

STATE OF ALABAMA)

JEFFERSON COUNTY) April 26, 2011

The Commission convened in regular session at the Birmingham Courthouse at 9:05 a.m., David Carrington, President, presiding and the following members present:

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Minutes of April 12, 2011, be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

The Commission met in Work Session on April 19, 2011, and approved the following items to be placed on the April 26, 2011, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items I through V.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items A through G (Item B (5) was carried over).
- Commissioner Carrington, Administrative Services Committee - Items 1 through 7.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items A through C (Item C - 2. (1&2) were carried over).
- Commissioner Stephens, Finance & Information Technology Committee Items A through J.

Travis Hulsey, Director of Revenue, reported on the issues regarding closing of the satellite courthouses.

Commissioner Knight added an item to his agenda - a resolution to approve sending a letter to the Blount County Commissioners opposing the creation of a solid waste dump in the Town of County Line.

A Public Hearing was held to receive comments on the following requests for vacations of property:

- (a) United States Steel Corp. & CSX Transportation request vacation of prescriptive right-of-way of Dolonah Road
- (b) Tanglewood Corporation request vacation of sanitary sewer easement, Lots 3 & 4, Cobble Hill Survey

There being no comments, the Commission took the following action.

Apr-26-2011-270

WHEREAS, Jefferson County, Alabama, United States Steel Corp, and CSX Transportation, Inc. are the owners of the land abutting the following described road right-of-way, situated in Jefferson County, Alabama, to-wit:

DESCRIPTION OF PROPERTY TO BE VACATED:

The Prescriptive Right-of-Way of Dolonah Road lying in the NW ¼ of the NE ¼ the NE ¼ of the NW ¼, the SE ¼ of the NW ¼ and the SW ¼ of the NW ¼, all being in Section 18, Township 19 South, Range 4 West and lying in the SE ¼ of the NE ¼ of Section 13, Township 19 South, Range 5 West, Jefferson County, Alabama, and being more particularly described as follows:

Commence at the southwest corner of Lot 2, Block 1 according to the survey of the Dolonah Subdivision as recorded in Map Book 8 Page 78 in the Probate Office of Jefferson County, Alabama, Bessemer Division and run southerly along an extension of the westerly line of said lot a distance of 30.07 feet; thence turn right 86 25' and run westerly a distance of 20 feet to the point of beginning of the prescriptive right-of-way of Dolonah Road, aka Delonah Road aka Old Powder Plant Road, to be vacated. Said right-of-way being of variable widths and lying each side of and abutting the following described line: thence continue westerly along the last described course a distance of 305 feet; thence turn right 01 to the point of beginning of a 13° 03'14" curve to the right and run westerly along the arc of said curve a distance of 191.51 feet; thence run northwesterly along the extended tangent of said curve a distance of 250 feet; thence turn left 05 to the point of beginning of a 08° 23'43" curve to the left and run northwesterly along the arc of said curve a distance of 190.58 feet; thence run westerly along the extended tangent of said curve a distance of 470 feet; thence turn right 04 to the point of beginning of a 13° 34'01" curve to the

left and run westerly along the arc of said curve a distance of 191.64 feet; thence run southwesterly along the extended tangent of said curve a distance of 1,993 feet to the point of beginning of a 06 curve to the right and run westerly along the arc of said curve a distance of 413.9 feet; thence run N84° 39'09"W a distance of 473 feet, more or less, to the easterly right-of-way of Powder Plant Road as recorded in Volume 228 of Deeds Page 563 in the Probate Office of Jefferson County, Alabama, Bessemer Division and the end of this right-of-way to be vacated.

Excepted from this vacation is the sanitary sewer right-of-way as recorded in Real 551 Page 101 in the Probate Office of Jefferson County, Bessemer Division.

WHEREAS, Jefferson County, Alabama, is desirous of vacating said tract of land described above.

WHEREAS, Dolonah Road has been abandoned and is no longer a publicly maintained roadway, it is in the interest of the public that such street, alley, or highway, or portion thereof, be vacated.

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

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that above-described property is hereby vacated and annulled, and that all public rights and easements therein divested of the property; subject, however, to all existing rights-of-way or easements for public utilities and sanitary sewers and to all utility and sanitary sewer facilities presently situated in said area vacated subject to this provision.

This resolution shall be recorded in the Probate Office of Jefferson County, Alabama, Bessemer Division.

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

Apr-26-2011-271

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

DESCRIPTION OF PROPERTY TO BE VACATED:

A 20 foot wide sanitary sewer easement being part of Lots 3 and 4 according to Cobble Hill Survey as recorded in Map Book 221 Page 45, in the Probate Office of Jefferson County, Alabama, and being more particularly described as follows:

Commence at the most northerly corner of Lot 3 of said survey, for the Point of Beginning of a 20 foot wide sanitary sewer easement lying 10 each side of, parallel to and abutting the following described line: thence run southeasterly along the Northeasterly lot line of said Lot 3 for a distance of 109.1 feet to the most easterly corner of Lot 3 and the end of said sanitary sewer easement.

All of said sanitary sewer easement lies in the SW ¼ of the NW ¼ of Section 31, Township 18 South, Range 2 West, Jefferson County, Alabama.

WHEREAS, the above owner(s) are desirous of vacating said tract of land described above and requests that the assent of the County Commission of Jefferson County, Alabama, be given as required by law in such cases:

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

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

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

Apr-26-2011-272

RESOLUTION TO EXEMPT EMPLOYEES OF COOPER GREEN MERCY HOSPITAL
FROM A REDUCTION TO A THIRTY-TWO HOUR WORKWEEK

WHEREAS, Cooper Green Mercy Hospital will be exempt from the thirty-two hour workweek in all good-faith efforts to maintain the continuity of care for both its inpatients and outpatients.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Cooper Green Mercy Hospital employees are hereby exempt from the reduction of its workweek to thirty-two hours including all employees and maintenance personnel at Cooper Green Mercy Hospital.

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

Apr-26-2011-273

WHEREAS, Jefferson County Rehabilitation and Health Center is currently in the process of being sold to Noland Healthcare Inc.; and

WHEREAS, Jefferson County Rehabilitation and Health Center is currently understaffed; and

WHEREAS, in efforts to maintain adequate staffing for proper patient care and patient census.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Jefferson County Rehabilitation and Health Center and its staff are hereby exempt from the reduction of its workweek to thirty-two hours including all employees and maintenance personnel working at Jefferson Rehabilitation and Health Center.

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

Apr-26-2011-274

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has awarded Jefferson County with \$845,709.00 in Homelessness Prevention and Rapid Re-Housing Program (HPRP) funds which is funded under Title XII of the American Recovery and Reinvestment Act of 2009; and

WHEREAS, the Office of Community & Economic Development has amended the original budget in the Substantial Amendment to its Consolidated Plan 2008 Action Plan as submitted to HUD in 2009.

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Jefferson County, Alabama, that the President of the County Commission is authorized and hereby directed to execute and submit to the U.S. Department of Housing and Urban Development the Substantial Amendment #2 to the 2008 Action Plan along with the required Certifications and Standard Form 424.

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

Apr-26-2011-275

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

WHEREAS, homes have been developed under said Agreement in eligible areas of Jefferson County and sold to

1. Sheila Ward
2. Joyce M. Mays

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

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

Stephens, Brown, Bowman, Carrington and Knight.

Apr-26-2011-276

WHEREAS, Jefferson County has Agreements with Greater Birmingham Habitat for Humanity for the acquisition and rehabilitation of affordable housing for sale to qualified homebuyers using Federal and State Neighborhood Stabilization Program (NSP) funds which were approved by Resolutions dated September 22, 2009 and recorded in Minute Book 158 Page 467; and

WHEREAS, homes have been rehabilitated under said Agreement and sold to Marcia Kennedy, Tehiana Merriweather and Crystal D. Henderson.

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

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

Apr-26-2011-277

WHEREAS, Jefferson County, through its Office of Community & Economic Development, will undertake various activities in the EDA/CDBG RFL Loan Project with Community Development Block Grant funds/CDBG RFL Loan; and

WHEREAS, the Jefferson County Office of Community & Economic Development has completed the Federally mandated Environmental Review for the EDA/CDBG RFL Loan Project as required by applicable laws and regulations; and

WHEREAS, upon completion of the Environmental Review it has been concluded that the EDA/CDBG RFL Loan Project does not affect any Statutes, Executive Orders, or Regulations listed at 24 CFR and thus converts to exempt status.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President David Carrington is authorized and hereby directed to sign the Certificate of Categorical Exclusion (not subject to 58.5) for the EDA/CDBG RFL Loan Project stating that "this project converts to Exempt, per Section 58.35(b), because it does not require any mitigation for compliance with any listed statutes or authorities, nor requires any formal permit or license; Funds may be committed and drawn down for this (now) EXEMPT project."

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

Communication was read from Roads & Transportation recommended the following;

1. AT&T to install 470' of buried cable at 1363 Sugar Ridge Road in the Morris area.
2. AT&T to install 166' of buried cable beginning at 4340 Canoles Drive in the McAdory / Bluff Ridge area.
3. AT&T to install 2,237' of buried cable at Old Hwy 78 and Jasper Road in the Graysville area

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

Apr-26-2011-278

BE IT RESOLVED, by the Jefferson County Commission as follows:

1. That the County enter into a supplemental agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

Acquisition Project titled the High Line Rail Trail Project CMAQ-RW07(), to amend the October 15, 2007 Agreement, which is before this Council, to modify the Termination clause and to delete the Expiration clause. All other and remaining provision the Agreement of October 15, 2007, shall remain the same.

2. That the Supplemental Agreement be executed in the name of the County, for and on behalf of the County Commission;
3. That the Agreement be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED that upon the completion of the execution of the Agreement by all parties, that a copy of such agreement be kept on file by the County Clerk.

Passed, adopted and approved this 26th day of, April, 2011

ATTESTED:

W. D. Carrington

County Clerk

President, Jefferson County Commission

AGREEMENT BETWEEN THE STATE OF ALABAMA

AND THE JEFFERSON COUNTY COMMISSION

Project CMAQ-RW07()

High Line Rail Trail

Jefferson County, Alabama

SUPPLEMENTAL AGREEMENT NUMBER 1

PART ONE: INTRODUCTION

THIS AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and the Jefferson County Commission hereinafter referred to as COUNTY, in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA; and

WHEREAS, the STATE and the COUNTY entered into an agreement for the acquisition of the abandoned U.S. Steel's High Line Railroad right of way extending from Milstead Road in Fairfield, Alabama, south through Midfield, Alabama, to Wenonah Road in Birmingham, Alabama, for development of a multi-use trail in Jefferson County, Alabama on the 15th day of October, 2007; and

WHEREAS, the STATE and the COUNTY desire to amend the Agreement entered into on the 15th day of October, 2007, by execution of this supplemental agreement.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree that the foregoing agreement between the parties dated October 15, 2007, be and the same is hereby amended in the following respects:

PART THREE: MISCELLANEOUS PROVISIONS, Paragraph D, Termination, is hereby amended by substituting:

D. Either party has the right to terminate this Agreement at any time by giving thirty (30) days written notice of termination. Said notice will be mailed by certified or registered mail.

PART THREE: MISCELLANEOUS PROVISIONS, Paragraph T. Expiration, is hereby deleted

Exhibits M and N are hereby attached to and made a part of this Agreement (on file in the Minute Clerk's office). All other and remaining provisions of the Agreement of October 15, 2007 shall remain the same.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officers, officials and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of the approval of the Governor of Alabama.

ATTEST:

THE JEFFERSON COUNTY COMMISSION

County Clerk

W. D. Carrington, As President

APPROVED AS TO FORM:

BY: Jim R. Ippolito, Jr.

Chief Counsel

Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

Brian C. Davis, Division Engineer

Robert J. Jilla, Multimodal Transportation Engineer

D.W. Vaughn, Chief Engineer

STATE OF ALABAMA ACTING BY AND THROUGH THE

ALABAMA DEPARTMENT OF TRANSPORTATION

John R. Cooper, Transportation Director

The foregoing Agreement is hereby executed in the name of the State of Alabama and signed by the Governor on this day of , 20
Robert Bentley

Governor, State of Alabama

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

Apr-26-2011-279

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the attached Professional Services Contract between Jefferson County and David P. Mullins, MAI for appraisal services on Patton Chapel Road - Phase I - Tract No. 5 for Circuit Court. The amount of this contract is Eight Thousand Dollars (\$8, 000.00).

PERSONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 14th day of April, 2011, by and between Jefferson County, Alabama, hereinafter called "the County", and David P. Mullins, MAI, hereinafter called "the Contractor". The effective date of this agreement shall be April 14, 2011.

WHEREAS, the County desires to contract for appraisal services for the Right of Way Division of the Roads and Transportation Department, hereinafter called "ROW"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: The Contractor shall perform all necessary appraisal services provided under this Contract as required by the ROW. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the appraisal of certain properties necessary to complete the Patton Chapel Road Project No. STPBH-7020(600).
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional appraisal services to the Commission at any time after the effective date of this Contract. This agreement shall become effective on April 14th, 2011 and shall terminate upon completion of court work.
4. COMPENSATION: Contractor shall be compensated for services rendered as follows:
\$4,500.00 per appraisal for commercial appraisals
\$200.00 per hour for Court Time, depositions and related meetings if necessary
Total cost of appraisals work performed under this contract is not to EXCEED \$8,000.00 plus any court time payable per submission of an approved invoice. All amounts due to the Contractor shall be paid on a net 30 day basis.
5. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.
6. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
7. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
8. TERMINATION OF CONTRACT: This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.
9. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
10. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
11. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's

Compensation Acts as required and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date.

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

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

14. NON-ASSIGNMENT CLAUS: No portion of this contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of the County. Should County authorize Contractor to subcontract (assign) any portion of this contract, Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Contractor must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub contractor. Failure to comply with these requirements in whole or in part will result in termination of the contract and/or legal ramifications, due to nonperformance.

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

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

CONTRACTOR
David Mullins, MAI

JEFFERSON COUNTY, ALABAMA
W. D. Carrington, President
Jefferson County Commission

DIRECTOR/COUNTY ENGINEER
E. Wayne Sullivan

ATTESTS:

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

Apr-26-2011-280

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Director of Roads and Transportation and the Director of Environmental Services, the President of the Commission is hereby authorized to execute the attached Right of Way Deed for Chapel Lane Extension Project @ Patton Creek Waste Water Treatment Plant Site to the City of Hoover in exchange for Seventy Five Thousand and NO/100 Dollars (\$75,000.00).

RIGHT OF WAY DEED (ROAD)
Project Name: Chapel Lane Extension

ENGINEERING 469
Tract 1. Jefferson County
THIS INSTRUMENT PREPARED BY:
Charles S. Wagner
Room 280 Courthouse
716 Richard Arrington Jr. Blvd. N.
Birmingham., AL 35203

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of SEVENTY FIVE THOUSAND AND NO/100 (\$75,000.00) cash in hand paid by the CITY OF HOOVER, ALABAMA (Grantee), the receipt and sufficiency of which is hereby

acknowledged, the undersigned, JEFFERSON COUNTY, a political subdivision of the STATE OF ALABAMA (Grantor), does hereby grant, bargain, sell and convey unto the said CITY OF HOOVER, ALABAMA, its successors and assigns, a right-of-way for a public highway or public road and appurtenances thereto, including drainage facilities. Said right-of-way being located in the CITY OF HOOVER, ALABAMA and more specifically described as follows, to-wit:

Legal Description:

Parcel 1

Commence at a 3" Capped Pipe Found at the Southeast Corner of Section 14, Township 19 South, Range 3 West; thence run North along the East Line of Section 14, Township 19 South, Range 3 West, for a distance of 1339.00 feet to a point; thence leaving said East Line, turn an angle left of 90° 00'00" and run westerly a distance of 998.97 feet to the Point of Beginning of the parcel herein described; thence turn an angle right of 46° 57' 50" and run northwesterly for a distance of 56.42 feet to a point; thence turn an angle left of 3° 03' 35" and run northwesterly a distance of 94.39 feet to a point; thence turn an angle right of 2°15' 25" and run northwesterly a distance of 73.35 feet to a point on the present southerly right-of-way of I-459; thence turn an angle right of 93° 30' 55" and run along said right-of-way for a distance of 186.83 feet to a point; thence leaving said present right-of-way, turn an angle right of 119° 09' 02" and run southerly a distance of 254.00 feet to a point; thence turn an angle right 88° 19'24" and run westerly a distance of 9.17 feet to the Point of Beginning; said parcel containing 21,418 Square Feet (0.49 acres) more or less.

Parcel 2

Commence at a found 3" capped pipe being the Southeast corner of Section 14, Township 19 South, Range 3 West and run northerly along the east ¼ - ¼ section line for a distance of 1958.17 feet; thence turn left an angle of 90°00'00" and run westerly for a distance of 1270.59 feet; thence turn left an angle 103°50'35" and run southeasterly for a distance of 36.74 feet; thence turn an angle of 180°00'00" and run northwesterly for a distance of 36.74 feet to the Point of Beginning of a right of way of variable widths being bound on the southwesterly side by a line lying 70 feet southwesterly of and parallel to the following described line and bound on the northeasterly side by the existing right of way of I-459; thence continue northwesterly for a distance of 42.86 feet to the point of beginning of a curve to the left having a central angle of 44°07'21" and a radius of 700 feet. At this point the right of way is bound on the southwesterly side by a line being 70 feet southwesterly of centerline at this point and running straight to a point lying 70 feet southwesterly of centerline, 220.40 feet ahead; thence run northwesterly along the arc of said curve for a distance of 8.96 feet. At this point the right of way is bound on the northeasterly side by a line being 90 feet northeasterly of centerline at this point and running straight to a point lying 90 feet northeasterly of centerline, 211.44 feet ahead; thence continue along the arc of said curve for a distance of 211.44 feet. At this point the right of way is bound on the northeasterly side by a line being 90 feet northeasterly of centerline at this point and running straight to a point lying 90 feet northeasterly of centerline, 200 feet ahead and bound on the southwesterly side by a line being 70 feet southwesterly of and increasing to a point 90 feet southwesterly of, 200 feet ahead; thence continue northwesterly along the arc of said curve for a distance of 200 feet. At this point the right of way is bound on the southwesterly side by a line being 90 feet southwesterly of centerline at this point and running straight to a point lying 90 feet southwesterly of centerline, 118.66 feet ahead and bound on the northeasterly side by a line being 90 feet northeasterly of at this point and increasing to a point 110 feet, 346.81 feet ahead; thence continue northeasterly along the arc of said curve for a distance of 118.66 feet to the end of said curve. At this point the right of way is bound on the southwesterly side by a line being 90 feet southwesterly of and decreasing to a point 80 feet southwesterly of, 228.15 feet ahead; thence run northwesterly along the extended tangent for a distance of 228.15 feet to the point of beginning of a curve to the left having a central angle of 5°02'20" and a radius of 4000 feet. At this point the right of way is bound on the southerly side by a line being 80 feet southerly of at this point and increasing to a point 85 feet southerly of, 103.19 feet ahead and being bound on the northerly side by a line being 110 feet northerly of centerline at this point and running straight to a point lying 110 feet northerly of centerline 253.19 feet ahead; thence run northwesterly along the arc of said curve for a distance of 103.19 feet. At this point the right of way is bound on the southerly side by a line being 85 feet southerly of at this point and increasing to a point 95 feet southerly of, 50 feet ahead; thence continue northwesterly along the arc of said curve for a distance of 50 feet. At this point the right of way is bound on the southerly side by a line being 95 feet southerly of at this point and decreasing to a point being 75 feet southerly of, 100 feet ahead; thence continue northwesterly along the arc of said curve for a distance of 100 feet. At this point the right of way is bound on the southerly side by a line being 75 feet southerly of at this point and decreasing to a point 65 feet southerly of, 40 feet ahead and bound on the northerly side by a line being 110 feet northerly of at this point and decreasing to a point 60 feet northerly of, 98.58 feet ahead; thence continue northwesterly for a distance 40 feet. At this point the right of way is bound on the southerly side by a line being 65 feet southerly of at this point and decreasing to a point 60 feet southerly of, 58.58 feet ahead; thence continue along the arc of said curve for a distance of 58.58 feet and the end of said curve, this point being Point A for future reference. At this point the right of way is bound on the southerly side by a line being 60 feet southerly of at this point and decreasing to a point 40 feet southerly of 201.42 feet ahead and bound on the northerly side by a line being 60 feet northerly of and decreasing to a point 55 feet northerly of 201.42 feet ahead; thence run northwesterly along extended tangent for a distance of 201.42 feet. At this point the right of way is bound on the southerly side by a line lying 40 feet southerly of and parallel to the following described line and being bound on the northerly side by a line being 55 feet northerly of at this point and decreasing to a point

40 feet 250.91 feet ahead; thence continue northwesterly for a distance of 250.91 feet to the point of beginning of a curve to the right having a central angle of 24°47'56" and a radius of 775 feet, being Point B for future reference. At this point the right of way is bound on the northerly side by the northerly property line of the grantor; thence run northwesterly along the arc of said curve for a distance of 37.18 feet, more or less to the prescriptive right of way of Al Seier Road and the end of this parcel of right of way. Said parcel containing 245,108 Square Feet (5.63 acres) more or less.

Parcel 3

Commence at Point B as described in parcel 2 above and run northwesterly along the arc of the said curve for a distance of 37.18 feet to the centerline of Al Seier Road: thence turn an angle left 90°00'00" and run southerly a distance of 3.80 feet to the point of beginning of a curve to the left having a central angle of 17°21'57" and a radius of 400 feet; thence run southerly along the arc of said curve for a distance of 39.14 feet to the Point of Beginning of a right of way of variable widths being bound on the westerly side by the prescriptive right of way of Al Seier Road and being bound on the easterly side by a line being 58.92 feet easterly of at this point and decreasing to a point 55 feet easterly of, 57.05 feet ahead; thence continue southerly along the arc of said curve for a distance of 57.05 feet. At this point the right of way is bound on the easterly side by a line being 55 feet easterly of centerline at this point and running straight to a point lying 55 feet easterly of centerline, 200 feet ahead; thence continue southerly along the arc of said curve for a distance of 25.04 feet to the end of said curve; thence continue southeasterly along the extended tangent of said curve for a distance of 126.48 feet to the point of beginning of a curve to the right having a central angle of 0°25'53" and a radius of 20000 feet; thence run southerly along the arc of said curve for a distance of 48.48 feet. At this point the right of way is bound on the easterly side by a line being 55 feet of at this point and decreasing to a point 28.79 feet easterly of, 100 feet ahead; thence continue along the arc of said curve for a distance of 100 feet and the end of this parcel of right of way. Said parcel containing 8,283 Square Feet (0.19 acres) more or less.

Temporary Construction Easement

Commence at Point A, as described in parcel 2 above and run northwesterly along the tangent of aforementioned curve for a distance of 61.42 feet to the Point of Beginning of a temporary construction easement being bound on the northerly side by the right of way described in parcel 2 above and being bound on the southerly side by a line lying 85 feet southerly of and parallel to the following described line; thence run northwesterly for a distance of 65 feet to the end of this temporary construction easement.

All of said Right-of-Way and Temporary Construction Easement lies in the NE ¼ and NW ¼ of the SE ¼ and the SW of the NE ¼ of section 14, Township 19 South, Range 3 West and the right of way contains 274,809 Square Feet (6.31 Acres), more or less and the temporary construction easement containing 2,231 Square Feet (0.05 acres), more or less.

The temporary construction easement will terminate upon the completion and acceptance of said project and thereafter will constitute no cloud on the title of Grantor.

For the consideration aforesaid, the undersigned does grant, bargain, sell and convey unto said CITY OF HOOVER a road right-of-way over said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment of said road right-of-way, including the right of ingress to and egress from said strip and the right to cut and keep clear all trees, undergrowth and other obstructions on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip all subject to the RESTRICTIVE COVENANTS filed simultaneously herewith and incorporated by reference as if fully set forth herein. Grantee, CITY OF HOOVER, acknowledges that said RESTRICTIVE COVENANTS are intended to run with the land in perpetuity and are binding upon its successors in interest. (Copy attached hereto as Exhibit "A" for ease of reference.- on file in the Minute Clerk's office)

The undersigned covenant with said CITY OF HOOVER that the undersigned are seized in fee-simple of said premises and have a good right to sell and convey the same and that the same are free from all encumbrances, and the undersigned will warrant and defend the title to the afore granted road right-of-way from and against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this _____ day of _____, 20____.

ATTEST:
Minute Clerk

BY:
W. D. CARRINGTON, President
Jefferson County Commission

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Director of Roads and Transportation and the Director of Environmental Services, the President of the Commission is hereby authorized to execute the attached Brookwood Village Mall Sanitary Sewer Deed of Exchange of those certain Sanitary Sewer Easements as recorded in Instruments 200103/1306 and 200103/1309 in the Probate Office of Jefferson County, Alabama, for the correct right-of-way location as indicated in the said deed of exchange.

Brookwood Mall Sewer/
Brookwood Village Mall Sewer
right-of-way exchange

Colonial Realty Limited Partnership, a Delaware
limited partnership
City of Homewood, Alabama

Deed of Exchange

STATE OF ALABAMA)

JEFFERSON COUNTY)

THIS INSTRUMENT PREPARED BY:
James F. Henderson, Jr.
County Property Manager
A200 Courthouse
716 Richard Arrington Jr. Blvd N.
Birmingham, AL 35203

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of one and no/100's Dollars (\$1.00) cash in hand paid by Jefferson County, Alabama, the receipt whereof is hereby acknowledged, we, the undersigned, Colonial Realty Limited Partnership, a Delaware limited partnership, and the City of Homewood, Alabama, do hereby grant, bargain, sell and convey unto the said Jefferson County, Alabama, its successors and assigns, a right-of-way and easement for sanitary sewer purposes, including the installation and maintenance of sewer pipelines, underground and on the surface, and underground and surface support facilities, including stations, access points, stubouts and manholes, said right-of-way and easement being located in Jefferson County, Alabama and described as follows, to-wit:

A 20 foot wide Sanitary Sewer Right-of-Way for Brookwood Village Sanitary Sewer Line S-1 (Jefferson County Sanitary Sewer No. 9-40779), and Sanitary Sewer Line S-6 (Jefferson County Sewer No. 9-40790), which lies across Lot 1-A and Lot 1-C, Brookwood Village First Sector Resurvey No. 1, as recorded in Map Book 233, Page 48 in the office of the Judge of Probate of Jefferson County, Alabama, lying in the SW ¼ of the NE ¼ and the SE ¼ of the NW ¼ of Section 17, Township 18 South, Range 2 West, Jefferson County, Alabama, and being more particularly described as follows:

Commence at the Southeast corner of the S.E. 1/4 of the N.W. 1/4 of Section 17, Township 18 South, Range 2 West, Jefferson County, Alabama and run in a Northerly direction along the East line of said 1/4-1/4 section a distance of 1063.53 feet to a point at Land Tie Sta. 9+60.41 (Previously Land Tie Sta. 9+36.82 on existing Jefferson County Sanitary Sewer No. 9-40779 (Line S-1); thence 52°31'31" to the right in a Northeasterly direction a distance of 323.62 feet to the POINT OF BEGINNING of a 20 foot wide Sanitary Sewer Right-of-Way lying 10 feet to each side of, parallel to, and abutting the following described centerline; thence 180°00'00" to the right in a Southwesterly direction a distance of 333.56 feet to an existing sanitary sewer manhole; thence 0°04'17" to the right in a Southwesterly direction a distance of 72.57 feet to an existing sanitary sewer manhole; thence 5°08'47" to the right in a Southwesterly direction a distance of 130.89 feet to an existing sanitary sewer manhole; thence 28°15'05" to the left in a Southwesterly direction a distance of 156.28 feet to an existing sanitary sewer manhole; thence 23°04'08" to the right in a Southwesterly direction a distance of 163.60 feet to an existing sanitary sewer manhole; thence 23°17'27" to the right in a Southwesterly direction a distance of 129.70 feet to an existing sanitary sewer manhole; thence 22°57'36" to the left in a Southwesterly direction a distance of 112.58 feet to an existing sanitary sewer manhole; thence 89°44'34" to the right in a Northwesterly direction a distance of 130.26 feet to the North line of said Lot 1-C, also being the southerly right of way of Shades Creek Parkway and the POINT OF ENDING of the sanitary sewer right-of-way herein described.

Said of right-of-way contains 24,589 Sq. Ft. or 0.564 acres.

For the consideration aforesaid, the undersigned Colonial Realty Limited Partnership, a Delaware limited partnership, and the City of Homewood, Alabama, do grant, bargain, sell and convey unto Jefferson County, Alabama, the right and privilege of a perpetual use of said lands for public purpose, together with all rights and privileges necessary or convenient for the full enjoyment thereof, including the right of ingress to and egress from said strip and the right to cut and keep clear all trees, undergrowth and other obstructions on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip, and the right to prohibit the construction or maintenance of any improvement or obstruction (except fencing) or the placement of spoil or fill dirt and/or heavy equipment or heavy objects on, over, across or upon said area herein conveyed without the written permission of the Jefferson County Commission or its authorized agent.

The undersigned Colonial Realty Limited Partnership, a Delaware limited partnership, and the City of Homewood, Alabama, covenants with said Jefferson County, Alabama, that they are seized in fee-simple of said premises and have a good right to sell and convey the same and that the same are free from all encumbrances, and the undersigned will warrant and defend the title to the aforegranted strip of ground from and against the lawful claims of all persons whomsoever.

In consideration of one and no 100's dollars (\$1.00) and the above conveyance Jefferson County, Alabama, does hereby remise,

release, quit claim, and convey to the said Colonial Realty Limited Partnership, a Delaware limited partnership, and the said City of Homewood, Alabama, all rights, title, interest, and claim in or to the following described real estate, to-wit:

All that part of the following described sanitary sewer easements lying outside the sanitary sewer right-of-way conveyed to Jefferson County, Alabama, by this instrument:

Two parcels of sanitary sewer easement being more particularly described as follows:

A 20' Sanitary Sewer Right-of-Way for Brookwood Mall Sanitary Sewer Line S-1 (Jefferson County Sanitary Sewer No. 9-40779), as recorded in Instrument 200103/1309, in the Probate Office of Jefferson County, Alabama and a 20' Sanitary Sewer Right-of-Way for Brookwood Village Mall Sanitary Sewer Line S-6 (Jefferson County Sewer No. 9-40790) as recorded in Instrument 200103/1306, in the Probate Office of Jefferson County, Alabama, which lies across Lot 1-A, Lot 1-B and Lot 1-C, Brookwood Village First Sector Resurvey No. 1, as recorded in Map Book 233, Page 48 in the Office of the Judge of Probate of Jefferson County, Alabama, lying in the SW ¼ of the NE ¼ and the SE ¼ of the NW ¼ of Section 17, Township 18 South, Range 2 West, Jefferson County, Alabama.

Parcel No. 1, being recorded in said Instrument 200103/1306

A 20' sanitary sewer easement over and across a part of the N.W. 1/4, of Section 17, Township 18 South, Range 2 West, lying 10 feet on each side of the following described centerline:

Commence at the SE corner of the SE 1/4 of the NW 1/4 of Section 17; thence run in a Northerly direction along the West Line of said 1/4 - 1/4 section for a distance of 1063.53 feet to a point on an existing sanitary sewer, said point being Land Tie Sta. 9 + 36.82; thence with a deflection of 127° 28'29" left, run in a Southwesterly direction along the centerline of said existing sanitary sewer a distance of 9.94 feet to a point, said point being an existing sanitary manhole; thence with a deflection of 0° 4'17" right, run in a Southwesterly direction along the said existing sanitary sewer a distance of 72.57 feet to a point on the existing sanitary sewer, said point being a proposed sanitary sewer manhole, and also the POINT OF BEGINNING; thence with a deflection of 5° 8'47" right, run in a Southwesterly direction along the centerline of the proposed sanitary sewer a distance of 130.89 feet to a point, said point being a proposed sanitary manhole; thence with a deflection of 28° 15'5" left, run in a Southwesterly direction along the centerline of the proposed sanitary sewer a distance of 156.28' feet to a point, said point being a proposed sanitary manhole; thence with a deflection of 23° 4'9" right, run in a Southwesterly direction along the centerline of the proposed sanitary sewer a distance of 163.60' feet to a point, said point being a proposed sanitary manhole; thence with a deflection of 23° 17'27" right, run in a Southwesterly direction along the centerline of the proposed sanitary sewer a distance of 129.70' feet to a point, said point being a proposed sanitary manhole on the existing sanitary sewer line, being Sta. 2 + 97.43, also being the POINT OF ENDING.

Parcel No. 2, being recorded in said Instrument 200103/1309

A 20' sanitary sewer easement over and across a part of the NW 1/4 of Section 17, Township 18 South, Range 2 West, lying 10 feet on each side of the following described centerline:

Commence at the S.E. corner of the SE 1/4 of the NW 1/4 of Section 17; thence run in a Northerly direction along the West Line of said 1/4 - 1/4 section for a distance of 1063.53 feet to a point on an existing sanitary sewer said point being Land Tie Sta. 9 + 36.82; thence with a deflection of 52° 31'31" right, run in a Northeasterly direction along the centerline of said existing sanitary sewer a distance of 323.62 to the POINT OF BEGINNING; thence with a deflection of 180° right, run in a Southwesterly direction along the centerline of said existing sanitary sewer a distance of 323.56 feet to a point being an existing sanitary manhole; thence with a deflection of 0° 04'17" right, run in a Southwesterly direction along the said existing sanitary sewer a distance of 334.48 feet to a point being existing sanitary manhole; thence with a deflection of 0° 17'42" right, run in a Southwesterly direction along the centerline of said existing sanitary sewer a distance of 407.55 feet to a point being an existing sanitary sewer manhole; thence with a deflection of 89° 44'34" right, run in a Northwesterly direction along the centerline of said existing sanitary sewer a distance of 159.18 feet to a point; thence with a deflection of 34° 17'51" left, run in a Northwesterly direction along the centerline of said existing sanitary sewer a distance of 25.67 feet to an existing sanitary manhole being the POINT OF ENDING.

TO HAVE AND TO HOLD, to the said Colonial Realty Limited Partnership, a Delaware limited partnership, and to the said City of Homewood, Alabama, and to the said Jefferson County, Alabama heirs, successors and assigns forever.

Given under our hand and seal this 26th day of April, 2011.

COLONIAL REALTY LIMITED PARTNERSHIP, a Delaware limited partnership

BY: Colonial Properties Trust, an Alabama Real Estate Investment Trust

ITS: General Partner

BY: John L. Moss

ITS: Senior Vice President – Retail Division

CITY OF HOMEWOOD, ALABAMA

BY: Scott McBrayer, Mayor

City of Homewood

JEFFERSON COUNTY, ALABAMA

BY: W. D. Carrington, President
Jefferson County Commission

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

Apr-26-2011-282

BE PT 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. Wane Sullivan, P.E. Director/County Engineer
Department: Roads & Transportation
Date: April 11, 2011
Purpose: Payment to Faye S. Dement for Acquired Roadway and Utility Easement 0.08 acres, more or loss - Project No. STPBH7229(602) Tract No. 14 Tarrant Huffman Road
Site Address: 1813 Damon Circle Agent: Kay Stone
Price: \$2,680.00
Pay to the order of : Faye S. Dement
Mailing Address: 1813 Damon Circle
Birmingham, AL 35217

Fund #4022000000, Bus. Area 5100 - Object 514100 - Fund Center - 5100000000 - Functional Area THRO - WBS C.931.R.
Check Delivery Code 84

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

Apr-26-2011-283

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. Wane Sullivan, P.E. Director/County Engineer
Department: Roads & Transportation
Date: April 11, 2011
Purpose: Payment to Tester Cook, Jr. and Karen Cook for Acquired Roadway and Utility Easement 0.02 acres, more or less; Project No. STPBH-7229 (602) Tract 39 -Tarrant Huffman Road
Site Address: 1734 Enfield Street Agent: Kay Stone
Price: \$1,190,00
Pay to the order of: Tester Cook, Jr. and Karen Cook
Mailing Address: 1734 Springfield Street
Tarrant, AL 35217

Fund #4022000000, Bus. Area 5100 - Object 514100 - Fund Center - 5100000000 - Functional Area THRO - WBS C.931.R.
Check Delivery Code 84

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

Apr-26-2011-284

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: April 12, 2011
Purpose: Payment to George D. Bynum for Acquired Right-of-Way 0.06 acres, more or less and 0.04 acres, more or less of Roadway Utility Easement - Project No. STPBH-7229(602) Tract No. 18 - Tarrant Huffman Road Project Site Address: 1808 Linthicum Lane Agent: Kay Stone
Price: \$4,500.00
Pay to the order of: George D. Bynum
Mailing Address: 2229 Mill Run Circle
Birmingham, AL 35226

Fund #4022000000, Bus. Area 5100 - Object 514100 - Fund Center - 5100000000 - Functional Area THRO - WBS C.931.R.
Check Delivery Code 84

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

Apr-26-2011-285

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: April 7, 2011
Purpose: Payment to Chris K.A. Sisson-Sisson Properties, LLC for Acquired Roadway and Utility Easement 0.07 acres, more or less; Project No. STTBH-7229(602) Tract 16 -Tarrant Huffman Road Site Address: 1816 Etowah Circle Agent: Kay Stone
Price: \$2,350.00
Pay to the order of Chris K.A. Sisson/Sisson Properties, LLC
Mailing Address: 1890 Tall Timbers Drive
Birmingham, AL 35226

Fund #4022000000, Bus. Area 5100 - Object 514100 - Fund Center - 5100000000 - Functional Area THRO - WBS C.931.R. Check Delivery Code 84

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

Apr-26-2011-286

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: April 11, 2011
Purpose: Payment to John V. Hall, Jr. for Acquired Right-of-Way 0.044 acres, more or less and 0.01 acres, more or less of Roadway Utility Easement - Project No. STPBH-7229(602) Tract No. 23 -Tarrant Huffman Road Project

Site Address: 1837 Linthicum Circle Agent: Kay Stone

Price: \$2,430.00
Pay to the order of: John V. Hall, Jr.
Mailing Address: 1837 Linthicum Circle
Birmingham, AL 35217

Fund #4022000000, Bus. Area 5100 - Object 514100 - Fund Center - 5100000000 - Functional Area THRO - WBS C.931-R. Check Delivery Code 84

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

Apr-26-2011-287

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: April 8, 2011
Purpose: Payment to David E. Vaught, Jr. for Acquired Right-of-Way
0.069 acres, more or less and 0.005 acres, more or less of Roadway/Utility Easement-Project No. STPBH-7229(602) Tract No. 26 - Tarrant Huffman Road Site Address: 1824 Mountain Circle
Agent: Kay Stone
Price: \$3,330.00
Pay to the order of: David E. Vaught, Jr.
Mailing Address: P.O. Box 176247
Birmingham, AL 35217

Fund #4022000000, Bus. Area 5100 - Object 514100 - Fund Center - 5100000000 - Functional Area THRO - WBS C.931.R. Check Delivery Code 84

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

Apr-26-2011-288

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: April 7, 2011
Purpose: Payment to Willie Reno Wren, Jr. and Amy Wren for Acquired Right of way 0.08 acres, more or less and 0.03 acres, more or less, of Roadway and Utility Easement Project No. STPBH-7229(602)
Tract 30 -Tarrant Huffman Road Site Address: 1849 Springfield Street Agent Kay Stone
Price: \$4,950.00
Pay to the order of: Willie Reno Wren, Jr. and Amy Wren
Mailing Address: 1849 Springfield Street
Birmingham, AL 35217

Fund #4022000000, Bus. Area 5100 - Object 514100 - Fund Center - 5100000000 - Functional Area THRO - WBS C.931.R. Check Delivery Code 84

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

Stephens, Brown, Bowman, Carrington and Knight.

Apr-26-2011-289

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: April 12, 2011
Purpose: Payment to Ramona Tribble for Acquired Right of Way, 0.05 acres, more or less, 0.04 acres, more or less for drainage easement, 0.07 acres, more or less for the roadway/utility easement and the temporary construction easement contains 0.02 acres, more or less - Project No. STPBH-7229(602) Tract No. 42 Tarrant Huffman Road - Site Address: 1741 Enfield Street Agent: Rick Turner
Price: \$8,770.00
Pay to the order of: Ramona Tribble
Mailing Address: 1741 Enfield Street
Birmingham, AL 35217

Fund #4022000000, Bus. Area 5100 - Object 514100 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.931.R.

Check Delivery Code 84

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

Apr-26-2011-290

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: April 12, 2011
Purpose: Payment to Georgia E. Faulk for Acquired Roadway and Utility Easement 0.02 acres, more or less - Project No. STPBH-7229(602) - Tract No. 13 -Tarrant Huffman Road Project
Site Address: 1816 Damon Circle Agent: Kay Stone
Price: \$6,700.00
Pay to the order of: Georgia E. Faulk
Mailing Address: 1816 Damon Circle
Birmingham, AL 35217

Fund #4022000000, Bus. Area 5100 - Object 514100 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.931.R.

Check Delivery Code 84

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

Apr-26-2011-291

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: April 13, 2011
Purpose: Payment to R. V. Lucas, Jr. and Velma Y. Lucas for Acquired Roadway and Utility Easement 0.053 acres,
more or less Project No. STPBH-7229(602) Tract 15 -Tarrant Huffman Road
Site Address: 1812 Etowah Circle Agent: Kay Stone
Price: \$1,780.00
Pay to the order of: R. V. Lucas, Jr. and Velma Y. Lucas
Mailing Address: 1812 Etowah Circle
Birmingham, AL 35217
Fund #4022000000, Bus. Area 5100 - Object 514100 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.931.R.
Check Delivery Code 84

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

Apr-26-2011-292

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: April 13, 2011
Purpose: Payment to Thu and Thang Nguyen for Acquired Roadway/Utility Easement, 0.08 acres, more or less
Project No. STPBH-7229(602) Tract 41 -Tarrant Huffman Road
Site Address: 1740 Enfield Street Agent: Rick Turner
Price: \$3,600.00
Pay to the order of: Thu and Thang Nguyen
Mailing Address: 1740 Enfield Street
Birmingham, AL 35217

Fund #4022000000, Bus. Area 5100 - Object 514100 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.931.R.
Check Delivery Code 84

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

Apr-26-2011-293

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: April 13, 2011
Purpose: Payment to Donald R. and Bertha J. Capps for Acquired Roadway and Utility Easement 0.10 acres, more or
less - Project No. STPBH-7229(602) Tract No. 40 - Tarrant Huffman Road
Site Address: 1738 Enfield Street Agent: Rick Turner
Price: \$5,920.00
Pay to the order of: Donald R. and Bertha J. Capps
Mailing Address: 1738 Enfield Street
Birmingham, AL 35217

Fund #4022000000, Bus. Area 5100 - Object 514100 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.931.R.

Check Delivery Code 84

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

Apr-26-2011-294

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. Wavne Sullivan, P.E. Director/County Engineer
Department: Roads & Transportation
Date: April 8, 2011
Purpose: Payment to Essie Johnson for Acquired Right of Way 0.051 acres, more or less - Project No. STPBH-7229(602)
Tract No. 25 - Tarrant Huffman Road Project Site Address: 1820 Mountain Circle
Agent: Kay Stone
Price: \$2,300.00
Pay to the order of: Essie Johnson
Mailing Address: 1820 Mountain Circle
Birmingham, AL 35217

Fund #4022000000, Bus. Area 5100 - Object 514100 - Fund Center - 5100000000 - Functional Area THRO - WBS C.931.R. Check Delivery Code 84

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

Office of Senior Citizen Services - For Information Only

Barbara Shores Martin shall be appointed as Acting Director of the Office of Senior Citizen Services pending development of procedures to implement Alabama Act 2011- 70.

Resolution authorizing execution of an agreement for aggregation and filing services with Ingenix Consulting in the amount of \$46,000.00 for the 2010 & 2011 retiree plans (HR Department) was tabled.

Apr-26-2011-295

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute the necessary signature card with Regions Bank to delete the name of Bettye Fine Collins and substitute therefore the name of David Carrington as a signatory for the purpose of signing reimbursement checks pursuant to the Jefferson County Salary Enhancement and Flexible Spending Account Plans.

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

Apr-26-2011-296

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the General Retirement System take the following action:

Jonathan B. Lowe, Sheriff's Office was granted a military leave of absence from February 12, 2011 to February 19, 2011 and the amount of pension contributions due Jonathan B. Lowe is \$38.04 plus the County matching contributions of \$38.04 for a total of \$76.08.

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

Apr-26-2011-297

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that a letter be sent to the Blount County Commissioners opposing the creation of a solid waste dump in the Town of County Line.

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

Apr-26-2011-298

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-2009-024 The Hometown Bank of Alabama & Rudd Development, LLC, owners; Frank E. Humber, agent. Renewal of change of zoning on Parcel ID# 9-30-2-0-40, 41 & 42 Lots 1, 2 & 3, Survey of Rudd Corners in Section 30 Twp 15 Range 1 West from A-1 (Agriculture) to C-1 (Commercial) for an additional two (2) years for a bank and retail sales. (Site Only: 6815 Highway 79, Pinson, AL 35126) (PINSON) (7.7 Acres M/L) (Z-07-014 reverted 5/22/2009)

On June 16, 2009, this case was tentatively APPROVED WITH COVENANTS as follows:

1. this property shall be developed in substantial conformance to the submitted site plan, with any future development subject to prior approval by the Planning & Zoning Commission. 2. a right turn lane from Highway 79 (as approved by the Alabama Department of Transportation) shall be provided; 3. a left turn lane and/or right turn lane may be required on Rudd School Road, at the discretion of the Director of the Jefferson County Department of Roads and Transportation; and, 4. the zoning of this property shall revert back to its original zoning, A-1 (Agriculture), if development is not implemented within one (1) year. This means there must be some kind of substantive permanent physical improvement installed on/in the property, in accordance with plans approved by all appropriate departments and agencies, by the end of the day June 16, 2011. If not, the property will automatically revert; the proposed development will no longer be a permitted use; and a re-zoning of the property will be necessary before any further work can be done on the development in question, as no further extensions shall be considered for this property. Also, please note that simply having approved plans, a building permit, clearing the site of vegetation or even performing excavation on the property does not satisfy this requirement: there must be actual construction underway on the site.

Z-2010-027 BancorpSouth, owner; Earl H. Tharp, agent. Change of zoning on parcel ID#'s 28-34-1-3-8.4, 8.5, 8.6, 8.7, 8.8, 8.9, and 28-34-2-0-15.3 in Section 34 Twp 18 Range 2 West from E-2 (Estate) to INSTITUTIONAL-1 for church parking and future expansion. (Case Only: 4657 Caldwell Mill Road, Birmingham, AL 35242) (ALTADENA) (4.6 acres M/L)

RESTRICTIVE COVENANTS:1. all aspects of the development pertaining to the crosswalk shall meet the specifications of the Department of Roads and Transportation, including its location, design, construction, signage, striping, signals, etc; and, 2. all construction plans for improvements on this property shall be subject to review and approval by the Department of Environmental Services.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that Z-2009-024 and Z-2010-027 be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

Apr-26-2011-299

WHEREAS, the polling location of Wenonah Elementary School (Precinct 5715) located at 3008 Wilson Road, SW, Birmingham, AL 35221, needs to be relocated due to the closing of the school; and

WHEREAS, Wenonah High School, located at 2916 Wilson Road SW, Birmingham, AL 35221 has enough space and parking to accommodate all voters and the distance between both schools is less than one mile.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Board of Registrars to move the polling location of Wenonah Elementary School to the Wenonah High School, be and hereby is approved.

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

Apr-26-2011-300

WHEREAS, the polling location of Baptist Church of the Covenant (Precinct 5210) located at 2115 University Boulevard, Birmingham, AL 35233, no longer wishes to use their facility as a polling location; and

WHEREAS, Highland Park Golf Course, located at 3300 Highland Avenue, Birmingham, AL 35205, has enough space and parking to accommodate all voters.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Board of Registrars to move the polling location of Baptist Church of the Covenant to Highland Park Golf Course, be and hereby is approved.

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

Apr-26-2011-301

WHEREAS, the polling location of Mount Olive Elementary School (Precinct 1501) located at 1301 Brookside Road, Mount Olive, AL 35117, no longer wishes to use their facility as a polling location; and

WHEREAS, Mount Olive Community Center located at 2684 Mount Olive Road, Mount Olive, AL 35117 has better access, more parking and handicapped parking to accommodate all voters and the distance between the two locations is about one mile.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Board of Registrars to move the polling location of Mount Olive Elementary School to Mount Olive Community Center, be and hereby is approved.

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

Apr-26-2011-302

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Jon B. Terry to serve in Place #2 of the Warrior River Water Authority Board of Directors, for a six year term ending March 4, 2017, be and hereby is approved.

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
4/26/2011

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	DocNo
DISTRICT 1	1000193	JEFFERSON CO TREASURER	EDUCATION/SAM'S PIGGLY WIGGLY/YELLOWCAB/BRESCO	CGH: DIETARY	766.56	1900049422
DISTRICT 1	1000193	JEFFERSON CO TREASURER	HANGERS FOR DRYING CLOTHES IN THE MORGUE	CORONER/MED EXAMINER	156.06	1900049601
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE/PROPERTY OF DECEDENT	CORONER/MED EXAMINER	21.50	1900049474
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE FOR SEWER BILLING MAILOUT	GEN SVCS: ADMIN	70.84	1900049575
DISTRICT 1	1000240	GIATTINA FISHER AYCOCK	REIMBURSABLE EXPENSES	GEN SVCS: ADMIN	401.58	1900049597
DISTRICT 1	1003495	ANDREA BOWIE	REIMB PROFESSIONAL LIABILITY INSURANCE	CGH: ADMIN	107.50	1900049093
DISTRICT 1	1020176	THOMAS BOOKER	REFUND FOR LILLIE BOOKER-EXPIRED RESIDENT	CO HOME: BUSINESS OFFICE	673.42	1900049584
DISTRICT 1	1022016	BARBARA SHARRITT	REFUND FOR OPAL THRIFT-EXPIRED RESIDENT	CO HOME: BUSINESS OFFICE	1,201.95	1900049583
DISTRICT 1	1022882	RITA RODRIQUEZ	TRAVEL REIMBURSEMENT	GEN SVCS: E911 DISPATCH	236.22	1900049453
DISTRICT 1	1024867	JACKIE GALAMORE	REFUND FOR PRESTON LAWLEY-EXPIRED RESIDENT	CO HOME: BUSINESS OFFICE	274.36	1900049591
DISTRICT 1	1026212	MARY BRASHER	REFUND FOR ELIZABETH CLIFTON-EXPIRED RESIDENT	CO HOME: BUSINESS OFFICE	1,540.63	1900049580
DISTRICT 1	1027492	FANNY REEDY	REFUND FOR FANNIE REEDY-DISCHARGED RESIDENT	CO HOME: BUSINESS OFFICE	526.60	1900049579
DISTRICT 1	1027493	PAY TO RUSSELL HAMRICK	REFUND FOR ALTON HAMRICK	CO HOME: BUSINESS OFFICE	514.70	1900049586
DISTRICT 1	1027495	CLEO CRUMPTON	REFUND FOR CLEO CRUMPTON-DISCHARGED RESIDENT	CO HOME: BUSINESS OFFICE	323.35	1900049587
DISTRICT 1	1027496	STELLA OVERTON	REFUND FOR STELLA OVERTON-DISCHARGED RESIDENT	CO HOME: BUSINESS OFFICE	362.71	1900049581
DISTRICT 1	1027497	SHARLYNE SWEIGARD	REFUND FOR SHARLYNE SWEIGARD	CO HOME: BUSINESS OFFICE	386.31	1900049582
DISTRICT 1	1027498	ELIZABETH LOVOY	REFUND FOR RODNEY WALLACE-EXPIRED RESIDENT	CO HOME: BUSINESS OFFICE	1,120.58	1900049589
DISTRICT 1	1027503	HENRY HINES JR	REFUND FOR EDITH HINES-EXPIRED RESIDENT	CO HOME: BUSINESS OFFICE	469.57	1900049588
DISTRICT 1	1027504	MARY MCCULLOUGH REFUND	FOR MARY MCCULLOUGH-DISCHARGED RESIDENT	CO HOME: BUSINESS OFFICE	1,163.79	1900049585
DISTRICT 1	1027599	ESTATE OF EUNICE EVANS	REFUND FOR EUNICE EVANS-EXPIRED RESIDENT	CO HOME: BUSINESS OFFICE	3,159.20	1900049590
*DISTRICT 1					13,477.43	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL FOR B. THOMAS - TRAFFIC DIVISION	R&T: TRAFFIC ENGINEERING	20.00	1900049569
DISTRICT 2	1000193	JEFFERSON CO TREASURER	FUEL, VEHICLE TAG, ANTIFREEZE TESTER	FLEET MGMT: ADMIN	146.78	1900049568
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL, EXPLOSIVE MATERIALS, LUMBER	R&T: HIWY MAINT-BESS	310.33	1900049607
DISTRICT 2	1000193	JEFFERSON CO TREASURER	MINI FD 4GB CARDS & CLEANING PADS	R&T: HIWY MAINT-KETONA	60.60	1900049577
DISTRICT 2	1000193	JEFFERSON CO TREASURER	TOOL BOX FOR GREASE TRUCK	R&T: HIWY MAINT-KETONA	14.96	1900049516
DISTRICT 2	1000194	GENERAL RETIREMENT SYS	CHRISTOPHER M. BUTTS - MILITARY CONVERSION	R&T: HIWY ENG & CONST	1,296.66	1900049593
*DISTRICT 2					1,849.33	
DISTRICT 3	1000128	JEFF CO DEPUTY TREASURER	RECORDED LEVIES - BESSEMER ENFORCEMENT	SHER ENFORCE-BESS	30.00	1900048309
DISTRICT 3	1000128	JEFF CO DEPUTY TREASURER	PROBATED LEVIES/BESS. CIVIL DIVISION	SHERIFF ENFORCE-BHAM	15.00	1900048934
DISTRICT 3	1000128	JEFF CO DEPUTY TREASURER	RECORDING FEE FOR PROBATE COURT	SHER ENFORCE-BESS	10.00	1900049599
DISTRICT 3	1000128	JEFF CO DEPUTY TREASURER	RECORDED LEVIES - BESSEMER ENFORCEMENT	SHER ENFORCE-BESS	20.00	1900050000
DISTRICT 3	1000193	JEFFERSON CO TREASURER	ID CLIPS	SHER CORRECT-BHAM	75.00	1900049449
DISTRICT 3	1000194	GENERAL RETIREMENT SYS	GEOFFREY L. PARKER -MILITARY CONVERSION	SHERIFF ENFORCE-BHAM	2,245.40	1900049689
DISTRICT 3	1000194	GENERAL RETIREMENT SYS	JOHN LEON JR.-MILITARY CONVERSION	SHERIFF ENFORCE-BHAM	1,645.44	1900049693
DISTRICT 3	1000194	GENERAL RETIREMENT SYS	JONATHAN LOWE-MILITARY CONVERSION	SHER CORRECT-BHAM	258.66	1900049694
DISTRICT 3	1000194	GENERAL RETIREMENT SYS	KENNETH BAILEY-MILITARY CONVERSION	SHER ENFORCE-BESS	3,474.40	1900049695
DISTRICT 3	1000194	GENERAL RETIREMENT SYS	WILLIAM MCANALLY-MILITARY CONVERSION	SHERIFF ENFORCE-BHAM	2,007.18	1900049690
DISTRICT 3	1000194	GENERAL RETIREMENT SYS	CARL BENEFIELD -MILITARY CONVERSION	SHERIFF ENFORCE-BHAM	2,775.62	1900049692
DISTRICT 3	1000548	CITY OF VESTAVIA HILLS	09 SMA GRANT REIMBURSEMENT - VESTIVIA HILLS FIRE	EMA	1,269.14	1900049450
DISTRICT 3	1001046	BUREAU OF NATL AFFAIRS	10658908/CUST #228057 PAYROLL LIBRARY ON CD	PAYROLL	2,089.00	1900049697
DISTRICT 3	1001598	THE BIRMINGHAM NEWS	PUBLICATION OF YEAR END RECEIPTS & DISBURSE	FINANCE ADMIN	1,155.00	1900050019
DISTRICT 3	1003144	HOMEWOOD FIRE & RESCUE	08 SMA GRANT REIMBURSEMENT - HOMEWOOD FIRE	EMA	5,132.30	1900049451
*DISTRICT 3					22,202.14	
DISTRICT 4	1006265	HORACE WALKER	TRAVEL REIMB - HW E340: RAD EMG PRPD PRG & PLNNG	EMA	195.19	1900049510
DISTRICT 4	1027619	CHARLIE FELDER	PERMIT 100299B - NOT DOING JOB - HIRED CONTRACTOR	INSPECTION SERVICES	1,195.00	1900049688
*DISTRICT 4					1,390.19	
DISTRICT 5	1001216	ANNE-MARIE ADAMS/CLERK	ORDER CV 08902576	COUNTY ATTORNEY	892.26	1900049768
DISTRICT 5	1027596	GARY B DECKER	RETREE DENTAL INSURANCE PREMIUM REFUND	HUMAN RESOURCES ADMIN	58.08	1900049600
*DISTRICT 5					950.34	
**					39,869.43	

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

STAFF DEVELOPMENT

Multiple Staff Development

Sheriff Office (20 participants)

Veverit W. Tice	\$1,143.41
Anthony Pippen	\$1,143.41
James Perry	\$1,143.41
Gregory Reeves	\$1,143.41
Aarion Powell	\$1,143.41
Calvin Avery	\$1,143.41
Byron D. Jackson	\$1,143.41
Ralph L. Bryant, Jr.	\$1,143.41
Mary W inston	\$1,143.41
Douglas D. Corder	\$1,143.41
Ashondra Jackson	\$1,143.41
Kenneth James	\$1,143.41
David M. Lawrence	\$1,143.41
George R. McCresess, Sr.	\$1,143.41
George R. McCreless, Jr.	\$1,143.41
Jeanie M. Miller	\$1,143.41
Terry Miller	\$1,143.41
James D. Reed	\$1,143.41
Samuel Watson	\$1,143.41

David Thompson TAASRO Safe Schools Training Conference Gulf Shores, AL - June 5-10, 2011	\$1,143.41
Sheriff's Office (2 participants) David W. Thompson	\$1,215.72
James Perry	\$1,715.72
2011 21 st Annual School Safety Conference Orlando, FL - June 25 - July 1, 2011	
Office of Senior Citizen Services (6 participants) Reimbursement to JCCOA for registration for participants to attend Alzheimer's training Tuscaloosa, AL - March 10-11, 2011	\$925.99
<u>Individual Staff Development</u>	
Board of Equalization Jane Mardis	\$202.08
AAAO 2010 Winter Educational Seminar Auburn, AL - February 23-24, 2011	
Cooper Green Mercy Hospital Glen Thompson	\$1,147.40
Amerinet Annual Meeting Orlando, FL - May 9-12, 2011	

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

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REVENUE CHANGES

- (1) Jefferson Rehabilitation & Health Center \$230,000
Shift funds from regular salaries to cover contract nursing to cover temporary staffing contracts.
- (2) Jefferson Rehabilitation & Health Center \$20,000
Shift funds from regular salaries to cover contract nursing to cover temporary staffing contracts.

B. OTHER BUDGET TRANSACTIONS

- (3) Information Technology \$325,000
Shift funds to lease Unisys mainframe and other data processing equipment.

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

REQUEST FOR CERTIFICATION

Cooper Green Mercy Hospital - Geri Psych
Patient Care Technician - 2 positions
Cooper Green Mercy Hospital - Respiratory Care
Respiratory Therapy Technician - 2 positions

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

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)

For Week of 3/31/11- 04/06/11

RECOMMENDED FOR:

1. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM THOMPSON TRACTOR, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR TRACTOR PARTS AND REPAIRS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 2000049285 \$3,600.00 TOTAL
2. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM THOMPSON TRACTOR, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/10 - 9/30/11. SAP PURCHASE ORDER # 2000049077 \$3,600.00 TOTAL
3. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM S & S TIRE, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE FOR TIRES AND REPAIRS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/10 - 9/30/11. SAP PURCHASE ORDER # 2000048959 \$2,800.00 TOTAL
4. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM NEXTRAN TRUCK CENTER, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR VEHICLE PARTS AND REPAIRS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 2000049149 \$2,100.00 TOTAL
5. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM GCR TRUCK TIRE CENTERS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR TIRE RECAPPING AND REPAIRS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 2000048902 \$5,000.00 TOTAL
6. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM ADAMSON FORD, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR VEHICLE PARTS AND REPAIRS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 2000049054 \$5,000.00 TOTAL
7. EMERGENCY MANAGEMENT AGENCY (EMA) FROM 3-GIS LLC, DECATUR, AL, TO AWARD CONTRACT FOR MOBILE DATA MANAGEMENT UNITS FOR THE PERIOD OF APRIL 2011 TO APRIL 2012.
SAP PURCHASE ORDER # 2000054134 EST. \$164,593.00 TOTAL REFERENCE BID # 71-11
8. GENERAL SERVICES FROM MAYER ELECTRIC, BIRMINGHAM, AL, CONTRACT RENEWAL FOR ELECTRICAL SUPPLIES FOR THE PERIOD OF 4/20/11 - 4/19/2012. REFERENCE BID # 92-10 EST. \$30,000.00 TOTAL
9. GENERAL SERVICES/ COMMUNICATIONS FROM NEXTEL COMMUNICATIONS, CAROL STREAM, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE TO COVER REMAINDER OF FY11 (COMMISSION DISTRICT 3) FOR CELLULAR AND TWO-WAY COMMUNICATION. SAP PURCHASE ORDER # 2000048622 \$1,500.00 TOTAL
REFERENCE BID # 211-09
10. GENERAL SERVICES: CRAFTS FROM G & R MINERAL SERVICES INCORPORATED, BIRMINGHAM, AL, FOR NEW CENTRAL UNITS INSTALLATION AT THE GENERAL SERVICES OPERATION CENTER.
SAP PURCHASE ORDER # 2000054101 \$10,720.00 TOTAL

For Week of 4/07/11- 04/13/11

RECOMMENDED FOR:

1. ROADS AND TRANSPORTATION BESSEMER AND KETONA HIGHWAY MAINTENANCE FROM SUPERIOR PRODUCTS, BIRMINGHAM, AL, TO AWARD CONTRACT FOR SAND ON AN AS NEEDED BASIS FOR THE PERIOD OF 4/1/11 - 3/31/12.
REFERENCE BID # 58-11 EST. \$35,000.00 TOTAL
2. EMERGENCY MANAGEMENT AGENCY (EMA) FROM SMITTY'S TRUCK SALES INCORPORATED, BIRMINGHAM, AL, TO PURCHASE ONE (1) EACH FOUR PASSENGER ELECTRIC UTILITY CART. SAP PURCHASE ORDER # 2000054237 \$7,016.00 TOTAL
3. EMERGENCY MANAGEMENT AGENCY (EMA) FROM SMITTY'S TRUCK SALES INCORPORATED, BIRMINGHAM, AL, TO PURCHASE ONE (1) EACH SIX PASSENGER ELECTRIC UTILITY CART. SAP PURCHASE ORDER # 2000054243 \$7,983.50 TOTAL
4. EMERGENCY MANAGEMENT AGENCY (EMA) FROM MCPHERSON OIL COMPANY, BIRMINGHAM, AL, FOR OPEN PURCHASE ORDER FOR FUEL ON AN AS NEEDED BASIS FOR THE PERIOD OF 4/1/11 - 9/30/11.
SAP PURCHASE ORDER # 2000054284 EST. \$8,500.00 TOTAL REFERENCE BID # 110-10
5. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE KETONA FROM DUNN CONSTRUCTION, BIRMINGHAM,

AL, CONTRACT RENEWAL FOR ASPHALT PLANT MIX ON AN AS NEEDED BASIS FOR THE PERIOD OF 4/1/11 TO 3/31/12. SAP PURCHASE ORDER # 2000054367 EST. \$100,000.00 TOTAL REFERENCE BID 89-10

6. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE KETONA FROM APAC ALABAMA INCORPORATED, BIRMINGHAM, AL, CONTRACT RENEWAL FOR ASPHALT PLANT MIX ON AN AS NEEDED BASIS FOR THE PERIOD OF 4/1/11 TO 3/31/12. SAP PURCHASE ORDER # 2000054376 EST. \$100,000.00 TOTAL REFERENCE BID 89-10

REPORTED FOR:

1. EMERGENCY MANAGEMENT AGENCY (EMA) FROM ONE STOP ENVIRONMENTAL, BIRMINGHAM, AL, FOR SERVICES ALREADY RENDERED FOR METH (METHAMPHETAMINE) LAB CLEANUP LOCATED AT 5915 OLD JASPER HIGHWAY, GRAYSVILLE, AL. SAP PURCHASE ORDER # 2000054195 \$6,025.00 TOTAL
2. BARTON LABORATORY FROM PHOENIX PROMOTIONAL PRODUCTS, RED OAK, IA, FOR LARGE SIZE WAX CRAYONS ALREADY RECEIVED FOR PROMOTIONAL WORK. SAP PURCHASE ORDER # 2000054239 \$1,612.00 TOTAL

END OF REPORT

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

Apr-26-2011-303

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, is hereby authorized to execute a Settlement Agreement and Contract with Unisys Corporation in full settlement of the lawsuit styled Jefferson County v. Unisys Corporation, in the United States District Court for the Northern District of Alabama Case No. 2:10-CV-00485-KOB.

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("Agreement") is made and entered into as of April 2011 (the "Effective Date") between the Jefferson County Commission, with its office at 716 Richard Arrington Jr. Blvd. North, Birmingham, Alabama 35203 (the "COUNTY") and Unisys Corporation, with its principal place of business at 801 Lakeview Drive, Suite 100, Blue Bell, Pennsylvania 19422, by and on behalf of itself and its respective subsidiaries and affiliates ("UNISYS") (collectively the "Parties").

WHEREAS, the COUNTY filed a lawsuit on February 2, 2010, against UNISYS captioned Jefferson County v. Unisys Corporation, No. CV-2010-00310, in the Circuit Court of Jefferson County, Alabama, that was removed to and is currently pending in the United States District Court for the Northern District of Alabama as case number 2:10-CV-00485-KOB in which the COUNTY alleges that UNISYS breached a contract to provide a Tax Collector Software solution to the COUNTY as part of an Integrated Tax System (the "Lawsuit").

WHEREAS, UNISYS disputes the allegations in the Lawsuit and filed a counterclaim against the COUNTY alleging that the COUNTY breached the contract by failing to perform its obligations as to the Tax Collector Software solution and failing to perform its obligations as to the Tax Assessor Interface solution of the Integrated Tax System (the "Counterclaim").

WHEREAS, notwithstanding their different contentions, the COUNTY and UNISYS believe that it is in their respective interests to settle all claims and potential claims whether known or unknown against each other arising from or related to the Integrated Tax System, including but not limited to the Tax Collector Software and Tax Assessor Interface projects.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the COUNTY and UNISYS agree as follows:

1. Supplemental Schedule Order

1.1 UNISYS and the COUNTY will enter into a Supplemental Schedule Order ("Order") (attached hereto - on file in the Minute Clerk's office) under the Master Agreement for Products and Services (No. 01120057) entered into by UNISYS and the COUNTY on December 26, 2001 whereby UNISYS will sell the following equipment to the COUNTY as an installment sale over a sixty-month term:

- Libra 450 100 MIPS Production unit;
- Libra 450 40 MIPS Development unit with Disaster Recovery capability; and
- EMC VNX5700.

Under the Order, Unisys will also provide delivery, installation and implementation services, as well as maintenance services (24/7 for the Libra 450 Production unit and EMC VNX5700 and 9-5 for the Libra 450 Development unit), software licenses and subscription plans for the sixty-month term.

1.2 The COUNTY will pay a total price of One Million, Three Hundred Fifty-One Thousand, Eight Hundred Eighty-Eight and 60/100 Dollars (\$1,351,888.60) for the Order.

1.3 Upon successful installation of the above systems, as determined using the Acceptance/Completion Criteria and Procedures set forth in the applicable Statements of Work attached to the Supplemental Schedule Order, the COUNTY will make a down payment of Three Hundred Twenty-Five Thousand and No/100 Dollars (\$325,000), which will be used as a credit towards the price for delivery, installation, and implementation and then towards the first eleven months of installment payments.

1.4 The Parties will memorialize all the terms of the installment sale by executing at the same time as this Agreement, the Supplemental Schedule Order to the Master Agreement (No. 011200507) discussed above with the following attachments: Support Services Addendum; Installment Sale Addendum; Installment Sale Schedule; Schedules for the Hardware, Software, Support Services, and Information Services; Statement of Work for the Libra 450 Production System; Statement of Work for the Libra 450 Development/DR System; and Unisys and EMC Service Briefs related to the implementation, project management and solution architecture services for the EMC VNX5700.

2. Termination of Tax Collector Software and Tax Assessor Interface Projects

The Parties agree that the termination of the Tax Collector Software and Tax Assessor Interface projects by the COUNTY was a termination for the COUNTY's convenience.

3. Mutual Releases

3.1 Except for the obligations of each Party to the other as provided herein, the COUNTY, its successors, assigns, departments and/or affiliates, as well as its employees, partners, citizens, and agents and/or any other successor in interest, hereby releases, acquits and forever discharges UNISYS, each of its successors, assigns, subsidiaries, and/or affiliates, as well as its officers, directors, employees, partners, shareholders, subcontractors and agents and/or any other successor in interest, from any actual claims, demands, causes of action, damages, costs, expenses, fees, suits, debts, sums of money, accounts, bonds, bills, contracts, covenants, controversies, variances, judgments, obligations and other liabilities of every sort and description that were or could be asserted against UNISYS relating to the Integrated Tax System, including but not limited to the Tax Collection Software and Tax Assessor Interface projects.

3.2 Except for the obligations of each Party to the other as provided herein, UNISYS, its successors, assigns, subsidiaries and/or affiliates, as well as its officers, directors, employees, partners and agents and/or any other successor in interest, hereby releases, acquits and forever discharges the COUNTY, each of its successors, assigns, departments and/or affiliates, as well as its employees, subcontractors, partners, citizens, and agents and/or any other successor in interest, from any actual claims, demands, causes of action, damages, costs, expenses, fees, suits, debts, sums of money, accounts, bonds, bills, contracts, covenants, controversies, variances, judgments, obligations and other liabilities of every sort and description that were or could be asserted against the COUNTY relating to the Integrated Tax System, including but not limited to the Tax Collection Software and Tax Assessor Interface projects.

3.3 The Parties will dismiss with prejudice the Lawsuit and the Counterclaim pending in the United States District Court for the Northern District of Alabama as case number 2:10-cv-00485-KOB within five days after execution of this Agreement.

4. Miscellaneous

4.1 Confidentiality. The Parties agree that, except as expressly provided herein, the terms and conditions of this Agreement shall remain confidential. The Parties may disclose to any person or entity the fact that they have reached an agreement to the mutual satisfaction of the Parties. The Parties may disclose the terms and conditions of this Agreement only: (1) to their accountants, attorneys, auditors, assignees or insurers, only after advising them of this confidentiality provision; (2) to the extent required upon order of a court, governmental and/or administrative agency; (3) to the extent the Parties otherwise agree in writing; or (4) as otherwise required by law. The provisions of this paragraph shall not apply to any disclosure in legal proceedings to enforce the rights or obligations contained in this Agreement.

4.2 No Admission of Liability. This Agreement represents a settlement of disputed rights and claims. It is agreed and expressly understood by the Parties that the entry into and consummation of this Agreement shall not be construed as any admission of liability or culpability whatsoever on behalf of any Party hereto, including their current and former directors, officers, employees and representatives. This Agreement should not be construed as an admission of the validity of, or any strength or weakness in, the claims or defenses that were or could have been asserted by the Parties.

4.3 Legal Counsel. Each of the Parties acknowledges that it has obtained or had the opportunity to obtain the advice of legal counsel prior to signing this Agreement. Each of the Parties acknowledges that in executing this Agreement, it does not rely upon any inducements, promises, or representations made by any other party and that there are no written or oral understandings or agreements directly or indirectly connected with this Agreement that are not incorporated herein. The Parties acknowledge that, through counsel, each of the Parties has participated in and/or contributed to the drafting of this Agreement, and also that the Parties have jointly chosen the language used in this Agreement to express their mutual intent. Consequently, the Parties agree that this Agreement should not be construed for or against either of the Parties.

4.4 Representations and Warranties. Each of the Parties represents and warrants for itself that it is the sole and lawful owner of all right, title and interest in and to its respective claims actually or potentially arising out of or in any way related to the Integrated Tax

System, including but not limited to the Tax Collector Software and Tax Assessor Interface projects, and that it has not previously assigned, transferred, liened, or purported to assign, transfer or lien, voluntarily or involuntarily, to any person or entity, any right, claim, or liability which is released herein.

Each of the Parties to this Agreement represent and warrant that it is duly organized, validly existing and in good standing under the laws of the state or territory of its organization, that it has full power and authority to enter into and perform its obligations under this Agreement; that it has read this Agreement and that it fully understands and appreciates its contents, that the person executing and delivering this Agreement on its behalf has the legal capacity and authority to execute it, and it has executed the same and makes the settlement provided herein voluntarily and of its own free will.

4.5 Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the Parties.

4.6 Written Agreement. This Agreement contains all of the terms and conditions of, and expressly states the complete and only understanding of the Parties with respect to its subject matter and supersedes any other prior written agreements. No change or modification to this Agreement shall be binding on any Party unless it is in writing executed by all Parties. This Agreement shall be binding upon the shareholders, officers, directors, agents, servants, employees, subcontractors, independent contractors, licensors, licensees, clients, customers, attorneys, insurers, parents, subsidiaries, affiliates, partners, limited partners, joint venturers, predecessors, successors and assigns of the respective Parties hereto.

4.7 Paragraph Headings. This Agreement contains paragraph headings that are included for ease of reference only, and which shall not be used to construe any term, section, provision or paragraph hereof.

4.8 Enforceability. If any one or more of the provisions of this Agreement shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable and in any event, the validity and enforceability of all other provisions of this Agreement shall not be affected.

4.9 Disputes. The Parties shall make a good-faith effort to amicably settle by mutual agreement any controversy or claim which may arise between them under this Agreement. The Parties agree that all disputes arising under this Agreement will first be addressed by the in-house counsel for each Party prior to the commencement of any action or proceeding by one Party against the other.

4.10 Choice of Law. The Parties agree that this Agreement shall be construed in accordance with the laws of Alabama.

4.11 Counterparts. This Agreement may be executed in counterparts, the separate parts of which shall constitute a single document.

4.12 Copies. Copies of the Original Agreement, whether transmitted by email, facsimile or other means, shall be effective.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the signatories, being fully authorized and empowered to bind the Parties to this Agreement, have authorized and executed this Agreement on the date set forth underneath their respective signatures.

Jefferson County, Alabama

W. D. Carrington

President

Unisys Corporation

Jeffrey Matzger

Associate General Counsel

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

Apr-26-2011-304

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of Mr. Robert Gardiner in the amount of One Thousand Three Hundred Fifty-Seven Dollars and 96/100 (\$1,357.96) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Director of Finance is hereby authorized and directed to issue a check made payable to Mr. Robert Gardiner in the amount of \$1,357.96 and forward it to the County Attorney for disbursement.

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

Apr-26-2011-305

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of Mr. Bobby Clayton in the amount of Four Thousand Five Hundred Dollars and 00/100 (\$4,500.00) Dollars is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of Finance is hereby authorized and directed to issue a check made payable to Mr. Bobby Clayton in the amount of \$4,500.00 and forward it to the County Attorney for disbursement.

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

Apr-26-2011-306

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the negligence claim of Attorney Bret M. Gray on behalf of his client, Michael Wayne Parsons is hereby denied.

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

Apr-26-2011-307

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Attorney Kirk Davenport on behalf of his client, Krystal Vance is hereby denied.

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

Apr-26-2011-308

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Attorney Kirk Davenport on behalf of his client, Tabathia Dukes-Ishman is hereby denied.

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

Apr-26-2011-309

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Attorney Joseph L. Tucker on behalf of his client, Elizabeth McElroy Administrator for the Estates of Jakayla Gamble and Jordan Dukes is hereby denied.

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

Apr-26-2011-310

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of William Thomas on behalf of his brother, Bruce Thomas is hereby denied.

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

Apr-26-2011-311

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the case styled Emma Jean Jenkins v. Mike Hale et al., Jefferson County Circuit Court Case No. CV06-7109, in the amount of Two Hundred Thousand and no/100 (\$200,000) Dollars.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Chief Financial Officer is hereby directed to issue a check made payable to "Emma Jean Jenkins and Dell Cross, Attorney" in the amount of \$200,000 and forward to the County Attorney for disbursement.

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

Thereupon the Commission Meeting was adjourned to meet Tuesday, May 10, 2011, at 9:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk