

STATE OF ALABAMA)

JEFFERSON COUNTY) May 22, 2007

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

District 1 Larry Langford

District 3 Bobby Humphryes

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Carns seconded by Commissioner Humphryes that the Minutes of May 15, 2007, be approved. Voting "Aye" Carns, Humphryes, Collins and Langford.

May-22-2007-637

Whereas, Captain Billy A. Gafford, Jr. grew up in Pratt City, Alabama and attended Glenn Vocational where we became a draftsman worked as a structural steel detailer for over 30 years until September, 2001; and

Whereas, Captain Gafford dedicated himself to becoming a firefighter and EMT/Paramedic graduating from Birmingham s Firefighter Rookie School in June 1984; and

Whereas, Captain Gafford served Birmingham Fire and Rescue for 23 years and had his Haz-Mat certification, EMT and Paramedic certifications; and

Whereas, Captain Gafford donated his spare time with the Shady Grove Volunteer Fire Department, serving as Chief from 1989-1991; and

Whereas, Captain Gafford recently graduated from the Magic City Clown School where Grampy earned his certification to volunteer his time to make others laugh at Birmingham hospitals; and

Whereas, Captain Billy A. Gafford, Jr. lost his life in the line of duty on Wednesday, April 25, 2007.

Now, therefore, be it resolved, that the Jefferson County Commission hereby expresses its deepest gratitude and appreciation to Captain Billy A. Gafford, Jr. for his dedication to the citizens of Jefferson County and expresses its condolences to the Gafford family.

Adopted by the Jefferson County Commission in Birmingham, Alabama on this the 22nd day of May, Two Thousand and Seven.

Bettye Fine Collins, President

Jim Carns, Commissioner

Bobby Humphryes, Commissioner

Larry Langford, Commissioner

Sheila Smoot, Commissioner

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

STAFF DEVELOPMENT

Multiple Staff Development

Cooper Green Mercy Hospital/8 Participants

Shannon Smith	Bessemer, Alabama	\$125.00
Leola Savage	Advance Cardiac Life Support Provider Course	\$125.00
Lauren Thompson	May 17-18, 2007	\$125.00
Erma Snyder		\$125.00
Sam Intrboona		\$125.00

Marion Albright			\$125.00
Valaria Lockett			\$125.00
Cheryl Blackmon			\$125.00
Emergency Management Agency/2 Participants			
Allen Knipher		Biloxi, Mississippi	\$514.84
Duan King		Alabama - Mississippi Hurricane Workshop June 26-29, 2007	\$514.84
Emergency Management Agency/2 Participants			
Michael Harter		Emmitsburg, Maryland	\$165.00
Jonathan Acton		E910: IEMC Earthquake Preparedness July 15-20, 2007	\$165.00
Emergency Management Agency/2 Participants			
Michael Harter		Alexandria, Virginia	\$1,533.40
Daun King		2007 National Conference on Community Preparedness June 10-13, 2007	\$1,294.23
Revenue/2 Participants			
Eddie Woodis		Chicago, Illinois & Columbus, Ohio	\$2,622.04
Charles Bell		Audit Cardinal Health July 8-21, 2007	\$1,782.29
Sheriff's Department/3 Participants			
Douglas Duane Corder		Orlando, Florida	\$581.00
Gregory Reeves		National Assn. of School Resource Officers Safe School July 22-28, 2007	\$1,284.15
David Thompson			\$934.15
Individual Staff Development			
Renee Carter	Commission	Las Vegas, Nevada	\$1,829.18
		International Council of Shopping Centers - Economic Development Conference May 20-23, 2007	
Marilyn Shepard	BMO	Orange Beach, Alabama	\$1,167.66
		GFOAA Conference June 19-22, 2007	
Cynthia Daniels	Comm Dev	Birmingham, Alabama	\$135.00
		Annual meeting - Alabama Society of Certified Public Accountants June 7, 2007	
Robert Brissie, MD	Coroner/Medical Examiner	Montgomery, Alabama	\$559.36
		Alabama Sheriff's Assn. 2007 Summer Training Conference July 15-17, 2007	
Sheryl O. Price	CGMH	Point Clear, Alabama	\$300.46
		Alabama Society of Health-Systems Pharmacist Summer Meeting June 4-6, 2007	
Heather Hogue	CGMH	Atlanta, Georgia	\$125.55
		Per Se Technologies Users Meeting October 18, 2006	
Sandral Hullett	CGMH	Boston, MA	\$1,272.00
		2007 National Assn. of Public Hospitals & Health Systems June 26-30, 2007	
Sandral Hullett	CGMH	Washington, D.C.	\$852.30
		ALAHA/AHA Annual Meeting May 7-8, 2007	
Allen Kniphfer	EMA	San Antonio, Texas	\$2,025.43
		ESI 3 rd Annual WEBEOC Users Conference May 28 - June 1, 2007	
Mercy Ileri	HR	Birmingham, Alabama	\$1,369.00
		Council on Education in Management for CAIAP - Advanced Certificate in Human Resource Management September 19-21, 2007	
Loyd Garvitt	IT	Atlanta, Georgia	\$3,938.65
		SAP - BI Enterprise Data Warehousing 7.0 August 12-17, 2007	
Raju Patel	IT	Atlanta, Geogia	\$3,948.77

SAP - BI Enterprise Data Warehousing 7.0
June 17-22, 2007

Bruce Thompson	Revenue	Dallas, Texas Audit Cover to Cover, Inc. & Westwood Contractors, Inc. June 9-16, 2007	\$1,703.00
Charles Bell	Revenue	Oklahoma City, OK - Dallas, TX - New Orleans, LA - Philadelphia, PA Audit Cooper Medical Buildings, Chemsearch, Fossil Partners, LP, Burk-Kleinpeter & Sonic Industries June 1-15, 2007	\$2,824.88
Bruce Thompson	Revenue	Auburn, Alabama Attend continuing education program for CRE June 28-29, 2007	\$468.75

