

STATE OF ALABAMA)

JEFFERSON COUNTY) May 16, 2013

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 25, 2013, be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

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The Commission met in Work Session on May 14, 2013, and approved the following items to be placed on the May 16, 2013, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1, 2 and Addendum Item 9.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 7 and Addendum Items 6, 7 and 8.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 28 and Addendum Items 2 through 5.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 4.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 39, excluding Items 5C and 37.

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A Public Hearing was held to receive comments on a petition for annexation of property by the Rocky Ridge Fire District. There being no comments, the Commission took the following action.

May-16-2013-296

WHEREAS, in accordance with Act No. 71-841, Legislature of Alabama, the Rocky Ridge Fire District has submitted a petition for annexation of property, and

WHEREAS, the Board of Trustees has certified that the annexation will result in advantage to the district and the petitioners and that at least 70% of the owners residing in the subject property have signed the petition, and are qualified electors, and

WHEREAS, the Commission has set this May 16, 2013, for a PUBLIC HEARING on the petition and following the call of the PUBLIC HEARING and opportunity provided for all interested persons to be heard, the Commission concludes that the public good and the welfare of the District require that the boundaries of the District be reestablished by inclusion of the described property as proposed by the Board of Trustees of the Rocky Ridge Fire District.

NOW THEREFORE IT IS ORDERED BY THE JEFFERSON COUNTY COMMISSION that the Petition for Annexation by the Rocky Ridge Fire District is hereby approved and the following property is included within the Rocky Ridge Fire District:

Parcel ID # 29-36-3-004-020.001 in Section 36, Township 18 South, Range 3 West, which is situated in unincorporated Jefferson County, Alabama.

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

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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-2013-009 Vickie Neny, owner; requests change of zoning on part of Parcel ID# 13-11-2-0-2.39 in Section 11 Twp 16 Range 2 West from I-4 (Industrial Park) to C-3 (Commercial) for a lounge offering sale of alcoholic beverages for on-premise consumption. (Case Only: 441 Carson Road N, Suite 101; Birmingham, AL 35215) (INDIAN VALLEY)(0.06 Acres M/L)

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2013-009 be approved. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Z-2013-010 Living Bread Ministry, owners; Gary W. Smart, agent; requests change of zoning on Parcel ID# 36-3-0-0-31 in Section 3 Twp 19 Range 6 West from A-1 (Agriculture) to INSTITUTIONAL-2 for a missional church and children's home. (Case Only: 9400 Mud Creek Church Road; Adger, AL 35006) (MUD CREEK)(21.9 Acres M/L)

Motion was made by Commissioner Stephens seconded by Commissioner Knight that Z-2013-010 be approved. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

Z-2013-011 Jeff Wilson, owner; requests change of zoning on Parcel ID# 19-13-0-0-17.0 in Section 13 Twp 17 Range 6 West from I-1 (Light Industrial) to A-1 (Agriculture) for future residential use. (Case Only: 8291 Fishing Camp Road, Mulga, AL 35118) (BIRMINGPORT)(4.3 Acres M/L)

Motion was made by Commissioner Stephens seconded by Commissioner Brown that Z-2013-0011 be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

Z-2013-012 John E. Rylant, owner; requests change of zoning on Parcel ID# 2-8-3-0-13.2 in Section 8 Twp 14 Range 2 West from I-3(S) (Strip Mining) to A-1 (Agricultural) for residential use (mobile home). (Case Only: 9316 Dads Hill Road, Warrior, AL 35180) (WARRIOR)(0.75 Acres M/L) Ref: A-2013-014

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2013-012 be approved. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

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REQUEST FOR CERTIFICATIONS

Department of Revenue - Birmingham

Account Assistant I - 6 positions

Tax Collector - Bessemer

Accounting Assistant II - 4 positions

Land Development

Chief Planner

Zoning Inspector

General Services - Administration

Painter

Office of Senior Citizen Services

Director of Office of Senior Citizen Services

Roads & Transportation - Administration

Director of Roads & Transportation

Roads & Transportation - Highway Engineering & Construction

Engineering Inspector

Cooper Green Mercy Health Care Services - Housekeeping

Housekeeping Assistant - 2 positions

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

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May-16-2013-298

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute Change Order No. 1 to the Agreement between Jefferson County, Alabama and Video Industrial Services, Inc. to provide for additional cleaning of the anaerobic digesters and the associated solids disposal at the Valley Creek Wastewater Treatment Plant and increase the agreement amount from \$493,040 to a total of \$806,640.

CHANGE ORDER NO. 1

TO THE CONTRACT FOR VALLEY CREEK WASTEWATER TREATMENT PLANT  
ANAEROBIC DIGESTER CLEAN-OUT & SOLIDS DISPOSAL

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Environmental Services Department, hereinafter called "the Owner," and Video Industrial Services, Inc., hereinafter called the "Contractor" to provide for additional cleaning of the anaerobic digesters at the Valley Creek Wastewater Treatment Plant and the associated solids disposal.

WITNESSETH:

WHEREAS, the Owner desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on June 12, 2012, in Minute Book 163, Page 238, is hereby amended as follows:

PART 4 – TERMS & CONDITIONS

Amend Part 4 – Terms & Conditions, Section 2. Compensation as follows:

The contract value shall be based on the Unit price of dry tonnage removed (\$392.00) multiplied by the estimated quantity (1,920 dry tons) plus Mobilization. The contract shall not exceed a cost of Eight Hundred Six Thousand Six Hundred Forty Dollars (\$806,640.00).

RECOMMENDED:

David Denard, Director  
Environmental Services Department

APPROVED:

W.D. Carrington, President  
Jefferson County Commission

ACCEPTED:

Drew Mahan, Vice President  
Video Industrial Services, Inc.

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

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May-16-2013-299

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Conditional Consent to Encroachment and Release of Damages agreement between Jefferson County, Alabama and Target Corporation, A Minnesota Corporation

regarding an encroachment within a County sanitary sewer easement at no cost to the County.

CONDITIONAL CONSENT TO ENCROACHMENT AND RELEASE OF DAMAGES

THIS AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between JEFFERSON COUNTY, ALABAMA (the "County") and TARGET CORPORATION, a Minnesota Corporation (the "Owner").

R E C I T A L S:

Owner is the owner of real property being the Target store located at 531 Brookwood Village, Homewood, AL 35209, more particularly described as Lot 4-A of 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, Birmingham Division. Owner has installed two water vaults, one backflow preventer, one concrete flume, and guardrail with numerous supports over or adjacent to an existing sanitary sewer main (as shown on Exhibit "A", attached collectively, the "Improvements"), for the purpose of serving the Target store. For clarity, the term "Improvements" does not include the retaining wall located near the concrete flume (the retaining wall does not encroach). Owner and County mutually desire to enter into this Agreement to address the encroachment of the Improvements within the Right of Way Deed (Sewer) dated January 4, 2012 (the "Easement").

AGREEMENT

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

1. In consideration of the mutual agreements herein, Owner agrees that the County may utilize the Easement for all intended purposes of the Easement, including, without limitation, any installation, repair, maintenance or replacement of sanitary sewer lines (collectively, the "Easement Rights"). Should the County deem it necessary to remove or disturb any of the Improvements in order to utilize the Easement for its intended purposes or exercise the Easement Rights on subject property, the County may do so at any time in its discretion, and the reasonable methodology for installation, repair maintenance or replacement of sewer lines is totally at the discretion of the County and its Department of Environmental Services. If Owners' Improvements are damaged in any way due to the exercise of our easement rights, the responsibility for the replacement of Owner's Improvements or personal property or for any repairs to personal property or the Improvements and the cost of any such repairs will be borne solely by the Owner. Owner fully and forever releases and discharges the County from any and all liability, cost, damage, or expense to the Improvements that are located within or partially within the Easement as well as service lines directly connected thereto, suffered or incurred by Owner as a result of the County's exercise of its Easement Rights.
2. Subject to the foregoing agreements of Owner and the terms of this Agreement, the County grants Owner a license to continue the requested encroachment and that no other or greater or further improvements or encroachment whatsoever will be allowed. No such past, present or future encroachment whatsoever will constitute an adverse possession by Owner of the Easement or Easement Rights or constitute any form of waiver or abandonment of all or any part of the Easement or of any Easement Rights.
3. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.
4. This Agreement together with the Easement constitutes the full and complete agreement of the parties with respect to the subject matter hereof, supersedes all prior discussions, correspondence and agreements with respect to the subject matter hereof and cannot be modified or amended except by a subsequent written agreement signed by Owner and the County.
5. In the event this Agreement is challenged by legal means by said Owner as a result of the County exercising its Easement Rights as defined in Item number one above, it shall be the responsibility of the Owner to cover any and all fines assessed by U.S. Environmental Protection Agency and the Alabama Department of Environmental Management as well as the cost of the cleanup of any sewage resulting from said challenge/delay. The Owner is also responsible for the cost of any damage to others including but not limited to personal property and bodily injury as a result of said challenge/delay. Furthermore, Owner agrees to pay all court costs incurred by the County as a result of the aforementioned.
6. This Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, successors and assigns.

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

TARGET CORPORATION

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 the claim by Edward Hicks has been denied.

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

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May-16-2013-301

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim by Taylor Harrison and Kito Harrison has been denied.

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

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May-16-2013-302

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim by Rick Pickens and Bertha Riley has been denied.

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

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May-16-2013-303

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim by David A. Ferrell has been denied.

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

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May-16-2013-304

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim by Tan-Shaneka Phillips has been denied.

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

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May-16-2013-305

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim by Donna Frederick has been denied.

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

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May-16-2013-306

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim by John W. Florence, Jr. has been denied.

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

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May-16-2013-307

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim by Thomas Phillip has been denied.

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

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May-16-2013-308

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim by Maurice Williams has been denied.

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

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May-16-2013-309

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim by Patricia Wallace has been denied.

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

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May-16-2013-310

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Benita McKinney has been denied.

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

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May-16-2013-311

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Daniel Eric Plesha has been denied.

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

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May-16-2013-312

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Shawn Neely has been denied.

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

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May-16-2013-313

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Nathan Blanchard in the amount of Six Hundred Four and no/100 (\$604.00) Dollars is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Chief Financial Officer is hereby directed to issue a check made payable to Nathan Blanchard in the amount of \$604.00 and forward it to the County Attorney for disbursement.

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

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May-16-2013-314

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Peter Ruskin in the amount of Eight Thousand Nine Hundred Four and no/100 (\$8,904.00) Dollars is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Chief Financial Officer is hereby directed to issue a check made payable to Peter Ruskin in the amount of \$8,904.00 and forward it to the County Attorney for disbursement.

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

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May-16-2013-315

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Lynn Myers in the amount of Five Hundred no/100 (\$500.00) Dollars is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Chief Financial Officer is hereby directed to issue a check made payable to Lynn Myers in the amount of \$500.00 and forward it to the County Attorney for disbursement.

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

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May-16-2013-316

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of Jerry G. Jones in the amount of Seven Hundred Fifty and no/100 (\$750.00) Dollars is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Chief Financial Officer is hereby directed to issue a check made payable to Jerry G. Jones in the amount of \$750.00 and forward it to the County Attorney for disbursement.

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

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May-16-2013-317

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Mark Bowling in the amount of Five Hundred Fifty One and 20/100 (\$551.20) Dollars is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Chief Financial Officer is hereby directed to issue a check made payable to Mark Bowling in the amount of \$551.20 and forward it to the County Attorney for disbursement.

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

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May-16-2013-318

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Progressive Direct Insurance on behalf of Nadia F. Khan in the amount of Four Thousand Seventy Six and 22/100 (\$4,076.22) Dollars is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Chief Financial Officer is hereby directed to issue a check made payable to Progressive Direct Insurance in the amount of \$4,076.22 and forward it to the County Attorney for disbursement.

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

May-16-2013-319

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Ingrid Johnson in the amount of Eight Thousand One Hundred Seventy Six and 81/100 (\$8,176.81) Dollars is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Chief Financial Officer is hereby directed to issue a check made payable to Ingrid Johnson in the amount of \$8,176.81 and forward it to the County Attorney for disbursement.

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

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May-16-2013-320

WHEREAS, the Jefferson County Commission (the "Commission") has received and reviewed a Plan Support Agreement (the "Plan Support Agreement") proposed to be entered into by and among Jefferson County (the "County"), Bayerische Landesbank ("BLB"), JPMorgan Chase Bank, N.A. ("JPMorgan") and Wells Fargo Bank, National Association (the "Indenture Trustee"), a copy of which is attached to the minutes of this meeting; and

WHEREAS, the Commission has determined that entry into the Plan Support Agreement will assist the County in its efforts to propose a plan of adjustment to be filed in its Chapter 9 bankruptcy case; and

WHEREAS, the Commission has determined that the terms provided in the Plan Support Agreement for the reamortization and interest rate applicable to the County's Series 2001-B General Obligation Warrants are in the best interests of the County.

NOW THEREFORE BE IT RESOLVED BY THE COUNTY COMMISSION that the Plan Support Agreement is hereby approved. The President of the Commission is hereby authorized and directed to execute and deliver the Plan Support Agreement on behalf of the County in substantially the form presented to this meeting, with such changes thereto and deletions therefrom as he may approve as necessary and appropriate, his execution thereof to be conclusive evidence of his approval of such changes or deletions.

#### PLAN SUPPORT AGREEMENT

THIS IS NOT A SOLICITATION OF ACCEPTANCES OR REJECTIONS OF ANY  
CHAPTER 9 PLAN; ACCEPTANCES OR REJECTIONS MAY NOT BE SOLICITED  
UNTIL THE BANKRUPTCY COURT APPROVES A DISCLOSURE STATEMENT

This PLAN SUPPORT AGREEMENT (as it may be amended and supplemented from time to time, this "Agreement"), dated as of May 13, 2013, is made and entered into by and among Jefferson County, Alabama (the "County"), on the one hand, and Bayerische Landesbank, New York branch (formerly known as Bayerische Landesbank Girozentrale) ("BLB"), JPMorgan Chase Bank, N.A. ("JPMorgan" and together with BLB, the "Banks"), and Wells Fargo Bank, National Association (the "Indenture Trustee"), as indenture trustee, on the other hand (each a "Part" and collectively, the "Parties").

#### RECITALS

WHEREAS, the County issued those certain General Obligation Warrants, Series 2001-B in the original principal amount of \$120,000,000 (the "2001-B GO Warrants") under that certain Trust Indenture dated as of July 1, 2001, between the County and the Indenture Trustee, as successor to The Bank of New York (as amended, the "Indenture");

WHEREAS, in connection with the issuance of the 2001-B GO Warrants, the County entered into that certain Standby Warrant Purchase Agreement dated as of July 1, 2001, among the County, the Indenture Trustee, and the Banks, as subsequently amended via the First Amendment to Standby Warrant Purchase Agreement dated as of September 1, 2004 (as amended, the "Standby Agreement");

WHEREAS, following the tender in 2008 of \$119,250,000 (i.e., all but \$750,000) of the 2001-B GO Warrants to the Banks pursuant to the Standby Agreement, all such tendered 2001-B GO Warrants became due and payable in six semi-annual installments, commencing on September 15, 2008 and ending on March 11, 2011, and the \$750,000 of 2001-B GO Warrants that remained outstanding under the



Indenture and that are now held by BLB effectively became accelerated upon the commencement of the Bankruptcy Case referenced below, and as a result there is presently \$105,000,000 in principal amount due and owing on account of the 2001-B GO Warrants;

WHEREAS, in connection with the issuance of the 2001-B GO Warrants, the County entered into that certain ISDA Master Agreement, dated as of March 23, 2001, between the County and JPMorgan (as amended, supplemented, or otherwise modified, including by the Schedule thereto dated as of March 23, 2001, and collectively with the Confirmation dated April 26, 2001 and any other schedules, annexes, or confirmations related thereto, the "GO Swap Agreement");

WHEREAS, September 4, 2008 was designated as the "Early Termination Date" under and in accordance with the GO Swap Agreement in respect of all transactions outstanding thereunder, and the termination payment calculated in accordance with the GO Swap Agreement in respect of such "Early Termination Date" was approximately \$7,900,000 (such amount, together with interest accrued thereon, and any and all other claims arising under or in connection with the GO Swap Agreement, the "GO Swap Agreement Claim");

WHEREAS, on November 9, 2011 (the "Petition Date"), the County filed a voluntary petition for relief under chapter 9 of title 11 of the United States Code (the "Bankruptcy Code"), thereby commencing Bankruptcy Case No. 11-05736-TBB9 (the "Bankruptcy Case") before the United States Bankruptcy Court for the Northern District of Alabama, Southern Division (the "Bankruptcy Court");

WHEREAS, the Indenture Trustee and the Banks (as applicable) have filed claims in the Bankruptcy Case asserting rights to be paid, among other things, principal on the 2001-B GO Warrants, pre-bankruptcy non-default and default interest on the 2001-B GO Warrants (including interest thereon), post-bankruptcy interest on the 2001-B GO Warrants, the GO Swap Agreement Claim, and reimbursement of pre- and post-bankruptcy fees and expenses;

WHEREAS, the County disputes the Indenture Trustee's and the Banks' entitlements to certain of the claims asserted against the County in the Bankruptcy Case relating to the 2001-B GO Warrants and the GO Swap Agreement Claim, and the Indenture Trustee and the Banks (as appropriate) dispute such contentions; and

WHEREAS, the Parties and their representatives have engaged in good faith, arms' length settlement discussions regarding a consensual resolution of certain disputes among them and, subject to the terms and conditions set forth herein, have reached agreement concerning, among other matters, the potential treatment of claims arising from or in connection with the 2001-B GO Warrants and the GO Swap Agreement in a chapter 9 plan of adjustment for the County.

NOW, THEREFORE, in consideration of the foregoing and the premises, mutual covenants, and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

#### AGREEMENT

##### Section 1. Agreed Terms of an Acceptable Plan.

The County shall propose and pursue confirmation of an Acceptable Plan (as defined below). Subject to the terms of this Agreement, BLB and JPMorgan each agrees that, so long as it is the legal or beneficial owner of any 2001-B GO Warrants or the GO Swap Agreement Claim, as applicable, and has been properly solicited pursuant to Bankruptcy Code sections 1125 and 1126, it shall timely vote or cause to be voted its portion of (i) any and all claims arising from or in connection with such 2001-B GO Warrants, (ii) any and all claims arising from or in connection with the Indenture or the Standby Agreement, and (iii) the GO Swap Agreement Claim (and not revoke, modify, or withdraw that vote) to accept a chapter 9 plan that includes the following provisions, and no provisions inconsistent therewith (an "Acceptable Plan"):

(a) A single class will be separately classified and include (i) any and all claims arising from or in connection with the 2001-B GO Warrants, and (ii) any and all claims arising from or in connection with the Indenture and the Standby Agreement (the "Series 2001-B GO Class").

(b) All claims in the Series 2001-B GO Class will be allowed under the Acceptable Plan. However, with the exception of claims on account of principal and prepetition non-default interest in the aggregate amount of \$105,123,291.67 (consisting of \$52,937,479.17 of BLB claims (the "BLB Claims") and \$52,185,812.50 of JPMorgan claims (the "JPMorgan Claims")) and the reasonable fees and expenses of the Indenture Trustee, the Indenture Trustee and the Banks will waive and release all other asserted claims in the Series 2001-B GO Class, including, without limitation, on account of default rate interest, the Banks' fees and expenses, and postpetition interest, which will receive no distribution under the Acceptable Plan, if confirmed and effective.

(c) In full and final satisfaction of all claims in the Series 2001-B GO Class, the Banks will receive their pro rata share of replacement warrants ("New Warrants") issued under the Acceptable Plan and governed by an amended and restated indenture (the "New Indenture"), the form of which New Warrants and New Indenture shall be reasonably acceptable to the Indenture Trustee and the Banks, included in a "plan supplement," and contain the following material terms:

(i) The New Warrants shall be issued in two separate series, one in the amount of the BLB Claims and the other in the amount of the JPMorgan Claims. All of the terms and conditions of the New Indenture will apply equally to each series of the New Warrants.

(ii) The County will make payments on the New Warrants in the amounts and on the dates specified in the amortization schedule attached hereto as Exhibit A, which payments represent the reamortized repayment of the pre-bankruptcy principal (after giving effect to the application of \$15,000,000 in partial principal payments that the County made on or around October 31, 2008 and January 15,

2009, to outstanding principal) and prebankruptcy non-default interest due and owing on account of the 2001-B GO Warrants.

(iii) All debt under the New Indenture will have a final maturity date of April 1, 2021.

(iv) The New Warrants will bear interest starting on and after the date on which an Acceptable Plan becomes effective in accordance with its terms (the "Effective Date"). Interest will be computed on the basis of a 360 day year with 12 months of 30 days each, and will be payable semi-annually on April 1 and October 1 of each year. The non-default interest rate for all New Warrants (the "Base Rate") will be a fixed rate equal to the WSJ Prime Rate on the Effective Date plus 1.65% per annum. The "Default Rate" under the New Indenture will add an additional 100 basis points (1.0%) to the Base Rate.

(v) The New Warrants shall be issued as book entry only securities in authorized denominations of \$5,000, and integral multiples thereof, to the extent required.

(vi) The New Warrants will not be subject to optional redemption prior to the fifth anniversary of the Effective Date. Each series of the New Warrants may be redeemed on a pro rata basis, in whole or in part, on or after the fifth anniversary of the Effective Date at a redemption price equal to 100% of the principal amount to be redeemed plus accrued interest thereon to the date of redemption plus a redemption premium (expressed as a percentage of principal amount redeemed) equal to whichever of the following shall be applicable: 2% if the date of redemption is on or after the fifth anniversary but prior to the sixth anniversary of the Effective Date; 1 % if the date of redemption is on or after the sixth anniversary but prior to the seventh anniversary of the Effective Date; and without premium if the date of redemption is on or after the seventh anniversary of the Effective Date.

(vii) Conditions precedent to the issuance of the New Warrants under the New Indenture and representations, warranties, and covenants of the County in the New Indenture shall in substance replicate the conditions, representations, warranties, and covenants of the County with respect to the 2001-B GO Warrants contained in the Indenture and the Standby Agreement, except for those inapplicable to fixed rate warrants not supported by a standby agreement, and after giving effect to the confirmation and effectiveness of an Acceptable Plan.

(viii) The New Indenture, the New Warrants, and any related documentation shall each include an Alabama choice of law provision substantially similar to Section 1.6 of the Indenture.

(d) The GO Swap Agreement Claim will be classified in a separate class (the "GO Swap Class"), and will be allowed under the Acceptable Plan in the aggregate amount of \$7,893,762.30, plus interest accrued thereon at the applicable rate as set forth in the GO Swap Agreement. In full and final satisfaction of all claims in the GO Swap Class, on the Effective Date, the County shall pay JPMorgan the sum of ten dollars (\$10.00).

(e) Under the Acceptable Plan and as of the Effective Date, the County will release the Banks, the Indenture Trustee, and their respective accountants, affiliates, agents, assigns, attorneys, bankers, consultants, directors, employees, executors, financial advisors, heirs, managers, members, officers, parent entities, partners, principals, professional persons, representatives, shareholders, subsidiaries, and successors, whether past or present (collectively, "Related Parties"), from any and all causes of action or avoidance actions (including those arising under the Bankruptcy Code or nonbankruptcy law) based in whole or in part on any act, event, omission, transaction, or other occurrence, in connection with, relating to, or arising from the 2001-B GO Warrants, the Indenture, the Standby Agreement, or the GO Swap Agreement. Except for the obligations imposed on the County by the Acceptable Plan, the New Indenture, and the New Warrants, under the Acceptable Plan and as of the Effective Date, each of BLB, JPMorgan, and the Indenture Trustee will release the County and its Related Parties from any and all causes of action or avoidance actions (including those arising under the Bankruptcy Code or nonbankruptcy law) based in whole or in part on any act, event, omission, transaction, or other occurrence, in connection with, relating to, or arising from the 2001-B GO Warrants, the Indenture, the Standby Agreement, or the GO Swap Agreement.

(f) On the Effective Date, the Acceptable Plan will deem the Standby Agreement and the GO Swap Agreement cancelled and of no further force or effect. On the Effective Date, the Acceptable Plan will deem the Indenture superseded in all respects by the New Indenture.

(g) In accordance with the Indenture, the County shall pay all reasonable fees and expenses of the Indenture Trustee, including but not limited to the fees and expenses of its agents and counsel, in cash on or as soon as practicable after the Effective Date, but in any event no more than two (2) business days after the Effective Date. Nothing in this paragraph shall affect the rights and priorities granted to the Indenture Trustee pursuant to Sections 12.3(b) and 13.7(b) of the Indenture. Counsel for the Indenture Trustee shall provide counsel for the County with a good faith estimate of the anticipated aggregate fees and expenses of the Indenture Trustee prior to the execution of this Agreement.

## Section 2. Additional Agreements Related to an Acceptable Plan.

In connection with the County's proposal of an Acceptable Plan, the Parties agree to the following:

(a) The County will take appropriate steps to cause the interest on the New Warrants to be excluded from gross income of the holders thereof for purposes of federal income taxation and will obtain and deliver a customary opinion letter from bond counsel confirming that tax-exempt status simultaneously with the issuance of the New Warrants.

(b) The County shall include in an Acceptable Plan and, as appropriate, in the disclosure statement accompanying an Acceptable Plan, and the County and the Indenture Trustee will take all reasonable actions and cooperate in good faith to ensure that the order confirming

an Acceptable Plan includes as conclusions of law, the following provisions (as modified, mutatis mutandis, to utilize defined terms that also encompass other categories of claims to which the following language may equally apply), all of which sets forth and is wholly consistent with applicable law:

(i) The indebtedness evidenced and ordered to be paid by the 2001-B , GO Warrants constitutes, and with respect to the New Warrants will constitute, a general obligation of the County in support of which the County irrevocably pledged its full faith and credit. This pledge is a commitment to pay and a commitment of the County's revenue generating powers to produce the funds necessary to pay the principal of and interest on the 2001-B GO Warrants, and the New Warrants once issued, as they become due.

(ii) Revenues legally available to the County for payment of debt service on the 2001-B GO Warrants include, and with respect to the New Warrants will include, ad valorem taxes, sales and business license taxes, and other general fund revenues.

(iii) Pursuant to Section 215 of the Alabama Constitution, as amended by Amendment No. 208, and Sections 11-3-11(a)(2), 11-14-11, and 11-14-16 of the Alabama Code (collectively, "Section 215"), the County may levy and collect a 5.1 mill special ad valorem tax (the "Special Tax"), not to exceed one-fourth of one percent per annum, for the purpose of paying any debt or liability against the County due and payable during the year and created for the erection, repairing, furnishing, or maintenance of public buildings, bridges, or roads, and any remaining proceeds of the Special Tax in excess of amounts payable on bonds, warrants, or other securities issued by the County for such limited purposes may be spent for general county purposes. Section 215 provides that the County may use proceeds of the Special Tax for general county purposes only after all amounts due and payable in any given fiscal year on bonds, warrants, or other securities issued by the County for the erection, repairing, furnishing, or maintenance of public buildings, bridges, or roads (collectively, "Special Tax Obligations") are paid in full, and such proceeds shall be applied first to Special Tax Obligations.

(iv) The Special Tax is separate and distinct from the County's 5.6 mill general ad valorem tax, the proceeds of which are used for general county purposes and to support the operation of the County's basic governmental functions, including management, personnel, accounting, taxation, purchasing, data processing, law enforcement, the judiciary, and land utilization.

(v) The 2001-B GO Warrants constitute, and the New Warrants will constitute, a debt or liability against the County created for the erection, repairing, furnishing, or maintenance of public buildings, bridges, or roads within the scope and meaning of Section 215. As such, all amounts payable on account of or in connection with the 2001-B GO Warrants, and the New Warrants once issued, in any given fiscal year must be paid by the County from the proceeds of the Special Tax prior to the County using any such proceeds in such fiscal year for general county purposes, including but not limited to current governmental expenses or any expenditures related to the County's sewer system.

(vi) By virtue of the application of Section 215 with respect to the proceeds of the Special Tax, any and all claims arising from or in connection with the 2001-B GO Warrants, the Indenture, and the Standby Agreement are properly classified separately under the Plan and properly treated in the fashion provided by the Plan.

(c) The County will make reasonable efforts to have the New Warrants rated by one or more nationally recognized credit rating organizations.

(d) The Parties will negotiate reasonably and in good faith all of the relevant documents and transactions described in, contemplated by, or accompanying an Acceptable Plan, including the New Indenture.

### Section 3. Additional Commitments of the Parties Under this Agreement.

#### 3.1. Support of an Acceptable Plan.

Subject to the terms of this Agreement, including, without limitation, Sections 7.1 and 7.2, each of the Indenture Trustee, BLB, and JPMorgan agrees that, so long as this Agreement has not been terminated in accordance with its terms, the Indenture Trustee, BLB, and JPMorgan, as applicable, shall:

(a) not directly or indirectly solicit, support, prosecute, encourage, or respond in the affirmative to any other proposal or offer of refinancing, reorganization, or restructuring of the 2001-B GO Warrants or the GO Swap Agreement Claim that could reasonably be expected to hinder, block, prevent, delay, or impede the formulation, proposal, or confirmation of an Acceptable Plan;

(b) not object to, challenge, or otherwise commence or participate in any proceeding opposing any of the terms of the restructuring proposal contemplated by this Agreement and an Acceptable Plan;

(c) not seek or support appointment of a trustee for the County or dismissal of the Bankruptcy Case; and

(d) not take any other action inconsistent with the restructuring proposal contemplated by this Agreement and an Acceptable Plan.

#### 3.2. Transfer of Claims.

(a) Each of BLB and JPMorgan hereby agrees that it shall not sell, transfer, loan, issue, pledge, hypothecate, assign, or otherwise dispose of (each such action, a "Transfer"), directly or indirectly, all or any of its 2001-B GO Warrants or the GO Swap Agreement Claim, or claims against the County directly related thereto (or any voting rights associated therewith), as applicable, unless the transferee thereof agrees in writing to assume and be bound by this Agreement and delivers such writing to each of the Parties within five (5) business days of the relevant Transfer (each such transferee becoming, upon a Transfer, a Party hereunder). Any Transfer of any claim against the County

that does not comply with the procedure set forth in the first sentence of this Section 3.2(a) shall be deemed void ab initio.

(b) Unless and until all 2001-B GO Warrants or the GO Swap Agreement Claim, or claims against the County directly related thereto are transferred, the transfer of any 2001-B GO Warrant or the GO Swap Agreement Claim or claim directly related thereto against the County shall not release the transferor from any of its other obligations and duties hereunder.

### 3.3. Further Acquisition of Claims.

This Agreement shall in no way be construed to preclude BLB or JPMorgan from acquiring additional 2001-B GO Warrants or claims against the County directly related thereto; provided, however, that any additional 2001-B GO Warrants or claims against the County directly related thereto acquired by BLB or JPMorgan, as applicable, shall automatically be deemed to be subject to the terms of this Agreement, including, without limitation, the voting requirements set forth in Section 1 hereof.

### 3.4. Most Favored Nation Rights.

Notwithstanding anything in this Agreement to the contrary, a plan of adjustment will be an Acceptable Plan only if the Series 2001-B GO Class is treated no less favorably than any other class of creditors in which the claims of any insurer of any of the County's other general obligation warrants are classified under the plan, in respect of each of the following categories:

(a) percentage recovery of interest accruing during the period between the Petition Date and the Effective Date, including but not limited to any payment of such interest under a financial guaranty insurance policy and interest accruing on amounts paid under such policies, determined on the basis of each of (i) the non-default interest rate under any agreement, (ii) the default interest rate under any agreement, and (iii) total non-default and default interest payable under any agreement; and

(b) percentage recovery of the aggregate claims that could be asserted by creditors in the applicable class, including principal, interest, and professional fees and expenses, in each case as determined under any pre-bankruptcy agreement.

### Section 4. Mutual Representations, Warranties, and Covenants.

Each Party makes the following representations, warranties, and covenants (on a several basis, with respect to such Party only) to each of the other Parties, each of which are continuing representations, warranties, and covenants:

(a) Subject to the provisions of Bankruptcy Code sections 1125 and 1126, this Agreement is a legal, valid, and binding obligation of such Party, and the actions to be taken by each Party are within such Party's powers and have been duly authorized by all necessary action on its part.

(b) The execution, delivery and performance by such Party of this Agreement does not and shall not: (i) violate the provision of law, rule, or regulations applicable to such Party; (ii) violate its certificate of incorporation, bylaws, or other organizational documents; or (iii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it is a party.

(c) Subject to the provisions of Bankruptcy Code sections 1125 and 1126 and except for the Jefferson County Commission, the execution, delivery, and performance by such Party of this Agreement does not and shall not require any registration or filing with, consent or approval of, or notice to, or other action to, with or by, any Federal, state, or other governmental authority or regulatory body. Any registration or filing with, consent or approval of, or notice to, or other action to, with or by, any Federal, state, or other governmental authority or regulatory body that is required before the Jefferson County Commission can execute, deliver, and perform this Agreement shall have been completed, received, or given, as the case may be, prior to the execution and delivery of this Agreement.

### Section 5. Reservation of Rights.

This Agreement and any Acceptable Plan are part of a proposed settlement of disputes among the Parties relating to the 2001-B GO Warrants and the GO Swap Agreement Claim. Except as expressly provided in this Agreement, nothing herein is intended to, does, or shall be deemed in any manner to waive, limit, impair, or restrict the ability of any Party to protect and preserve its rights, remedies, and interests. Without limitation, each of the Indenture Trustee, BLB, and JPMorgan reserves all of its rights and remedies in the event that the County files a plan of adjustment that is not an Acceptable Plan, or if the County withdraws an Acceptable Plan or modifies an Acceptable Plan so that it is no longer an Acceptable Plan. Subject to the provisions of Federal Rule of Bankruptcy Procedure 3018(a) ("Rule 3018(a)"), each of BLB and JPMorgan may revoke, modify, or withdraw its vote to accept an Acceptable Plan upon the occurrence of a Termination Event under Section 7.1 or Section 7.2 hereof, and the County agrees (i) that any request to revoke, modify, or withdraw a vote on such grounds constitutes "cause" for purposes of Rule 3018(a) and (ii) not to oppose any motion or request that may be filed by BLB or JPMorgan under Rule 3018(a) following the occurrence of a Termination Event under Section 7.1 or Section 7.2 hereof. Nothing herein shall be deemed an admission of any kind. Nothing in this Agreement shall constitute a modification or amendment of the Indenture, the Standby Agreement, or the GO Swap Agreement. Without limiting the foregoing, if this Agreement shall terminate in accordance with Section 7.1 or Section 7.2 hereof, JPMorgan reserves all rights to contend (and all other Parties reserve all rights to dispute) that the GO Swap Agreement Claim represents a claim with rights under Section 215 with respect to the proceeds of the Special Tax on a parity with the 2001-B GO Warrants, and that the GO Swap Agreement Claim should receive treatment under any plan of adjustment on parity and consistent with the treatment provided in respect of any other claim with rights under Section 215 with respect to the proceeds of the Special Tax.

## Section 6. Acknowledgments.

This Agreement is the product of good faith, arm's length negotiations among the Parties and their respective representatives. This Agreement is not and shall not be deemed to be a solicitation of votes for tape acceptance of any chapter 9 plan for the purposes of Bankruptcy Code sections 1125 and 1126 or otherwise. Each Party further acknowledges that no securities of the County are being offered or sold hereby and that this Agreement does not constitute an offer to sell or a solicitation of an offer to buy any securities of the County.

## Section 7. Termination.

### 7.1. General Termination Events.

The term "Termination Event," wherever used in this Agreement, means the occurrence of any of the following events (whatever the reason for such Termination Event and whether it is voluntary or involuntary):

- (i) the Bankruptcy Case shall have been dismissed;
- (ii) any court shall enter a final, non-appealable judgment or order declaring

this Agreement to be unenforceable;

(iii) the Parties are unable to agree on the form of the New Indenture, the New Warrants, and any related documents prior to solicitation of votes on an Acceptable Plan and a Party delivers written notice (a "Notice of Termination") to the other Parties in accordance with Section 9.10 hereof, informing the other Parties of the termination of this Agreement;

(iv) the County (a) determines to or does file a plan that is not an Acceptable Plan, (b) withdraws an Acceptable Plan, or (c) modifies an Acceptable Plan such that it is no longer an Acceptable Plan (none of which, for the avoidance of doubt and notwithstanding anything to the contrary contained in this Agreement, will constitute a breach of this Agreement) and, in the case of clauses (a) and (c) above, the Indenture Trustee or either of the Banks delivers a Notice of Termination to the County in accordance with Section 9.10 hereof, informing the County of the termination of this Agreement;

- (v) the Bankruptcy Court denies confirmation of an Acceptable Plan;

(vi) the Effective Date does not occur on or before December 31, 2013, and the Indenture Trustee or either of the Banks delivers a Notice of Termination to the County in accordance with Section 9.10 hereof, informing the County of the termination of this Agreement; or

(vii) any Party has breached any material provision of this Agreement and any such breach remains uncured, or not waived in writing by each of the other Parties, for a period of ten (10) calendar days after any non-breaching Party has delivered a Notice of Termination with respect to such breach (specifically referencing this Section 7.1 (vii)) to the breaching Party in accordance with Section 9.10 hereof.

### 7.2. JPMorgan Additional Termination Event.

In addition to the Termination Events set forth in Section 7.1, JPMorgan shall have the right at any time to terminate this Agreement by delivering a Notice of Termination to the other Parties (which termination shall be effective upon receipt of such Notice of Termination in the case of clauses (i), (ii) or (iii) below, and seven (7) calendar days after receipt of such Notice of Termination (subject to the right of JPMorgan to rescind such Notice of Termination) in the case of clause (iv) below) if (i) a plan of adjustment (including an Acceptable Plan) filed by the County fails to provide for (a) the consensual allowance and treatment of the claims of JPMorgan (including claims of its affiliates) against the County other than on account of the 2001-B GO Warrants and the GO Swap Agreement Claim, including, without limitation, claims arising under or in connection with the County's special revenue sewer warrants (the "Sewer Warrants") issued pursuant to that certain Trust Indenture, dated as of February 1, 1997, between the County and The Bank of New York Mellon, as indenture trustee (as amended, the "Sewer Warrant Indenture"), and (b) the consensual settlement and release of any litigation, claims, causes of action or avoidance actions (including those arising under the Bankruptcy Code or nonbankruptcy law) against JPMorgan or its affiliates relating to the Sewer Warrants, the County's sewer system, the Sewer Warrant Indenture, or any transactions related thereto, in each case under clauses (a) and (b) that is acceptable to JPMorgan in its sole discretion (such allowance, treatment, settlement, and release, collectively, an "Acceptable Sewer Treatment"); (ii) any plan support agreement between the County and JPMorgan providing for an Acceptable Sewer Treatment is terminated, or the County indicates its intention (or JPMorgan determines that the County intends) to file a plan of adjustment (including an Acceptable Plan) that fails to provide for an Acceptable Sewer Treatment; (iii) the County withdraws a plan of adjustment (including an Acceptable Plan) that provides for an Acceptable Sewer Treatment; or (iv) the County modifies a plan of adjustment (including an Acceptable Plan) so that such plan of adjustment (including an Acceptable Plan) no longer provides for an Acceptable Sewer Treatment.

If any of the foregoing Termination Events set forth in Sections 7.1 or 7.2 occur and, if applicable, a Notice of Termination is delivered to the appropriate Party or Parties in accordance with Section 9.10 hereof, then this Agreement shall terminate as to all Parties. For the avoidance of doubt, if JPMorgan terminates this Agreement under Section 7.2, the County reserves all of its rights with respect to the terms that may be included in any plan of adjustment, including, without limitation, with respect to the classification and treatment of any claims of JPMorgan, BLB, or the Indenture Trustee.

The foregoing Termination Events set forth in Sections 7.1 or 7.2 are intended solely for the benefit of the Parties; provided, however, that no Party may terminate this Agreement based upon a material breach arising solely out of its own actions or omissions.

### 7.3. Consent to Termination.

This Agreement shall be terminated immediately upon written agreement of all the Parties to terminate this Agreement; provided, however, that such termination of this Agreement shall not restrict the Parties' rights and remedies with respect to any prior breach of this Agreement by any Party.

#### 7.4. Effect of Termination.

If this Agreement is terminated, then this Agreement will forthwith become null and void as to all Parties, and there will be no continuing liability or obligation on the part of any Party hereunder as of the date of such termination, except as otherwise provided in Section 7.3.

#### Section 8. Effectiveness of this Agreement.

This Agreement shall become effective once duly executed by each Party. Notwithstanding the foregoing, the provisions of any Acceptable Plan shall become effective only on the Effective Date.

#### Section 9. Miscellaneous Terms.

##### 9.1. Binding Obligation; Savings Clause.

Subject to the provisions of Bankruptcy Code sections 1125 and 1126, this Agreement is a legally valid and binding obligation of the Parties, enforceable in accordance with its terms, and shall inure to the benefit of the Parties and their respective successors, assigns, and representatives. Nothing in this Agreement, express or implied, shall give to any person or entity, other than the Parties and their respective successors, assigns, and representatives, any benefit or any legal or equitable right, remedy, or claim under this Agreement. Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall not constitute an agreement by the Parties to take any step or action that would violate any provision of applicable bankruptcy law or any other applicable laws, and to the extent any provision shall be construed as constituting such a violation, such provision shall be deemed stricken herefrom and of no force and effect without liability to any of the Parties.

##### 9.2. Headings.

The headings of all sections of this Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit, or aid in the construction or interpretation of any term or provision hereof.

##### 9.3. Governing Law; Venue and Service.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE "CHOICE OF LAW" PRINCIPLES OF THAT OR ANY OTHER JURISDICTION. By its execution and delivery of this Agreement, each of the Parties hereby irrevocably and unconditionally agrees that any dispute with respect to this Agreement shall be resolved by the Bankruptcy Court, which shall have non-exclusive jurisdiction and power to enforce the terms of this Agreement. Each of the Parties hereby irrevocably submits to the personal jurisdiction of the Bankruptcy Court solely for purposes of the foregoing sentence and irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding. Each of the Parties irrevocably consents to service of process by mail at the addresses listed for such Party in Section 9.10 hereof. Each of the Parties agrees that its submission to jurisdiction and consent to service of process by mail is made for the sole and express benefit of each of the other Parties to this Agreement.

##### 9.4. Complete Agreement; Interpretation; Modification and Waiver.

(a) This Agreement constitutes the complete agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, among the Parties with respect thereto; provided, however, that the Indenture, the Standby Agreement, and the GO Swap Agreement shall remain in full force and effect in accordance with their terms (but subject to all limitations now existing under the Bankruptcy Code or otherwise as a result of the commencement of the Bankruptcy Case) until the Effective Date.

(b) This Agreement is the product of negotiation by and among the Parties. Any Party enforcing or interpreting this Agreement shall interpret it in a neutral manner. There shall be no presumption concerning whether to interpret this Agreement for or against any Party by reason of that Party having drafted this Agreement, or any portion thereof, or caused it or any portion thereof to be drafted.

(c) This Agreement may only be modified, altered, amended, or supplemented by an agreement in writing signed by each Party. No waiver of any provision of this Agreement or any default, misrepresentation, or breach of any representation, warranty, or covenant hereunder, whether intentional or not, shall be valid unless the same is made in a writing signed by the Party making such waiver, nor will such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of any representation, warranty, or covenant hereunder, or affect in any manner any rights arising by virtue of any prior or subsequent default, misrepresentation, or breach of any representation, warranty, or covenant.

##### 9.5. Specific Performance.

The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, the Parties agree that, in addition to any other remedies, each Party shall be entitled to enforce the terms of this Agreement by a decree of specific performance without the necessity of proving the inadequacy of money damages as a remedy and without regard to anything to the contrary contained in applicable law. Each Party hereby waives any requirement for the securing or posting of any bond in connection with such remedy. Each Party further agrees that the only

permitted objection that it may raise in response to any action for equitable relief is that it contests that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached.

9.6. Execution of this Agreement.

This Agreement may be executed and delivered (by facsimile, PDF, or otherwise) in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement. Each individual executing this Agreement on behalf of a Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of said Party.

9.7. Independent Due Diligence and Decision-Making.

Each Party hereby confirms that its decision to execute this Agreement has been based upon its independent investigation of the operations, businesses, financial and other conditions and prospects of the County. Each Party acknowledges that any materials or information furnished to it by any other Party has been provided for informational purposes only, without any representation or warranty by such other Party.

9.8. Settlement Discussions.

This Agreement and the restructuring proposal contemplated by an Acceptable Plan are part of a proposed settlement of disputes among the Parties relating to the 2001-B GO Warrants and the GO Swap Agreement Claim. Nothing herein shall be deemed an admission of any kind. If the transactions contemplated herein are not consummated, or following the occurrence of a Termination Event as set forth herein, if applicable, nothing shall be construed herein as a waiver by any Party of any or all of such Party's rights and the Parties expressly reserve any and all of their respective rights. Pursuant to Federal Rule of Evidence 408 and any applicable state rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce the terms of this Agreement.

9.9. Legal and Other Fees.

Except as set forth in Section 1(g) of this Agreement with respect to the Indenture Trustee, all of the Parties shall bear their own respective costs and expenses, including legal and other professional fees, associated with the negotiation and implementation of this Agreement.

9.10. Notices.

All notices hereunder (including, without limitation, any Notice of Termination), shall be deemed given if in writing and delivered, if sent by telecopy, electronic mail, courier, or by registered or certified mail (return receipt requested) to the following addresses and telecopier numbers (or at such other addresses or telecopier numbers as shall be specified by like notice):

If to the County:

Jefferson County, Alabama  
Attn: County Manager  
Room 251, Jefferson County Courthouse  
716 Richard Arrington Jr. Boulevard North  
Birmingham, Alabama 35203  
Facsimile: (205) 731-2879

-and-

Jefferson County, Alabama  
Attn: County Attorney  
Room 280, Jefferson County Courthouse  
716 Richard Arrington Jr. Boulevard North  
Birmingham, Alabama 35203  
Facsimile: (205) 325-5840

-and-

Bradley Arant Boult Cummings LLP  
One Federal Place  
1819 Fifth Avenue North  
Birmingham, Alabama 35203  
Attn: J. Patrick Darby, Esq.  
Facsimile: (205) 521-8500  
Email: [pdarby@babbc.com](mailto:pdarby@babbc.com)

-and-

Klee, Tuchin, Bogdanoff & Stern LLP  
1999 Avenue of the Stars, 39th Floor  
Los Angeles, California 90067  
Attn: Kenneth N. Klee, Esq.; Lee R. Bogdanoff, Esq.; Whitman L. Holt, Esq.  
Facsimile: (310) 407-9090  
E-mail: [kklee@ktbslaw.com](mailto:kklee@ktbslaw.com); [lbogdanoff@ktbslaw.com](mailto:lbogdanoff@ktbslaw.com); [wholt@ktbslaw.com](mailto:wholt@ktbslaw.com)

If to the Indenture Trustee:



Wells Fargo Bank, National Association  
Corporate Trust Services  
MAC #N9311-115  
625 Marquette Avenue, 11 th Floor  
Minneapolis, MN 55479  
Attn: Gavin Wilkinson  
Facsimile: (612) 667-5047  
Email: Gavin.Wilkinson@wellsfargo.com

-and-

Reed Smith LLP  
Reed Smith Centre  
225 Fifth Avenue, Suite 1200  
Pittsburgh, Pennsylvania 15222  
Attn: Eric A. Schaffer, Esq.  
Facsimile: (412) 288-3063  
Email: eschaffer@reedsmith.com

If to BLB:

BayernLB  
560 Lexington Avenue  
New York, New York 10022  
Attn: Joseph Campagna  
Facsimile: (212) 230-9114  
Email: jcampagna@bayernlb.com

-and-

Venable LLP  
Rockefeller Center  
1270 Avenue of the Americas  
The Twenty-Fourth Floor  
New York, New York 10020  
Attn: Edward A. Smith, Esq.  
Facsimile: (212) 307-5598  
Email: EASmith@Venable.com

If to JPMorgan :

JPMorgan Chase Bank, N.A.  
383 Madison Avenue  
New York, New York 10179  
Attn: William A. Austin  
Facsimile: (212) 622-4556  
Email: william.a.austin@jpmchase.com

-and-

Simpson Thacher & Bartlett LLP  
425 Lexington Avenue  
New York, New York 10017  
Attn: Steve M. Fuhrman, Esq.  
Facsimile: (212) 455-2502  
Email: sfuhrnan@stblaw.com

Any notice given by delivery, mail, or courier shall be effective when received. Any notice given by telecopier shall be effective upon oral or machine confirmation of transmission. Any notice given by electronic mail shall be effective upon oral or machine confirmation of receipt.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President - Jefferson County Commission

WELLS FARGO BANK, NATIONAL

ASSOCIATION, AS INDENTURE TRUSTEE



By: Its:  
 BAYERISCHE LANDESBANK,  
 NEW YORK BRANCH

By: Its:  
 JPMORGAN CHASE BANK, N.A.

By: Its:

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

May-16-2013-321

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of James Miller to fill the unexpired term of Peter Simmons on the Jefferson County Planning and Zoning Commission, beginning upon approval and ending December 15, 2015, be and hereby is approved.

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

JEFFERSON COUNTY COMMISSION

Finance Department

Unusual Demands

5/16/2013

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MEDICAL TRANSCRIPTION DICTATION FOOT CONTROL PEDAL	CORONER/MED EXAM	59.00	1900070048
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE FOR BARTON LAB BOX AND PARKING REFUND	GEN SVCS: ADMIN	49.08	1900070010
DISTRICT 1	1000193	JEFFERSON CO TREASURER	DEPUTY CORONER LOGO UNIFORM	CORONER/MED/ EXAM	119.80	1900069976
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF STAMPS FOR REVENUE MAIL OUT	GEN SVCS: ADMIN	78.54	1900069927
DISTRICT 1	1031179	JOURNAL OF LIGHT CONSTRU	SUBSCRIPTION FOR 2 YEARS	GEN SVCS: ADMIN	59.95	1900070218
*DISTRICT 1					366.37	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	HERBICIDE LICENSE FEE & NAILS - KETONA	R&T: HWAY MAINT-KETONA	191.36	1900070041
DISTRICT 2	1000193	JEFFERSON CO TREASURER	1 GALLON SPRAYER - CAMP BESSEMER	R&T: HWAY MAINT-BESS	31.94	1900070038
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PRIMER PUMP FOR WEDEATER - TRAFFIC	R&T: HWAY MAINT-BESS	2.50	1900070039
DISTRICT 2	1000193	JEFFERSON CO TREASURER	EXTERNAL HARD DRIVE - ADMINISTRATION	R&T: ADMIN	139.99	1900070085
DISTRICT 2	1000193	JEFFERSON CO TREASURER	EXTERNAL HARD DRIVE - HIGHWAY ENGINEERING	R&T: HWAY ENG & CONSTR	89.99	1900070086
DISTRICT 2	1000193	JEFFERSON CO TREASURER	FREIGHT & SHIPPING CHARGES- RETURN TRAFFIC DIVISIO	R&T: HWAY MAINT-KETONA	46.81	1900070072
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL, PARTS, KEYS, LEATHERCASE (BESSEMER)	R&T: HWAY MAINT-BESS	205.45	1900069782
DISTRICT 2	1000193	JEFFERSON CO TREASURER	EXPANDABLE FOAM, DRILL BITS, STEEL DOOR-KETONA	R&T: HWAY MAINT-KETONA	240.74	1900070220
DISTRICT 2	1000193	JEFFERSON CO TREASURER	BARBED WIRE, SPRAYER NOZZLE TIPS & NOZZLES	R&T: HWAY MAINT-KETONA	174.97	1900070209
DISTRICT 2	1000193	JEFFERSON CO TREASURER	KEY TAGS - CAMP KETONA	R&T: HWAY MAINT-KETONA	40.00	1900070204
DISTRICT 2	1002663	MICHAEL KEVIN MITCHELL	TRAVEL REIMBURSEMENT - MIKE MITCHELL 3/24-27/13	R&T: HWAY MAINT-KETONA	65.22	1900069992
*DISTRICT 2					1,228.97	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	DOLLY AND WORK GLOVES	SHERIFF ENFORCE-BHAM	40.97	1900069971
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-ENFORCEMENT EXAMINERS	REVENUE	234.51	1900070109
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TECHNOLOGY GARAGE EQUIPMENT	SHERIFF ENFORCE-BHAM	36.55	1900069972
DISTRICT 3	1000193	JEFFERSON CO TREASURER	KEY LOCKS	SHERIFF ENFORCE-BHAM	14.47	1900069973
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. POSTAGE-CENTERPOINT 27.73	REVENUE	27.73	1900070001
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. -BIRMINGHAM(TITLE APP)& SUPPLIES	REVENUE	200.72	1900070211
DISTRICT 3	1003211	THE BANK OF NEW YORK	AUCTION FEE 2005 A 02/01/2013-02/1/2014	FINANCE ADMIN	6,330.00	1900070165
DISTRICT 3	1030848	JEFF COUNTY DISTRICT ATTY'S	BESS DA TO PAY COURT - BD EQ REIMBURSE	BD OF EQUAL - BHAM STATE	160.50	1900070106
*DISTRICT 3					7,045.45	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	AAPGMI MEMBERSHIP DUES - DAVID COWAN & STAN SMITH	INSPECTION SERVICES	40.00	1900069974
DISTRICT 4	1000193	JEFFERSON CO TREASURER	REIMBURSE SUE HOPSON FOR RUBBER STAMP FOR OFFICE	LAND DEVELOPMENT	6.65	1900070042
DISTRICT 4	1000193	JEFFERSON CO TREASURER	REIMBURSE JEFF GUNTER FOR AAFM SPRING SEMINAR FEE	LAND DEVELOPMENT	50.00	1900070043
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PROGRAMS & SERVICES LUNCHEON	FC ADMIN SERVICES	204.82	1900069935
DISTRICT 4	1000193	JEFFERSON CO TREASURER	RECEIPT BOOKS, PARKING/TRAINING, OVERNIGHT SERVICE	FC CLERKS OFFICE	114.61	1900069865
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FOOD/EQUIPMENT FOR RESIDENTS	YOUTH DET: SUPPORT SVCS	147.13	1900069799
DISTRICT 4	1020923	ALABAMA FIRE COLLEGE	12 SMA HOMEWOOD - ROPE RESCUE CLASS	EMA	400.00	1900070110
DISTRICT 4	1020923	ALABAMA FIRE COLLEGE	12 SMA HOMEWOOD - TRENCH CLASS	EMA	1,475.00	1900070216
DISTRICT 4	1029614	DOUGLAS OR CYNTHIA DAVIS	SR REIMBURSEMENT - DOUGLAS & CYNTHIA DAVIS	EMA	4,000.00	1900070222
DISTRICT 4	1030586	JAMES ANDREW BULLARD	SR REIMBURSEMENT - JAMES BULLARD	EMA	4,000.00	1900070223
DISTRICT 4	1030740	DANIEL B DUNCAN	SR REIMBURSEMENT - DANIEL B DUNCAN	EMA	3,600.00	1900070050
DISTRICT 4	1030786	SAM R PRICE	SR REIMBURSEMENT - SAMUEL PRICE	EMA	3,971.25	1900070225
DISTRICT 4	1030798	L & M ELECTRIC, INC.	PERMIT 130027E - BOUGHT 2 PERMITS FOR THE SAME JOB	INSPECTION SERVICES	153.00	1900070316
DISTRICT 4	1031163	SAVANAHS FOOD MART LLC	REFUND BEVERAGE CASE SAVANAHS FOOD MART LLC DBA	LAND DEVELOPMENT	200.00	1900070166
*DISTRICT 4					18,362.46	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BATTERIES FOR THE GENERATOR PLC AT TURKEY	ES: TURKEY CRK WWTP	11.99	1900069861
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PARTS TO FIX PRESS BLDG SINK	ES: CAHABA RIVER WWTP	5.37	1900070070
DISTRICT 5	1000193	JEFFERSON CO TREASURER	4"X3" FLEXIBLE COUPLING	ES: CONSTR SEWER LINE	8.70	1900068566
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DIAPH KIT	ES: CAHABA RIVER WWTP	23.84	1900069263
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PVC PIPE, COUPLING, RATCHET, CABLES, EXHAUST FLUID	ES: CONSTRUCT SEWER LINE	74.97	1900069310
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FLEX COUPLING, PVC CELLCORE	ES: CONSTRUCT SEWER LINE	24.42	1900069311
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GFI OUTLET FOR THE INFLUENT	ES: TURKEY CREEK WWTP	14.49	1900069610
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DUST MASK, POLY TUBING AND GREAT STUFF SEALANT	ES: TURKEY CREEK WWTP	54.58	1900069607
DISTRICT 5	1000193	JEFFERSON CO TREASURER	AUTO PARTS FOR MAINTENANCE TRUCK	ES: CAHABA RIVER WWTP	10.82	1900069673
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BREAKFAST ITEMS, DISH DET, BLADES, OIL, SCREWS, PHONE C	ES: ADMIN LINE MAINT	344.43	1900069711
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HOSE ASSEMBLY	ES: CAHABA RIVER WWTP	51.82	1900069825
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOUGHT GARY A NEW OFFICE PRINTER/SCANNER	ES: CAHABA RIVER WWTP	99.99	1900069968
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REFILL KIT	ES: CAHABA RIVER WWTP	1.81	1900069820
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HINGE	ES: CAHABA RIVER WWTP	5.56	1900069826
DISTRICT 5	1000193	JEFFERSON CO TREASURER	URINAL REBUILD KIT; COUPLER; PISTON;	ES: VILLAGE ELEC SHOP	441.68	1900069832
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PARTS TO FIX SINK IN PRESS BLDG	ES: CAHABA RIVER WWTP	9.45	1900070067
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WATERTITE TO FIX LEAK AND INFLUENT LASERS	ES: CAHABA RIVER WWTP	17.82	1900070068
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HINGE TO FIX LID AT JUNCTION BOX	ES: CAHABA RIVER WWTP	5.97	1900070069
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SAMPLE BOTTLES FOR LAB	ES: CAHABA RIVER WWTP	129.60	1900070071
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PLUG OUTLET & INSERT	ES: CAHABA RIVER WWTP	15.28	1900069827
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REDUCING BUSHING, 4" COUPLING, V-BELTS, LOCK, CONN CAB	ES: PKAGE WWTP & PUMP STA	181.46	1900070049
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WASTEWATER GRADE 1C PERMIT-DENNIS JACKS	ES: SANITATION ADMIN	40.00	1900069906

DISTRICT 5	1000193	JEFFERSON CO TREASURER	50 PIECES OF BERMUDA SOD	ES: CONSTRUCT SEWER LINE	75.00	1900069975
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REFUND OF TRAVEL COST DUE EMPLOYEE R. PENNINGTON	ES: SANITATION ADMIN	7.66	1900070012
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POSTAGE FOR COMPLIANCE DOCUMENTS TO EPA	ES: SANITATION ADMIN	17.44	1900069828
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PVC GLUE AND FITTINGS	ES: TURKEY CREEK WWTP	8.97	1900070047
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POSTAGE;LITE LENS;FUSE;TDR DELAY	ES: INSTRUMENT SHOP	269.35	1900069830
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FUSES FOR NEW EFF SAMPLER PUMP	ES: CAHABA RIVER WWTP	23.94	1900069969
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POSTAGE FOR DERRICK BROOKS ETHICS FORM	ES: CAHABA RIVER WWTP	1.32	1900069970
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REFUND OF TRAVEL COST DUE EMPLOYEE DAVID DENARD	ES: SANITATION ADMIN	12.96	1900070143
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SHOVELS;GAUGES;RELAYS;	ES: VILLAGE ELEC SHOP	275.54	1900070145
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FITTINGS, HYD. HOSE	ES: VILLAGE MAIN SHOP	427.44	1900070065
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HYD. HOSE	ES: VILLAGE MAINT SHOP	375.05	1900070066
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REFUND OF TRAVEL COST DUE EMPLOYEE DAVID WILLOUGHB	ES: TRUSSVILLE WWTP	13.15	1900070164
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FUSE FOR THE UV AT TURKEY	ES: TURKEY CREEK WWTP	10.60	1900069829
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FUSES FOR THE UV AT WARRIOR	ES: TURKEY CREEK WWTP	141.80	1900069831
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POSTAGE;FUSES;SOLDER;WATER;	ES: FIVE MILE CREEK WWTP	78.34	1900070037
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WHITE CARD STOCK	ES: SANITATION ADMIN	9.99	1900070217
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ROUND METAL;	ES: FIVE MILE MAINT SHOP	310.00	1900070175
DISTRICT 5	1000193	JEFFERSON CO TREASURER	AIR FILTER;HEX NUTS;CAPSCREWS;CLAMPS;VALVES;CEMENT	ES: FIVE MILE MAINT SHOP	273.27	1900070178
DISTRICT 5	1021189	KECIA ROME	ASSESSOR-JOSEPHZARAGOZA-0313GRADUATEASSESSMENT	PER BD: TESTING	125.00	1900069860
DISTRICT 5	1028666	HERMANSKI JACKSON	ASSESSOR-HERMANSKIJACKSON-0313GRADUATEASSESSMENT	PER BD: TESTING	593.59	1900069858
DISTRICT 5	1031009	BHARATI BELWALKAR	ASSESSOR-BHARATIBELWALKAR-013GRADASSESSMENT	PER BD: TESTING	125.00	1900069833
DISTRICT 5	1031010	PETER BOUGAS	ASSESSOR-PETERBOUGAS-0313GRADUATEASSESSMENT	PER BD: TESTING	333.98	1900069862
DISTRICT 5	1031011	ALICE BRAWLEY	ASSESSOR-ALICEBRAWLEY-0313GRADUATEASSESSMENT	PER BD: TESTING	351.40	1900069835
DISTRICT 5	1031012	NINA BRUCE	ASSESSOR-NINABRUCE-0313GRADUATEASSESSMENT	PER BD: TESTING	135.53	1900069836
DISTRICT 5	1031013	CHARLES BUFORD	ASSESSOR-CHARLESBUFORD-0313GRADUATEASSESSMENT	PER BD: TESTING	233.54	1900069837
DISTRICT 5	1031014	BRYANT BUSH	ASSESSOR-BRYANTBUSH-0313GRADUATEASSESSMENT	PER BD: TESTING	380.15	1900069838
DISTRICT 5	1031015	TERESA CASTILLO	ASSESSOR-TERESACASTILLO-0313GRADUATEASSESSMENT	PER BD: TESTING	408.91	1900069839
DISTRICT 5	1031016	NOSAKHARE EKHATOR	ASSESSOR-NOSAKHAREEKHATOR-0313GRADUATEASSESSMENT	PER BD: TESTING	187.26	1900069840
DISTRICT 5	1031017	TARA GOODLANDER	ASSESSOR-TARAGOODLANDER-0313GRADUATEASSESSMENT	PER BD: TESTING	208.78	1900069841
DISTRICT 5	1031018	SHANICE LITTLE	ASSESSOR-SHANICELITTLE-0313GRADUATEASSESSMENT	PER BD: TESTING	257.84	1900069842
DISTRICT 5	1031019	AMY MANDELKE	ASSESSOR-AMYMANDELKE-0313GRADUATEASSESSMENT	PER BD: TESTING	333.17	1900069843
DISTRICT 5	1031020	TERENCE MAXWELL	ASSESSOR-TERENCEMAXWELL-0313GRADUATEASSESSMENT	PER BD: TESTING	125.00	1900069844
DISTRICT 5	1031021	TYREE MITCHELL	ASSESSOR-TYREEMITCHELL-0313GRADUATEASSESSMENT	PER BD: TESTING	125.00	1900069851
DISTRICT 5	1031022	STEPHANIE MURPHY	ASSESSOR-STEPHANIEMURPHY-0313GRADUATEASSESSMENT	PER BD: TESTING	437.66	1900069852
DISTRICT 5	1031023	ZACHARY PARKER	ASSESSOR-ZACHARYPARKER-0313GRADUATEASSESSMENT	PER BD: TESTING	175.00	1900069853
DISTRICT 5	1031024	CANDICE RATLIFF	ASSESSOR-CANDICERATLIFF-0313GRADUATEASSESSMENT	PER BD: TESTING	175.00	1900069854
DISTRICT 5	1031025	AMANDEEP SINGH	ASSESSOR-AMANDEEPSINGH-0313GRADUATEASSESSMENT	PER BD: TESTING	132.70	1900069855
DISTRICT 5	1031026	CHRISTOPHER VANDE VUSSE	ASSESSOR-CHRISTOPHERVUSSE-0313GRADUATEASSESSMENT	PER BD: TESTING	333.18	1900069856
DISTRICT 5	1031027	BEVERLY YANCEY	ASSESSOR-BEVERLYYANCEY-0313GRADUATEASSESSMENT	PER BD: TESTING	150.11	1900069857
DISTRICT 5	1031028	JOSEPH ZARAGOZA	ASSESSOR-JOSEPHZARAGOZA-0313GRADUATEASSESSMENT	PER BD: TESTING	125.00	1900069859
DISTRICT 5	1031086	DONNA J SUTTON	REFUND FOR OVERPAYMENT & FB W0-92751(L#5)	FIN SEWER SER	214.78	1900069779
DISTRICT 5	1031087	ERIC MAHAN	REFUND FOR OVERPAYMENT & FB R 1000-1082(D)	FIN SEWER SER	135.98	1900069780
DISTRICT 5	1031088	J BRANDON ROBERTSON	REFUND FOR OVERPAYMENT & FB I 1-1650(D)	FIN SEWER SER	188.46	1900069781
DISTRICT 5	1031115	JAMES BOR JR.	BENEFITS REFUND FOR JAMES BOR JR.	HR ADMIN	261.50	1900070044
DISTRICT 5	1031130	DANA LAYNE	REFUND FOR OVERPAYMENT & FB W0-101812(D)	FIN SEWER SER	19.44	1900070299
DISTRICT 5	1031131	UNIVERSITY FEDERAL CU	REFUND FOR LEAK ADJUSTMENT W0-82258(C)	FIN SEWER SER	2,000.00	1900070300
DISTRICT 5	1031142	RALPH POWERS	REFUND FOR LEAK ADJUSTMENT L 2-37202061(C)	FIN SEWER SER	905.64	1900070301
DISTRICT 5	1031187	GLENCROSS HOMEOWN ASSOC	REFUND FOR ERR IN BILLING SANC W0-112048(C)	FIN SEWER SER	172.49	1900070309
DISTRICT 5	1031188	HELEN D MCCOY	REFUND FOR OVERPAYMENT & FB R 9-70010082(D)	FIN SEWER SER	62.44	1900070310
DISTRICT 5	1031189	CHICAGO TITLE INSURANCE CO	REFUND FOR OVERPAYMENT ON LIEN N 2913-7575(L1)	FIN SEWER SER	148.76	1900070311
*DISTRICT 5					13,468.16	
**					<b>40,471.41</b>	

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

May-16-2013-322

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.

For Week of 04/16/13 - 04/22/13

1. ENVIRONMENTAL SERVICES (BARTON LABORATORY) FROM IDEXX DISTRIBUTION INCORPORATED, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER FOR PURCHASE OF ECOLI TESTING ITEMS REQUIRED BY ADEM. SAP PURCHASE ORDER # 2000068225 CHANGE ORDER \$4,300.00  
PURCHASE ORDER \$9,299.99 TOTAL
2. ENVIRONMENTAL SERVICES (DEPT 7311) FROM JASPER ELECTRIC MOTOR, JASPER, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER FOR ELECTRICAL REPAIR WORK ON A-AS WEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000068457 CHANGE ORDER \$ 16,000.00  
REFERENCE BID # 131-12 PURCHASE ORDER \$116,000.00 TOTAL
3. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM WADE SAND AND GRAVEL. BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER FOR GRAVEL AND STONE ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000068492  
CHANGE ORDER \$ 4,000.00 REFERENCE BID # 91-12 PURCHASE ORDER \$14,000.00 TOTAL
4. ROADS AND TRANSPORTATION: HIGHWAY MAINTENANCE - KETONA FROM HELENA CHENIIC AL COMPANY, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR HERBICIDE FOR THE PERIOD OF 10/01/12 - 9/30/13 FOR PURCHASES ON AN AS NEEDED BASIS. SAP PURCHASE ORDER # 2000070197  
CHANGE ORDER \$71,000.00 REFERENCE BID # 3-12 PURCHASE ORDER \$91,000.00 TOTAL
5. COOPER GREEN MERCY HEALTH SERVICES FROM SOUTHERN SWEEPER AND SCRUBBERS INCORPORATED, HORN

- LAKE, MS, TO PAY PAST DUE INVOICES FOR SWEEPERS IN ORDER TO MAINTAIN FACILITY GROUNDS AT CGMHS.  
SAP PURCHASE ORDER # 2000072011            \$9,000.00    TOTAL
6. GENERAL SERVICE: ADMINISTRATION FROM KAMAN INDUSTRIAL TECHNOLOGIES, ATLANTA, GA, TO PURCHASE UHMW LINERS. SAP PURCHASE ORDER # 2000072274        \$8,938.38    TOTAL
7. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM CAHABA TRACTOR, PELHAM, AL, TO PURCHASE TWO (2) 2013 KUBOTA TRACTORS WITH 4/WD WITH HYDRAULIC SHUTTLE AND CAB.  
SAP PURCHASE ORDER # 2000072321            \$41,054.40    TOTAL  
NATIONAL JOINT POWER ALLIANCE QUOTE# NJPA-2013-078
8. ROADS AND TRANSPORTATION: FLEET MANAGEMENT (DEPT 7253) FROM CAPITAL TRACTOR INCORPORATED, MONTGOMERY, AL, TO PURCHASE ONE (1) 2013 KUBOTA WHEEL LOADER AND ATTACHMENTS.  
SAP PURCHASE ORDER # 2000072351            \$50,187.00    TOTAL  
STATE OF ALABAMA CONTRACT # 4010890 & T222
9. ROADS AND TRANSPORTATION: FLEET MANAGEMENT (DEPT 7253) FROM CAHABA TRACTOR, PELHAM, AL, TO PURCHASE TWO (2) 2013 KUBOTA TRACTORS WITH 4/WD WITH HYDRAULIC SHUTTLE AND CAB.  
SAP PURCHASE ORDER # 2000072356            \$47,420.00    TOTAL  
NATIONAL JOINT POWER ALLIANCE QUOTE # NJPA-2013-078
10. THE PERSONNEL BOARD OF JEFFERSON COUNTY FROM SHERATON BIRMINGHAM HOTEL. BIRMINGHAM, AL, TO AWARD BID FOR HOTEL ACCOMMODATION - VOLUNTEER ASSESSORS FOR THE PERIOD OF 6/01/13 - 5/31/14.  
REFERENCE BID # 70-13
11. THE PERSONNEL BOARD OF JEFFERSON COUNTY FROM TUTWILER HOTEL / HAMPTON INNS AND SUITES. BIRMINGHAM, AL, TO AWARD BID FOR HOTEL ACCOMMODATIONS - VOLUNTEER ASSESSORS FOR THE PERIOD OF 6/01/13 - 5/31/14. REFERENCE BID # 70-13
12. JEFFERSON COUNTY DEPARTMENTS AND PACA MEMBERS FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, TO RENEW CONTRACT FOR WORK UNIFORMS FOR THE PERIOD OF 6/22/13 - 6/21/13.  
SCHEDULED FOR REBID IN FYI 5.        REFERENCE BID # 146-11  
For Week of 04/23/13 - 04/29/13
1. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM S & H GLASS, CLAY, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER TO PAY INVOICES FOR PARTS \D OR REPAIRS TO VEHICLES ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000068308  
CHANGE ORDER    \$10,000.00            PURCHASE ORDER    \$25,000.00    TOTAL
2. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM WEIL WRECKER, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER TO PAY INVOICES FOR TOWING AND WRECKER SERVICES ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000068310  
CHANGE ORDER    \$ 5,000.00    REFERENCE BID # 190-11            PURCHASE ORDER    \$13,500.00    TOTAL
3. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM COWIN EQUIPMENT, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER TO PAY INVOICE FOR PARTS AND/OR REPAIRS TO VEHICLES ON AN AS NEEDED BASIS. SAP PURCHASE ORDER # 2000068822    CHANGE ORDER    \$2,000.00  
PURCHASE ORDER \$6,900.00    TOTAL
4. JEFFERSON REHABILITATION AND HEALTH CENTER, YOUTH DETENTION AND PACA FROM REGIONAL PRODUCE, BIRMINGHAM, AL, CONTRACT RENEWAL FOR FRESH PRODUCE ON AN AS 'NEEDED BASIS FOR THE PERIOD OF 5/23/13 - 5/22/14. SCHEDULED FOR REBID IN FY14. REFERENCE BID # 83-11
5. JEFFERSON COUNTY DEPARTMENTS FROM FILTER SERVICE COMPANY, TUSCALOOSA, AL, CONTRACT RENEWAL FOR AIR FILTERS ON AS NEEDED BASIS FOR THE PERIOD OF 6/14/13 - 6/13/14. SCHEDULED FOR REBID IN FY14  
REFERENCE BID # 105-11
6. JEFFERSON REHABILITATION AND HEALTH CENTER, YOUTH DETENTION AND PACA FROM BARBERS DAIRY, BIRMINGHAM, AL, CONTRACT RENEWAL FOR MILK AND RELATED PRODUCTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 8/01/13 - 7/31/14. SCHEDULED FOR REBID IN FY14. REFERENCE BID # 100-11  
For Week of 04/30/13 - 05/06/13
1. COOPER GREEN MERCY HEALTH SERVICES FROM TABB TEXTILE COMPANY INCORPORATED, OPELIKA, AL, CONTRACT RENEWAL TO PURCHASE BATH LINEN AND PILLOWCASES ON AN .AS NEEDED BASIS FOR THE PERIOD OF 3/09/13 - 3/08/14. SCHEDULED FOR REBID IN FY14. REFERENCE BID # 82-11
2. COOPER GREEN MERCY HEALTH SERVICES FROM AAA ENVIRONMENTAL SERVICES, BIRMINGHAM, AL,

- CONTRACT RENEWAL TO REPAIR JANITORIAL EQUIPMENT ON AN AS NEEDED BASIS FOR THE PERIOD OF 2/28/13 - 9/30/14. SCHEDULED FOR REBID IN FY15. REFERENCE BID # 72-12
3. COUNTYWIDE DEPARTMENTS AND ENTITIES FROM OFFICE DEPOT INCORPORATED (PRINT SERVICES DIVISION), BOCA RATON, FL, TO AWARD CONTRACT TO PURCHASE OFFSITE DIGITAL PRINT AND COPY SERVICES ON AN AS NEEDED BASIS FOR THE PERIOD OF 5/01/13 - 4/30/16. PACA MEMBERS WILL BE RESPONSIBLE FOR THEIR OWN PURCHASES. REFERENCE BID # 68-13
  4. JEFFERSON COUNTY DEPARTMENTS AND PACA FROM DASHER TECHNOLOGIES, DELL MARKETING, LP AND INTERNATIONAL BUSINESS MACHINES (IBM), TO AWARD BID TO PURCHASE SERVERS ON AN AS NEEDED BASIS FOR FUTURE PURCHASES-PACA MEMBERS WILL BE RESPONSIBLE FOR THEIR OWN PURCHASES FOR THE PERIOD OF 5/16/13 - 4/30/14. REFERENCE BID # 83-13
  5. ENVIRONMENTAL SERVICES WWTP'S FROM CONSOLIDATED PIPE AND SUPPLY, BIRMINGHAM, AL, RECOMMENDATION TO AWARD CONTRACT TO PURCHASE PIPE SUPPLIES ON AN AS NEEDED BASIS FOR THE PERIOD 5/01/13 - 4/30/14. REFERENCE BID # 86-13
  6. ENVIRONMENTAL SERVICES: T. V. INSPECTION FROM ATLAS INSPECTION TECHNOLOGIES INCORPORATED, CLINTON, LA, TO AWARD BID TO PURCHASE SEWER CAMERAS AND SPARE PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 5/01/13 - 4/30/14. REFERENCE BID # 88-13
  7. BOARD OF EQUALIZATION FROM DASHER TECHNOLOGIES, BIRMINGHAM, AL, TO AWARD BID FOR E-RING SERVERS. REFERENCE BID # 94-13                      \$84,521.06      TOTAL
  8. ROADS AND TRANSPORTATION FROM VULCAN MATERIALS COMPANY, BIRMINGHAM, AL.. TO AWARD BID FOR THE PURCHASE OF GRAVEL AND RIP RAP PRODUCTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 5/16/13 - 3/31/14. REFERENCE BID # 95-13
  9. ROADS AND TRANSPORTATION FROM WADE SAND AND GRAVEL, BIRMINGHAM, AL, TO AWARD BID FOR THE PURCHASE OF GRAVEL AND RIP RAP PRODUCTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 5 /16/13 - 3/31/14. REFERENCE BID # 95-13
  - 11 JEFFERSON COUNTY SHERIFF'S DEPARTMENT TO REJECT ALL SUBMISSIONS FOR RFP 1 S3-12 PAY AND INMATE TELEPHONE SERVICES AND OPTIONAL VIDEO VISITATION SYSTEM. NEW RFP WILL BE RELEASED BASED ON REVISED SPECIFICATION SUBMITTED BY THE SHERIFF'S DEPARTMENT.
  11. JEFFERSON COUNTY BULK STORES WAREHOUSE FROM JOHNSTONE SUPPLY, BIRMINGHAM, AL, TO PURCHASE THIRTY (30) DRUMS OF FREON FOR AIR CONDITIONER. SAP PURCHASE ORDER # 7000008656  
\$13,770.00      TOTAL
  12. ROADS AND TRANSPORTATION: TRAFFIC SIGN SHOP/BESSEMER FROM ENNIS PAINT INCORPORATED, DALLAS, TX, TO PURCHASE YELLOW AND WHITE TRAFFIC LINE PAINT. CONTRACT PERIOD FOR 12/11/12- 12/10/13.  
SAP PURCHASE ORDER # 2000072596                      \$46,926.00      TOTAL  
STATE OF ALABAMA CONTRACT # 4012505, BID # T155
  - 13 . ENVIRONMENTAL SERVICES: T. V. INSPECTION FROM ATLAS INSPECTION TECHNOLOGIES INCORPORATED, CLINTON, LA, TO PURCHASE TWO (2) ARIES PE2720 PAN, TILT AND ZOOM CAMERAS. CONTRACT PERIOD: 5/01/13 - 4/30/14. SAP PURCHASE ORDER # 2000072713                      \$40,469.16      TOTAL                      REFERENCE BID # 88-13
  14. BOARD OF EQUALIZATION - BIRMINGHAM STATE FROM A T & T, ATLANTA, GA, TO PURCHASE CELLULAR PHONE SERVICE AND ACCESSORIES FOR THE PERIOD OF 6/01/13 - 9/30/13. SAP PURCHASE ORDER # 2000072775 \$7,223.00  
TOTAL                      STATE OF ALABAMA CONTRACT # 4011101, BID # T301
  15. ENVIRONMENTAL SERVICES: SEWER LINE CONSTRUCTION FROM CONSOLIDATED PIPE AND SUPPLY, BIRMINGHAM, AL, TO PURCHASE PIPE SUPPLIES FOR WWTP'S. SAP PURCHASE ORDER # 2000072777  
\$14,879.10      TOTAL                      REFERENCE BID # 86-13
  16. GENERAL SERVICES: ADMINISTRATION FROM JOHNSON CONTROLS INCORPORATED, HOOVER, AL, REPLACEMENT OF REFRIGERANT MONITORS (LABOR AND MATERIALS) - BESSEMER AND FAMILY COURT LOCATIONS. SAP PURCHASE ORDER # 2000072787                      \$6,165.00      TOTAL
  17. ENVIRONMENTAL SERVICES: T. V. INSPECTION FROM ATLAS INSPECTION TECHNOLOGIES LLC, CLINTON, LA, TO PURCHASE SPARE PARTS FOR ARIES CAMERA. SAP PURCHASE ORDER # 2000072797                      \$7,846.22      TOTAL  
REFERENCE BID # 88-13
  18. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM GOOCH PAINT AND BODY. BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER TO PAY INVOICES FOR VEHICLE PARTS AND/OR REPAIRS FOR THE REMAINDER OF FY13. SAP PURCHASE ORDER # 2000068305

- CHANGE ORDER \$ 8,000.00 PURCHASE ORDER \$15,000.00 TOTAL
19. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM NEXAIR LLC, MEMPHIS, TO CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER TO PAY INVOICES FOR OXYGEN, ACETYLENE & OTHER GASES FOR THE PERIOD OF 1/10/12 - 1/09/13. SAP PURCHASE ORDER # 2000068697 CHANGE ORDER \$ 2,500.00 REFERENCE BID # 56-12 PURCHASE ORDER \$11,500.00 TOTAL
20. ROADS AND TRANSPORTATION FROM VULCAN MATERIALS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER TO PAY INVOICES FOR GRAVEL, STONE, SLAG AND RIP RAP PRODUCTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 20000068475 CHANGE ORDER \$ 50,000.00 REFERENCE BID # 91-12 PURCHASE ORDER \$150,000.00 TOTAL
21. ENVIRONMENTAL SERVICES: PACKAGE WWTP & PUMP STATIONS FROM OVERHEAD DOOR COMPANY OF BIRMINGHAM, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR LABOR CHARGES. SAP PURCHASE ORDER # 2000070150 CHANGE ORDER \$ 550.00 PURCHASE ORDER \$5,370.00 TOTAL

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

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May 16-2013-324

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTIONS REPORT FILED BY THE PURCHASING DIVISION BE, AND THE SAME HEREBY IS APPROVED.

ADDENDUM NO. 1

For Week of 04/23/13 - 04/29/13

1. EXCEPTION FOR COOPER GREEN MERCY HEALTH SERVICES FROM UNIVERSAL HOSPITAL SERVICES, MINNEAPOLIS, MN, TO PAY PAST DUE INVOICES FOR HOSPITAL EQUIPMENT RENTAL. ALL EQUIPMENT HAS BEEN RETURNED. SAP PURCHASE ORDER # 2000072536 \$8,187.30 TOTAL CLARITY CONTRACT # CON-00000863 (EXPIRED)

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

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May-16-2013-325

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Report for the week of 4/16/13 - 4/22/13, 4/23/13 - 4/29/13 and 4/30/13 - 5/6/13, be and hereby is approved.

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

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May-16-2013-326

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the Jefferson Credit Union credit card statement of March 26, 2013.

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

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STAFF DEVELOPMENT

Multiple Staff Development	
General Services - 2 participants	
Brian Kelley	\$90.00
Rhonda Cashatt	\$45.00
Pesticide Application Certification Class	
Pelham, AL – May 21 & 28, 2013	
Roads & Transportation - 2 participants	
John Riley	\$245.00
Michael Gessling	\$245.00
Alabama Vegetation Management society Meeting	
Tuscaloosa, AL – February 26-27, 2013	
Roads & Transportation - 5 participants	
Jamey Wood, Christopher Butts, Robin Grime,	\$3,500.00
William McGuire & Wendell Ray	
ACI/CT Certification Class	
Birmingham, AL – September 24-27, 2013	
Roads & Transportation - 6 participants	
Greg Thompson, John Riley, Christopher Butts,	\$1,200.00
Steve Akers, James Little & DeWayne Bailey	
QCI Storm Water Training Certification Course	
Birmingham, AL – May 23, 2013	
Individual Staff Development	
Board of Equalization	
Jane Mardis	\$615.40
IAAO-151-USPAP Property Tax Certification Class	
Montgomery, AL – June 12-14, 2013	
Community Development	
Felicia Smith	\$1,612.26
Dept. of Justice Office on Violence Against Women	
Safe Haven Program	
Reno, NV – June 24-27, 2013	
Emergency Management Agency	
Annette Davis	\$812.80
Multi-Hazard Emergency Planning for Schools	
Emmitsburg, MD – June 23-28, 2013	
Revenue Department	
Charles Bell	\$3,295.69
Tax Audit	
Wichita, KS; Tulsa, OK & Houston, TX	
June 1-15, 2013	
Revenue Department	
Bruce Thompson	\$2,662.50
Tax Audit	
Boston, MA & Lyndhurst, NJ – June 22-30, 2013	
Revenue Department	
Tanjawania Hurst	\$110.00
Special Issues for Sales Tax	
Hoover, AL – July 13, 2013	
Revenue Department	
Tanjawania Hurst	\$110.00
Large Manufacturing Audits	
Hoover, AL – September 20, 2013	
Revenue Department	
Tanjawania Hurst	\$110.00
2013 Annual CRE Update	
Montgomery, AL – September 6, 2013	
Roads & Transportation	
Denise Shelton	\$415.00
IRWA Course 900 Principles of Real Estate Engineering	
Online Class	
Roads & Transportation	
Denise Shelton	\$415.00
IRWA Course 205 Bargaining Negotiations	

Online Class	
Roads & Transportation Denise Shelton IRWA Course 203 Alternative Dispute Resolution Online Class	\$415.00
Roads & Transportation Denise Shelton IRWA Course 200 Principles of Real Estate Negotiations Online Class	\$415.00
Roads & Transportation Kelly Watson IRWA Course 203 Alternative Dispute Resolution Online Class	\$415.00
Roads & Transportation Kelly Watson IRWA Course 200 Principles of Real Estate Negotiations Online Class	\$415.00
Roads & Transportation Paul Turner IRWA Course 203 Alternative Dispute Resolution Online Class	\$415.00
Roads & Transportation Paul Turner IRWA Course 205 Bargaining Negotiations Online Class	\$415.00
Roads & Transportation Paul Turner IRWA 606 Environmental Process Online Class	\$265.00
Roads & Transportation Paul Turner IRWA Course 700 Property Management Online Class	\$415.00
Roads & Transportation Paul Turner IRWA Course 900 Principles of Real Estate Engineering Online Class	\$415.00

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

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BUDGET TRANSACTIONS

Budget Transactions

1. Tax Collector - Bessemer \$8,814  
Shift funds and add purchasing memorandum to purchase a copier.
2. General Services \$5,900  
Add purchasing memorandum to purchase a gear-reducer assembly.
3. Fleet Management \$20,000  
Add purchasing memorandum to purchase two (2) Tahoe SUV’s from the City of Hoover.

For Information Only

4. Personnel Board \$20,598.44  
Shift funds and add purchasing memorandum to purchase two (2) storage devices for backup.

Motion was made by Commissioner Knight seconded by Commissioner Bowman that Budget Transactions be approved. Voting “Aye”

Knight Bowman, Brown, Carrington and Stephens.

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May-16-2013-327

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and AT&T to provide managed internet service, bandwidth and IP flexible reach services used to support Voice Over IP phone system for a period of 36 months with costs according to pricing schedule (on file in the Minute Clerk's Office).

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

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May-16-2013-328

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and LaSalle Systems, Inc. to provide annual Smart Net software and hardware maintenance for Cisco network equipment for the period March 1, 2013 - February 28, 2014 in the amount of \$80,663.46.

CONTRACT NO. 00004999

SMARTNET MAINTENANCE (CISCO EQUIPMENT)

THIS AGREEMENT entered into this 28<sup>th</sup> day of February 2013, by and between Jefferson County Alabama hereinafter called "the County", and LaSalle System Leasing, Inc., hereinafter called the contractor", located at 8401 Azalea Drive, Pinson, AL 35126. The effective date of this agreement shall be March 1, 2013.

WHEREAS, the County desires to contract for SmartNet Maintenance for Cisco Equipment for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to provide said maintenance to the County;

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from Jefferson County's ITB 63-13. The ITB describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The response from LaSalle Systems Leasing, Inc. constitutes essential components of this Contract and is adopted herein by reference. Those two components and this CONTRACT document constitute the entire agreement between the parties. Maintenance Equipment listed in Appendix A (attached - on file in the Minute Clerk's Office).
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render maintenance to Jefferson County Commission at any time after the effective date of this Contract. The Contract term expires on February 28, 2014, with the County's option to renew for two additional one year terms.
4. COMPENSATION: The Contractor shall be compensated in the sum of \$80,663.46.
5. PAYMENT TERMS: NET 30
6. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications.

In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

7. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.

8. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material 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 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.

9. **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 all applicable federal, state and local taxes, etc.

10. **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.

11. **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.

12. **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.

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

14. **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.

15. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

16. **STATEMENT OF COMPLIANCE:** By signing this contract, the contracting parties affirm, for the duration of the agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

17. **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 anything 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.

18. **HOLD HARMLESS AND INDEMNIFICATION:** Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed by a third party against or imposed upon County because of bodily injury, death or tangible property damage, real or personal, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

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

Agreement.

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

Jefferson County Commission

W.D. CARRINGTON, PRESIDENT

LaSalle Systems Leasing, Inc.

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

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May-16-2013-329

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama and E-Ring, Inc. to clarify annual maintenance due date and maintenance support issues in the amount of \$450,000.

CONTRACT NO. 00001555

RFP # 145-09

INTEGRATED TAX SYSTEM SERVICES CONTRACT

AMENDMENT TO CONTRACT

THIS AMENDMENT TO THE INTEGRATED TAX SYSTEM SERVICES CONTRACT (this "Amendment") is entered into this day of , 2013, by and between E-RING.COM, INC. (d/b/a E-Ring, Inc.) ("E-Ring"), whose registered office is at 4910 Corporate Dr., Suite B, Huntsville, AL 35805, and Jefferson County Commission ("the County"), whose registered office is at 716 Richard Arrington Blvd. North, Birmingham, AL 35203.

WHEREAS, E-Ring and the County are parties to that certain Integrated Tax System Service Contract dated as of October 1, 2010 (the "Agreement"), which was approved by the County on September 28, 2010, at M.B. 160, Pg. 487;

WHEREAS, the Agreement was amended pursuant to Amendment to Contract dated as of January 28, 2011, and approved by the County on February 8, 2011, at M.B. 161, Pg. 260; Addendum dated as of January 24, 2012, and approved by the County on January 24, 2012, at M.B. 162, Pgs. 536-537; and Amendment to Contract dated as of February 3, 2012, and approved by the County on February 14, 2012, at M.B. 162, Pg. 599; and

WHEREAS, the County and E-Ring desire to further amend the Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, E-Ring and the County hereby agree as follows:

1. PART A, Section 5 of the MAINTENANCE AND SUPPORT SERVICES AGREEMENT, included as Attachment A to Exhibit D (CAPTURE CAMA EDITION SOFTWARE LICENSE AGREEMENT) is revised to now state as follows:

Maintenance Fees are due and payable in advance on January 1 on an annual basis, with the first payment due and payable on January 1, 2013, for the year ending December 31, 2013. Any fees or expenses relating to Maintenance Services, but not included in the Maintenance Fees, as described in Part B of this Software Maintenance and Support Services Agreement, will be due and payable when and as the services are rendered or expenses incurred, as invoiced by E-Ring. E-Ring reserves the right to require prepayment or advance deposit of such fees and expenses.

Any Maintenance Fees or other fees or expenses not paid on the date on which they become payable will bear interest at the rate of 1 % per month until paid in full.

Notwithstanding the foregoing, the County agrees to remit full payment of Maintenance Fees in the amount of \$450,000 for the year ending December 31, 2013, to E-Ring no later than May 16, 2013, with no penalty, so long as the full payment of \$450,000 is actually received by E-Ring no later than May 17, 2013. If full payment of \$450,000 is not received by E-Ring on or before May 17, 2013, E-Ring will terminate all Maintenance and Support Services effective as of May 20, 2013.

2. PART B, Section 1 of the MAINTENANCE AND SUPPORT SERVICES AGREEMENT, included as Attachment A to Exhibit D (CAPTURE CAMA EDITION SOFTWARE LICENSE AGREEMENT) is revised to now include the following additional sections:

1.9. E-Ring confirms that it will continue to fix bugs and troubleshoot throughout the remaining 2013 tax cycle at no additional charge.

1.10. Once the Capture database server is moved to the hardware specified in Attachment A.1 (the email of February 4, 2013 from

Madhukar Sareddy of E-Ring to Lisa Meuse of the County), E-Ring confirms that it will fine-tune the database in the new environment to obtain optimal performance at no additional charge. This work will be performed as soon as reasonably possible, but the Parties acknowledge that the work period may vary from a few weeks to a whole tax cycle as some of the workflows/workloads are cyclical. Once the system is fine-tuned, E-Ring confirms the following response times from this setup:

1. PRC Lookup: 1 second response time measured at the server
2. Single Pay Processing: 1 second response time measured at the server
3. Single Screen updates: 1 second response time measured at the server
4. Mass-Updates & Batch Processing: These operations would scale up proportionately.
5. Reporting & Analytics : Depends to the data being scanned.

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

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

E-RING.COM, INC.

Raj Radhakrishnan, CEO

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

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May-16-2013-330

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the City of Birmingham be allowed to use 220 tables, 600 folding chairs, 80 "VOTE HERE" signs and 80 voting booths from Jefferson County at no charge to be used in the City's Municipal Election on Tuesday, August 27, 2013 and also to be used in the City's Run-Off Election scheduled for October 8, 2013. The City of Birmingham will be responsible for any damages.

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

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May-16-2013-331

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Howard and Sophia Faulk, owners of Sophia's Deli, in accordance with Page Five (5) of their lease agreement: AUTHORIZATION OF INTENT TO TRANSFER OR ASSIGNMENT, CONDITIONS; LEASE ASSIGNMENT FEE CLAUSE are hereby authorized to proceed with negotiations to assign lease to Mr. Rodney Summers, subject to due diligence on assignee. Said lease agreement with an effective date of March 1, 2013, will continue as approved by the Jefferson County Commission on February 14, 2013, minute book 164, pages 395-398. The current lease agreement is for three (3) years with an option to renew for two (2) additional three (3) year terms with an automatic increase of 3% for the option terms.

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

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May-16-2013-332

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Business Associate Agreement between Jefferson County, Alabama and Mercy Emergency Physicians, LLP to comply with Health Insurance Portability and Accountability Act of 1966 (HIPPA) standards for the privacy and security of protected health information of patients of Cooper Green Mercy Health Services.

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

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May-16-2013-333

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-2013-008      Mulkin Holdings, LLC, owners; Joel Mulkin, agent. Change of zoning on part of Parcel ID# 14-15-3-0-44.1 in Section 15 Twp 16 Range 3 West from I-3 (Industrial) to R-7 (Planned Unit Development) for a planned garden home subdivision. (Case Only: 4611 Shady Grove Road; Gardendale, AL 35071) (GARDENDALE)(26.4 Acres M/L)

RESTRICTIVE COVENANTS: 1. garages shall be placed towards the rear of the lots as shown on the plans submitted to the Planning & Zoning Commission on March 14, 2013; and, 2. the design of any public road within the development shall be subject to the approval of the Department of Roads and Transportation.

Motion was made by Commissioner Knight seconded by Commissioner Bowman that Z-2013-008 be approved. Voting "Aye" Knight Bowman, Brown, Carrington and Stephens.

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May-16-2013-334

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its understanding of the following described matter and approves or ratifies the action of JOE KNIGHT as its representative on the Jefferson County Emergency Management Agency ("EMA") Council.

Agreement with Emergency Response Institute International, Inc. to conduct a review of the County Hazardous Materials Response Plan, conduct a review of community response plans for 3 extremely hazardous sites, develop a community response plan template and to conduct a "kick off" meeting with EMA Coordinator and staff in the amount of \$40,000.

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

May-16-2013-335

WHEREAS, The Jefferson County Commission and the City of Birmingham entered into a month-to-month contract for animal control services with BJC Animal Control Services, Inc., beginning October 1, 2007; and

WHEREAS, said month-to-month contract requires the parties to give thirty (30) days notice prior to termination of said contract.

NOW THEREFORE BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION hereby approves the extension of the aforementioned contract for an additional thirty (30) days.

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

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May-16-2013-336

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute the Workforce Investment Act Youth Agreement with The Dannon Project. The agreement provides work experience and job readiness for up to 300 youth in a summer youth program. The agreement is in the amount of \$878,721.33 and is for the period May 12, 2013 through August 9, 2013.

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

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May-16-2013-337

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 Gloria E. Thomas, Ebony Clay, Yvonne Brown, Patsy Banks, Cheryl Harris, April Densmore, Francisco and Sandra Martinez, Monica Bowden, and Marvin Larmarsh;

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

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May-16-2013-338

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Department of Community & Economic Development is authorized to transfer Fifteen Thousand & 00/100 Dollars (\$15,000.00) to the 2010 Murphree Road budget. Funds will be transferred from unspent funds from the 2010 North Smithfield Manor Park budget (\$9,500.00), the 2010 Gardendale New Castle Park budget (\$5,000.00), and the 2010 Martintown Park budget (\$500.00).

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

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May-16-2013-339

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Edgewater Community Park Project (CDBG10-03F-U03-EDG), such bids having been opened on May 1, 2013, and listed as follows:

Contractor	Base Bid	Notation	Total Bid
Coston General Contractors. Inc.	\$209,430.00	(\$10,000)	\$199,430.00
Shaheed Construction Co.	\$438,622.00	( 0 )	\$438,622.00
Sprouse Construction	\$200,476.00	( 0 )	\$200,476.00
Syms Contractors, Inc,	\$167,331.00	(\$2,812)	\$164,519.00

WHEREAS, after tabulation by CEAssociates and consideration by the Jefferson County Office of Community & Economic Development, it has been recommended that the contract be awarded to the lowest responsible bidder Syms Contractors, Inc., for the base bid amount of \$167,331.00 minus notation of \$2,812.00 for a total bid amount of \$164,519.00.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, and be hereby is authorized, empowered and directed to award and execute an agreement for the construction of the Edgewater Community Park Project to Syms Contractors, Inc., for the base bid amount of \$167,331.00 minus notation of \$2,812.00 for a total bid amount of One Hundred Sixty Four Five Hundred and Nineteen and 00/100 Dollars (\$164,519.00). This project will be funded with federal Community Development Block Grant Funds. This project is from the Program Year 2010.

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

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May-16-2013-340

WHEREAS, OX (AL), LLC ("OX") is considering developing 52 acres to construct a major addition to the Gestamp, Alabama, LLC manufacturing plant in western Jefferson County and investing \$6 million dollars for the construction of a new facility; and

WHEREAS, the project will have job creation and investment in Jefferson County and an abatement of certain taxes related to the project is recommended.

NOW THEREFORE BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION hereby approves the Application of OX for the maximum statutory tax abatements for the non-education portion of sales and use tax and real property ad valorem tax for the benefit of this project. It is FURTHER RESOLVED that the President is authorized to execute on behalf of the County the Application, the Resolution and Tax Abatement Agreement attached hereto

#### ABATEMENT AGREEMENT

THIS ABATEMENT AGREEMENT (this "Agreement") is made and entered into effective May 16, 2013, by and between JEFFERSON COUNTY, ALABAMA (the "Granting Authority") and OX(AL), LLC, a limited liability company, its successors and assign ("Company").

#### W I T N E S S E T H

WHEREAS, Gestamp Alabama, LLC ("Gestamp") presently operates an automotive parts manufacturing facility located in Jefferson County. Gestamp and Company propose to undertake a major addition ("Project") whereby (i) Gestamp will expand its manufacturing capabilities at its plant by acquiring, installing and operating machinery, equipment and tooling to support existing and new production for its customers; and (ii) Company will construct building improvements and then lease such improvements to Gestamp.

WHEREAS, the Governing Authority has determined that the establishment of the Project in the State of Alabama and in Jefferson County will promote the development of industry in the State of Alabama and Jefferson County; and

WHEREAS, Company anticipates that it will invest approximately \$6,000,000 in building improvements for the Project and Gestamp anticipates that it will invest approximately \$15,000,000 in new machinery and equipment at its existing site during the Project. The Governing Authority (i) recognizes that the Project can be located in other locations outside Alabama; (ii) wishes to encourage the Project to be located in Jefferson County for the benefit of the citizens of the State and the constituents of Jefferson County; and (iii) enters into this Agreement in consideration of and as an inducement of the Project to locate in Jefferson County and in consideration of the economic benefits to be realized, including but not limited to, the economic impact, increased tax revenues and other benefits to be received by the State, and more particularly Jefferson County.

WHEREAS, with regard to the real property improvements for the Project, Company has prepared and submitted to the County a Form CO: CAA "Application to Local Granting Authority for Abatement of Taxes" (the "Application") a copy of which is attached hereto as Exhibit "A," the terms of which are incorporated herein by reference.

WHEREAS, the Project is located within the jurisdiction of the Governing Authority, and the Governing Authority has determined that Company should be granted the maximum allowable abatement of taxes provided under sections 40-9B-1 to 40-9B-7 of the Code of Alabama (1975) (the "Tax Incentive Reform Act of 1992") in order to encourage and as additional incentive for the Project to be located at its existing facility; and

WHEREAS, the Governing Authority has performed a cost/benefit analysis and concluded that it is to the advantage of the public that abatement be granted in accordance with the Abatement Agreement.

NOW, THEREFORE, the Governing Authority and Company have agreed as set forth below:

1. Grant of Tax Abatements. To the fullest extent permitted by statute, the County hereby grants to Company an abatement from liability for the following taxes with respect to Company's investment in the Project:

(a) State and local non-educational real property ad valorem taxes with respect to the Company's investment in the Project. The abatement period shall last for a period of ten (10) years.

(b) State and local noneducational sales, use, excise and all other similar taxes on tangible personal property and taxable services incorporated by Company into the Project.

(c) Deed, mortgage and all other similar recording taxes with respect to the Project whenever such taxes become due and payable.

2. Estimate of Amount of Taxes Abated. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The Governing Authority and Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual amount of such taxes may be for a lesser amount depending upon the actual amount of such taxes levied during the abatement period as stated.

(a) Estimate of annual amount of non-educational ad valorem taxes abated: \$39,720.

(b) Estimate of total amount of State and local non-educational sales, use, excise and all other similar taxes on tangible personal property and taxable services incorporated by Company into the Project abated: \$200,000.

(c) Estimate of total amount of mortgage and recording taxes abated: \$0.

3. Representations and Warranties of Company. Company makes the following representations and warranties with respect to the undertaking on its part:

(a) Company is not aware of any violation of any law in any manner material to its ability to perform its obligation under this Agreement.

(b) Company has duly authorized the execution of this Agreement and Company is not aware of any provision hereof which either constitutes a default under any agreement or instrument to which it is a party, or contravenes any law, judgment or decree to which it is subject.

(c) The Project will in all respects constitute a "major addition" within the meaning of the Act.

(d) The information contained in the Form CO: CAA Company submitted to the Governing Authority is true and correct and to the extent estimates or projections are contained therein such have basis in fact and were made in good faith.

(e) All equipment and materials with respect to which Company shall purchase and receive an exemption from sale or use tax, or for which the ad valorem property taxes with respect thereto shall be abated, shall actually be incorporated or utilized in connection with the Project.

(f) Company represents that the weighted average economic life of the Project, determined consistently with the provisions of 26 U.S.C. 147(b) and measured from the date the Project is expected to be placed in service, will be greater than ten (10) years.

4. Expenses of the Parties. Company and the Governing Authority each agree to pay its own costs and expenses, including legal fees, incurred in connection with this Agreement or otherwise.

5. Filing with the Alabama Department of Revenue. Company shall file with the Alabama Department of Revenue within 90 days after the Governing Authority's approval of this Agreement at a meeting a copy of this Agreement as required by Section 40-9B-6(c) of the Act.

6. Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors.

7. Severability. This Agreement may be amended or terminated upon mutual consent of Company and the Governing Authority. Any such amendment or termination shall not in any manner affect the rights and duties by and between Company and the Governing Authority.

8. Further Assurances. Each party shall execute such additional documents and instruments as may be reasonably required by counsel for the other party to carry out the purpose and intent of this Agreement. Also, the Governing Authority will take all necessary steps and actions to insure that Company receives the maximum abatement of taxes allowable under the Tax Incentive Reform Act of 1992. Further, the Governing Authority will not take any actions which would undermine or circumvent the intent of this Agreement.

9. Amendments. This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all the parties.

10. Construction. This Agreement shall be liberally construed to effectuate the granting of the abatements intended to be provided by this Agreement.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single document.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed in their respective names

JEFFERSON COUNTY, ALABAMA

OX(AL), LLC

W. D. Carrington, President - Jefferson County Commission

By: Its:

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

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May-16-2013-341

WHEREAS, Gestamp, Alabama, LLC, ("Gestamp") is considering a major addition to its manufacturing plant in western Jefferson County and investing \$15 million dollars in new equipment for the major addition; and

WHEREAS, the project will have job creation and investment in Jefferson County and an abatement of certain taxes related to the project is recommended.

NOW THEREFORE BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION hereby approves the Application of Gestamp for the maximum statutory tax abatements for the non-education portion of sales and use tax and property ad valorem tax for the benefit of this project. It is FURTHER RESOLVED that the President is authorized to execute on behalf of the County the Application, the Resolution and Tax Abatement Agreement attached hereto.

#### ABATEMENT AGREEMENT

THIS ABATEMENT AGREEMENT (this "Agreement") is made and entered into effective May 16, 2013, by and between JEFFERSON COUNTY, ALABAMA (the "Granting Authority") as the granting governing body (the "Granting Authority") and GESTAMP ALABAMA, LLC, a limited liability company, its successors and assigns ("Company").

#### WITNESSETH

WHEREAS, the Company presently operates an automotive parts manufacturing facility located in Jefferson County. The Company and Lessor (defined below) propose to undertake a major addition (the "Project") whereby (i) Company will expand its manufacturing capabilities at its plant by acquiring, installing and operating machinery, equipment and tooling to support existing and new production for the Company's customers (the "Project"); and (ii) OX(AL), LLC ("Lessor") will construct building improvements and then lease such improvements to the Company; and

WHEREAS, the Granting Authority has determined that the establishment of the Project in the State of Alabama and in the County will promote the development of industry in the State of Alabama and Jefferson County; and

WHEREAS, Company anticipates that it will invest approximately \$15,000,000 in new machinery and equipment at its existing site during the Project and Lessor anticipates that it will invest approximately \$6,000,000 in building improvements for the Project. The Granting Authority (i) recognizes that Company can locate the Project in other locations outside Alabama (ii) wishes to encourage the Company to locate the Project in Jefferson County for the benefit of the citizens of the State and the constituents of Jefferson County; (iii) enters into this Agreement in consideration of and as an inducement to Company to locate the Project in Jefferson County and in consideration of the economic benefits to be realized, including but not limited to, the economic impact, increased tax revenues and other benefits to be received by the State, and more particularly Jefferson County.

WHEREAS, with regard to the Project, Company has prepared and submitted to the County a Form CO: CAA "Application to Local Granting Authority for Abatement of Taxes" (the "Application") a copy of which is attached hereto as Exhibit "A," the terms of which are incorporated herein by reference.

WHEREAS, the Project is located within the jurisdiction of the Granting Authority, and the Granting Authority has determined that Company should be granted the maximum allowable abatement of taxes provided under sections 40-9B-1 to 40-9B-7 of the Code of Alabama (1975) (the "Tax Incentive Reform Act of 1992") in order to encourage and as additional incentive to the Company to locate and install the Project at its existing facility; and

WHEREAS, the Granting Authority has performed a cost/benefit analysis and concluded that it is to the advantage of the public that abatement be granted in accordance with the Abatement Agreement.

NOW, THEREFORE, the Granting Authority and Company have agreed as set forth below:

1. Grant of Tax Abatements. To the fullest extent permitted by statute, the Granting Authority hereby grants to Company an abatement from liability for the following taxes with respect to Company's investment in the Project:

(a) State and local non-educational personal property ad valorem taxes with respect to the Company's investment in the Project. The abatement period shall last for a period of ten (10) years for each piece of personal property purchased within five (5) years of the beginning of the abatement period. Said abatement to start, on a property-by-property basis, on the October 1st following the date and time Company takes possession of each said piece of personal property.

(b) State and local non-educational sales, use, excise and all other similar taxes on tangible personal property and taxable services incorporated by Company into the Project.

2. Estimate of Amount of Taxes Abated. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The Granting Authority and Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual amount of such taxes may be for a lesser amount depending upon the actual amount of such taxes levied during the



abatement period as stated.

(a) Estimate of annual amount of non-educational ad valorem taxes abated: \$99,300.

(b) Estimate of total amount of State and local non-educational sales, use, excise and all other similar taxes on tangible personal property and taxable services incorporated by Company into the Project abated: \$750,000.

(c) Estimate of total amount of mortgage and recording taxes abated: \$0.

3. Representations and Warranties of Company. Company makes the following representations and warranties with respect to the undertaking on its part:

(a) Company is not aware of any violation of any law in any manner material to its ability to perform its obligation under this Agreement.

(b) Company has duly authorized the execution of this Agreement and Company is not aware of any provision hereof which either constitutes a default under any agreement or instrument to which it is a party, or contravenes any law, judgment or decree to which it is subject.

(c) The Project will in all respects constitute a major addition within the meaning of the Act.

(d) The information contained in the Form CO: CAA Company submitted to the Granting Authority is true and correct and to the extent estimates or projections are contained therein such have basis in fact and were made in good faith.

(e) All equipment and materials with respect to which Company shall purchase and receive an exemption from sale or use tax, or for which the ad valorem property taxes with respect thereto shall be abated, shall actually be incorporated or utilized in connection with the Project.

(f) Company represents that the weighted average economic life of the Project, determined consistently with the provisions of 26 U.S.C. 147(b) and measured from the date the Project is expected to be placed in service, will be greater than ten (10) years.

4. Expenses of the Parties. Company and the Granting Authority each agree to pay its own costs and expenses, including legal fees, incurred in connection with this Agreement or otherwise.

5. Filing with the Alabama Department of Revenue. Company shall file with the Alabama Department of Revenue within 90 days after the Granting Authority's approval of this Agreement at a meeting a copy of this Agreement as required by Section 40-9B-6(c) of the Act.

6. Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors.

7. Severability. This Agreement may be amended or terminated upon mutual consent of Company and the Granting Authority. Any such amendment or termination shall not in any manner affect the rights and duties by and between Company and the Granting Authority.

8. Further Assurances. Each party shall execute such additional documents and instruments as may be reasonably required by counsel for the other party to carry out the purpose and intent of this Agreement. Also, the Granting Authority will take all necessary steps and actions to insure that Company receives the maximum abatement of taxes allowable under the Tax Incentive Reform Act of 1992. Further, the Granting Authority will not take any actions which would undermine or circumvent the intent of this Agreement.

9. Amendments. This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all the parties.

10. Construction. This Agreement shall be liberally construed to effectuate the granting of the abatements intended to be provided by this Agreement.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single document.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed in their respective names

JEFFERSON COUNTY, ALABAMA

GESTAMP ALABAMA, LLC

W. D. Carrington, President - Jefferson County Commission

By: Its:

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

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Communication was read from Roads & Transportation recommended the following;

1. Trussville Utilities Board to install 134' of 2" gas main at 4443 Silver Lake Road to 4459 Silver Lake Road.
2. Birmingham Water Works to install 200' of 4" water main along Hickory Drive in Mt. Olive.
3. AT&T Corporation to install 1,998' of buried cable at 1401 Hollywood Lane and Tin Mill Road/Valley Road.
4. AT&T Corporation to install 93' of buried cable at 7309 Johns Road in Adger.

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

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May-16-2013-342

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 29, 2013  
Purpose: Pay Bertha R. Hutchinson for Acquired Right of Way 0.48 acres, more or less, Rocky Ridge Rd. @ Pumphouse Rd. Tract No. 2 – site address: 2680 Pumphouse Road Agent – Rick Turner  
Price: \$36,500.00  
Pay to the order of: Bertha B. Hutchinson  
Mailing Address: 2680 Pumphouse Road  
Birmingham, AL 352143

Fund # 101030000000  
Bus. Area # 5300  
GL Object -# 515710  
Fund Center -# 5300000000  
Functional Area – THRO  
Check Delivery Code: #84

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

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May-16-2013-343

RESOLUTION TO ASSIGNMENT TWO VEHICLES TO THE DEPARTMENT OF STORM WATER MANAGEMENT

WHEREAS, the County Fleet Manager has received a request from the Department of Storm Water Management for two vehicles to be used by the their education staff, and

WHEREAS, the County Fleet Manager has identified two vehicles, A074801 and A074501, that were previously utilized by the Finance and Purchasing Departments, are in a suitable condition to be used.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the above referenced vehicles will be renumbered and reassigned to the Department of Storm Water Management.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Fleet Manager is hereby authorized to execute any documents to record this transaction.

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

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May-16-2013-344

RESOLUTION AUTHORIZING THIRTY-TWO (32) VEHICLES, PREVIOUSLY  
LEASED FROM ENTERPRISE FLEET LEASING AND NOW OWNED BY THE JEFFERSON  
COUNTY HEALTH DEPARTMENT, BE MAINTAINED AT THE EXPENSE OF THE HEALTH DEPARTMENT  
BUT NOT FUELED USING COUNTY RESOURCES, IN COMPLIANCE WITH THE AUTOMOTIVE  
SERVICE AGREEMENT AND BE PLACED INTO SERVICE, UNDER THE ASSIGNMENT

OF THE JEFFERSON COUNTY HEALTH DEPARTMENT

WHEREAS, thirty-two (32) vehicles previously leased from Enterprise Fleet Leasing are now owned by the Jefferson County Health Department; and

WHEREAS, the above referenced vehicles will be maintained at the expense of the Health Department, but not fueled by County resources in compliance with the Automotive Service Agreement (on file in the Minute Clerk's Office); and

WHEREAS, the County Fleet Manager has determined that the thirty-two vehicles be put in to service for use by the Jefferson County Health Department.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following vehicles be assigned to the Jefferson County Health Department.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Fleet Manager is hereby authorized to execute any documents to record this transaction.

Jefferson County Health Department

I.D. #	MAKE	MODEL	VIN	MILEAGE
A08-4401*	DODGE	AVENGER	1B3LC46K88N185192	24,025
A08-4402*	DODGE	AVENGER	1B3LC46K28N185186	47,270
A08-4403*	DODGE	AVENGER	1B3LC46K58N185196	35,988
A08-4404*	DODGE	AVENGER	1B3LC46K18N185194	17,699
A08-4405*	DODGE	AVENGER	1B3LC46K88N185189	25,921
A08-4406*	DODGE	AVENGER	1B3LC46K48N185187	22,592
A08-4407*	DODGE	AVENGER	1B3LC46K68N185191	39,513
A08-4408*	DODGE	AVENGER	1B3LC46KX8N285193	70,282
A08-4409*	DODGE	AVENGER	1B3LC46K38N185195	18,645
A08-4410*	DODGE	AVENGER	1B3LC46K48N185190	48,279
A08-4411*	DODGE	AVENGER	1B3LC46K68N185188	37,610
B08-4412*	CHEVROLET	COLORADO	1GCCS199788170707	37,901
B08-4413*	CHEVROLET	COLORADO	1GCCS199388170395	79,991
B08-4414*	CHEVROLET	COLORADO	1GCCS199X88171902	82,143
B08-4415*	CHEVROLET	COLORADO	1GCCS199088170922	65,576
B08-4416*	CHEVROLET	COLORADO	1GCCS199X88171429	53,609
B08-4417*	CHEVROLET	COLORADO	1GCCS199X88170569	66,834
B08-4418*	CHEVROLET	COLORADO	1GCCS199588170933	69,599
B08-4419*	CHEVROLET	COLORADO	1GCCS199888171672	32,880
B08-4420*	CHEVROLET	COLORADO	1GCCS199588170298	58,714
B08-4421*	CHEVROLET	COLORADO	1GCCS199088170564	53,719
B08-4423*	CHEVROLET	COLORADO	1GCCS199588171922	85,243
B08-4424*	CHEVROLET	COLORADO	1GCCS199588170494	60,255
B08-4425*	CHEVROLET	COLORADO	1GCCS199088170547	78,078
B08-4426*	CHEVROLET	SILVERADO	1GCEC19X98Z202331	51,700
BOS-4427*	CHEVROLET	COLORADO	1GCDT13E488170865	77,864
C08-4429*	CHEVROLET	UPLANDER	1GNDV13198D149855	24,570
C08-4430*	CHEVROLET	UPLANDER	1GNDV13188D150169	28,700
C08-4431*	CHEVROLET	EXPRESS	1GCFG15X681162559	74,832
C08-4432"	CHEVROLET	EXPRESS	1GCFG15X381161840	26,200
C08-4433*	CHEVROLET	EXPRESS	1GCFG15X181161805	22,440
C08-4434*	CHEVROLET	EXPRESS	1GCFG15XX81162726	19,390

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

May-16-2013-345

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the request from the attorney for Tara Jane, LLC and the recommendation of the County Attorney's Office, the President of the Commission is hereby authorized to execute a "Deed of Correction" for the sanitary sewer deed on the easement crossing the Jefferson Rehabilitation & Health Center parking lot at Ketona to correct the granting clause and remove the aboveground facilities.

RIGHT OF WAY DEED (SEWER)

Jefferson County Rehabilitation Facility & Health Center at Ketona

ENGINEERING -462

Sewer to Old Laundry

5/06/2013

This instrument prepared by:

Gregory M. Key, Chief Land Acquisition Agent

A200 Courthouse, Birmingham, Alabama

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

This deed is given to correct, replace, amend and restate in its entirety that certain deed recorded in Bk: LR201009 Pg: 17393 In the Office of Probate Judge of Jefferson County, Alabama.

Commence at a 2 inch found capped pipe at the Northeast Corner of the Northwest 1/4 of the Southeast 1/4 of Section 29, Township 16 South, Range 2 West and run in a Westerly direction along the Northerly line of said quarter-quarter section for a distance of 623.49 feet; thence turn left an angle of 90°00' 00" and run in a Southerly direction for a distance of 271.42 feet; thence turn left an angle of 160°49' 08" and run in a Northeasterly direction for a distance of 10 feet, more or less, to the exterior of an existing building and the Point Of Beginning of a 20 foot wide sanitary sewer right of way herein described, said right of way lying 10 feet to each side of, parallel to and abutting the following described centerline; thence turn right an angle of 180°00' 00" and run in a Southwesterly direction for a distance of 150.22 feet; thence turn right an angle of 19°05' 53" and run in a Southwesterly direction for a distance of 146.37 feet; thence turn left an angle of 15°44' 58" and run in a Southwesterly direction for a distance of 218.90 feet; thence turn left an angle of 22°31' 54" and run in a Southerly direction for a distance of 210.91 feet; thence turn right an angle of 16°20' 30" and run in a Southwesterly direction for a distance of 281.23 feet; thence turn left an angle of 09°04' 54" and run in a Southwesterly direction for a distance of 211.63 feet; thence turn an angle of 12°51' 47" and run in a Southwesterly direction for a distance of 166.55 feet; thence turn left an angle of 00°41' 22" and run in a Southwesterly direction for a distance of 148.64 feet; thence turn left an angle of 26°37' 20" and run in a Southeasterly direction for a distance of 413.12 feet; thence turn left an angle of 44°40' 58" and run in a Southeasterly direction for a distance of 214.34 feet; thence turn left an angle of 10°24' 11" and run in a Southeasterly direction for a distance of 295.61 feet; thence turn right an angle of 00°09' 59" and run in a Southeasterly direction for a distance of 299.16 feet; thence turn right an angle of 62°19' 46" and run in a Southwesterly direction for a distance of 101.59 feet to the Point of Ending of this right of way.

The above sanitary sewer right of way description is less and except any portion of the right of way which may be located in the existing right of way of Pine Hill Road. All of said sanitary sewer right of way lies in the Northwest and Southwest 1/4 of the Southeast 1/4 of Section 29, Township 16 South, Range 2 West and contains 1.31 acres, more or less.

When the County exercises its easement rights of maintenance of said sewer on the property described above and causes damage to the surface of the property, the County will repair the damage to the parking lot to as good or better condition.

For the consideration aforesaid, the undersigned do grant bargain sell and convey unto the said County the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and 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 over or on top of the easement/right-of-way without the written permission of the Jefferson County Commission or its authorized agent.

The undersigned covenant with said Jefferson County 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 aforegranted strip of ground 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

W. D. Carrington, President  
Jefferson County Commission

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon recommendation of the County Attorney's Office and the Director of General Services, the President is authorized to execute Corporation Statutory Warranty Deed to sell property owned by Jefferson County being the Jefferson Rehabilitation & Health Center parking lot to North Hill (Birmingham) Property Company, LLC as appraised for the sum of Fifty Six Thousand and no/100 (\$56,000.00) Dollars.

Corporation Form Warranty Deed

5/09/2013

This instrument was prepared by:

James F. Henderson, Jr  
A200 Courthouse  
716 Richard Arrington, Jr., Blvd N  
Birmingham, Alabama 35203

SEND TAX NOTICE TO:

North Hill (Birmingham) Property Company, LLC  
an Alabama limited liability company  
3690 Southwestern Boulevard  
Orchard Park, New York 14127

KNOW ALL MEN BY THESE PRESENTS: That in consideration of -----Fifty-Six Thousand and No/100's-----(\$56,000.00 Dollars) paid to Jefferson County, Alabama, a political subdivision of the State of Alabama the Grantor herein, in hand paid by North Hill (Birmingham) Property Company, LLC the Grantee herein, the receipt whereof is acknowledged, Jefferson County, Alabama, a political subdivision of the State of Alabama does by these presents, grant, bargain, sell and convey unto the said North Hill (Birmingham) Property Company, LLC the following described real estate situated in Jefferson County, Alabama.

to wit:

Jefferson Rehabilitation and Health Center – Ketona Nursing Home Facility Parking Lot

Tract 2

Commence at a found 2" capped iron at the Northwest corner of the Northwest quarter of the Southeast quarter of Section 29, Township 16 South, Range 2 West and run Easterly along said quarter - quarter section for a distance of 763.13 feet; thence turn right an angle of 90°00' 00" and run in a Southerly direction for a distance of 419.55 feet to the point of beginning; thence turn right an angle of 21°24' 19" and run in a Southwesterly direction for a distance of 619.23 feet; thence turn right an angle of 88°53' 56" and run in a Northwesterly direction for a distance of 207.82 feet to a point; thence turn right an angle of 92°5' 45" and run in a Northeasterly direction for a distance of 207.82 feet to the point of beginning of a curve to the left having a central angle of 18°35' 42" and a radius of 984.93 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 319.65 feet; thence turn right an angle of 85°24' 18" tangent to said curve and run in a Easterly direction for a distance of 265.89 feet to the point of beginning.

All of said property described above lies in Jefferson County, Alabama in the Northwest quarter of the Southeast quarter of Section 29, Township 16 South, Range 2 West and the parcel contains 3.23 acres, more or less.

Subject to:

- (1) That certain Sanitary Sewer Right of Way as recorded in Deed Book LR201009, Page 17393 in the Probate Office of Jefferson County, Alabama, as amended.
- (2) A non-exclusive general purpose easement reserved, by Grantor, by this conveyance, across the above described property for the purpose of vehicular ingress and egress to and from that certain public right of way locally known as North Pine Hill Drive and to and from Grantor's other property adjoining the above described property, provided that (a) Grantor, its successors and assigns, shall not interfere with the use and enjoyment of the above described property by Grantee, its successors and assigns, and (b) Grantor, its successors and assigns, shall repair all damage to above described property (other than normal wear and tear) arising from use of the same by Grantee, its successors and assigns. The foregoing easement shall continue to run with the title of the above described property and shall be shown in any future conveyance of the above described property.
- (3) Taxes for the year 2013 and subsequent years.
- (4) Mineral and mining rights reserved by that certain deed recorded in Volume 511, Page 572 in the Probate Office of Jefferson County, Alabama.
- (5) Easements, restrictions, reservations, rights-of-way, limitations, covenants and conditions of record, if any.

TO HAVE AND TO HOLD to the said Grantee, their successors and assigns, forever.

And said Grantor covenant with said Grantee their successors and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid; that it shall warrant and defend the same to the Grantee, their successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, \_\_\_\_\_ have hereunto set \_\_\_\_\_ hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

JEFFERSON COUNTY, ALABAMA

Attest: Minute Clerk

W.D. Carrington, President  
Jefferson County Commission

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

Bowman, Brown, Carrington and Stephens.

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

May-16-2013-347

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Praxair Healthcare Services to provide a helium fill to maintain Cooper Green Mercy Health Services MRI's cold head and prevent a quench of the super conductive magnet in the amount of \$14,999.

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

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

May-16-2013-348

WHEREAS, the lead County Attorney position at the Jefferson County Commission (the "County Commission" is vacant following the involuntary retirement of the former lead County Attorney; and

WHEREAS, it becomes necessary that a replacement lead County Attorney be appointed by the County Commission.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Carol Sue Sponsler Nelson is hereby appointed as the County Commission's lead County Attorney at an annual salary of \$224,000, such appointment to become effective June 3, 2013, subject to any approval that may be required from United State District Judge Lynwood Smith.

Motion was made by Commissioner Brown seconded by Commissioner Bowman that the above resolution be adopted.

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

Commissioner Carrington called for vote on the original motion.

Voting "Aye" Brown, Bowman and Carrington. Voting "Nay" Knight and Stephens.

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Thereupon the Commission Meeting was adjourned.

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The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, May 30, 2013.

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President

ATTEST

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Minute Clerk