8. ENVIRONMENTAL SERVICES - TURKEY CREEK WWTP FROM INDUSTRIAL CHEMICALS, BIRMINGHAM, AL, TO PURCHASE LIQUID ALUM FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000061708
\$25,000.00 TOTAL REFERENCE BID # 169-09
9. ENVIRONMENTAL SERVICES - VILLAGE CREEK WWTP FROM THE MCPHERSON COMPANIES INCORPORATED, BIRMINGHAM, AL, OPEN BID TYPE PURCHASE ORDER FOR OILS AND LUBRICANTS ON AS NEEDED BASIS FOR THE PERIOD OF 1/1/12 - 9/30/12. SAP PURCHASE ORDER # 2000061640 \$10,000.00 TOTAL
REFERENCE BID # 124-09
10. ENVIRONMENTAL SERVICES - CAHAJBA WWTP FROM INDUSTRIAL CHEMICAL, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR LIQUID ALUM SOLUTION FOR THE PERIOD OF 10/1/11 -9/30/12.
SAP PURCHASE ORDER # 2000061657 \$38,660.00 TOTAL REFERENCE BID # 169-09
11. ENVIRONMENTAL SERVICES - SEWER LINE CONSTRUCTION FROM THOMPSON TRACTOR, BIRMINGHAM, AL, PURCHASE ORDER FOR A CATERPILLAR COMPACT TRACT LOADER ON AS NEEDED BASIS FOR THE PERIOD OF 1/1/12 - 9/30/12. SAP PURCHASE ORDER # 2000061661 \$85,899.33 TOTAL REFERENCE BID # 90-11
12. ENVIRONMENTAL SERVICES ADMINISTRATION FROM BEN ATKINSON MOTORS, TALLASSEE, AL, FOR ONE (1) EACH 2012 JEEP PATRIOT VEHICLE. SAP PURCHASE ORDER # 2000061681 \$19,146.00 TOTAL
STATE OF ALABAMA CONTRACT # T191
13. INFORMATION TECHNOLOGY FROM BERNEY OFFICE SOLUTION, MONTGOMERY, AL. FOR PRINTER REPAIR SERVICE FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000061608 \$9,000.00 TOTAL
14. PERSONNEL BOARD OF JEFFERSON COUNTY FROM WILLIS OF ALABAMA INCORPORATED, BIRMINGHAM, AL, TO RENEW THE PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY POLICY FOR THE YEAR 2012-2013.
SAP PURCHASE ORDER # 2000061596 \$28,066.00 TOTAL
15. ROADS AND TRANSPORTATION ADMINISTRATION FROM XEROX CORPORATION, DALLAS, TX, MAINTENANCE FOR XEROX 8830 COPIER FOR THE PERIOD OF 10/1/11 -9/30/12. SAP PURCHASE ORDER # 2000061597
\$7,936.00 TOTAL
16. JEFFERSON COUNTY COMMISSION USER DEPARTMENTS FROM WOOD FRUITTICHER, IRONDALE, AL, TO AWARD CONTRACT FOR REPETITIVE MISCELLANEOUS FOOD PURCHASE S FOR THE PERIOD OF 2/1/12 - 1 /31 / 13 .
REFERENCE BID # 206-09 \$0.00 TOTAL
17. ALL JEFFERSON COUNTY USER DEPARTMENTS FROM ALABAMA CONSTRUCTION SUPPLY, BIRMINGHAM, AL, TO AWARD BID FOR SAFETY SUPPLIES AND RELATED ITEMS FOR THE PERIOD OF 12/1/11 -11/30/12.
REFERENCE BID # 36-12 \$0.00 TOTAL
18. ALL JEFFERSON COUNTY USER DEPARTMENTS FROM MAGIC CITY SPORTSWEAR, BIRMINGHAM, AL, TO AWARD BID FOR T-SHIRTS WITH LOGO FOR THE PERIOD OF 1/6/12 -12/31/12. REFERENCE BID # 9-12 \$0.00 TOTAL
19. COOPER GREEN MERCY HOSPITAL ADMINISTRATION FROM TELECOMMUNICATIONS FUND FINANCE ACCOUNTING AND ADMINISTRATION, MONTGOMERY, AL, FOR MONTHLY MODEM / DSU FOR INSURANCE BILLING, FEE CHARGED BY THE STATE TO ALLOW TWO (2) STATE PERSONNEL RESIDING ON CGMH ONSITE LOCATION; TO ALLOW ACCESS TO MEDICAID DATA LINE INFORMATION FOR THE PERIOD OF 10/1/11 - 9/30/12.
SAP PURCHASE ORDER 4 2000061647 \$5,000.00 TOTAL
20. ENVIRONMENTAL SERVICES FROM NORIA CORPORATION, TULSA, OK, REGISTRATION FEES FOR TEN (10) PEOPLE TO ATTEND A 2-DAY TRAINING CLASS (2/7 - 9/12) AT THE BIRMINGHAM SHERATON - FUNDAMENTALS OF MACHINERY LUBRICATION. SAP PURCHASE ORDER # 2000061726 \$9,560.00 TOTAL

REPORTED FOR:

1. COOPER GREEN MERCY HOSPITAL FROM BIOMET, CHICAGO, IL, TO PAY INVOICE FOR ORTHO IMPLANTS ALREADY RECEIVED BY SURGERY FOR PATIENT - DOWNEY. SAP PURCHASE ORDER # 2000061721
\$5,716.00 TOTAL

2. COOPER GREEN MERCY HOSPITAL FROM GLOBAL PHARMACEUTICAL SOLUTIONS LLC, EFFINGHAM, IL TO PAY INVOICE FOR ADJUDICATION SERVICES RENDERED FOR THE PERIOD OF 12/1/11 - 12/15/11.
SAP PURCHASE ORDER # 2000061479 \$5,024.12 TOTAL
3. COOPER GREEN MERCY HOSPITAL - SURGERY (ORTHOPEDICS) FROM SMITH AND NEPHEW ORTHO, ATLANTA, GA, TO PAY FOR ORTHO IMPLANT AS ORDERED BY KIM CROSBY ON BEHALF OF DR. FLOYD FOR PATENT TALLEY (12/22/11).SAP PURCHASE ORDER # 2000061572 \$6,233.99 TOTAL
4. COOPER GREEN MERCY HOSPITAL - LABORATORY DEPARTMENT (MICROBIOLOGY) FROM SIEMENS MEDICAL SOLUTIONS, ALPHARETTA, GA, TO PAY PAST DUE INVOICE FOR MICROSCAN SUPPLIES.
SAP PURCHASE ORDER # 2000061623 \$17,002.23 TOTAL REFERENCE BID # 2-10
5. COOPER GREEN MERCY HOSPITAL ADMINISTRATION FROM DIAGNOSTIC HEALTH CORPORATION, ATLANTA, GA, TO PROVIDE DIAGNOSTIC SERVICES AS MEDICALLY NECESSARY FOR COOPER GREEN MERCY HOSPITAL FOR THE PERIOD OF 4/14/11 - 4/14/12. SAP PURCHASE ORDER # 2000061510 \$25,000.00 TOTAL
HOSPITAL GENERATED CONTRACT
6. EMERGENCY MANAGEMENT AGENCY (EMA) FROM ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS - SURPLUS PROPERTY DIVISION, MONTGOMERY, AL, FOR THE PURCHASE OF TRAILERS.
SAP PURCHASE ORDER # 2000061499 \$58,000.00 TOTAL
7. EMERGENCY MANAGEMENT AGENCY (EMA) FROM HDT ENGINEERED TECHNOLOGIES, FAIRFIELD, VA, PURCHASE ORDER FOR MEDICAL SHELTER. SAP PURCHASE ORDER # 2000061533 \$7,510.00 TOTAL
8. COOPER GREEN MERCY HOSPITAL FROM JUDY PRINCE, BIRMINGHAM, AL, TO PAY OUTSTANDING INVOICE FOR OCTOBER-NOVEMBER 2011. BUYER IS NOT AWARE OF CURRENT CONTRACT.
SAP PURCHASE ORDER # 2000061720 \$7,200.00 TOTAL
9. COOPER GREEN MERCY HOSPITAL FROM DARWIN SELECT INSURANCE COMPANY/ ALLIED WORLD, FARMINGTON, CT, TO PAY OUTSTANDING INVOICE NO. 634923; 630990 AND 626316. BUYER IS NOT AWARE OF CURRENT CONTRACT. SAP PURCHASE ORDER # 2000061307 \$1,323.00 TOTAL
10. COOPER GREEN MERCY HOSPITAL FROM BEHAVIORAL HEALTH CONCEPTS INCORPORATED, SAN CLEMENTE, CA, TO PAY OUTSTANDING INVOICE NO. 2396, 2401 AND 2407. BUYER IS NOT AWARE OF CURRENT CONTRACT.
SAP PURCHASE ORDER # 2000061309 \$32,222.42 %~TOTAL
11. COOPER GREEN MERCY HOSPITAL FROM ALABAMA INSTITUTE FOR DEAF AND BLIND, TALLADEGA, AL, TO PAY OUTSTANDING INVOICE NO. IVC027848, IVC028194, AND ICC028664. BUYER IS NOT AWARE OF CURRENT CONTRACT. SAP PURCHASE ORDER # 2000061310 \$461.25 TOTAL
12. COOPER GREEN MERCY HOSPITAL FROM PROFESSIONAL MEDICAL SERVICES, CULLMAN, AL, TO PAY OUTSTANDING INVOICE NO. 5222 AND 5233. BUYER IS NOT AWARE OF CURRENT CONTRACT.
SAP PURCHASE ORDER # 2000061308 \$2,875.32 TOTAL
13. COOPER GREEN MERCY HOSPITAL FROM UAB SCHOOL OF MEDICINE, BIRMINGHAM, AL. TO PAY OUTSTANDING INVOICE NO. CG2011-6, CG2011-7, AND CG2012-1. BUYER IS NOT AWARE OF CURRENT CONTRACT.
SAP PURCHASE ORDER = 2000061314 \$13,546.00 TOTAL
14. COOPER GREEN MERCY HOSPITAL FROM G14A RESEARCH AND EDUCATION FOUNDATION, MARIETTA, GA, TO PAY OUTSTANDING INVOICE NO. 85515. BUYER IS NOT AWARE OF CURRENT CONTRACT.
SAP PURCHASE ORDER # 2000061311 \$12,500.00 TOTAL
15. PROBATE COURT FROM ELECTION SYSTEM SOFTWARE, BIRMINGHAM, AL, TO PAY INVOICE FOR REPORT SUPPLIES FOR GENERAL HOUSE DISTRICT 45, ELECTION HELD 11/29/11. SAP PURCHASE ORDER # 2000061670
\$5,570.00 TOTAL
16. JEFFERSON REHABILITATION AND HEALTH CENTER FROM ADCO BOILER SERVICE, BESSEMER, AL, FOR EMERGENCY REPAIRS OF TWO BOILERS - PARTS AND LABOR. SAP PURCHASE ORDER # 2000061518
\$7,086.00 TOTAL

Motion was made by Commissioner Knight seconded by Commissioner Brown that the Purchasing Minutes be approved. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 2 to the agreement between Jefferson County, Alabama and Pitney Bowes Software, Inc. to provide software maintenance and support for the Sun Solaris operating system for the period December 1, 2011 - February 28, 2012 in the amount of \$8,892.

CONTRACT NO.: 00003347

Contract Amendment No. 2

This Amendment to Contract entered into the 30th day of November 2011, between Jefferson County, Alabama, hereinafter referred to as "the County, and Pitney Bowes Software Inc., hereinafter referred to as the "Contractor" to provide Software Maintenance and Support for the Code 1 Plus with delivery point validation,. SuiteLink and LACSLink (collectively, "CODE-1 Plus") and MailStream Plus Software on the Sun Solaris operating system.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;. NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

This contract results from Jefferson County's request for Bid No. 003-09. The original contract between the parties referenced above, which was approved by the Commission on February 2, 2010 and recorded in MB 159, Page 280 - 281 and Amendment 1 approved on April 12, 2011 and recorded in MB 161; Page 467 is hereby amended as follows:

Item 3. Amend Term of Contract:	December 1, 2011 to February 28, 2012	
Item 5. Amend Term of Compensation:	Code-1 Plus	\$ 2,989.00
	US Postal Database	3,223.00
	USPS Reference File Monthly	546.00
	MailStream Plus	2,134.00
		\$ 8,892.00

All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

Gregg M. Holtzman, Managing Director of Global Contracts

Pitney Bowes Software Inc.

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Jan-24-2012-38

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No.1 to the agreement between Jefferson County, Alabama and Tier Technology to provide maintenance and support to the WebEncore System for FY11-12 in the amount of \$3,570.

CONTRACT NO.: 00003033

Contract Amendment No. I

This Amendment to Contract entered into the 24th day of August 2011 between Jefferson County, Alabama, hereinafter referred to as "the County", and Tier Technology hereinafter referred to as the "Contractor" to provide maintenance and support to the WebEncore System.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

The contract between the parties referenced above, which was approved by the Commission on December 28, 2010, M.B. 161, Pg. 152-155, is hereby amended as follows:

AMEND TERMS: 10/01 /11 - 09/30/12

All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

Ben Mitchell, Senior Vice President

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Jan-24-2012-39

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Addendum to the Integrated Tax System Services Agreement between Jefferson County, Alabama and E-Ring.Com, Inc., d/b/a E-Ring, Inc. to remittance modules, installation, maintenance and support in the amount of \$125,000.

CONTRACT NO. 00001555

RFP # 145-09

INTEGRATED TAX SYSTEM SERVICES CONTRACT

ADDENDUM

THIS ADDENDUM TO THE INTEGRATED TAX SYSTEM SERVICES CONTRACT (this "Addendum") is entered into this day of , 2011. by and between E-RING.COM, INC. (d/b/a E-Ring, Inc.) ("E-Ring"), whose registered office is at 4910 Corporate Dr., Suite B, Huntsville, AL 35805, and Jefferson County Commission ("the County"), whose registered office is at 716 Richard Arrington Blvd. North, Birmingham, AL 35203.

WHEREAS, E-Ring and the County are parties to that certain Integrated Tax System Service Contract dated as of October 1, 2011 ("the "Agreement").

WHEREAS, in addition to the obligations undertaken pursuant to the Agreement, E-Ring, at the request of the County, desires to provide the County with certain hardware and software related to a Remittance Module (defined below), as well as installation, integration, maintenance and support services relating thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agreed as follows:

1. REMITTANCE MODULE: As used herein, the term "Remittance Module" shall mean the following hardware and software: a Canon imageFORMULA CR-190i check scanner (or equivalent) and MiTek CAR/LAR and barcode reader software (or equivalent).
2. SCOPE OF WORK: The services and deliverables to be provided by E-Ring under this Addendum are as follows:
 - 2.1 E-Ring shall procure, configure and deliver to the County three (3) Remittance Modules (one for testing environment, two for production environment) and install said Remittance Modules at locations specified by the County.
 - 2.2 E-Ring shall integrate each Remittance Module with the Billing and Collection module of the County's installed Capture CAMA Edition Software.
 - 2.3 E-Ring shall provide on-going maintenance and support of the Remittance Module in accordance with Section 4 below.
3. COMPENSATION: E-Ring shall be paid One Hundred Twenty-Five Thousand Dollars (\$125,000) in exchange for the services and deliverables specified in Subsections 2.1 and 2.2 above. E-Ring shall be paid Fifty Thousand Dollars (\$50,000) of said amount in advance, with the first payment due and payable upon execution of this Addendum. E Ring shall be paid the remaining Seventy-Five Thousand Dollars (\$75,000) at the same time at which the County is required to make the final incremental payment to E-Ring pursuant to Section 5 of the Agreement.
4. REMITTANCE MODULE MAINTENANCE AND SUPPORT:
 - 4.1 Remittance Module Maintenance and Support Services: E-Ring will furnish Maintenance and Support Services (as defined in the Agreement), as applicable, for the Remittance Module during the Remittance Module Maintenance Term (defined below). The terms and conditions set forth in Attachment A - Part B to Exhibit D of the Agreement shall apply to the Maintenance and Support Services to be provided by E-Ring with respect to the Remittance Module, to the extent applicable.
 - 4.2 Remittance Module Maintenance Term: The "Remittance Module Maintenance Term" shall be a one-year term commencing on the date the Remittance Module is accepted by the County. The Remittance Module Maintenance Term will automatically renew for subsequent terms of one (1) year each, unless and until either Party gives the other Party at last thirty (30) days' written notice of termination prior to the end of the then current term.
 - 4.3 Remittance Module Maintenance Fee: The amount to be paid to E-Ring in exchange for the performance of Maintenance and

Support Services with respect to the Remittance Module during the Remittance Module Maintenance Term shall be \$15,000 per year (the "Remittance Module Maintenance Fee"). Remittance Module Maintenance Fees are due and payable in advance on an annual basis, with the first payment due and payable on the date the Remittance Module is accepted by the County. E-Ring reserves the right to increase (not to exceed 5% per year) the annual Remittance Module Maintenance Fees payable for any renewal Remittance Module Maintenance Term by giving the County prior written notice of the price increase at least sixty (60) days prior to the beginning of the renewal Remittance Module Maintenance Term. The County acknowledges and agrees that the Remittance Module Maintenance Fees due under this Addendum are separate from and in addition to any and all Maintenance Fees due under the Agreement.

5. LIMITED WARRANTY: E-Ring represents and warrants that all services to be performed by E-Ring as contemplated under this Addendum will be performed in a competent and workmanlike manner by individuals of appropriate training and experience. The warranty specified in the preceding sentence is exclusive and in lieu of all other warranties. Except as expressly set forth in this Section 5, E-Ring specifically disclaims any other warranty, express or implied, including the implied warranty of merchantability or fitness for a particular purpose.

6. LATE PAYMENTS: Any Remittance Module Maintenance Fees or other fees or expenses due to E-Ring hereunder that are not paid on the date on which they become payable will bear interest at the rate of 1% per month until paid in full.

7. LIMITATION OF LIABILITY: The cumulative liability of E-Ring for all claims relating to any deliverable or service provided under this Addendum, whether in contract, tort, or otherwise, will in no event exceed the total amount of all fees paid to E-Ring hereunder. In no event will either Party be liable to the other Party or any other person for any consequential, indirect, special, or incidental damages, including loss of profits, revenue, data or use, incurred by either Party or any third party, even if such Party has been advised of the possibility of such potential loss or damage.

8. SEVERABILITY; NO WAIVER: If any provision of this Addendum is held to be invalid or unenforceable, the remaining provisions of this Addendum will remain in full force and effect. The waiver by either Party of and default or breach of this Addendum will not constitute a waiver of any other or subsequent default or breach.

9. EFFECT OF THIS ADDENDUM: This Addendum is deemed to be an integral part of the Agreement. All terms and conditions set forth in the Agreement shall apply to the deliverables and services to be provided by E-Ring under this Addendum, to the extent applicable. In the event of a conflict between any terms and conditions of this Addendum and any terms and conditions of the Agreement, the terms and conditions of this Addendum will control, but only with respect to the subject matter hereof. Capitalized terms used but not defined herein shall have the definitions assigned to them in the Agreement. This Addendum may be modified only in a writing which expressly references this Addendum and is executed by both of the Parties. This Addendum may be executed in several counterparts, all of which taken together will constitute one single agreement between the Parties.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

E-RING.COM, INC.

Raj Radhakrishnan, CEO

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Jan-24-2012-40

WHEREAS, as of Section 40-5-29, 1975 Code of Alabama, requires the Tax Collector to make his final reports of the uncollected balances of 2010 personal property taxes 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 Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Jan-24-2012-41

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Hospital and Cardiovascular Systems, Inc. (CSI) to provide cardiovascular catheter supplies for FY2011-2012 in the amount of \$55,000.

Quote # 2011-0364
 December 21, 2011
 Cooper Green Mercy Hospital
 Attn: Vincent Dallas
 Director of Materials Management

Cardiovascular Systems Inc, is pleased to offer you the following quote on our products-

Part Numbers	Crown Size	Suggested Quantity	List Price	Discount Unit Price
DB-125L	1.25mm Classic Crown	1 each	\$3,995.00	\$3,395.00 ea
DB-150L	1.50mm Classic Crown	1 each	\$3,995.00	\$3,395.00 ea
DB-175L	1.75mm Classic Crown	1 each	\$3,995.00	\$3,395.00 ea
DB-200L	2.00mm Classic Crown	1 each	\$3,995.00	\$3,395.00 ea
DBG-SCT30-125	1.25mm Predator Solid Crown	1 each	\$3,995.00	\$3,395.00 ea
DBG-SCT30-150	1.50mm Predator Solid Crown	1 each	\$3,995.00	\$3,395.00 ea
DBG-SCT30-175	1.75mm Predator Solid Crown	1 each	\$3,995.00	\$3,395.00 ea
DBG-SCT30-200	2.00mm Predator Solid Crown	1 each	\$3,995.00	\$3,395.00 ea
DBG-SCT30-225	2.25mm Predator Solid Crown	1 each	\$3,995.00	\$3,395.00 ea
VPR-GW-17	Firm wire .017" tip	1 each		\$900.00 ea
VPR-GW-14	Firm wire .014" tip	1 box of 5		\$900.00 ea
VPR-SLD	ViperSlide Lubricant, 20ml vials	1 sleeve of 5		\$450.00 ea

Catheters will be supplied by the sales rep via trunk stock and will require a Bill-Only Purchase Order once they are used.

Governing Law/Dispute Resolution

The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials, and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham.

Termination for Convenience

Upon thirty (30) days written notice to Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and acceptable work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Agreement in connection with any upcoming work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.

There must not be an automatic renewal clause. Instead use the following phrase:

Terms of Agreement:

The term of this agreement shall begin on the date that the contract is signed by the Jefferson County Commission President. Contract terms Oct1, 2011 to Sept 30, 2012. There is a renewal option for 1 year. Annual contract renewals may be done upon the Jefferson County Commission's written approval in October 2012.

Assumption of Risk, Hold Harmless Indemnification.

Contractor acknowledges the Contractor, Contractor's agents, and Contractor's employees are not agents or employees of Hospital for any purpose and is not entitled to any type of leave, insurance, or other employee benefit from Hospital. Contractor shall not represent itself to any third party as an agent or employee of Hospital. Each party agrees to indemnify and hold harmless the other Party (to the extent allowed under applicable law and liability coverage) from and against any and all claims, loss, damages, liability, costs, expenses, judgments, or obligations resulting from the negligent act, failure

A copy of our terms and conditions is attached.

We appreciate your interest in Cardiovascular Systems, Inc and our products.

Sincerely,

Dan McKenna

District Sales Manager

Sandal Hullett, D

CEO/Medical Director

W. D. Carrington

President

ORDERING INFORMATION

Customer Service

Hours 7:00 am - 5:00 pm CST

USA Toll Free: 877-274-0901

Phone: 651-259-1600

Fax: 612-677-3355

Mailing Address:

Cardiovascular Systems Inc

651 Campus Drive

St. Paul, MN-55112

Remit to Address:

Cardiovascular Systems Inc

Dept. CH 19348

Palatine, IL 60055-9348

SHIPMENT TERMS

Freight charges are Prepaid and Added to Invoice.

FOB Cardiovascular Systems Inc., St. Paul, Minnesota 55112

PAYMENT TERMS Net 30 days.

HANDLING FEES \$35 per order.

TAX ID NUMBER

41-1698056

Overnight Courier Payments:

Cardiovascular Systems, Inc

5505 N. Cumberland Ave, #307

Chicago, IL 60656-1471

RETURN AUTHORIZATION POLICY Products will not be accepted for return or credit. Cardiovascular Systems, Inc. may, at its sole discretion, replace any device that is determined to have been defective at the time of shipment.

DISCLAIMER OF WARRANTY

Although Cardiovascular Systems, Inc. (CSI) uses reasonable care in the manufacture of its devices, they are used in difficult environment within the human body with many biological differences between individual patients CSI has no control over the conditions under which this device is used, condition of the patient, methods of administration or handling after the device leaves CSI's possession. THEREFORE, CSI DISCLAIMS ALL WARRANTIES WHETHER EXPRESSED OR IMPLIED, WRITTEN OR ORAL, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. . CSI DOES NOT WARRANT EITHER FOR A GOOD EFFECT OR AGAINST ALL ILL EFFECT FOLLOWING ITS USE. CSI (INCLUDING ITS AFFILIATED ENTITIES, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND VENDORS) SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGE, OR EXPENSE ARISING FROM OR RELATED TO THE USE OF THIS DEVICE.

No person has authority to bind CSI to any representation, warranty, or liability except as set forth in this Disclaimer of Warranty.

CSI may, at its sole discretion, replace any device that is determined to have been out of specification at the time of shipment.

The exclusions, disclaimers, and limitations set forth in this Disclaimer of Warranty are not intended to, and shall not be construed as to, contravene mandatory provisions of any applicable law or regulation. If any part of this Disclaimer of Warranty is held to be illegal or unenforceable by a court of competent jurisdiction, the part shall be modified so as to be enforceable to the maximum extent possible. If the part cannot be modified, then that part may be severed and the other parts of this Disclaimer of Warranty shall remain in full force and effect.

CSI Contract Addendum

1. Non-assignment : Vendor may not assign the service furnished under this Agreement to any third party without the prior written

permission of Cooper Green Mercy Hospital.

CSI	Cooper Green Mercy Hospital	Jefferson County Commission
Dan McKenna, District Sales Manager	Sandra Hullett, MD CEO/Medical Director	W. D. Carrington, President

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Jan-24-2012-42

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that request from E. Ann Burns, Jefferson Rehabilitation & Health Center to waive the ninety (90) day period for sick leave conversion, be and hereby is approved and sick leave is granted beginning upon approval.

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Jan-24-2012-43

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by AARUSH INC, applicant; Kalpana Patel, President/Store Manager, d/b/a Robinwood Grocery located at 221 3rd Street, Birmingham, AL 35217 for an 050 Retail Beer and 070 Retail Table Wine (Off Premises Only) License, be and hereby is approved.

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Jan-24-2012-44

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by SHRI YAMUNAJI, INC., applicant; Parul Nitin Shah, President/Store Manager, d/b/a Crossroads located at 3495 Warrior Jasper Road, Warrior, Alabama 35180 for an 050 Retail Beer and 070 Retail Table Wine (Off Premises Only) License, be and hereby is approved.

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Jan-24-2012-45

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by MUNIKAR LLC, applicant; Manisha Shrestha Munikar, Member/Store Manager, d/b/a Village Town Store located at 1380 Union Grove Road, Adamsville, Alabama 35005 for an 050 Retail Beer and 070 Retail Table Wine (Off Premises Only) License, be and hereby is approved.

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Jan-24-2012-46

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF JEFFERSON COUNTY, ALABAMA, that the President of the County Commission is authorized to executed Amendment #1 to renew the Agreement between Jefferson County and The Parker Law Firm, LLC to perform Legal Services through September 30, 2012 in an amount not to exceed \$50,000.00 in support of Jefferson County's Community & Economic Development Programs.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Community and Economic Development, hereinafter called "the County", and The Parker Law Firm, LLC, hereinafter called "the Contractor" to provide legal services as required in support of various programs and activities as directed by the Community and Economic Development offices. The effective date of this agreement shall be the day of 2012.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on June 14, 2011, in Minute Book 161 Page(s) 584-588, is hereby amended as follows:

Item 3. Amend the Terms of the Agreement and Authorization to Perform Work paragraph to add as follows:

The contracted services are being renewed for the period of October 1, 2011 through September 30, 2012 for a contract amount of \$50,000. The effective date for this contract is October 1, 2011. At the end of stated term, this contract may be renewed for two additional terms not to exceed a total of thirty-six months.

All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

Lorrie Maples Parker

The Parker Law Firm, LLC

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Jan-24-2012-47

WHEREAS, Legal Services are required in support of Jefferson County's Community & Economic 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, 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 Title III of Division B of the Housing and Economic Recovery Act of 2008, funds obtained through the Economic Development Administration and other public and private grant funds 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, Deborah Byrd Walker 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 to execute the Agreement between Jefferson County and Deborah Byrd Walker to perform said Legal Services in an amount not to exceed \$50,000.00 in support of Jefferson County's Community & Economic Development Programs.

AGREEMENT

THIS AGREEMENT entered into this day of , 2012 by and between Jefferson County, Alabama, hereinafter called "the County", and Deborah Byrd Walker, hereinafter called "the Contractor". The effective date of this agreement shall be the date of execution on , 2012.

WHEREAS, the County desires to contract for legal services for the Office of Community & Economic Development, hereinafter called "the Office"; and

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

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

1. EMPLOYMENT OF CONTRACTOR:

The County hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.

2. SCOPE OF SERVICES:

The Contractor shall perform all necessary professional legal services provided under this Contract as required by the Office in support of various Programs and activities. These Programs and activities may be funded from several sources including, but not limited to, HOME,

Community Development Block Grant (CDBG), Low-Income Housing Tax Credits (LIHTC), Neighborhood Stabilization Program (NSP), Economic Development Administration (EDA) and other public and private funds. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the following:

(A) Preparation of closing documents (notes, mortgages, loan agreements, other security agreements, and all other related documentation) and performing loan closings including ordering and reviewing related reports and documentation (surveys, titles, appraisals, flood certifications and other items incidental to transactions for loans or grants made with federal and/or non-federal funds;

(B) Provide assistance to the Office in devising loan repayment or collection strategies on projects that fail to meet terms of their agreements. Such assistance may include collections, loan modifications, refinances, foreclosures, etc.;

(C) Perform title searches, clear title, which may include the filing of quiet title actions, judicial reformation, judicial foreclosures and lawsuits for adverse possession;

(D) Provide assistance in review, preparation or modification of documents, agreements, policies or opinions;

(E) Act as General Counsel regarding questions and issues which arise from time to time regarding various real estate and other transactions, including closings, collections, foreclosures, security agreements and legal agreements which have previously been entered into or are about to be entered into as a part of Community & Economic Development Programs or projects;

(F) Act as General Counsel for the preparation and negotiation of agreements and other documentation for development, financing, and closings relative to various projects and programs;

(G) General counsel and opinions regarding the legality or propriety of certain actions under the Code of Federal Regulations, the Code of Alabama, or other laws, regulations, or policies;

(H) Litigation as required; and

(I) Perform related tasks or provide services as required for Community & Economic Development projects or programs.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WQRK:

The Contractor shall be available to assist the County, through its Office of Community & Economic Development at any time after the effective date (execution date) of this Contract and shall schedule and undertake technical and professional services requested under this Contract in an expeditious manner. This Agreement may be renewed by the Jefferson County Commission up to three times within a thirty-six (36) month period. The maximum term and completion date for this Agreement is thirty-six (36) months from the date of execution. The agreement terms are as follows:

Initial: September 30, 2011 (approximately 12 Months): \$50,000

If renewed, the schedule shall be as follows:

Renewal # 1: October 1, 2012 - September 30, 2013 (12 Months): \$50,000

Renewal # 2: October 1, 2013 - September 30, 2014 (12 Months): \$50,000

All expenses incurred must be within the terms listed above. All expenses incurred by the end of each term listed above must be submitted within 30 days after the end of such term. If renewed, the per-hour and per-year compensation as shown in "4. Compensation" and in "Attachment A: Rates of Compensation" will remain unchanged.

4. COMPENSATION:

(A) The total amount to be paid to the Contractor for services rendered under this Contract shall not exceed the sum of FIFTY THOUSAND DOLLARS (\$50,000.00) through September 30, 2012.

(B) The Contractor shall be reimbursed for the services specified under this Contract at the rate shown in Attachment A, hereby included and made part of this Contract.

(C) Contractor shall bill the Office on a monthly basis for services actually provided. The request for payment shall be on the form provided by the Office and shall detail the dates and hours worked and the services rendered under the terms of this Contract.

5. INDEPENDENT CONTRACTOR:

The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for workmen's compensation, FICA taxes, occupational taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.

6. NON-DISCRIMINATION POLICY:

Both parties agree that all services rendered under this contract will be, done so without regard to race, creed, color, sex, national origin, or disability of an applicant, clients, and/or other staff involved.

7. GOVERNMENTAL REGULATIONS

The Contractor's obligations under this Contract are subject to all Governmental priorities, restrictions, or orders now or hereafter in force, including those listed in Attachment B, hereby included and made part of this Contract (on file in the Office of Community & Economic Development).

8. MISCELLANEOUS REQUIREMENTS:

Upon execution of this contract, the Contractor shall furnish the Office of Community & Economic Development with their Federal Employment Identification Number, mailing addresses and any other pertinent data required by law.

9. SUSPENSION AND TERMINATION

This Contract may be suspended or terminated by the County upon at least thirty (30) day written notice should the Contractor fail to perform in accordance with the terms of this Contract through no fault of the party initiating the termination. If the Agreement is terminated by the COUNTY as provided herein, the CONTRACTOR will be paid an amount equal to actual work performed prior to the effective date of such termination. In no event shall the CONTRACTOR be entitled to receive compensation for work not actually performed or any amount for lost profit or other economic loss whatsoever.

10. Termination of Agreement for Convenience:

The COUNTY may terminate this Agreement at any time by giving written notice of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished, or unfinished documents and other materials and files with exception of attorney work product shall, at the option of the COUNTY become its property. If the Agreement is terminated by the COUNTY as provided herein, the CONTRACTOR will be paid an amount equal to actual work performed prior to the effective date of such termination. In no event shall the CONTRACTOR be entitled to receive compensation for work not actually performed or any amount for lost profit or other economic loss whatsoever. If this Agreement is terminated due to the fault of the CONTRACTOR, Paragraph (9) hereof, relative to termination, shall apply.

11. XVI. OTHER COUNTY TERMS AND CONDITIONS

A. Liability

1. CONTRACTOR agrees to indemnify, hold harmless, and defend the COUNTY, its elected officials and its employees, severally and jointly, from and against all liability from loss, claim, suit, action, damage, or cost of every nature and description which the COUNTY may suffer or for which the COUNTY may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed by CONTRACTOR under this Agreement. This paragraph shall not be interpreted to require CONTRACTOR to indemnify, hold harmless, and defend the COUNTY from any injury, damage, or death caused by any negligence or breach of Agreement of or by the COUNTY.

2. 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 on behalf of the COUNTY.

A.[sic] COUNTY Funds Paid

CONTRACTOR and the CONTRACTOR'S 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 Developer shall immediately refund to the COUNTY all amounts paid by the COUNTY pursuant to this Agreement.

C. Administrative Order of the Jefferson County Commission 08-4

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. Developer agrees to comply with Jefferson County Commission Administrative Order 08-4 as follows:

PURPOSE

To give notice to potential contractors that COUNTY is an equal opportunity employer in accordance with Title VII, Civil Rights Act of 1964, 42 U.S.C. §§1981, 1983, 1986 and amendments, and it is the policy of COUNTY to require developers, contractors, vendors and suppliers (hereinafter "Developer") providing goods and services to the COUNTY to afford equal opportunity for employment to all individuals regardless of race, color, sex, age, religion, national origin, disability or veteran status.

I. PROCEDURE

The clause set forth below which requires CONTRACTOR'S compliance with federal law shall be incorporated in each bid or offer to do business with the COUNTY and in all contracts and sub-contracts with the COUNTY as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981,

1983, 1986 and all amendments thereto relative to discriminatory employment practices. The Developer will ensure that qualified applicants are employed, and that said employees are treated fairly during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. In the event of the CONTRACTOR'S non-compliance with the equal employment opportunity clause of this Agreement, this Agreement may not be awarded or may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further COUNTY contracts.

3. The CONTRACTOR will include the provisions of paragraph (1) in every sub-contract or purchase order.

4. The SUB-RECIPIENT shall certify to the COUNTY its compliance with this policy prior to receipt of any contract or business with the COUNTY. The Form is found Attachment "I" of this document which is incorporated herein by reference.

D. Disputes.

Any dispute regarding the interpretation of the terms of this Agreement shall be decided by the COUNTY. The COUNTY's decision shall be final and binding.

E. Non-Assignability

CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment, or novation), without the prior written consent of the COUNTY. Any violation is enforceable under the common law of the State of Alabama.

E.[sic] Governing Law

The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County, Alabama, Birmingham Division.

G. Inurement

This agreement is binding upon and shall inure to the benefit of the parties hereto, their heirs, personal representatives, successors and newly elected public officials.

H. Compliance

CONTRACTOR shall comply with all Alabama laws applicable to doing business in this state and all city and county ordinances governing the conduct of a non-profit in Jefferson County, Alabama. CONTRACTOR agrees to pay all necessary fees for all required business licenses, permits, payroll taxes, occupational taxes and file any and all tax returns required by federal, state and local laws in a timely fashion. All notices and other communications permitted or required under or in connection with this agreement shall be in writing, shall be delivered by hand or sent by next day express courier or by certified mail, return receipt requested, to the appropriate party at the following addresses:

Jefferson County, Alabama Office of Community & Economic Development
716 Richard Arrington Jr. Blvd. N., Suite A-430
Birmingham, AL 35203-0115
Deborah Byrd Walker
2323 2nd Avenue North
Birmingham, Alabama 35203

Any of the names and addresses given above may be changed by notice given as provided herein. Notices delivered by hand shall be effective on the date of delivery if actually delivered to the person whom the notice is addressed; otherwise, such notice shall be deemed effective on the second business day following hand delivery at the address of such party pursuant to this section; notices sent by next day express courier shall be effective on the next business day following the sending and notices sent by certified mail, return receipt requested, shall be effective on the fifth business day after placing such notice in the U.S. Mail, marked certified mail, return receipt requested, postage prepaid, addressed as set out in this section; in all events without regard to whether any such hand delivery, next day express courier or certified mail notice is refused, unclaimed or undeliverable because of an uncommunicated change of address.

J. Amendment of Agreement

This Agreement constitutes the entire Agreement between the COUNTY and CONTRACTOR, and merged into this Agreement are all statements, representations, covenants and agreements, if any, heretofore made with respect to the financing, acquisition, construction/rehabilitation and sale of the residences referred to in the preamble to this Agreement, and all such agreements, if any, not incorporated herein are void and of no force and effect. No change of any term or provision of the Agreement shall be valid or binding unless so amended by written instrument which has been executed and approved by the parties. Any such amendment shall be attached to and made a part of this Agreement. A written request must be made to the COUNTY and an amended agreement will be executed.

IN WITNESS WHEREOF, the parties hereto have executed the above Agreement this day of , 2012.

JEFFERSON COUNTY, ALABAMA Attest:

W. D. Carrington, President
Jefferson County Commission
DEBORAH B D WALKER
Deborah Byrd Walker

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye"
Knight, Brown, Bowman, Carrington and Stephens.

Jan-24-2012-48

WHEREAS, the Jefferson County Commission applied for a Good Roots Grant through the Alabama Power Foundation; and
WHEREAS, Jefferson County Commission has been awarded \$800.00 for the benefit of Concord.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign
the Grass Roots Grant in the amount of \$800.00.

BE IT FURTHER RESOLVED, that the Finance Department is authorized to disburse \$800.00 to the Union Hill Baptist Church as
a recipient of the grant.

ALABAMA POWER FOUNDATION, INC.

17N-0011
P. O. Box 2641
Birmingham, Alabama 35291-0010
(205) 257-2508

GRANT AGREEMENT

The Alabama Power Foundation, Inc. is pleased to inform you that a grant to your organization has been approved. This grant is made
for the purpose described in your proposal subject to any modifications described in the Grant Purpose or Special Conditions sections set forth
below.

If the terms and conditions of this Agreement are acceptable to you, we ask that you please countersign and return the copy of this
Grant Agreement to the Alabama Power Foundation at the above address.

This grant will become operative upon our receipt of the executed Agreement. Funds authorized under the grant will then be disbursed
to you according to the Payment Schedule. If we do not receive the countersigned copy from you within fourteen days of mailing, this grant
may be deemed revoked.

Grantee: Jefferson County Community and Economic Development

Grant Number: 20111055

Grant Purpose: 2011 Tree Grant Recipient

Amount of Grant: \$800.00

Date Authorized: 12/2/2011

Grant Period Begins: 12/2/2011

Grant Period Ends: 12/2/2012

Payment Schedule:

Payment Date	Payment Amount		Payment Status
Scheduled Date	Amount	Notes	Status
12/2/2011	\$800		PAID

Special Conditions: Only native, non-invasive species of trees may be planted. Some examples of native trees are oak, hickory and
maple. A few examples of invasive trees that may NOT be planted are Bradford Pear, Mimosa and Paulownia.

A final report of your project is due by December 1, 2012. We welcome pictures, newspaper stories and other media items pertaining
to your event. They may be mailed or e-mailed to Peggy Burnett, Program manager, Alabama Power Foundation. Her e-mail address is
peburnet@southernco.com and her phone number is 205-257-2357.

I. Grantee's Certification of Tax Status:

By execution of this Agreement, grantee certifies: (i) that grantee has been classified by the Internal Revenue Service as an
organization which is described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and which is not a private foundation
because it is an organization described in Section 509(a) of such Code; (ii) that such classifications have not been modified or revoked; and

(iii) that the grantee has not received notice of any proposal by the Internal Revenue Service to modify or revoke such classifications. Grantee further certifies that, if its status as an organization which is not a private foundation depends upon percentage of support calculations, the funds paid to it under this Agreement will not cause the loss of such status. Grantee agrees that it shall promptly notify the Foundation in writing of any revocation or modification of, or any proposal by the Internal Revenue Service to revoke or modify, the classifications referred to above.

II. Expenditure of Grant Funds:

(a) The grantee is responsible for the expenditure of funds and for maintaining adequate supporting records consistent with generally accepted accounting practices. All such records shall be maintained for at least five years after the end of the grant period and, upon request by the Foundation, shall be open to inspection at reasonable times by the Foundation, its auditors or other agents.

(b) No part of the funds provided by the Foundation may be used to carry on propaganda, or otherwise to attempt to influence legislation or to influence the outcome of any public election, or for any purpose other than that stated in the grant request.

I have read, understand, and accept the terms and conditions described herein.

Alabama Power Foundation, Inc.

Grantee:

Leigh D. Perry, President

W. D. Carrington, President

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Jan-24-2012-49

BE IT RESOLVED by the Jefferson County Commission that the loan modification application of Steve Taylor DBA Zaxbys for its operation is in accordance with the Jefferson County Economic Development Loan Program is approved.

NOW, THEREFORE BE IT FURTHER RESOLVED that the President of the Jefferson County Commission is hereby authorized to execute all documents necessary to execute the loan transaction.

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Jan-24-2012-50

WHEREAS, United States Steel Corporation are/is the owner(s) of the land abutting the following described road right-of-way, situated in Jefferson County, Alabama, to-wit:

DESCRIPTION OF PROPERTY TO BE VACATED:

Blue Creek Road Vacation

That portion of the Right-of-Way of Blue Creek Road described in Real 292 Page 111 as recorded in the Probate Office of Jefferson County, Alabama, Bessemer Division lying in the NE ¼ of the NW ¼, the NW ¼ of the NW ¼, the SW ¼ of the NW ¼, the NW ¼ of the SW ¼, and the SW ¼ of the SW ¼, all being in Section 21, Township 19 South, Range 5 West, Jefferson County, Alabama.

LESS and EXCEPT any part lying within the corporate limits of the City of Hueytown.

Also that portion of the Right-of-way of Blue Creek Road described in Real 9 Page 383 as recorded in the Probate Office of Jefferson County, Alabama, Bessemer Division that lies northerly of Ridge Road, and being more particularly described as follows:

PARCEL 1:

A strip of land 60.0 feet in width partly in the North-West quarter of the North-East quarter; and the North-East quarter of the North-West quarter of Section 32, Township 19 South, Range 5 West: said strip of land being 30.0 feet wide on each side of the following described center line:

Begin at the southwest corner of said Section 32; thence in an easterly direction along the south boundary of said Section 32 a distance of 14.92 feet to the point of beginning of the arc of a curve turning to the left, having a radius of 546.44 feet, being subtended by a central angle of 12 degrees and 22 minutes and 30 seconds and having a chord 117.79 feet in length; said chord forming an angle of 35 degrees and 46 minutes and 30 seconds to the left from said south boundary of Section 32; thence northeasterly along said arc 118.02 feet; thence in a northeasterly direction along a straight line tangent to said arc 429.01 feet to the point of beginning of the arc of a curve tangent to said straight line; said arc turning to the left, having a radius of 739.86 feet and being subtended by a central angle of 15 degrees and 48 minutes;

thence northeasterly along said arc 204.03 feet; thence in a northeasterly direction along a straight line tangent to said arc 863.26 feet to the point of beginning of the arc of a curve tangent to said straight line; said arc turning to the right, having a radius of 420.23 feet and being subtended by a central angle of 28 degrees and 12 minutes; thence northeasterly along said arc 206.83 feet; thence in a northeasterly direction along a straight line tangent to said arc 386.59 feet to the point of beginning of the arc of a curve tangent to said straight line, said arc turning to the left, having a radius of 559.73 feet and being subtended by a central angle of 40 degrees and 40 minutes; thence northeasterly along said arc 397.28 feet; thence in a northeasterly direction along a straight line tangent to said arc 145.23 feet to the point of beginning of the arc of a curve tangent to said straight line, said arc turning to the left, having a radius of 251.67 feet and being subtended by a central angle of 30 degrees and 16 minutes; thence northeasterly, thence northerly and thence northwesterly along said arc 275.57 feet; thence in a northwesterly direction along a straight line tangent to said arc 115.14 feet to the point of beginning of the arc of a curve tangent to said straight line, said arc turning to the right, having a radius of 370.78 feet and being subtended by a central angle of 51 degrees and 27 minutes; thence northwesterly, thence northerly and thence northeasterly along said arc 332.95 feet; thence in a northeasterly direction along a straight line tangent to said arc 381.01 feet to the point of beginning of the arc of a curve tangent to said straight line, said arc turning to the left, having a radius of 1763.18 feet and being subtended by a central angle of 14 degrees and 51 minutes; thence northeasterly along said arc 456.98 feet; thence in a northeasterly direction along a straight line tangent to said arc 288.89 feet to the point of beginning of the arc of a curve tangent to said straight line; said arc turning to the left, having a radius of 1042.14 feet and being subtended by a central angle of 23 degrees and 28 minutes; thence northeasterly along said arc 426.83 feet; thence in a northeasterly direction along a straight line tangent to said arc a distance of 5 feet to the POINT OF BEGINNING A RIGHT-OF-WAY TO BE VACATED and of said centerline; thence continue northeasterly along the last described course a distance of 223.84 feet to the point of beginning of the arc of a curve tangent to said straight line, said arc turning to the right, having a radius of 637.28 feet and being subtended by a central angle of 15 degrees and 41 minutes; thence northeasterly along said arc 174.44 feet; thence in a northeasterly direction along a straight line tangent to said arc 79.98 feet to intersection with the west boundary of said North-West quarter of North-East quarter of Section 32 at a point 495.70 feet north of the southwest corner of said North-West quarter of North-East quarter, said west boundary forming an angle of 18 degrees and 17 minutes and 45 seconds to the left from said straight line; thence continuing in a northeasterly direction along said straight line 250.08 feet to intersection with the southeast boundary of an existing road; the southeast boundary of said existing road being a boundary of the parcel of land herein described as Parcel 1, said intersection being herein designated as POINT A, the southeast boundary of said existing road forming an angle of 41 degrees and 25 minutes to the right from the next above mentioned straight line, and said intersection being the terminus of center line herein described.

LESS and EXCEPT any part lying within 30 feet of the centerline of Ridge Road.

PARCEL 2:

A tract of land in the North-West quarter of North-East quarter of said Section 32 described as follows: Begin at Point A as located in the above description of Parcel 1; thence from the course in said Parcel 1 having a length of 250.08 feet turning an angle of 41 degrees and 25 minutes to the right in a northeasterly direction along the southeast boundary of said existing road and the northwest boundary of said Parcel 1 a distance of 45.35 feet to the point of beginning of boundary of tract of land herein described; thence continuing in a northeasterly direction along a projection of the next above described course which is the southeast boundary of said existing road 46.65 feet; thence turning an angle of 156 degrees and 21 minutes to the right in a southwesterly direction 101.13 feet to intersection with the southeast boundary of said Parcel 1; thence tuning an angle of 162 degrees and 14 minutes to the right in a northeasterly direction along said southeast boundary of Parcel 1 a distance of 61.33 feet to the point of beginning.

PARCEL 3:

A tract of land partly in the North-West quarter of North-East quarter and partly in the North-East quarter of North-West quarter of said Section 32 described as follows: Begin at Point A as located in the above description of Parcel 1; thence from the course in said Parcel 1 having a length of 250.08 feet turning an angle of 138 degrees and 35 minutes to the left in a southwesterly direction along the southeast boundary of said existing road which is the northwest boundary of said Parcel 1 a distance of 45.35 feet to the point of beginning of boundary of tract of land herein described; thence continuing in a southwesterly direction along a projection of the next above described course which is the southeast boundary of said existing road 62.65 feet; thence turning an angle of 136 degrees and 28 minutes to the left in a southeasterly direction 41.60 feet to intersection with the northwest boundary of said Parcel 1; thence turning an angle of 84 degrees and 57 minutes to the left in a northeasterly direction along said northwest boundary of Parcel 1 a distance of 43.33 feet to the point of beginning.

Also the prescriptive Right-of-Way of Blue Ridge Road lying in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 21, Township 19 South, Range 5 West, the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, and the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ all being in Section 28, Township 19 South, Range 5 West, the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, and the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, all lying in Section 29, Township 19 South, Range 5 West, also that portion in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 32, Township 19 South, Range 5 West lying northerly of the Blue Creek Road Right-of-Way as described in Real 9 Page 383 as recorded in the Probate Office of Jefferson County, Alabama, Bessemer Division.

WHEREAS, the above owner(s) are desirous of vacating said tract of land described above and requests that the assent of the County

Commission of Jefferson County, Alabama, be given as required by law in such cases:

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

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

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman and Carrington. Voting "Nay" Stephens.

Jan-24-2012-51

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close River Mist Road to remove and replace a metal storm drain pipe that is corroded and has been undercut by storm water runoff. We are requesting Commission approval to close the road and remove and replace the culvert on Tuesday January 31, 2012.

A detour route will be established and maintained in accordance with Federal Manual on Uniform Traffic Control Devices.

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Jan-24-2012-52

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Sellers Road between Bryan Church Road and Forsythia Drive in order to remove a corroded metal storm drain pipe and replace it with a reinforced concrete culvert, beginning construction on Tuesday February 7, 2012 and is expected to be complete and the road reopened by Friday February 10, 2012.

A detour route will be established and maintained in accordance with Federal Manual on Uniform Traffic Control Devices.

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Jan-24-2012-53

WHEREAS, the County of Jefferson Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made on State Route 3 within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: STPAA-0003(571) Planing, Widening, Resurfacing and Permanent Traffic Stripe along SR-3 from Locust Fork Black Warrior River to the Blount County Line.

WHEREAS, the Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, the Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the County will agree to certain requirements of the Federal Highway Administration. The County for the purpose of complying with requirements of the Federal Highway Administration in regard to its finding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT RESOLVED by the Commission of Jefferson County, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this County and which are now on file in the office of the County Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby

approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The County by and through its Commission hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise unproved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any tune be permitted.

The County hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

N/A

Please refer to: Project Notes (Sheets 2G - 2MZ)

Please refer to: Traffic Signal Project Notes (Sheets 2N - 2Q)

Please refer to: Traffic Control Notes (Sheets 2R - 2W)

Please refer to: Traffic Control Plan (Sheets 6 - 12)

BE IT FURTHER RESOLVED by the County Comission, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the County over said project, such County hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the County will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 3 2, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The County further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the County further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this County Commission:

1. That the County agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the County.
2. That the County agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the County has the option of vacating same.
3. That the County agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line.
4. That the County agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access fence, whichever the case.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 24th day of January, 2012.

ATTEST

W. D. Carrington

County Clerk

Commission President

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Communication was read from Roads & Transportation recommended the following;

1. AT&T Corporation to install 1,144' of buried cable at 5889 Cheshire Cove Trail in McAdory.
2. AT&T Corporation to install 1,076' of aerial and buried cable at 5900 MeAShan Drive in McCalla,

3. Warrior River Water Authority to install 1,548' of 3" water main replacement on Fredrick Road.

Motion was made by Commissioner Knight seconded by Commissioner Brown that the Utility Permits be approved. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Jan-24-2012-54

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

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer
Department: Roads & Transportation
Date: January 9, 2012
Purpose: Pay Alabama Department of Transportation for Settlement of Circuit Ct. Case No. CV08-03976 on Tr. No. 6 & 8 Jefferson Co. vs. Howard E. Duncan
Project No. STPBH-9802(904) - Mt. Olive Rd. @ Newfound Rd Topics Phase VII, Site 1
Agent - Alan Dodd
Price \$98,126.03
Pay to the order of: Alabama Department of Transportation
Mailing Address: 1409 Coliseum Blvd.
Montgomery, AL 36130-2602

Fund # 4022000000
Bus. Area # 5100
GL Object -# 515710
Fund Center -# 5100000000
WBS #C.961.D
Functional Area - THRO
Check Delivery Code: #84

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Jan-24-2012-55

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

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer
Department: Roads & Transportation
Date: January 6, 2012
Purpose: Pay Ranco 1 -Day Cleaners, Inc. - Move Cost Reimbursement
Tract No. 9.001T for Project No. STPBH-7002(600)
Morgan Road Improvements - Site: 2941 SE Morgan Rd., Bess. Agent - Alan K. Dodd
Price: \$9,374.98
Pay to the order of: Ranco 1-Day Cleaners, Inc.
Mailing Address: 2910 Morgan Road
Bessemer, AL 35022

Fund # 4022000000
Bus. Area # 5100
GL Object -# 515710
Fund Center -# 5100000000
W13S #C.981.D
Functional Area -THRO

Check Delivery Code #84

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Jan-24-2012-56

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

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer
Department: Roads & Transportation
Date: January 6, 2012
Purpose: Pay Ranco 1-Day Cleaners, Inc. -Relocation Reimbursement
Tract No. 9.001T for Project No. STPBH-7002(600)
Morgan Road Improvements - Site: 2941 SE Morgan Rd., Bess. Agent - Alan K. Dodd
Price: \$10,000.00
Pay to the order of: Ranco 1 -Day Cleaners, Inc.
Mailing Address: 2910 Morgan Road
Bessemer, AL 35022,

Fund # 4022000000
Bus. Area # 5100
GL Object -# 515710
Fund Center -# 5100000000
WBS #C.98LD
Functional Area -THRO
Check Delivery Code #84

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Jan-24-2012-57

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

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer
Department: Roads & Transportation
Date: January 5, 2012
Purpose: Pay Jones & Berry, P.C. Real Estate Trust Account
Invoice for Acquisition Costs-Purchase of Mobile Home
Tr. 64 (Woolsteen) - Project No. STPBH-7002(600) Morgan Road Improvements
Agent - Alan K. Dodd
Price: \$4,000.00
Pay to the order of: Jones & Berry, P.C, Real Estate Trust Account
Mailing Address: 1205 North 19th Street
Birmingham. AL 35224

Fund # 4022000000
Bus. Area # 5100
GL Object -# 515710
Fund Center -# 5100000000
W13S #C.98LD
Functional Area -- THRO
Check Delivery Code: #41

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye"

Knight, Brown, Bowman, Carrington and Stephens.

Motion was made by Commissioner Knight seconded by Commissioner Brown that the following item be added as New Business. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Jan-24-2012-58

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 January 23, 2012 in several areas of Jefferson County.

The subject pick up will be of debris placed on County rights-of-way for a period not in excess of four (4) weeks beginning January 24th through February 14, 2012. The pick up 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:

BURNABLE

trees, limbs timber
and wood products

NON-BURNABLE

rubber products, plastics, glass,
metal, sheetrock, cloth, masonry,
appliances

HAZARDOUS TOXIC

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 pick up or call the County Engineer's office at 325-5795.

Motion was made by Commissioner Bowman seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Bowman, Brown, Carrington, Knight and Stephens.

Commission Carrington stated that an opinion from the County Attorney that an Executive Session is appropriate for the Commission to discuss with counsel the legal ramifications of and legal opinions for pending litigation.

Motion was made by Commissioner Brown seconded by Commissioner Knight to convene an Executive Session. Voting "Aye" Brown, Knight, Bowman, Carrington and Stephens.

Commissioner Carrington stated the Executive Session would convene at 10:15 a.m. and that the Regular Commission Meeting will not reconvene, but that the meeting will be in recess.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Tuesday, February 14, 2012.

President

ATTEST

Minute Clerk