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

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. PACA MEMBERS FROM BEST BUY, BIRMINGHAM, AL, FOR DVDR/VCR COMBO. REFERENCE BID# 229-07
\$94,074.00 TOTAL
2. JEFFERSON HEALTH SYSTEMS FROM TELECOMMUNICATIONS FUND, MONTGOMERY, AL, TO ADD FUNDS TO P.O. 219220. REFERENCE TAG# 569931 \$4,000.00 TOTAL
3. SHERIFF'S DEPT. BIRMINGHAM FROM SOFTWARE HOUSE INTERNATIONAL, SOMERSET, NJ, FOR SOFTWARE LICENSES/EXCHANGE STANDARD CLIENT ACCESS 2007. REFERENCE TAG# 816467 \$15,337.30 TOTAL
STATE OF ALABAMA CONTRACT# T-040
4. PERSONNEL BOARD OF JEFFERSON COUNTY FROM VANZETTA PENN MCPHERSON, MONTGOMERY, AL, TO CHANGE ORDER TO ADD FUNDS TO EXISTING P.O. 269995 FOR SPECIAL HEARING OFFICER SERVICES TO BE RENDERED TO THE PERSONNEL BOARD IN THE CASE OF THE PERSONNEL BOARD VS. NUMEROUS INDIVIDUALS FOR VIOLATION RULE 22 OF THE PBJC'S ENABLING ACT. REFERENCE TAG# 812094
\$20,000.00 TOTAL
"FOR INFORMATION ONLY"
5. COOPER GREEN HOSPITALCENTRAL OPERATIONS FROM OWENS & MINOR, PELHAM, AL, FOR EQUIPMENT & FURNISHINGS FOR JEFFERSON COUNTY METRO CARE. REFERENCE TAG# 802231, 802233, 816304, 816305, 816307, 816344, 816348, 816349, 816350, 816351, 816353, 816356, 816358, 816437, 816439, 816440, 816441, 816462, 816464, 816478, 816481 & 816484. REFERENCE BID# 219-07 \$29,211.60TOTAL
6. GENERAL SERVICES - PRINT SHOP FROM BIRMINGHAM COMPUTER PRODUCTS, INC., BIRMINGHAM, AL, FOR THERMOGRAVED BUSINESS CARDS. REFERENCE BID# 260-06 \$7,500.00 TOTAL PURCHASE COMMITMENT# 1043
7. SHERIFF'S DEPTS., YOUTH DETENTION, JRHC, COOPER GREEN HOSPITAL FROM BARBER DAIRY, BIRMINGHAM, AL, FOR MILK & RELATED PRODUCTS. REFERENCE BID# 23206 \$85,000.00
TOTAL
PURCHASE COMMITMENT# 1284, 1285, 1286, 1287 & 1288
8. SHERIFF'S DEPTS., YOUTH DETENTION, JRHC, AND COOPER GREEN HOSPITAL FROM SYSCO FOODS OF CENTRAL ALABAMA, CALERA, AL, FOR DIETARY DISPOSABLES. REFERENCE BID# 22505
\$30,000.00 TOTAL
PURCHASE COMMITMENT# 1164, 1165, 1166, 1167 & 1168

9. SHERIFF'S DEPTS., YOUTH DETENTION, JRHC, COOPER GREEN HOSPITAL FROM FLOWERS BAKING COMPANY OF BIRMINGHAM, BIRMINGHAM, AL, FOR BREAD/ROLLS. REFERENCE BID# 201-05 \$70,000.00 TOTAL
PURCHASE COMMITMENT# 1149, 1150, 1151, 1152 & 1153
10. COOPER GREEN MERCY HOSPITAL (CENTRAL SUPPLY) FROM GAYMAR INDUSTRIES, ORCHARD PARK, NY, FOR MATTRESS/BED/EQUIPMENT RENTAL REFERENCE TAG# 741616 \$20,000.00 TOTAL
REFERENCE BID# 318-05
11. ENVIRONMENTAL SERVICES FROM FISHER SCIENTIFIC, INC., HANOVER PARKER, IL, FOR LABORATORY SUPPLIES - BARTON LAB. REFERENCE BID# 33406 \$15,000.00 TOTAL
12. SHERIFF'S DEPARTMENT FROM CHARLIE WALDREP, BIRMINGHAM, AL, TO CHANGE ORDER TO ADD FUNDS TO EXISTING P.O. 263286 FOR CONTRACTOR TO PROVIDE LEGAL SERVICE REPRESENTATION 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.
13. PERSONNEL BOARD OF JEFFERSON COUNTY FROM DELORES R. BOYD, ESQ., MONTGOMERY, AL, TO CHANGE ORDER TO ADD FUNDS TO EXISTING P.O. 260778 FOR CONTRACTOR TO PROVIDE THE SERVICES OF A SPECIAL HEARING OFFICER IN THE CASE OF THE BOARD VS. ARIZONA WINBORN, JR. REFERENCE TAG# 810333 \$40,000.00 TOTAL "FOR INFORMATION ONLY"
14. LAND DEVELOPMENT FROM DELL MARKETING LP, ATLANTA, GA, TO REPLACE 5 EXISTING COMPUTERS WITH OPTIPLEX MINI-TOWER COMPUTERS. REFERENCE TAG# 815664 \$9,155.65 TOTAL REFERENCE BID# 81-07
15. LAND DEVELOPMENT FROM TECH DEPOT, TRUMBALL, CT, TO REPLACE EXISTING MACHINE WITH A HP DESIGNJET 4500PSLARGEFORMAT PRINTER COLOR INKJET. REFERENCE TAG# 815516 \$14,595.47 TOTAL
REFERENCE BID# 222-06
16. JEFFERSON REHABILITATION & HEALTH CENTER FROM ALL AROUND TEMPS, BIRMINGHAM, AL, TO CHANGE ORDER TO ADD FUNDS TO EXISTING P.O. 264650 FOR CONTRACTOR TO PROVIDE TEMPORARY STAFFING PERSONNEL ON AN EMERGENCY AS NEEDED BASIS. REFERENCE TAG# 741613 \$50,000.00 TOTAL
CONTRACT APPROVED BY THE COMMISSION ON 1/9/07 AND RECORDED IN MINUTE BOOK 152 AT PAGES 516-517.
17. JEFFERSON REHABILITATION & HEALTH CENTER FROM THE ROSE GROUP, BIRMINGHAM, AL, TO CHANGE ORDER TO ADD FUNDS TO EXISTING P.O. 265176 FOR CONTRACTOR TO PROVIDE TEMPORARY NURSING PERSONNEL TO PROVIDE DIRECT PATIENT CARE TO THE RESIDENTS OF THE JRHC. REFERENCE TAG# 742636 \$45,000.00 TOTAL
CONTACT APPROVED BY THE COMMISSION ON 1/9/07 AND RECORDED IN MINUTE BOOK 152 AT PAGES 507-508.
18. JEFFERSON REHABILITATION & HEALTH CENTER FROM PERSONA HEALTHCARE, BIRMINGHAM, AL, TO CHANGE ORDER TO ADD FUNDS TO EXISTING P.O. 265176 FOR CONTRACTOR TO PROVIDE TEMPORARY NURSING PERSONNEL TO PROVIDE DIRECT PATIENT CARE TO THE RESIDENTS OF THE JRHC. REFERENCE TAG# 742623 \$45,000.00 TOTAL
CONTRACT APPROVED BY THE COMMISSION ON 1/9/07 AND RECORDED IN MINUTE BOOK 152 AT PAGES 509-510.
19. JEFFERSON REHABILITATION & HEALTH CENTER FROM AUGMENTATION, INC., BIRMINGHAM, AL, TO CHANGE ORDER TO ADD FUNDS TO EXISTING P.O. 264645 FOR CONTRACTOR TO PROVIDE TEMPORARY NURSING PERSONNEL TO PROVIDE DIRECT PATIENT CARE TO THE RESIDENTS OF THE JRHC. REFERENCE TAG# 741426 \$175,000.00 TOTAL
CONTRACT APPROVED BY COMMISSION ON 1/9/07 AND RECORDED IN MINUTE BOOK 152 AT PAGES 512-513.
Motion was made by Commissioner Langford seconded by Commissioner Humphries that the Purchasing Minutes be approved.
Voting "Aye" Langford, Humphries, Carns and Collins.

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
May 22, 2007

Vendor Number	Vendor	Description	Department	Amount
JOINT RESPONSIBILITY				
01	0010530	THE BHAM NEWS	TAX COLLECTOR BIRMINGHAM	21558.40
02	0011196	JEFFERSON CO TREASURER	SHERIFF: BHAM ENFORCEMENT	344.00
03	0011196	JEFFERSON CO TREASURER	PROBATE COURT	174.00
04	0011196	JEFFERSON CO TREASURER	SHERIFF: BHAM ENFORCEMENT	25.50
05	0011196	JEFFERSON CO TREASURER	COUNTY ATTORNEY	82.62
06	0022930	AMERICAN JAIL ASSOCIATION	SHERIFF: BESSEMER JAIL	48.00
07	0024558	SOIL & WATER CONSERVATION	STORMWATER MANAGEMENT	80.00
08	0024558	SOIL & WATER CONSERVATION	STORMWATER MANAGEMENT	80.00
09	0037926	ANDY WOODARD	SHERIFF: BHAM ENFORCEMENT	159.17
ROADS & TRANSPORTATION				
10	0011196	JEFFERSON CO TREASURER	INSPECTION SERVICES	5.68
11	0011196	JEFFERSON CO TREASURER	R&T: HIGHWAY MAINTENANCE	520.54
12	0034924	GOV-DEALS, INC	R&T: FLEET MANAGEMENT	1605.71
13	0038700	LIFE CHANGERS CHRISTIAN	R&T: RIGHT OF WAY	4510.00
ENVIRONMENTAL SERVICES				
14	0011196	JEFFERSON CO TREASURER	ES: VILLAGE ELECTRICAL	335.87
15	0011196	JEFFERSON CO TREASURER	ES: CAHABA RIVER WWTP	950.53
16	0011196	JEFFERSON CO TREASURER	ES: TRUSSVILLE WWTP	37.99
17	0011196	JEFFERSON CO TREASURER	ES: FIVE MILE CREEK	1391.20
18	0011196	JEFFERSON CO TREASURER	ES: SANITATION ADMINISTRATION	393.79
19	0011269	ELECTION CENTER	BD OF REGISTRARS	150.00
20	0024703	SAM HOGGE	BD OF REGISTRARS	480.00
21	0027615	NORFOLK SOUTHERN CORP	ES: SANITATION ADMINISTRATION	150.00
22	0027615	NORFOLK SOUTHERN CORP	ES: SANITATION ADMINISTRATION	100.00
23	0027615	NORFOLK SOUTHERN CORP	ES: SANITATION ADMINISTRATION	100.00
24	0027615	NORFOLK SOUTHERN CORP	ES: SANITATION ADMINISTRATION	180.00
25	0027615	NORFOLK SOUTHERN CORP	ES: SANITATION ADMINISTRATION	180.00
26	0027615	NORFOLK SOUTHERN CORP	ES: SANITATION ADMINISTRATION	180.00
27	0036158	WILLIAM HAIRSTON III	ECONOMIC DEVELOPMENT	51121.00
HEALTH AND HUMAN SERVICES				
28	0011196	JEFFERSON CO TREASURER	CGH: CENTRAL OPERATION	248.00
29	0011196	JEFFERSON CO TREASURER	JEFFERSON REHAB: PATIENT ACTIVITY	485.60
30	0023455	JRHC PETTY CASH RESIDENT	JEFFERSON REHAB	194.00
31	0033004	HEALTH FORUM INC	CGH: ADMINISTRATION	49.00
32	0034589	SOUTHERN LAUNDRY REPAIR	JEFFERSON REHAB: ENVIRONMENT	182.30
33	0035927	PAULA CHAVIS	CGH: PERSONNEL	1022.00
FINANCE AND GENERAL SERVICES				
34	0010133	ALA SOCIETY OF CPAS	PAYROLL	65.00
35	0010217	MARLIN ALLEN	REVENUE	241.38
36	0011196	JEFFERSON CO TREASURER	GEN SVCS: MAINTENANCE	270.05
37	0011196	JEFFERSON CO TREASURER	REVENUE	553.24
38	0011196	JEFFERSON CO TREASURER	GEN SVCS: ADMINISTRATION	246.36
39	0011196	JEFFERSON CO TREASURER	JEFFERSON CO SENIOR CITIZENS	20.96
40	0011196	JEFFERSON CO TREASURER	GEN SVCS: ADMINISTRATION	107.94
41	0011196	JEFFERSON CO TREASURER	REVENUE	98.42
42	0011196	JEFFERSON CO TREASURER	YOUTH DETENTION	139.47
43	0011196	JEFFERSON CO TREASURER	GEN SVCS: ELECTIONS	199.33
44	0011196	JEFFERSON CO TREASURER	REVENUE	36.84
45	0015246	THRASHER BROTHERS	JEFF CO SENIOR CITIZENS	735.00
46	0016665	BRICE BUILDING CO INC	GEN SVCS: ADMINISTRATION	39101.00
47	0018398	MICHAEL HUMBER	REVENUE	164.43
48	0023668	HATCHER DESIGN	GENERAL SERVICES	715.00
49	0023668	HATCHER DESIGN	GENERAL SERVICES	340.00
50	0025300	BUILDING ENVIRONMENT	GENERAL SERVICES-2121	125.00
51	0025300	BUILDING ENVIRONMENT	GENERAL SERVICES	262.50
52	0028849	CLA ARCHITECTURE INC	GEN SVCS: ADMINISTRATION	256.45
53	0030485	DONALD R WILLIAMS	REVENUE	169.29
54	0032744	TRO/RITCHIE ORGANIZATION	GEN SVCS: ADMINISTRATION	663.37
55	0032837	AFFINITY MARKETING	JEFFERSON CO SENIOR CITIZENS	395.00
56	0033268	THE BANK OF NEW YORK	FINANCE ADMINISTRATION	1000.00
57	0033268	THE BANK OF NEW YORK	FINANCE ADMINISTRATION	58000.00
58	0033268	THE BANK OF NEW YORK	FINANCE ADMINISTRATION	1000.00
59	0033268	THE BANK OF NEW YORK	FINANCE ADMINISTRATION	8000.00
60	0038270	URS CORPORATION	FINANCE ADMINISTRATION	32040.05
61	0038699	EDGEWATER NEIGHBORHOOD	GEN SVCS: CUSTODIAL	150.00
62	0038699	EDGEWATER NEIGHBORHOOD	GEN SVCS: CUSTODIAL	167.37
63	0038706	TRAPEZE SOFTWARE GROUP	FINANCE ADMINISTRATION	10800.00
64	0038706	TRAPEZE SOFTWARE GROUP	FINANCE ADMINISTRATION	4800.00
INFORMATION TECHNOLOGY				
65	0011196	JEFFERSON CO TREASURER	INFORMATION TECHNOLOGY	113.98
66	0011196	JEFFERSON CO TREASURER	INFORMATION TECHNOLOGY	199.97
67	0011196	JEFFERSON CO TREASURER	INFORMATION TECHNOLOGY	159.98
68	0027883	HAROLD PARSONS TRAVEL	INFORMATION TECHNOLOGY	72.89

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

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

REQUEST FOR CERTIFICATION

Department of Revenue - Birmingham

Administrative Intern - 4 positions

County Attorney

Senior Administrative Intern

Community Development

Senior Accountant

Information Technology - Technical Services

Data Management Technician

Information Technology - Project Management Office

Webmaster

General Services - Security

Security Officer

General Services - County Home

Maintenance Repair Worker - 2 positions

General Services - Cooper Green Mercy Hospital

Maintenance Repair Worker

General Services - Center Point Satellite

Laborer I

Environmental Services - Village Line Maintenance

Skilled Laborer

Environmental Services - E& C - Shades Line Maintenance

Skilled Laborer

Laborer III - 3 positions

Environmental Services - Shades Line Maintenance

Skilled Laborer

Environmental Services - Package Plants & Pump Stations

Heavy Equipment Operator

Cooper Green Mercy Hospital - Nursing Administration

Nursing Technician - 4 positions

Nurse Manager

Cooper Green Mercy Hospital - Physical Therapy

Occupational Therapist

Cooper Green Mercy Hospital - Housekeeping

Housekeeping Assistant

Cooper Green Mercy Hospital - Administration

Administrative Resident

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

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION

1. Tax Assessor \$89,306.39

Shift funds from the General Fund (01) to the Capital Fund (21) to Personal Property 2121 Project and add purchasing memorandums to purchase cubicles and a copier. No Additional Funds Required.

2. Community Development - Revolving Loan Fund \$4,834,569.21

Delete rollover budgets for completed projects and for projects that must be funded in a non-revolving fund account. No Additional Funds Required.

3. Fleet Management \$23,809.01

Increase revenue and expenditures for on-line auction fees with balance to be used for rolling stock replacement. No Additional Funds Required.

4. Revenue \$0

Delete a full-time Laborer III position and add four part-time Administrative Intern (Gr. 12) positions. Annual savings \$4,457.80. No Additional Funds Required.

5. Information Technology \$0

Delete two Data Records Clerk (Gr. 12) positions and add a Data Management Technician (Gr. 19). Annual savings \$26,377.64. No Additional Funds Required.

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

Langford, Carns, Collins and Humphryes.

May-22-2007-638

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign and approve the Memorandum of Understanding between the Workforce Investment Act Program and Positive Maturity to loan us one or more volunteers for six months to help in administering tests and other duties.

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

May-22-2007-639

WHEREAS, Jefferson County has an Agreement with Greater Birmingham Habitat for Humanity for the development of affordable housing using Federal HOME funds; and

WHEREAS, a home has been developed under said Agreement and sold to Tania and Dennis W. Chisolm.

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the Commission President is authorized to sign the Loan Agreement for the above referenced homebuyer.

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

May-22-2007-640

WHEREAS, Jefferson County has an Agreement with Greater Birmingham Habitat for Humanity for the development of affordable housing using Federal HOME funds; and

WHEREAS, a home has been developed under said Agreement and sold to Latoria Spearman.

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the Commission President is authorized to sign the Loan Agreement for the above referenced homebuyer.

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

May-22-2007-641

BE IT RESOLVED by the Jefferson County Commission that the President, hereby is authorized, empowered and directed to execute Change Order Number Five (5) to the Construction Agreement for the Brighton Community Center Project (CD01-03E-W01M2-BRI), dated October 21, 2005, between Jefferson County, Alabama and Sunbelt Builders, Inc.

The purpose of Change Order Number 5 is to extend the construction period by an additional thirty (30) calendar days, remove and replace substandard soil (166 cy). The cost associated with this change order is \$3,320.00 (Three-Thousand, Three-Hundred-Twenty Dollars and 00/100) in federal funds. This project is from the Program Year 2001.

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

May-22-2007-642

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Director is authorized to transfer \$76,906.39 from the General Fund (01) to Capital Fund (21) for Personal Property 2121 Project.

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

May-22-2007-643

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the new unclassified position of Administrative Resident - Cooper Green Hospital (Class #094448, Grade 258) be created with an annual salary of \$42,000.00.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and The Salvation Army, a Georgia Corporation for Salvation Army Youth Services to provide short-term residential care for adolescents in need of emergency shelter in the amount of \$142 per juvenile referred.

CONTRACT NO. 30-07

CONTRACT

THIS AGREEMENT entered into this 1st Alabama, hereinafter called "the County", and The Salvation Army, a Georgia Corporation for Salvation Army Youth Services, hereinafter called "the Contractor". The effective date of this agreement shall be December 1, 2006.

WHEREAS, the County desires to contract for services for the Jefferson County Family Court, hereinafter called "the Family Court"; and

WHEREAS, the Contractor desires to furnish said services to the County;

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal No.30-07, dated October 25, 2006, the terms of which are included herein by reference. The Contractor shall provide short term residential care for adolescents in need of emergency shelter. Referrals will come from Family Court of Jefferson County. Referrals can be made 24 hours a day through Intake or Probation Services of Family Court. Staff will oversee the day to day activities and provide structure for the residents. A summary of the resident's placement will be completed and forwarded to Family Court, upon discharge from the agency. The profiles of the children to be served are as
 - Both male and female ages 12 - 17
 - Interstate and inter county runaways
 - Juveniles referred for domestic violence infractions that are not judged dangerous and, therefore, not appropriate for secure detention
 - Juveniles on beyond control or runaway complaints and judged to be in immediate need of intervention

While in the program the Contractor shall provide the following:

- Structured daily activities
- Basic living skills
- Case Management
- Referrals to Medical services (if needed)
- Recreation
- Counseling (as needed)

Documentation regarding the placement will be provided to Family Court. The documentation may include any behavioral problems, visits or other pertinent information regarding the placement. Recommendations will also be provided regarding followup services needed.

The adolescent will be placed in a less restrictive environment for 72 hours to assess his/her needs. The outcome expected to be achieved is: 1) Immediate assessment of the adolescent's needs. 2) Swift return home or to a less restrictive environment if home is not an option. 3) The involvement of community resources as needed.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render short term crisis intervention shelter services to the Family Court at any time after the effective date of this Contract. The completion date of all services under this Contract is November 30, 2007 with renewal each December 1 through November 30, 2009.
4. COMPENSATION: The Contractor shall be compensated for services rendered at a cost of \$142.00 per diem per juvenile referred to them by Family Court upon submission of a monthly invoice containing names of juveniles referred, name of the court officer referring, number of days in care, admission date and discharge date.
5. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.
6. NONDISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
7. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department will information required for Form 1099 reporting and other pertinent data required by law.
8. TERMINATION OF CONTRACT: This contract may be terminated by the County with a thirty (30) day written notice to the

other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the

County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

9. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

10. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.

11. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract.

Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

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

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

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

CONTRACTOR: JEFFERSON COUNTY, ALABAMA

David E. Jeffrey, Vice President Bettye Fine Collins, President

The Salvation Army Youth Services Jefferson County Commission

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

May-22-2007-645

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and The Salvation Army, a Georgia Corporation for Salvation Army Youth Services to provide day treatment services to adolescents who exhibit truancy or other beyond control behavior in the amount of \$180,000.

CONTRACT NO. 29-07

JEFFERSON COUNTY)

THIS AGREEMENT entered into this 1st Alabama, hereinafter called "the Contractor". The effective date of this agreement shall be December 1, 2006.

WHEREAS, the County desires to contract for services for the Jefferson County Family Court, hereinafter called "the Family Court"; and

WHEREAS, the Contractor desires to furnish said services to the County;

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.

2. **SCOPE OF SERVICES:** This Contract results from Jefferson County's Request for Proposal No. 29-07, dated October 25, 2006, the terms of which are included herein by reference. The Contractor shall provide day treatment services for adolescents referred by the Family Court who are exhibiting truancy or other "beyond control" behavior. The client profile will be as follows:

- Juveniles between the ages of 12 -17
- Culturally diverse
- In need of academic remediation and/or have significant problems in an academic setting
- Possibly identified as Special Ed
- Court ordered to participate in the program
- Juveniles could be referred on charges ranging from status offenses (runaway, beyond control, truancy) to misdemeanor type delinquent charges

I. **PROGRAM GOALS**

- Increase school attendance and punctuality
- Improve academic performance
- Learn and follow school and class rules
- Improve interaction with teachers and administrators
- Improve peer interaction skills
- Increase self-esteem
- Decrease suspensions
- Decrease probability of school dropout build employability and independent living skills

II. **PROGRAM OUTLINE**

Referrals are made by Probation Officers of Jefferson County Family Court. The program would operate on school days from 7:30 A.M. to 3:30 P.M. The Birmingham City School calendar is used for attendance dates. The length of the program would be individualized (a minimum of one semester). The Contractor would also have a Summer Enrichment program to continue with structure and remediation during the summer months.

III. **SERVICES**

- Education (State Certified Teacher)
- Individualized instruction on grade level
- Academic testing (KTEA, TABE)
- Remedial Services
- Education Profile
- Recreation/Physical Education
- Field Trips
- Counseling (Master Degree Counselor)
- Behavior Modification
- Transportation
- Transitional Services

The students shall receive academic instruction in English, Science, Math, Social Studies and Physical Education. The student will utilize textbooks and computer instruction for regular studies as well as remediation. Individualized instruction and tutoring are provided to the students on their grade level.

The program encourages parental participation by hosting program (Behavior, Academic, and Therapeutic) meetings each semester to inform the parent of the student's progress. The parent is made aware of the treatment goals the student has been assigned. It is paramount for the parent to actively participate in the student's program placement. Educational success and the other goals of the program cannot be attained without active participation of the parent.

Family Counseling and Parent Education meetings are also components of the Day Treatment Program. The Counselor facilitates the Parent Education Group with the goal of making stronger the family unit.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render day treatment services to the Family Court at any time after the effective date of this Contract. The completion date of all services under this Contract is November 30, 2007 with renewal each December 1 through November 30, 2009.

4. **COMPENSATION:** The Contractor shall be compensated for services rendered at an annual cost of \$180,000.00 payable per submission of an invoice approved by the Family Court.

5. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.

6. NONDISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.

7. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department will information required for Form 1099 reporting and other pertinent data required by law.

8. TERMINATION OF CONTRACT: This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the

County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

9. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

10. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.

11. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract.

Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

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

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

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

CONTRACTOR:

David E. Jeffrey, Vice President

The Salvation Army Youth Services

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Senior Citizens Counseling Services of Alabama, Inc. to provide a full-time coordinator to provide information and assistance in administering the State Health Insurance Counseling Program for the Office of Senior Citizen Services in the amount of \$37,491 - grant funds.

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

Communication was read from Roads & Transportation recommended the following;

1. Birmingham Water Works to install 1,320' of 6" water main in Little Creek Subdivision in Rocky Ridge.
2. Alabama Gas Corporation to install 3,313' of 4" and 2" gas main in Long Leaf Lake (Phase 5) off Shades Crest Road.
3. Alabama Gas Corporation to install 1,475' of 2" gas main in Magnolia Ridge in the Oak Grove/Rock Creek area.
4. BellSouth to install 2,748' of buried cable along McClendon Chapel Road in Jamestown Subdivision.

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

May-22-2007-647

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: May 15, 2007
Purpose: Payment for acquired right-of-way:
0.28 acres (more or less) Tract No. 25 - Heflin Avenue - Topics Phase VII
Project No.: STPBH-9802(904)
Agent: Jim Miller
Price: \$4,510.00
Pay to the order of: Life Changers Christian Center
Mailing Address: 1529 Tomahawk Road
Birmingham, AL 35214

Fund #22-0000-52503-0000-70047-000

Check Delivery Code 5000

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

May-22-2007-648

WHEREAS, in accordance with Title I of Subdivision 27 of the Volume 14 Appendix to the Code of Alabama, the Jefferson County Commission did, in 1995, direct the Jefferson County Planning & Zoning Commission to prepare the Jefferson County General Land Use Plan as the first phase of developing a comprehensive master plan for the unincorporated territory of Jefferson County, Alabama, and certain incorporated territories within said County; and

WHEREAS said Planning & Zoning Commission, by successive public hearings and resolutions, did complete and duly adopt the Jefferson County General Land Use Plan for the purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the County in accordance with present and future needs and resources; and

WHEREAS said adopted General Land Use Plan identifies certain properties within the unincorporated territory of Jefferson County where the preexisting zoning of such is incompatible with the future land use prescribed by said Plan; and

WHEREAS, pursuant to the provisions of Section 4 of Act 344 of the 1947 General Acts of Alabama, the Jefferson County Commission may rezone property on its own initiative so long as the proper procedure of giving notice to all affected property owners and holding hearing is followed; and

WHEREAS the Jefferson County Commission has deemed it necessary, for the purpose of promoting the public health, safety, convenience, order, prosperity and general welfare of the County, to consider a change of zoning on specified parcels of land in order to resolve the above-described incompatibilities with the General Land Use Plan.

NOW, THEREFORE, the public welfare requiring it, the Jefferson County Commission does hereby authorize and direct the Director of the Department of Land Development to execute, in conjunction with the County's Comprehensive Planning program, a Zoning Compatibility Implementation Plan intended to resolve such incompatibilities between the General Land Use Plan and the preexisting zoning of certain properties in Jefferson County; and

BE IT FURTHER RESOLVED that this Resolution shall specifically authorize and direct the Director of the Department of Land Development to:

1. develop a new zoning district for use as an interim measure of mitigating potential land use and zoning conflicts that may arise as a result of inappropriate past zoning practices;
2. identify all properties within the zoning jurisdiction of the Jefferson County Commission that:
 - a. are presently zoned any industrial classification;
 - b. are proposed, in the County's adopted General Land Use Plan, to be developed and used for residential purposes; and,
 - c. are vacant and/or undeveloped as of the date of passage of this Resolution;
3. initiate and bring forward, acting as agent for the Jefferson County Commission, rezoning cases regarding such identified properties, and executing all related actions necessary and appropriate to the filing and hearing of such cases on behalf of the Jefferson County Commission, as may be necessary to accomplish the purpose of said Plan.

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

COOPER GREEN MERCY HOSPITAL GOVERNING BODY

May-22-2007-649

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

RE: REQUEST FOR EQUIPMENT AND/OR FURNISHINGS DISPOSAL

	SN#	MN#	Description	Bed
			HMCOO UNI CARE III	
	1	8269113402961	826 Stretcher	OR
	13	3551 B-35A40-A	Child Bearing Bed	LB
	14	3551 B-35A39-A	Child Bearing Bed	LB
	15	3551 B-3A42-A	Child Bearing Bed	LB
	16	3551 B-35A38-A	Child Bearing Bed	LB
	2	92040510	2020 Critical Care Bed	ICU
	3	92040503	2020 Critical Care Bed	ICU
	4	92040508	2020 Critical Care Bed	ICU
	5	92040506	2020 Critical Care Bed	ICU
	6	92040507	2020 Critical Care Bed	ICU

7	82040509	2020	Critical Care Bed	ICU
8	92040505	2020	Critical Care Bed	ICU
9	92040504	2020	Critical Care Bed	ICU
10	92040511	2020	Critical Care Bed	ICU
11	92040501	2020	Critical Care Bed	ICU
12	92040512	2020	Critical Care Bed	ICU

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

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

May-22-2007-650

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Cooper Green Mercy Hospital Advisory Board Minutes of February 22, 2007, and March 22, 2007, be and hereby is approved.

SUMMARY

ADVISORY BOARD MINUTES

February 22, 2007

1. In the process of developing a preventative medicine program.
2. Cooper Green Hospital was notified by the Sheriff that inmate health care services provided by the hospital at the jails will be terminated.
3. Dr. Hullett announced the hiring of Jamie Sullivan as the new Chief Operations Officer at Cooper Green Mercy Hospital.
4. Approximately 1,900 patients were enrolled in the Health First program in January.
5. More than 6,500 patients were seen in the outpatient clinics.
6. The total ER visits for January was 2,952.
7. Five RNs were hired in January.
8. The go live date for computerization of clinic medical records is March 19 and 20.
9. The Mammography Department was inspected by the State of Alabama. No significant deficiencies identified.
10. Ms. Mosley was acknowledged for her honor as the 2007 Trustee of the Year recipient by the Alabama Hospital Association.

SUMMARY

ADVISORY BOARD MINUTES

March 22, 2007

1. Focusing on specific actions/programs to target the Medicare eligible population.
2. The PBX system has been submitted for Commission approval.
3. Preparing RFP for ER physician services.
4. Administration is in the process of moving due to renovation.
5. Three RNs were hired.
6. A candidate for the Customer Services Manager has been recommended.

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

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

May-22-2007-651

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Stella Seagle, RHIT, CTR to provide Cancer Registry services in an amount not to

exceed \$5,000.

CONTRACT NO. 062-07

CONTRACT

WHEREAS, Jefferson County Commission, Alabama, d/b/a The Cooper Green Mercy Hospital (herein called "Hospital" wishes to contract for Cancer Registry Services; and Stella Seagle, RHIT, CTR, (herein called "Contractor" wishes to furnish such services to the Hospital.

NOW, THEREFORE, in consideration of the above and the below,

Parties hereto agree as follows:

A. The Contractor Shall:

1. Provide Cancer Registry Services to include abstracting and coding for all oncology Cases identified by the Hospital, and preparing same for submission to the Alabama State Cancer Registry in accordance with Act #95-275 of the Alabama Legislature and rules set forth by the Alabama State Board of Health.

2. Maintain and keep up to date the Hospital policy and procedure manual previously provided by Contractor for abstracting, coding, and reporting all oncology cases.

B. The Hospital shall pay the contractor a fee of twentyfive dollars (\$25.00) for each Case abstracted and coded up to a maximum of \$5,000.00. Payment will be made within thirty (30) days of receipt of invoice.

C. The Hospital will provide Contractor adequate space and access to a computer and software specified by the Board of Health for performance of its duties under this Contract.

D. The term of this agreement shall be for (1) one year, commencing October 1, 2007 and ending September 30, 2008. This agreement

maybe renewed by subsequent agreement of the County Commission and Contractor for two (2) consecutive one (1) year terms. This Contract may be terminated by either party by giving a (30) thirty day notice in advance. The contract will include the processing of all cases presented or requested by the Hospital for abstracting. Parties warrant that they are compliant and will remain compliant with terms of the Health Insurance Probability and Accountability Act of 1996 and will monitor employee awareness, data transmission, and data files for purposes of enforcing compliance throughout the term of the agreement.

CONFIDENTIALITY OF INFORMATION

Contractor agrees that all information accessed or gained in performance of this contract concerning Cooper Green Mercy Hospital patients will be maintained in absolute confidence and will not be released or made known to any other party or parties, except the Alabama State Cancer Registry, for any reason or purpose whatsoever.

INDEPENDENT CONTRACTOR

Nothing in this Contract will be construed to designate the Contractor as an employee, agent, joint venture or partner of the Hospital. The Contractor is an independent contract and will be licensed to do business in Jefferson County Alabama for the duration of this contract.

The Hospital will not withhold from fee or be liable for any employment taxes of federal, state, or local governments. The Contractor will provide the Hospital information necessary for the Hospital to issue appropriate federal or state reports of payments made to the Contractor.

STATEMENT OF INTERESTS

The parties hereto agree that nepotism does not exist between either the Contractor or any member of the Jefferson County Commission or the Chief Executive Officer of Cooper Green Mercy Hospital, nor are the parties here to receiving pecuniary benefits other than those identified in the Contract, and that there exists no conflict of interest or relationship between the parties hereto.

The Contractor and the Contractor's representative signature below, certifies by the execution of this Contract that no part of the funds

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

Any violation of this Contract shall constitute a breach and default of the Contract, which shall immediately refund to the County any amounts paid by the County pursuant to this Contract.

IN WITNESS WHEREFOR, the parties have hereto set their hands and seals or caused these present to be executed by their duly authorized representative this 8th day of March, 2007.

JEFFERSON COUNTY, ALABAMA

Stella Seagle, RHIT, CTR

Bette Fine Collins, President
Jefferson County Commission

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

May-22-2007-652

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that payment of court costs in the amount of Two Hundred Twenty Six (\$226.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Director of Finance is hereby directed to issue a check made payable to Linn Richards in the amount of \$226.00 and forward it to the County Attorney for disbursement.

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

May-22-2007-653

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the statutory warranty deed attached hereto as Exhibit A conveying three parcels of property to the Freshwater Land Trust.

Send Tax Notice to:
Freshwater Land Trust
Box 549071
Birmingham Southern College
900 Arkadelphia Road
Birmingham, Alabama 35254

This instrument prepared by
and record and return to:
Angie Godwin McEwen, Esq.
Johnston Barton Proctor & Rose LLP
1901 Sixth Avenue North
2900 AmSouth/Harbert Plaza
Birmingham, Alabama 35203
(205)458-9400

STATUTORY WARRANTY DEED
(INCORPORATING PROTECTIVE COVENANTS)

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

THIS STATUTORY WARRANTY DEED (INCORPORATING PROTECTIVE COVENANTS) (this "Deed") is dated as of the _ day of , 2007, by JEFFERSON COUNTY, ALABAMA, a political subdivision of The State of Alabama (the "Grantor"), in favor of the FRESHWATER LAND TRUST, an Alabama nonprofit corporation f/k/a Black Warrior-Cahaba Rivers Land Trust (the "Grantee").

Grantor is the sole owner in fee simple of certain real property located in Jefferson County, Alabama, as more particularly described in the chart attached hereto as Exhibit "A" and in the legal descriptions attached hereto as Exhibit "B", which is incorporated herein by this reference (the "Property"). Grantor acquired the Property as "Greenways Property" pursuant to the terms of the Supplemental Environmental Project (SEP) provisions of Section VIII of the Jefferson County Consent Decree (entered in the consolidated cases styled R. Allen Kipp, Jr., et al. v. Jefferson County, Case No. CV93-G-2492-S, and United States v. Jefferson County, CV94-G-2947-S, United States District Court, Northern District of Alabama, Southern Division) (the "Consent Decree") to reduce non-point source pollution loads from entering protected areas or greenways along selected portions of the Black Warrior and Cahaba Rivers and select tributaries (the "Designated Rivers") as defined in the Final Master Plan for the Greenways Project, as amended (the "Master Plan"), as well as to protect, restore, and enhance aquatic and stream corridor habitats of the Designated Rivers. (Exhibits on file in Minute Clerks office)

The Property possesses water quality and habitat values (collectively, "Conservation Values") of great importance to Grantee, the people of Jefferson County and the people of the State of Alabama. Grantor intends that the Conservation Values of the Property be preserved and maintained by permitting only those land uses on the Property that do not significantly impair or interfere with the

purposes of the SEP. The conveyance hereunder imposes on Grantee the obligation to preserve and protect the Conservation Values of the Property in perpetuity, and imposes on the Property covenants to preserve and protect the Conservation Values of the Property, which covenants shall constitute covenants running with the land, and which shall be binding upon Grantee, and its successors and assigns, in perpetuity (the "Covenants"). The Covenants are fully set forth in that certain Master Plan Covenants recorded in Book ____, Page _____, Instrument No. , with the Probate Court of Jefferson County, Alabama, which instrument is incorporated by reference herein.

The specific Conservation Values of the Property are to be further documented in an inventory of relevant features of the Property ("Baseline Documentation"), which shall be completed prior to December 9, 2007, and incorporated herein by reference and evidenced by an amendment to this Deed, and which shall consist of reports, maps, photographs, and other documentation that the Grantor and Grantee agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the Covenants imposed on Grantee pursuant to this conveyance.

The Grantee is a tax-exempt nonprofit organization and a qualified organization under Sections 501(c)(3), 509(a) and 170(h), respectively, of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Internal Revenue Code"), whose primary purpose is acquiring and maintaining protected areas in Jefferson County along selected portions of the Designated Rivers and/or their territory streams.

Therefore, Grantor, in consideration of these premises, and for other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee the Property, subject to the following:

1. Taxes and assessments for the year 2007 and subsequent years, which are not yet due and payable; and
2. All easements, encumbrances, restrictions and covenants of record.

Grantee, by its acceptance of this Deed, agrees to conserve and protect the Conservation Values of the Property, and to abide by the Covenants, which shall constitute covenants running with the land, and shall be binding upon Grantee, and its successors and assigns, in perpetuity.

TO HAVE AND TO HOLD to the Grantee and its successors and assigns forever.

The Covenants shall be specifically enforceable by the Grantor and/or the "Citizen Plaintiffs" (as defined in the Consent Decree), the United States and the Environmental Protection Agency. Should Grantor, the Citizen Plaintiffs, the United States and the Environmental Protection Agency collectively determine that there has been a material default by Grantee in its obligation to protect the Conservation Values of the Property, or that there has been a material violation of the Covenants, Grantor shall have the right of reentry onto and possession of the Property, and title to the Property shall revert to Grantor. Pursuant to the SEP provisions of the Consent Decree, Grantor retains certain responsibilities for the ongoing operation and maintenance of the Property (the "O&M Obligations"). In the event that the Grantor shall receive a release of its O&M Obligations upon a final settlement under the Consent Decree, the reverter clause contained in this paragraph shall terminate and be of no further force or effect.

Pursuant to Section 8.2.5 of the Master Plan and the Memorandum of Agreement between Grantor and Grantee dated as of December 9, 2006 (the "MOA"), a copy of which is attached hereto as Exhibit "C" and incorporated herein by reference, Grantee shall be entitled to have the Covenants released with respect to any portion of the Property that lies outside the maximum Greenways buffer area identified in the Master Plan for the purposes described in Paragraph 4 of the MOA and the Designated Fund Agreement with The Community Foundation of Greater Birmingham (the "Fund Agreement"), a copy of which is attached hereto as Exhibit "D" and incorporated herein by reference. Such releases may be effected by recording an amendment to this Deed that identifies such portion of the Property, which amendment shall be executed by Grantee and by Grantor or another party entitled to enforce the Covenants. Following the execution and recording of an amendment to the Deed to effect the release of a parcel of the Property from the Covenants as herein provided, Grantee may elect to sell or exchange such parcel and reinvest the proceeds for Greenways Project purposes as contemplated by Paragraph 4 of the MOA, the Fund

Agreement, and Section 8.2.5 of the Master Plan, and in that event the sale or exchange of such parcel of the Property shall be made by Grantee free and clear of the Covenants and any purchaser or grantee of such parcel shall be entitled to rely solely on the amendment to this Deed effecting the release of the Covenants to affirmatively establish that the Covenants have been released and that the parcel is conveyed free and clear of the Covenants.

Any and all warranties contained or implied herein are expressly limited to acts done or suffered by Grantor.

IN WITNESS WHEREOF, the undersigned representative of Grantor has hereunto set his/her hand and seal as of the 22 day of May, 2007.

GRANTOR:

JEFFERSON COUNTY, ALABAMA

By: Bettye Fine Collins

Title: President, County Commission

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

May-22-2007-654

WHEREAS, House Bill 594, by Representative Payne, would require the Jefferson County Commission to pay the compensation cost in the Jefferson County Sheriff's Department for an additional public information officer at approximately \$99,048 per year; and an additional confidential secretary with the compensation to be set by the Sheriff and estimated to be \$65,031 per year; and an additional pistol permit investigator with the compensation set by the Sheriff and estimated to be \$55,646 per year; and which individuals are asserted by the Sheriff to be State of Alabama employees and not County employees; and

WHEREAS, all the compensation and benefits required by said bill would have to be funded from the proceeds of the Jefferson County occupational tax and the validity of said tax has now been challenged in court.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the source of funds from which to pay the unfunded mandate of House Bill 594 may be abolished and members of the Legislature of Alabama are hereby urged to oppose said bill and prevent its enactment into law.

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

May-22-2007-655

WHEREAS, House Bill 623, by Representative Rogers, would require the Jefferson County Commission to pay an average 25.7% increase in compensation to every deputy, sergeant, lieutenant, captain or deputy chief in the Jefferson County Sheriff's Department for a total additional annual cost of approximately \$9,000,000, and which individuals are asserted by the Sheriff to be State of Alabama employees, not County employees; and

WHEREAS, all the compensation and benefits required by said bill would have to be funded from the proceeds of the Jefferson County occupational tax and the validity of said tax has now been challenged in court.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the source of funds from which to pay the unfunded mandate of House Bill 623 may be abolished and members of the Legislature of Alabama are hereby urged to oppose said bill and prevent its enactment into law.

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

May-22-2007-656

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and Alabama Vietnam Veterans Foundation - Chapter 416. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Alabama Vietnam Veterans Foundation - Chapter 416 (hereinafter called the "Contractee").

W I T N E S S E T H:

WHEREAS, the County desires to develop and promote County resources; and

WHEREAS, the County recognizes that foundations that provide in-depth knowledge of Alabama History and the Vietnam

Budget Amendment

Roads & Transportation \$0

Delete an Executive Assistant (Gr. 22) and add three Administrative Interns (Gr. 12). Annual savings \$16,543.80. No Additional Funds Required.

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

Request for Certification

Roads & Transportation - Administration

Administrative Intern - 2 positions

Roads & Transportation - Highway Engineering

Administrative Intern

Motion was made by Commissioner Humphryes seconded by Commissioner Langford that the above Request for Certification be approved. Voting "Aye" Humphryes, Langford, Carns and Collins.

May-22-2007-657

WHEREAS, Jefferson County and eighteen (18) of the towns and cities located in Jefferson County, Alabama, as well as the Jefferson County Health Department, are Appointing Authorities under the jurisdiction of the Jefferson County Personnel Board and the civil service system administered thereby; and

WHEREAS, the employees of Jefferson County and of each Appointing Authority are their most valued resource; and

WHEREAS, the Personnel Board is responsible for administering the civil service system in Jefferson County, Alabama for the benefit of all Appointing Authorities, including recruiting and assessing candidates for employment, creating hiring registers, and for referring qualified candidates to the Appointing Authorities within the civil service system; and

WHEREAS, for many years the Personnel Board has been unable to meet its responsibilities under its Federal Consent Decree and thereby provide adequate service to the Appointing Authorities subject to the Personnel Board's jurisdiction; and

WHEREAS, the Jefferson County Commission and the other Appointing Authorities in the civil service system are directly responsible to their citizenry for basic governmental functions involving public health, safety, morals and general welfare, but have only limited input to the policies, procedures and fiscal management of the existing civil service system; and

WHEREAS, if enacted, House Bill 818 would vest oversight of the civil service system in the Appointing Authorities and classified employees thereby establishing accountability heretofore nonexistent to those persons directly affected by it; and

WHEREAS, if enacted, House Bill 818 would protect the rights of employees in the civil service system by establishing an independent appeals panel for employees aggrieved by adverse employment action.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the legislative delegation of Jefferson County, Alabama, be, and it hereby is, urged to enact House Bill 818 for the benefit of Jefferson County, Alabama and its citizenry at the earliest practicable date.

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

Langford, Carns, Collins and Humphryes.

Staff Development

Derrick Williams	Jeff Rehab & Health Center	Cleveland, Ohio	\$551.42
		Site visit: The Village at St. Edwards/ Autumn Hills Care Center/dining systems May 27-29, 2007	

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

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 3 Bobby Humphries

District 5 Jim Carns

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

May-22-2007-658

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

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

Motion was made by Commissioner Langford seconded by Commissioner Humphries that Z-07-009 be approved subject to filing of covenants. Voting "Aye" Langford, Humphries and Carns.

Z-2007-015 James L. Kelly, owner; James R. Kelly, Executive of Estate; Todd Paden, agent. Change of Parcel ID # s 43-3-4-0-4 and 43-10-1-0-1 in Sections 3 and 10 Twp 20 Range 5 West from A-1 (Agriculture) to I-1 (Light Industrial) for recreational vehicle and boat storage in conjunction with mini-warehouses. (Site Only: 6017 McAshan Drive, McCalla, AL 35111) (BESSEMER) (3 Acres M/L)

RESTRICTIVE COVENANTS: 1. The property shall be used for mini-warehouses only. 2. There shall be no outside or open storage of any kind on the property. 3. The developer shall provide roadway/driveway improvements in accord with all recommendations from the Department of Roads and Transportation. 4. The property shall be developed in accordance with a site development plan to be approved by the Director of Land Development, that includes a privacy fence and buffer strip to be developed and maintained by the property owner. 5. The maximum gross floor area of an individual storage unit shall be 1,000 square feet. 6. Outdoor lighting shall be the minimum necessary to discourage vandalism and theft, with exterior light fixtures not to exceed 16 feet in height and to be designed and installed such that the light is focused down upon the premises (with an absolute minimum amount of light shining on any adjacent property of public right of way). 7. Storage units shall not have bright colors. 8. The facility shall provide for appropriate access and adequate circulation of vehicles and emergency equipment. 9. A minimum 8 foot wooden privacy fence shall be installed

around the mini-warehouse development. 10. Reversionary clause.

Motion was made by Commissioner Humphries seconded by Commissioner Langford that Z-07-015 be approved subject to filing of covenants. Voting "Aye" Humphries, Langford and Carns.

Z-2007-016 Frank H. Rogers, owner. Change of zoning on Parcel ID# 16-12-0-0-4 in Section 12 Twp 16 Range 5 West from I-3(S) (Strip Mining) to A-1 (Agriculture) for a single family residence. (Site Only: 5358 Littleton Kilgore Road, Dora, AL 35062) (BAGLEY BEND) (38 Acres M/L)

Motion was made by Commissioner Langford seconded by Commissioner Humphries that Z-07-016 be approved. Voting "Aye" Langford, Humphries and Carns.

Z-2007-019 Cotswold Development, LTD, owner; Kevin Hilbun, agent. Change of zoning on Parcel ID# 27-18-1-0-part of 1 in Section 18 Twp 18 Range 1 West from R-G (Single Family) to CC-1 (Country Club) for a clubhouse for residents of Cotswold Subdivision. (Site Only: 3839 Cotswold Drive North, Birmingham, AL 35242) (LIBERTY PARK) (1.1 Acres M/L)

Motion was made by Commissioner Langford seconded by Commissioner Humphries that Z-07-019 be approved. Voting "Aye" Langford, Humphries and Carns.

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

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

Motion was made by Commissioner Langford seconded by Commissioner Humphries that Z-07-0146 be approved subject to filing of covenants. Voting "Aye" Langford, Humphries and Carns.

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

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

Motion was made by Commissioner Langford seconded by Commissioner Humphries that Z-07-017 be approved subject to filing of covenants. Voting "Aye" Langford, Humphries and Carns.

Z-2006-103 Terry L. Pitman, owner; John G. Farley, agent. Change of zoning on Parcel ID #'s 4-13-0-0-1 & 3-18-0-0-part of 7.2 in Section 13 & 18 Twp 14 Range 4 West from A-1(Agriculture) and R-R (Rural Residential) to R-1 (Single Family) for a single family residential subdivision with E-2 density. (Site Only: 9480 Central Road, Warrior, AL 35180) (CORNER) (42 Acres M/L)

Restrictive Covenants: 1. The property shall be developed with no more than 41 lots. 2. The minimum lot size for this development shall not be less than 20,000 square feet; and, 3. Stub streets shall be provided where topographically feasible.

Motion was made by Commissioner Langford seconded by Commissioner Humphries that Z-06-103 be approved subject to filing of covenants. Voting "Aye" Langford, Humphries and Carns.

Thereupon the Commission Meeting was adjourned to meet Tuesday, May 29, 2007, at 10:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk