

STATE OF ALABAMA)

JEFFERSON COUNTY) August 14, 2007

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

District 1 Larry Langford

District 3 Bobby Humphries

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Langford seconded by Commissioner Carns that the Minutes of August 7, 2007, be approved. Voting "Aye" Langford, Carns, Collins and Humphries.

Aug-14-2007-995

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Special Meeting of the Jefferson County Commission held on August 9, 2007, at 10:00 a.m. in the Jefferson County Courthouse in Birmingham is hereby acknowledged and confirmed and the following resolutions and actions taken and approved by the County Commission therein are hereby acknowledged, confirmed, ratified and approved.

On Motion by Commissioner Humphries and seconded by Commissioner Langford, voting "Aye" Humphries, Langford, Carns and Collins.

Aug-9-2007-994-SP-MTG

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to commit an amount not to exceed \$1,000 to the Office of Senior Citizen Services for the purchase of fans to be distributed to the elderly in need in Jefferson County.

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

STAFF DEVELOPMENT

Multiple Staff Development

District Attorney-Birmingham/2 Participants

Linda Hill	Orange Beach, Alabama	\$419.00
Christa Blake	ADASA Summer Conference September 4 -7, 2007	\$1,219.51

Family Court/2 Participants

Adrienne Merritt	New Orleans, Louisiana	\$376.00
Janis Sorrell	Graduates Sanctions in Juvenile Justice September 17-20, 2007	\$978.04

Roads & Transportation/2 Participants

Rick Watford	Birmingham, Alabama	
Mark Attaway	National Safety Council Flagger Re-certification Class May 21-22, 2007	\$270.00 \$270.00

Tax Assessor/4 Participants

Cynthia Clay	Mobile, Alabama	\$368.34
Mary F. O'Rear	Property Tax Education & Certification Program	\$568.34
Barbara Henderson	September 18-21, 2007	\$568.34
Pamela Childers		\$568.34

Individual Staff Development

Jim Carns	Commission	Denver, Colorado Meet with Congressmen to discuss Economic Development September 23-25, 2007	\$2,105.00
Robert A. Rogers	Board of Equalization	Orange Beach, Alabama Continuing Education additional two days to previously approved travel August 12-17, 2007	\$615.91
Horace Walker	EMA	Emmitsburg, Maryland E210: Recovery from Disaster August 26-31, 2007	\$497.92
Ann Gegodas	Family Court	Atlanta, Georgia Graduated Sanctions in Juvenile Justice: A National Training October 3-5, 2007	\$960.75
Tiffany Roger	Family Court	Gadsden, Alabama Essential Skills in Communication Seminar September 18, 2007	\$40.00
Cherie Foster	Family Court	Birmingham, Alabama Fred Pryor Seminars October 2, 2007	\$156.00
Gwendolyn Reasor	Family Court	Birmingham, Alabama Understanding Youth Violence - UAB Seminar October 18, 2007	\$25.00
Michael Lee	General Services	Baltimore, Maryland APCO Conference & Training including MTUG Annual Meeting August 3-10, 2007	\$2,287.00

Motion was made by Commissioner Langford seconded by Commissioner Humphries that the Staff Development be approved. Voting "Aye" Langford, Humphries, 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. Cooper Green Mercy Hospital from Encompass Textiles & Interiors, Atlanta, GA for items needed for the Hospital, \$6,284 total. SAP PO# 2000003810 Ref. Bid # 128-07
2. Information Technology - Network from Unisys Corp., Atlanta, GA for maintenance/license support for Unisys mainframe for the period 8/1/07 - 7/31/08, \$30,166 total. Ref Tag# 1000004425 Ref. Bid# 277-05
3. Information Technology - Network from Unisys Corp., Atlanta, GA for HMP 11 upgrade to include engagement management/planning, support for Unisys mainframe update, \$19,900 total. Ref. Tag# 1000005274 Ref. Bid# 277-05
4. Personnel Board from Christian & Small, Birmingham, AL to change order adding funds to PO 2000001571 for contractor to render legal services as needed, \$110,000 total. FOR INFORMATION ONLY
5. Revenue Department - Administration from The Meyercord Company, Chicago, IL for 4 cent fusion cigarette stamps, \$56,000 total. Ref. Shopping Cart # 2000001452 Ref. P. O. #2000001452

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

Profit Cntr	Vendor #	Name	Text	Business Area	Amount	Docmt. #
District 1	1000193	JEFFERSON CO TREASURER	Petty Cash-Coroner Office	CORONER/MEDICAL EXAMINER	66.99	1900000279
District 1	1000193	JEFFERSON CO TREASURER	Petty Cash-Coroner Office	CORONER/MEDICAL EXAMINER	34.09	1900000281
District 1	1000193	JEFFERSON CO TREASURER	Petty Cash-Coroner Office	CORONER/MEDICAL EXAMINER	75.55	1900000432
District 1	1000193	JEFFERSON CO TREASURER	Petty Cash-Coroner Office	CORONER/MEDICAL EXAMINER	79.90	1900000581
District 1	1000193	JEFFERSON CO TREASURER	Petty Cash	Jefferson Rehab	536.45	1900000578
District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-Roads & Transportation	FLEET MGMT: ADMINISTRATION	468.27	1900000507
District 3	1001314	LINDA WEBSTER	Travel Reimbursement for Linda Webster	R&T: RIGHT OF WAY	56.90	1900000216
District 3	1001326	MASSEY STOTSER & NICHOLS	713 Earline St 35215 FM-2007-32	Land Development	117,123.38	1900000251
District 3	1002077	INTNL ASSOC OF EMERGENCY	IAEM Membership Dues Allen Kniphfer	Emergency Management Agency	170.00	1900000804
District 3	1002077	INTNL ASSOC OF EMERGENCY	IAEM Membership Dues Michael Harter	Emergency Management Agency	170.00	1900000580
District 3	1002460	MICHAEL C DODD	609 7th AV 35217 FM-2007-37	Land Development	35,231.11	1900000328
District 3	1003789	ESTES SANDERS & WILLIAMS	7740 Bethel Rd 35062 FM-2007-01	Land Development	165,193.00	1900000330
District 3	1003789	ESTES SANDERS & WILLIAMS	1650 Westridge Dr 35235 FM-2007-34	Land Development	65,928.00	1900000331
District 3	1003789	ESTES SANDERS & WILLIAMS	5005 Bud Holmes Rd 35126 FM-2007-04	Land Development	147,011.19	1900000334
District 3	1003789	ESTES SANDERS & WILLIAMS	3331 Flint Ln 35126 FM-2007-09	Land Development	125,361.03	1900000335
District 3	1003789	ESTES SANDERS & WILLIAMS	6450 Bradford Rd 35126 FM-2007-08	Land Development	89,117.01	1900000336
District 3	1003789	ESTES SANDERS & WILLIAMS	6442 Old Bradford Rd 35126 FM-200-707	Land Development	121,900.19	1900000337
District 3	1018383	LINDA R MELTON	Safe Room Grant Rebate	Emergency Management Agency	3,500.00	1900000590
District 3	1018384	BETTY L BROWN	Safe Room Grant Rebate	Emergency Management Agency	3,020.66	1900000591
District 3	1018386	CALVIN GRIFFICE	Refund Permit Issued in Error	Inspection Services	75.00	1900000556
District 3	1018387	ASTRO ELECTRIC COMPANY INC	Refund Permit Issued in Error	Inspection Services	42.00	1900d00558
District 3	1018401	HUFFMAN ELECTRICAL	Refund Vendor Not Doing the Job	Inspection Services	99.00	1900000560
District 4	1000104	REGIONAL PLANNING COMM	JUNE 2007 SALARIES	Finance Administration	13,236.14	1900000323
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Revenue	Revenue	63.99	1900000372
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Revenue	Revenue	273.38	1900000452
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Revenue	Revenue	154.55	1900000454
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Revenue	Revenue	89.83	1900000455
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-General Services	GEN SVCS 2121 BLDG	94.88	1900000600
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-General Services	GEN SVCS: Bessemer	32.85	1900000601
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash -General Services	GEN SVCS: Printing	51.00	1900000598
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-General Services	GEN SVCS: Administration	26.26	1900000612
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-General Services	GEN SVCS: Administration	249.99	1900000616
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-General Services	GEN SVCS: Administration	89.05	1900000614
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Sewer Billing	Finance: Sewer Services	87.89	1900000563
District 4	1000240	GIATTINA FISHER AYCOCK	Reimbursable expenses	GEN SVCS: Administration	8,390.40	1900000080
District 4	1000240	GIATTINA FISHER AYCOCK	Reimbursable expenses	GEN SVCS: Administration	720.40	1900000652
District 4	1000240	GIATTINA FISHER AYCOCK	Reimbursable expenses	GEN SVCS: Administration	26,645.64	1900000653
District 4	1000240	GIATTINA FISHER AYCOCK	Reimbursable expenses	GEN SVCS: Administration	10,248.00	1900000655
District 4	1000691	EARL N CARTER JR	Constitutional Amendment Election	Finance	1,875.00	1900000838
District 4	1001486	BRUCE OFFICE	Toner For Rideshare Program	Finance	77.31	1900000437
District 4	1001523	TIDMORE FLAGS	Air Quality Program	Finance	3,870.00	1900000435
District 4	1001763	HATCHER DESIGN ASSOC	Professional Services	General Services	222.50	1900000093
District 4	1001763	HATCHER DESIGN ASSOC	Professional Services	General Services	425.00	1900000096
District 4	1001763	HATCHER DESIGN ASSOC	Professional Services	General Services	255.00	1900000657
District 4	1001763	HATCHER DESIGN ASSOC	Professional Services	General Services	570.00	1900000658
District 4	1001763	HATCHER DESIGN ASSOC	Professional Services	General Services	1,028.78	1900000659
District 4	1001840	GRESHAM SMITH & PARTNERS	Professional Services	Finance	1,150.05	1900000348
District 4	1001840	GRESHAM SMITH & PARTNERS	Professional Services	Finance	9,304.95	1900000596
District 4	1002311	BIRMINGHAM WEEKLY	Air Quality Program	Finance	1,500.00	1900000436
District 4	1002453	CLA ARCHITECTURE INC	Reimbursable expenses CLA	GEN SVCS: Administration	419.36	1900000639
District 4	1002641	JEFF CO SEWER SVC FUND	REPLENISH PETTY CASH SHORTAGE	Finance: Sewer Services	100.00	1900000147
District 4	1006081	VPSI	Rideshare Program	Finance	24,428.57	1900000347
District 4	1006575	URS CORPORATION	Professional Services	Finance	40,720.78	1900000349
District 4	1007955	CRS ENGINEERING INC	Reimbursables	General Services	34.01	1900000640
District 4	1018249	JIMMY NORTON	Safe Room Grant Rebate	Emergency Management Agency	3,500.00	1900000381
District 4	1018350	LEADERPROMOS.COM	Air Quality Program	Finance	1,876.84	1900000438
District 4	1018351	EMI BURTON	Air Quality Program	FINANCE ADMINISTRATION	800.00	1900000434
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: LEEDS WWTP	30.38	1900000317
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: VALLEY CREEK WWTP	49.05	1900000368
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: VALLEY CREEK WWTP	23.00	1900000369
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: PACKAGE WWTP & PUMP STATION	15.29	1900000218
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: VILLAGE MAINTENANCE SHOP	8.53	1900000229
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: TURKEY CREEK WWTP	100.00	1900000255
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: VALLEY CREEK WWTP	11.80	1900000374
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: VALLEY CREEK WWTP	17.83	1900000376
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: VALLEY CREEK WWTP	11.97	1900000378
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: VALLEY CREEK WWTP	5.99	1900000430
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: INSTRUMENT SHOP	27.82	1900000445
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: PACKAGE WWTP & PUMP STATION	308.19	1900000446
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: CONSTRUCT SEWER LINE	126.26	1900000458
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: TURKEY CREEK WWTP	40.00	1900000459
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: CONSTRUCT SEWER LINE	30.00	1900000521
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: BIOSOLIDS HANDLING	147.00	1900000529
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: VALLEY CREEK WWTP	10.00	1900000429
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: CONSTRUCT SEWER LINE	17.82	1900000613
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: VILLAGE MAINTENANCE SHOP	480.53	1900000594
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: TV INSPECTION & GROUTING	28.94	1900000562
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: CAHABA RIVER WWTP	338.18	1900000568
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: VALLEY CREEK WWTP	131.93	1900000583
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	COMMISSIONER, DISTRICT 5	50.00	1900000574
District 5	1018380	PENN PROPERTIES INC	Refund of Impact Fees	ES: SANITATION ADMINISTRATION	14,350.00	1900000634
District 5	1018380	PENN PROPERTIES INC	Refund of Impact Fees	ES: SANITATION ADMINISTRATION	14,350.00	1900000636
District 5	1018380	PENN PROPERTIES INC	Refund of Impact Fees	ES: SANITATION ADMINISTRATION	14,350.00	1900000637
District 5	1018380	PENN PROPERTIES INC	Refund of Impact Fees	ES: SANITATION ADMINISTRATION	14,350.00	1900000633
District 5	1018380	PENN PROPERTIES INC	Refund of Impact Fees	ES: SANITATION ADMINISTRATION	14,350.00	1900000635
Joint Respon	1000128	JEFFERSON CO TREASURER	Petty Cash Sheriffs Office	SHERIFF OFFICE BESSEMER	260.53	1900000417
Joint Respon	1000193	JEFFERSON CO TREASURER	Petty Cash Sheriffs Office	SHERIFF ENFORCE-BIRMINGHAM	70.88	1900000115
Joint Respon	1000193	JEFFERSON CO TREASURER	Petty Cash-Board of Equalization	BD OF EQUAL - BHAM STATE	6.89	1900000453
Joint Respon	1000193	JEFFERSON CO TREASURER	Petty Cash Reimburse/Sheriff Office/Bham	SHERIFF ENFORCE-BIRMINGHAM	58.50	1900000506
Joint Respon	1000193	JEFFERSON CO TREASURER	Petty Cash Sheriffs Office	SHER CORRECT-BIRMINGHAM	575.27	1900000501
Joint Respon	1000193	JEFFERSON CO TREASURER	Petty Cash Sheriffs Office	SHERIFF ENFORCE-BIRMINGHAM	151.37	1900000505
Joint Respon	1000193	JEFFERSON CO TREASURER	Petty Cash Sheriffs Office	SHERIFF ENFORCE-BIRMINGHAM	47.00	1900000579
Joint Respon	1000193	JEFFERSON CO TREASURER	Petty Cash Sheriffs Office	SHERIFF ENFORCE-BIRMINGHAM	100.00	1900000584
Joint Respon	1000628	GLENN ANDERSON	Travel reimbursement AJA Conference	SHER CORRECT-BIRMINGHAM	62.35	1900000627

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

Human Resources

Rick Management Coordinator

- Tax Collector - Birmingham
 - Administrative Assistant I - 3 positions
- Tax Collector - Forestdale
 - Administrative Assistant I
- Pension Board Office
 - Accounting Assistant II
- Community Development
 - Administrative Assistant III
- General Services - Crafts
 - Administrative Assistant II
- Office of Senior Citizen Services
 - Administrative Assistant I
- Environmental Services - Sanitation Administration - Sewer Impact
 - Sr. Engineering Inspector
 - Plans Examiner
 - Sewer Service Inspector
- Environmental Services - E&C - Construct Sewer Line
 - Administrative Assistant I
- Environmental Services - Valley Creek WWTP
 - Wastewater Treatment Plant Operator
 - Laborer III - 4 positions
- Environmental Services - Village Creek WWTP
 - Wastewater Treatment Plant Operator - 6 positions
- Jefferson Rehabilitation & Health Center - Patient Activity
 - Patient Activity Leader
- Cooper Green Mercy Hospital - Pharmacy
 - Clinical Pharmacist
- Cooper Green Mercy Hospital - Dietary
 - Cook

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

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION

1. Tax Assessor - Bessemer \$0
 Delete an Administrative Assistant II (Gr. 13) and add an Accounting Assistant II (Gr. 16). Annual difference \$4,698.78. No Additional Funds Required.
2. Tax Collector - Birmingham \$0
 Delete three Laborer III (unclassified) positions and add three Administrative Assistant I (Gr. 10) positions. Annual difference \$27,696.12. No Additional Funds Required.
3. Pension Board \$0
 Add an Accounting Assistant II (Gr. 16) position. Annual difference \$43,781.93. Pension Board will reimburse County for the salary expense. No Additional Funds Required.
4. Environmental Services \$0
 Add an Administrative Assistant I (Gr. 10) and delete a Skilled Laborer (Gr. 12) position. Annual savings \$4,000. No Additional Funds Required.
5. Environmental Services \$0

Transfer a Sr. Engineering Inspector position from Engineering Construction division to Administration. 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.

Aug-14-2007-996

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Andrew Coats to serve on the Rocky Ridge Fire District Board of Trustees, beginning September, 2007 and ending September, 2012, be and hereby is approved

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

Aug-14-2007-997

BE IT RESOLVED by the Jefferson County Commission that the President, is authorized to sign an agreement with the City of Brighton which establishes guidelines for the treatment of the cost of a building permit for \$5,840.00 for the construction of the Brighton Fire Station.

July 18, 2007

Honorable Eddie Cooper, Mayor
City of Brighton
3700 Main Street
Brighton, Alabama 35020

Dear Mayor Cooper:

This letter is to confirm our telephone conversation and agreement of July 12, 2007 as follows:

Jefferson County contracted with C&N Contracting Inc. to construct the Brighton Fire Station. C&N purchased the required building Permit from the City of Brighton for \$5,840.00 ("First Permit"). The project and the contract between the County and C&N was stopped before C&N began construction of the building. Jefferson County intends to redesign the building and rebid the construction contract but must close out the existing contract with C&N first. In order to close out the contract the County must reimburse C&N \$5,840.00 for the First Permit. In order to avoid paying for two (2) Building Permits for one (1) building, the County has requested Brighton to terminate the First Permit and agree to credit the \$5,840.00 against the cost of a new Building Permit.

In consideration of the premises, the City of Brighton agrees to terminate the First Permit and credit the sum of \$5,840.00 against the cost of a new Building Permit covering the construction of the new Brighton Fire Station, upon application by the contractor selected by Jefferson County to construct the station.

Done this 18th day of July 2007, in Jefferson County Alabama:

Agreed and Accepted for
the City of Brighton, Alabama
Eddie Cooper
Mayor of the City of Brighton

Agreed and Accepted for
Jefferson County, Alabama
Betty Fine Collins, President
Jefferson County Commission

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

Aug-14-2007-998

WHEREAS, by a resolution dated March 27, 2007 the Jefferson County Commission authorized the Commission President to apply to the State of Alabama as a recipient for Emergency Shelter Grant funds; and

WHEREAS, the application was successful and approved for funding.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, empowered and directed to execute the agreement between Jefferson County, Alabama and the State of Alabama for 2007 Emergency

Shelter Grant funds in the amount of \$107,625.00.

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

Aug-14-2007-999

WHEREAS, the Jefferson County Commission has been designated by the State of Alabama as a recipient for Emergency Shelter Grant Program funds; and

WHEREAS, the Emergency Shelter Grant Program does allow entitlement local governments to contract with non-profit homeless agencies for the implementation of the program, in providing assistance to homeless individuals and families; and

WHEREAS, the Jefferson County Commission desires to enter into a contract agreement with Bridge Ministries, Inc. (SESG-07-05Q-BM/ESG-07-011) for an amount not to exceed \$20,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, empowered and directed to execute a State Emergency Shelter Grant Program agreement between Jefferson County, Alabama and Bridge Ministries, Inc. The cost will be paid with State funds.

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

Aug-14-2007-1000

WHEREAS, the Jefferson County Commission has been designated by the State of Alabama as a recipient for Emergency Shelter Grant Program funds; and

WHEREAS, the Emergency Shelter Grant Program does allow entitlement local governments to contract with non-profit homeless agencies for the implementation of the program, in providing assistance to homeless individuals and families; and

WHEREAS, the Jefferson County Commission desires to enter into a contract agreement with Cooperative Downtown Ministries, Inc. (SESG-07-03T-CDM/ESG-07-011) for an amount not to exceed \$65,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, empowered and directed to execute a State Emergency Shelter Grant Program agreement between Jefferson County, Alabama and Cooperative Downtown Ministries, Inc. The cost will be paid with State funds.

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

Aug-14-2007-1001

WHEREAS, the Jefferson County Commission has been designated by the State of Alabama as a recipient for Emergency Shelter Grant Program funds; and

WHEREAS, the Emergency Shelter Grant Program does allow entitlement local governments to contract with non-profit homeless agencies for the implementation of the program, in providing assistance to homeless individuals and families; and

WHEREAS, the Jefferson County Commission desires to enter into a contract agreement with Interfaith Hospitality House (SESG-07-03T-IHH/ESG-07-011) for an amount not to exceed \$20,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized,

empowered and directed to execute a State Emergency Shelter Grant Program agreement between Jefferson County, Alabama and Interfaith Hospitality House. The cost will be paid with State funds.

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

Aug-14-2007-1002

This Resolution is made this 14th day of August, 2007, (the Effective Date) by the Jefferson County Commission (the Granting Authority), to grant a tax abatement for Milner Milling - Birmingham Miner Milling, Inc. (the Company).

WHEREAS, the Company has announced plans for a (check one): new project or major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., Code of Alabama 1975) (the Act), the Company has requested from the Granting Authority an Abatement of (check all that apply):

all state and local non-educational property taxes,

all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

all mortgage and recording taxes; and

WHEREAS, the Company has requested that the abatement of state and local non-educational property taxes (if applicable) be extended for a period of _____ years, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications (copy attached) filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, the construction of the project will involve a capital investment of \$18,000,000; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in the Tax Abatement Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of the Tax Abatement Agreement;

NOW THEREFORE, be it resolved by the Granting Authority as follows:

Section 1. Approval is hereby given to the application of the Company and abatement is hereby granted of (check all that apply):

all state and local non-educational property taxes,

all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

all mortgage and recording taxes

as the same may apply to the fullest extent permitted by the Act. The period of abatement for the non-educational property taxes (if applicable) shall extend for a period of _____ years measured as provided in Section 40-9B-3(8) of the Act.

Section 2. The governing body of the Granting Authority is authorized to enter into an abatement agreement with the Company to provide for the abatement granted in Section 1.

Section 3. A certified copy of this resolution, with the application and abatement agreement, shall be forwarded to the Company to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

Section 4. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

I hereby certify that the above and foregoing was duly adopted by Jefferson County Commission of Alabama at a meeting held on the 14th day of August, 2007.

(Secretary)

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

Aug-14-2007-1003

This Resolution is made this 14th day of August, 2007, (the Effective Date) by the Jefferson County Commission (the Granting Authority), to grant a tax abatement for Cascades Sonoco, Inc. (the Company).

WHEREAS, the Company has announced plans for a (check one): new project or major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., Code of Alabama 1975) (the Act), the Company has requested from the Granting Authority an Abatement of (check all that apply):

all state and local non-educational property taxes,

all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

all mortgage and recording taxes; and

WHEREAS, the Company has requested that the abatement of state and local non-educational property taxes (if applicable) be extended for a period of _____ years, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications (copy attached) filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, the construction of the project will involve a capital investment of \$6,800,000; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in the Tax Abatement Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of the Tax Abatement Agreement;

NOW THEREFORE, be it resolved by the Granting Authority as follows:

Section 1. Approval is hereby given to the application of the Company and abatement is hereby granted of (check all that apply):

all state and local non-educational property taxes,

all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

all mortgage and recording taxes

as the same may apply to the fullest extent permitted by the Act. The period of abatement for the non-educational property taxes (if applicable) shall extend for a period of _____ years measured as provided in Section 40-9B-3(8) of the Act.

Section 2. The governing body of the Granting Authority is authorized to enter into an abatement agreement with the Company to provide for the abatement granted in Section 1.

Section 3. A certified copy of this resolution, with the application and abatement agreement, shall be forwarded to the Company to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

Section 4. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

I hereby certify that the above and foregoing was duly adopted by Jefferson County Commission of Alabama at a meeting held on the 14th day of August, 2007.

(Secretary)

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

Aug-14-2007-1004

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 U.S. Highway 31 in the City of Gardendale.

BE IT FURTHER RESOLVED that the President be authorized to execute an agreement between Jefferson County, Alabama and Richard Bradley for the construction of a sanitary sewer in the right-of-way of U.S. Highway 31 in the City of Gardendale, 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 283 to 284

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 JEFFERSON COUNTY 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 50 linear feet of 4 inch diameter, Class 52 ductile iron sanitary sewer pipe in U.S. Highway 31 ROW in the City of Gardendale; 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.

Jefferson County

Commission
Environmental Services Department
Bettye Fine Collins

WITNESS:

RECOMMENDED FOR APPROVAL:

District Manager & Date

Division Engineer & Date

ALABAMA DEPARTMENT OF TRANSPORTATION ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR
By: _____
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 Richard Bradley (hereinafter referred to as Owner).

WITNESSETH

WHEREAS, Owner proposes to install certain sanitary sewer facilities crossing perpendicular to U.S. Highway 31 near the intersection with Roberts 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 U.S. Highway 31 near the intersection with Roberts Road, 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 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 hereto have executed this Agreement by their duly authorized officers this _____ day of _____, 20__.

By: _____

Richard Bradley

Jefferson County Commission

By: _____

Bettye Fine Collins, President

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

Aug-14-2007-1005

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of General Services is authorized to negotiate a fixed price agreement for natural gas with Alabama Gas Corporation for the fall and/or winter months of 2007/2008 for submission to the Commission.

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

Aug-14-2007-1006

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the academic training contract of the following is hereby approved in accordance with Administrative Order No. 92-6: James Duncan, Jr. - Land Development.

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

Agreement with Engineering Service Associates, Inc. to provide a complete Infrastructure Management System was pulled from

the agenda.

Aug-14-2007-1007

ORDINANCE NUMBER 1780

AN ORDINANCE OF THE JEFFERSON COUNTY COMMISSION TO PROHIBIT ANY PERSON FROM DRIVING
ANY TRUCK, EXCEPT FOR LOCAL DELIVERIES, ON JOHNSTON ROAD
IN JEFFERSON COUNTY, ALABAMA

BE IT ORDAINED BY THE JEFFERSON COUNTY COMMISSION as follows:

Section 1. It shall be unlawful for any person to drive any truck, except for local deliveries, on that part of Johnston Road lying within Jefferson County and outside the corporate limits of any municipality as hereinafter stated:

**JOHNSTON ROAD
(FROM 15TH STREET ROAD TO WARRIOR RIVER ROAD)**

Section 2. A person convicted of violating this ordinance shall be subject to the punishment provided for in Title 32, Chapter 5A, Section 8, Alabama Code of 1975 as amended.

Section 3. All ordinances or resolutions, or parts of ordinances or resolutions of the County Commission of Jefferson County, Alabama, in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. This ordinance shall take effect from and after the time of its publication in a newspaper of general circulation in Jefferson County, Alabama.

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

Aug-14-2007-1008

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: August 8, 2007
Purpose: Pay McCarty Lodge (c/o Royce E. Matthews, Jr.)
for Acquired Right-of-Way -0.06 acres (more or less) 0.02 acres (more or less) TCE
Topics VII- Site 1 - Project No. STPBH-7165(001) -Tract No. 7 Mt. Olive Road
(Newfound Road, Brookside Road Intersection) Site Address: 3201 Mt. Olive Road
Alan Dodd Agent
Price: \$28,500.00
Pay to the order of: McCarty Lodge c/o Royce E. Matthews, Jr.
Mailing Address: 8523 Hidden Creek Drive
Gardendale, AL 35071

Fund #4022000000, Bus. Area 9999 - Object 515710 - Fund Center - 9999999999 -Functional Area 9999 WBS C.961.D
Check Delivery Code 41

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

Aug-14-2007-1009

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: August 8, 2007
Purpose: Pay First Baptist Church of Mt. Olive for Acquired Right-of-Way - 0.1 acres (more or less)
0.13 acres (more or less) TCE
Topics VII- Site 1 - Project No. STPBH-7165(001) -Tract No. 10
Mt. Olive Road (Newfound Road, Brookside Road Intersection)
Site Address: 3200 Mt. Olive Rd., Mt. Olive, AL 35117 Alan Dodd Agent
Price: \$4,248.00
Pay to the order of: First Baptist Church of Mt. Olive
Mailing Address: 3200 Mt. Olive Road
Mt. Olive, AL 35117

Fund #4022000000, Bus. Area 9999 - Object 515710 - Fund Center - 9999999999 -Functional Area 9999 WBS C.961.D
Check Delivery Code 41

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

Aug-14-2007-1010

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is authorized to settle the lawsuit styled Rickey Shirley, et al. v. Jefferson County, et al., Jefferson County Circuit Court Case No. CV 06-5806, by court ordered judgment, changing the zoning on Parcel ID No. 10-17-4-7-1.001 in Section 17, TWP 15, Range 1 East from A-1 (Agriculture) to R-1 (Single Family) for a single family subdivision (site only: 7643 Old Springville Road, Trussville, Alabama 35173) (20.5 acres MIL). Said Order will also have included that the development shall have no more than 35 lots, each lot being a minimum of 20,000 square feet and further that the Plaintiff will meet all applicable development requirements of Jefferson County.

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

Aug-14-2007-1011

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Kim Thrift for damage to her home resulting from a sewer backup in the amount of Two Hundred Thirty Five and 00/100 (\$235.00) 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 Kim Thrift in the amount of \$235.00 and forward it to the County Attorney for disbursement.

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

Aug-14-2007-1012

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Jimmy Lee Davis for damage to his

automobile is approved in the amount of One Thousand Three Hundred Ninety Five and 34/100 (\$1,395.34) Dollars. Be it further resolved by the Jefferson County Commission that the Director of Finance is hereby directed to issue a check in the amount of \$1,395.34 made payable to "Jimmy Lee Davis" and forward to the County Attorney for disbursement.

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

Aug-7-2007-1013

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of James Davis for damage to his automobile is approved in the amount of Two Thousand Five Hundred and 00/100 (\$2,500:00) Dollars. Be it further resolved by the Jefferson County Commission that the Director of Finance is hereby directed to issue a check in the amount of \$2,500.00 made payable to "James Davis" and forward to the County Attorney for disbursement.

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

Aug-14-2007-1014

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and the Greater Birmingham Humane Society (hereinafter called the "Contractee").

WITNESSETH:

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

WHEREAS, the County recognizes the ethical treatment and control of homeless and abused animals is a public health and welfare benefit of the County; and

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$100,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide funds to the capital campaign for the newly constructed facility located on Snow Drive.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2007 whichever shall first occur.

5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.

6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope Of Work of this agreement.

7. Contractee and the Contractee representative signed below, certify by the execution of this Agreement that no part of the funds

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

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

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

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

Greater Birmingham Humane Society

Jacqueline Meyer, Executive Director

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

Aug-14-2007-1015

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and the Grace House Ministries, Inc. (hereinafter called the "Contractee").

WITNESSETH:

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

WHEREAS, the County recognizes children as a substantial resource of the County and organizations that assist children as resources of the County; and

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

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

1. The term of this Agreement shall begin upon execution of this contract and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$80,000.
3. The Contractee shall provide the following services to the County:
 - a. Reopen the Melva Langford House in the upcoming year in order to provide more young girls who have been abandoned, abused and neglected with the opportunity to overcome trauma, receive the love, warmth and safety needed to lead productive lives in a safe home environment.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2007 whichever shall first occur.

5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.

6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope Of Work of this agreement.

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Grace House Ministries, Inc.

Jennifer Parker, Executive Director

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

Aug-14-2007-1016

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and the Jefferson County Committee for Economic Opportunity (hereinafter called the "Contractee").

WITNESSETH:

WHEREAS, the County recognizes organizations that provide programs, services and projects for low-income residents of the county as resources of the County; and

WHEREAS, the County recognizes organizations aimed at promoting educational, cultural and social opportunities well as providing recreational opportunities to the youth of Jefferson County, as resources of the County; and

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum of \$46,374 upon execution of this contract.
3. The Contractee shall provide the following services:

a Provide services and programming in communities in Jefferson County aimed at helping youth to succeed in school, to make good choices, and to achieve self-sufficiency as they mature, continue their education and join the workforce through the following: (1) YES

Ambassador Theatrical Troupe Project high school students create and perform a production with an uplifting message during the summer to a minimum of five thousand youths and adults in Jefferson County, providing an opportunity for conversations about choices,

behavior, education and substance abuse; and (2) STAR Ambassadors Project trains high school students to mentor Head Start children for an entire year using the PANDA anti-drug curriculum, while providing them with leadership training and encouragement and support to stay in school and go on to college.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2007 whichever shall first occur.

5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.

6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope Of Work of this agreement.

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

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

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

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

Jefferson County Committee for Economic Opportunity

Gayle Cunningham, Executive Director

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

Aug-14-2007-1017

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and A. G. Gaston Boys & Girls Club. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and A. G. Gaston Boys & Girls Club (hereinafter called the "Contractee").

WITNESSETH:

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

WHEREAS, the County recognizes services aimed at helping boys and girls handle contemporary problems and reach their potential as young adults productive in society, as well as providing recreational opportunities, as resources of the County; and

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

NOW, THEREFORE, IN CONSIDERATION of the premises and the obligation of the parties hereinafter set forth, the parties

agree as follows:

1. The term of this Agreement shall begin upon execution of this contract and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$40,000 upon execution of this contract.
3. The Contractee shall provide the following services to the County:
 - a. Purchase education equipment, furnishings and supplement personnel cost needed to strengthen the supplemental education programs at the clubs located at 2900 South Park Drive in Birmingham and 2501 Claredon Avenue in Bessemer. The programs are inclusive of a technology integrated learning program utilizing the "PLATO Learning System", a Digital Arts Program and the POWER Hour homework assistance program.

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

A. G. Gaston Boys & Girls Club

Art Allen, Executive Director

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

Aug-14-2007-1018

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Jefferson County Soil and Water Conservation District (hereinafter called the "Contractee").

WITNESSETH:

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

soil and water as resources of the County; and

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

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

- I. The term of this Agreement shall begin upon execution of this contract and end September 30, 2007.
2. The County shall pay to the Contractee a total of \$40,000.
3. The Contractee shall provide the following services to the County and municipalities within Jefferson County.:
 - a. Provide training and technical assistance to engineers, landowners and technical firms.
 - b. Organize conservation education event such as the Conservation Education Canoe Float, the Urban Forestry Fair, Earth Day at the Gardens and the Annual Water Festival.
 - c. Continue in the creation of restored wetlands, outdoor classrooms and nature trails throughout Jefferson County.

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

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

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

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

Jefferson County Soil and Water Conservation District

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

Aug-14-2007-1019

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Jimmie Hale Mission

(hereinafter called the "Contractee").

WITNESSETH:

WHEREAS, the County recognizes its citizens as one of the most valuable resources of the County and services aimed at providing services to the homeless are resources of the county; and

WHEREAS, the Contractee will assist in the development and promotion of said County resources.

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$20,776 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Continue ongoing programs to care for the homeless population in Jefferson County.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2007 whichever shall first occur.

5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.

6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope Of Work of this agreement.

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

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

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

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

Jimmie Hale Mission

Tony Cooper, Executive Director

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

Aug-14-2007-1020

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Habitat for Humanity of Greater Birmingham. (hereinafter called the "Contractee").

WITNESSETH:

WHEREAS, the County recognizes civic and community agencies as valuable economic development resources of the County;
and

WHEREAS, the County recognizes that it is in the public interest to have affordable housing for low income families; and

WHEREAS, the Contractee will assist in the economic development of the County through the revitalization of living conditions for low income families in Jefferson County.

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$10,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide affordable housing in Jefferson County to low-income families in Jefferson County.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2007 whichever shall first occur.

5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.

6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope Of Work of this agreement.

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

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

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

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

Habitat for Humanity of Greater Birmingham

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

Aug-14-2007-1021

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Hand In Paw (hereinafter called the "Contractee").

WITNESSETH:

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

WHEREAS, the County recognizes the ethical treatment and community based activities encouraging healing through interaction between humans and pets as a valuable resource of the County; and

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$10,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide the "Petscription" program which provides animal-assisted therapy visits by sending nationally registered therapy animal/handler teams to medical, psychiatric and rehabilitation facilities in Jefferson County.

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Hand In Paw

Beth Franklin, Executive Director

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

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

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

WITNESSETH:

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

WHEREAS, the County recognizes that organizations providing counseling for its children to reduce the number of dropouts, juvenile offenders, teen pregnancies and youth runaways and domestic violence education, as resources of the County; and

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$8,098 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Conduct the PROUD (Positive Reinforcements of Uplifting Development) program which provides beneficial afterschool programs focusing on drug prevention education, life skills training, recreational activities and community service activities to at-risk youths in the City of Brighton

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Gateway

Jim Loop, Executive Director

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

Aug-14-2007-1023

WHEREAS: Life affords no higher pleasure than that of surmounting difficulties, passing from one step of success to another, forming new wishes and seeing them gratified ; and

WHEREAS: Ms. Elizabeth Grace is excelling and meeting her expectations and achievements as a 16 year old entrepreneur and 11th grade student in the Birmingham area; and

WHEREAS: Elizabeth has created an educational website (BookTestOnline.com) that helps students in the 3rd through 12th grade with English Book Tests, Reading Comprehension, Memory Skills, and the concept of Importance to Details; and

WHEREAS: Elizabeth reads 75 to 100 books per year; and has donated the website (BookTestOnline.com) to the library for underprivileged children that are unable to purchase books; and

WHEREAS: Elizabeth is a wonderful role model for other students and desires to mentor younger students on the importance of reading; and

WHEREAS: The Jefferson County Commission applauds Elizabeth for her hard work and dedication on her great accomplishment and salutes her mother, Ms. Natalie Carr for being an inspiration to her daughter.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Commission hereby extend sincere congratulations and best wishes to Ms. Elizabeth Grace on this occasion.

SIGNED at the Jefferson County Courthouse in Birmingham, Alabama, this 14th day of August, Two Thousand and Seven.

Bettye Fine Collins, President

Jim Carns, Commissioner

Bobby Humphryes, Commissioner

Larry P. Langford, Commissioner

Shelia Smoot, Commissioner

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

Aug-14-2007-1024

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Impact Family Counseling (hereinafter called the "Contractee").

W I T N E S S E T H:

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

WHEREAS, the County recognizes organizations providing family counseling for its children reducing the number of drop-outs, teen pregnancies and youth runaways and domestic violence education as resources of the County; and

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$30,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide professional counseling services to at-risk youth referred by the Jefferson County Family Court; abused and neglected children referred by Jefferson County DHR; emotional conflicted youth referred by various school systems located in Jefferson County; and low-income citizens resident residing in Jefferson County. Professional licensed and board certified counselors will provide therapeutic services to individuals, couples and families.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2007 whichever shall first occur.

5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.

6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope Of Work of this agreement.

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

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

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

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

Impact Family Counseling

George F. Casey, Executive Director

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

Aug-14-2007-1025

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute of an agreement between Jefferson County, Alabama and Aedon Staffing for temporary staffing including a licensed administrator for Jefferson Rehabilitation & Health Center.

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

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

A quorum being present Commissioner Langford stated that the next order of business was to hear petitions for rezoning of

certain properties in Jefferson County:

Aug-14-2007-1026

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-2007-028 C.J. Hester, owner; Celia Hester, agent. Change of zoning on Parcel ID# 42-5-2-2-6.3 in Section 5 Twp 20 Range 4 West from A-1 (Agriculture) to C-1 (Commercial) for commercial use. (Case Only: 8200 Dickey Springs Road, Bessemer, AL 35022)
(BESSEMER) (0.3 Acres M/L)

RESTRICTIVE COVENANTS IF APPROVED: 1. Any commercial use shall be conducted in the existing house only;
2. Reversionary Clause.

Motion was made by Commissioner Smoot seconded by Commissioner Humphries that Z-07-028 be denied. Voting "Aye" Smoot, Humphries and Langford.

Z-2007-011 Tyrone Davis, owner. Change of zoning on Parcel ID# 37-35-1-0-part of 11 in Section 35 Twp 19 Range 5 West from INSTITUTIONAL-2 to I-1 (Light Industrial) for compliance for an automotive repair shop. (Case Only: 5739 Fury Lane, Bessemer, AL 35022) (RED MOUNTAIN HEIGHTS) (0.7 Acres M/L)

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that Z-07-011 be approved. Voting "Aye" Humphries, Smoot and Langford.

Z-2007-027 James R. Rhodes, owner; James S. Rhodes, agent. Change of zoning on Parcel ID# 21-12-1-2-5 in Section 12 Twp 17 Range 4 West from R-2 (Single Family) to I-1 (Light Industrial) for a welding shop. (Case Only: 2021 Veterans Memorial Parkway, Birmingham, AL 35214) (WESTWOOD) (0.5 Acres M/L)

RESTRICTIVE COVENANT:1. Reversionary Clause.

Motion was made by Commissioner Langford seconded by Commissioner Smoot that Z-07-027 be approved subject to filing of covenants. Voting "Aye" Langford, Smoot and Humphries.

Z-2007-033 Ruth Garrett, Brenda Sands and Chris Sands Construction Inc., owners; David Null, agent. Change of zoning on Parcel ID#s 14-17-1-0-3.1, 5 and 6 in Section 17 Twp 16 Range 3 West from A-1 (Agriculture) to R-G (Single Family) for a single family residential subdivision. (Case Only: 4790 New Found Road, Mount Olive, AL 35117) (MOUNT OLIVE) (6 Acres M/L)

RECOMMENDED CONDITION: Rezoning shall be contingent upon submission and approval of a preliminary drainage analysis by the Department of Roads & Transportation.

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that Z-07-033 be approved. Voting "Aye" Humphries, Smoot and Langford.

Z-2007-034 Mount Olive United Methodist Church, owner; Robert Easley, agent. Change of zoning on Parcel ID# 14-3-3-1-26 in Section 3 Twp 16 Range 3 West from R-1 (Single Family) to INSTITUTIONAL-1 (Institutional) for church expansion. (Case Only: 2445 Mount Olive, Mount Olive, AL 35117) (MOUNT OLIVE) (1.8 Acres M/L)

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that Z-07-034 be approved. Voting "Aye" Humphries, Smoot and Langford.

Z-2007-036 Jerry W. Payton, Jr., owner. Change of zoning on Parcel ID# 12-35-3-7-1.1 in Section 35 Twp 16 Range 1 West from A-1 (Agriculture) to R-1 (Single Family) for a single family residence. (Case Only: 109 Mobile Avenue, Trussville, AL 35173) (QUEENSTOWN) (0.4 Acres M/L)

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that Z-07-036 be approved. Voting "Aye" Humphries, Smoot and Langford.

Z-2007-026 Nahla Sukar, owner; Yousef Khalaf, agent. Change of zoning on Parcel ID# 29-15-3-1-2 in Section 15 Twp 18 Range 3 West from C-1 (Commercial) to I-2(A) (Industrial) for compliance for outside storage of wrecked cars. (Case Only: 156 West Valley Avenue, Birmingham, AL 35209) (HOMEWOOD) (0.6 Acres M/L)

The Planning and Zoning Commission recommended rezoning of only the rear portion of the subject property (as delineated on the revised site plan submitted by the applicant), with a covenant requiring a minimum 8-foot high solid wood privacy fence to be erected across the entire eastern side of the resulting I-2(A) zoning district boundary line.

Motion was made by Commissioner Langford seconded by Commissioner Humphries that Z-07-026 be carried over to the September 11, 2007 meeting. Voting "Aye" Langford, Humphries and Smoot.

Z-2007-032 Jeroline McLendon, owner. Change of zoning on Parcel ID# 14-9-4-1-18 & 19 in Section 9 Twp 16 Range 3 West from INSTITUTIONAL-2 to R-1 (Single Family) & R-3 (Two-Family) for a single family dwelling and a duplex. (Case Only: 5000 Sutherland Road, Mount Olive, AL 35117) (MOUNT OLIVE) (2 Acres M/L)

Rezoned property to R-1 (Single Family) in lieu of the requested dual R-1 and R-3 (Two-Family) zoning.

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that Z-07-032 be approved. Voting "Aye" Humphries, Smoot and Langford.

Thereupon the Commission Meeting was adjourned to meet Tuesday, August 21, 2007, at 10:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk