

STATE OF ALABAMA)

JEFFERSON COUNTY) March 20, 2007

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

District 1 Larry Langford

District 2 Shelia Smoot

District 3 Bobby Humphryes

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Carns seconded by Commissioner Humphryes that the Minutes of March 13, 2007, be approved. Voting "Aye" Carns, Humphryes, Collins, Langford and Smoot.

STAFF DEVELOPMENT

Multiple Staff Development

Inspection Services/2 Participants

Robert D. Hodges, Jr.	Tuscaloosa, Alabama	\$110.00
Ted E. Williams	Annual Meeting Alabama Chapter of International Assn. of Electrical Inspectors	\$421.72
	April 15-17, 2007	

Inspection Services/3 Participants

Ron Webb	Orange Beach, Alabama	\$775.22
David Boyanton	2007 Annual Educational Conference of the Code Officials Assn. of Alabama	\$775.22
William H. Mullins, III	April 17-20, 2007	\$897.02

General Services

Daniel Peoples	Birmingham, Alabama	\$194.25
Raymond Mahaffey	APCO Institute Communications Training Officer Course	\$194.25
Raigan Romero	April 11-13, 2007	\$194.25

Revenue/3 Participants

Wanda Poore	Tuscaloosa, Alabama	\$125.00
Willie Stroud	Certified Governmental Accounting Technician Program	\$125.00
Sonya Stephens	April 7, 2007	\$125.00

Sheriff's Dept./2 Participants

Franklin W. Clifton	Lexington, Kentucky	\$1,159.85
Mark Persall	F.B.I. - LEEDA Executive Training	\$1,159.85
	March 31 - April 5, 2007	

Sheriff Dept./3 Participants

Brian Williams	Sheffield, Alabama	\$379.97
Kenneth Holmes	ABC's of Bloodstain Pattern Documentation	\$379.97
Wayne R. Curry	March 20-23, 2007	\$519.20

Individual Staff Development

Cynthia Robinson	CGMH	Orlando, Florida	\$1,503.95
		AORN 54 th Annual Congress 2007	
		March 10-15, 2007	

Melinda Lee Belvin	CGMH	Birmingham, Alabama	\$98.00
		Med 2000 Managing & Preventing Chronic Pain	
		March 14, 2007	

Michael Harter	EMA	Anniston, Alabama	\$112.50
		2007 NIMS Implementation Workshop	
		April 1- 4, 2007	

William Neel Farrar		Auburn, Alabama	\$574.02
		Juvenile Probation Officers Conference	
		March 28 - 30, 2007	

Jacqueline Isom	Jefferson Rehab & Health Center	Bessemer, Alabama	\$75.00
		Survey Deficiencies for Activity Professionals	

March 21, 2007

Bruce Thompson	Revenue	Charleston & Georgetown, South Carolina Audit Central Electric Supply & All Staff, Inc. April 14-22, 2007	\$1,731.00
Bruce Thompson	Revenue	Atlanta, Georgia Audit Specialty Finishes Inc. and Swoozie's Inc. April 8-13, 2007	\$1,026.00
Charles Bell	Revenue	Greenville, South Carolina and Atlanta, Georgia Audit Nuvox Communications, Handicapped Driver Services & WFC Development Company April 15-20, 2007	\$983.78
Charles Bell	Revenue	Atlanta, Georgia Audit RLJ Birmingham, LLC and Ames Taping Tool Systems April 1-6, 2007	\$844.30
Charles Tyler	Roads & Trans	Houston, Texas National Association of Fleet Managers May 4-9, 2007	\$2,253.80
Alicia Buster	Sheriff's Dept.	Tuscaloosa, Alabama Certified Governmental Accounting Technician April 4, 2007	\$125.00
Ryan Strickland	Sheriff's Dept.	Birmingham, Alabama Phase I Practical Kinesic Interview & Interrogation April 16-18, 2007	\$295.00
Linda K. Hadder	Sheriff's Dept.	Sheffield, Alabama Cold Case Investigation Course April 17-20, 2007	\$396.47
Bobby P. Murphy	Sheriff's Dept.	Kennesaw, Georgia 2007 CyberCrime Summit Conference March 19-23, 2007	\$762.00

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

Smoot, Carns, Collins, Humphryes and Langford.

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

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

1. GENERAL SERVICES FROM KRONOS, INC., ALPHARETTA, GA, FOR KRONOS HARDWARE & SOFTWARE MAINTENANCE. REFERENCE TAG# 802291 REFERENCE BID# 148-05 \$42,114.20 TOTAL
2. EMERGENCY MANAGEMENT AGENCY FROM SUNBELT RENTALS, BIRMINGHAM, AL, FOR SHELTER SUPPORT GENERATORS. REFERENCE TAG# 793813 REFERENCE BID# 131-07 EMERGENCY PURCHASE DUE TO: GRANT DEADLINE OF 3/31/07
3. COOPER GREEN HOSPITAL FROM JEFFERSON COUNTY DEPARTMENT OF HEALTH, BIRMINGHAM, AL, FOR CHANGE ORDER REQUEST TO ADD ADDITIONAL MONIES TO P.O. 252634 TO COVER THE COST OF DIRECT SKILLED NURSING CARE OF PATIENT ETHEL PEOPLES. \$62,871.02 TOTAL REFERENCE TAG# 728995
\$27,000.00 TOTAL
4. JEFFERSON REHABILITATION & HEALTH CENTER FROM MEDICAL PEOPLE HEALTH CARE, BIRMINGHAM, AL, TO ADD ADDITIONAL FUNDS TO PURCHASE ORDER NO. 264669 TO COVER THE COST OF CONTRACTOR PROVIDING TEMPORARY NURSING PERSONNEL TO PROVIDE DIRECT PATIENT CARE TO THE RESIDENTS AT THE COUNTY HOME. REFERENCE TAG# 788668 \$200,000.00 TOTAL
CONTRACT APPROVED BY THE COMMISSION ON 1/9/07 AND RECORDED IN MINUTE BOOK 152 AT PAGES

513-515.

5. COUNTY JAIL - BIRMINGHAM DIVISION FROM ALABAMA CARD SYSTEM, BIRMINGHAM, AL, AND FOR ELTRON SIMPLEX COLOR PRINTER P330I. REFERENCE TAG# 801234 \$2,850.00 TOTAL
6. SHERIFF'S DEPARTMENT BESSEMER DIVISION FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, FOR LAW ENFORCEMENT UNIFORMS. REFERENCE TAG# 769033 REFERENCE BID# 54-04 \$13,395.65 TOTAL
7. COOPER GREEN MERCY HOSPITAL FROM ENCOMPASS TEXTILES, BIRMINGHAM, AL, FOR BATH & BED LINEN. REFERENCE BID# 128-07 REFERENCE AMERINET CONTRACT# VH44800 \$30,992.00 TOTAL
8. COOPER GREEN MERCY HOSPITAL FROM ENCOMPASS TEXTILES, BIRMINGHAM, AL, FOR HOSPITAL SCRUBS & PATIENT GOWNS. REFERENCE BID# 118-07 REFERENCE AMERINET CONTRACT# VH44800 \$4,055.60 TOTAL
9. COOPER GREEN/MERCY HOSPITAL FROM CALLAHAN EYE FOUNDATION HOSPITAL, BIRMINGHAM, AL, FOR CONTRACTOR TO PROVIDE EYE SURGICAL SERVICES TO INPATIENTS AND OUTPATIENTS REFERRED TO THEM BY THE HOSPITAL. REFERENCE TAG# 802963 \$50,000.00 TOTAL
CONTRACT APPROVED BY THE COMMISSION ON 2/27/07 AND RECORDED IN MINUTE BOOK 153 AT PAGES 97-98.
10. SHERIFF'S OFFICE FROM CHARLIE WALDREP, BIRMINGHAM, AL, FOR CHANGE ORDER TO ADD FUNDS TO P.O. 263286 FOR CONTRACTOR TO PROVIDE NONLITIGATION AND LITIGATION LEGAL SERVICES TO THE SHERIFF'S OFFICE ON AN AS NEEDED BASIS. REFERENCE TAG# 781351 \$100,000.00 TOTAL
CONTRACT APPROVED BY THE COMMISSION ON 12/5/06 AND RECORDED IN MINUTE BOOK 152 AT PAGES 393-394.
11. ENVIRONMENTAL SERVICES - VARIOUS WASTEWATER TREATMENT PLANTS FROM CIBA SPECIALTY CHEMICALS CORPORATION, SUFFOLK, VA, FOR POLYMER. REFERENCE BID# 213-05 (CONTRACT RENEWAL)
\$254,536.80 TOTAL
12. GENERAL SERVICES - BULK STORES WAREHOUSE FROM AMERICAN OSMENT, BIRMINGHAM, AL, FOR PAPER TOWELS & TOILET PAPER CONTRACT. REFERENCE BID# 12305 (CONTRACT RENEWAL) \$36,750.00
TOTAL
13. JEFFERSON REHABILITATION & HEALTH CENTER FROM AMERICAN OSMENT, BIRMINGHAM, AL, FOR WHIRLPOOL SUPPLIES. REFERENCE BID# 140-06 (CONTRACT RENEWAL) \$7,500.00 TOTAL
14. JEFFERSON REHABILITATION & HEALTH CENTER, GENERAL SERVICES, AND YOUTH DETENTION CENTER FROM BUDGET JANITORIAL SUPPLY, PELHAM, AL, FOR CAN LINERS. REFERENCE BID# 46-06 (CONTRACT RENEWAL)
JEFFERSON REHABILITATION \$15,000.00 TOTAL
GENERAL SERVICES \$75,000.00 TOTAL
YOUTH DETENTION CENTER \$ 2,500.00 TOTAL
15. REVENUE FROM NATIONAL COMPUTER PRINT, BIRMINGHAM, AL, FOR CHANGE ORDER TO ADD FUNDS TO P.O. 245831 TO COVER WORK COMPLETED DURING CONTRACT PERIOD AND TO CLOSE OUT PURCHASE ORDER.
REFERENCE TAG# 659920 REFERENCE BID# 32-07 \$65,424.50 TOTAL
16. ERP PROJECT/TREASURER/INFORMATION TECHNOLOGY FROM LEXNET, INC., LOUISVILLE, CO, FOR 4 HEWLETT PACKARD MICR PRINTERS @ \$6965.25 EACH. REFERENCE BID# 117-07 \$27,861.00
TOTAL
17. JEFFERSON COUNTY FAMILY COURT FROM JEFFERSON/BLOUNT/ST.CLAIR MENTAL HEALTH/MENTAL; RETARDATION AUTH., BIRMINGHAM, AL, FOR CONTRACTOR TO PROVIDE CASE MANAGER SERVICES FOR THE RELEASE TO AFTERCARE PROGRAM (RAP) FOR FAMILY COURT. REFERENCE TAG# 802976
\$30,622.00 TOTAL
CONTRACT APPROVED BY THE COMMISSION ON 2/27/07 AND RECORDED IN MINUTE BOOK 153 AT PAGES 84-85.
18. SHERIFF'S DEPARTMENT FROM MCCAIN UNIFORMS BIRMINGHAM, AL, FOR LAW ENFORCEMENT UNIFORMS. REFERENCE BID# 123-07 \$248,583.50 TOTAL
19. COOPER GREEN MERCY HOSPITAL (CENTRAL SUPPLY) FROM PHILIPS MEDICAL SYSTEMS, ATLANTA, GA, FOR 100627 HD 11 HIGH DEFINITION ULTRASOUND SYSTEM UPGRADE. REFERENCE TAG# 795731
REFERENCE BID# 159-07 \$13,275.00 TOTAL
20. COOPER GREEN MERCY HOSPITAL (CENTRAL SUPPLY) FROM CARL ZEISS, SAN FRANCISCO, CA, FOR

HUMPHREY FIELD ANALYZER & MISC SUPPLIES. REFERENCE TAG# 797922,797928,797929,797930,797931,797932 & 797933

REFERENCE BID# 154-07 \$38,990.20 TOTAL

21. SHERIFF'S DEPARTMENT FROM GULF STATES, MONTGOMERY, AL, AND FOR AMMUNITION TO ADD FUNDS TO EXISTING PURCHASE COMMITMENT# 1105. REFERENCE BID# 116-07 \$61,466.00 TOTAL

22. HUMAN RESOURCES FROM BIRMINGHAM NEWS, BIRMINGHAM, AL, TO CHANGE ORDER TO ADD FUNDS TO P.O. 265836 TO COVER THE COST OF ADVERTISEMENTS. REFERENCE TAG# 795126 \$10,000.00 TOTAL

23. COOPER GREEN/MERCY HOSPITAL FROM CARE PROFESSIONAL SERVICES, MOBILE, AL, TO CHANGE ORDER TO ADD FUNDS TO P.O. 201909 FOR PATIENT CREDIT AND COLLECTIONS SERVICES PROVIDED TO THE HOSPITAL.

REFERENCE TAG# 486128 REFERENCE BID# 127-03 \$4,500.00 TOTAL

CONTRACT APPROVED BY THE COMMISSION ON 4/8/03 AND RECORDED IN MINUTE BOOK 141 AT PAGE 199-200.

24. HUMAN RESOURCES DEPARTMENT FROM LATINO NEWS, TRUSSVILLE, AL, TO CHANGE ORDER TO ADD FUNDS TO P.O. 265985 TO COVER THE COST OF ADVERTISEMENTS. REFERENCE TAG# 795136 \$1,000.00 TOTAL

Purchase Order # 267373 was pulled from the Purchasing Report

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
March 20, 2007

Vendor Number	Vendor	Description	Department	Amount
JOINT RESPONSIBILITY				
01	0010521	BHAM ASSOC OF REALTORS	ASSOCIATION FOR REALTOR DUES	BD OF EQUALIZATION 259.00
02	0010924	COBBS ALLEN & HALL	OFFICIAL BOND JUDGE SHERRI FRIDAY	PROBATE COURT 1050.00
03	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	SHERIFF: BHAM ENFORCEMENT 373.04
04	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	TAX ASSESSOR-BIRMINGHAM 71.95
05	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	PROBATE COURT 482.00
06	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	COMMISSIONER, DISTRICT 9.28
07	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	STORM WATER MANAGEMENT 129.75
08	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	SHERIFF: BHAM JAIL 710.92
09	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	PROBATE COURT 468.40
10	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	PROBATE COURT 940.40
11	0018596	THOMAS L FOSTER	STORM WATER FEE REFUND 2005	STORM WATER MANAGEMENT 10.00
12	0027293	RENT ONE	REPAIR ON LAWN MOWER	COMMISSION SUPPORT 1830.83
13	0030894	GMAC MORTGAGE	STORM WATER REFUND 2004	STORM WATER MANAGEMENT 10.00
14	0030894	GMAC MORTGAGE	STORM WATER REFUND 2005	STORM WATER MANAGEMENT 10.00
15	0034033	HSBC MORTGAGE CORP	STORM WATER REFUND 2005	STORM WATER MANAGEMENT 10.00
16	0034722	HIBERNIA NATIONAL BANK	STORM WATER REFUND 2005	STORM WATER MANAGEMENT 10.00
17	0035571	FIRST AMERICAN REAL ESTATE	STORM WATER REFUND 2005	STORM WATER MANAGEMENT 10.00
18	0035571	FIRST AMERICAN REAL ESTATE	STORM WATER REFUND 2005	STORM WATER MANAGEMENT 10.00
19	0035571	FIRST AMERICAN REAL ESTATE	STORM WATER REFUND 2005	STORM WATER MANAGEMENT 10.00
20	0038278	PATRICIA WHITE	SETTLEMENT OF CLAIM	COUNTY ATTORNEY 25000.00
21	0038426	LINDA SMITH KIMBLE	COUNTY KIMBLE	COUNTY ATTORNEY 9500.00
22	0038430	FLAG STAR BANK	STORM WATER REFUND 2005	STORM WATER MANAGEMENT 10.00
23	0038431	AMY TUCKER FOSTER	STORM WATER REFUND 2005	STORM WATER MANAGEMENT 10.00
24	0038432	MARCUS E GASTON	STORM WATER REFUND 2005	STORM WATER MANAGEMENT 10.00
25	0038433	JOHNNY M RAY	STORM WATER REFUND 2005	STORM WATER MANAGEMENT 15.00
26	0038434	JAMES HARDEN	STORM WATER REFUND 2005	STORM WATER MANAGEMENT 5.00
27	0038435	JAMES D HOGUE	STORM WATER REFUND 2005	STORM WATER MANAGEMENT 10.00
28	0038435	JAMES D HOGUE	STORM WATER REFUND 2004	STORM WATER MANAGEMENT 10.00
29	0038436	HOMEOMING FINANCIAL	STORM WATER REFUND 2004	STORM WATER MANAGEMENT 10.00
30	0038437	PHILLIP BRUCE HUTCHINS	STORM WATER REFUND 2005	STORM WATER MANAGEMENT 10.00
31	0038438	JUANITA HUTCHINSON	STORM WATER REFUND 2005	STORM WATER MANAGEMENT 10.00
32	0038452	ATMA MEMBERSHIP	BARRY STEPHENSON	TREASURER 100.00
ROADS & TRANSPORTATION				
33	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	FLEET MGMT: ADMINISTRATION 158.74
34	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	R&T: HIGHWAY MAINTKETONA 171.67
35	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	R&T: BRIDGE MAINTENANCE 653.53
36	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	R&T: HIGHWAY MAINTENANCE 224.18
37	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	FLEET MGMT: ADMINISTRATION 118.94
38	0015525	NO CENTRAL ALA CHAPTER	ANNUAL MEMBERSHIP DUES	INSPECTION SERVICES 400.00
39	0038429	LEONARD P ISBELL	SAFE ROOM GRANT REBATE	EMA GRANT PROGRAMS 3500.00
40	0038443	ESTATE OF MARY ALICE	RIGHT OF WAY	RIGHT OF WAY 57000.00
ENVIRONMENTAL SERVICES				
41	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	COMMUNITY DEVELOPMENT 53.98

42	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	CONSTRUCT SEWER LINE	693.56
43	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	ES: VALLEY CREEK WWTP	697.62
44	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	COMMUNITY DEVELOPMENT	26.73
45	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	ES: CAHABA RIVER WWTP	289.59
46	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	ES: SANITATION ADMINISTRATION	584.89
47	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	ES: VALLEY MAINTENANCE	121.35
48	0027847	ENERSOLV	ANALYSIS SAMPLE PICKUP	ES: BARTON LAB	305.00
49	0038445	CAROLYN HARVILL	REPLACEMENT SEWER	ENVIRONMENTAL SERVICES	1700.00

HEALTH AND HUMAN SERVICES

50	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	CORONER/MEDICAL EXAMINER	1398.85
51	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	JEFFERSON REHAB: PLANT OPERATIONS	160.20
52	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	CORONER/MEDICAL EXAMINER	89.85
53	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	JEFFERSON REHAB: PATIENT ACTIVITY	377.48
54	0034516	PLESIE M COOKE	LIABILITY INSURANCE	CGH: ADMINISTRATION	98.00

FINANCE AND GENERAL SERVICES

55	0010534	REGIONAL PLANNING	SALARIES, SUPPLIES, UTILITIES	FINANCEADMINISTRATION	3984.11
56	0010534	REGIONAL PLANNING	SALARIES, SUPPLIES, UTILITIES	FINANCEADMINISTRATION	3098.21
57	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	FAMILY COURT ADMINISTRATION	105.00
58	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	FINANCE SEWER SERVICES	68.45
59	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	GEN SVCS: ADMINISTRATION	294.93
60	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	REVENUE	187.30
61	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	HUMAN RESOURCES	21.87
62	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	GEN SVCS: GROUNDS	9.25
63	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	REVENUE	258.66
64	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	FINANCE SEWER SERVICES	85.82
65	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	GEN SVCS: MAINTENANCE	255.81
66	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	REVENUE	153.99
67	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	FINANCE SEWER SERVICES	83.43
68	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	REVENUE	230.00
69	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	REVENUE	45.98
70	0013898	WOOD FRUITTICHER	REFUND METER ADJUSTMENT	FINANCESEWER SERVICES	15000.00
71	0014203	ALICE J MAHAFFEY	MILEAGE REIMBURSEMENT	REVENUE	303.75
72	0015080	BUSINESS TELEPHONE SYSTEMS	SALARIES, SUPPLIES, UTILITIES	FINANCE ADMINISTRATION	144.00
73	0015080	BUSINESS TELEPHONE SYSTEMS	SALARIES, SUPPLIES, UTILITIES	FINANCE ADMINISTRATION	250.20
74	0018398	MICHAEL HUMBER	MILEAGE REIMBURSEMENT	REVENUE	186.30
75	0019860	DELL MARKETING L P	SALARIES, SUPPLIES, UTILITIES	FINANCE ADMINISTRATION	3102.06
76	0021556	JUDY DILL	MILEAGE REIMBURSEMENT	HUMAN RESOURCES	147.02
77	0023668	HATCHER DESIGN	PROFESSIONAL SERVICES	GEN SVCS: ADMINISTRATION	160.00
78	0023668	HATCHER DESIGN	PROFESSIONAL SERVICES	GEN SVCS: ADMINISTRATION	406.75
79	0023668	HATCHER DESIGN	PROFESSIONAL SERVICES	GEN SVCS: ADMINISTRATION	1062.50
80	0024171	GRESHAM SMITH & PARTNERS	SALARIES, SUPPLIES, UTILITIES	FINANCEADMINISTRATION	6795.74
81	0024171	GRESHAM SMITH & PARTNERS	SALARIES, SUPPLIES, UTILITIES	FINANCEADMINISTRATION	3031.95
82	0025300	BUILDING ENVIRONMENT	AIRBORNE FUNGI & BACTERIAL	GEN SVCS: ADMINISTRATION	1587.00
83	0031022	ELLIS H TILL	REFUND OVERPAYMENT	FINANCESEWER SERVICES	261.44
84	0031488	OLIVER PEEBLES	REFUND LEAK ADJUSTMENT	FINANCESEWER SERVICES	132.72
85	0031733	DIGITAL ASSURANCE	ANNUAL DISSEMINATION SERVICES	FINANCEADMINISTRATION	1500.00
86	0035101	JOYCE HARRIS	MILEAGE REIMBURSEMENT	REVENUE	178.61
87	0038238	HUBBARD PROPERTIES	REFUND OVERPAYMENT	FINANCE SEWER SERVICES	122.36
88	0038238	HUBBARD PROPERTIES	REFUND OVERPAYMENT	FINANCE SEWER SERVICES	268.81
89	0038353	ASSURANCE AMERICA	CLAIM FOR DAMAGE	HUMAN RESOURCES	3142.42
90	0038354	CHARTER/OUTSIDE PLANT	CLAIM FOR DAMAGE	HUMAN RESOURCES	1414.08
91	0038355	JENNIFER MORRIS	CLAIM FOR DAMAGE	HUMAN RESOURCES	194.82
92	0038447	JIM REFFELT	REFUND LEAK ADJUSTMENT	FINANCE SEWER SERVICES	843.39
93	0038447	JIM REFFELT	REFUND LEAK ADJUSTMENT	FINANCE SEWER SERVICES	25756.43
94	0038448	WILLARD LANGSTON	REFUND LEAK ADJUSTMENT	FINANCE SEWER SERVICES	50.96
95	0038449	ODESSA H LOWE	REFUND LEAK ADJUSTMENT	FINANCE SEWER SERVICES	782.03
96	0038450	STEPHEN FREEMAN	REFUND OVERPAYMENT	FINANCE SEWER SERVICES	55.57
97	0038451	WILLIAM R MILLS	REFUND OVERPAYMENT	FINANCE SEWER SERVICES	68.22
98	0038453	BRANDI W MILLER	REFUND OVERPAYMENT	FINANCE SEWER SERVICES	41.04
99	0038454	L HICKS	REFUND OVERPAYMENT	FINANCE SEWER SERVICES	10.00
100	0038455	DONALD COUPLAND	REFUND METER ADJUSTMENT	FINANCE SEWER SERVICES	442.97
101	0038456	DAVID K BISE	REFUND OVERPAYMENT	FINANCE SEWER SERVICES	777.68
102	0038457	WILLIAM SEWELL	REFUND OVERPAYMENT	FINANCE SEWER SERVICES	6.22
103	0038458	FIRST AMERICAN TITLE	REFUND OVERPAYMENT	FINANCE SEWER SERVICES	143.62
104	0038459	DEBORAH JACKSON	REFUND OVERPAYMENT	FINANCE SEWER SERVICES	57.73
105	0038460	CARAUSTER BIRMINGHAM	REFUND OVERPAYMENT	FINANCE SEWER SERVICES	10.10
106	0038461	CONSUMER SVCS INTL	REFUND OVERPAYMENT	FINANCE SEWER SERVICES	57.07

INFORMATION TECHNOLOGY

107	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	INFORMATION TECHNOLOGY	173.92
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PERSONNEL BOARD

108	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	PER BD: TESTING	25.56
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Motion was made by Commissioner Langford seconded by Commissioner Humphries that the Unusual Demands be approved.

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

REQUEST FOR CERTIFICATION

Probate Court

Court Clerk - 2 positions

Finance - Administration

Accountant

Sr. Accountant
 Administrative Assistant II
 Finance - Purchasing
 Administrative Assistant II - 2 positions
 Tax Collector - Birmingham
 Administrative Assistant II
 Principal Accountant
 Tax Collector - Gardendale
 Administrative Assistant I
 Pension Board
 Administrative Assistant II
 General Services - Administration
 Deputy Director
 General Services - Elections
 Voting Machine Technician - 2 positions
 General Services - Cooper Green Mercy Hospital
 Biomedical Coordinator
 Environmental Services - Sanitation Administration - Sewer Impact
 Administrative Assistant II
 Chief Civil Engineer
 Environmental Services - Five Mile Creek WWTP
 Wastewater Treatment Plant Operator
 Environmental Services - Village Creek WWTP
 Wastewater Treatment Plant Operator - 2 positions
 Environmental Services - Barton Labs
 Water Pollution Control Technician - 2 positions
 Jefferson Rehabilitation & Health Center
 Patient Activity Director
 Jefferson Rehabilitation & Health Center - In Service Education
 Nursing Ed./Training Coordinator
 Motion was made by Commissioner Smoot seconded by Commissioner Carns, that the Request for Certification be approved.
 Voting "Aye" Smoot, Carns, Collins, Humphres and Langford.

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION

1. Environmental Services \$7,000

 Increase revenue and expenditures to record proceeds collected for the Grease Control Program. No Additional Funds Required.
2. Finance \$0

 Delete an Accounting Assistant II (Gr. 16) and add an Accountant (Gr. 21) position. Annual difference \$9,373.25. No Additional Funds Required.

B. FOR INFORMATION ONLY

- Sheriff's Department \$0

 Add five Deputy Sheriff (Gr. 17) positions for the City of Graysville law enforcement contract. Annual difference \$227,232.95. No Additional Funds Required.
- Sheriff's Department \$0

 Add a Lieutenant (Gr. 24) position. Annual difference \$59,959.88. No Additional Funds Required.

Sheriff's Department \$0

Delete a Lieutenant (Gr. 24) position. Annual savings \$59,959.88. No Additional Funds Required.

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the Budget Amendments be approved. Voting "Aye"

Carns, Collins and Humphries. Voting "Nay" Smoot. Commissioner Langford abstained from voting.

Mar-20-2007-354

WHEREAS, Linda Lomax wishes to be appointed to the Vacation Leave Bank Committee of Jefferson County beginning March 20, 2007; and

WHEREAS, Linda Lomax will be replacing Debbie Bowie; and

WHEREAS, Linda Lomax desires to serve on the Board.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that Linda Lomax is hereby appointed to the Vacation Leave Bank Committee with her term ending September, 2010.

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

Mar-30-2007-355

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President Bettye Fine Collins is authorized to sign the Indirect Cost Rate Proposal Review Report for United Way of Central Alabama for the year ending December 31, 2004. No additional funds are required.

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

Mar-20-2007-356

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins, is hereby authorized and empowered to execute an Agreement between Jefferson County, Alabama and Troy University. The purpose of the agreement is for a cultural resource assessment as requested by the Alabama Historical Commission for the Center Point Senior Center Expansion Project (CD0503AA04M4CPS). The cost of the agreement shall not exceed Nine Hundred and no /100 Dollars (\$900.00) and will be paid for in full with federal funds. This project is from program year 2005.

CONTRACT FOR PROFESSIONAL SERVICES

By and Between

Jefferson County, Alabama

and

Troy University

Center Point Senior Center Expansion Project

CD05-03A-A04M4-CPS

AGREEMENT

THIS AGREEMENT entered into this day of , by and between Jefferson County, Alabama, hereinafter referred to as the "COUNTY" Troy University hereinafter referred to as "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the COUNTY desires to contract with the CONSULTANT to provide a Cultural Resource Assessment at the Center Point Senior Center Expansion Project construction site Center Point, Alabama;

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

ARTICLE I EMPLOYMENT OF CONSULTANT

The COUNTY hereby agrees to contract with the CONSULTANT and the CONSULTANT hereby agrees to perform the services hereinafter set forth in Attachment A, hereby included and made part of this contract.

ARTICLE II SCOPE OF SERVICES

The CONSULTANT shall perform or cause to be performed the services specified in Attachment A (on file in the Office of Community Development).

ARTICLE III TIME OF PERFORMANCE AND AUTHORIZATION TO PERFORM WORK

The CONSULTANT shall be available to assist the COUNTY Office of Community Development at any time of the effective date of this Contract and shall schedule and undertake technical and professional services requested under this Contract in an expeditious manner. The Completion date of all professional services under the Contract is April 20, 2007, unless subsequently extended by mutual written agreement of the COUNTY and the CONSULTANT.

ARTICLE IV MONITORING AND EVALUATION

The CONSULTANT shall work under the direction of the COUNTY Office of Community Development, which will monitor and evaluate the performance of this agreement. The Director of the Office of Community Development will represent Jefferson County in all instances involving this agreement.

ARTICLE V COMPENSATION AND METHOD OF PAYMENT

(a) The total amount to be paid to the CONSULTANT for the services rendered under this Contract shall not exceed the sum of \$900.00. CONSULTANT shall bill the Office of Community Development for services actually provided. All requests for payment shall be on the form provided by the COUNTY and shall include a detail of the services rendered under the terms of this Contract.

ARTICLE VI MISCELLANEOUS REQUIREMENTS

(a) Both parties agree that all services rendered under this contract will be done without regard to race, creed, color, sex, national origin, or handicap of applicant, client, and/or other staff involved.

(b) Upon execution of this contract, the CONSULTANT shall furnish to the COUNTY the Troy University's Federal Employment Identification Number, mailing address and any other pertinent data required by law.

ARTICLE VII SUSPENSION AND TERMINATION

(a) This Contract may be suspended or terminated by any party upon a minimum of thirty (30) days written notice.

(b) In the event of suspension or termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for all eligible expenditures to the date of suspension or termination, less any payment of reimbursement already made. CONSULTANT shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

ARTICLE VIII LIABILITY

(a) The CONSULTANT shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold the Troy University, Archaeological Research Center out to others as an agent of or act on behalf of the COUNTY.

(b) The CONSULTANT will indemnify and save harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the CONSULTANT, its agents, subcontractors or employees under this Contract.

ARTICLE IX AMENDMENT OF AGREEMENT

This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which as been executed or approved by the COUNTY. Any such amendment shall be attached to and made a part of this Contract.

ARTICLE X COPYRIGHTS AND DISCOVERIES

(a) If this agreement results in a book or other copyrightable materials, the author is free to copyright the work, but the federal grantor and the commission reserve a royaltyfree, nonexclusive and irrevocable license to reproduce, publish or otherwise use and authorized the use of all copyrighted material and all material which can be copyrighted resulting from the agreement.

(b) Any discovery or intervention arising out of or developed in the course of work aided by the agreement shall be promptly and fully reported to the commission and if applicable, to the administrator of the federal grantor agency for determination as to whether patent protection on such invention or discovery, including right under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

(c) The CONSULTANT shall know and follow the mandatory standards and policies relating to energy efficiency which are contained I the State of Alabama's Energy Conservation Plan and Conservation Act (Pub.L.94163).

IN WITNESS WHEREOF THE COUNTY AND THE CONSULTANT HAVE EXECUTED THIS AGREEMENT AS OF THIS DAY OF ,

WITNESSES

BY:

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President,

Jefferson County Commission

TROY UNIVERSITY

Dr. Jack Hawkins, Chancellor

McDonald Brooms, Archaeologist

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

Mar-20-2007-357

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Environmental Services be granted permission to advertise for bid on the Shades Creek Collection System, Locate and Raise Manhole project.

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

Mar-20-2007-358

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute Amendment No. 1 to the Agreement for Engineering and Construction Management for Overbrook Road Replacement Sewers between Jefferson County and Civil Systems, Inc., This amendment provides for additional scope of items pertaining to The Highlands Subdivision Pump Stations and Force Mains Upgrade. There are no additional funds required.

AMENDMENT NO. 1

TO THE AGREEMENT FOR

ENGINEERING AND CONSTRUCTION MANAGEMENT

FOR

OVERBROOK ROAD REPLACEMENT SEWERS

This document shall AMEND the scope of the original AGREEMENT between Jefferson County, Alabama (COUNTY) and Civil Systems, Inc. (CONSULTANT) and identified as the Engineering and Construction Management for Overbrook Road Replacement Sewers dated June 21, 2005 under the provisions of Article IV, Section 1, Changes of Work .

W I T N E S S E T H

WHEREAS, the original AGREEMENT was to perform the following during construction of the project defined as the Overbrook Road Replacement Sewers: (1) Meet with the County's on-site inspector once per week to determine if the work is proceeding in accordance with the Contract Documents. Full time on-site observations of the work in progress will be provided by the County, (2) Review Contractor construction scheduling, progress schedules, and payment requests, (3) Review and approve engineering submittals and shop drawings and report status to the COUNTY, (4) Attend conferences and meetings with the Contractor and the County, (5) Prepare construction drawings and specifications, using COUNTY survey notes, when design changes are warranted during construction, (6) Consider and evaluate Contractor's suggestions for construction modifications and make recommendations to the COUNTY for approval, (7) Prepare Change Orders and Field Directives, when warranted during construction, and forward to the COUNTY for execution, (8) Report to the COUNTY when clarifications and interpretations of Contract Documents are requested by the Contractor or the COUNTY'S on-site inspector. Make recommendations to the COUNTY for approval and issuance of clarifications and interpretations. (9) Perform periodic inspections and final inspection with COUNTY personnel, (10) perform project closeout, (11)

Prepare and submit to the COUNTY As-Constructed mylar record drawings of the completed project utilizing survey field notes provide by the CONSULTANT; and

WHEREAS, the CONSULTANT has determined that upon completion of the aforementioned Scope of Services, there will remain funds sufficient to perform the scope of work defined below during construction of the project defined as The Highlands Subdivision Pump Stations and Force Mains Upgrade for which the CONSULTANT performed the engineering design and preparation of the drawings and specifications; and

WHEREAS, the CONSULTANT and the COUNTY each recognize the benefits of completing additional work with no increased cost to the COUNTY above the COST CEILING of the original AGREEMENT; and

WHEREAS, the completion of the additional Scope of Services will require an extension of the contract time.

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

ARTICLE I - SCOPE OF WORK

Amend this section as follows:

CONSULTANT will perform the following during construction of the project defined as The Highlands Subdivision Pump Stations and Force Mains Upgrade.

- (1) Review and approve engineering submittals and shop drawings
- (2) Assist during construction staking to include providing a list of coordinates for control points, manholes, points along the force main, and TBMs. Actual construction staking will be performed by the COUNTY.
- (3) Prepare and submit to the COUNTY As-Constructed mylar record drawings of the completed project utilizing survey field notes provide by the COUNTY and Contractor.

ARTICLE II - TIME OF BEGINNING AND COMPLETION

Amend this section as follows:

CONSULTANT agrees to complete the additional Scope of Services identified in this AMENDMENT within forty-five (45) days after receiving the as-built survey notes and markups from the COUNTY.

ARTICLE III - PAYMENT

Amend this section as follows:

CONSULTANT agrees to complete the additional work within the COST CEILING established in the original AGREEMENT, and will not bill the COUNTY in excess of said COST CEILING.

COUNTY will pay CONSULTANT for the additional Services as follows:

- direct labor at the rates set forth in Attachment 1;
- sub-consultant costs at CONSULTANT cost;
- other direct costs at consultant cost; and
- PROFESSIONAL FEE of 12 percent of the costs described above.

ARTICLE III

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, Civil Systems, Inc. on the day of , 2006,

and the COUNTY on the day of , 2006.

CIVIL SYSTEMS, INC.

Guy Locker, P.E.

President

RECOMMENDED:

Robert C. Henderson, P.E.

Director of Environmental Services

ATTEST:

Minute Clerk

JEFFERSON COUNTY COMMISSION:

Bettye Fine Collins, President

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute an agreement between Jefferson County, Alabama and the Alabama Department of Transportation for a permit agreement for the accommodation of utility facilities on public right-of-way for the construction of a 8, 10 and 12-inch gravity and force main sewers in U.S. Highway 31 near the City of Kimberly. Furthermore, this agreement rescinds and replaces the original agreement previously approved by the County Commission in Minute Book 151 Pages 456-457. (Morris Kimberly Trunk Sewer and Pump Stations)

ALABAMA DEPARTMENT OF TRANSPORTATION
Permit Agreement for the Accommodation of Utility
Facilities on Public Right-of-Way

Project Number: _____

Permit No. _____

P.E. _____

R.O.W. _____

Utilities _____

Construction _____

Maintenance Section _____

Location of Accommodation: Milepost 292 to 296

THIS AGREEMENT is entered into this the _____ day of _____, 20_____, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as the STATE and _____ a Utility hereinafter referred to as the APPLICANT.

W I T N E S S E T H

WHEREAS, the APPLICANT desires to have its facilities accommodated on public highway right-of-way in _____ Jefferson _____ County, Alabama, said project or maintenance section being designated as _____, and consisting approximately of the following: approximately 33000 linear feet of 8, 10 and 12 inch diameter, Class 52 ductile iron sanitary sewer pipe in U.S. Highway 31 ROW near the City of Kimberly; and

WHEREAS, the State hereby grants to the APPLICANT approval to cross or locate its facilities on the public right-of-way at the location and in the manner hereinafter set forth:

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The APPLICANT will install its facilities on public right-of-way in accordance with plans and specifications of the APPLICANT as approved by the STATE which plans and specifications are hereby made a part hereof by reference.

2. In the installation of facilities and performing work under this agreement, the APPLICANT will conform to the provisions of the latest edition of the Alabama Department of Transportation Utility Manual, which manual is of record in the Department of Transportation and is hereby a part hereof by reference.

3. The national Manual on Uniform Traffic Control Devices, latest edition, is hereby made a part hereof by reference and will be conformed to as the provisions thereof are applicable to such work. Such Manual is of record in the Alabama Department of Transportation at the execution of this Agreement.

4. The Clean Water Act, 1987 and the Alabama Nonpoint Source Management Program, 1989 are hereby made a part hereof by reference and will be conformed to by the APPLICANT as the provisions thereof are applicable hereto.

The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

5. If hazardous materials, wastes, substances, or as otherwise defined by Code of Alabama § 6-5-332.1 (a)(2) (1993 Repl. Vol.) are encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous materials and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous materials encountered.

6. The APPLICANT will file with the STATE an acceptable certified check or bond in the penal amount of \$_____10,000_____ to guarantee the faithful performance of this permit contract in its entirety. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by the STATE as a result of the bond, will be applied to complete and fulfill the permit contract terms.

7. To the fullest extent permitted by law, the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees and/or facilities from and against claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the APPLICANT, anyone directly or indirectly employed by the APPLICANT or anyone for whose acts APPLICANT may be liable.

The term hold harmless includes the obligation of the APPLICANT to pay damages awarded against and legally recoverable from the State of Alabama, or the Alabama Department of Transportation, or its officers, agents, servants, and/or employees in both individual and official capacities whose acts or omissions that were the basis of the liability were performed within the course and scope of their employment.

8. Reimbursement for future relocations of the APPLICANTS facilities will be in accordance with State law in effect at the time such relocations are made.

9. The APPLICANT will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the APPLICANT, its agents, servants, employees or facilities.

10. The STATE in executing this Agreement does not in any way assume the responsibility for the maintenance of the facilities of the APPLICANT, nor the responsibility for any damage caused to the facilities regardless of the cause.

11. The APPLICANT will have a copy of this Agreement on the project site at all times while said work is being performed.

12. Nothing contained in this Permit Agreement, nor the issuance or receipt thereof, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the APPLICANT provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

13. The installation of the facilities and related work covered by this Agreement shall be completed within one year from the date shown on this Agreement, otherwise this Agreement becomes null and void. Once work is begun the APPLICANT shall pursue the work continuously and diligently until completion.

14. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway and all right-of-way in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to the Alabama Department of Transportation for a period of one year from acceptance by the Department of the completion of work applied for by APPLICANT.

15. The APPLICANT must provide a copy of the Notice of Registration (NOR) Received issued by ADEM upon receipt of the applicant s Notice of Registration. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOR is not required, APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

16. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA of failure to comply with applicable requirements, it shall be the responsibility of the APPLICANT to bring all BMP s into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

17. The APPLICANT stipulates that the specific use of these facilities located upon public right-of-way is SANITARY SEWERS.

APPLICANT further stipulates that should this specific use change at any time in the future that the APPLICANT will notify the STATE immediately of the change.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized, to be effective on the day and year first above stated.

WITNESS

Jefferson County

Commission
Environmental Services Department
Bettye Fine Collins, President

RECOMMENDED FOR APPROVAL:

District Manager & Date

Division Engineer & Date

Alabama DEPARTMENT OF TRANSPORTATION ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR
Maintenance Engineer / Division Engineer

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

Mar-20-2007-360

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute an agreement

between Jefferson County, Alabama and the Alabama Department of Transportation for a permit agreement for the accommodation of utility facilities on public right-of-way for the construction of a 8-inch gravity and force main sewers in Interstate Highway 459 in the City of Hoover. Furthermore, this agreement rescinds and replaces the original agreement previously approved by the County Commission in Minute Book 152 Pages 292-295. (Lake Cyrus - Sector 21 - Givanapour Addition to Hoover)

ALABAMA DEPARTMENT OF TRANSPORTATION
Permit Agreement for the Accommodation of Utility
Facilities on Public Right-of-Way

Project Number: _____
Permit No. _____
P.E. _____
R.O.W. _____
Utilities _____
Construction _____
Maintenance Section _____

Location of Accommodation: Milepost 8 to 9

THIS AGREEMENT is entered into this the _____ day of _____, 20_____, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as the STATE and _____ a Utility hereinafter referred to as the APPLICANT.

W I T N E S S E T H

WHEREAS, the APPLICANT desires to have its facilities accommodated on public highway right-of-way in _____ Jefferson _____ County, Alabama, said project or maintenance section being designated as _____, and consisting approximately of the following: approximately 480 linear feet of 8 inch diameter, Class 52 ductile iron sanitary sewer pipe in Interstate Highway 459 ROW in the City of Hoover; and

WHEREAS, the State hereby grants to the APPLICANT approval to cross or locate its facilities on the public right-of-way at the location and in the manner hereinafter set forth:

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The APPLICANT will install its facilities on public right-of-way in accordance with plans and specifications of the APPLICANT as approved by the STATE which plans and specifications are hereby made a part hereof by reference.

2. In the installation of facilities and performing work under this agreement, the APPLICANT will conform to the provisions of the latest edition of the Alabama Department of Transportation Utility Manual, which manual is of record in the Department of Transportation and is hereby a part hereof by reference.

3. The national Manual on Uniform Traffic Control Devices, latest edition, is hereby made a part hereof by reference and will be conformed to as the provisions thereof are applicable to such work. Such Manual is of record in the Alabama Department of Transportation at the execution of this Agreement.

4. The Clean Water Act, 1987 and the Alabama Nonpoint Source Management Program, 1989 are hereby made a part hereof by reference and will be conformed to by the APPLICANT as the provisions thereof are applicable hereto.

The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

5. If hazardous materials, wastes, substances, or as otherwise defined by Code of Alabama § 6-5-332.1 (a)(2) (1993 Repl. Vol.) are encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous materials and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous materials encountered.

6. The APPLICANT will file with the STATE an acceptable certified check or bond in the penal amount of \$_____10,000_____ to guarantee the faithful performance of this permit contract in its entirety. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by the STATE as a result of the bond, will be applied to complete and fulfill the permit contract terms.

7. To the fullest extent permitted by law, the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees and/or facilities from and against claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the APPLICANT, anyone directly or indirectly employed by the APPLICANT or anyone for whose acts APPLICANT may be liable.

The term hold harmless includes the obligation of the APPLICANT to pay damages awarded against and legally recoverable from the State of Alabama, or the Alabama Department of Transportation, or its officers, agents, servants, and/or employees in both

individual and official capacities whose acts or omissions that were the basis of the liability were performed within the course and scope of their employment.

8. Reimbursement for future relocations of the APPLICANTS facilities will be in accordance with State law in effect at the time such relocations are made.

9. The APPLICANT will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the APPLICANT, its agents, servants, employees or facilities.

10. The STATE in executing this Agreement does not in any way assume the responsibility for the maintenance of the facilities of the APPLICANT, nor the responsibility for any damage caused to the facilities regardless of the cause.

11. The APPLICANT will have a copy of this Agreement on the project site at all times while said work is being performed.

12. Nothing contained in this Permit Agreement, nor the issuance or receipt thereof, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the APPLICANT provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

13. The installation of the facilities and related work covered by this Agreement shall be completed within one year from the date shown on this Agreement, otherwise this Agreement becomes null and void. Once work is begun the APPLICANT shall pursue the work continuously and diligently until completion.

14. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway and all right-of-way in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to the Alabama Department of Transportation for a period of one year from acceptance by the Department of the completion of work applied for by APPLICANT.

15. The APPLICANT must provide a copy of the Notice of Registration (NOR) Received issued by ADEM upon receipt of the applicant s Notice of Registration. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOR is not required, APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

16. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA of failure to comply with applicable requirements, it shall be the responsibility of the APPLICANT to bring all BMP s into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

17. The APPLICANT stipulates that the specific use of these facilities located upon public right-of-way is SANITARY SEWERS.

APPLICANT further stipulates that should this specific use change at any time in the future that the APPLICANT will notify the STATE immediately of the change.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized, to be effective on the day and year first above stated.

WITNESS

Jefferson County

Commission

Environmental Services Department

Bettye Fine Collins, President

RECOMMENDED FOR APPROVAL:

District Manager & Date

Division Engineer & Date

Alabama DEPARTMENT OF TRANSPORTATION ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR
Maintenance Engineer / Division Engineer

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

Mar-20-2007-361

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute an agreement between Jefferson County, Alabama and the Alabama Department of Transportation for a permit agreement for the accommodation of utility facilities on public right-of-way for the construction of a 4-inch gravity main sewer in Alabama Highway 79 near the City of

Pinson.

BE IT FURTHER RESOLVED that the President be authorized to execute an agreement between Jefferson County, Alabama and Simmons Pankey - Owner, Pankey Properties-Pinson Self Storage for the construction of a sanitary sewer in the right-of-way of Alabama Highway 79 near the City of Pinson, at no cost to the County.

ALABAMA DEPARTMENT OF TRANSPORTATION

Permit Agreement for the Accommodation of Utility
Facilities on Public Right-of-Way

Project Number: _____

Permit No. _____

P.E. _____

R.O.W. _____

Utilities _____

Construction _____

Maintenance Section _____

Location of Accommodation: Milepost 12 to 13

THIS AGREEMENT is entered into this the _____ day of _____, 20_____, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as the STATE and _____ a Utility hereinafter referred to as the APPLICANT.

W I T N E S S E T H

WHEREAS, the APPLICANT desires to have its facilities accommodated on public highway right-of-way in _____ Jefferson _____ County, Alabama, said project or maintenance section being designated as _____, and consisting approximately of the following: approximately 2 linear feet of 4 inch diameter, Class 52 ductile iron sanitary sewer pipe in Alabama Highway 79 ROW near the City of Pinson; and

WHEREAS, the State hereby grants to the APPLICANT approval to cross or locate its facilities on the public right-of-way at the location and in the manner hereinafter set forth:

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The APPLICANT will install its facilities on public right-of-way in accordance with plans and specifications of the APPLICANT as approved by the STATE which plans and specifications are hereby made a part hereof by reference.

2. In the installation of facilities and performing work under this agreement, the APPLICANT will conform to the provisions of the latest edition of the Alabama Department of Transportation Utility Manual, which manual is of record in the Department of Transportation and is hereby a part hereof by reference.

3. The national Manual on Uniform Traffic Control Devices, latest edition, is hereby made a part hereof by reference and will be conformed to as the provisions thereof are applicable to such work. Such Manual is of record in the Alabama Department of Transportation at the execution of this Agreement.

4. The Clean Water Act, 1987 and the Alabama Nonpoint Source Management Program, 1989 are hereby made a part hereof by reference and will be conformed to by the APPLICANT as the provisions thereof are applicable hereto.

The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

5. If hazardous materials, wastes, substances, or as otherwise defined by Code of Alabama § 6-5-332.1 (a)(2) (1993 Repl. Vol.) are encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous materials and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous materials encountered.

6. The APPLICANT will file with the STATE an acceptable certified check or bond in the penal amount of \$ _____10,000_____ to guarantee the faithful performance of this permit contract in its entirety. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by the STATE as a result of the bond, will be applied to complete and fulfill the permit contract terms.

7. To the fullest extent permitted by law, the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees and/or facilities from and against claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the APPLICANT, anyone directly or indirectly employed by the APPLICANT or anyone for whose acts APPLICANT may be liable.

The term hold harmless includes the obligation of the APPLICANT to pay damages awarded against and legally recoverable from the State of Alabama, or the Alabama Department of Transportation, or its officers, agents, servants, and/or employees in both

individual and official capacities whose acts or omissions that were the basis of the liability were performed within the course and scope of their employment.

8. Reimbursement for future relocations of the APPLICANTS facilities will be in accordance with State law in effect at the time such relocations are made.

9. The APPLICANT will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the APPLICANT, its agents, servants, employees or facilities.

10. The STATE in executing this Agreement does not in any way assume the responsibility for the maintenance of the facilities of the APPLICANT, nor the responsibility for any damage caused to the facilities regardless of the cause.

11. The APPLICANT will have a copy of this Agreement on the project site at all times while said work is being performed.

12. Nothing contained in this Permit Agreement, nor the issuance or receipt thereof, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the APPLICANT provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

13. The installation of the facilities and related work covered by this Agreement shall be completed within one year from the date shown on this Agreement, otherwise this Agreement becomes null and void. Once work is begun the APPLICANT shall pursue the work continuously and diligently until completion.

14. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway and all right-of-way in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to the Alabama Department of Transportation for a period of one year from acceptance by the Department of the completion of work applied for by APPLICANT.

15. The APPLICANT must provide a copy of the Notice of Registration (NOR) Received issued by ADEM upon receipt of the applicant s Notice of Registration. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOR is not required, APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

16. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA of failure to comply with applicable requirements, it shall be the responsibility of the APPLICANT to bring all BMP s into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

17. The APPLICANT stipulates that the specific use of these facilities located upon public right-of-way is SANITARY SEWERS.

APPLICANT further stipulates that should this specific use change at any time in the future that the APPLICANT will notify the STATE immediately of the change.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized, to be effective on the day and year first above stated.

WITNESS

Jefferson County

Commission

Environmental Services Department

Bettye Fine Collins, President

RECOMMENDED FOR APPROVAL:

District Manager & Date

Division Engineer & Date

Alabama DEPARTMENT OF TRANSPORTATION ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR
Maintenance Engineer / Division Engineer

AGREEMENT

This Agreement entered into this _____ day of _____, 20__ by and between Jefferson County, Alabama (hereinafter referred to as Jefferson County) and Pankey Properties-Pinson Self Storage (hereinafter referred to as Owner).

WITNESSETH

WHEREAS, Owner proposes to install certain sanitary sewer facilities crossing perpendicular to Alabama Highway 79 near the intersection with Old Bradford Road; and

WHEREAS, the State will not authorize Owner to perform such installation but will authorize Jefferson County to install the same; and

WHEREAS, Owner has requested Jefferson County to enter into an Agreement with the State providing for Jefferson County to perform such installation upon the stipulation, that the Owner would actually perform such installation and would indemnify and hold harmless Jefferson County with respect to Owner s performance thereof.

IN CONSIDERATION OF the premises, the parties agree as follows:

1. Jefferson County shall enter into an Agreement with the State (ALDOT Agreement) providing for installation of a 4 inch

gravity main sewer connecting to an existing Jefferson County sanitary sewer crossing perpendicular to Alabama Highway 79 near the intersection with Old Bradford Road, which drains to the Turkey Creek sewer system, copy of the ALDOT Agreement is attached hereto as Exhibit A to this Agreement.

2. Owner hereby acknowledges the satisfactory performance by Jefferson County of Paragraph 1 above. Owner shall do and perform each requirement imposed upon the Jefferson County Commission by the ALDOT Agreement (Exhibit A). Further, Owner hereby agrees to indemnify and hold harmless and defend the Jefferson County Commission, Jefferson County, Alabama, its elected officials and employees from and against any claims, suits, cost, expenses including attorneys fees, loss or damage in any way arising out of the performance or failure of performance of the ALDOT Agreement (Exhibit A) and this Agreement.

3. Owner and Jefferson County agree that this Agreement shall be automatically amended to include any amendment made to the ALDOT Agreement (Exhibit A).

4. The term of this Agreement shall continue so long as any obligation of any nature whatsoever of Jefferson County exists by reason of the ALDOT Agreement (Exhibit A).

5. In the event that the State of Alabama through the State DOT requires the County to maintain, repair or otherwise service any 4 or 6 inch service line installed within State road right of way, the owner agrees to reimburse the County for the cost of any such work performed for the benefit of said owner.

IN WITNESS WHEREOF, the parties here to have executed this Agreement by their duly authorized officers this _____ day of _____, 20__.

Pankey Properties-Pinson Self Storage
Simmons Pankey - Owner
Jefferson County Commission
Bettye Fine Collins, President

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

Mar-20-2007-362

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute an agreement between Jefferson County, Alabama and the Alabama Department of Transportation for a permit agreement for the accommodation of utility facilities on public right-of-way for the construction of a 4-inch gravity main sewer in Alabama Highway 79 in the City of Birmingham.

BE IT FURTHER RESOLVED that the President be authorized to execute an agreement between Jefferson County, Alabama and Jay Machleit - Owner, Triple C Development for the construction of a sanitary sewer in the right-of-way of Alabama Highway 79 in the City of Birmingham, at no cost to the County. (Dollar General)

ALABAMA DEPARTMENT OF TRANSPORTATION
Permit Agreement for the Accommodation of Utility
Facilities on Public Right-of-Way

Project Number: _____
Permit No. _____
P.E. _____
R.O.W. _____
Utilities _____
Construction _____
Maintenance Section _____

Location of Accommodation: Milepost 7 to 8

THIS AGREEMENT is entered into this the _____ day of _____, 20_____, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as the STATE and _____ a Utility hereinafter referred to as the APPLICANT.

WITNESSETH

WHEREAS, the APPLICANT desires to have its facilities accommodated on public highway right-of-way in _____ Jefferson _____ County, Alabama, said project or maintenance section being designated as _____, and consisting approximately of the following: approximately 160 linear feet of 4 inch diameter, Class 52 ductile iron sanitary sewer pipe in Alabama Highway 79 ROW in the City of Birmingham; and

WHEREAS, the State hereby grants to the APPLICANT approval to cross or locate its facilities on the public right-of-way at the location and in the manner hereinafter set forth:

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The APPLICANT will install its facilities on public right-of-way in accordance with plans and specifications of the APPLICANT as approved by the STATE which plans and specifications are hereby made a part hereof by reference.

2. In the installation of facilities and performing work under this agreement, the APPLICANT will conform to the provisions of the latest edition of the Alabama Department of Transportation Utility Manual, which manual is of record in the Department of Transportation and is hereby a part hereof by reference.

3. The national Manual on Uniform Traffic Control Devices, latest edition, is hereby made a part hereof by reference and will be conformed to as the provisions thereof are applicable to such work. Such Manual is of record in the Alabama Department of Transportation at the execution of this Agreement.

4. The Clean Water Act, 1987 and the Alabama Nonpoint Source Management Program, 1989 are hereby made a part hereof by reference and will be conformed to by the APPLICANT as the provisions thereof are applicable hereto.

The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

5. If hazardous materials, wastes, substances, or as otherwise defined by Code of Alabama § 6-5-332.1 (a)(2) (1993 Repl. Vol.) are encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous materials and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous materials encountered.

6. The APPLICANT will file with the STATE an acceptable certified check or bond in the penal amount of \$_____10,000_____ to guarantee the faithful performance of this permit contract in its entirety. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by the STATE as a result of the bond, will be applied to complete and fulfill the permit contract terms.

7. To the fullest extent permitted by law, the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees and/or facilities from and against claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the APPLICANT, anyone directly or indirectly employed by the APPLICANT or anyone for whose acts APPLICANT may be liable.

The term hold harmless includes the obligation of the APPLICANT to pay damages awarded against and legally recoverable from the State of Alabama, or the Alabama Department of Transportation, or its officers, agents, servants, and/or employees in both individual and official capacities whose acts or omissions that were the basis of the liability were performed within the course and scope of their employment.

8. Reimbursement for future relocations of the APPLICANTS facilities will be in accordance with State law in effect at the time such relocations are made.

9. The APPLICANT will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the APPLICANT, its agents, servants, employees or facilities.

10. The STATE in executing this Agreement does not in any way assume the responsibility for the maintenance of the facilities of the APPLICANT, nor the responsibility for any damage caused to the facilities regardless of the cause.

11. The APPLICANT will have a copy of this Agreement on the project site at all times while said work is being performed.

12. Nothing contained in this Permit Agreement, nor the issuance or receipt thereof, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the APPLICANT provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

13. The installation of the facilities and related work covered by this Agreement shall be completed within one year from the date shown on this Agreement, otherwise this Agreement becomes null and void. Once work is begun the APPLICANT shall pursue the work continuously and diligently until completion.

14. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway and all right-of-way in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to the Alabama Department of Transportation for a period of one year from acceptance by the Department of the completion of work applied for by APPLICANT.

15. The APPLICANT must provide a copy of the Notice of Registration (NOR) Received issued by ADEM upon receipt of the applicant s Notice of Registration. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOR is not required, APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

16. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA of failure to comply with applicable requirements, it shall be the responsibility of the APPLICANT to bring all BMP s into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

17. The APPLICANT stipulates that the specific use of these facilities located upon public right-of-way is SANITARY_SEWERS.
APPLICANT further stipulates that should this specific use change at any time in the future that the APPLICANT will notify the STATE immediately of the change.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized, to be effective on the day and year first above stated.

WITNESS
Jefferson County
Commission
Environmental Services Department
Bettye Fine Collins, President

RECOMMENDED FOR APPROVAL:

District Manager & Date

Division Engineer & Date

Alabama DEPARTMENT OF TRANSPORTATION ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR
Maintenance Engineer / Division Engineer

AGREEMENT

This Agreement entered into this _____ day of _____, 20__ by and between Jefferson County, Alabama (hereinafter referred to as Jefferson County) and Triple C Development (hereinafter referred to as Owner).

WITNESSETH

WHEREAS, Owner proposes to install certain sanitary sewer facilities crossing perpendicular to Alabama Highway 79 near the intersection with Winewood; and

WHEREAS, the State will not authorize Owner to perform such installation but will authorize Jefferson County to install the same; and

WHEREAS, Owner has requested Jefferson County to enter into an Agreement with the State providing for Jefferson County to perform such installation upon the stipulation, that the Owner would actually perform such installation and would indemnify and hold harmless Jefferson County with respect to Owner s performance thereof.

IN CONSIDERATION OF the premises, the parties agree as follows:

1. Jefferson County shall enter into an Agreement with the State (ALDOT Agreement) providing for installation of a 4 inch gravity main sewer connecting to an existing Jefferson County sanitary sewer crossing perpendicular to Alabama Highway 79 near the intersection with Winewood, which drains to the Five Mile Creek sewer system, copy of the ALDOT Agreement is attached hereto as Exhibit A to this Agreement.

2. Owner hereby acknowledges the satisfactory performance by Jefferson County of Paragraph 1 above. Owner shall do and perform each requirement imposed upon the Jefferson County Commission by the ALDOT Agreement (Exhibit A). Further, Owner hereby agrees to indemnify and hold harmless and defend the Jefferson County Commission, Jefferson County, Alabama, its elected officials and employees from and against any claims, suits, cost, expenses including attorneys fees, loss or damage in any way arising out of the performance or failure of performance of the ALDOT Agreement (Exhibit A) and this Agreement.

3. Owner and Jefferson County agree that this Agreement shall be automatically amended to include any amendment made to the ALDOT Agreement (Exhibit A).

4. The term of this Agreement shall continue so long as any obligation of any nature whatsoever of Jefferson County exists by reason of the the ALDOT Agreement (Exhibit A).

5. In the event that the State of Alabama through the State DOT requires the County to maintain, repair or otherwise service any 4 or 6 inch service line installed within State road right of way, the owner agrees to reimburse the County for the cost of any such work performed for the benefit of said owner.

IN WITNESS WHEREOF, the parties here to have executed this Agreement by their duly authorized officers this _____ day of _____, 20__.

Triple C Development

Jay Machleit - Owner

Jefferson County Commission

Bettye Fine Collins, President

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

Mar-20-2007-363

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute an agreement between Jefferson County, Alabama and the Alabama Department of Transportation for a permit agreement for the accommodation of utility facilities on public right-of-way for the construction of a 8-inch gravity main sewer in Alabama Highway 75 in the City of Birmingham.

BE IT FURTHER RESOLVED that the President be authorized to execute an agreement between Jefferson County, Alabama and Bobby R. Creel - Service Director, Serra Automotive Management Inc. for the construction of a sanitary sewer in the right-of-way of Alabama Highway 75 in the City of Birmingham, at no cost to the County.

ALABAMA DEPARTMENT OF TRANSPORTATION
Permit Agreement for the Accommodation of Utility
Facilities on Public Right-of-Way

Project Number: _____
Permit No. _____
P.E. _____
R.O.W. _____
Utilities _____
Construction _____
Maintenance Section _____

Location of Accommodation: Milepost 1 to 2

THIS AGREEMENT is entered into this the _____ day of _____, 20_____, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as the STATE and _____ a Utility hereinafter referred to as the APPLICANT.

WITNESSETH

WHEREAS, the APPLICANT desires to have its facilities accommodated on public highway right-of-way in _____ Jefferson _____ County, Alabama, said project or maintenance section being designated as _____, and consisting approximately of the following: approximately 8 linear feet of 8 inch diameter, Class 52 ductile iron sanitary sewer pipe in Alabama Highway 75 ROW in the City of Birmingham; and

WHEREAS, the State hereby grants to the APPLICANT approval to cross or locate its facilities on the public right-of-way at the location and in the manner hereinafter set forth:

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The APPLICANT will install its facilities on public right-of-way in accordance with plans and specifications of the APPLICANT as approved by the STATE which plans and specifications are hereby made a part hereof by reference.

2. In the installation of facilities and performing work under this agreement, the APPLICANT will conform to the provisions of the latest edition of the Alabama Department of Transportation Utility Manual, which manual is of record in the Department of Transportation and is hereby a part hereof by reference.

3. The national Manual on Uniform Traffic Control Devices, latest edition, is hereby made a part hereof by reference and will be conformed to as the provisions thereof are applicable to such work. Such Manual is of record in the Alabama Department of Transportation at the execution of this Agreement.

4. The Clean Water Act, 1987 and the Alabama Nonpoint Source Management Program, 1989 are hereby made a part hereof by reference and will be conformed to by the APPLICANT as the provisions thereof are applicable hereto.

The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

5. If hazardous materials, wastes, substances, or as otherwise defined by Code of Alabama § 6-5-332.1 (a)(2) (1993 Repl. Vol.) are encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous materials and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous materials encountered.

6. The APPLICANT will file with the STATE an acceptable certified check or bond in the penal amount of \$ _____10,000_____ to guarantee the faithful performance of this permit contract in its entirety. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by the STATE as a result of the bond, will be applied to complete and fulfill the permit contract terms.

7. To the fullest extent permitted by law, the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama,

the Alabama Department of Transportation, and its agents, servants, employees and/or facilities from and against claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the APPLICANT, anyone directly or indirectly employed by the APPLICANT or anyone for whose acts APPLICANT may be liable.

The term hold harmless includes the obligation of the APPLICANT to pay damages awarded against and legally recoverable from the State of Alabama, or the Alabama Department of Transportation, or its officers, agents, servants, and/or employees in both individual and official capacities whose acts or omissions that were the basis of the liability were performed within the course and scope of their employment.

8. Reimbursement for future relocations of the APPLICANTS facilities will be in accordance with State law in effect at the time such relocations are made.

9. The APPLICANT will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the APPLICANT, its agents, servants, employees or facilities.

10. The STATE in executing this Agreement does not in any way assume the responsibility for the maintenance of the facilities of the APPLICANT, nor the responsibility for any damage caused to the facilities regardless of the cause.

11. The APPLICANT will have a copy of this Agreement on the project site at all times while said work is being performed.

12. Nothing contained in this Permit Agreement, nor the issuance or receipt thereof, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the APPLICANT provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

13. The installation of the facilities and related work covered by this Agreement shall be completed within one year from the date shown on this Agreement, otherwise this Agreement becomes null and void. Once work is begun the APPLICANT shall pursue the work continuously and diligently until completion.

14. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway and all right-of-way in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to the Alabama Department of Transportation for a period of one year from acceptance by the Department of the completion of work applied for by APPLICANT.

15. The APPLICANT must provide a copy of the Notice of Registration (NOR) Received issued by ADEM upon receipt of the applicant s Notice of Registration. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOR is not required, APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

16. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA of failure to comply with applicable requirements, it shall be the responsibility of the APPLICANT to bring all BMP s into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

17. The APPLICANT stipulates that the specific use of these facilities located upon public right-of-way is SANITARY SEWERS.

APPLICANT further stipulates that should this specific use change at any time in the future that the APPLICANT will notify the STATE immediately of the change.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized, to be effective on the day and year first above stated.

WITNESS

Jefferson County

Commission
Environmental Services Department
Bettye Fine Collins, President

RECOMMENDED FOR APPROVAL:

District Manager & Date

Division Engineer & Date

Alabama DEPARTMENT OF TRANSPORTATION ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR
Maintenance Engineer / Division Engineer

AGREEMENT

This Agreement entered into this _____ day of _____, 20__ by and between Jefferson County, Alabama (hereinafter referred to as Jefferson County) and Serra Automotive Management Inc. (hereinafter referred to as Owner).

WITNESSETH

WHEREAS, Owner proposes to install certain sanitary sewer facilities crossing perpendicular to Alabama Highway 75 near the

intersection with Roebuck Drive; and

WHEREAS, the State will not authorize Owner to perform such installation but will authorize Jefferson County to install the same; and

WHEREAS, Owner has requested Jefferson County to enter into an Agreement with the State providing for Jefferson County to perform such installation upon the stipulation, that the Owner would actually perform such installation and would indemnify and hold harmless Jefferson County with respect to Owner s performance thereof.

IN CONSIDERATION OF the premises, the parties agree as follows:

1. Jefferson County shall enter into an Agreement with the State (ALDOT Agreement) providing for installation of a 8 inch gravity main sewer connecting to an existing Jefferson County sanitary sewer crossing perpendicular to Alabama Highway 75 near the intersection with Roebuck Drive, which drains to the Five Mile Creek sewer system, copy of the ALDOT Agreement is attached hereto as Exhibit A to this Agreement.

2. Owner hereby acknowledges the satisfactory performance by Jefferson County of Paragraph 1 above. Owner shall do and perform each requirement imposed upon the Jefferson County Commission by the ALDOT Agreement (Exhibit A). Further, Owner hereby agrees to indemnify and hold harmless and defend the Jefferson County Commission, Jefferson County, Alabama, its elected officials and employees from and against any claims, suits, cost, expenses including attorneys fees, loss or damage in any way arising out of the performance or failure of performance of the ALDOT Agreement (Exhibit A) and this Agreement.

3. Owner and Jefferson County agree that this Agreement shall be automatically amended to include any amendment made to the ALDOT Agreement (Exhibit A).

4. The term of this Agreement shall continue so long as any obligation of any nature whatsoever of Jefferson County exists by reason of the the ALDOT Agreement (Exhibit A).

5. In the event that the State of Alabama through the State DOT requires the County to maintain, repair or otherwise service any 4 or 6 inch service line installed within State road right of way, the owner agrees to reimburse the County for the cost of any such work performed for the benefit of said owner.

IN WITNESS WHEREOF, the parties here to have executed this Agreement by their duly authorized officers this _____ day of _____, 20__.

Serra Automotive Management Inc.
Bobby R. Creel - Service Director
Jefferson County Commission
Bettye Fine Collins, President

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

Mar-20-2007-364

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute an agreement between Jefferson County, Alabama and the Alabama Department of Transportation for a permit agreement for the accommodation of utility facilities on public right-of-way for the repair of a 6-inch gravity main sewer in U.S. Highway 11 in the City of Birmingham.

BE IT FURTHER RESOLVED that the President be authorized to execute an agreement between Jefferson County, Alabama and Thomas J. Perri - Owner, Corporate Realty Management, Inc. for the repair of a sanitary sewer in the right-of-way of U.S. Highway 11 in the City of Birmingham, at no cost to the County. (Jemison Flats)

ALABAMA DEPARTMENT OF TRANSPORTATION
Permit Agreement for the Accommodation of Utility
Facilities on Public Right-of-Way

Project Number: _____
Permit No. _____
P.E. _____
R.O.W. _____
Utilities _____
Construction _____
Maintenance Section _____
Location of Accommodation: Milepost XBMileX to XEMileX

THIS AGREEMENT is entered into this the _____ day of _____, 20_____, by and between the Alabama

Department of Transportation acting by and through its Transportation Director hereinafter referred to as the STATE and _____ a Utility hereinafter referred to as the APPLICANT.

W I T N E S S E T H

WHEREAS, the APPLICANT desires to have its facilities accommodated on public highway right-of-way in _____ Jefferson _____ County, Alabama, said project or maintenance section being designated as _____, and consisting approximately of the following: approximately 100 linear feet of 6 inch diameter, Class 52 ductile iron sanitary sewer pipe in U.S. Highway 11 ROW in the City of Birmingham; and

WHEREAS, the State hereby grants to the APPLICANT approval to cross or locate its facilities on the public right-of-way at the location and in the manner hereinafter set forth:

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The APPLICANT will install its facilities on public right-of-way in accordance with plans and specifications of the APPLICANT as approved by the STATE which plans and specifications are hereby made a part hereof by reference.

2. In the installation of facilities and performing work under this agreement, the APPLICANT will conform to the provisions of the latest edition of the Alabama Department of Transportation Utility Manual, which manual is of record in the Department of Transportation and is hereby a part hereof by reference.

3. The national Manual on Uniform Traffic Control Devices, latest edition, is hereby made a part hereof by reference and will be conformed to as the provisions thereof are applicable to such work. Such Manual is of record in the Alabama Department of Transportation at the execution of this Agreement.

4. The Clean Water Act, 1987 and the Alabama Nonpoint Source Management Program, 1989 are hereby made a part hereof by reference and will be conformed to by the APPLICANT as the provisions thereof are applicable hereto.

The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

5. If hazardous materials, wastes, substances, or as otherwise defined by Code of Alabama § 6-5-332.1 (a)(2) (1993 Repl. Vol.) are encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous materials and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous materials encountered.

6. The APPLICANT will file with the STATE an acceptable certified check or bond in the penal amount of \$_____10,000_____ to guarantee the faithful performance of this permit contract in its entirety. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by the STATE as a result of the bond, will be applied to complete and fulfill the permit contract terms.

7. To the fullest extent permitted by law, the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees and/or facilities from and against claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the APPLICANT, anyone directly or indirectly employed by the APPLICANT or anyone for whose acts APPLICANT may be liable.

The term hold harmless includes the obligation of the APPLICANT to pay damages awarded against and legally recoverable from the State of Alabama, or the Alabama Department of Transportation, or its officers, agents, servants, and/or employees in both individual and official capacities whose acts or omissions that were the basis of the liability were performed within the course and scope of their employment.

8. Reimbursement for future relocations of the APPLICANTS facilities will be in accordance with State law in effect at the time such relocations are made.

9. The APPLICANT will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the APPLICANT, its agents, servants, employees or facilities.

10. The STATE in executing this Agreement does not in any way assume the responsibility for the maintenance of the facilities of the APPLICANT, nor the responsibility for any damage caused to the facilities regardless of the cause.

11. The APPLICANT will have a copy of this Agreement on the project site at all times while said work is being performed.

12. Nothing contained in this Permit Agreement, nor the issuance or receipt thereof, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the APPLICANT provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

13. The installation of the facilities and related work covered by this Agreement shall be completed within one year from the date shown on this Agreement, otherwise this Agreement becomes null and void. Once work is begun the APPLICANT shall pursue the work continuously and diligently until completion.

14. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway and all right-of-way in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to the Alabama Department of Transportation for a period of one year from acceptance by the Department of the completion of work applied for by APPLICANT.

15. The APPLICANT must provide a copy of the Notice of Registration (NOR) Received issued by ADEM upon receipt of the applicant s Notice of Registration. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOR is not required, APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

16. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA of failure to comply with applicable requirements, it shall be the responsibility of the APPLICANT to bring all BMP s into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

17. The APPLICANT stipulates that the specific use of these facilities located upon public right-of-way is SANITARY SEWERS.

APPLICANT further stipulates that should this specific use change at any time in the future that the APPLICANT will notify the STATE immediately of the change.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized, to be effective on the day and year first above stated.

WITNESS

Jefferson County

Commission

Environmental Services Department

Betty Fine Collins, President

RECOMMENDED FOR APPROVAL:

District Manager & Date

Division Engineer & Date

Alabama DEPARTMENT OF TRANSPORTATION ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR
Maintenance Engineer / Division Engineer

AGREEMENT

This Agreement entered into this _____ day of _____, 20__ by and between Jefferson County, Alabama (hereinafter referred to as Jefferson County) and Corporate Realty Management, Inc. (hereinafter referred to as Owner).

WITNESSETH

WHEREAS, Owner is required to perform emergency repairs to certain sanitary sewer facilities crossing perpendicular to U.S. Highway 11 (1st Ave. North) near the intersection with 19th Street North; and

WHEREAS, the State will not authorize Owner to perform such emergency repairs but will authorize Jefferson County to repair the same; and

WHEREAS, Owner has requested Jefferson County to enter into an Agreement with the State providing for Jefferson County to perform such repairs upon the stipulation, that the Owner would actually perform such repairs and would indemnify and hold harmless Jefferson County with respect to Owner s performance thereof.

IN CONSIDERATION OF the premises, the parties agree as follows:

1. Jefferson County shall enter into an Agreement with the State (ALDOT Agreement) providing for repair of a 6 inch gravity main sewer connecting to an existing Jefferson County sanitary sewer crossing perpendicular to U.S. Highway 11 (1st Ave. North) near the intersection with 19th Street North, which drains to the Valley Creek sewer system, copy of the ALDOT Agreement is attached hereto as Exhibit A to this Agreement.

2. Owner hereby acknowledges the satisfactory performance by Jefferson County of Paragraph 1 above. Owner shall do and perform each requirement imposed upon the Jefferson County Commission by the ALDOT Agreement (Exhibit A). Further, Owner hereby agrees to indemnify and hold harmless and defend the Jefferson County Commission, Jefferson County, Alabama, its elected officials and employees from and against any claims, suits, cost, expenses including attorneys fees, loss or damage in any way arising out of the performance or failure of performance of the ALDOT Agreement (Exhibit A) and this Agreement.

3. Owner and Jefferson County agree that this Agreement shall be automatically amended to include any amendment made to the ALDOT Agreement (Exhibit A).

4. The term of this Agreement shall continue so long as any obligation of any nature whatsoever of Jefferson County exists by reason of the the ALDOT Agreement (Exhibit A).

5. In the event that the State of Alabama through the State DOT requires the County to maintain, repair or otherwise service any 4

or 6 inch service line installed within State road right of way, the owner agrees to reimburse the County for the cost of any such work performed for the benefit of said owner.

IN WITNESS WHEREOF, the parties here to have executed this Agreement by their duly authorized officers this _____ day of _____, 20__.

Corporate Realty Management, Inc.

Thomas J. Perri - Owner

Jefferson County Commission

Bettye Fine Collins, President

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

Mar-20-2007-365

WHEREAS, Jefferson County and the City of Birmingham and University of Alabama Health Services Foundation and the UAB Department of Psychiatry are parties to an INTER-COOPERATION AGREEMENT FOR CARE OF THE MENTALLY ILL with Agreement A providing for hospitalization at UAH and Agreement B providing professional services, and

WHEREAS, the parties wish to extend the term for an additional term from October 1, 2006, through September 30, 2007, and amend the payment provision by the City and the County to UAH.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute on behalf of the County an amendment to the INTER-COOPERATION AGREEMENT FOR THE CARE OF THE MENTALLY ILL Hospital Services Agreement A changing the daily rate for each patient hospitalized at UAH under the Agreement to the sum of \$325.00 and divided with Birmingham paying \$87.75 per patient day and the County paying \$237.25 per patient day.

Be it further resolved that the President is authorized to execute on behalf of the County an amendment to the INTER-COOPERATION AGREEMENT FOR THE CARE OF THE MENTALLY ILL Professional Services Agreement B to extend the term for an additional term from October 1, 2006 through September 30, 2007.

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

Mar-20-2007-366

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following equipment be declared surplus and removed from fixes assets.

Disposals

Finance/PACA

040700	Disposal	Projector	Stolen
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Environmental Services

970788	Disposal	Two-way Portable Radio	Lost
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Family Court

001605	Disposal	Sharp Copier	Salvage	Parts
001606	Disposal	Sharp Copier	Salvage	Parts
010138	Disposal	Sharp Copier	Salvage	Parts

Revenue

000561	Disposal	Royal Copystar 3010	Auction
960570	Disposal	Kodak 990D Scanner	Auction

Environmental Services

981308	Disposal	Still MP3A	Transfer to 7302
Land Development			
702771	Disposal	CTXUltra Screen	Auction
705077	Disposal	Compaq Prosigna Desktop	Auction
705078	Disposal	Compaq Prosigna Desktop	Auction
705081	Disposal	Compaq Prosigna Desktop	Auction
705082	Disposal	Compaq Prosigna Desktop	Auction
705083	Disposal	Compaq Prosigna Desktop	Auction
705089	Disposal	Compaq 5910 Monitor	Auction
705090	Disposal	Compaq 5910 Monitor	Auction
705092	Disposal	Compaq 5910 Monitor	Auction
705093	Disposal	Compaq 5910 Monitor	Auction
705101	Disposal	Compaq 5910 Monitor	Auction
710153	Disposal	Dell Monitor	Auction
710157	Disposal	Dell Monitor	Auction
710163	Disposal	Dell Monitor	Auction
710169	Disposal	Dell Monitor	Auction
710173	Disposal	Dell Monitor	Auction
710175	Disposal	Dell Monitor	Auction
710177	Disposal	Dell Monitor	Auction
704704	Disposal	HP ScanJet 6200C	Auction
733055	Disposal	Dell Monitor	Auction

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

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

Mar-20-2007-367

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to approve the contract award for arbitrage rebate services to Arbitrage Compliance Specialist, Inc. in the amount of \$3,350.00.

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

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

Mar-20-2007-368

BE IT RESOLVED by the Jefferson County Commission that the Director of Revenue is hereby authorized to destroy all seized liquor bottles with broken seals on hand as of March 30, 2007 which have been seized pursuant to authority conferred by Act 1965388. Destruction of said seized liquor with broken seals shall take place at the Mount Olive Landfill on March 30, 2007 at approximately 10:00 A.M. and shall be witnessed by two or more individuals.

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

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

Mar-20-2007-369

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a grant application to The Community Foundation of Greater Birmingham in the amount of \$25,725 to be used for the expansion of the Teen Court Program into the Bessemer Division of Family Court.

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

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

Mar-20-2007-370

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: March 13, 2007

Purpose: Payment for acquired right-of-way, 0.185 acres (more or less)

Project No. STPBH-7165(001) Tract #5 of Mt. Olive Road #248 (Fieldstown to West Main Street)

Jim Henderson Agent

Price: \$46,200.00

Pay to the order of: ChristWay Church of God

Mailing Address: P.O. Box 888

Gardendale, AL 35071

Fund #22 0000 52503 0000 70071

Check Delivery Code 5000

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

Mar-20-2007-371

A RESOLUTION AUTHORIZING AN INCREASE IN THE COUNTY FLEET BY PROVIDING AN ADDITIONAL UNIT FOR USE BY THE DEPARTMENT OF ECONOMIC DEVELOPMENT

WHEREAS, the Jefferson County Commission supports the need for the Jefferson County Department of Economic Development within Jefferson County, and

WHEREAS, the Jefferson County Economic Development Department has one car and is requesting that another car be added to their Department to be used by the Department Head.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the fleet of the Economic Development Department be increased by the requested one unit to two units and the Fleet Manager be and hereby is authorized to include one more unit as part of that department's fleet.

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

COOPER GREEN MERCY HOSPITAL GOVERNING BODY

Mar-20-2007-372

WHERE AS the Cooper Green Mercy Hospital (CGH) was providing Inmate Services to the Jefferson County Jail and the Jefferson County Sheriff has terminated Cooper Green Mercy Hospital as the provider of Inmate Healthcare Services to the Jefferson County Jail effective 2-16-07; and\

WHERE AS the Cooper Green Mercy Hospital by an approved Jefferson County Commission resolution, (dated 01-02-07, Minute Book 152; Page 476) had received \$1,000,000 of Budget Funds for the second quarter (01-01-07 through 3-31-07) of Fiscal Year 2007.

BE IT RESOLVED by The Jefferson County Commission that Cooper Green Mercy Hospital will return the unearned Budgeted

Funds for Inmate Services to the Jefferson County Jail in the amount of \$166,666.70. This amount is for the period from 21707 through 22807.

BE IT RESOLVED that the Director of Budget Management of Jefferson County is hereby authorized and directed to move Budget Funds to Jefferson County (Fund 1) for the Jefferson County Jail inmate services and from Cooper Green Mercy Hospital (Fund 31) in an amount equal to 1/2 of February's budget for FY 2007 totaling \$166,666.70.

BE IT RESOLVED that the Finance Director of Jefferson County is hereby authorized and directed to transfer funds by journal entry equal to 1/2 of said February budget (\$333,333.33) to Jefferson County (Fund 1) from Cooper Green Mercy Hospital (Fund 31) in an amount equal to 1/2 of February's budget for FY 2007 totaling \$166,666.70.

APPROVED BY:

SIGNED:

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

Mar-20-2007-373

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

Tim W. Graham

Elizabeth S. Robertson

Charles M. Woods

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

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

Mar-20-2007-374

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the case styled Zepporah Little v. Jefferson County Alabama, et al., Civil Action No. CV 06-821, in the amount of One Hundred Thousand and no/100 Dollars (\$100,000.00). Be it further resolved by the Jefferson County Commission that the Finance Director is hereby directed to issue a check in the amount of \$100,000.00 made payable to "Zepporah Little in her individual and representative capacities and Barry Walker, Attorney" and forward to the County Attorney for disbursement.

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

Mar-20-2007-375

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized and directed to terminate the garbage collection contract between Jefferson County and T. H. Sanitation, Inc., effective March 31, 2007.

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

Mar-20-2007-376

Whereas, it is the policy of the Jefferson County Commission to honor the memory of our beloved citizens and to memorialize achievements of those individuals who impacted our community for the better; and

Whereas, William Paul Glass, Sr. was born on December 10, 1936 in Birmingham, Alabama and was raised in the Irondale area having attended Woodlawn High School; and

Whereas, Paul Glass, Sr. was a court reporter for more than 50 years and began National Court Reporting Service in 1972, one of the most successful court reporting services in Alabama; and

Whereas, Paul Glass, Sr. had a great love of the legal community that he served, and it brought great fulfillment and joy throughout his life; and

Whereas, Paul Glass, Sr. was an active member of the community and a member of Brookwood Baptist Church; and

Whereas, Paul Glass, Sr. was a great friend and caring man, whose love, laughter, devotion, and kindness will be missed by all who knew him; and

Whereas, Paul Glass, Sr. was a loving father and grandfather who was proud of his family and grateful for his friends.

Now, therefore, be it resolved that the Jefferson County Commission does hereby, remember the outstanding life of Mr. William Paul Glass, Sr. and extends his family its sympathy in the loss of their loved one.

Adopted by the Jefferson County Commission in Birmingham, Alabama, a copy of this resolution is spread upon the minutes of the Jefferson County Commission on this the 16th day of March, 2007. (Approved by the Commission on March 20, 2007)

Bettye Fine Collins, President

Jim Carns, Commissioner

Bobby Humphryes, Commissioner

Larry P. Langford, Commissioner

Shelia Smoot, Commissioner

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

Mar-20-2007-377

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the non-departmental agreement with The Alabama Negro League Foundation in the amount of \$50,000.00 is hereby approved upon the conditions that Finance Department requirements for eligibility for non-departmental funds are fulfilled and upon satisfactory legal review.

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

The check issued during the week beginning March 12, 2007, and ending March 16, 2007, are as follows:

BEGINNING CHECK NUMBER 388453

ENDING CHECK NUMBER 388853

Commissioner Collins stated that the meeting of the Jefferson County Commission would recess for five minutes to be reconvened at 11:00 o'clock a.m.

At 11:00 a.m. the Commission reconvened with the following members present:

District 1 Larry Langford

District 2 Shelia Smoot

District 3 Bobby Humphryes

District 4 Bettye Fine Collins

A quorum being present the President stated that the next order of business was to hear petitions for rezoning of certain properties in Jefferson County:

Mar-20-2007-378

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

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

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

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

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

Z-2007-004 Kevin L. Coleman, owner. Change of zoning on Parcel ID# 19-25-0-0-1 in Section 25 Twp 17 Range 6 West from I-3 (Industrial) to A-1 (Agriculture) for a single family residence (mobile home). (Site Only: 8140 Alliance-Short Creek Road, Mulga, AL 35118) (ALLIANCE) (40 Acres M/L)

Motion was made by Commissioner Humphyres seconded by Commissioner Langford that Z-07-004 be approved. Voting "Aye" Humphyres, Langford, Collins and Smoot.

Z-2007-006 Bruce McCormick, owner. Change of zoning on Parcel ID# 9-31-2-5-9 in Section 31 Twp 15 Range 1 West from INSTITUTIONAL-1 to C-1 (Commercial) for a karate school (compliance) and future commercial uses in an existing building. (Case Only: 4250 Main Street, Pinson, AL 35126) (PINSON) (1.0 Acres M/L)

Motion was made by Commissioner Langford seconded by Commissioner Humphyres that Z-07-006 be approved. Voting "Aye" Langford, Humphyres, Collins and Smoot.

A stormwater presentation by Frank Humber, Director of Land Development and Wayne Sullivan, Director of Roads & Transportation was held following the rezoning hearing.

Mar-20-2007-379

Whereas, it is with the most profound sorrow and deep sense of loss that word was received of the untimely death of Mr. Chad Edward Espy on March 19, 2007; and

Whereas, Chad Edward Espy was born to Chuck and Patsy Espy on July twenty-sixth, Nineteen Hundred and Ninety.

Whereas, Chad Espy was an active and well known member in his community. Chad was a devoted member of Liberty Baptist Church, in Alliance.

Whereas, Chad Espy was a beloved resident of Alliance/Oak Grove for all of his life and, throughout his lifetime, he exhibited, both by word and deed, a fervent interest in life, with his family and others, and through his endeavors he exerted a profound influence on all of their lives; and

Whereas, Chad Espy was a junior at Oak Grove High School. He played Third-Base for the Baseball Team. He was their football manager for seven years, and served on the basketball staff for 2006-2007 season; and

Whereas, left to cherish the memory of Mr. Chad Edward Espy are his loving parents, Chuck and Patsy Espy, one brother Derrick Espy; aunts, Patricia Merritt, Barbara McCarty, Doris Pate, Shirley (Clarence) Chapin, June (Billy) Hubbard, Jackie (Sonny) Reed, Wanda (Possie) Salter, Sue (Roger) Wind and uncle, Randy (Faye) Glaze, numerous cousins, friends, schoolmates, teachers and staff at both Oak Grove High School and Oak Grove Elementary.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission in Birmingham, Alabama that even as we mourn his death, we give thanks for the blessing of Chad Edward Espy's life and extend deepest sympathy to his family, for whom a copy of this resolution is provided with our sincere condolence.

ADOPTED by the Jefferson County Commission in Birmingham, Alabama, a copy of this resolution is spread upon the minutes of the Jefferson County Commission on this the 20th day of March, 2007.

Bettye Fine Collins, President

Jim Carns, Commissioner

Bobby Humphries, Commissioner

Larry Langford, Commissioner

Shelia Smoot, Commissioner

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

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

President

ATTEST

Minute Clerk