

STATE OF ALABAMA)

JEFFERSON COUNTY) December 3, 2015

The Commission convened in regular session at the Birmingham Courthouse at 9:20 a.m., James A. Stephens, President, presiding and the following members present:

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Knight seconded by Commissioner Carrington that the Minutes of November 19, 2015, be approved. Voting "Aye" Knight, Carrington, Brown and Stephens.

The Commission met in Work Session on December 1, 2015, and approved the following items to be placed on the December 3, 2015, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 5.
- Commissioner Brown, Community Development and Human Resource Services Committee Items 1 through 16, excluding Items 7 and 8.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 through 9 and 1 additional item.
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee Items 1 and 2 and one additional item.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 17 and one additional item.

A Public Hearing was held to receive comments on the following Codes of Jefferson County, Alabama:

- | | |
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| 1) Ordinance No. 1813 - 2014 Electrical Code | 3) Ordinance No. 1815 - 2015 Fuel Gas Code |
| 2) Ordinance No. 1814 - 2015 Plumbing Code | 4) Ordinance No. 1816 - 2015 Building Code |

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

Dec-3-2015-1119

ORDINANCE NO. 1813

An ordinance to adopt an Electrical Code for Jefferson County, Alabama.

WHEREAS, on the 5th day of November, 2015, at a regular meeting of the Jefferson County Commission the following resolution was adopted:

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, AS FOLLOWS:

Section A. That the Jefferson County Commission proposes to consider the adoption of an electrical code by ordinance as authorized by Act No. 676 of the Regular Session of the Legislature of Alabama of 1967, approved September 8, 1967, (Alabama Acts, 1967, pp. 1501-1503), and Act No. 1055 of the Regular Session of the Legislature of Alabama of 1975, approved October 10, 1975, (Alabama Acts, 1975, pp. 2116-2118), and will hold a public hearing thereon at the regular meeting of the Jefferson County Commission to be held in the Jefferson County Commission Chambers in the County Courthouse in Birmingham, Alabama, on the 3rd day of December, 2015, at 9:00 A.M. Said code shall be known as the "Electrical Code of Jefferson County, Alabama, 2014."

Section B. That three (3) copies of said proposed "Electrical Code of Jefferson County, Alabama, 2014" shall be filed in the office of the County Commission Minute Clerk of Jefferson County, Alabama, Room 410, Courthouse; the office of the Director of Inspection Services Department of Jefferson County, Alabama, Room B200, Courthouse; and the office of the Commissioner of Inspection Services, Suite 220, Courthouse; by the 13th day of November, 2015, for the use and examination by the public during the regular business hours of said offices from said date until 9:00 A.M. on the 3rd day of December, 2015.

Section C. That the Director of the Inspection Services Department of Jefferson County, Alabama, be and he is hereby authorized, empowered and directed to cause fifteen (15) days notice to be given of the time, place and purpose of the public hearing provided for in Section A of this resolution by publication of such notice once a week for three (3) successive weeks in a newspaper of general circulation in Jefferson County, which said notice shall be in words and figures as follows:

NOTICE OF PROPOSAL BY THE JEFFERSON COUNTY COMMISSION TO ADOPT AN ELECTRICAL CODE FOR JEFFERSON

COUNTY, ALABAMA, BY ORDINANCE AND OF A PUBLIC HEARING THEREON.

Notice is hereby given that the Jefferson County Commission proposes to consider the adoption of an electrical code for Jefferson County, Alabama, to be known as the "Electrical Code of Jefferson County, Alabama, 2014," by ordinance, in order to revise, update and amend the "Electrical Code of Jefferson County, Alabama, 2011," and that a public hearing thereon will be held at the regular meeting of the Jefferson County Commission, in the Courthouse in Birmingham, Alabama, at 9:00 A.M. on the 3rd day of December, 2015, for the consideration of the same. Three (3) copies of said proposed the "Electrical Code of Jefferson County, Alabama, 2014" (consisting of the "2014 Edition of the National Electrical Code" that was adopted by the National Fire Protection Association, Inc., at its annual meeting on June 10 – 13, 2013, in Chicago, IL., which code has been copyrighted, and the "Special Provisions," which modify, revise or are in addition to provisions contained in the "2014 Edition of the National Electrical Code") will be on file in the office of the County Commission Minute Clerk of Jefferson County, Alabama, Room 410, Courthouse; the office of the Director of Inspection Services Department of Jefferson County, Alabama, Room B200, Courthouse; and the office of the Commissioner of Inspection Services, Suite 220, Courthouse; by the 13th day of November, 2015, for the use and examination by the public during the regular business hours of said offices from said date until 9:00 a.m. on the 3rd day of December, 2015; and

WHEREAS, the Jefferson County Commission now finds that all of the provisions of said resolution have been complied with:

NOW, THEREFORE, BE IT ORDAINED BY THE JEFFERSON COUNTY COMMISSION AS FOLLOWS:

Section 1. That the "2014 Edition of the National Electrical Code" was prepared by the National Electrical Code Committee and acted on by the National Fire Protection Association at its June Association Technical Meeting held June 10 – 13, 2013, in Chicago, IL., and issued to the Standards Council on August 1, 2013, with an effective date of August 21, 2013 which code has been copyrighted, be incorporated by reference into this ordinance except as specifically altered by the "Special Provisions" promulgated by the Inspection Services Department of Jefferson County Alabama. The "2014 Edition of the National Electrical Code" and the "Special Provisions" are before this Commission and have been on file in the office of the Jefferson County Commission Minute Clerk, the office of the Director of the Inspection Services Department, and the office of the Commissioner of Inspection Services pursuant to resolution adopted by the Commission of Jefferson County, Alabama, on the 5th day of November, 2015, and set forth in the preambles of this ordinance. The "2014 Edition of the National Electrical Code" and the "Special Provisions," are hereby adopted as the "Electrical Code of Jefferson County, Alabama, 2014," and shall be effective and operative as such on and after the 4th day of January, 2016, and on and after said date shall be binding in all unincorporated areas of Jefferson County, Alabama, and also in those parts of said county lying within the corporate limits of municipalities which have not adopted and are not enforcing municipal electrical codes.

Section 2. That, under this section, the Jefferson County Commission Minute Clerk shall spread said "Special Provisions" on the official minutes of the County Commission. (See the "Special Provisions" following Section 9 of this ordinance.)

Section 3. That Ordinance No. 1797, the "Electrical Code of Jefferson County, Alabama, 2011," adopted by the Jefferson County Commission on April 12, 2011, be, and the same is hereby repealed as of the date upon which the "Electrical Code of Jefferson County, Alabama, 2014," adopted by Section 1 of this ordinance, becomes effective as provided by said Section 1; provided, however, that no cause of action nor any fine, forfeiture, judgment, penalty, right, remedy or defense accrued at said date, nor any prosecution or complaint pending at said date shall be in any manner released, affected, abated, or impaired by this ordinance or by the code adopted by this ordinance.

Section 4. That immediately after the adoption of this ordinance and in the presence of the Jefferson County Commission, the County Commission Minute Clerk shall further identify the "2014 Edition of the National Electrical Code" referred to in Section 1 hereof, which is before this Commission by appending thereto and signing a certificate in form substantially as follows:

"I, Diane Townes, County Commission Minute Clerk, hereby certify that the document (the "2014 Edition of the National Electrical Code") to which this certificate is appended is the document referred to in Section 1 of Ordinance No. 1813 adopted by the Jefferson County Commission at a regular meeting thereof held on this the 3rd day of December, 2015, and that I have signed this certificate in the presence of said Commission at said regular meeting on said date."

Diane Townes,
County Commission Minute Clerk.

The County Commission Minute Clerk shall carefully preserve this ordinance and said documents adopted by Section 1 hereof as the "Electrical Code of Jefferson County, Alabama, 2014" as a part of the permanent records of her office.

Section 5. That it be, and hereby is proclaimed that the code adopted by Section 1 hereof is on file with the Jefferson County Commission Minute Clerk where the same may be inspected by the public and that the public is hereby notified of this ordinance by publication as set forth in Section 7 hereof.

Section 6. That prior to the 4th day of January, 2016, the effective date of the code adopted by Section 1 of this ordinance, a copy of this ordinance and of the code adopted by Section 1 of this ordinance shall be placed on the Jefferson County Web Site and also made available to the general public at the office of the Inspection Services Department of Jefferson County, Alabama. A copy of this ordinance may be obtained in the Inspection Services Department for the cost of reproduction as established by Jefferson County Commission Administrative Order 03-1, As Amended.

Section 7. That the County Commission Minute Clerk shall cause a true copy of this ordinance to be promptly published in a newspaper published and of general circulation in Jefferson County, Alabama, and shall carefully preserve in her office a thus published copy of said ordinance as a part of the permanent records of her office.

Section 8. That any person who knowingly violates any of the provisions of the "Electrical Code of Jefferson County, Alabama, 2014" shall be subject to the penalty provided for by State Laws.

Section 9. That the provisions of this ordinance are severable. If any part of the ordinance is declared invalid or unconstitutional, such declaration shall not affect the part which remains.

SPECIAL PROVISIONS

Add Chapter A-1 Administration to the "2014 Edition of the National Electrical Code."

CHAPTER A-1 ADMINISTRATION

SECTION A-101 TITLE AND SCOPE

A-101.1 TITLE

Provisions in the following chapters and sections shall constitute and be known and may be cited as the "Electrical Code of Jefferson County, Alabama, 2014," hereinafter referred to as "this code".

A-101.2 CODE REMEDIAL

(a) General. This code is hereby declared to be remedial, and shall be construed to secure the beneficial interest and purposes thereof, which are public safety, health, and general welfare, by regulating installation and maintenance of all electrical systems and equipment.

(b) Permitting and Inspection. The inspection or permitting of any building or plan under the requirements of this code shall not be construed in any court as a warranty of the physical condition of such building or the adequacy of such plan. Neither Jefferson County nor any employee thereof shall be liable in tort for damages for any defect or hazardous or illegal condition or inadequacy in such building or plan, nor for any failure of any component of such building, which may occur subsequent to such inspection or permitting.

A-101.3 SCOPE

(a) Applicability. The provisions of this code shall apply in all unincorporated areas of Jefferson County and also in those parts of said county lying within the corporate limits of municipalities which have not adopted and are not enforcing municipal electrical codes to every electrical installation, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and/or appurtenances thereto.

(b) Federal and State Authority. The provisions of this code shall not be held to deprive any federal or state agency, or any applicable governing body having jurisdiction, of any power or authority which it had on the effective date of this ordinance or of any remedy then existing for the enforcement of its orders, nor shall it deprive any individual or corporation of its legal rights as provided by law.

A-101.4 MAINTENANCE

All electrical installations and equipment, both existing and new, and all parts thereof shall be maintained in a safe condition. All devices and safeguards which are required by this code shall be maintained in good working order. The owner, or his designated agent, shall be responsible for the maintenance thereof in accordance with this code.

A-101.5 ELECTRICAL INSTALLATION OR MAINTENANCE BY HOMEOWNER

Nothing in this code shall prevent any homeowner from installing or maintaining electrical systems in his home providing such electrical work is done by himself and such home is used exclusively by him and/or his family. The Chief Electrical Inspector shall examine and pass upon the qualifications of every person who may apply for a homeowner's permit to install electrical systems. Such privilege does not convey the right to violate any of the provisions of this code, nor is it to be construed as exempting any such property owner from obtaining a permit and paying the required fees therefor.

SECTION A-102 ORGANIZATION

A-102.1 INSPECTION SERVICES DEPARTMENT

There is hereby established a department called the Inspection Services Department, which is in the charge of the Director of Inspection Services.

A-102.2 INSPECTORS

The Governing Body of the county may appoint such number of officers, inspectors, assistants, and other employees to carry out the provisions of this code.

A-102.3 DEPUTY

The Director of Inspection Services may designate as his deputy an employee in the department who shall, during the absence or disability of the Director of Inspection Services exercise all the powers of the Director of Inspection Services.

A-102.4 RESTRICTION ON EMPLOYEES

No officer, inspector, assistant or employee connected with the department, except one whose only connection is as a member of the boards established by this code, shall be financially interested in the furnishing of labor, material, or appliances for the construction, alteration, or maintenance of electrical installations or in the making of plans or of specifications therefor, except for property owned by him and after satisfying the Personnel Board rule on conflict of interest. No such officer or employee shall engage in any work which is inconsistent with his duties or with the interests of the department.

A-102.5 RECORDS

The Director of Inspection Services shall keep, or cause to be kept, a record of the business of the department. All records shall be kept for a minimum period of seven (7) years as required by the Records Disposition Authority for County Commissions approved by the Jefferson County Commission on January 16, 2001, and amended by the Authority on April 22, 2015. The records of the department shall be open to public inspection during regular business hours.

SECTION A-103 POWERS AND DUTIES OF THE DIRECTOR OF INSPECTION SERVICES

(As used herein the term "Director of Inspection Services" shall include officers, inspectors, assistants and employees.)

A-103.1 DUTIES

The Director of Inspection Services shall enforce the provisions of this code. He or his duly authorized representative shall also, upon application, grant permits for the installation of electrical wiring and equipment, and shall make, or cause to be made, inspections of all new electrical installations and reinspections of all electrical installations.

A-103.2 POWERS AND AUTHORITY

The Director of Inspection Services or his duly authorized representatives may enter any building, structure, or premises in the areas described in Section A-101.3 of this code, to perform any duty imposed upon him by this code, and shall have the authority to cause the turning off of all electrical currents and to cut or disconnect, in cases of emergency, any wire where such electrical currents are dangerous to life or property. The Director of Inspection Services is hereby empowered to disconnect or order the discontinuance of electrical service to any electrical wiring, devices or equipment found to be defectively installed or otherwise not in conformity with the provisions of this code, until such wiring, devices and equipment and their installations have been made safe.

A-103.3 STOP WORK ORDERS

Upon notice from the Director of Inspection Services that work on any electrical installation is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall be immediately stopped. Such notice shall be in writing and shall be given to the owner of such property, or his agent, or to the person doing the work, and shall state the conditions under which work may be resumed. Where any emergency exists, verbal notice given by the Director of Inspection Services shall be sufficient notice.

A-103.4 REVOCATION OF PERMITS

The Director of Inspection Services may revoke a permit or approval issued under the provisions of this code in any case where there has been any false statement or misrepresentation as to a material fact in the application or plans on which the permit or approval was based. Permit fees shall not be refunded in case of a revocation.

A-103.5 NON-CONFORMING WORK

Any person, firm or corporation engaged in the electrical business, or any person lawfully doing work under the provisions of this code, whose work does not conform to the regulations herein set out, shall on notice from the Director of Inspection Services make the necessary changes at once in order to remedy the same. If the work has not been so changed after ten days notice from the Director of Inspection Services, the said Director of Inspection Services may disconnect the premises on which such work is installed from the electrical services without further notice.

A-103.6 UNSAFE INSTALLATIONS

All electrical installations, regardless of type, which are unsafe or which constitute a hazard to human life, health or welfare are hereby declared illegal and if not corrected or abated in accordance herein the same shall be punishable in accordance with Section A-114 hereof. The Director of Inspection Services shall notify the owner or agent thereof in writing of the illegal electrical installation along with the notice of a date by which the required correction shall be made. Failure to timely make the required corrections or obtain an extension of the date shall authorize the Director of Inspection Services to disconnect or order the discontinuance of electrical service to the premises.

A-103.7 REQUIREMENTS NOT COVERED BY CODE

Any requirement necessary for the safety of an existing or proposed electrical installation, or for the safety of the occupants of a building or structure, not specifically covered by this code, shall be determined by the Director of Inspection Services, subject to the right of appeal to the Electrical Board of Adjustments and Appeals.

A-103.8 LIABILITY

This code shall not be construed as imposing upon Jefferson County any liability or responsibility for damages to any person or property caused by any defect in any electrical installation or equipment mentioned herein or by installation thereof, nor shall Jefferson County or any officer, inspector, assistant or employee thereof, be held as assuming any such liability or responsibility by reason of the inspection authorized hereunder or the certificate of approval issued by the inspector.

Any officer, inspector, assistant or employee, or member of any boards, charged with the enforcement of this code, acting for Jefferson County in the discharge of his duties, shall not thereby render himself personally liable and he is hereby relieved from all personal liability for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of his duties. Any suit brought against any such officer, inspector, assistant or employee or member of any such boards, arising out of any such act performed by him in the enforcement of any provision of this code shall be defended by the County Attorney until the final termination of the proceedings.

SECTION A-104 APPLICATION FOR PERMIT

A-104.1 WHEN REQUIRED

Any person, firm or corporation who desires to install wiring, devices or equipment for the transmission, distribution, or utilization of electrical energy for lights, heat or power within or on any building, structure, or premises, or make any alterations, repair, or addition in any such existing wiring, devices or equipment, shall first make application to the Director of Inspection Services and obtain the required permit therefor, except as stated in paragraphs (a), (b), (c), (d), (e), or (f) of this section.

(a) No permit shall be required for minor repairs, such as repairing flush and snap switches, replacing fuses, changing lamp sockets and receptacles, taping joints and repairing drop cords.

(b) No permit shall be required for the installation of wiring, devices or equipment for telephone, telegraph, district messenger or any signaling systems operating at 50 volts or less, when installed by a public utility subject to regulation as such by the Alabama Public Service Commission, or any agency of the United States.

(c) No permit shall be required for the installation of electric wiring, devices or equipment installed in any building, the major portion of which is occupied by a public utility corporation to transmit and sell or use electric energy, provided such wiring, devices or equipment are for the use of said corporation in its operation as a public utility; provided, however, that permits shall be required for installations in public utility buildings to which the general public has regular access.

(d) No permit shall be required for maintenance and repairs which is done by or under the immediate supervision of a certified Journeyman or Master Electrician; provided, that permits shall be required in all cases where new circuits, additional load or new equipment is added.

(e) Unless specifically required elsewhere in this code, no permit shall be required for the installation, maintenance, or repair of the facilities (other than buildings) of a public utility corporation selling electricity regulated by the Alabama Public Service Commission, when such utility is acting in the exercise of its function as a utility.

(f) Any person, firm or corporation operating any manufacturing plant or establishment which now employs at least 500 persons in Jefferson County on a regular basis (herein called the company), and which regularly employs one or more full time salaried electrical engineers duly registered and licensed under the laws of the State of Alabama, as such, and who desires to install wiring, devices or equipment for the transmission, distribution, or utilization of electrical energy for lights, heat or power within or on any building, structure or premises, or make any alterations, repair, or addition in any such existing wiring, devices or equipment, and not be inspected as required in Section A-107 of this code, shall first make application, signed by said engineer, for the electrical permit, and submit electrical permit fees prior to commencing any electrical work on any such building, structure, or premises, and provided further that the said engineer shall, when electrical work is completed, submit a Certificate-of-Completion on a form provided by the Director of Inspection Services that shall include the certificate of said engineer and the company that the work was done in compliance with all provisions of this code and all other pertinent county ordinances and codes and that said engineer and company assumes full responsibility therefor.

A-104.2 APPLICATION FORM

Permits shall be issued to any person, firm or corporation upon application bearing the signature of his, its or their authorized Master Electrician except as may be approved in Sections A-101.5 and A-104.1 (f). The applicant shall provide the necessary information to complete the application form furnished by the Director of Inspection Services. Application for a permit can be made in person or by mail. It shall be unlawful for any person, firm or corporation to proceed with any electrical installation or repair before the required permit or permission thereof has been issued or granted.

A-104.3 DRAWINGS AND SPECIFICATIONS

(a) Application for a permit to install electrical systems or equipment shall be accomplished by drawings and specifications and other necessary information as required by the Director of Inspection Services to determine accurately the character of the work and compliance with this code; provided, however, that drawings and specifications may not be required in the following types of installations:

1. For one or two family dwellings unless, in the opinion of the Director of Inspection Services, the complexity of the installation is such as to necessitate the filing of plans and/or specifications to ascertain compliance with this code.
2. For one story buildings of areas not exceeding 7,500 square feet gross floor area unless, in the opinion of the Director of Inspection Services, the complexity of the installation is such as to necessitate the filing of plans and/or specifications to ascertain compliance with this code.

(b) Drawings required shall clearly illustrate and, together with specifications, shall contain sufficient detail and data to indicate code compliance and character of the work substantially as follows:

1. Floor plan of each floor drawn to a scale of not less than $1/8" = 1$ foot on a minimum sheet size of eleven inches by seventeen inches (11" x 17").
2. Plot plan drawn to a scale of not less than $1" = 40'$.
3. Reference to code: Such drawings and/or specifications shall be specific, and this code shall not be cited as a whole or in part nor shall the term "legal" or its equivalent be used as a substitute for specific information.
4. All drawings and specifications required shall be submitted in duplicate.
5. When symbols are used, such symbols shall be identified in symbol schedule on drawings.
6. The Director of Inspection Services may require that drawings be prepared by an architect or engineer duly registered in the State of Alabama.

A-104.4 EXAMINATION OF DRAWINGS

(a) The Director of Inspection Services shall examine or cause to be examined each application for a permit and the drawings and specifications which may be filed therewith, and shall ascertain by such examination whether the electrical installation indicated and described is in accordance with the requirements of this code and all other pertinent county ordinances and codes.

(b) The Director of Inspection Services may accept a sworn affidavit from a registered architect or engineer stating that the drawings

and specifications submitted of the electrical installation conform to all requirements of this code, and he may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the Director of Inspection Services on the completion of the installation a Certificate-of-Completion that the electrical installation has been installed in accordance with the requirements of this code. Where the Director of Inspection Services relies upon such affidavit, the architect or engineer shall assume full responsibility for the compliance with all provisions of this code and the architect or engineer shall state in the Certificate-of-Completion that he does assume full responsibility for compliance with all provisions of this code and all other pertinent county ordinances and codes.

(c) The Director of Inspection Services may require a sworn affidavit from the registered architect or engineer who prepared the plans stating requirements in the preceding paragraph have been met, whenever in the opinion of the Director of Inspection Services the size or complexity of the electrical installation requires such affidavit.

SECTION A-105 PERMITS

A-105.1 ACTION ON APPLICATION

(a) If the Director of Inspection Services is satisfied that the work described in an application for permit and the drawings and specifications which may be filed therewith conform to the requirements of this code, and other pertinent county ordinances and codes, he shall issue a permit therefor to the applicant.

(b) If the application for permit and the drawings and specifications which may be filed therewith describes work which does not conform to the requirements of this code or other pertinent county ordinances and codes, the Director of Inspection Services shall not issue a permit, but shall return the drawings to the applicant with his refusal to issue such a permit. Such refusal shall, when requested, be in writing and shall contain the reasons therefor.

(c) A separate permit must be obtained for the work on each structure or building unit including alterations, additions, and general repairs, unless otherwise excepted herein.

A-105.2 CONDITIONS OF THE PERMIT

The Director of Inspection Services shall act upon an application for a permit with plans and specifications as filed, or as amended, without unreasonable or unnecessary delay. A permit issued shall be authority to proceed with the work in accordance with the provisions of this code and other pertinent laws and ordinances. The Director of Inspection Services shall have authority at any time to require corrections of errors in previously filed plans and specifications. Any permit issued shall become invalid unless the work authorized by it shall have been commenced within six (6) months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of six (6) months after the time the work is commenced; provided, that for cause, extensions of time for a period not exceeding six (6) months each, may be allowed in writing by the Director of Inspection Services. However, the maximum number of extensions shall not exceed three (a total of 18 months). Work permitted under the initial permit shall be commenced within a two (2) year period. Work not completed within a two and one-half (2 ½) year period shall require a new permit. Cost of the new permit shall be based upon the amount required to complete the project.

A-105.3 PERMITS ISSUED UPON AFFIDAVITS

Whenever a permit is to be issued in reliance upon an affidavit as provided in Section A-104.4 or whenever the work to be covered by a permit involves construction under conditions which, in the opinion of the Director of Inspection Services are hazardous or complex, the Director of Inspection Services shall require that the architect or engineer who signed the affidavit or made the drawings or computations shall supervise such work, be responsible for its conformity with the filed drawings, and forthwith upon its completion make and file with the Director of Inspection Services a Certificate-of-Completion that the work has been done in conformity with the filed plans and with all the applicable provisions of this code. The architect or engineer shall state in the Certificate-of-Completion that he assumes full responsibility for compliance with all provisions of this code and all other pertinent county ordinances and codes. In the event, such architect or engineer is not available, the owner shall employ in his stead an architect or engineer who shall make said certification.

SECTION A-106 FEES

A-106.1 GENERAL

Before any permit is granted herewith, the person making application for such permit shall pay to the County a fee in such amount as specified in Section A-106.3

A-106.2 FAILURE TO OBTAIN A PERMIT

If any person commences any work on an electrical installation before obtaining the necessary permit from the County is subject to the penalty prescribed in Section A-114.

A-106.3 SCHEDULE OF PERMIT FEES

Note: Minimum Permit Fee \$50.00

WIRING TO OUTLETS (Including Light Switches)

1 to 20 Outlets.....	\$ 12.00
21 to 40 Outlets.....	\$ 15.00
41 to 60 Outlets.....	\$ 18.00
61 to 80 Outlets.....	\$ 20.00
81 to 100 Outlets.....	\$ 24.00
101 to 200 Outlets.....	\$ 30.00
201 to 500 Outlets.....	\$ 50.00

501 to 1,000 Outlets....\$100.00
1,001 Outlets and Over...\$150.00

INSTALLATION OF FIXTURES
(Including Wiring to Fixture Outlets)

1 to 20 Fixtures.....\$ 12.00
21 to 40 Fixtures.....\$ 15.00
41 to 60 Fixtures.....\$ 18.00
61 to 80 Fixtures.....\$ 20.00
81 to 100 Fixtures.....\$ 24.00
101 to 200 Fixtures.....\$ 30.00
201 to 500 Fixtures.....\$ 50.00
501 to 1,000 Fixtures.....\$100.00
1,001 Fixtures and over.....\$150.00

CIRCUITS

0 - 20 amperes.....\$10.00
30 amperes.....\$15.00
40 amperes.....\$18.00
50 amperes.....\$20.00
60 amperes.....\$25.00
100 amperes.....\$30.00
125 amperes.....\$35.00
150 amperes.....\$40.00
200 amperes.....\$45.00
Over 200 amperes.....\$50.00

SERVICE EQUIPMENT FOR LIGHT, HEAT OR POWER

Temporary Service.....\$ 10.00
100 ampere switch or less....\$ 15.00
200 ampere switch.....\$ 20.00
400 ampere switch.....\$ 25.00
600 ampere switch.....\$ 30.00
800 ampere switch.....\$ 35.00
1,200 ampere switch.....\$ 40.00
1,201 amperes and over.....\$ 50.00

SUB-PANEL AND FEEDERS

100 ampere or less.....\$20.00
150 ampere\$25.00
200 ampere.....\$30.00
400 ampere.....\$35.00
Over 400 ampere.....\$40.00

FANS

(Paddle Fans and Vent/Exhaust Fans)

All Fans, Each.....\$10.00

INSTALLATION OF ELECTRIC APPLICANCES

Cooktops.....\$15.00
Dish Washers.....\$10.00
Dryers.....\$15.00
Microwaves.....\$10.00
Ovens.....\$15.00
Ranges.....\$15.00
Water Heaters.....\$15.00

DIMMERS

500 – 1,000 watts.....\$10.00
1,000.1 – 5,000 watts.....\$15.00
Above 5,000.1 watts.....\$20.00

FUEL DISPENSING UNITS

(Wiring for and/or installation)

New or rewire (per dispensing unit)....\$15.00

MOTORS

(Wiring for and/or installation)

Up to 5 hp.....\$15.00
Above 5 hp to 25 hp...\$20.00
Above 25 hp.....\$30.00

GENERATORS

(Wiring for and/or installation)

Up to 10 kw.....\$15.00
Above 10.1-25kw.....\$20.00
Above 25.1-50kw.....\$30.00

Above 50kw.....\$50.00

TRANSFORMERS

Up to 5 KVAR.....\$15.00
6.1 to 50 KVAR.....\$25.00
Above 50 KVAR.....\$50.00

MOBILE HOMES OR OFFICE/CONSTRUCTION TRAILERS

100 amp & AC unit.....\$50.00
200 amp & AC unit.....\$65.00

TEMP/PERMANENT POWER

0-1,000 amps.....\$ 50.00
1,001 – 2,000 amps.....\$100.00
2,001 amps and above.....\$200.00

NUMBER OF INSPECTIONS

Four inspections when necessitated by job progress are included with initial permit.
Additional inspections are \$20.00 each.

REINSPECTION FEES

When necessitated by faulty materials, equipment, apparatus or workmanship, the following fees shall apply:

1st Reinspection.....\$20.00
2nd Reinspection.....\$40.00
All additional reinspections, each.....\$50.00
Delayed Inspection and Penalty.....\$30.00

A-106.4 FEES, HOW PAID

All fees for permits and inspections required under this code shall be paid at the offices of the Inspection Services Department in the Birmingham Courthouse.

A-106.5 FEES FOR ADDITIONAL WORK

In the event that, during the performance of the work permitted under the permit, additional work is required, it shall be unlawful for the person who secured the original permit to fail to immediately remit to the Director of Inspection Services, an amount equal to the additional fees for permits and inspections incurred by the additional work.

A-106.6 WORK COMMENCING BEFORE PERMIT ISSUANCE

No electrical work shall commence until the required permit is obtained. In the event any person shall commence or proceed with any work for which a permit is required by this code, without having first obtained such permit, the person so commencing or proceeding with such work without a permit shall take out a belated permit covering such work before proceeding further. The fees therefor shall be double the specific fees provided by law to be paid for a timely permit covering such work. Each additional violation within a twelve (12) month period of the last violation shall result in a double fee plus twenty-five (25) dollars. The issuance of a belated permit hereunder shall not waive or otherwise affect in any manner a prosecution under Section A-114 of this code.

A-106.7 REFUND OF FEES

Permit Fees - Refund of fees paid for an electrical permit can be made if the following conditions have been met:

1. No work has begun under said permit; and

2. The filing by the permit holder of a refund claim with Jefferson County within six (6) months of the date of issuance of said permit. Provided, however, where the claim for refund involves the duplicating or permitting of the same job more than once, no refund shall be made on the most current permit after sixty (60) days from date of issuance of most current permit.

There shall be an administrative charge of \$30.00 on all refunds, and there shall be no refund of a minimum permit fee.

A-106.8 EMERGENCY PERMITS

Nothing herein shall make it unlawful for the Director of Inspection Services to issue a permit prior to receiving the required application and fee for work under emergency conditions, as may be determined by said Director of Inspection Services, provided all information required in written application under Section 104 of this Code is given orally along with request for emergency permit. Any person, firm or corporation obtaining an emergency permit or inspection shall within five (5) days (Sunday and holidays excluded) after the issuance of such emergency permit or the giving of such emergency inspection, remit to the Director of Inspection Services, at his office, fees in the amount required for such permit and/or inspection together with written application required under Section A-105 of this Code. If such fees are not paid within the above five (5) days, a double fee shall be charged in accordance with Section A-106.6.

An emergency permit or inspection may be given only under the following conditions:

When it is necessary to immediately repair electrical wiring, devices or equipment in order to protect the health, safety and welfare of occupants of any building or structure.

SECTION A-107 INSPECTIONS

A-107.1 INSPECTION REQUIRED

All new electrical work and such portions of existing systems as may be affected by new work or any change shall be inspected to insure compliance with all the requirements of this code and to assure that the installation and construction of the electrical system is in accordance with approved plans.

A-107.2 NOTIFICATION

(a) Advance Notice/Concealed Work

It shall be the responsibility of the master electrician to give reasonable advance notice to the Director of Inspection Services when electrical work is ready for test or inspection.

When any part of a wiring installation is to be hidden from view by the permanent placement of parts of the building, the person installing the wiring shall notify the Director of Inspection Services, and such parts of the wiring installation shall not be concealed until they have been inspected and approved by the Director of Inspection Services; provided, that on large installations where the concealment of parts of the wiring proceeds continuously, the person installing the wiring shall give the Director of Inspection Services reasonable notice and inspection shall be made periodically during the progress of the work.

(b) Reinspection

If the Director of Inspection Services finds that the work will not pass the inspection, the permittee shall be required to make necessary corrections and the work shall then be resubmitted for inspection. Where additional inspections are necessary there shall be an additional fee as provided for in Section A-106.3.

(c) Inspection: Unsafe Installations

The Director of Inspection Services may make, periodically, a thorough reinspection of the installation of all electrical wiring, electrical devices and electrical equipment and when such installation of any wiring, devices or equipment is found to be in a dangerous or unsafe condition, the Director of Inspection Services shall proceed in accordance with Section A-103.5 hereof.

(d) Inspections

Upon the completion of the installation of the electric wiring, devices and equipment which have been authorized by issuance of a permit, it shall be the duty of the person installing the same to notify the Director of Inspection Services who shall inspect the installation within a reasonable time. It shall also be the responsibility of the master electrician to insure that the premises, work, and personnel are available and accessible to the Director of Inspection Services or his representative for inspection and to provide personnel and assistance as necessary to complete the inspection. If the work is found to be fully in compliance with this code and does not constitute a hazard to life and property, he shall, upon request, issue to such person, for delivery to the owner, a certificate of approval.

When a certificate of approval is issued on temporary work, such a certificate shall be issued to expire at a stated time and shall be revocable by the Director of Inspection Services at his discretion. A preliminary certificate may be issued on certain specified portions of an uncompleted installation; such a preliminary certificate shall be revocable at the discretion of the Director of Inspection Services.

If, upon inspection, the installation is not found to be in full compliance with this code, the Director of Inspection Services shall at once notify the person performing the installation, including a statement of the defects which have been found to exist.

(e) Delayed Inspection and Penalty

On any job for which a permit has been obtained and a period of more than 90 days elapsed without request for an inspection, an inspection shall be made and should it be ascertained that the work has been completed for which an inspection is required and no inspection has been requested as otherwise required by this code, a delayed inspection penalty fee shall be paid as provided in Section 106. Payment of this fee shall not include payment of any other inspection charges incurred due to defective material, workmanship, equipment, apparatus, or the lack of equipment, apparatus, or personnel required for inspection or tests.

SECTION A-108 APPROVALS

A-108.1 INITIAL CONNECTIONS

It shall be unlawful for any person, firm or corporation to make or to allow connections from a source of electrical energy to any electrical wiring, devices or equipment for the installation of which a permit is required, until approval has been given by the Director of Inspection Services authorizing such connection and the use of such wiring, devices or equipment.

A-108.2 RECONNECTIONS

It shall be unlawful for any person, firm or corporation to make connection from a source of electrical energy to any electrical wiring, device or equipment which has been disconnected or ordered to be disconnected by the Director of Inspection Services or the use of which has been ordered by the Director of Inspection Services to be disconnected until approval has been given by the Director of Inspection Services authorizing the reconnection and use of such wiring, devices or equipment.

A-108.3 APPROVED MATERIALS, APPARATUS, EQUIPMENT AND METHODS

(a) Regulation of Electrical Goods Installed

All electrical materials, apparatus, fittings, appliances, devices and/or appurtenances, shall bear the manufacturer's name, trademark or other identification symbol along with markings giving operating voltage, type of current, wattage, and/or other pertinent information as may be necessary to determine the character of the material, apparatus, fitting, appliance, devices and/or appurtenance and the use for which it is

intended.

It shall be unlawful for any person, firm or corporation, to remove, alter, change, mar and/or deface any manufacturer's name, trademark, symbol, and/or markings required in immediate preceding paragraph of this section.

(b) Approved Electrical Goods Defined

No electrical material, apparatus, fitting, appliance, device and/or appurtenance shall be installed by any person, firm or corporation, until such material, apparatus, fitting, appliance, device and/or appurtenance shall have been submitted to a nationally recognized testing laboratory for examination and testing. Only electrical materials, apparatus, fittings, appliances, devices and/or appurtenances labeled or listed by a nationally recognized testing laboratory, shall be considered as having complied with the foregoing regulation or requirement.

SECTION A-109 QUALIFYING AND BONDING OF ELECTRICIANS

A-109.1 GENERAL

Before any person, firm or corporation shall engage in the electrical business within the area described in Section A-101.3 of this code, he shall be qualified as set forth herein, and a license shall be obtained from the City, County and State as required and a proper bond posted. Except as provided in Section A-101.5 hereof, where any electrical work is being done, a master or journeyman electrician shall at all times be present on the job, and in actual control, and in charge of the work being done.

A-109.2 DEFINITIONS

(a) The term "electrical construction," as used in this code, shall include all work and materials used in installing, maintaining or extending a system of electrical wiring for light, heat or power and all appurtenances, apparatus or equipment used in connection therewith, inside of or attached to any building or structure, lot or premises.

(b) The term "electrical contractor," as used in this code, shall mean a person, firm or corporation who is engaged in the business of electrical construction and who is qualified under the terms and provisions of State Law and this code.

(c) The term "master electrician," as used in this code, shall mean a person certified in accordance with State Law who possesses the necessary qualifications, training and technical knowledge to plan, lay out and supervise the installation of and install electrical wiring, apparatus and equipment for light, heat and power, as covered by the terms and provisions of this code.

(d) The term "journeyman electrician," as used in this code, shall mean a person who possesses necessary qualifications, training, and technical knowledge to install electrical wiring, apparatus, or equipment lighting, heating, or power or control. He or she shall work under a master or state certified electrical contractor and shall be capable of doing work according to plans and specifications furnished to him or her and in accordance with standard rules and regulations governing such work.

(e) The term "apprentice electrician," as used in this code, shall mean a person certified in accordance herewith performing electrical work under the direct supervision of a master or journeyman electrician.

(f) The term "direct supervision" as used in this code, shall mean close supervision given on the same premises or under the same roof with the supervised.

A-109.3 ELECTRICAL EXAMINING BOARD

There shall be an Electrical Examining Board consisting of nine members, namely, the Director of Inspection Services, the Chief Electrical Inspector, a registered engineer who practices electrical engineering, two Jefferson County electrical contractors, two journeyman electricians, a master electrician and an attorney. The members of the board, other than the Director of Inspection Services and the Chief Electrical Inspector shall be appointed by the Jefferson County Commission for a term of four years. The Jefferson County Commission may replace any member of the board at any time and without notice. The Director of Inspection Services shall be chairman of the Board and in his absence the Chief Electrical Inspector shall act as chairman. No member of the Board shall receive compensation for his services as such. Five members of said Board shall constitute a quorum. At least five affirmative votes shall be necessary to determine any decision to be rendered by the Board.

A-109.4 QUALIFICATIONS OF JOURNEYMAN ELECTRICIANS

The Alabama Board of Electrical Contractors shall determine the qualifications of every person who may apply for certification as journeyman electrician in accordance with their law. Such applicants shall make written application for said journeyman certificate to the Alabama Board of Electrical Contractors.

A-109.5 QUALIFICATIONS OF MASTER ELECTRICIANS

It shall be the duty of the Alabama Board of Electrical Contractors to pass upon the qualification of every person who may apply for certification as a master electrician in accordance with their law.

A-109.6 RECIPROCITY

Notwithstanding the foregoing, it shall be lawful for the Electrical Examining Board to reciprocate and accept a valid, current, unrevoked Certificate as a Master or Journeyman Electrician issued by the Alabama Board of Electrical Contractors.

A-109.7 MEETING OF THE BOARD

Board will meet when required and called by the Director of Inspection at the office of the Director of Inspection Services in Room B200,

Jefferson County Courthouse. Special meetings of the Board may be called by the chairman at any time.

A-109.8 APPRENTICE REGISTRATION

Any person who shall apply for registration as an apprentice electrician upon form provided for that purpose by the County shall be registered as such by the Chief Electrical Inspector without examination and upon payment of a \$10.00 fee.

The certificate of registration shall be valid for only the calendar year in which issued and dated and shall expire December 31 after date of issue.

Registered apprentices may renew the registration by paying an annual fee of \$10.00. The apprentice must provide at the time of renewal of registration an annual report from his employer documenting the hours worked and type of work performed for the past one-year period.

A-109.9 RENEWAL OF CERTIFICATE OF COMPETENCY

Every certificate of competency issued by Jefferson County whether master or journeyman, and whether original or renewal, shall be valid for only the calendar year in which issued and dated and shall expire December 31 after date of issue.

Any holder of a valid master certificate for the current or preceding calendar year shall be entitled to a renewal certificate for the next succeeding calendar year upon payment to the Director of Inspection Services of a renewal fee of \$30.00. It shall be unlawful for any person to engage in the business of master electrician or electrical contractor in any period in which he does not hold a valid master certificate.

Any holder of a valid journeyman certificate for the current or preceding calendar year shall be entitled to a renewal certificate for the next succeeding calendar year upon payment to the Director of Inspection Services of a renewal fee of \$20.00. It shall be unlawful for any person to work as a journeyman electrician in any period in which he does not hold a valid journeyman certificate.

If a holder of a certificate of electrical competency with Jefferson County allows this certificate to lapse for a period of five years or less, the holder will be allowed to pay all past due annual renewal fees and renew this certificate. After five years has passed and the certificate has not been renewed, the applicant must reapply and be issued a new certificate.

A holder of a "P" or Grandfathered card for the current calendar year shall be entitled to a renewal card for the next succeeding calendar year upon payment to the Director of Inspection Services of the applicable fee (\$20.00 journeyman; \$30.00 master). Allowing a "P" or Grandfathered Card to lapse shall render it invalid, and under this code cannot be renewed. If the applicant wishes to have a new card, all requirements of the State of Alabama Board of Electrical Contractors must be met.

Jefferson County shall no longer issue Maintenance Electrician cards. Any current holder of a valid Maintenance Electrician certificate shall be entitled to a renewal certificate for the next succeeding calendar year upon payment to the Director of Inspection Services of a renewal fee of \$20.00. Should the card be allowed to lapse, it shall not be renewed or reinstated.

A-109.10 REVOCATION AND SUSPENSION OF CERTIFICATE

By state law the Alabama Board of Electrical Contractors has the power to revoke or suspend any certificate if, after hearing, an act by a certificate holder warrants such action. Such action taken by the State Board of Electrical Contractors shall also render the Certificate of Competency issued by Jefferson County invalid.

The Jefferson County Electrical Examining Board shall have power to suspend any Certificate of Competency issued by Jefferson County for a definite period not exceeding sixty days, if after hearing, it determines that the holder has been guilty of any violation of this code. This revocation in no way affects the holder's state issued certificate unless the Alabama Board has taken action to revoke their certificate.

A-109.11 APPEAL FROM ACTION OF BOARD

Every decision of the Electrical Examining Board shall be final, subject, however, to such remedy as any aggrieved party might have at law or in equity. It shall be in writing and shall indicate the vote upon the decision. Every decision shall be promptly filed in the office of the

Director of Inspection Services, and shall be open to public inspection. The Electrical Examining Board shall, in every case, reach a decision without unreasonable or unnecessary delay.

A-109.12 DUTY OF EMPLOYER

No electrical contractor shall work any person on any job in the county in the capacity of either a master electrician or a journeyman electrician or an apprentice electrician, unless such person shall have in his possession a valid certificate for the capacity of the work performed, issued to him as hereinabove provided in this code.

A-109.13 UNLAWFUL TO DO BUSINESS WITHOUT CERTIFICATE

As herein used the word "certificate" shall mean a certificate of competency issued in accordance with Section A-109 hereof.

It shall be unlawful:

- (1) for any person other than a holder of a certificate to do any electrical installation or construction work in the county, or
- (2) for any holder of a certificate to employ as an assistant in any such work any person other than a holder of a certificate, or
- (3) for any holder of a master or journeyman certificate to require a registered apprentice electrician to do any such work other than under his direct supervision, or

(4) for any registered apprentice electrician to do any such work other than under the direct supervision of the holder of a master or journeyman certificate, or

(5) for any person than a holder of a Master or Journeyman electrician certificate to make any alterations or additions to the wiring systems of the person, firm, company, or corporation by whom he is employed.

Anything hereinabove to the contrary notwithstanding, it shall not be unlawful for any public utility corporation to transmit and sell electrical energy, or any employee of such public utility corporation to do any such work as a part of the public utility business of such corporation.

A-109.14 INSTALLATION AND OPERATION OF ILLEGAL WIRING OR EQUIPMENT

It shall be unlawful for any person, firm, or corporation to permit the installation of any electrical wiring, apparatus, or other appurtenances upon his premises, works, ways, machinery or plant except in strict accordance with all provisions of this code; it shall be further unlawful for any person to maintain, operate or attempt to operate any electrical wiring, apparatus, equipment, or other appurtenances in or upon his premises, works, ways, machinery or plant which has not been installed in strict accordance with this code.

A-109.15 VEHICULAR SIGNS

All trucks and similar vehicles used by electrical contractors shall have painted on the body of both sides of same, the full name and address of the firm to which it belongs. Lettering may be any color in contrast to the color of the body, but letters must be at least 2 1/2 inches high on firm's name.

A-109.16 BOND REQUIRED

Before any person, firm, or corporation shall engage in the business of installing, maintaining or repairing electrical wiring, apparatus and equipment for light, heat and power, or excavating, or blasting as an Electrical Contractor within the County, he, it, or they, shall in addition to the requirements of certification, have a business license issued by the appropriate Municipal, County and State Authorities, also deposit with the Jefferson County Commission and continuously maintain a good and sufficient bond in the sum of five thousand dollars (\$5,000.00), and made by a surety company duly authorized to do business in Alabama. Said bond shall be conditioned that the person, firm or corporation, to be known as the Principal in said bond, shall faithfully observe all ordinances and laws of the said County pertaining to said business or businesses, whether now or hereafter enacted, together with all rules and regulations established under the authority of said laws or ordinances; and shall perform in a workmanlike manner all work undertaken by said Principal in the prosecution of said business or businesses; and shall indemnify and save harmless the said County, its officers, agents, and employees from all liability occasioned or arising from acts done or omitted by said Principal, its servants and agents, in doing said work, or from any unfaithful or inadequate work; and shall adequately safeguard all ditches and excavations which may be opened by said Principal in the streets, highways and alleys of said County; and shall restore, or cause to be restored, in a workmanlike manner, to their former condition, all such portions of said streets, highways and alleys excavated by said Principal, and pay the expenses thereof; and shall maintain said restored portions in a safe condition for the period of one year from the date of such excavation; and shall defend all suits brought against the County, its officers, agents and employees based, in whole or in part, upon any act or default for which said Principal is responsible, and pay the costs and expenses thereof, and shall pay all such damages as any person, firm or corporation may sustain by reason of violation of said laws, ordinances or regulations by said Principal, its servants and agents, or by reason of the negligence of said Principal, its servants or agents, in the prosecution of said business or businesses. Said bond shall also provide that it may be canceled by the surety by giving the Jefferson County Inspection Services fifteen (15) days notice in writing prior to the date of cancellation. Failure to comply with this section shall authorize the revocation of the business license of the said person, firm or corporation.

A-109.17 ALLOWING ONE'S NAME, LICENSE OR BOND TO BE USED TO OBTAIN PERMIT FRAUDULENTLY

No person, firm or corporation engaged in the electrical business shall allow his, its or their names to be used by any other person, firm or corporation directly or indirectly, to obtain a permit for any work under his, its or their names, license or bond; nor shall he, it or they make any misrepresentations or omissions in his, its, or their applications. No person holding a master certificate shall represent more than one business as such master.

SECTION A-110 ELECTRICAL BOARD OF ADJUSTMENTS AND APPEALS

A-110.1 APPOINTMENT

There shall be an Electrical Board of Adjustments and Appeals consisting of seven (7) members. The members of the Electrical Examining Board with the exception of the Director of Inspection Services, and the Chief Electrical Inspector, shall constitute the Electrical Board of Adjustments and Appeals.

A-110.2 QUORUM

Four members of said board shall constitute a quorum. At least four (4) affirmative votes shall be required to transact any business. No board member shall act in a case in which he has a personal interest.

A-110.3 RECORDS

The Director of Inspection Services shall act as Secretary of the Electrical Board of Adjustments and Appeals and shall make a detailed record of all its proceedings, which shall include names of the members present, the reasons for the board's decisions, the vote of each member participating therein, and any failure of a member to vote.

A-110.4 PROCEDURE

The board may establish rules and regulations for its own procedure not inconsistent with the provisions of this code. The board shall meet

at the call of the Chairman or Director of Inspection Services and within twenty (20) days after notice of appeal has been received.

SECTION A-111 APPEALS

A-111.1 TIME LIMIT

(a) Whenever the Director of Inspection Services shall reject or refuse to approve the mode or manner of construction proposed to be followed or materials to be used in a building or structure, or when it is claimed that the provisions of this code do not apply, or that an equally good or more desirable form of construction can be employed in any specific case, or when it is claimed that the true intent and meaning of this code or any of the regulations thereunder have been misconstrued or wrongly interpreted, the owner of such building or structure, or his duly authorized agent may appeal from the decision of the Director of Inspection Services to the Electrical Board of Adjustments and Appeals. Notice of appeal shall be in writing on form provided by the county and filed with Director of Inspection Services within twenty (20) days after the decision is rendered by the Director of Inspection Services. A fee of \$50.00 shall accompany such notice of appeal. The fee is nonrefundable.

(b) In case of electrical work which, in the opinion of the Director of Inspection Services, is unsafe or dangerous, the Director of Inspection Services, may, in his decision, limit the time for such appeal to a shorter period.

SECTION A-112 DECISIONS OF THE ELECTRICAL BOARD OF ADJUSTMENTS AND APPEALS

A-112.1 VARIATIONS AND MODIFICATIONS

(a) Upon appeal and after hearing, the Electrical Board of Adjustments and Appeals, may vary the application of any provision of this code to any particular case when, in its opinion, the enforcement thereof would do manifest injustice, and would be contrary to the spirit and purpose of this code or public interest, or when, in its opinion the interpretation of the Director of Inspection Services should be modified or reversed.

(b) A decision of the Electrical Board of Adjustments and Appeals to vary the application of any provision of this code or to modify an order of the Director of Inspection Services shall specify in what manner such variation or modification is made, the conditions upon which it is made and the reason therefor.

A-112.2 DECISIONS

(a) Every decision of the Electrical Board of Adjustments and Appeals shall be final, subject, however, to such remedy as any aggrieved party including the Director of Inspection Services might have at law or in equity. It shall be in writing and shall indicate the vote upon the decision. Every decision shall be promptly filed in the office of the Director of Inspection Services, and shall be open to public inspection.

(b) The Electrical Board of Adjustments and Appeals shall, in every case, reach a decision without unreasonable or unnecessary delay.

(c) If a decision of the Electrical Board of Adjustments and Appeals reverses or modifies a refusal, order, or disallowance of the Director of Inspection Services, or varies the application of any provision of this code, the Director of Inspection Services shall immediately take action in accordance with such decision unless appealed.

SECTION A-113 EXCAVATIONS-PUBLIC SAFETY

A permit shall be obtained by any person, firm or corporation for each excavation for the installation, maintenance, extension, and alteration of any pipe, cable, conduit, or appurtenance on a right-of-way of any county street, highway or any public easement. All work shall be done in accordance with applicable laws and ordinances of Jefferson County.

SECTION A-114 VIOLATIONS AND PENALTIES

Any person, firm or corporation violating any provision of this code or failing to comply with any of the provisions of this code after ten (10) days written notice from the Director of Inspection Services shall be guilty of a misdemeanor punishable by a fine of not more than five hundred dollars (\$500) or thirty (30) days in jail, or both, and a penalty of fifty dollars (\$50) per day, each day during the continuance of the violation.

SECTION A-115 VALIDITY

If any section, sub-section, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this code.

Article A-210.11(a) Add the following sentence to the end of this section: "For the purpose of determining the number of branch circuits, general purpose outlets shall be calculated at 180 volt amperes." For example: 10 outlets on 15 amp circuit; and 13 outlets on 20 amp circuit.

Delete Article 230.3 in Chapter II of the "2014 Edition of the National Electrical Code" and substitute in lieu thereof the following Article 230.3.

ARTICLE 230.3 INSTALLATION REQUIREMENTS FOR SERVICE CONDUCTORS AND FEEDERS

Service conductors supplying a building or other structure shall not pass through the interior of another building or other structure. Feeders in residential multiple-occupancy or tenancy buildings from service drop or lateral to distribution panels shall be installed in rigid metal conduit, IMC, EMT, or rigid non-metallic conduit either in slab, basement or crawl space under a building, or in such a manner that the raceway will not pass through one occupancy or tenancy to reach another, except the vertical portion from the first floor to the panel.

Approved cable will be permitted as a variation to the provisions of this paragraph provided the proposed location of such cable is submitted to and approved by the Director of Inspection Services.

Delete Article 230.28 in Chapter II of the "2014 Edition of the National Electrical Code" and substitute in lieu thereof the following Article 230.28.

ARTICLE 230.28 SERVICE MASTS AS SUPPORTS

Where a service mast is used for support of service drop conductors, it shall be a minimum size of 2" rigid metal or IMC conduit. It shall be of adequate strength or be supported by braces or guys to withstand safely the strain imposed by the service drop. Where raceway-type service masts are used, all raceway fittings shall be identified for use with service masts. Only power service-drop conductors shall be permitted to be attached to a service mast.

Amend Article 334.12(A)(4), Uses Not Permitted, in Chapter III of the "2014 Edition of the National Electrical Code" to read as follows:

- (4) In commercial garages.

Amend ARTICLE 340.12 USES NOT PERMITTED, in Chapter III of "2014 Edition of the National Electrical Code" to add the following:

Type UF cable shall not be used as follows:

- (12) In commercial buildings or on commercial premises

Delete Article 550.2 Definitions, Informational Note No. 1, of the "2014 Edition of the National Electrical Code" without substitution.

Delete Article 550.32(B) in Chapter V of the "2014 Edition of the National Electrical Code" and substitute in lieu thereof the following Article 550.32(B).

Article 550.32(B) Manufactured Home Service Equipment.

The manufactured home service equipment shall be permitted to be installed in or on a manufactured home, provided that all of the following conditions are met.

- (1) The manufactured home is secured to a permanent foundation that complies with the U.S. Department of Housing and Urban Development Permanent Foundation Guide for Manufactured Housing.
- (2) The installation of the service equipment shall comply with Article 230.
- (3) Means shall be provided for the connection of a grounding electrode conductor to the service equipment and routing it outside the structure.
- (4) Bonding and grounding of the service shall be in accordance with Article 250.
- (5) The manufacturer shall include in its written installation instructions one method of grounding the service equipment at the installation site. The instructions shall clearly state that other methods of grounding are found in Article 250.
- (6) The minimum size grounding electrode conductor shall be specified in the instructions.
- (7) A red warning label shall be mounted on or adjacent to the service equipment. The label shall state the following:

WARNING
DO NOT PROVIDE ELECTRICAL POWER
UNTIL THE GROUNDING ELECTRODE(S)
IS INSTALLED AND CONNECTED
(SEE INSTALLATION INSTRUCTIONS).

Where the service equipment is not installed in or on the unit, the installation shall comply with the other provisions of this section.

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

Dec-3-2015-1120

ORDINANCE NO. 1814

An ordinance to adopt a Plumbing Code for Jefferson County, Alabama.

WHEREAS, on the 5th day of November, 2015, at a regular meeting of the Jefferson County Commission the following resolution was adopted:

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, AS FOLLOWS:

Section A. That the Jefferson County Commission proposes to consider the adoption of a plumbing code by ordinance as authorized by Act No. 676 of the Regular Session of the Legislature of Alabama of 1967, approved September 8, 1967, (Alabama Acts, 1967, pp. 1501-1503), and Act No. 1055 of the Regular Session of the Legislature of Alabama of 1975, approved October 10, 1975, (Alabama Acts, 1975, pp. 2116-2118), and will hold a public hearing thereon at the regular meeting of the Jefferson County Commission to be held in the Jefferson County Commission Chambers in the County Courthouse in Birmingham, Alabama, on the 3rd day of December, 2015 at 9:00 a.m. Said code shall be known as the "Plumbing Code of Jefferson County, Alabama, 2015."

Section B. That three (3) copies of said proposed "Plumbing Code of Jefferson County, Alabama, 2015" shall be filed in the office of the County Commission Minute Clerk of Jefferson County, Alabama, Room 410, Courthouse; the office of the Director of Inspection Services of Jefferson County, Alabama, Room B200, Courthouse; and the office of the Commissioner of Inspection Services of Jefferson County, Alabama, Suite 220, Courthouse, by the 13th day of November, 2015 for the use and examination by the public during the regular business hours of said offices from said date until 9:00 a.m. on the 3rd day of December, 2015.

Section C. That the Director of the Inspection Services Department of Jefferson County, Alabama, be and he is hereby authorized, empowered and directed to cause fifteen (15) days notice to be given of the time, place and purpose of the public hearing provided for in Section A of this resolution by publication of such notice once a week for three successive weeks in a newspaper of general circulation in Jefferson County, which said notice shall be in words and figures as follows:

NOTICE OF PROPOSAL BY THE JEFFERSON COUNTY COMMISSION TO ADOPT A PLUMBING CODE FOR JEFFERSON COUNTY, ALABAMA, BY ORDINANCE AND OF A PUBLIC HEARING THEREON.

Notice is hereby given that the Jefferson County Commission proposes to consider the adoption of a plumbing code for Jefferson County, Alabama, to be known as the "Plumbing Code of Jefferson County, Alabama, 2015" by ordinance, in order to revise, update and amend the "Plumbing Code of Jefferson County, Alabama, 2009," and that a public hearing thereon will be held at the regular meeting of the Jefferson County Commission, in the Courthouse in Birmingham, Alabama at 9:00 a.m. on the 3rd day of December, 2015, for the consideration of the same. Three (3) copies of said proposed "Plumbing Code of Jefferson County, Alabama, 2015" (consisting of the "2015 Edition of the International Plumbing Code" published by the International Code Council, Incorporated, 4051 West Flossmoor Road, Country Club Hills, Illinois 60478, and the "Special Provisions" which modify, revise or are in addition to provisions contained in the "2015 Edition of the International Plumbing Code") will be on file in the office of the County Commission Minute Clerk of Jefferson County, Alabama, Room 410, Courthouse; the office of the Director of the Inspection Services Department of Jefferson County, Alabama, Room B200, Courthouse; and the office of the Commissioner of Inspection Services of Jefferson County, Alabama, Suite 220, Courthouse, by the 13th day of November, 2015, for the use and examination by the public during the regular business hours of said offices from said date until 9:00 a.m. on the 3rd day of December, 2015; and

WHEREAS, the Jefferson County Commission now finds that all of the provisions of said resolution have been complied with:

NOW, THEREFORE, BE IT ORDAINED BY THE JEFFERSON COUNTY COMMISSION AS FOLLOWS:

Section 1. That the "2015 Edition of the International Plumbing Code" published by the International Code Council, Incorporated, 4051 West Flossmoor Road, Country Club Hills, Illinois 60478, be incorporated by reference into this ordinance except as specifically altered by the "Special Provisions" promulgated by the Inspection Services Department of Jefferson County, Alabama. The "2015 Edition of the International Plumbing Code" and the "Special Provisions" are before this commission and have been on file in the office of the County Commission Minute Clerk, the office of the Commissioner of Inspection Services, and the office of the Inspection Services Department pursuant to resolution adopted by the Commission of Jefferson County, Alabama, on the 5th day of November, 2015, and set forth in the preambles of this ordinance. The "2015 Edition of the International Plumbing Code" and the "Special Provisions," are hereby adopted as "The Plumbing Code of Jefferson County, Alabama, 2015," and shall be effective and operative as such on and after the 4th day of January, 2016, and on and after said date shall be binding in all unincorporated areas of Jefferson County, Alabama, and also in those parts of said county lying within the corporate limits of municipalities which have not adopted and are not enforcing municipal plumbing codes.

Section 2. That, under this section, the Jefferson County Commission Minute Clerk shall spread said "Special Provisions" on the official minutes of the County Commission. (See the "Special Provisions" following Section 9 of this ordinance.)

Section 3. That Ordinance No. 1798, "Plumbing Code of Jefferson County, Alabama, 2009," adopted by the Jefferson County Commission on April 12, 2011, be, and the same is hereby repealed as of the date upon which "The Plumbing Code of Jefferson, County, Alabama, 2015," adopted by Section 1 of this ordinance, becomes effective as provided by said Section 1; provided, however, that no cause of action nor any fine, forfeiture, judgment, penalty, right, remedy or defense accrued at said date, nor any prosecution or complaint pending at said date shall be in any manner released, affected, abated, or impaired by this ordinance or by the code adopted by this ordinance.

Section 4. That immediately after the adoption of this ordinance and in the presence of the Jefferson County Commission, the County Commission Minute Clerk shall further identify the "2015 Edition of the International Plumbing Code," referred to in Section 1 hereof, which is before this Commission by appending thereto and signing a certificate in form substantially as follows:

"I, Diane C. Townes, County Commission Minute Clerk, hereby certify that the document (the "2015 Edition of the International Plumbing Code") to which this certificate is appended is the document referred to in Section 1 of Ordinance No. 1814 adopted by the Jefferson County Commission at a regular meeting thereof held on this the 3rd day of December, 2015, and that I have signed this certificate in the presence of said Commission at said regular meeting on said date.

Diane C. Townes, County Commission Minute Clerk."

The County Commission Minute Clerk shall carefully preserve this ordinance and said document adopted by Section 1 hereof as the "Plumbing Code of Jefferson County, Alabama, 2015" as a part of the permanent records of her office.

Section 5. That it be, and hereby is proclaimed that the Code adopted by Section 1 hereof is on file with the Jefferson County Commission Minute Clerk where the same may be inspected by the public and that the public is hereby notified of this ordinance by publication as set forth in Section 7 hereof.

Section 6. That prior to the 4th day of January, 2016, the effective date of the code adopted by Section 1 of this ordinance, a copy of this ordinance and of the code adopted by Section 1 of this ordinance shall be placed on the Jefferson County Web Site and also made available for use by the general public at the office of the Inspection Services Department. A copy of this ordinance may be obtained at the Inspection Services Department for the cost of reproduction as established by the Jefferson County Commission Administrative Order 03-1, As Amended.

Section 7. That the County Commission Minute Clerk shall cause a true copy of this ordinance to be promptly published in a newspaper published and of general circulation in Jefferson County, Alabama, and shall carefully preserve in her office a thus published copy of said

ordinance as a part of the permanent records of her office.

Section 8. That any person who knowingly violates any of the provisions of the "Plumbing Code of Jefferson County, Alabama, 2015" shall be subject to the penalty provided for by State Laws.

Section 9. That the provisions of this Ordinance are severable. If any part of the Ordinance is declared invalid or unconstitutional, such declaration shall not affect the part which remains.

SPECIAL PROVISIONS

Delete Chapter 1 of the "2015 Edition of the International Plumbing Code" and substitute in lieu thereof the following Chapter 1.

CHAPTER 1 - ADMINISTRATION

SECTION 101 - TITLE AND SCOPE

101.1 TITLE

Provisions in the following chapters and sections shall constitute and be known and may be cited as the "Plumbing Code of Jefferson County, Alabama, 2015," hereinafter referred to as "this Code."

101.2 CODE REMEDIAL

101.2.1 General. This Code is hereby declared to be remedial, and shall be construed to secure the beneficial interests and purposes thereof (which are public safety, health, and general welfare) by regulating installation and maintenance of all plumbing.

101.2.2 Quality Control. Quality control of materials and workmanship is not within the purview of this Code except as it relates to the purpose stated herein.

101.2.3 Permitting and Inspection. The inspection or permitting of any building or plan by Jefferson County, under the requirements of this Code shall not be construed in any court as a warranty of the physical condition of such building or the adequacy of such plan. Neither Jefferson County nor any employee thereof shall be liable in tort for damages for any defect or hazardous or illegal condition or inadequacy in such building or plan, nor for any failure of any component of such building, which may occur subsequent to such inspection or permitting.

101.3 SCOPE

101.3.1 Applicability. The provisions of this Code shall apply in all unincorporated areas of Jefferson County and also in those parts of said county lying within the corporate limits of municipalities which have not adopted and are not enforcing municipal plumbing Codes to every plumbing installation, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and/or appurtenances thereto.

101.3.2 Federal and State Authority. The provisions of this Code shall not be held to deprive any federal or state agency, or any applicable governing body having jurisdiction, of any power or authority which it had on the effective date of the adoption of this Code or of any remedy then existing for the enforcement of its orders, nor shall it deprive any individual or corporation of its legal rights as provided by law.

101.3.3 Appendices. The appendices included in this Code are not intended for enforcement unless specifically referenced in the code text or specifically included in the adopting ordinance.

101.3.4 Referenced Standards. Standards referenced in this Code shall be considered an integral part of this Code without separate adoption. If specific portions of a standard are denoted by Code text, only those portions of the standard shall be enforced. Where Code provisions conflict with a standard, the Code provisions shall be enforced. Permissive and advisory provisions in a standard shall not be construed as mandatory.

101.4 MAINTENANCE

All plumbing installations, both existing and new, and all parts thereof, shall be maintained in a safe and sanitary condition. All devices or safeguards which are required by this Code in an installation when erected, altered, or repaired, shall be maintained in good working order. The owner, or his designated agent, shall be responsible for the maintenance of plumbing installation.

101.5 SPECIAL HISTORIC BUILDINGS

The provisions of this Code relating to the installation, alteration, repair, enlargement, restoration, replacement or relocation of plumbing installations shall not be mandatory for existing buildings or structures identified and classified by the state or local jurisdiction as Historic Buildings when such installations are judged by the Director of Inspection Services to be safe and in the public interest of health, safety and welfare regarding any proposed installation, alteration, repair, enlargement, restoration, relocation or replacement.

101.6 PLUMBING INSTALLATION OR MAINTENANCE BY HOMEOWNER

Nothing in this Code shall prevent any homeowner from installing or maintaining plumbing within his own property boundaries, provided such plumbing work is done by him and is used exclusively by him or his family. Such privilege does not convey the right to violate any of the provisions of this Code, or the terms of any state statute or any other applicable ordinance of Jefferson County, nor is it to be construed as exempting any such property owner from obtaining a permit with the applicable inspections and paying the required fees therefore. The Chief Plumbing, Gas and Mechanical Inspector shall examine and pass upon the qualifications of every person who may apply for a homeowner's permit to install plumbing.

SECTION 102 - ORGANIZATION

102.1 INSPECTION SERVICES DEPARTMENT

There is hereby established a department called the Inspection Services Department which is in the charge of the Director of Inspection Services.

102.2 INSPECTORS

The Governing Body of the County shall appoint such number of officers, inspectors, assistants, and other employees to carry out the provisions of this Code.

102.3 DEPUTY

The Director of Inspection Services may designate as his deputy an employee in the department who shall, during the absence or disability of the Director of Inspection Services, exercise all the powers of the Director of Inspection Services.

102.4 RESTRICTIONS OF EMPLOYEES

An officer, inspector, assistant or employee connected with the department, except whose only connection is as a member of the board established by this ordinance, shall not be financially interested in the furnishing of labor, material, or appliances for the construction, alteration, or maintenance of plumbing installations or in the making of plans or of specifications therefore, except for property owned by him or her and after satisfying the Personnel Board rule of conflict of interest. No such officer or employee shall engage in any work which is inconsistent with his duties or with the interests of the department.

102.5 RECORDS

The Director of Inspection Services shall keep, or cause to be kept, a record of the business of the Plumbing Section. All records shall be kept for a minimum of seven (7) years as required by the Records Disposition Authority for County Commissions approved by the Jefferson County Commission on January 16, 2001, and amended by the Authority on April 22, 2015. The records of the Plumbing Section shall be open to public inspection during regular business hours.

SECTION 103 - POWERS AND DUTIES OF THE DIRECTOR OF INSPECTION SERVICES

(As used herein the term "Director of Inspection Services" shall include officers, inspectors, assistants and employees.)

103.1 RIGHT OF ENTRY

Whenever necessary to make an inspection to enforce any of the provisions of this Code, or whenever the Director of Inspection Services has reasonable cause to believe that there exists in any building or upon any premises any condition or code violation which makes such building or premises unsafe, dangerous or hazardous, the Director of Inspection Services may enter such building or premises in the areas described in Section 101.3.1 at all reasonable times to inspect the same or to perform any duty imposed upon the Director of Inspection Services by this Code, provided that if such building or premises is occupied, he shall first present proper credentials and request entry. If such building or premises is unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If such entry is refused, the Director of Inspection Services shall have recourse to every remedy provided by law to secure entry.

When the Director of Inspection Services shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building or premises shall fail or neglect after the proper request is made as herein provided, to promptly permit entry therein by the Director of Inspection Services for the purpose of inspection and examination pursuant to this Code.

103.2 STOP WORK ORDERS

Upon notice from the Director of Inspection Services that work on any plumbing installation is being done contrary to the provisions of this Code or in a dangerous, unhealthy or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of such property, or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed. Where any emergency exists, the Director of Inspection Services shall not be required to give a written notice prior to stopping the work.

103.3 REVOCATION OF PERMITS

The Director of Inspection Services may revoke a permit or approval, issued under the provisions of this Code, in case there has been any false statement or misrepresentation as to a material fact in the application or plans on which the permit or approval was based. In all such cases permit fees shall not be refunded.

103.4 UNSAFE INSTALLATIONS

All plumbing installations, regardless of type, which are unsanitary or which constitute a hazard to human life, health, or welfare are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition, and such violations shall be brought to the attention of the owner or agent thereof with written instructions to have same corrected within ten (10) days after receipt of such notice in writing and said owner or agent shall be held responsible for such violations and if not corrected, abated or demolished in accordance herewith, the same shall be punishable in accordance with Section 113 hereof.

103.5 REQUIREMENTS NOT COVERED BY CODE

Any requirement necessary for the strength or stability of an existing or proposed plumbing installation, or for the public safety, health and

general welfare of the occupants of a building or structure, not specifically covered by this Code, shall be determined by the Director of Inspection Services, subject to the right of appeal to the Plumbing and Fuel Gas Board of Adjustments and Appeals.

103.6 ALTERNATE MATERIALS AND METHODS OF INSTALLATIONS

103.6.1 Existing Premises. In existing buildings or premises in which plumbing installations are to be altered, repaired or renovated, the Director of Inspection Services has discretionary power to permit deviation from the provisions of this Code, provided that such proposal to deviate is first submitted for proper determination in order that health and safety requirements, as they pertain to plumbing, shall be observed. If the occupancy classification of an existing building is changed, the plumbing installation shall be made to conform to the intent of this Code as required by the Director of Inspection Services.

103.6.2 Approval. The provisions of this Code are not intended to prevent the use of any material, device, method of assemblage or installation, fixture or appurtenance not specifically authorized by this Code, provided any such alternate has been approved and its use authorized by the Director of Inspection Services. The Director of Inspection Services shall approve any such alternate materials and methods, provided he finds them to be in compliance with and at least the equivalent of the materials and methods prescribed in this Code.

103.6.3 Evidence of Compliance. The Director of Inspection Services shall require sufficient evidence to enable him to judge whether proposed alternates meet the requirements of this Code for safety and health.

103.6.4 Tests. When there is insufficient evidence to substantiate claims for alternates, the Director of Inspection Services may require tests of compliance as proof to be made by an approved agency at the expense of the applicant.

103.6.5 Test Procedure. Tests shall be made in accordance with generally recognized standards; but in the absence of such standards, the Director of Inspection Services shall specify the test procedure.

103.6.6 Repeated Tests. The Director of Inspection Services may require tests to be repeated if, at any time, there is reason to believe that an alternate no longer conforms to the requirements on which its approval was based.

103.7 LIABILITY

103.7.1 This Code shall not be construed as imposing upon Jefferson County any liability or responsibility for damages to any person or property caused by any defect in any plumbing or piping systems mentioned herein, or by installation thereof, nor shall Jefferson County or any officer, inspector, assistant or employee thereof, be held as assuming any such liability or responsibility by reason of the inspection authorized hereunder or the certificate of approval issued by the inspector.

103.7.2 Any officer, inspector, assistant, employee, or member of any Board, charged with the enforcement of this Code, acting for Jefferson County in the discharge of his duties, shall not thereby render himself personally liable, and he is hereby relieved from all personal liability for any damage that may occur to persons or property as a result of any act required or permitted in the discharge of his duties. Any suit brought against any officer, inspector, assistant, employee or member of any board because of such act performed by him in the enforcement of any provision of this Code shall be defended by the County Attorney until the final termination of the proceedings.

103.8 NON-CONFORMING WORK

Any person, firm, or corporation engaged in the plumbing business, or any other person lawfully doing work under the provisions of this Code, whose work does not conform to the regulations herein set out, shall on notice from the Director of Inspection Services make the necessary changes at once in order to remedy the same; if the work has not been so changed after ten (10) days notice from the Director of Inspection Services, the said Director of Inspection Services shall then refuse to issue any more permits until he, it or they, have conformed to all regulations applying to said work, or disconnect the premises on which such work is installed from the Jefferson County sewer mains or maintained sewers without further notice. The expense of disconnecting from said sewer shall be charged to the person, firm or corporation who installed such illegal work. Any person, firm or corporation having control of such work, failing or refusing to make said changes, shall be punished, on conviction, as provided in Section 113. It shall be unlawful for the owner or agent for any building, dwelling or dwelling unit to permit any drain, conduit or sewer connection to remain connected with any Jefferson County sewer mains or maintained sewers if the work has been improperly done, and no person shall permit the use of any water closet or other plumbing fixture connected with a sanitary sewer or septic tank without an adequate supply of water connected thereto for the purpose of properly flushing and cleaning same. When any water closet, sanitary appurtenance or conduit draining into a sanitary sewer or septic tank becomes stopped, clogged or otherwise out of repair, it shall be the duty of the owner or agent for the building, dwelling or dwelling unit to promptly cause the necessary repairs required for compliance with the provisions herein.

SECTION 104 -APPLICATION FOR PERMIT

104.1 WHEN REQUIRED

104.1.1 General. Any person, firm or corporation who desires to connect any plumbing work with any sewers, sanitary or storm, septic tanks or sewage disposal of any kind, or private connection or install fixtures or appliances in new or existing systems, structures or premises, or repair, or add to any existing plumbing which is regulated by this Code, shall first make application to the Director of Inspection Services and obtain the required permit for the work. When plumbing work is to be connected to a public sewer system the applicant shall pay an Impact Connection fee to the Jefferson County Environmental Services Department prior to issuance of plumbing permit.

104.1.2 Optional Procedure for Five Hundred Employee Companies. Any person, firm or corporation operating any manufacturing plant or establishment which now employs at least 500 persons in Jefferson County on a regular basis, herein called the company, and which regularly employs one or more full time salaried engineers duly registered and licensed under the laws of the State of Alabama, and who desires to connect any plumbing work with any sewer, sanitary or storm, septic tank or sewage disposal of any kind or private connection or install plumbing fixtures or appliances in any new or existing system, structure or premises, or repair or add to any existing plumbing, and not be inspected as required in Section 107, shall first make application, signed by said engineer, for the plumbing permit, and submit plumbing permit fees, prior to commencing any plumbing work on any such system, structure, or premises, and provided further that the said engineer shall, when the plumbing work is completed, submit a Certificate-of-Completion on a form provided by the Director of Inspection

Services that shall include the certificate of said engineer and the company, that the work was done in compliance with all provisions of this Code and all other pertinent county ordinances and codes and that said engineer and company assumes full responsibility therefore.

104.2 APPLICATION FORM

Permits shall be issued to any person, firm or corporation upon application bearing the signature of his, its or their authorized Master Plumber except as may be approved in 101.6 and 104.1.2. The applicant shall provide the necessary information to complete the application form furnished by the Director of Inspection Services. Application for a permit can be made in person or by mail. It shall be unlawful for any person, firm or corporation to proceed with any plumbing installation or repair before the required permit or permission thereof has been issued or granted except as may be approved in Section 106.4.2.

104.3 DRAWINGS AND SPECIFICATIONS

104.3.1 Requirements. Application for a permit to install plumbing shall be accompanied by drawings and specifications and other necessary information as required by the Director of Inspection Services to determine accurately the character of the work and compliance with this Code; provided, however, that drawings and specifications may not be required in the following types of installations:

1. For one or two family dwellings unless, in the opinion of the Director of Inspection Services, the complexity of the installation is such as to necessitate the filing of plans and/or specifications to ascertain compliance with this Code.
2. For one story buildings of areas not exceeding 7500 square feet gross floor area unless, in the opinion of the Director of Inspection Services, the complexity of the installation is such as to necessitate the filing of plans and/or specifications to ascertain compliance with this Code.

104.3.2 Additional Data. Drawings required shall clearly illustrate and, together with specifications, shall contain sufficient detail and data to indicate code compliance and character of the work substantially as follows:

1. Floor plan of each floor drawn to a scale of not less than 1/8" = 1 foot on a minimum sheet size of eleven inches by seventeen inches (11" x 17").
2. Plot plan drawn to scale of not less than 1" = 40 feet.
3. Isometric diagrams of building drainage system-no scale required.
4. Reference to Code: Such drawings and/or specifications shall be specific and this Code shall not be cited as a whole or in part nor shall the term "legal" or its equivalent be issued as a substitute for specific information.
5. All drawings and specifications required shall be submitted in duplicate.
6. All symbols shall be clearly identified in a symbol schedule.
7. The Director of Inspection Services may require that drawings be prepared by an architect or engineer duly registered in the State of Alabama.

104.4 EXAMINATION OF DRAWINGS AND SPECIFICATIONS

104.4.1 Plan Review. The Director of Inspection Services shall examine or cause to be examined each application for a permit and the drawings and specifications and accompanying data which may be filed therewith, and shall ascertain by such examination whether the plumbing installation indicated and described is in accordance with the requirements of this Code and all other pertinent county ordinances and codes.

104.4.2 Affidavits Accepted. The Director of Inspection Services may accept a sworn affidavit from a registered architect or engineer stating that the drawings and specifications submitted of the plumbing installation conform to all requirements of this Code and he may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the Director of Inspection Services upon completion of the installation, a Certificate-of-Completion that the plumbing installation has been installed in accordance with the requirements of this Code. Where the Director of Inspection Services relies upon such affidavit, the architect or engineer shall assume full responsibility for the compliance with all provisions of this Code and the architect or engineer shall state in the Certificate-of-Completion that he does assume full responsibility for compliance with all provisions of this Code and all other pertinent county ordinances and codes.

104.4.3 Affidavits Required. The Director of Inspection Services may require a sworn affidavit from the registered architect or engineer who prepared the plans stating requirements in the preceding paragraph have been met, whenever in the opinion of the Director of Inspection Services the size or complexity of the plumbing installation requires such affidavit.

SECTION 105 - PERMITS

105.1 ACTION ON APPLICATION

105.1.1 Permit Issuance. The Director of Inspection Services shall act upon an application for a permit without unreasonable or unnecessary delay. If the Director of Inspection Services is satisfied that the work described in an application for permit and the drawings and specifications which may be filed therewith conform to the requirements of this Code, and other pertinent county ordinances and codes, he shall issue a permit therefore to the applicant.

105.1.2 Refusal To Issue Permits. If the application for permit and the drawings and specifications which may be filed therewith describe work which does not conform to the requirements of this Code or other pertinent county ordinances and codes, the Director of Inspection Services shall not issue a permit, but shall return the drawings to the applicant with his refusal to issue such a permit. Such refusal shall, when requested, be in writing and shall contain the reasons therefore.

105.1.3 Separate Permit On Each Building Or Structure. A separate permit shall be obtained for the work on each building or structure or for each separate piece of work of any description including alterations, additions, and general repairs, except for minor repairs. Any work done pursuant to a permit issued or to permission granted in accordance with this Code, shall be performed and completed fully in compliance with the provisions of this Code and with any prior conditions the Director of Inspection Services may set for issuance of such permits or for grant of such permission. Such work shall not be commenced unless it will not be left unattended in a condition which would violate any provision of this Code. Final approval of any such work may not be given until it has been completed in accordance with the provisions of this Code.

105.2 CONDITIONS OF THE PERMIT

A permit issued shall be construed to be a license to proceed with the work and shall not be construed as authority to violate, cancel, alter, or set aside any of the provisions of this Code, nor shall such issuance of a permit prevent the Director of Inspection Services from thereafter requiring correction of errors in plans or in construction, or of violations of this Code. Any permit issued shall become invalid unless the work authorized by it shall have been commenced within six (6) months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of six (6) months after the time the work is commenced; provided, that for cause, extensions of time for a period not exceeding six (6) months each, may be allowed in writing by the Director of Inspection Services. However, the maximum number of extensions shall not exceed three (a total of 18 months). Work commenced under the initial permit shall be completed within a two (2) year period. Work not completed within a two and one-half (2 ½) year period shall require a new permit. Cost of the new permit shall be based upon the amount required to complete the project.

105.3 PERMITS NOT TRANSFERABLE

A permit is not transferable for any person, firm, or corporation to any other person, firm, or corporation.

105.4 PERMITS ISSUED UPON AFFIDAVITS

Whenever a permit is to be issued in reliance upon an affidavit as provided in 104.4.2 and 104.4.3 or whenever the work to be covered by a permit involves construction under conditions which, in the opinion of the Director of Inspection Services are hazardous or complex, the Director of Inspection Services shall require that the architect or engineer who signed the affidavit or made the drawings or computations shall supervise such work, be responsible for its conformity with the approved drawings, and forthwith upon its completion make and file with the Director of Inspection Services a Certificate-of-Completion that the work has been done in conformity with the approved plans and with all the applicable provisions of this Code. The architect or engineer shall state in the Certificate-of-Completion that he assumes full responsibility for compliance with all provisions of this Code and all other pertinent county ordinances and codes. In the event such architect or engineer is not available, the owner shall employ in his stead an architect or engineer who shall make said certifications.

SECTION 106 - FEES

106.1 GENERAL

Before any permit is granted for the installation, alteration and maintenance of any plumbing and drainage, both storm and sanitary, the person making application for permit shall pay to the County a fee or fees in such amount as specified in Section 106.3.

106.2 FAILURE TO OBTAIN A PERMIT

If any person commences any work on a plumbing installation before obtaining the necessary permit from the County is subject to the penalty prescribed in Section 113.

106.3 SCHEDULE OF PERMIT FEES

Note: Minimum Permit Fee \$50.00

*Water Service	\$15.00 Each
Septic Tank Connection.....	\$15.00 Each
For each plumbing fixture, floor drain or trap including individual fixture water supply and drainage piping.....	\$10.00 Each
Water Distribution Pipe, Replacement Only, per outlet.....	\$10.00 Each
Drinking Fountain or Cooler.....	\$10.00 Each
*Water Heaters.....	\$10.00 Each
*Hot Water Storage Tanks.....	\$10.00 Each
Dishwasher.....	\$10.00 Each
Garbage Grinder.....	\$10.00 Each
Rain Leader and Roof Drain Piping.....	\$10.00 Each
Sump.....	\$10.00 Each
**For each fixture not above provided.....	\$10.00 Each

*Water heaters shall include electric water heaters but no wiring thereto. All wiring must be accomplished by an electrical contractor under permit from the Director of Inspection Services. Gas water heaters may be installed by the plumbing contractor under authority of the plumbing permit. This code shall not be construed to prevent any contractor certified by the Alabama Board of Heating, Air Conditioning, and Refrigeration Contractors from installing, replacing, or performing service or repair on natural gas fired water heater provided gas piping does not exceed ten (10) feet total developed length when installed and provided the unit is individually vented. All gas work is subject to and shall be installed in accordance with the provisions of the Jefferson County Gas Code.

**See definition of Plumbing Fixtures, Chapter 2.

Inspection:

In excess of 3 approved inspections, each inspection.....	\$20.00 Each
Re-Inspection or Re-Testing (when necessitated by faulty materials, equipment, apparatus or workmanship)	
1st Re-Inspection or Re-Testing.....	\$20.00
2nd Re-Inspection or Re-Testing.....	\$40.00
All additional Re-Inspections or Re-Testings.	\$50.00 Each

106.4 FEES, HOW PAID

106.4.1 General. All fees for permits and inspections required under this Code shall be paid at the offices of the Inspection Services Department in the Birmingham Courthouse.

106.4.2 Emergency Permits. Nothing herein shall make it unlawful for the Director of Inspection Services to issue a permit prior to receiving the required application and fee for work under emergency conditions, as may be determined by said Director of Inspection Services, provided all information required in written application under Section 104 of this Code is given orally along with request for emergency permit. Any person, firm or corporation obtaining an emergency permit or inspection shall within five (5) days (Sunday and holidays excluded) after the issuance of such emergency permit or the giving of such emergency inspection remit to the Director of Inspection Services at his office, fees in the amount required for such permit and/or inspection together with written application required under Section 104 of this Code. If such fees are not paid within the above five (5) days, a double fee shall be charged in accordance with Section 106.6. An emergency permit or inspection may be given only under the following condition: when it is necessary to immediately repair water or drainage piping or plumbing fixtures in order to protect the health, safety and welfare of occupants of any building or structure.

106.5 FEES FOR ADDITIONAL WORK

In the event that, during the performance of the work of installation or alteration permitted under the permit, additional installations or alterations are required, it shall be unlawful for the person who secured the original permit to fail to immediately remit to the Director of Inspection Services, an amount equal to the additional fees for permits and inspections incurred by the additional installations or alterations.

106.6 WORK COMMENCING BEFORE PERMIT ISSUANCE

Whenever any person shall commence or proceed with any plumbing installation or construction work for which a permit is required by this Code, without having first obtained such permit, the person so commencing or proceeding with such work without a permit shall take out a belated permit covering such work and pay fees therefore, double the specific fees provided by law to be paid for a timely permit covering such work. Each additional violations within a twelve (12) month period of the last violation shall result in a double fee plus twenty-five \$25 dollars. The issuance of a belated permit hereunder shall not waive or otherwise affect in any manner a prosecution under Section 113 of this Code.

106.7 REFUND OF FEES

Refund of fees paid for a plumbing permit can be made if the following conditions have been met:

1. No work has begun under said permit; and
2. The filing by the permit holder of a refund claim with Jefferson County within six (6) months of the date of issuance of said permit. Provided, however, where the claim for refund involves the duplicating or permitting of the same job more than once by the same contractor, no refund shall be made on the most current permit after sixty (60) days from date of issuance of most current permit.

There shall be an administrative charge of \$30.00 on all refunds, and there shall be no refund of a minimum permit fee.

SECTION 107 INSPECTIONS

107.1 INSPECTION REQUIRED

All new plumbing work, and such portions of existing systems as may be affected by new work or any changes, shall be inspected to insure compliance with all the requirements of this Code and to assure that the installation and construction of the plumbing system is in accordance with approved plans.

107.2 NOTIFICATION

107.2.1 Advance Notice. It shall be the responsibility of the Master Plumber to give reasonable advance notice to the Director of Inspection Services when plumbing work is ready for test or inspection. The Director of Inspection Services upon notification from the Master Plumber shall make the following inspections of plumbing installations and such other inspections as may be necessary, and shall either approve that portion of the construction as completed or shall notify the permit holder or his agent of any violations to comply with this Code:

1. Underground Piping Inspection: To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.
2. Roughing-In Inspection: To be made after the roof, framing, fireblocking and bracing is in place and all soil, waste and vent piping is complete, and prior to the installation of wall or ceiling membranes.
3. Final Inspection: To be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.

107.2.2 Plumber's Responsibility. It shall be the responsibility of the Master Plumber to make sure that the work will stand the test prescribed before giving the above notice.

107.2.3 Re-Testing. If the Director of Inspection Services finds that the work will not pass the test, the Master Plumber shall be required to make the necessary corrections and the work shall then be re-submitted for inspection. Where additional inspections are necessary for re-testing there shall be an additional fee as provided for in Section 106.3.

107.2.4 Final Inspection. It shall be the responsibility of the Master Plumber to notify the office of the Director of Inspection Services within forty-eight hours after the completion of the job and before the plumbing system, alterations or additions are placed in service, that the work is ready for final inspection. It shall also be the responsibility of the Master Plumber to see that the premises and work are available and accessible to the Director of Inspection Services or his representative for final inspection. When the Director of Inspection Services determines that work has been completed under a permit, but no final inspection has been asked for, nor made, it shall be his duty to refuse to issue any permits to the Master Plumber for any new work until said completed work has satisfactorily passed a final inspection.

107.3 MATERIAL AND LABOR FOR TESTS

The equipment, material, power, and labor necessary for the inspection and tests shall be furnished by the Master Plumber.

107.4 TEST OF DRAINAGE AND VENT SYSTEMS

All the piping of the plumbing system shall be tested with water. After the plumbing fixtures have been set and their traps filled with water, the entire drainage system shall be submitted to final tests. The Director of Inspection Services may require the removal of any cleanouts, to ascertain if the pressure has reached all parts of the system.

107.5 METHODS OF TESTING DRAINAGE AND VENT SYSTEMS

107.5.1 Water Test. The water test shall be applied to the drainage system either in its entirety or in sections. If applied to the entire system, all openings in the piping shall be tightly closed, except the highest opening and the system filled with water to point of overflow. If the system is tested in sections, each opening shall be tightly plugged except the highest openings of the section under test, and each section shall be filled with water, but no section shall be tested with less than a 10 foot head of water. In testing successive sections at least the upper 10 feet of the next preceding section shall be tested, so that no joint or pipe in the building (except the uppermost 10 feet of the system) shall have been submitted to a test of less than a 10 foot head of water. The water shall be kept in the system, or in the portion under test, for at least 15 minutes before inspection starts; the system shall then be tight at all points.

107.5.2 Ball Test. All stacks and vents 3" or larger shall be subjected to the "Ball Test." The test shall consist of passing a wooden sewer ball of a diameter not smaller than 1/2" less than the diameter of the pipe under test. The ball shall pass freely, under the action of gravity, through the pipe under test. Water may be used to assist in floating the ball through the piping, however, no other means of assistance shall be used.

107.5.3 Final Test. The final test of the completed drainage and vent system shall be visual and in sufficient detail to insure that the provisions of this Code have been complied with, provided, however, that, for cause, the plumber may be required to subject the plumbing to a mint test. Where the mint test is preferred, 2 ounces of oil of mint shall be introduced for each line or stack.

107.6 TEST OF WATER-SUPPLY SYSTEM

Upon completion of a section or of the entire water-supply system, it shall be tested and proved tight under a water pressure not less than the working pressure under which it is to be used. The water used for tests shall be obtained from a potable source of supply. It shall be unlawful for compressed air or gases to be used for testing purposes.

107.7 TEST OF INTERIOR LEADERS OR DOWNSPOUTS

Leaders or downspouts and branches within a building shall be tested by water in accordance with Chapter 11.

107.8 COVERING THE WORK

107.8.1 Prior to Test. The plumbing system or part thereof shall not be covered until it has been inspected, tested and approved as prescribed in this section.

107.8.2 Uncovering of Work. If a plumbing system or part thereof is covered before being inspected, tested and approved as prescribed in this chapter, it shall be uncovered upon the direction of the Director of Inspection Services.

107.9 TEST OF DEFECTIVE PLUMBING

The drainage system of any building, where there is reason to believe that it has become defective, shall be subjected to test or inspection.

SECTION 108 - CERTIFICATE OF APPROVAL

108.1 ROUGHING-IN INSPECTION

Upon the satisfactory completion of the roughing-in inspection, approval shall be so noted on the Plumbing Permit Card. This approval shall give the date of the roughing-in inspection and the initials of the inspector.

108.2 FINAL INSPECTION

Upon the satisfactory completion and final test of the plumbing system, a Certificate of Approval, when requested, shall be issued by the Director of Inspection Services to be delivered to the owner and the building shall not be occupied prior to completion of said system and final

inspection.

SECTION 109 - LICENSING AND BONDING OF PLUMBERS

109.1 GENERAL

Before any person, firm or corporation shall engage in the plumbing business, within the area described in 101.3.1, he shall be qualified as set forth herein and a license shall be obtained from the County and State as required and a proper bond posted. Where any plumbing work is being done, a Master or Journeyman Plumber shall at all times be present on the job, and in actual control, and in charge of the work being done.

109.2 QUALIFICATIONS OF PLUMBERS

109.2.1 State Of Alabama Requirements. Any person, firm or corporation engaged in or proposing to engage in, the business of doing, or contracting to do, or superintending the installation of plumbing, either or both, must be qualified as set forth in Title 34, Chapter 37, Plumber and Gas Fitter, as amended by Act No. 2015-496.

109.2.2 Definitions.

1. A "Master Plumber" is any person or legal entity that engages in or works at the actual installation, repair, or replacement of plumbing systems, that has successfully fulfilled the examination requirements of the Alabama Plumbers and Gas Fitters Examining Board, has been issued a Master Plumber Certificate by the Board, and that possesses a valid and current annual certificate issued by the Board. The Master Plumber shall have in his or her possession a current annual certificate. The certificate shall be available for inspection on request.

2. A "Journeyman Plumber" is any person who engages in or works at the actual installation, repair, or replacement of plumbing systems, who has successfully fulfilled the examination requirements of the Alabama Plumbers and Gas Fitters Board, has been issued a journeyman plumber certificate by the Board, and possesses a valid and current annual certificate issued by the Board. The journeyman plumber shall have in his possession a current annual certificate. The certificate shall be available for inspection on request.

3. An "Apprentice Plumber" is a person other than a Master or Journeyman Plumber, who is engaged in learning or assisting in the installation of plumbing, equipment, apparatus, and appliances, and shall work directly under the supervision of a Journeyman or Master Plumber, and who has successfully fulfilled the registration requirements of the Alabama Plumbers and Gas Fitters Examining Board and has been duly registered by the Board as such for the current year. The apprentice shall have in his or her possession a current annual certificate. The certificate shall be available for inspection on request.

109.3 ISSUANCE OF A LICENSE

License shall be obtained from the proper Municipal, County or State authority after fully complying with Section 109.2.

109.4 ILLEGAL WORK

Any person, firm or corporation engaged in the plumbing business whose work does not conform to the rules and regulations of this Code, or whose workmanship or materials are of inferior quality, shall on notice from the Director of Inspection Services make necessary changes or corrections at once so as to conform to this Code; if work has not been so changed after ten (10) days notice, the Director of Inspection Services shall then refuse to issue any more permits for this project until such work has fully complied with the rules and regulations of this Code.

109.5 BOND REQUIRED OF PLUMBERS FOR PLUMBING, STEAM FITTING OR EXCAVATING, DRAIN LAYING OR BLASTING

Before any person, firm or corporation shall engage in the business of plumbing, steam fitting, excavating, drain laying or blasting as a Master Plumber within the County, he, it, or they, shall in addition to the required Certificate of Competency, have a business license issued by the Municipal, County or State authority and shall also deposit with the Jefferson County Commission and continuously maintain a good and sufficient bond in the sum of five thousand dollars (\$5,000.00) and made by a surety company duly authorized to do business in Alabama. Said bond shall be conditioned that the person, firm or corporation, to be known as the Principal in said bond, shall faithfully observe all ordinances and laws of the said County pertaining to said business or businesses, whether now or hereafter enacted, together with all rules and regulations established under the authority of said laws or ordinances; and shall perform in a workmanlike manner all work undertaken by said Principal in the prosecution of said business or businesses; and shall indemnify and save harmless the said County from all liability occasioned or arising from acts done or omitted by said Principal, its servants and agents, in doing said work, or from any unfaithful or inadequate work; and shall adequately safeguard all ditches and excavations which may be opened by said Principal in the streets, highways and alleys of said County; and shall restore, or cause to be restored, in a workmanlike manner, to their former condition, all such portions of said streets, highways and alleys excavated by said Principal, and pay the expenses thereof; and shall maintain said restored portions in a safe condition for the period of one year from the date of such excavation; and shall defend all suits brought against the County based, in whole or in part, upon any act or default for which said Principal is responsible, and pay the costs and expenses thereof, and shall pay all such damages as any person, firm or corporation may sustain by reason of violation of said laws, ordinances or regulations by said Principal, its servants and agents, or by reason of the negligence of said Principal, its servants or agents, in the prosecution of said business or businesses. Any person, firm or corporation injured in person or property by reason of any violation of said laws, ordinances or regulations by said Principal, or by any act, default or omission constituting a breach of any of the conditions of this bond, may maintain a suit or action thereon for such injury. Said bond shall also provide that it may be cancelled by the surety by giving the Jefferson County Inspection Services fifteen (15) days notice in writing prior to the date of cancellation. Failure to comply with this section shall ipso facto revoke the business license of the said person, firm or corporation.

109.6 ALLOWING ONE'S NAME, LICENSE OR BOND TO BE USED TO OBTAIN PERMIT FRAUDULENTLY

No person, firm or corporation engaged in the business of plumbing shall allow his, its, or their names to be used by any other person, firm or corporation directly or indirectly, to obtain a permit, or for the construction of any work under his, its, or their names, license or bond; nor shall he, it or they make any misrepresentations or omissions in his, its, or their applications. No person holding a Master Certificate shall

represent two or more businesses as such nor shall he represent any business as such while operating his own business.

SECTION 110 - PLUMBING AND GAS BOARD OF ADJUSTMENTS AND APPEALS

110.1 APPOINTMENT

There is hereby established a board to be called the Plumbing and Gas Board of Adjustments and Appeals, which shall consist of five (5) members who shall pass on matters pertaining to plumbing or gas installations, including alterations, repairs, replacements, equipment, appliances, fixtures, fittings and/or appurtenances thereto. One (1) member shall be a lawyer, one (1) member shall be a registered engineer who practices mechanical engineering, one (1) member shall be a representative of a public gas utility company and two (2) members shall be currently licensed and bonded plumbing and gas contractors. The said board shall be appointed by the Jefferson County Commission and the Jefferson County Commission may replace any member at any time and without notice. No member of the board shall receive any compensation for his services as such.

110.2 TERM OF OFFICE

Appointments to the Plumbing and Gas Board of Adjustments and Appeals shall be for a term of six (6) years except, that the respective term of the following members first appointed shall be: Three years for the lawyer and mechanical engineer, two year for the representative of the public gas utility company and five years for the plumbing and gas contractors. Continued absence of any member from regular meetings of the Board shall, at the discretion of the Jefferson County Commission, render any such member liable to immediate removal from office.

110.3 QUORUM

Three members of the Board shall constitute a quorum. In varying the application of any provisions of this Code or in modifying an order of the Director of Inspection Services, affirmative votes of the majority present, but not less than three affirmative votes shall be required. A Board member shall not act in a case in which he has a personal interest.

110.4 RECORDS

The Director of Inspection Services shall act as Secretary of the Plumbing and Gas Board of Adjustments and Appeals and shall make a detailed record of all its proceedings, which shall include names of the members present, the reasons for the board's decisions, the vote of each member participating therein, and any failure of a member to vote.

110.5 PROCEDURE

The Board shall establish rules and regulations for its own procedure not inconsistent with the provisions of this Code. The Board shall meet at regular intervals, to be determined by the Chairman, or in any event, the Board shall meet within twenty (20) days after notice of appeal has been received.

SECTION 111 – APPEALS

Whenever the Director of Inspection Services shall reject or refuse to approve the mode or manner of construction proposed to be followed or materials to be used in a building or structure, or when it is claimed that the provisions of this Code do not apply, or that an equally good or more desirable form of construction can be employed in any specific case, or when it is claimed that the true intent and meaning of this Code or any of the regulations thereunder have been misconstrued or wrongly interpreted, the owner of such building or structure, or his duly authorized agent, may appeal from the decision of the Director of Inspection Services to the Plumbing and Gas Board of Adjustments and Appeals. Notice of appeal shall be in writing and filed within twenty (20) days after the decision is rendered by the Director of Inspection Services. A fee of \$50.00 shall accompany such notice of appeal. The fee is not refundable.

SECTION 112-DECISIONS OF THE PLUMBING AND GAS BOARD OF ADJUSTMENTS AND APPEALS

112.1 VARIATIONS AND MODIFICATIONS

112.1.1 Variances. The Plumbing and Gas Board of Adjustments and Appeals, when so appealed to and after a hearing, may vary the application of any provision of this Code to any particular case when, in its opinion, the enforcement thereof would do manifest injustice, and would be contrary to the spirit and purpose of this Code or public interest, or when, in its opinion the interpretation of the Director of Inspection Services should be modified or reversed.

112.1.2 Conditions of Variance. A decision of the Plumbing and Gas Board of Adjustments and Appeals to vary the application of any provision of this Code or to modify an order of the Director of Inspection Services shall specify in what manner such variation or modification is made, the conditions upon which it is made and the reasons therefore.

112.2 DECISION

112.2.1 Decisions Are Final. Every decision of the Board of Adjustments and Appeals shall be final, subject, however, to such remedy as any aggrieved party might have at law or in equity. It shall be in writing and shall indicate the vote upon the decision. Every decision shall be promptly filed in the office of the Director of Inspection Services, and shall be open to public inspection.

112.2.2 Action By Board. The Board of Adjustments and Appeals shall, in every case, reach a decision without unreasonable or unnecessary delay.

112.2.3 Action by Director of Inspection Services. If a decision of the Board of Adjustments and Appeals reverses or modifies a refusal, order, or disallowance of the Director of Inspection Services, or varies the application of any provision of this Code, the Director of Inspection Services shall immediately take action in accordance with such decision.

SECTION 113 - VIOLATIONS AND PENALTIES

Any person, firm or corporation violating any provision of this Code or failing to comply with any of the provisions of this Code after ten (10) days written notice from the Director of Inspection Services, shall be guilty of a misdemeanor punishable by a fine of not more than five hundred dollars (\$500.00) or thirty (30) days in jail, or both, and a penalty of fifty dollars (\$50.00) per day, each day during the continuance of the violation.

SECTION 114 – VALIDITY

If any section, sub-section, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Code.

Delete Section 312.10 in Chapter 3 of the "2015 Edition of the International Plumbing Code," Inspection and testing of backflow prevention assemblies, without substitution.

Delete Section 606.2 in Chapter 6 of the " 2015 Edition of the International Plumbing Code" and substitute in lieu thereof the following Section 606.2

606.2 Location of shutoff valves

606.2.1 Controls for Fixtures Within Dwellings and Dwelling Units. Each individual fixture shall have an accessible shutoff valve at each outlet which will permit each fixture to be shut off without interfering with the water supply to any other fixture. The water supply to each sillcock shall have a shutoff valve. The hose bibb or hose connection shutoff valve shall be the only shutoff valve required on washing machine connections.

606.2.2 Buildings Other Than Dwellings or Dwelling Units. In all buildings other than dwellings and dwelling units, shutoff valves shall be installed which permit the water supply to all fixtures and equipment in each separate room to be shut off without interference with the water supply to any other room or portion of the building or each individual fixture and piece of equipment shall have a shutoff valve which will permit each fixture and piece of equipment to be shut off without interfering with the water supply to other fixtures or equipment.

Delete Section 918 in Chapter 9 of the "2015 Edition of the International Plumbing Code" and substitute in lieu thereof the following Section 918

SECTION 918 AIR ADMITTANCE VALVES

When air admittance valves are to be used in a plumbing system, the system shall be designed by a registered engineer licensed in the State of Alabama. In the case of existing buildings, the administrative authority may allow the device to be installed without this requirement when the building construction is such that a conventional system would be prohibited.

Delete Chapter 12, Special Piping and Storage Systems, in the "2015 Edition of the International Plumbing Code" without substitution.

PRIVATE SEWAGE DISPOSAL

Where a public sewer is not available, an individual sewage disposal system shall be of a type that is acceptable and approved by the Administrative Authority or other governing authority having jurisdiction.

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

Dec-3-2015-1121

ORDINANCE NO. 1815

An ordinance to adopt a Fuel Gas Code for Jefferson County, Alabama.

WHEREAS, on the 5th day of November, 2015, at a regular meeting of the Jefferson County Commission the following resolution was adopted:

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, AS FOLLOWS:

Section A. That the Jefferson County Commission proposes to consider the adoption of a gas code by ordinance as authorized by Act No. 676 of the Regular Session of the Legislature of Alabama of 1967, approved September 8, 1967, (Alabama Acts, 1967, pp. 1501-1503), and Act No. 1055 of the Regular Session of the Legislature of Alabama of 1975, approved October 10, 1975, (Alabama Acts, 1975, pp. 2116-2118), and will hold a public hearing thereon at the regular meeting of the Jefferson County Commission to be held in the Jefferson County Commission Chambers in the County Courthouse in Birmingham, Alabama, on the 3rd day of December, 2015, at 9:00 a.m. Said code shall be known as the "Fuel Gas Code of Jefferson County, Alabama, 2015."

Section B. That three (3) copies of said proposed "Fuel Gas Code of Jefferson County, Alabama, 2015," shall be filed in the office of the County Commission Minute Clerk of Jefferson County, Alabama, Room 410, Courthouse; the office of the Director of the Inspection Services of Jefferson County, Alabama, Room B200, Courthouse; and the office of the Commissioner of Inspection Services of Jefferson County, Alabama, Suite 220, Courthouse, by the 13th day of November, 2015, for the use and examination by the public during the regular business hours of said offices from said date until 9:00 a.m. on the 3rd day of December, 2015.

Section C. That the Director of Inspection Services of Jefferson County, Alabama, be and he is hereby authorized, empowered and directed to cause 15 days notice to be given of the time, place and purpose of the public hearing provided for in Section A of this resolution by publication of such notice once a week for three successive weeks in a newspaper of general circulation in Jefferson County, which said notice shall be in words and figures as follows:

NOTICE OF PROPOSAL BY THE JEFFERSON COUNTY COMMISSION TO
ADOPT A FUEL GAS CODE FOR JEFFERSON COUNTY, ALABAMA, BY
ORDINANCE AND OF A PUBLIC HEARING THEREON.

Notice is hereby given that the Jefferson County Commission proposes to consider the adoption of a gas code for Jefferson County, Alabama, to be known as the "Fuel Gas Code of Jefferson County, Alabama, 2015," by ordinance, in order to revise, update and amend the "Gas Code of Jefferson County, Alabama, 2009," and that a public hearing thereon will be held at the regular meeting of the Jefferson County Commission, in the Courthouse in Birmingham, Alabama, at 9:00 A.M. on the 3rd day of December, 2015 for the consideration of the same. Three (3) copies of said proposed "Fuel Gas Code of Jefferson County, Alabama, 2015", (consisting of the "2015 Edition of the International Fuel Gas Code" published by the International Code Council, Incorporated, 4051 West Flossmoor Road, Country Club Hills, Illinois 60478, and the "Special Provisions" which modify, revise or are in addition to provisions contained in the "2015 Edition of the International Fuel Gas Code") will be on file in the office of the County Commission Minute Clerk of Jefferson County, Alabama, Room 410, Courthouse; the office of the Director of Inspection Services of Jefferson County, Alabama, Room B200, Courthouse; and the office of the Commissioner of Inspection Services of Jefferson County, Alabama, Suite 220, Courthouse, by the 13th day of November, 2015, for the use and examination by the public during the regular business hours of said offices from said date until 9:00 A.M. on the 3rd day of December, 2015; and

WHEREAS, the Jefferson County Commission now finds that all of the provisions of said resolution have been complied with:

NOW THEREFORE, BE IT ORDAINED BY THE JEFFERSON COUNTY COMMISSION AS FOLLOWS:

Section 1. That the "2015 Edition of the International Fuel Gas Code" published by the International Code Council, Incorporated, 4051 West Flossmoor Road, Country Club Hills, Illinois 60478, be incorporated by reference into this ordinance except as specifically altered by the "Special Provisions" promulgated by the Inspection Services Department of Jefferson County, Alabama. The "2015 Edition of the International Fuel Gas Code" and the "Special Provisions" are before this Commission and have been on file in the office of the County Commission Minute Clerk, the office of the Director of Inspection Services, and the office of the Commissioner of Inspection Services pursuant to resolution adopted by the Commission of Jefferson County, Alabama on the 5th day of November, 2015, and set forth in the preambles of this ordinance. The "2015 Edition of the International Fuel Gas Code" and the "Special Provisions," are hereby adopted as "Fuel Gas Code of Jefferson County, Alabama, 2015," and shall be effective and operative as such on and after the 4th day of January, 2016, and on and after said date shall be binding in all unincorporated areas of Jefferson County, Alabama, and also in those parts of said county lying within the corporate limits of municipalities which have not adopted and are not enforcing municipal fuel gas codes.

Section 2. That, under this section, the Jefferson County Commission Minute Clerk shall spread said "Special Provisions" on the official minutes of the County Commission. (See the "Special Provisions" following Section 9 of this Ordinance.)

Section 3. That Ordinance No. 1799, the "Gas Code of Jefferson County, Alabama, 2009," adopted by the Jefferson County Commission on April 12, 2011, be, and the same is hereby repealed as of the date upon which the "Fuel Gas Code of Jefferson County, Alabama, 2015" adopted by Section 1 of this ordinance, becomes effective as provided by said Section 1; provided, however, that no cause of action nor any fine, forfeiture, judgment, penalty, right, remedy or defense accrued at said date, nor any prosecution or complaint pending at said date shall be in any manner released, affected, abated, or impaired by this ordinance or by the code adopted by this ordinance.

Section 4. That immediately after the adoption of this ordinance and in the presence of the Jefferson County Commission, the County Commission Minute Clerk shall further identify the said "2015 Edition of the International Fuel Gas Code," referred to in Section 1 hereof, which is before this Commission by appending thereto and signing a certificate in form substantially as follows:

"I, Diane C. Townes, County Commission Minute Clerk, hereby certify that the document (the "2015 Edition of the International Fuel Gas Code") to which this certificate is appended is the document referred to in Section 1 of Ordinance No. 1815 adopted by the Jefferson County Commission at a regular meeting thereof held on this the 3rd day of December, 2015, and that I have signed this certificate in the presence of said Commission at said regular meeting on said date.

Diane C. Townes,
County Commission Minute Clerk."

The County Commission Minute Clerk shall carefully preserve this ordinance and said documents adopted by Section 1 hereof as the "Fuel Gas Code of Jefferson County, Alabama, 2015," as a part of the permanent records of her office.

Section 5. That it be, and hereby is proclaimed that the Code adopted by Section 1 hereof is on file with the Jefferson County Minute Clerk where the same may be inspected by the public and that the public is hereby notified of this ordinance by publication as set forth in Section 7 hereof.

Section 6. That prior to the 4th day of January, 2016, the effective date of the code adopted by Section 1 of this ordinance, a copy of this ordinance and of the code adopted by Section 1 of this ordinance shall be placed on the Jefferson County Web Site and made available to the general public at the office of the Inspection Services Department. A copy of this ordinance may be obtained at the Inspection Services Department for the cost of reproduction as established by the Jefferson County Commission Administrative Order 03-1, As Amended.

Section 7. That the County Commission Minute Clerk shall cause a true copy of this ordinance to be promptly published in a newspaper published and of general circulation in Jefferson County, Alabama, and shall carefully preserve in her office a thus published copy of said ordinance as a part of the permanent records of her office.

Section 8. That any person who knowingly violates any of the provisions of the "Fuel Gas Code of Jefferson County, Alabama, 2015," shall be subject to the penalty provided for by State Laws.

Section 9. That the provisions of this Ordinance are severable. If any part of the Ordinance is declared invalid or unconstitutional, such declaration shall not affect the part which remains.

SPECIAL PROVISIONS

Delete Chapter 1 of the "2015 Edition of the International Fuel Gas Code" and substitute in lieu thereof the following Chapter 1.

CHAPTER 1 – ADMINISTRATION

SECTION 101 - TITLE AND SCOPE

101.1 TITLE

Provisions in the following chapters and sections shall constitute and be known and may be cited as the "Fuel Gas Code of Jefferson County, Alabama, 2015," hereinafter referred to as "this Code."

101.2 CODE REMEDIAL

101.2.1 General. This Code is hereby declared to be remedial, and shall be construed to secure the beneficial interest and purposes thereof, which are public safety, health, and general welfare, by regulating installation and maintenance of all gas piping and gas appliances.

101.2.2 Quality Control. Quality control of materials and workmanship is not within the purview of this Code except as it relates to the purposes stated herein.

101.2.3 Permitting and Inspection. The inspection or permitting of any building or plan by Jefferson County, under the requirements of this Code shall not be construed in any court as a warranty of the physical condition of such building or the adequacy of such plan. Neither Jefferson County nor any employee thereof shall be liable in tort for damages for any defect or hazardous or illegal condition or inadequacy in such building or plan, nor for any failure of any component of such building, which may occur subsequent to such inspection or permitting.

101.3 SCOPE

101.3.1 Applicability. The provisions of this Code shall apply in all unincorporated areas of Jefferson County and also in those parts of said county lying within the corporate limits of municipalities which have not adopted and are not enforcing municipal fuel gas codes to the installation of consumer's gas piping, gas appliances and related accessories as covered in this Code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances, and the installation and operation of residential and commercial gas appliances. They are intended to cover the design, fabrication, installation, tests and operation of such systems for fuel gases such as natural gas, manufactured gas, undiluted liquefied petroleum gases, liquefied petroleum gas-air or mixtures thereof. Special requirements for undiluted liquefied petroleum gases are set out in Chapter 4. These requirements are not intended to cover systems or portions for specific manufacturing, production processing and power generating applications, such as large and high pressure boilers, melting and treating furnaces, production ovens, etc., or for public utility piping in gas distribution and transmission systems, in gas compressing stations and in gas processing plants nor are these requirements intended to cover residential gas ranges, gas lights and outside gas-fired grills.

101.3.2 Federal and State Authority. The provisions of this Code shall not be held to deprive any federal or state agency, or any applicable governing body having jurisdiction, of any power or authority which it had on the effective date of the adoption of this Code or of any remedy then existing for the enforcement of its orders, nor shall it deprive any individual or corporation of its legal rights as provided by law.

101.3.3 Appendices. The appendices included in this Code are not intended for enforcement unless specifically referenced in the code text or specifically included in the adopting ordinance.

101.3.4 Referenced Standards. Standards referenced in this Code shall be considered an integral part of this Code without separate adoption. If specific portions of a standard are denoted by Code text, only those portions of the standard shall be enforced. Where Code provisions conflict with a standard, the Code provisions shall be enforced. Permissive and advisory provisions in a standard shall not be construed as mandatory.

101.4 MAINTENANCE

All gas installations, both existing and new, and all parts thereof, shall be maintained in a safe condition. All devices, or safeguards which are required by this Code in a system when installed, altered, or repaired, shall be maintained in good working order. The owner or his designated agent shall be responsible for the maintenance of the gas systems.

101.5 SPECIAL HISTORIC BUILDINGS

The provisions of this Code relating to the installation, alteration, repair, enlargement, restoration, replacement or relocation of a gas system shall not be mandatory for existing buildings or structures identified and classified by the state or local jurisdiction as Historic Buildings when such systems are judged by the Director of Inspection Services to be safe and in the public interest of health, safety and welfare regarding any proposed alteration, repair, enlargement, relocation or replacement.

SECTION 102 - ORGANIZATION

102.1 INSPECTION SERVICES DEPARTMENT

There is hereby established a department called the Inspection Services Department which is in the charge of the Director of Inspection Services.

102.2 INSPECTORS

The governing body of the county may appoint such number of officers, inspectors, assistants, and other employees to carry out the provisions of this Code.

102.3 DEPUTY

The Director of Inspection Services may designate as his deputy an employee in the department who shall, during the absence or disability of the Director of Inspection Services, exercise all the powers of the Director of Inspection Services.

102.4 RESTRICTION OF EMPLOYEES

An officer, inspector, assistant or employee connected with the department, except one whose only connection is as a member of the boards established by this Code, shall not be financially interested in the furnishing of labor, material, or appliances for the construction, alteration, or maintenance of gas installations or in the making of plans or of specifications therefore, except for property owned by him and after satisfying the Personnel Board rule of conflict of interest. No such officer or employee shall engage in any work which is inconsistent with his duties or with the interests of the department.

102.5 RECORDS

The Director of Inspection Services shall keep, or cause to be kept, a record of the business of the Fuel Gas Section. All records shall be kept for a minimum of seven (7) years as required by the Records Disposition Authority for County Commissions approved by the Jefferson County Commission on January 16, 2001, and amended by the Authority on April 22, 2015. The records of the Fuel Gas Section shall be open to public inspection during regular business hours.

SECTION 103 - POWERS AND DUTIES OF THE DIRECTOR OF INSPECTION SERVICES

(As used herein the term "Director of Inspection Services" shall include officers, inspectors, assistants and employees.)

103.1 RIGHT OF ENTRY

Whenever necessary to make an inspection to enforce any of the provisions of this Code, or whenever the Director of Inspection Services has reasonable cause to believe that there exists in any building or upon any premises any condition or code violation which makes such building or premises unsafe, dangerous or hazardous, the Director of Inspection Services may enter such building or premises in the areas described in Section 101.3.1 at all reasonable times to inspect the same or to perform any duty imposed upon the Director of Inspection Services by this Code, provided that if such building or premises is occupied, he shall first present proper credentials and request entry. If such building or premises is unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If such entry is refused, the Director of Inspection Services shall have recourse to every remedy provided by law to secure entry.

When the Director of Inspection Services shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Director of Inspection Services for the purpose of inspection and examination pursuant to this Code.

103.2 STOP WORK ORDERS

Upon notice from the Director of Inspection Services that work on any gas installation is being done contrary to the provisions of this Code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of such property, or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed. Where any emergency exists, the Director of Inspection Services shall not be required to give a written notice prior to stopping the work.

103.3 REVOCATION OF PERMITS

The Director of Inspection Services may revoke a permit or approval, issued under the provisions of this Code, in case there has been any false statement or misrepresentation as to a material fact in the application or plans on which the permit or approval was based. Permit fees shall not be refunded in case of a revocation.

103.4 NON-CONFORMING WORK

Any person, firm or corporation engaged in the gas fitting business doing any work which is subject to but not in conformity with the provisions of this Code, shall make the changes necessary for such work to conform with said provisions immediately upon being given written notice of such nonconformity by the Director of Inspection Services. If the work has not been so changed after ten days notice from the Director of Inspection Services, the said Director of Inspection Services shall then refuse to issue any more permits on this project until he, it or they have conformed to all regulations in anywise pertaining to said work, or the Director of Inspection Services shall issue a written order requiring the local gas company to disconnect the premises, on which work is installed from the gas main, without further notice. The expense of disconnecting from said gas main shall be charged to the person, firm or corporation who installed such illegal work. Any person, firm or corporation having control of such work, failing or refusing to make said changes shall be punished, on conviction as provided in Section 113. It shall be unlawful for the property owner or person in charge or control of the property of any building, dwelling or dwelling unit to permit or maintain in or thereon any condition or situation concerning gas which condition or situation is contrary to or in violation of any provisions of this Code.

103.5 UNSAFE INSTALLATIONS

All gas installations, regardless of type, which are unsafe or which constitute a hazard to human life, health or welfare are hereby declared illegal; and if not corrected or abated in accordance herewith, the same shall be punishable in accordance with Section 113 hereof. The Director of Inspection Services shall notify the owner or agent thereof in writing of the illegal gas installation along with notice of a date by which the required correction shall be made. Failure to timely make the required corrections or obtain an extension of the date shall authorize the Director

of Inspection Services to disconnect or order the discontinuance of gas service to the premises.

103.6 REQUIREMENTS NOT COVERED BY CODE

Any requirement necessary for the safety, strength or stability of an existing or proposed gas installation, or for the safety of the occupants of a building or structure, not specifically covered by this Code, shall be determined by the Director of Inspection Services, subject to the right of appeal to the Plumbing and Fuel Gas Board of Adjustments and Appeals.

103.7 ALTERNATE MATERIALS AND METHODS OF INSTALLATIONS

103.7.1 Approval. The provisions of this Code are not intended to prevent the use of any material or method of construction not specifically prescribed by this Code, provided any such alternate has been approved by the Director of Inspection Services. The Director of Inspection Services shall approve any such alternate, provided he finds that the alternate for the purpose intended is at least the equivalent of that prescribed in this Code in quality, strength, effectiveness, durability and safety. The Director of Inspection Services shall require that sufficient evidence or proof be submitted to substantiate any claim made regarding its use.

103.7.2 Evidence of Compliance. The Director of Inspection Services shall require sufficient evidence to enable him to judge whether proposed alternates meet the requirements of this Code for safety and health.

103.7.3 Tests. When there is insufficient evidence to substantiate claims for alternates, the Director of Inspection Services may require tests of compliance as proof to be made by an approved agency at the expense of the applicant.

103.7.4 Test Procedure. Tests shall be made in accordance with generally recognized standards; but in the absence of such standards, the Director of Inspection Services shall specify the test procedure.

103.7.5 Repeated Tests. The Director of Inspection Services may require tests to be repeated if, at any time, there is reason to believe that an alternate no longer conforms to the requirements on which its approval was based.

103.8 LIABILITY

103.8.1 This Code shall not be construed as imposing upon Jefferson County any liability or responsibility for damages to any person or property caused by any defect in any gas piping or appliance mentioned herein, or by installation thereof, nor shall Jefferson County or any officer, inspector, assistant or employee thereof, be held as assuming any such liability or responsibility by reason of the inspection authorized hereunder or the certificate of approval issued by the inspector.

103.8.2 Any officer, inspector, assistant or employee, or member of the Fuel Gas Code Board of Adjustments and Appeals, charged with the enforcement of this Code, acting for Jefferson County in the discharge of his duties, shall not thereby render himself personally liable and is hereby relieved from all personal liability for any damage that may occur to persons or property as a result of any act required or permitted in the discharge of his duties. Any suit brought against any officer, inspector, assistant, employee or member of the Fuel Gas Code Board of Appeals because of such act performed by him in the enforcement of any provision of this Code shall be defended by the County Attorney until the final termination of the proceedings.

SECTION 104 - APPLICATION FOR PERMIT

104.1 WHEN REQUIRED

104.1.1 General. Any person, firm or corporation who desires to connect any gas piping with any gas distribution system or install appliances in any new or existing systems, structure or premises, or repair, or add to any existing gas system shall first make application to the Director of Inspection Services and obtain the required permit for the work. Minor repairs may be made without a permit (except that permits shall be required in any case where the Director of Inspection Services has given written notice requiring hazardous conditions to be corrected) only where no general repairs are necessary for such equipment and appurtenances to meet all requirements of this Code, and where no conditions exist which, if left unrepaired, would be detrimental to the health and/or safety of the occupants of the building or structure.

104.1.2 Optional Procedure for Five Hundred Employee Companies. Any person, firm or corporation operating any manufacturing plant or establishment which now employs at least 500 persons in Jefferson County on a regular basis, herein called the company, and which regularly employs one or more full time salaried engineers duly registered and licensed under the laws of the State of Alabama, and who desires to connect any gas piping with any gas distribution system or install appliances in any new or existing system, structure, or premises, or repair, or add to any existing gas system, and not be inspected as required in Section 107, shall first make application, signed by said engineer, for the gas permit, and submit gas permit fees, prior to commencing any gas work on any such system, structure, or premises, and provided further that the said engineer shall, when gas work is completed, submit a Certificate of Completion on a form provided by the Director of Inspection Services that shall include the certificate of said engineer and the company, that the work was done in compliance with all provisions of this Code and all other pertinent county ordinances and codes and that said engineer and company assumes full responsibility therefore.

104.2 APPLICATION FORM

Permits shall be issued to any person, firm or corporation upon application bearing the signature of his, its or their authorized Master Gas Fitter except as may be approved in 104.1.2. This code shall not be construed to prevent any contractor certified by the Alabama Board of Heating, Air Conditioning, and Refrigeration Contractors from installing, replacing or performing service or repair on natural gas fired heating / cooling appliances, excluding piping to them provided the installing contractor has a valid certificate issued by the Alabama Board of Heating, Air Conditioning, and Refrigeration Contractors. In the case of Liquefied Petroleum Gas the applicant must provide their Permit designation from the State Liquefied Petroleum Board indicating the work being permitted can be performed under their permit. The applicant shall provide the necessary information to complete the application form furnished by the Director of Inspection Services. Application for a permit can be made in person or by mail. It shall be unlawful for any person, firm or corporation to proceed with any gas installation or repair before the required permit or permission thereof has been issued or granted except as may be approved in Section 106.4.2.

104.3 DRAWINGS AND SPECIFICATIONS

104.3.1 Requirements. Application for a permit to make any gas installation shall be accompanied by drawings and specifications and other necessary information as required by the Director of Inspection Services to determine accurately the character of the work and compliance with this Code, provided, however, that drawings and specifications may not be required in the following types of installations:

1. For one or two family dwellings unless, in the opinion of the Director of Inspection Services, the complexity of the installation is such as to necessitate the filing of plans and/or specifications to ascertain compliance with this Code.

2. For buildings having a single gas meter capacity of not more than 600 CFH, unless in the opinion of the Director of Inspection Services, the complexity of the installation is such as to necessitate the filing of plans and/or specifications to ascertain compliance with this Code.

104.3.2 Additional Data. Drawings required shall clearly illustrate and, together with specifications, shall contain sufficient detail and data to indicate code compliance and character of the work substantially as follows:

1. Floor plan of each floor drawn to a scale of not less than 1/8" = 1 foot on a minimum sheet size of eleven inches by seventeen inches (11" x 17").

2. Line drawings of the building gas piping system-no scale required, except the size and length of each run of piping shall be clearly indicated along with the BTU input of equipment to be connected to each runout or branch line.

3. Reference to Code: Such drawings and/or specifications shall be specific, and this Code shall not be cited as a whole or in part nor shall the term "legal" or its equivalent be used as a substitute for specific information.

4. All drawings and specifications required shall be submitted in duplicate.

5. When symbols are used, such symbols shall be identified in a symbol schedule on drawings.

6. The Director of Inspection Services may require that drawings and specifications be prepared by an architect or engineer duly registered in the State of Alabama.

104.4 EXAMINATION OF DRAWINGS

104.4.1 Plan Review. The Director of Inspection Services shall examine or cause to be examined each application for a permit and the drawings and specifications and accompanying data which may be filed therewith, and shall ascertain by such examination whether the gas installation indicated and described is in accordance with the requirements of this Code and all other pertinent laws or ordinances.

104.4.2 Affidavits Accepted. The Director of Inspection Services may accept a sworn affidavit from a registered architect or engineer stating that the drawings and specifications submitted of the gas installation conform to all requirements of this Code and he may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the Director of Inspection Services upon completion of the installation, a Certificate of Completion that the gas installation has been installed in accordance with the requirements of this Code. Where the Director of Inspection Services relies upon such affidavit, the architect or engineer shall assume full responsibility for the compliance with all provisions of this Code and the architect or engineer shall state in the Certificate of Completion that he does assume full responsibility for compliance with all provisions of this Code and all other pertinent county ordinances and codes.

104.4.3 Affidavits Required. The Director of Inspection Services may require a sworn affidavit from the registered architect or engineer who prepared the plans stating requirements in the preceding paragraph have been met, whenever in the opinion of the Director of Inspection Services the size or complexity of the gas installation requires such affidavit.

104.5 UTILITY COMPANY PERMITS

Unless specifically required elsewhere in this Code, no gas permit shall be required for the installation, maintenance, or repair of the facilities of a public utility corporation selling gas and regulated by the Alabama Public Service Commission, or a corporation engaged in the business of transporting and selling natural gas and regulated by the Federal Power Commission, or a municipal-owned or operated gas utility company selling natural gas when such utility is acting in the exercise of its functions as a utility. Gas meters are considered as part of the gas distribution facility.

SECTION 105 - PERMITS

105.1 ACTION ON APPLICATION

105.1.1 Permit Issuance. The Director of Inspection Services shall act upon an application for a permit without unreasonable or unnecessary delay. If the Director of Inspection Services is satisfied that the work described in an application for a permit and the drawings and specifications which may be filed therewith conform to the requirements of this Code, and other pertinent laws and ordinances, he shall issue a permit to the applicant.

105.1.2 Refusal To Issue Permits. If the application for a permit and the drawings and specifications which may be filed therewith describe work which does not conform to the requirements of this Code or other pertinent laws or ordinances, the Director of Inspection Services shall not issue a permit, but shall return the drawings to the applicant with his refusal to issue such a permit. Such refusal shall, when requested, be in writing and shall contain the reasons therefore.

105.1.3 Separate Permit On Each Building Or Structure. A separate permit must be obtained for the work on each building or structure or for each separate piece of work of any description including alterations, additions, and general repairs, except for minor repairs. Any work done pursuant to a permit issued or to permission granted in accordance with this Code shall be performed and completed fully in compliance with the provisions of this Code, and with any prior conditions the Director of Inspection Services may set for issuance of such permits or for grant of such permission. Such work shall not be commenced if it will be left unattended in a condition which would violate any provision of this Code. Final approval of any such work may not be given until it has been completed in accordance with the provisions of this Code.

105.2 CONDITIONS OF THE PERMIT

A permit issued shall be construed to be a license to proceed with the work and shall not be construed as authority to violate, cancel, alter, or set aside any of the provisions of this Code, nor shall such issuance of a permit prevent the Director of Inspection Services from thereafter requiring a correction of errors in plans or in construction, or of violations of this Code. Any permit issued shall become invalid unless the work authorized by it shall have been commenced within six (6) months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of six (6) months after the time the work is commenced; provided, that for cause, extensions of time for a period not exceeding six (6) months each, may be allowed in writing by the Director of Inspection Services. However, the maximum number of extensions shall not exceed three (a total of 18 months). Work permitted under the initial permit shall be commenced within a two (2) year period. Work not completed within a two and one-half (2 ½) year period shall require a new permit. Cost of the new permit shall be based upon the amount required to complete the project.

104.3 PERMITS NOT TRANSFERABLE

A permit is not transferable from any person, firm, or corporation to any other person, firm, or corporation.

105.4 PERMITS ISSUED UPON AFFIDAVITS

Whenever a permit is to be issued in reliance upon an affidavit as provided in 104.4.2 and 104.4.3, or whenever the work to be covered by a permit involves construction under conditions which, in the opinion of the Director of Inspection Services, are hazardous or complex, the Director of Inspection Services shall require that the architect or engineer who signed the affidavit or made the drawings or computations shall supervise such work, be responsible for its conformity with the approved drawings, and forthwith upon its completion make and file with the Director of Inspection Services a written affidavit that the work has been done in conformity with the approved plans and with all the applicable provisions of this Code. In the event such architect or engineer is not available, the owner shall employ in his stead an architect or engineer who shall state in the Certificate of Completion that he does assume full responsibility for compliance with all provisions of this Code and all other pertinent county ordinances and codes.

SECTION 106 - FEES

106.1 GENERAL

Before any permit is granted for the installation, alteration and maintenance of any gas systems and/or appliances, the person making application for permit shall pay to the County a fee or fees in such amount as specified in Section 106.3.

106.2 FAILURE TO OBTAIN A PERMIT

If any person commences any work on a gas installation before obtaining the necessary permit from the County is subject to the penalty prescribed in Section 113.

106.3 SCHEDULE OF PERMIT FEES

Note: Minimum Permit Fee \$50.00.

Accessories such as valves, pilots and miscellaneous single items when performing a different function or operating in a different manner from parts of the original installation shall be covered as general repairs.

- 1. General repairs each appliance..... \$10.00
- 2. Each consumer piping system*
Capped outlets to within 4 feet of the equipment locations or hose cocks for laboratory bunsen-type burners or similar equipment when approved. Separate outlet permit not required for appliances connected under permit if appliance is initially included in permit application and installed by same contractor.**
 - 1 outlet..... \$6.00
 - Each additional outlet..... \$1.00
- Connection of appliances, fixtures, etc., to approved consumer piping outlets. Equipment permit required as hereinafter listed.
- 3. Log Lighters..... \$15.00
- 4. Water Heaters***..... \$15.00
- 5. Ranges-Hotel and Restaurant..... \$15.00
- 6. Comfort heating appliances, commercial and industrial gas-fired equipment, and residential appliances other than water heaters and ranges:
 - Each Appliance
 - Up to 65,000 BTU input..... \$15.00
 - 65,001 thru 150,000 BTU input..... \$20.00
 - 150,001 thru 300,000 BTU input..... \$25.00
 - Over 300,000 BTU input..... \$30.00
- 7. Special Draft Control Equipment
 - Induced draft fans..... \$15.00
 - Barometric Dampers..... \$15.00
 - Draft Control Switches..... \$15.00
- 8. Vents

Gas appliance vent pipe when installed for connection by others
or as general repairs..... \$15.00

- 9. Liquefied Petroleum Gas Tanks, Containers and Dispensing Equipment
 - Approved I.C.C. Containers..... \$10.00
 - Approved 0 to 500 water gallon capacity containers..... \$15.00
 - Approved 501 to 1200 water gallon capacity containers..... \$20.00
 - Containers over 1200 water gallon capacity, when authorized..... \$30.00
 - Plus each additional 1000 gallon capacity or fraction thereof..... \$ 6.00
 - Pumps..... \$ 6.00
 - Vaporizers..... \$ 6.00
 - Surge Tanks..... \$ 6.00
- (L.P. Yard Line included with consumer piping)

- 10. Inspections
 - In excess of three approved inspections per job site.....\$20.00
 - Re-inspection or re-testing (when necessitated by faulty material, equipment, apparatus or workmanship):
 - 1st Re-inspection or re-testing..... \$20.00
 - 2nd Re-inspection or re-testing..... \$40.00
 - All additional Re-inspections or re-testings.. \$50.00 Each

*Application and separate permit required for work in each consumer system from point of delivery, and/or the service piping when approved for construction in buildings.

**See Section 411

***Water heaters may be installed under permits as provided above when the installation of not more than 10 feet of water piping is required to connect to an existing water distribution system and where no additional water piping is required to supply fixtures and/or hot water storage tanks not integrally assembled with the gas burner or heater. For remote hot water storage tanks, distribution, circulating and flow piping, plumbing permit required.

Three approved inspections when necessitated by job progress are included with initial permit only.

106.4 FEES, HOW PAID

106.4.1 General. All fees for permits and inspections required under this Code shall be paid at the offices of the Inspection Services Department, in the Birmingham Courthouse.

106.4.2 Emergency Permits. Nothing herein shall make it unlawful for the Director of Inspection Services to issue a permit prior to receiving the required application and fee for work under emergency conditions, as may be determined by said Director of Inspection Services, provided all information required in written application under Section 104 of this Code is given orally along with request for emergency permit. Any person, firm or corporation obtaining an emergency permit or inspection shall within five (5) business days (Saturday, Sunday and holidays excluded) after the issuance of such emergency permit or the giving of such emergency inspection, remit to the Director of Inspection Services, at his office, fees in the amount required for such permit and/or inspection together with written application required under Section 104 of this Code. If such fees are not paid within the above five (5) business days, a double fee shall be charged in accordance with Section 106.6. An emergency permit or inspection may be given only under the following conditions:

When it is necessary to immediately repair gas heating equipment, piping or appliances in order to protect the health, safety and welfare of occupants of any building or structure.

106.5 FEES FOR ADDITIONAL WORK

In the event that, during the performance of the work of installation or alteration permitted under the permit, additional installations or alterations are required, it shall be unlawful for the person who secured the original permit, to fail to immediately remit to the Director of Inspection Services, an amount equal to the additional fees for permits and inspections incurred by the additional installations or alterations.

106.6 WORK COMMENCING BEFORE PERMIT ISSUANCE

Whenever any person shall commence or proceed with any gas installation or construction work for which a permit is required by this Code without having first obtained such permit, said person shall take out a belated permit covering such work and pay double the specific fees provided by law to be paid for a timely permit covering such work. Each additional violation within a twelve (12) month period of the last violation shall result in a double fee plus twenty-five dollars (\$25.00). The issuance of a belated permit hereunder shall not waive or otherwise affect in any manner a prosecution under Section 113 of this Code.

106.7 REFUND OF FEES

106.7.1 Permit Fees. Refund of fees paid for a gas permit can be made if the following conditions have been met:

1. No work has begun under said permit; and
2. The filing by the permit holder of a refund claim with Jefferson County within six (6) months of the date of issuance of said permit. Provided, however, where the claim for refund involves the duplicating or permitting of the same job more than once by the same contractor, no refund shall be made on the most current permit after sixty (60) days from date of issuance of most current permit.

There shall be an administrative charge of \$30.00 on all refunds, and there shall be no refund of a minimum permit fee.

SECTION 107 - INSPECTION

107.1 INSPECTION REQUIRED

No one shall place into operation or service any new gas work, including portions of existing systems affected by new work or changes, until such work and systems shall have been inspected and approved as hereinafter provided, so as to ensure compliance with all the requirements of this Code and to ensure the installation and construction of the gas system is in accordance with the approved plans.

107.2 NOTIFICATION

107.2.1 Advance Notice. It shall be the responsibility of the Master Gas Fitter or the Liquefied Petroleum Gas Permit holder to give reasonable advance notice to the Director of Inspection Services when gas work is ready for test or inspection. It shall further be the responsibility of the Master Gas Fitter or LP- Gas Permit holder to see that the premises and the work are available and accessible to the Director of Inspection Services or his representative for inspection.

107.2.2 Master Gas Fitter's or Liquefied Petroleum Gas Permit holder's Responsibility. It shall be the responsibility of the Master Gas Fitter or the LP Gas Permit holder to make sure that the work will stand the test prescribed before giving the above notice.

107.2.3 Re-Testing. If the Director of Inspection Services finds that the work will not pass the test, the Master Gas Fitter or LP-Gas Permit holder shall be required to make necessary corrections, and the work shall then be re-submitted for inspection. Where additional inspections are necessary for re-testing, there shall be an additional fee as provided for in Section 106.3.

107.2.4 ROUGH PIPING INSPECTION

It shall be the responsibility of the Master Gas Fitter or LP-Gas Permit holder to notify the office of the Director of Inspection Services after all piping and all vents authorized by the permit have been installed, prior to any such piping or vents being covered or concealed, or any fixtures or gas appliances being connected, that the work is ready for a rough piping inspection. This inspection shall include a pressure test.

107.2.5 INTERMEDIATE INSPECTION

It shall be the responsibility of the Master Gas Fitter or LP-Gas Permit holder to notify the office of the Director of Inspection Services after all piping authorized by the permit has been installed and after all portions which are to be concealed have been concealed, and before any fixtures or gas appliances have been connected that the work is ready for an intermediate inspection. This inspection shall include a pressure test.

107.2.6 FINAL INSPECTION

It shall be the responsibility of the Master Gas Fitter or the LP-Gas Permit holder to notify the office of the Director of Inspection Services after all fixtures and gas appliances authorized by the permit have been installed and connected and such portions of existing systems as may be affected by new work and any changes is completed that the work is ready for a final inspection.

107.3 MATERIAL AND LABOR FOR TESTS

The equipment, material, power, and labor necessary for inspection or test shall be furnished by the gas contractor.

107.4 INSTRUMENT TESTS

If instrument tests are determined to be required the contractor will provide all materials and test equipment in order to have these tests completed. After these tests are completed the contractor will provide a copy of the test results to the Director of Inspection Services.

107.5 TEST OF GAS PIPING SYSTEM

All the piping of the gas system shall be tested with air or inert gas in accordance with Section 406.

107.6 COVERING THE WORK

107.6.1 Prior To Test. No new gas system, installation or part thereof shall be covered or concealed in any manner until it has been inspected, tested, and approved as prescribed in Section 107.5.

107.6.2 Uncovering Of Work. If a new gas system, installation or part thereof is covered or concealed in any manner before being inspected, tested, and approved as prescribed in this chapter, it shall be uncovered upon the direction of the Director of Inspection Services.

107.7 TEST OF DEFECTIVE GAS SYSTEMS

Where there is reason to believe that the gas system of any building has become defective, it shall be subjected to testing and/or inspection.

107.8 GAS VENT INSPECTION

Before approval of the roughing-in inspection required in Section 108.1 may be given, all gas vent piping shall be in place, joints properly

sealed, adequately supported, and clear of all combustible material in accordance with other sections of this Code. Where it is necessary for ceilings or other obstructions to be installed prior to the gas vent pipe, then adequate clearance shall be provided around the vent pipe in order that clearances as required in Chapters 5 and 6 may be ascertained and the type material also may be determined by the Director of Inspection Services. In no case shall the installation of ceilings or other obstructions prior to inspection be the cause of an inspector having to crawl in or through attics when an earlier installation could have been made and inspection called for. Such concealment of vent piping may be cause to evoke requirements of 107.6.2.

SECTION 108 - CERTIFICATE OF APPROVAL

108.1 ROUGHING-IN INSPECTION

Upon the satisfactory completion of the roughing-in inspection, approval shall be so noted on the Gas Permit Card. This approval shall give the date of the roughing-in inspection and the initials of the inspector.

108.2 INTERMEDIATE INSPECTION

When all piping has been installed, an intermediate inspection shall be requested by the Master Gas Fitter or LP-Gas Permit holder. This inspection shall be in sufficient detail to ensure that all the provisions of this Code have been complied with. In existing systems, where a meter is already in service, final connection of the appliance or equipment to the customer's gas piping shall not be made until the intermediate inspection is made and approval given.

108.3 FINAL OR OPERATIONAL INSPECTION

After all fixtures and gas appliances are installed, a final inspection shall be made. This inspection shall be in sufficient detail to assure that all final connections have been made and that all appliances and/or equipment have been properly installed. Upon the satisfactory completion of this inspection, a certificate of approval, when requested, shall be issued to the permittee by the Director of Inspection Services to be delivered to the owner.

SECTION 109 - QUALIFYING AND BONDING OF GAS FITTERS

109.1 GENERAL

Before any person, firm or corporation shall engage in the business of gas fitting within the area described in 101.3.1 of this Code, he shall be qualified as set forth herein, and a license shall be obtained from the City, County and State as required and a proper bond posted. Where any gas fitting work is being done, a Master Gas Fitter or Journeyman Gas Fitter or LP-Gas Permit holder, as applicable, shall at all times be present on the job, and in actual control, and in charge of the work being done.

109.2 QUALIFICATIONS OF GAS FITTERS

109.2.1 State of Alabama Requirements. Any person, firm or corporation engaged in or proposing to engage in the business of doing, or contracting to do, or superintending the installation of gas fitting, gas systems or gas work, either or both, must be qualified as set forth in Title 34, Chapter 37, Plumber and Gas Fitter, as amended by Act No. 2015-496.

109.2.2 DEFINITIONS

1. As used in this Code, the terms "gas fitting", "Gas Systems", or "Gas Work" shall include the installation, repair of pipes, fixtures, fittings, appliances, or apparatus necessary for supplying natural gas for residential, or commercial use from the point of delivery and all gas piping before the connection to the combustion zone and including the applicable venting of the flue gases to the outside atmosphere and the provisions for air for combustion and ventilation, including all gas fitting work further defined by any State Board rules and all codes currently adopted by the State Board. This shall not be construed to prevent any contractor certified by the Alabama Board of Heating, Air Conditioning, and Refrigeration Contractors from installing, replacing, or performing service or repair on natural gas fired air heating / cooling appliances, excluding piping to them provided the installing contractor has a valid certification issued by the Alabama Board of Heating, Air Conditioning, and Refrigeration Contractors.

2. As used in this Code, the terms "gas fitter" or "gas contractor" shall mean a person, firm or corporation who is engaged in the business of Gas Fitting, Gas Systems, or Gas Work, and who is qualified under the terms and provisions of The Plumbing and Gas Fitters Board and this Code.

3. As used in this Code, the term "Master Gas Fitter" shall mean any person or legal entity that engages in work at the actual installation, repair, or replacement of gas systems, that has successfully fulfilled the examination requirements of the State Board, that has been issued a Master Gas Fitter certification by the Board, and that possess a valid and current annual certification issued by the Board. The Master Gas Fitter shall have in his or her possession a current annual certificate. The certificate shall be available for inspection on request.

4. As used in this Code, the term "Journeyman Gas Fitter" shall mean every person who engages in work at the actual installation, repair, or replacement of gas work, who has successfully fulfilled the examination requirements of the Board, has been issued a journeyman gas fitter certification by the Board, and possesses a valid and current annual certificate issued by the board. The journeyman gas fitter shall have in his or her possession a current annual certificate. The certificate shall be available for inspection on request.

5. As used in this Code, the term "Apprentice Gas Fitter" shall mean a person other than a Master or Journeyman Gas Fitter, who is engaged in learning and assisting in the installation of gas pipe, equipment, apparatus, and appliances, and shall work directly under the supervision of a Journeyman or Master Gas Fitter, and who has successfully fulfilled the registration requirements of the Board and has been duly registered by the Board as such for the current year. The Apprentice shall have in his or her possession a current annual certificate. The certificate shall be available for inspection on request.

6. LP. Liquefied petroleum gas

7. LP-G. Liquefied petroleum gas

8. LP-GAS. Liquefied petroleum Gas

9. LIQUEFIED PETROLEUM GAS SYSTEM. Any assembly consisting of one or more containers with a means for conveying LP-GAS from the container(s) to dispensing or consuming devices (either continuously or intermittently) and which incorporates components intended to achieve control of quality, flow, pressure, or state (either liquid or vapor).

10. LIQUEFIED PETROLEUM GAS PERMIT HOLDER. A person that has obtained a PERMIT from the LP-GAS Board which indicates the level or work allowed to be installed by them under that PERMIT designation.

109.3 DUTY OF EMPLOYER

No person, firm or corporation shall employ any person on any job in the capacity of either a Master Gas Fitter or a Journeyman Gas Fitter or an Apprentice Gas Fitter or an LP-Gas Permit Holder unless such person shall have in his possession a valid certificate or permit for the capacity of the work performed issued to them as herein required by this Code.

109.4 UNLAWFUL TO DO WORK WITHOUT CERTIFICATE

109.4.1 It shall be unlawful:

1. for any person other than a holder of a certificate of competency as a Master, or Journeyman Gas Fitter, or a holder of a certificate of registration as an Apprentice Gas Fitter to do any gas installation, alteration or construction work in the county; or
2. for any holder of a certificate of competency as a Master to employ as an assistant in any such work any person other than a holder of a certificate of competency as a Master or Journeyman, or the holder of a certificate of registration as an Apprentice Gas Fitter; or
3. for any holder of a certificate of competency as a Master or Journeyman to require a registered Apprentice Gas Fitter to do any such work other than under his direct supervision; or
4. for any registered Apprentice Gas Fitter to do any such work other than under the direct supervision of the holder of a certificate of competency as a Master or Journeyman.
5. for any person other than the holder of a Liquid Petroleum Gas permit as issued by the State Liquefied Petroleum Gas Board allowing described work under that permit.

109.4.2 It shall not be unlawful for any person engaged by any public gas utility company to do any gas work without license or certificate in the laying, maintenance and operation of its service mains or lines, or in the installation, alteration, repair or renovation of any appurtenance or equipment on the utility company's side of the gas meter, provided such work and services named herein are done in accordance with all state laws and applicable county ordinances.

109.5 ILLEGAL WORK

Any person, firm or corporation engaged in the gas fitting business whose work does not conform to the rules and regulations of this Code, or whose workmanship or materials are of inferior quality, shall on notice from the Director of Inspection Services make necessary changes or corrections at once so as to conform to this Code. If the work has not been so changed after ten (10) days notice, the Director of Inspection Services shall then refuse to issue any more permits for this project until such work has fully complied with the rules and regulations of this Code.

109.6 BOND REQUIRED

Before any person, firm or corporation shall engage in the business of gas fitting, steam fitting, excavating, or blasting as a Gas Fitter within the County, he, it, or they, shall in addition to the requirements of competency, have a business license issued by the Municipal, County, and State Authorities, and also deposit with the Jefferson County Commission and continuously maintain a good and sufficient bond in the sum of five thousand dollars (\$5,000.00) made by a surety company duly authorized to do business in Alabama. Said bond shall be conditioned that the person, firm or corporation, to be known as the principal in said bond, shall faithfully observe all ordinances and laws of the said County pertaining to said business or businesses, whether now or hereafter enacted, together with all rules and regulations established under the authority of said laws or ordinances; and shall perform in a workmanlike manner all work undertaken by said Principal in the prosecution of said business or businesses; and shall indemnify and save harmless the said County from all liability occasioned or arising from acts done or omitted by said Principal, its servants and agents, in doing said work, or from any unfaithful or inadequate work; and shall adequately safeguard all ditches and excavations which may be opened by said Principal in the streets and highways of said County; and shall restore, or cause to be restored, in a workmanlike manner, to their former condition, all such portions of said streets and highways excavated by said Principal, and pay the expenses thereof; and shall maintain said restored portion in a safe condition for the period of one year from the date of such excavation; and shall defend all suits brought against the County based, in whole or in part, upon any act or default for which said Principal is responsible, and pay the costs and expenses thereof, and shall pay all such damages as any person, firm or corporation may sustain by reason of violation of said laws, ordinances or regulations by said Principal, its servants and agents, or by reason of the negligence of said Principal, its servants or agents, in the prosecution of said business or businesses. Any person, firm or corporation injured in person or property by reasons of any violation of said laws, ordinances or regulations by said Principal, or by any act, default or omission constituting a breach of any of the conditions of this bond, may maintain a suit or action thereof for such injury. Said bond shall also provide that it may be cancelled by the surety by giving the Jefferson County Inspection Services fifteen (15) days notice in writing prior to the date of cancellation. Failure to comply with this section shall ipso facto revoke the business license of the said person, firm or corporation.

109.7 ALLOWING ONE'S NAME, LICENSE OR BOND TO BE USED TO OBTAIN PERMIT FRAUDULENTLY

No person, firm or corporation engaged in the business of gas fitting shall allow his, its, or their names to be used by any other person, firm or corporation directly or indirectly, to obtain a permit, or for the construction of any work under, his, its, or their names, license or bond; nor shall he, it or they make any misrepresentations or omissions in his, its, or their applications.

109.8 ILLEGAL ENGAGEMENT OF MASTER GAS FITTERS

It shall be unlawful for the holder of a Master Gas Fitter Certificate of Competency:

1. To engage as a gas fitter for another person, firm or corporation while work is outstanding under a permit issued to him while operating his own gas fitting business.
2. To engage in the business as gas fitter for himself while permits are outstanding on work issued to another under his signature while acting as Master Gas Fitter for such company, firm or corporation.
3. To engage as a gas fitter for any company, firm or corporation while permits are outstanding for any other company, firm or corporation issued under his signature as Master Gas Fitter.
4. To operate two or more gas fitter businesses and act as Master Gas Fitter for both at the same time.
5. To be employed by two or more gas fitting businesses at the same time while acting as Master Gas Fitter for either.
6. To enter or leave the employment of any gas fitting company, firm or corporation where he is engaged as a Master Gas Fitter without notifying the Director of Inspection Services within five days exclusive of Saturday and Sunday. Such notice shall be in writing and state the beginning date of his employment or date of termination, and it shall be signed with the signature which appears on his current Certificate of Competency.

SECTION 110 – PLUMBING AND FUEL GAS BOARD OF ADJUSTMENTS AND APPEALS

110.1 APPOINTMENT

There is hereby established a board to be called the Plumbing and Fuel Gas Board of Adjustments and Appeals, which shall consist of five (5) members who shall pass on matters pertaining to plumbing or gas installations, including alterations, repairs, replacements, equipment, appliances, fixtures, fittings and/or appurtenances thereto. One (1) member shall be a lawyer, one (1) member shall be a registered engineer who practices mechanical engineering, one (1) member shall be a representative of a public gas utility company, and two (2) members shall be currently licensed and bonded plumbing and gas contractors. The said board shall be appointed by the Jefferson County Commission, and the Jefferson County Commission may replace any member at any time and without notice. No member of the board shall receive any compensation for his services as such.

110.2 TERM OF OFFICE

Appointments to the Plumbing and Fuel Gas Board of Adjustments and Appeals shall be for a term of six (6) years except that the respective term of the following members first appointed shall be: Three years for the lawyer and mechanical engineer, two year for the representative of the public gas utility company, and five years for the plumbing and gas contractors. Continued absence of any member from regular meetings of the Board shall, at the discretion of the Jefferson County Commission, render any such member liable to immediate removal from office.

110.3 QUORUM

Three members of the Board shall constitute a quorum. In varying the application of any provisions of this Code or in modifying an order of the Director of Inspection Services, affirmative votes of the majority present, but not less than three affirmative votes shall be required. A Board member shall not act in a case in which he has a personal interest.

110.4 RECORDS

The Director of Inspection Services shall act as Secretary of the Plumbing and Fuel Gas Board of Adjustments and Appeals and shall make a detailed record of all its proceedings, which shall set forth the reasons for its decision, the vote of each member participating therein, the absence of a member, and any failure of a member to vote.

110.5 PROCEDURE

The Board shall establish rules and regulations for its own procedure not inconsistent with the provisions of this Code. The Board shall meet at regular intervals, to be determined by the Chairman or the Director of Inspection Services or in any event, the Board shall meet within twenty days after notice of appeal has been received.

SECTION 111 - APPEALS

111.1 TIME LIMIT

Whenever the Director of Inspection Services shall reject or refuse to approve the mode or manner of construction proposed to be followed or materials to be used in a building or structure, or when it is claimed that the provisions of this Code do not apply, or that an equally good or more desirable form of construction can be employed in any specific case, or when it is claimed that the true intent and meaning of this Code or any of the regulations thereunder have been misconstrued or wrongly interpreted, the owner of such a building or structure, or his duly authorized agent, may appeal from the decision of the Director of Inspection Services to the Plumbing and Fuel Gas Board of Adjustments and Appeals. Notice of appeal shall be in writing and filed within 20 days after the decision is rendered by the Director of Inspection Services. A fee of \$50.00 shall accompany such notice of appeal.

SECTION 112 - DECISIONS OF THE PLUMBING AND FUEL GAS BOARD OF ADJUSTMENTS AND APPEALS

112.1 VARIATIONS AND MODIFICATIONS

112.1.1 Variances. The Plumbing and Fuel Gas Board of Adjustments and Appeals, when so appealed to and after a hearing, may vary the application of any provision of this Code to any particular case when, in its opinion, the enforcement thereof would do manifest injustice, and would be contrary to the spirit and purpose of this Code or public interest, or when, in its opinion the interpretation of the Director of Inspection Services should be modified or reversed.

112.1.2 Conditions of Variance. A decision of the Plumbing and Fuel Gas Board of Adjustments and Appeals to vary the application of any provision of this Code or to modify any order of the Director of Inspection Services shall specify in what manner such variation or modification is made, the conditions upon which it is made and the reasons therefore.

112.2 DECISIONS

112.2.1 Decisions Are Final. Every decision of the Board of Adjustments and Appeals shall be final, subject, however, to such remedy as any aggrieved party might have at law or in equity. It shall be in writing and shall indicate the vote upon the decision. Every decision shall be promptly filed in the office of the Director of Inspection Services and shall be open to public inspection.

112.2.2 Action by Board. The Board of Adjustments and Appeals shall, in every case, reach a decision without unreasonable or unnecessary delay.

112.2.3 Action by Director of Inspection Services. If a decision of the Board of Adjustments and Appeals reverses or modifies a refusal, order, or disallowance of the Director of Inspection Services or varies the application of any provision of this Code, the Director of Inspection Services shall immediately take action in accordance with such decision.

SECTION 113 - VIOLATIONS AND PENALTIES

Any person, firm or corporation violating any provision of this Code or failing to comply with any of the provisions of this Code after ten (10) days written notice from the Director of Inspection Services shall be guilty of a misdemeanor punishable by a fine of not more than five hundred dollars or thirty days in jail, or both, and a penalty of fifty dollars per day, each day during the continuance of the violation.

SECTION 114 - VALIDITY

If any section, sub-section, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portion of this Code.

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

Dec-3-2015-1122

ORDINANCE NO. 1816

An ordinance to adopt a Building Code for Jefferson County, Alabama.

WHEREAS, on the 5th day of November, 2015, at a regular meeting of the Jefferson County Commission the following resolution was adopted:

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, AS FOLLOWS:

Section A. That the Jefferson County Commission proposes to consider the adoption of a building code by ordinance as authorized by Act No. 676 of the Regular Session of the Legislature of Alabama of 1967, approved September 8, 1967, (Alabama Acts, 1967, pp. 1501 - 1503), and Act No. 1055 of the Regular Session of the Legislature of Alabama of 1975, approved October 10, 1975, (Alabama Acts, 1975, pp. 2116 - 2118), and will hold a public hearing thereon at the regular meeting of the Jefferson County Commission to be held in the Jefferson County Commission Chambers in the County Courthouse in Birmingham, Alabama, on the 3rd day of December, 2015, at 9:00 A.M. Said code shall be known as the "Building Code of Jefferson County, Alabama, 2015."

Section B. That three (3) copies of said proposed "Building Code of Jefferson County, Alabama, 2015" shall be filed in the office of the County Commission Minute Clerk of Jefferson County, Alabama, Room 410, Courthouse; the office of the Director of the Inspection Services of Jefferson County, Alabama, Room B200, Courthouse; and the office of the Commissioner of Inspection Services of Jefferson County, Alabama, Suite 220, Courthouse by the 13th day of November, 2015, for the use and examination by the public during the regular business hours of said offices from said date until 9:00 A.M. on the 3rd day of December, 2015.

Section C. That the Director of the Inspection Services Department of Jefferson County, Alabama, be and he is hereby authorized, empowered and directed to cause fifteen (15) days notice to be given of the time, place and purpose of the public hearing provided for in Section A of this resolution by publication of such notice once a week for three successive weeks in a newspaper of general circulation in Jefferson County, which said notice shall be in words and figures as follows:

NOTICE OF PROPOSAL BY THE JEFFERSON COUNTY COMMISSION TO
ADOPT A BUILDING CODE FOR JEFFERSON COUNTY, ALABAMA,
BY ORDINANCE AND OF A PUBLIC HEARING THEREON.

Notice is hereby given that the Jefferson County Commission proposes to consider the adoption of a building code for Jefferson County, Alabama, to be known as the "Building Code of Jefferson County, Alabama, 2015," by ordinance, in order to revise, update and amend the "Building Code of Jefferson County, Alabama 2009," and that a public hearing thereon will be held at the regular meeting of the Jefferson

County Commission, in the Courthouse in Birmingham, Alabama, at 9:00 A.M. on the 3rd day of December, 2015, for the consideration of the same. Three (3) copies of said proposed "Building Code of Jefferson County, Alabama, 2015" (consisting of the "2015 Edition of the International Building Code" and the "2015 Edition of the International Residential Code," published by the International Code Council, Incorporated, 4051 West Flossmoor Road, Country Club Hills, Illinois 60478, and the "Special Provisions," which modify, revise or are in addition to provisions contained in the "2015 Edition of the International Building Code" and the "2015 Edition of the International Residential Code") will be on file in the office of the County Commission Minute Clerk of Jefferson County, Alabama, Room 410, Courthouse, the office of the Director of the Inspection Services of Jefferson County, Alabama, Room B200, Courthouse and the office of the Commissioner of Inspection Services of Jefferson County, Alabama, Suite 220, Courthouse, by the 13th day of November, 2015, for the use and examination by the public during the regular business hours of said offices from said date until 9:00 A.M. on the 3rd day of December, 2015; and

WHEREAS, the Jefferson County Commission now finds that all of the provisions of said resolution have been complied with:

NOW THEREFORE, BE IT ORDAINED BY THE JEFFERSON COUNTY COMMISSION AS FOLLOWS:

Section 1. That the "2015 Edition of the International Building Code" and the "2015 Edition of the International Residential Code", both published by the International Code Council, Incorporated, 4051 West Flossmoor Road, Country Club Hills, Illinois 60478, be incorporated by reference into this ordinance except as specifically altered by the "Special Provisions" promulgated by the Inspection Services Department of Jefferson County, Alabama. The "2015 Edition of the International Building Code", the "2015 Edition of the International Residential Code", and the "Special Provisions" are before this Commission and have been on file in the office of the County Commission Minute Clerk, the office of the Director of the Inspection Services and the office of the Commissioner of Inspection Services pursuant to resolution adopted by the Commission of Jefferson County, Alabama, on the 5th day of November, 2015, and set forth in the preambles of this ordinance. The "2015 Edition of the International Building Code", the "2015 Edition of the Residential Building Code", and the "Special Provisions," are hereby adopted as the "Building Code of Jefferson County, Alabama, 2015," and shall be effective and operative as such on and after the 4th day of January, 2016, and on and after said date shall be binding in all unincorporated areas of Jefferson County, Alabama, and also in those parts of said county lying within the corporate limits of municipalities which have not adopted and are not enforcing municipal building codes.

Section 2. That, under this section, the Jefferson County Commission Minute Clerk shall spread said "Special Provisions" on the official minutes of the County Commission. (See "Special Provisions" following Section 9 of the ordinance.)

Section 3. That Ordinance No. 1800, the "Building Code of Jefferson County, Alabama, 2009," adopted by the Jefferson County Commission on April 12, 2011, be, and the same are hereby repealed as of the date upon which the "Building Code of Jefferson County, Alabama, 2015," adopted by Section 1 of this ordinance, becomes effective as provided by said Section 1; provided, however, that no cause of action nor any fine, forfeiture, judgment, penalty, right, remedy or defense accrued at said date, nor any prosecution or complaint pending at said date shall be in any manner released, affected, abated, or impaired by this ordinance or by the code adopted by this ordinance.

Section 4. That immediately after the adoption of this ordinance and in the presence of the Jefferson County Commission the County Commission Minute Clerk shall further identify the "2015 Edition of the International Building Code" and the "2015 Edition of the International Residential Code", referred to in Section 1 hereof, which is before this Commission by appending thereto and signing a certificate in form substantially as follows:

"I, Diane C. Townes, County Commission Minute Clerk, hereby certify that the document (the "2015 Edition of the International Building Code" and the "2015 Edition of the International Residential Building Code") to which this certificate is appended is the document referred to in Section 1 of Ordinance No. 1816 adopted by the Jefferson County Commission at a regular meeting thereof held on this the 3rd day of December, 2015, and that I have signed this certificate in the presence of said Commission at said regular meeting on said date.

Diane C. Townes, County Commission Minute Clerk."

The County Commission Minute Clerk shall carefully preserve this ordinance and said document adopted by Section 1 hereof as the "Building Code of Jefferson County, Alabama, 2015" as a part of the permanent records of her office.

Section 5. That it be, and hereby is proclaimed that the code adopted by Section 1 hereof is on file with the Jefferson County Commission Minute Clerk where the same may be inspected by the public and that the public is hereby notified of this ordinance by publication as set forth in Section 7 hereof.

Section 6. That prior to January 4, 2016, the effective date of the code adopted by Section 1 of this ordinance, a copy of this ordinance and of the code adopted by Section 1 of this ordinance shall be placed on the Jefferson County Web Site and also made available for use to the general public at the office of the Inspection Services Department. A copy of this ordinance may be obtained at the Inspection Services Department for the cost of reproduction as established by the Jefferson County Commission Administrative Order 03-1, As Amended.

Section 7. That the County Commission Minute Clerk shall cause a true copy of this ordinance to be promptly published in a newspaper published and of general circulation in Jefferson County, Alabama, and shall carefully preserve in her office a thus published copy of said ordinance as a part of the permanent records of her office.

Section 8. That any person who knowingly violates any of the provisions of the "Building Code of Jefferson County, Alabama, 2015" shall be subject to the penalty provided for by State Laws.

Section 9. That the provisions of this Ordinance are severable. If any part of the ordinance is declared invalid or unconstitutional, such declaration shall not affect the part which remains.

SPECIAL PROVISIONS

Delete Chapter 1 of the "2015 International Building Code" and the "2015 International Residential Code", and substitute in lieu thereof the following Chapter 1.

CHAPTER 1 - ADMINISTRATION

Section 101 - TITLE AND SCOPE

101.1 - TITLE

Provisions in the following chapters and sections shall constitute and be known and may be cited as the "Building Code of Jefferson County, Alabama, 2015," hereinafter referred to as "this Code."

101.2 - SCOPE. The provisions of this Code shall apply in all unincorporated areas of Jefferson County and also in those parts of said County lying within the corporate limits of municipalities which have not adopted and are not enforcing municipal building codes, to the construction, alteration, repair, equipment, use and occupancy, location, maintenance, removal and demolition, of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exceptions:

1. Detached one- and two-family dwellings and multiple single-family dwellings (town houses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures shall comply with the "2015 Edition International Residential Code", Part II through Part IX, Part IV shall comply with State Energy Code, Part V shall comply with the 2015 Edition of the International Mechanical Code, Part VI shall comply with the 2015 Edition of the International Fuel Gas Code, Part VII shall comply with the 2015 Edition of the International Plumbing Code, and Part VIII shall comply with the 2014 Edition of the National Electrical Code.

101.2.1 Appendices. The appendices included in this Code are not intended for enforcement unless specifically referenced in the Code text or they are specifically included in this ordinance.

101.3 SCOPE

101.3.1 General. This Code is hereby declared to be remedial, and shall be construed to secure the beneficial interests and purposes thereof, which are public safety, health, and general welfare, through structural strength, stability, sanitation, adequate light and ventilation, and safety to life and property from fire and other hazards incident to the construction, alteration, repair, removal, demolition, use and occupancy of buildings, structures or premises.

101.3.2 Permitting and Inspection. The inspection or permitting of any building or plan under the requirements of this Code shall not be construed in any court as a warranty of the physical condition of such building or the adequacy of such plan. Neither Jefferson County nor any employee thereof shall be liable in tort for damages for any defect or hazardous or illegal condition or inadequacy in such building or plan, nor for any failure of any component of such building, which may occur subsequent to such inspection or permitting.

101.3.3 Quality Control. Quality control of materials and workmanship is not within the purview of this Code except as it relates to the purposes stated herein.

101.3.4 Federal and State Authority. The provisions of this Code shall not be held to deprive any federal or state agency, or any applicable governing body having jurisdiction, of any power or authority which it had on the effective date of this ordinance or of any remedy then existing for the enforcement of its orders, nor shall it deprive any individual or corporation of its legal rights as provided by law.

101.3.5 Referenced Standards. Standards referenced in this Code shall be considered an integral part of this Code without separate adoption. If specific portions of a standard are denoted by Code text, only those portions of the standard shall be enforced. Where Code provisions conflict with a standard, the Code provisions shall be enforced. Permissive and advisory provisions in a standard shall not be construed as mandatory.

101.3.6 Specific Requirements. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

101.4 Referenced Codes. The other codes listed in Sections 101.4.1 through 101.4.5 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

101.4.1 Electrical. The provisions of the 2014 Edition of the "Electrical Code of Jefferson County" shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

101.4.2 Gas. The provisions of the "2015 Edition of the International Fuel Gas Code" shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in the gas code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connection of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

101.4.3 Mechanical. The provisions of the "2015 Edition of the International Mechanical Code" shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

101.4.4 Plumbing. The provisions of the "2015 Edition of the International Plumbing Code" shall apply to the installation, alteration, replacement and repair of plumbing systems, including equipment, appliances, fixtures fittings and appurtenances, and where connection to a water or sewer system and all aspects of a medical gas system.

101.4.5 Fire prevention. The provisions of the "2015 Edition of the International Fire Code" shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

101.4.6 Energy. The provisions of the 2009 International Code Council Energy Code and the State of Alabama Energy Code shall apply to all matters related to energy conservation.

101.4.7 Existing Structures. The provisions of the 2015 Edition of the International Existing Building Code shall apply as applicable to work performed on existing structures.

SECTION 102 - ORGANIZATION

102.1 - INSPECTION SERVICES DEPARTMENT

There is hereby established a department called the Inspection Services Department, which is in the charge of the Director of Inspection Services, who shall act as the Building Official.

102.2 - INSPECTORS

The Governing Body of the County may appoint such number of officers, inspectors, assistants, and other employees to carry out the provisions of this Code.

102.3 - DEPUTY

The Building Official may designate as his deputy an employee in the department who shall, during the absence or disability of the Building Official, exercise all the powers of the Building Official.

102.4 - RESTRICTIONS ON EMPLOYEES

An officer, inspector, assistant or employee connected with the department, except one whose only connection is as a member of the board, established by this Code, shall not be financially interested in the furnishing of labor, material, or appliances for the construction, alteration, or maintenance of a building, or in the making of plans or of specifications therefore, except for property owned by him and after satisfying the Personnel Board rule on conflict of interest. Such officer, inspector, assistant or employee shall not engage in any work which is inconsistent with his duties or with the interests of the department.

102.5 - RECORDS

The Building Official shall keep, or cause to be kept, a record of the business of the department. All records shall be kept for a minimum period of seven (7) years as required by the Records Disposition Authority for County Commissions approved by the Jefferson County Commission on January 16, 2001, and amended by the Authority on April 22, 2015. The records of the department shall be open to public inspection during regular business hours.

SECTION 103 - POWERS AND DUTIES OF BUILDING OFFICIAL

(As used herein the term "Building Official" shall include officers, inspectors, assistants and employees)

103.1 - RIGHT OF ENTRY

Whenever necessary to make an inspection to enforce any of the provisions of this Code, or whenever the Building Official has reasonable cause to believe that there exists in any building or upon any premises any condition or code violation which makes such building or premises unsafe, dangerous or hazardous, the Building Official may enter such building or premises in the areas described in Section 101.2 at all reasonable times to inspect the same or to perform any duty imposed upon the Building Official by this Code, provided that if such building or premises is occupied, he shall first present proper credentials and request entry. If such building or premises is unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If such entry is refused, the Building Official shall have recourse to every remedy provided by law to secure entry.

When the Building Official shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Building Official for the purpose of inspection and examination pursuant to this Code.

103.2 - STOP WORK ORDERS

Upon notice from the Building Official, work on any building, structure or system that is being done contrary to the provisions of this Code or in a dangerous or unsafe manner, shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed. Where an emergency exists, the Building Official shall not be required to give a written notice prior to stopping the work.

103.3 - REVOCATION OF PERMITS

103.3.1 Misrepresentation of Application. The Building Official may revoke a permit or approval, issued under the provisions of this Code, in case there has been any false statement or misrepresentation as to a material fact in the application or plans on which the permit or approval was based. Permit fees shall not be refunded in case of revocation.

103.3.2 Violation of Code Provisions. The Building Official may revoke a permit upon determination by the Building Official that the construction, erection, alteration, repair, moving or demolition of the building for which the permit was issued is in violation of, or not in conformity with, the provisions of this Code.

103.4 - UNSAFE BUILDINGS

103.4.1 All buildings or structures which are unsafe or not provided with adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use constitute a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment are severally in contemplation of this section, unsafe buildings. All such unsafe buildings are

hereby declared illegal and shall be abated by repair and rehabilitation or by demolition in accordance with the following procedure:

103.4.1.1 Whenever the Building Official shall find any building or structure or portion thereof to be unsafe, as defined in this section, he shall, in accordance with established procedure for legal notices, give the owner, agent, or person in control of such building or structure written notice stating the defects thereof. This notice shall require the owner within a stated time either to complete specified repairs or improvements, or to demolish and remove the building or structure or portion thereof.

103.4.1.2 If necessary, such notice shall also require the building, structure or portion thereof to be vacated forthwith and not re-occupied until the specified repairs and improvements are completed, inspected and approved by the Building Official. The Building Official shall cause to be posted at each entrance to such building a notice: "THIS BUILDING IS UNSAFE AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED BY THE BUILDING OFFICIAL." Such notice shall remain posted until the required repairs are made or demolition is completed. It shall be unlawful for any person, firm or corporation or their agents, or other servants, to remove such notice without written permission of the Building Official, or for any person to enter the building except for the purpose of making the required repairs or of demolishing same.

103.4.1.3 The owner, agent or person in control shall have the right, except in cases of emergency, to appeal from the decision of the Building Official, as provided hereinafter, and to appear before the Building Code Board of Adjustments and Appeals at a specified time and place to show cause why he should not comply with said notice.

103.4.1.4 In the case the owner, agent, or person in control cannot be found within the stated time limit, or, if such owner, agent, or person in control shall fail, neglect, or refuse to comply with notice to repair, rehabilitate, or to demolish and remove said building or structure or portion thereof, the Building Official shall cause such building or structure or portion thereof to be vacated and remain vacated until repaired or demolished. Provided, however, if such building or structure or portions thereof constitutes a public nuisance, the Building Official shall proceed as provided in 103.5 hereof.

103.4.1.5 The decision of the Building Official shall be final in cases of emergency which, in his opinion, involve imminent danger to human life or health. He shall promptly cause such building, structure, or portion thereof to be made safe, secured or removed. For this purpose he may at once enter such structure or land on which it stands, or abutting land or structures, with such assistance and at such cost as he may deem necessary. He may order the vacation of adjacent structures and may require the protection of the public by appropriate fence or such other means as may be necessary, and for this purpose may close a public or private way.

103.4.1.6 Costs incurred under 103.4.1.4 and 103.4.1.5 shall be charged to the owner of the premises involved and shall be collected in the manner provided by law.

103.5 PUBLIC NUISANCES

103.5.1 As authorized by Act No. 91-193 of the Legislature of Alabama, whenever the Building Official of Jefferson County shall find that any building, structure, part of building or structure, party wall or foundation situated in Jefferson County is unsafe to the extent that it is a public nuisance, such official shall give the person or persons, firm, association or corporation last assessing the property for state taxes and all mortgagees of record, by certified or registered mail to the address on file in the tax collector's office, notice to remedy the unsafe or dangerous condition of such building or structure, or to demolish the same, within a reasonable time set out in said notice, which time shall not be less than sixty (60) days or suffer such building or structure to be demolished by the county and the cost thereof assessed against the property. The mailing of such certified or registered mail notice, properly addressed and postage prepaid, shall constitute notice as required herein. Notice of such order, or a copy thereof, shall, within three (3) days of the date of mailing, also be posted at or within three (3) feet of an entrance to the building or structure, provided that if there is no entrance such notice may be posted at any location upon such building or structure.

103.5.2 Within the time specified in such notice, but not more than sixty (60) days from the date such notice is given, any person, firm or corporation having an interest in such building or structure may file a written request for a hearing before the county commission, together with his objections to the finding by the Building Official that such building or structure is unsafe to the extent of becoming a public nuisance. The filing of such request shall hold in abeyance any action on the finding of the Building Official until determination thereon is made by the county commission. Upon holding such hearing, which hearing shall be held not less than five (5) nor more than thirty (30) days after such request, or in the event no hearing is timely requested, the county commission, after the expiration of sixty (60) days from the date such notice is given, shall determine whether or not such building or structure is unsafe to the extent that it is a public nuisance. In the event that it is determined by the county commission that such building or structure is unsafe to the extent that it is a public nuisance, the county commission shall order such building or structure to be demolished. Such demolition may be accomplished by the county by the use of its own forces, or it may provide by contract for such demolition. The county shall have authority to sell or otherwise dispose of salvaged materials resulting from such demolition.

Any person aggrieved by the decision of the governing body at such hearing may, within ten (10) days thereafter, appeal to the circuit court upon filing with the clerk of said court notice of said appeal and bond for security of costs in the form and amount to be approved by said circuit clerk. Upon filing of said notice of appeal and approval of the bond, the clerk of the court shall serve a copy of said notice of appeal on the Building Official and said appeal shall be docketed in said court, and shall be a preferred case therein. The Building Official shall, upon receiving such notice, file with the clerk of the court a copy of the findings and determination of the county commission in the proceedings and trial shall be held without jury upon the determination of the county commission that such building or structure is unsafe to the extent that it is a public nuisance.

103.5.3 Upon demolition of such building or structure, the Building Official shall make a report to the county commission of the cost thereof, and the county commission shall adopt a resolution fixing the costs which it finds were reasonably incurred in such demolition and assessing the same against the property; provided, however, the proceeds of any monies received from the sale of salvaged materials from said building or structure shall be used or applied against the cost of said demolition; and, provided further, that any person, firm or corporation having an interest in said property may be heard at such meeting as to any objection he may have to the fixing of such costs or the amounts thereof. The Building Official shall give notice of the meeting at which the fixing of such costs are to be considered by first-class mail to all entities having an interest in the property whose address and interest is determined from the tax collector's records on the property or is otherwise known to the official. The fixing of said costs by the county commission shall constitute a special assessment against the lot or lots, parcel or parcels of land upon which the building or structure was located, and thus made and confirmed shall constitute a lien on said property for the amount

of such assessment. Said lien shall be superior to all other liens on said property except liens for taxes and shall continue in force until paid. A certified copy of such resolution shall also be filed in the office of the judge of probate of the county. Upon such filing, the tax collector of the county shall add the amount of the lien to the ad valorem tax bill on the property and shall collect said amount as if it were a tax and remit said amount to the county.

103.5.4 The county commission shall have the power to assess the costs authorized herein against any lot or lots, parcel or parcels of land where such demolition or removal has taken place, purchased by the State of Alabama at any sale for the nonpayment of taxes, and where any such assessment is made against such lot or lots, parcel or parcels of land, a subsequent redemption thereof by any person or persons authorized to redeem, or sale thereof by the state, shall not operate to discharge, or in any manner affect the lien of the county for such assessment, but any redemptioner or purchaser at any sale by the state of any lot or lots, parcel or parcels of land upon which an assessment has been levied, whether prior to or subsequent to a sale to the state for the nonpayment of taxes, shall take the same subject to such assessment. Such assessment shall then be added to the tax bill of the property, collected as a tax and remitted to the county.

103.6 - REQUIREMENTS NOT COVERED BY CODE

Any requirement necessary for the strength or stability of any existing or proposed building or structure, or for the safety or health of the occupants thereof, not specifically covered by this Code, shall be determined by the Building Official, subject to the right of appeal to the Building Code Board of Adjustments and Appeals.

103.7 - ALTERNATE MATERIALS AND METHODS

The provisions of this Code are not intended to prevent the use of any material, or method of construction not specifically prescribed by this Code, provided any such alternate has been approved and its use authorized by the Building Official. The Building Official shall approve any such alternate, provided he finds that the alternate for the purpose intended is at least the equivalent of that prescribed in this Code in quality, strength, effectiveness, fire-resistance, durability, and safety. The Building Official shall require that sufficient evidence or proof be submitted to substantiate any claim that may be made regarding the alternate.

103.8 - LIABILITY

103.8.1 This Code shall not be construed as imposing upon Jefferson County any liability or responsibility for damages to any person or property caused by a defect or hazard in any construction, alteration, repair, removal, demolition, use or occupancy of any building, structure or premise, nor shall Jefferson County or any official or employee thereof, be held as assuming any such liability or responsibility by reason of the inspection authorized hereunder or the certificate of approval issued by the inspector.

103.8.2 Any officer, inspector, assistant or employee, or member of the Building Code Board of Adjustments and Appeals, charged with the enforcement of this Code, acting for Jefferson County in the discharge of his duties, shall not thereby render himself personally liable, and he is hereby relieved from all personal liability for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of his duties. Any suit brought against any officer, inspector, assistant or employee, or member of the Building Code Board of Adjustments and Appeals because of such act performed by him in the enforcement of any provision of this Code shall be defended by the County Attorney until the final termination of the proceedings.

SECTION 104 - TESTS

The Building Official may require tests or test reports as proof of compliance. Tests, if required, are to be made at the expense of the owner, or his agent, by an approved testing laboratory or other approved agency. Copies of such test reports or the results of all such tests shall be kept on file in the office of the Building Official.

SECTION 105 - APPLICATION FOR PERMIT

105.1 - WHEN REQUIRED

105.1.1 General. Any owner, authorized agent, or contractor who desires to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, or construct a sign of any description, or to install or alter fire extinguishing apparatus, engines, or to install a steam boiler, furnace, heater, incinerator, heat producing apparatus, or other appurtenances, the installation of which is regulated by this Code, or to cause any such work to be done, shall first make application to the Building Official and obtain the required permit for the work.

105.1.2 Minor Repairs. Ordinary minor repairs may be made with the approval of the Building Official without a permit; provided that such repairs shall not violate any of the provisions of this Code.

105.1.3 Work Commencing Before Permit Issuance. Where any construction, alteration, repair, moving, or demolition of buildings or structures is commenced before a permit is obtained, the permit fees shall be doubled. Repeated violations within a 12 month period shall result in a double fee plus \$25.00.

105.1.5 Temporary Structures.

105.1.5.1 A special building permit for a limited time shall be obtained before the erection of temporary structures such as construction sheds, seats, canopies, tents and fences used in construction work or for temporary purposes such as reviewing stands. Such structures shall be completely removed upon the expiration of the time limit stated in the permit.

105.1.5.2 Portable, mobile or transportable temporary contractors construction buildings used in conjunction with construction operations shall be exempt from the provisions of this Code. However, a special permit for a limited time shall be obtained before the placement of any such structures. These buildings shall be removed upon completion or abandonment of such construction.

105.1.6 Optional Procedure for Five Hundred Employee Companies. Any person, firm or corporation operating any manufacturing plant or establishment which now employs at least 500 persons in Jefferson County on a regular basis, (herein called the company) and which regularly employs one or more full time salaried engineers duly registered and licensed under the laws of the State of Alabama, and who desires to improve, expand or construct any company owned manufacturing plant or establishment and who desires to not be inspected as required in

Section 108 of this Code, shall first make application, signed by said engineer, submit a plot plan and obtain a zoning approval, and submit building permit fees prior to commencing any improvement, expansion or construction of any such building or structure, and provided further that the said engineer shall, when work is completed, submit a Certificate-of-Completion on a form provided by the Building Official that shall include the certificate of said engineer and the company that the work was done in compliance with all provisions of this Code and all other pertinent county ordinances and Codes and that said engineer and company assumes full responsibility therefore.

105.2 - FORM

Each application for a permit with the required fee, shall be filed with the Building Official, on a form furnished for that purpose, and shall contain a general description of the proposed work and its location. The application shall be signed by the owner or his authorized agent. The application shall indicate the proposed occupancy of all parts of the building and of that portion of the site or lot, if any, not covered by the building or structure, and shall contain such other information as may be required by the Building Official.

105.3 - DRAWINGS AND SPECIFICATIONS

105.3.1 Requirements. For new construction, additions, or alterations, every application for permit shall be accompanied by two (2) or more copies of specifications, and of drawings drawn to a minimum size of one eighth inch (1/8") scale on a minimum sheet size of eleven inches by seventeen inches (11"x17") with sufficient clarity and detail to indicate the nature and character of the work, unless this requirement is altered or waived by the building official. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with this Code. Such information shall be specific, and this Code shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used, as a substitute for specific information.

105.3.1.1 Fire protection system shop drawings. Drawings for the fire protection system(s) shall be submitted to indicate conformance with this code and the construction drawings and specifications. Drawings shall contain all information as required by the referenced installation standards in Chapter 9 of the International Building Code. Drawings must be approved prior to the start of system installation.

105.3.1.2 Means of egress. The drawings shall show in sufficient detail the location, construction, size and character of all portions of the means of egress in compliance with this Code. Construction drawings shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces, except structures covered by the International Residential Code.

105.3.1.3 Exterior wall envelope. Construction drawings for all buildings shall describe the exterior wall envelope in sufficient detail to determine compliance with this Code. The drawings shall provide details of the exterior wall envelope as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings. Documentation for maintaining the weather resistance of the exterior wall envelope at penetrations shall be provided.

105.3.1.4 Foundation. Construction drawings for all buildings shall show in sufficient detail the location, size and reinforcement required for all concrete foundations. The construction drawings shall include in sufficient detail the location, size, and material used for all supports required, including but not limited to columns, beams, joists, headers and partitions.

105.3.2 Structural and Fire Resistance Integrity. Plans for all buildings shall indicate how required structural and fire resistive integrity will be maintained where a penetration of a required fire resistive wall, floor or partition will be made for electrical, mechanical, plumbing and communication conduits, pipes and systems and also indicate in sufficient detail how the fire integrity will be maintained where required fire resistive floors intersect the exterior walls.

105.3.3 Additional Data. The Building Official may require details, computations, stress diagrams, and other data necessary to describe the construction and basis of calculations and they shall bear the signature of the person responsible for the design.

105.3.4 Design Professionals Name. All drawings, specifications, and accompanying data shall bear the name and address of the design professional. For buildings or structures of Group E-Educational, Group I-Institutional, and Group A-Assembly Occupancy, and all buildings or structures three (3) stories or more in height or 2,500 square feet or more in area, except structures covered by the International Residential Code, such design professional shall be an architect or engineer legally registered under the laws of the State of Alabama regulating the practice of architecture or engineering and shall affix his official seal to said drawings, specifications and accompanying data.

105.4 - SITE DRAWINGS

The Building Official shall require a scale drawing showing the property boundary lines, the location of the proposed building or structure and improvements, every existing building or structure on the site or lot, the existing street lines, and both easements and rights-of-way for public utilities both above and below ground and the Building Official may require, if necessary, that the location of the above be prepared and certified to by a legally registered land surveyor registered under the laws of the State of Alabama.

105.5 - TIME LIMITATION

An application for a permit for any proposed work shall be deemed to have been abandoned six (6) months after the date of filing, unless, before then a permit shall have been issued; provided that, for cause, one extension of time for a period of not more than six (6) months may be allowed by the Building Official.

105.6 - EXAMINATION OF DRAWINGS AND SPECIFICATIONS

105.6.1 Plan Review. The Building Official shall examine or cause to be examined each application for a permit and the drawings, specifications and accompanying data filed therewith and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this Code and all other pertinent county ordinances and codes.

105.6.2 Affidavits Accepted. The Building Official may accept a sworn affidavit from a registered architect or engineer stating that the drawings and specifications submitted conform to all requirements of this Code and he may without any examination or inspection accept such affidavit provided the architect or engineer who made such affidavit agrees to submit to the Building Official copies of inspection reports

as inspections are performed and upon completion of the structure, a Certificate-of-Completion that the structure has been erected in accordance with the requirements of this Code. Where the Building Official relies upon such affidavit, the architect or engineer shall assume full responsibility for the compliance with all provisions of this Code and the architect or engineer shall state in the Certificate-of-Completion that he does assume full responsibility for compliance with all provisions of this Code and all other pertinent county ordinances and codes.

105.6.3 Affidavits Required. The Building Official may require a sworn affidavit from the registered architect or engineer who prepared the drawings and specifications stating requirements in the preceding paragraph have been met, whenever in the opinion of the Building Official the size or complexity of the building, structure or installation of equipment requires such affidavit.

SECTION 106 - PERMITS

106.1 - ACTION ON APPLICATION

106.1.1 Action on Permits. The Building Official shall act upon an application for a permit with drawings and specifications as filed, or as amended, without unreasonable or unnecessary delay. If the Building Official is satisfied that the work described in an application for permit and the drawings and specifications filed therewith conform to the requirements of this Code and other pertinent county codes and ordinances, he shall issue a permit therefore to the applicant.

106.1.2 Refusal To Issue Permits. If the application for a permit and the drawings and specifications filed therewith describe work which does not conform to the requirements of this Code or other pertinent county codes or ordinances, the Building Official shall not issue a permit. Such refusal shall be in writing and shall contain the reasons therefore.

106.2 - CONTRACTORS LICENSE AND BOND REQUIRED

It shall be the duty of every contractor or builder, who shall make contracts for the erection or construction or repair of buildings for which a permit is required, and every contractor or builder making such contracts and subletting the same, or any part thereof, to pay a license tax as provided in the general license ordinance.

106.3 - CONDITIONS OF THE PERMIT

106.3.1 PERMIT INTENT

A permit issued shall be construed to be a license to proceed with the work and shall not be construed as authority to violate, cancel, alter, or set aside any of the provisions of this Code, nor shall such issuance of a permit prevent the Building Official from thereafter requiring a correction of errors in drawings or in construction or of violations of this Code. Any permit issued shall become invalid unless the work authorized by it shall have been commenced within six (6) months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of six (6) months after the time the work is commenced; provided, that for cause, extensions of time for a period not exceeding six (6) months each, may be allowed in writing by the Building Official. However, the maximum number of extensions shall not exceed three (a total of 18 months). Work permitted under the initial permit shall be commenced within a two (2) year period. Work not completed within a two and one-half (2 ½) year period shall require a new permit. Cost of the new permit shall be based upon the amount required to complete the project.

106.3.2 SPECIAL PERMITS

Whenever a building has been condemned as a public nuisance by resolution of the county commission, no building or moving permit shall be issued, nor shall any building permit be valid unless approved by resolution of the county commission. Authorized repair permits for buildings condemned by the county commission must be obtained within seven (7) days of approval and shall become invalid unless the structure is secured and weeds and trash are removed from the premises within ten (10) days of permit issuance and substantial repair is commenced within thirty (30) days of permit issuance. The permit shall also become invalid if work is abandoned for any thirty (30) day period.

106.3.3 - PERMITS NOT TRANSFERABLE

A permit is not transferable to any person, firm, or corporation to any other person, firm, or corporation.

106.4 - DRAWINGS TO BE KEPT AT SITE

When the Building Official issues a permit, he shall stamp both sets of drawings "Reviewed." One set of drawings shall be retained by the Building Official and the other set shall be returned to the applicant. The stamped drawings shall be kept at the site of work and shall be open to inspection by the Building Official or his authorized representative.

106.5 – POSTING OF PERMIT

Work requiring a building permit shall not commence until the permit holder or his agent posts the building permit card in a conspicuous place on the front of the premises. The position shall be protected from the weather and located in such position as to permit the Building Official to conveniently make the required entries thereon. This permit card shall be maintained in such position by the permit holder until the Certificate of Occupancy is issued by the Building Official.

106.6 - PERMITS ISSUED UPON AFFIDAVITS

Whenever a permit is to be issued in reliance upon an affidavit as provided in 105.6.2 and 105.6.3 or whenever the work to be covered by a permit involves construction under conditions which, in the opinion of the Building Official, are hazardous or complex, the Building Official shall require that the architect or engineer who signed the affidavit or made the drawings or computations shall supervise such work, be responsible for its conformity with the filed drawings, and forthwith upon its completion make and file with the Building Official a Certificate-of-Completion that the work has been done in conformity with the filed drawings and with all the applicable provisions of this Code. The architect or engineer shall state in the Certificate-of-Completion that he assumes full responsibility for compliance with all

provisions of this Code and all other pertinent county ordinances and codes. In the event such architect or engineer is not available, the owner shall employ in his stead an architect or engineer who shall make said certification.

106.7 - FOUNDATION PERMITS

When application for permit to erect or enlarge a building has been filed and pending issuance of such permit, the Building Official may, at his discretion, issue a special permit for the foundations of such building. The holder of such a special permit shall proceed at his own risk and without assurance that a permit for the superstructure will be granted.

SECTION 107 - FEES

107.1 - PRESCRIBED FEES

A permit shall not be issued until the fees prescribed in this section have been paid. Nor shall an amendment to a permit be approved until the additional fee, if any, due to an increase in the estimated cost of the building or structure, has been paid.

107.2 - WORK COMMENCING BEFORE PERMIT ISSUANCE

Where work for which a permit is required by this Code is started or proceeded with, prior to obtaining the necessary permit, the fees herein specified shall be doubled, but the payment of such double fee shall not relieve any person from fully complying with the requirements of this Code in the execution of the work nor from any other penalties prescribed herein. Repeated violations within a 12 month period shall result in a double fee plus \$25.00. The issuance of a belated permit hereunder shall not waive or otherwise affect in any manner a prosecution under section 113 of this code.

107.3 - ACCOUNTING

The Building Official shall keep an accurate accounting of all permit fees and other monies collected, the names of all persons upon whose account the same was paid, the date and the amount thereof. Such accounting records shall be maintained for a minimum period of seven (7) years in accordance with state law.

107.4 - SCHEDULE OF PERMIT FEES

On all buildings, structures or alterations requiring a building permit, as set forth in Section 105, fees shall be paid as required at the time of filing application, in accordance with the following schedule:

107.4.1 Building Permit

NOTE: Minimum Permit Fee-\$50.00

107.4.1.1. Where the valuation does not exceed \$250.00, no fee shall be required unless an inspection is necessary, in which case there shall be a \$50.00 fee.

107.4.1.2. For a valuation over \$250.00 up to and including \$6,000.00, the fee shall be \$50.00.

107.4.1.3. For a valuation over \$6,000.00, the fee shall be \$9.00 per thousand or fraction thereof.

107.4.2 Moving Of Buildings or Structures. For the moving of any building or structure the moving permit fee shall be \$100.00. (Does not include mobile homes.)

107.4.3 Demolition of Buildings or Structures. For the demolition of any building or structure, the permit fee shall be \$9.00 per thousand or fraction thereof. There shall be a minimum fee of \$100.00.

107.4.4 Temporary Group A-Tent. To erect a temporary Group A-Tent, the permit fee shall be \$50.00.

107.4.5 Sign Erection. To erect a sign, the permit fee shall be \$9.00 per thousand or fraction thereof of the valuation subject to a minimum permit fee of \$50.00.

107.4.6 Gasoline Dispenser Installation. To install a gasoline dispenser, the minimum permit fee shall be \$50.00 for the first dispenser. Each additional dispenser shall be \$25.00 each.

107.4.7 Duplicate Certificate Of Occupancy. For the issuance of any duplicate Certificate of Occupancy, the fee shall be \$20.00.

107.4.8. Application Submittal and Plans-Checking Fee. A non-refundable application submittal and plans-checking fee shall be paid at the time of submitting plans and specifications for checking. Said fee shall be \$1.00 per thousand or fraction thereof of the valuation. There shall be a minimum fee of \$100.00. There shall be no plans checking or appeals to the Building Code Board of Adjustments and Appeals prior to payment of the application submittal and plans-checking fee. If a building permit is obtained from the County within nine (9) months of said application submittal, the cost thereof shall be reduced by the amount of the application submittal and plans-checking fee.

107.5 - BUILDING PERMIT VALUATIONS

If, in the opinion of the Building Official, the valuation of building alteration, or structure appears to be underestimated on the application, permit shall be denied, unless the applicant can show detailed estimated cost to meet the approval of the Building Official. Permit valuations shall include total cost, such as plumbing, electrical, mechanical equipment and other systems. A current building valuation chart provided by the International Code Council shall be utilized to determine these costs.

107.6 - FEES, HOW PAID

All fees for permits and inspections required under this Code shall be paid at the office of the Inspection Services, in the Birmingham Courthouse.

107.7 - REFUND OF FEES

Refund of fees paid for a building permit can be made if the following conditions have been met:

1. No work has begun under said permit; and
2. The filing by the permit holder of a refund claim with Jefferson County within six (6) months of the date of issuance of said permit. There shall be an administrative charge of \$30.00 on all refunds, and there shall be no refund of a minimum permit fee.

SECTION 108 - INSPECTIONS

108.1 - INSPECTIONS-GENERAL

108.1.1 Existing Building Inspections. Before issuing a permit, the Building Official may examine or cause to be examined any building for which an application has been received for permit to enlarge, alter, repair, move, demolish, or change the occupancy. He shall inspect all buildings and structures, from time to time, during and upon completion of the work for which a permit was issued. He shall make a record of every such examination and inspection and of all violations of this Code.

108.1.2 Manufacturers and Fabricators. When deemed necessary by the Building Official, he shall make an inspection of materials or assemblies at the point of manufacture or fabrication. He shall make a record of every such examination and inspection and of all violations of this Code.

108.1.3 Inspection Service. The Building Official may make, or cause to be made, the inspections called for by these requirements. He may accept reports of inspectors of recognized inspection services provided that after investigation he is satisfied as to their qualifications and reliability. No certificate called for by any provision of these requirements shall be based on such reports unless the same are in writing and certified by a responsible officer of such service.

108.1.4 Inspection Exemption. No inspection shall be made of any new building or addition to an existing building which is exempt from inspection requirements as specified in 105.1.6 of this Code.

108.2 - INSPECTIONS REQUIRED

108.2.1 Inspections Prior To Issuance of Certificate. The Building Official shall inspect or cause to be inspected at various intervals all construction or work for which a permit is required, and a final inspection shall be made of every building or structure upon completion, prior to the issuance of the Certificate of Occupancy, as required in Section 109.

108.2.2 Required Inspections. The Building Official upon notification from the permit holder or his agent shall make the following inspections of buildings and such other inspections as may be necessary, and shall either approve that portion of the construction as completed or shall notify the permit holder or his agent of any violations to comply with this Code:

1. Foundation Inspection: To be made after trenches are excavated and forms erected.
2. Foundation Dampproofing: To be made after dampproofing material applied, protection board installed, drain tile installed, gravel placed over drain tile and after filter material placed over gravel.
3. Slab Inspection: To be made after ground preparation complete, slag and reinforcement in place if warranted, rough plumbing and electrical work in slab inspected and vapor barrier in place.
4. Frame Inspection: To be made after the roof, all framing, fire-blocking and bracing is in place, all concealed wiring, all pipes, chimneys, ducts and vents are complete and inspected. Protection of joints and penetrations in fire-resistance-rated assemblies shall not be concealed from view until inspected and approved.
5. Final Inspection: To be made after the building is complete and ready for occupancy.

108.2.3 Other Inspections: In addition to the inspections specified above, the Building Official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this Code and other laws that are enforced by this Department.

108.2.4 Inspection Requests: It shall be the duty of the permit holder or their duly authorized agent to notify the Building Official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that is required by this Code.

108.2.5 Written Approval. Work shall not be done on any part of a building or structure beyond the point indicated in each successive inspection without first obtaining the written approval of the Building Official. Such written approval shall be given only after an inspection shall have been made of each successive step in the construction as indicated by each of the foregoing five inspections.

108.2.6 Reinforcing Steel and Structural Frames. Reinforcing steel or structural frame work of any building or structure shall not be covered or concealed in any manner whatsoever without first obtaining the approval of the Building Official.

SECTION 109 - CERTIFICATE OF OCCUPANCY

109.1 - BUILDING OCCUPANCY

A new building or an addition to an existing building shall not be occupied or a change be made in occupancy or the nature or the use of a building or part of a building until after the Building Official has issued a Certificate of Occupancy therefore. Issuance of a Certificate of Occupancy shall not be construed as an approval of a violation of the provisions of this Code or of other ordinances of this jurisdiction. The owner shall not place, or permit to be placed, on any floor of a building a greater load than the safe load so determined and posted.

109.2 - ISSUING CERTIFICATE OF OCCUPANCY

Upon completion of a building erected in accordance with approved plans, and after all final inspections are made, the Building Official shall issue a Certificate of Occupancy stating the nature of the occupancy permitted, the number of persons for each floor when limited by law, the allowable load per square foot for each floor in accordance with the provisions of this Code, the building permit number, type of construction as defined in chapter 6 of the International Building Code, the address of the structure and the name of the Building Official.

109.3 – TEMPORARY/PARTIAL OCCUPANCY.

The Building Official is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by permit, provided that such portion or portions of a building shall be safely occupied. The Building Official shall set a time period during which the temporary certificate of occupancy is valid, but shall not be for more than 180 days. The Building Official is authorized to grant extensions for demonstrated cause.

109.4 – REVOCATION.

The Building Official is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this Code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any provision of this Code.

SECTION 110 - BOARD OF ADJUSTMENTS AND APPEALS

110.1 - APPOINTMENT

There is hereby established a board to be called the Building Code Board of Adjustments and Appeals, which shall consist of five (5) members, who shall be qualified by experience and training to pass on matters pertaining to building construction. One member shall be a practicing architect, one member shall be a lawyer, two members shall be competent builders, and one member shall be an engineer, each of whom shall have had at least ten (10) years experience in his respective field. The said board shall be appointed by the Jefferson County Commission and the Jefferson County Commission may replace any member at any time and without notice. No member of the board shall receive any compensation for his services as such. The Building Official shall be an ex officio member.

110.2 - TERM OF OFFICE

Appointments to the Board of Adjustments and Appeals shall be for a term of four years except, that the respective term of the following members first appointed shall be: Three years for the lawyer and one builder, two years for the architect and one builder, and one year for the engineer. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made. Continued absence of any member from regular meetings of the Board shall, at the discretion of the Jefferson County Commission, render any such member liable to immediate removal from office.

110.3 - QUORUM

Three members of the board shall constitute a quorum. In varying the application of any provisions of this Code or in modifying an order of the Building Official, affirmative votes of the majority present, but not less than three affirmative votes shall be required. No board member shall act in a case in which he has a personal interest.

110.4 - RECORDS

The Building Official shall act as Secretary of the Board of Adjustments and Appeals and shall make a detailed record of all its proceedings, which shall set forth the reasons for its decisions, the vote of each member participating therein, the absence of a member, and any failure of a member to vote.

110.5 - PROCEDURE

The board shall establish rules and regulations for its own procedure not inconsistent with the provisions of this Code. The board shall meet at regular intervals, to be determined by the Chairman, or in any event, the board shall meet within twenty (20) days after notice of appeal has been received.

SECTION 111 - APPEALS

111.1 - TIME LIMIT

111.1.1 General. Whenever the Building Official shall reject or refuse to approve the mode or manner of construction proposed to be followed or materials to be used in the erection or alteration of a building or structure, or when it is claimed that the provisions of this Code do not apply or that an equally good or more desirable form of construction can be employed in any specific case, or when it is claimed that the true intent and meaning of this Code or any of the regulations thereunder have been misconstrued or wrongly interpreted, the owner of such building or structure, or his duly authorized agent, may appeal from the decision of the Building Official to the Board of Adjustments and Appeals. Notice of appeal shall be in writing and filed within twenty (20) days after the decision is rendered by the Building Official. A fee of \$50.00 shall accompany such notice of appeal.

111.1.2 Unsafe or Dangerous Buildings. In case of a building or structure which, in the opinion of the Building Official, is unsafe or dangerous, the Building Official, may, in his order, limit the time for such appeal to a shorter period. Appeals hereunder shall be on forms

provided by the Building Official.

SECTION 112-DECISIONS OF THE BOARD OF ADJUSTMENT AND APPEALS

112.1 - VARIATIONS AND MODIFICATIONS

112.1.1 Variances. The Board of Adjustments and Appeals, when so appealed to and after a hearing, may vary the application of any provision of this Code to any particular case when, in its opinion, the enforcement thereof would do manifest injustice, and would be contrary to the spirit and purpose of this Code or public interest, or when, in its opinion the interpretation of the Building Official should be modified or reversed.

112.1.2 Condition of Variance. A decision of the Board of Adjustments and Appeals to vary the application of any provision of this Code or to modify an order of the Building Official shall specify in what manner such variation or modification is made, the conditions upon which it is made and the reasons therefore.

112.2 - DECISIONS

112.2.1 Decisions Are Final. Every decision of the Board of Adjustments and Appeals shall be final, subject, however, to such remedy as any aggrieved party might have at law or in equity. It shall be in writing and shall indicate the vote upon the decision. Every decision shall be promptly filed in the office of the Building Official, and shall be open to public inspection; a copy shall be sent by mail or otherwise to the appellant and a copy shall be kept publicly posted in the office of the Building Official for two weeks after filing.

112.2.2 Action by Board. The Board of Adjustments and Appeals shall, in every case, reach a decision without unreasonable or unnecessary delay.

112.2.3 Action by Building Official. If a decision of the Board of Adjustments and Appeals reverses or modifies a refusal, order, or disallowance of the Building Official, or varies the application of any provision of this Code, the Building Official shall immediately take action in accordance with such decision.

SECTION 113 - VIOLATIONS AND PENALTIES

Any person, firm or corporation violating any provision of this Code or failing to comply with any of the provisions of this Code after ten (10) days written notice from the Director of Inspection Services shall be guilty of a misdemeanor punishable by a fine of not more than five hundred dollars (\$500.00) or thirty (30) days in jail, or both, and a penalty of fifty dollars (\$50.00) per day, each day during the continuance of the violation.

SECTION 114 - VALIDITY

If any section, sub-section, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Code.

Delete Table R301.2 (1) in its entirety to include footnotes and substitute the following:

TABLE R301.2 (1) CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

GROUND SNOW LOAD: 5
WIND DESIGN: (a) Speed (mph): 115V mph/51m/s
SEISMIC DESIGN CATEGORY: B
SUBJECT TO DAMAGE FROM: (a) Weathering: M
(b) Frost line depth: 12"
(c) Termite: VH
WINTER DESIGN TEMP: 21 Degree F
ICE BARRIER UNDERLAYMENT REQUIRED: NO
AIR FREEZING INDEX: 500
MEAN ANNUAL TEMP: 60 Degree F

Add Exception 6 to Section 302.1 in the "2015 Edition of the International Residential Code."

Exceptions:

6. Fire resistance separation shall not be required between a dwelling and its detached Private garage.

SECTION R302.2 – TOWNHOUSES

Delete the following: Electrical installations shall be in accordance with Chapters 34 through 43 of the "2015 Edition of the International Residential Code" and substitute the following:

Electrical installations shall be installed according to the 2014 Electrical Code of Jefferson County.

Add Subsection R302.2.5 to Section R302.2 in the "2015 Edition of the International Residential Code."

R302.2.5 Each townhouse shall be served by its own individual water service line, gas service line, electrical service line, sewer line, telephone line and cablevision line, and none of these lines, utilities or facilities shall cross over, under or through any adjoining townhouse and/or attached unit and no such line, utility or facility shall cross any property line separating such townhouses or units except as provided for in this code.

Exception: Electrical service lines, telephone lines and cablevision lines shall be permitted to be placed across property lines separating townhouses or units provided:

1. All conductors, cables and lines shall originate at a point separate and independent of the exterior wall of any townhouse or group of units, and

2. Any conductor, cable or line shall not cross over or through any adjoining townhouse and/or attached unit, and

3. Any conductor, cable or line shall be installed as follows:

(a.) Any electric conductor for individual units shall be placed in its separate schedule 80 conduit from point of origin to service equipment located in each individual unit, and said conduit shall be sized to provide for a 25% future increase in conductor ampacity over the initial conductor ampacity required, and

(b.) Any telephone or cablevision conductor, cable or line for individual units shall be placed in its separate schedule 40 PVC conduit from point of origin to each individual unit and said conduit shall be sized for anticipated future requirements over the current needs, and

(c.) Such conduits shall be installed under not less than two (2) inches of concrete beneath each unit or buried a minimum of eighteen (18) inches if under crawl spaces.

(d.) All plans, recordable plots, sales contracts, and deeds shall identify the location and widths of easements set forth to accommodate conduits.

TABLE R302.6 DWELLING-GARAGE SEPARATION

Option: In lieu of 5/8" Type X gypsum board @ Basement Garage ONLY, an approved hardwired smoke and heat detector with battery backup may be used.

SECTION R313 AUTOMATIC FIRE SPRINKLER SYSTEMS

This section is left in the 2015 International Residential Code but provided as optional to the contractor. Should they elect to install an Automatic Fire Sprinkler System, where installed, automatic residential fire sprinkler systems shall be installed in accordance with section P2904 or National Fire Protection Association 13D.

Chapter 11 ENERGY EFFICIENCY - Delete completely and replace with Chapter 11 of the 2009 Edition of the International Residential Code to include the following modifications to be in compliance with the State Energy Code.

N1101.7.1 Protection of exposed foundation insulation. Delete without replacement.

N1101.8 Above Code Programs. Above code programs shall be permitted upon approval by the Alabama Residential and Energy Code Board.

N1101.9 Certificate. A permanent certificate shall be permitted to be posted on or in the electrical distribution panel. If posted, the certificate shall not cover or obstruct the visibility of the circuit directory label, service disconnect label or other required labels. The certificate shall be completed by the builder or registered design professional. The certificate shall list the predominant R-values of installation installed in or on the ceiling/roof, walls, foundation (slab, basement wall, crawlspace wall and/or floor) and ducts outside conditioned spaces; U-factors for fenestration; and the solar heat gain coefficient (SHGC) of fenestration. Where there is more than one value for each component, the certificate shall list the value covering the largest area. The certificate shall list the types and efficiencies of heating, cooling and service water heating equipment. Where gas-fired unvented room heaters, electric furnace and/or baseboard electric heater is installed in the residence, the certificate shall list "gas-fired unvented room heater," "electric furnace" or baseboard electric heater," as appropriate. An efficiency shall not be listed for gas-fired unvented room heaters, electric furnaces or electric base board heaters.

N1102.1 Insulation and Fenestration Requirements by Component. Delete and substitute Table 402.1.1 Insulation and Fenestration Requirements by Component from the 2009 IECC.

TABLE 402.1.1
INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT a

CLIMATE ZONE	FENESTRATION U-FACTOR ^b	SKYLIGHT U-FACTOR ^b	GLAZED FENESTRATION SHGC ^{b e}	CEILING R VALUE	WOODFRAME WALL R-VALUE	MASS WALL R-VALUE	FLOOR R-R-VALUE	BASEMENT WALL R-VALUE	SLAB R-VALUE & DEPTH	CRAWL SPACE WALL R-VALUE
1	1.2	0.75	0.30	30	13	¾	13	0	0	0
2	0.65j	0.75	0.30	30	13	4/6	13	0	0	0
3	0.50j	0.65	0.30	30	13	5/8	19	5/13f	0	5/13
4 except Marine	0.35	0.60	NR	38	13	5/10	19	10/13	10, 2ft	10/13
5 and Marine 4	0.35	0.60	NR	38	20 or 13+5h	13/17	30g	10/13	10, 2ft	10/13
6	0.3	.60	NR	4	20 or 13+5h	15/19	30g	15/19	10, 4ft	10/13
7 and 8	0.35	0.60	NR	49	21	19/21	38g	15/19	10, 4ft	10/13

For SI: 1 foot = 304.8 mm.

a. R-values are minimums. U-factors and SHGC are maximums. R-19 batts compressed into a nominal 2 x 6 framing cavity such that the R-value is reduced by R-1 or more shall be marked with the compressed batt R-value in addition to the full thickness R-value.

b. The fenestration U-factor column excludes skylights. The SHGC column applies to all glazed fenestration.

c. "15/19" means R-15 continuous insulated sheathing on the interior or exterior of the home or R-19 cavity insulation at the interior of the basement wall. "15/19" shall be permitted to be met with R-13 cavity insulation on the interior of the basement wall plus R-5 continuous insulated sheathing on the interior or exterior of the home. "10/13" means R-10 continuous insulated sheathing on the interior or exterior of the home or R-13 cavity insulation at the interior of the basement wall.

d. R-5 shall be added to the required slab edge R-values for heated slabs. Insulation depth shall be the depth of the footing or 2 feet, whichever is less in Zones 1 through 3 for heated slabs.

e. There are no SHGC requirements in the Marine Zone.

f. Basement wall insulation is not required in warm-humid locations as defined by Figure 301.1 and Table 301.1.

- g. Or insulation sufficient to fill the framing cavity, R-19 minimum.
 - h. "13+5" means R-13 cavity insulation plus R-5 insulated sheathing. If structural sheathing covers 25 percent or less of the exterior, insulating sheathing is not required where structural sheathing is used. If structural sheathing covers more than 25 percent of the exterior, structural sheathing shall be supplemented with insulated sheathing of at least R-2.
 - i. The second R-value applies when more than half the insulation is on the interior of the mass wall.
 - j. For impact rated fenestration complying with Section R301.2.1.2 of the International Residential Code or Section 1608.1.2 of the International Building Code, the maximum U-factor shall be 0.75 in Zone 2 and 0.65 in Zone 3.
- N1102.2.3 Access Hatches and Doors. Access doors from conditioned spaces to unconditioned spaces (e.g., attics and crawl spaces) shall be weather-stripped and insulated to a level in accordance with the following insulation values:

1. Hinged vertical doors shall have a maximum U-Factor of U-0.20 (R-5 minimum);
2. Hatches/scuttle hole covers shall have a maximum U-Factor of U-0.05 (R-19 Minimum);
3. Pull down stairs shall have a maximum U-Factor of U-0.20 with a minimum of 75 percent of the panel area having (R-5 minimum) insulation.

Access shall be provided to all equipment that prevents damaging of compressing the insulation. A wood framed or equivalent baffle or retainer is required to be provided when loose fill insulation is installed, the purpose of which is to prevent the loose fill insulation from spilling into the living space when the attic access is opened, and to provide a permanent means of maintaining the insulation R-value of the loose fill insulation.

N1102.2.8 Slab-on –grade Floors. Section deleted.

N1103.2.1 Programmable Thermostats. Section deleted.

N1103.2.1 Insulation. All ducts not in a conditioned space shall be insulated to a minimum of R-6. All supply ducts in the attic shall be insulated to a minimum of R-8.

Exception: Ducts or portions thereof located completely inside the building thermal envelope.

International Residential Code, Chapter 16, DUCT SYSTEMS

Delete Section M1601.4.1 in its entirety and replace with the following to comply with State Residential Energy Code:

M1601.4.1 Joints and Seams. Joints of duct systems shall be made substantially airtight by means of tapes, mastics, liquid sealants, gasketing or other approved closure systems. Closure systems used with rigid fibrous glass ducts shall comply with UL181A and shall be marked 181A-P for pressure-sensitive tape, 181A-M for mastic or 181A-H for heat-sensitive type. Closure systems used with flexible air ducts and flexible air connectors shall comply with UL 181B and shall be marked 181B-FX for pressure sensitive tape or 181B-M for mastic. All metal to metal connections shall be mechanically fastened. All duct connections shall be sealed. Mechanical fasteners for use with flexible nonmetallic air ducts shall comply with UL181B and shall be marked 181B-C. Crimp joints for round metal ducts shall have a contact lap of at least 1-1/2 inches (38 mm) and shall be mechanically fastened by means of at least three sheet-metal screws or rivets equally spaced around the joint. Closure systems used to seal metal ductwork shall be installed in accordance with the manufacturer's installation instructions.

The following new section is added to Chapter 16 Duct Systems

M1601.4.1.1 Duct Leakage. Leakage of ducts to unconditioned space shall be less than or equal to 8 cfm (226.5 L/min) per 100 sq. ft. (9.29 sq. m.) of conditioned floor area or a total leakage less than or equal to 12 cfm (12 L/min) per 100 sq. ft. (9.29 sq. m.) of conditioned floor area when tested at a pressure differential of 0.1 inches w.g. (25 Pa) across the entire system, including the manufacturer's air handler space.

Exception: Duct tightness test is not required if air handler and all ducts are located within the conditioned space.

Delete Section G2418.2 from the International Residential Code and replace with the following to comply with the State Energy Code.

G2418.2 Design and Installation. Piping shall be supported with metal pipe hooks, pipe straps, bands, brackets, hangers, building structural components, or other approved methods suitable for the size of the piping, of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration. Piping shall be anchored to prevent undue strains on connected equipment and/or appliances and shall not be supported by other piping. Manufactured pipe hangers and supports shall conform to the requirements of MSS SP-58 and shall be spaced in accordance with Section G242. Supports, hangers, and anchors shall be installed so as not to interfere with free expansion and contraction of the piping between anchors. All parts of the supporting equipment shall be designed and installed so they will not be disengaged by movement of the supporting piping.

Delete Sections 2701 and 2702 in Chapter 27 of the "2015 Edition of the International Building Code" and substitute in lieu thereof the following Section 2701.

Section 2701 – General

2701.1 Scope. This chapter governs the electrical components, equipment and systems used in buildings and structures covered by this code. Electrical equipment, components and systems shall be designed and constructed in accordance with the provisions of the 2014 Electrical Code of Jefferson County, Alabama.

Delete Section 3303 in Chapter 33 of the "2015 Edition of the International Building Code" and substitute in lieu thereof the following Section 3303.

SECTION 3303 - MOVING OF BUILDINGS AND DEMOLITION OF BUILDINGS

3303.1 - GENERAL

No building or part of any building shall be moved through or across any sidewalk, street, alley or highway, or be wrecked, demolished or otherwise torn down within any area described in 101.3.1 without first obtaining a permit from the Building Official. The Building Official shall set forth in the moving permit the route to be taken, the limit of time in which to effect the move and the type of escort required.

3303.2 - WRITTEN APPLICATION

3303.2.1 To Move A Building. Any person desiring to move a building shall first file with the Building Official a written application setting forth the following information:

1. Type and kind of building to be moved.
2. The original cost of such building.
3. The extreme dimensions of the length, height and width of the building.
4. Its present location and proposed new location by street numbers, and by metes and bounds or if subdivided, by lot, block and subdivision.
5. The approximate time such building will be upon the streets or highways and the exact route that will be taken from present to new location.
6. Information showing the availability of public liability coverage to the extent hereinafter required.

3303.2.2 To Demolish A Building. Any person desiring to wreck, demolish or otherwise tear down a building shall first file with the Building Official a written application setting forth the following information:

1. Type and kind of building to be wrecked, demolished or otherwise torn down.
2. Extreme dimensions of the length, height and width of the building.
3. Its present location by street numbers, and by metes and bounds or if subdivided, by lot, block or subdivision.
4. The present location of the building with relation to streets, sidewalks and other adjacent public ways.
5. Information showing the availability of public liability coverage to the extent hereinafter required.

3303.3 - DISCONNECTION OF SEWERS AND UTILITIES

3303.3.1 To Move A Building. No work shall be commenced to prepare any building for moving until all utilities have been disconnected by the respective utility companies and no work shall be accomplished except that work necessary to raise and load the building on house moving equipment until the building sewer has been plugged, inspected and approved. In no case shall the building drain be disconnected or broken in such manner as to allow dirt, debris or surface water to enter the sewer system of Jefferson County.

3303.3.2 To Demolish A Building. No work shall be commenced to demolish any building or structure until all utilities have been disconnected by the respective utility companies and the building sewer plugged, inspected and approved by the Jefferson County Environmental Services Department. Except, that when it can be proved to the Jefferson County Environmental Services Department that the plugging of the sewer is not possible or feasible prior to beginning work, written permission may be given to proceed with the demolition work in such manner and under such provisions as may be determined to be necessary to properly protect the sewer system of Jefferson County.

3303.4 - BUILDING OFFICIAL SHALL REJECT WHEN

If, in the opinion of the Building Official, the moving of any building will cause serious injury to persons or property, or serious injury to the streets or other public improvements, or the building to be moved has deteriorated more than twenty-five percent of its original value by fire or other element, or the moving of the building will violate any of the requirements of this Code or of the Zoning Regulations of the County, the permit shall not be issued; and the building shall not be moved over the streets or highways of Jefferson County. Any building being moved for which permit was granted shall not be allowed to remain in or on the streets or highways of the County for more than six (6) hours in any twenty-four (24) hour period.

3303.5 - BOND REQUIRED

3303.5.1 To Move A Building. The Building Official, as a condition precedent to the issuance of a permit to move a building, shall require a bond in the amount of Five Thousand Dollars (\$5,000.00) to be executed by the applicant desiring such removal permit with a corporate surety authorized to engage in the business of writing security bonds in the State of Alabama. Such bond shall name Jefferson County as obligee and shall indemnify the County against any damage to street, curbs, sidewalks, shade trees, highways, sewers, and any other County property which may be affected by the moving of the building. Such surety bond shall also be conditioned upon and liable for the strict compliance with the terms of said permit as to the route to be taken and limit of time in which to effect such removal and to clear the lot on which the building was situated of all debris occasioned by its removal, and to repair or compensate for the repair of any damage to County property or public improvements, and to pay said County as liquidated damages the amount of Fifty Dollars (\$50.00) for each and every twenty-four hour period such building remains upon a public street in excess of six (6) hours and provided further that the Building Official may require of the principal an increase in the amount of any such bond whenever, in his opinion, additional security is required to protect the County.

3303.5.2 To Demolish A Building. The Building Official, as a condition precedent to the issuance of a permit to wreck, demolish or otherwise tear down a building, shall require a bond in the amount of Five Thousand Dollars (\$5,000.00) to be executed by the applicant desiring such demolition permit with a corporate surety authorized to engage in the business of writing surety bonds in the State of Alabama. Such bonds shall name as obligee the County and shall indemnify the County against any damage to streets, curbs, sidewalks, shade trees, highways, sewers, and any other County property which may be affected by the demolition of such buildings. Such security bond shall also be conditioned upon and liable for strict compliance with the terms of said permit as to the time in which to affect such demolition, and to repair or compensate for the repair of any damage to County property or public improvements, and in clearing all public streets, alleys and highways, and in cleaning and clearing the lot on which the building was demolished, of all debris occasioned thereby; provided, however, that in lieu of a separate bond for each such permit, a bond conditioned as above provided and issued by a corporate surety authorized to write surety bonds in the State of Alabama to cover all such permits issued to the principal named therein during the time such bond remains in force and effect; and provided further that the amount of such bond shall at all times be in an amount which is not less than Five Thousand Dollars (\$5,000.00) multiplied by the number of such permits issued to said principal within the immediately preceding thirty (30) days; and provided further that the Building Official may require of the principal an increase in the amount of any such bond whenever, in his opinion, additional security is required to protect the County.

3303.6 - PUBLIC SAFETY REQUIREMENTS

3303.6.1 Lights Required. Every building which occupies any portion of public property after sundown shall have sufficient lights continuously burning between sunset and sunrise for the protection of the public.

3303.6.2 Number and Location of Lights. There shall be a minimum of five (5) red lights placed on each street side of the building; such red lights shall be attached to the building in such a fashion as to indicate extreme width, height and size.

3303.6.3 Escort Flagmen Required. When a building is moved between sunset and sunrise, or when, in the opinion of the Building Official, flagmen are necessary to divert or caution traffic, the person, firm or corporation moving such building shall employ at their expense two flagmen, one of which must be a deputy sheriff in uniform having full police power within Jefferson County. The flagmen must be stationed at the intersections immediately ahead of and behind the building. The flagmen shall remain at these intersections diverting and cautioning traffic until move is completed. Red lights shall be employed in flagging traffic at night.

3303.6.4 Reports Required. The person, firm or corporation having completed the moving of a building is hereby required to report the completed move to the Building Official by 10 A.M. on the morning after the building is moved or if the Building Official's office is closed, by 10 A.M. on the next date the Building Official's office is open. The report must properly identify the building, the time it entered the streets or highways of Jefferson County, and the time it was placed on the lot or reached the county limits of Jefferson County. Said report shall indicate any and all damages as a result of the moving of the building. It shall be required that this report be confirmed in writing, on forms furnished by the Building Official, within not more than 48 hours after the report is given to the Building Official as herein required, and it shall be duly signed by the person, firm or corporation who moved the building and the deputy sheriff in uniform who escorted the move.

3303.6.5 Duties of Police Escort. It shall be the duty of the deputy sheriff in uniform who escorts any house moved through the streets or highways of Jefferson County, to first determine that the person, firm or corporation moving the building has been issued a valid moving permit to move said building, and that it is being moved along the route designated in said permit and that it is being moved within the time limit stipulated on said permit.

3303.6.6 Liability Insurance Required. Anything herein to the contrary notwithstanding, no work shall be performed under a permit to move a building, or a permit to wreck, demolish or otherwise tear down a building, during any period of time when there is not in full force and effect a public liability insurance policy written by an insurance company authorized to write policies of liability insurance in the State of Alabama, covering the applicant, and the applicant's servants, agents and employees, with minimum coverage of Fifty Thousand Dollars (\$50,000.00) for property damage and One Hundred Thousand dollars (\$100,000.00) for personal injury or death of one person and with Three Hundred Thousand Dollars (\$300,000.00) as liability coverage resulting from any one accident. The applicant shall deliver to the Building Official, prior to beginning of any work under any such permit, a Certificate of Insurance showing the existence of such coverage, which Certificate shall contain a provision that the insurance coverage shall not be cancelled without at least five (5) days prior notice thereof being given by the insurance company to the Building Official.

Exception: Property owners who demolish buildings on their property are not required to have liability insurance.

3303.7 - LOT PREPARATION

Where a building or structure has been demolished or removed from any lot, it shall be the responsibility of the holder of the demolition or house move permit to repair the lot to a safe and sanitary condition. These repairs shall meet the approval of the Building Official or his agents, and shall include, but not be limited to, the following:

1. Remove all organic material, trash and weeds from the premises.
2. All basements, cavities, pits or other similar conditions shall be filled with In-organic material. All such fill material shall have a minimum cover of 8 inches of earth.
3. All concrete slabs shall be removed and the lot shall be graded to a reasonably smooth finish and filled so that no surface water will stand.

3303.8 - IMPROVEMENTS BY OWNER

The owner of any house, building, or structure proposed to be moved shall make all necessary improvements required in order for said house, building or structure to comply with the requirements of the building code and other applicable county codes within 90 days from the date of issuance of the moving permit. Extensions of such time as deemed reasonable may be granted by the Building Official upon a showing of delay caused by matters beyond the control of the owner and/or house mover. The application for the moving permit shall be accompanied by an application for a building permit, accompanied by complete plans and specifications showing the changes and/or conditions of said

house, building, or structure as the same is proposed to be when moving, and all contemplated improvements, signed by the owner or the owner's agent. The building permit shall be issued prior to issuance of the moving permit.

2015 INTERNATIONAL EXISTING BUILDING CODE

The 2015 International Existing Building Code is herein adopted by reference into this code. All work permitted to be performed under this Existing Building Code will be in compliance of all other codes adopted by Jefferson County except specific sections indicated within this code. All fees will be according to the fee schedules indicated elsewhere in the Jefferson County Codes. It shall be the responsibility of the permitting entity to determine with the Jefferson County Director of Inspection Services the scope of the work involved and whether a change of occupancy will be determined and therefore which code sections will be applicable for this work prior to obtaining permits for construction.

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

Dec-3-2015-1123

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Luis F. Pineda, M.D., which increases maximum hours per week from 8 to 12 to provide oncology/hematology services and to increase compensation from \$250 per hour to \$300 with annual compensation not to exceed \$150,000 annually

Contract ID: CON-00007233

Luis Pineda, MD

AMENDMENT TO CONTRACT

This is Amendment I to the Contract by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services "the County" and Dr. Luis Pineda, hereinafter referred to as "Physician Provider."

WITNESSETH:

WHEREAS, the County 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 effective November 1, 2015:

The contract which was approved by the Jefferson County Commission on April 9, 2015, and recorded in Minute Book 168; Page(s) 4, is hereby amended as follows:

- Item 1.4 Hours: The parties agree to increase the Physician Provider maximum of hours per week to perform duties by 4 hours; from a maximum hours per week of 8 hours to a maximum per week of 12 hours.
- Item 3.1 Compensation: County shall increase pay to Physician Provider from an amount of \$250 per hour to \$300 per hour. The annual amount shall increase from \$104,000 annually to an amount not to exceed \$150,000 annually.
- All other terms and conditions of the original contract remain the same.

JEFFERSON COUNTY, ALABAMA:

James "Jimmie" Stephens, President - Jefferson County Commission

PHYSICIAN PROVIDER

Luis Pineda, MD

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

Dec-3-2015-1124

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Leland Eaton, M.D. to provide physician services to primary care outpatients for the period December 1, 2015 - November 30, 2016 in an amount not to exceed \$208,800.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services (CGMHS) and Laboratory Corporation of America Holdings to provide testing services, not performed by CGMGS lab, and to provide maintenance/support for lab equipment for FY2015-2016 in the amount of \$400,000.

CONTRACT NO. 00007328

IB #22-14

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 30th day of January, by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services hereinafter called "the County", and Laboratory Corporation of America Holdings, hereinafter called "LabCorp". The effective date of this agreement shall be September 1, 2015.

WHEREAS, the County desires to contract for Cooper Green Mercy Health Services, "Laboratory Division," hereinafter called "the County"; and

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

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

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

2. SCOPE OF SERVICES: This Contract results from Jefferson County's Invitation to Bid No. 22-14 dated December 6, 2013, the terms of which are included herein by reference. The Contractor shall perform all necessary services provided under this Contract as required by the County. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the following:

Must provide in-house clinical service in the following disciplines of the Clinical Laboratory:

- a. Chemistry, including Endocrine Service
- b. Hematology, including Factor Assays
- c. Immunology, serological procedures for infectious diseases
- d. Virology, including culture of all pathogenic viruses
- e. Micro biology, all cultures

Must provide on-line test result reporting (CPU to CPU) including:

- a. Equipment
- b. Reporting systems
- c. Software interface with Jefferson Health System LIS (Medshpere)
- d. Cost paid by successful bidder (approximately \$25,000)-contact, Information Services Software
- e. Assistance in preparing dictionaries for interface
- f. Interface must be operational before bid award is final.

Must provide equipment (PC, Printer, and Connection) for downtime requisitioning and resulting and database queries (test specifications, result, etc.) at no charge.

Must meet and maintain CAP requirements for accreditation.

Must provide a complete description of Quality Assurance mechanism utilized.

Must provide technical data and evaluation criteria on methodologies used.

Must provide written notification of additions, changes, or deletions of test methodologies as they occur.

Must provide an adequate supply of specimen collection and handling materials.

Must provide an adequate supply of current Directory of Services manuals with updates as available.

Manual must include specimen requirements (type, volume, container, and special collection instructions), specimen handling, and causes for rejection.

Must provide CPT codes for tests/methods used.

Must provide repeat testing at no charge.

Must provide a schedule of testing frequency, turnaround time, and where the testing is performed

Must provide timely courier service, including STAT pick up.

Must provide a list of tests which are available in this metropolitan area, especially STAT or same day turnaround, i.e., Toxicology, CK-MB, Troponin, hCG., etc.

Must provide staff member to build testing for interface.

Must provide a current schedule of competitive reference lab fees for both in-house and outside referral laboratory, prices being fixed for contract period.

Must maintain bid price for the contract period.

Must have the capability to provide the following:

- Provide a hard copy net pricer of all catalog items showing manufacturer list price, selling price and percentage discounted from full line catalog.
- Provide an electronic CD with all core list items.

Must bill on a monthly basis with an itemized invoice reflecting discounted price per test with reference work inclusive.

- Electronic transfer of requisitions and result, i.e., a PC system LabCorp LCM or approved equal.
- CPU to CPU transfer of requisitions and results, i.e., the current LIS interface.

CPU to CPU transfer with PC system backup is minimum acceptable.

If this bid requires a change from our current reference lab, CPU to CPU transfer of orders and results must be operational before the change in reference labs is affected

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render services to the County beginning September 1, 2015 through September 30, 2016. The completion date of all services under this Contract is September 30, 2016.

4. COMPENSATION: LabCorp has provided and agrees to provide reference clinical laboratory services to the County (the "Services") in accordance with the Test Request Requisition Forms (TRFs) received from referring physicians, therefore, effective January 6, 2014 the Contractor shall be compensated for Services rendered based upon the pricing and testing provided in accordance with the attached fee schedule, Exhibit A.

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

6. 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, Each of the parties represents and warrants to the other party, with respect to all protected health information (as that term is defined under the HIPAA privacy regulation, as amended from time to time), that it is a covered entity and not a business associate of the other party under the HIPAA privacy regulation and that it shall protect the privacy, integrity, security, confidentiality and availability of the protected health information disclosed to, used by, or exchanged by the parties by implementing appropriate privacy and security policies, procedures, and practices and physical and technological safeguards and security mechanisms, all as required by, and set forth more specifically in, the HIPAA privacy regulations and the HIPAA security regulations.

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

8. NON-DISCRIMINATION POLICY: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

9. 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.

10. TERMINATION OF CONTRACT: This contract may be terminated by either party with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, either party shall have the right to immediately terminate the contract with written notice of breach and default to the breaching/defaulting party.

11. LIABILITY: Neither party shall represent or hold themselves out to others as an agent of or act on behalf of the other party. 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

to the extent that such costs and liabilities are proximately caused by the negligence or willful misconduct of Contractor.

LabCorp shall not be liable for any claims or damages and shall be excused for such claims, damages, failures and delays in the performance of its obligations under this Agreement due to any act or cause beyond the reasonable control and without the fault of LabCorp including, without limitation, acts of God such as fire, flood, tornado, earthquake; acts of government (i.e., civil injunctions or enacted statutes and regulations); or acts or events caused by third parties such as riot, strike, power outage or explosion; or the inability due to any of the aforementioned causes to obtain necessary labor or materials.

12. HOLD HARMLESS AND INDEMNIFICATION; Contractor 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 against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, 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, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations to the extent that such costs and liabilities are proximately caused by the negligence or willful misconduct of LabCorp.

LabCorp obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, LabCorp shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability,

13. 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.

14. INSURANCE: Contractor will maintain such insurance as will protect it 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.

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

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

16. ASSIGNMENT No portion of this ITB 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 Bidder to subcontract (assign) any portion of this contract, the Successful Bidder will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Bidder must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

17. STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9

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.

18. PREVENTION OF FRAUD, WASTE AND ABUSE

The terms of this Agreement are intended to be in compliance with all federal, state and local statutes, regulations and ordinances applicable on the date the Agreement takes effect including but not limited to, the Health Insurance Portability and Accountability Act of 1996, as amended, and its accompanying regulations ("HIPAA"), the Program Fraud Civil Remedies Act of 1986, the Deficit Reduction Act of 2005, the related Federal Civil False Claims Act and State False Claims Acts, and associated whistleblower protections.

LABORATORY has written policies and procedures for detecting and preventing fraud, waste, and abuse and expects that test orders, services, supplies or materials provided to LABORATORY are in accordance with the requirements of the applicable federal and state laws.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties hereto concerning the subject matter herein and is a complete statement of the terms thereof and shall supersede all previous understandings between the parties, whether oral or written with respect to the subject matter herein. The parties shall not be bound by any representation made by either party or agent of either party that is not set forth in this Agreement. Any applicable provisions required by federal, state, or local law are hereby incorporated by reference. In the event there is a conflict of terms between this Agreement and the ITB response, the terms of this Agreement shall prevail.

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

LABORATORY CORPORATION OF AMERICA HOLDINGS

Parthia Gentles Hudson, Vice President Controller

JEFFERSON COUNTY, ALABAMA;

James A. Stephens, President - Jefferson County Commission

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

Dec-3-2015-1126

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of General Services is hereby authorized to execute CCDs (Construction Change Directives) to more efficiently manage the Tom Gloor HVAC Replacement Project: The Director shall present for Commission approval a final summary Change Order at the end of the project to reconcile the executed CCDs.

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

Dec-3-2015-1127

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Brown Mechanical Contractors, Inc., lowest responsible bidder, for the Tom Gloor Building HVAC System Upgrade project in the amount of \$1,531,669.

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

Dec-3-2015-1128

WHEREAS, the Office of Senior Citizens to date has functioned as a department of the County to maximize the quality of life for the senior citizens of Jefferson County; and

WHEREAS, the Department of Community Development of Jefferson County serves as the hub for the development of economic and community advancement opportunities for the citizens of Jefferson County; and

WHEREAS, the County Manager, in accordance with his prescribed duties, should from time to time make determinations which can result in greater economy and efficiency in County government to include making recommendations to the County Commission regarding

the creation, dissolution, merger or modification of organizational elements of the County.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the County Manager, the Office of Senior Citizens is hereby merged into the Department of Community Development and the Department of Community Development shall be renamed the Department of Human-Community Services and Economic Development.

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

Dec-3-2015-1129

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Workforce Innovation and Opportunity Act (WIOA) Supportive Services Agreement between Jefferson County, Alabama and United Way of Central Alabama for the period September 1, 2015 to June 30, 2016 in the amount of \$475,000 (Adult Workers - \$425,000/Dislocated Workers \$50,000).

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

Dec-3 -2015-1130

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President of the County Commission is authorized to execute any and all documentation relating to the sale of that certain real property, which is identified as Spring Gardens Phase III ("SG3") and Spring Gardens Phase IV ("SG4") and the assumption of those certain loans made by Jefferson County, Alabama which are secured by SG3 and SG4; and

BE IT FURTHER RESOLVED that the Commission President is hereby authorized to sign all necessary documents associated with the transfer of SG3 by Jefferson County Assisted Housing Corporation to SG3, LLC, a newly formed entity owned solely by JCHA Housing and Development Corporation, and the Assumption by SG3, LLC of that certain loan ("SG3 Loan") evidenced by that certain by that certain Promissory Note in the original principal amount of Eight Hundred Seventy-Five Thousand and No/100 Dollars (\$875,000.00) dated March 23, 1994 by Jefferson County Assisted Housing Corporation in favor of Jefferson County, Alabama ("Promissory Note") including the assumption of all indebtedness and other obligations under the SG3 Loan as set forth in the loan documents relating to SG3, which include, but are not limited to, the HOME Non-Profit Housing Development Organization Agreement Spring Gardens III Project Agreement in accordance with that certain Resolution filed on July 20, 1993, in Minute Book 103 Page 13, the Promissory Note, and that certain Mortgage and Security Agreement dated March 23, 1994 and filed on May 11, 1994, in the Probate Office of Jefferson County, Alabama, with the original principal amount of Eight Hundred Seventy-Five Thousand and No/100 Dollars (\$875,000.00), and filed in Instrument No. 9406/3430, in the Office of the Judge of Probate of Jefferson County, Alabama (the "SG3 Loan Documents"). The said SG3 Loan has a current principal balance of Four Hundred Ninety Thousand Three Hundred Four and 53/100 Dollars (\$490,304.53); and

BE IT FURTHER RESOLVED that the Commission President is hereby authorized to sign all necessary loan documents associated with the transfer of SG4 by Jefferson County Assisted Housing Corporation to SG4, LLC, a newly formed entity owned solely by JCHA Housing and Development Corporation, and the Assumption by SG4, LLC of that certain loan ("SG4 Loan #1") as evidenced by that certain Promissory Note in the original principal amount of One Million Two Hundred Seventy-Six Thousand Seven Hundred Twelve and No/100 (\$1,276,712.00) dated December 30, 2002 by Jefferson County Assisted Housing Corporation in favor of Jefferson County, Alabama and including the assumption of all indebtedness and other obligations under the SG4 Loan #1 as set forth in the loan documents relating to the SG4 Loan #1; which include, but not limited to, the HOME Non-Profit Housing Development Organization Agreement Spring Gardens III Project Agreement in accordance with the agreement approved by the Commission by that certain Resolution filed on March 7, 2000, in Minute Book 127 Page 407-408 and that certain HOME Program Residential Mortgage dated December 30, 2002 and filed on December 31, 2002, in the Probate Office of Jefferson County, Alabama, with the original principal amount of One Million Two Hundred Seventy-Six Thousand Seven Hundred Twelve and No/100 Dollars (\$1,276,712.00), and filed in Instrument No. 200217/6498, in the Office of the Judge of Probate of Jefferson County, Alabama. The said SG4 Loan #1 has a current principal balance of Nine Hundred Nineteen Thousand Six Hundred Fifty One and 30/100 Dollars (\$919,615.30); and

BE IT FURTHER RESOLVED that the Commission President is hereby authorized to sign all necessary loan documents associated with the transfer of SG4 and the Assumption by SG3, LLC of that certain loan ("SG4 Loan #2") as evidenced by that certain Promissory Note

in the original principal amount of Two Hundred Fifty-Eight Thousand and No/100 Dollars (\$258,000.00) dated December 30, 2002 by Jefferson County Assisted Housing Corporation in favor of Jefferson County, Alabama; including the assumption of all indebtedness and other obligations under the SG4 Loan #2 as set forth in the loan documents relating to the SG4 Loan #2; which include, but not limited to, HOME Non-Profit Housing Development Organization Agreement Spring Gardens III Project Agreement in accordance with the agreement approved by the Commission by that certain Resolution filed on March 7, 2000, in Minute Book 127 Page 407-408 and that certain HOME funded HOME Program Residential Mortgage dated December 30, 2002 and filed on December 31, 2002, in the Probate Office of Jefferson County, Alabama, with the original principal amount of Two Hundred Fifty Eight Thousand and No/100 Dollars (\$258,000.00), and filed in Instrument No. 200217/6500, in the Office of the Judge of Probate of Jefferson County, Alabama (the "SG4 Loan 2"). The said SG4 Loan #2 has a current principal balance of Two Hundred Fifty-Eight Thousand and No/100 Dollars (\$258,000.00). The SG4 Loan #1 and the SG4 Loan #2 are collectively referred to herein as the "SG4 Loans"; and

BE IT FURTHER RESOLVED that the Jefferson County Commission acknowledges that no additional money is changing hands in this transfer of SG3 and SG4 and the assumption of the SG3 Loan and the SG4 Loans, and further acknowledges that only federal funds are involved.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission approves the transfer of the SG3 Loan by Jefferson County Assisted Housing Corporation to SG3, LLC together with and contingent upon the Assumption of the SG3 Loan.

NOW THEREFORE, FURTHER BE IT RESOLVED, by the Jefferson County Commission that the Commission approves the transfer of the SG4 Loans by Jefferson County Assisted Housing Corporation to SG4, LLC together with and contingent upon the Assumption of the SG4 Loans.

NOW, THEREFORE, BE IT RESOLVED, that the President of the Jefferson County Commission is hereby authorized to execute all documents relative to such transfer and assumptions.

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

Dec-30-2015-1131

WHEREAS, Jefferson County Commission has entered into a Participation agreement with One Roof, Inc. formerly, Metropolitan Birmingham Services for the Homeless (MBSH) for the Homeless HMIS Project regarding access and use of the Program Management Information System of Alabama known as PromisAL.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized, directed and empowered to execute the End User agreement between Jefferson County, Alabama and the following staff members of the Jefferson County Office of Community & Economic Development: Sandra Foster, and Connie Grant. There are no funds associated with this agreement.

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

Dec-3-2015-1132

WHEREAS, Jefferson County, through its Office of Community & Economic Development, will undertake various projects as part of its ongoing Community Development Block Grant programs; and

WHEREAS, the Jefferson County Office of Community & Economic Development will complete the Federally mandated Environmental Review for each project as required by applicable laws and regulations; and

WHEREAS, only when no significant environmental impact, other than beneficial, is determined or anticipated to result from a project as a result of the Environmental Review, the Office of Community & Economic Development will submit a "Finding of No Significant Impact" to the President of the Jefferson County Commission for execution.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized and hereby directed to execute the Finding of No Significant Impact for the Martintown Senior Center Improvements (CD14-03A-U-MSD).

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

Dec-3-2015-1133

WHEREAS, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed pursuant to making application to the U.S. Department of Housing and Urban Development for Community Development Block Grant funds; and

WHEREAS, the Jefferson County Office of Community & Economic Development will complete the Federally mandated Environmental Review for each project as required by applicable laws and regulations; and

WHEREAS, only when the required and appropriate environmental review techniques processes have been completed will the Office of Community & Economic Development submit a Request for Release of Funds to the President of the Jefferson County Commission for execution; and

WHEREAS, the Chief Executive Officer of the jurisdiction submitting application for said funding is authorized to assume the status of a responsible federal official insofar as the provisions of the National Environmental Protection Act of 1969 apply to the HUD responsibilities for environmental review, decision-making and action assumed and carried out by the applicant.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for Martintown Senior Center Improvements (CD14-03A-U-MSA) from the Community Development Block Grant Program.

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

Dec-3-2015-1134

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Oxford Home Care, Inc. to provide in-home and respite services for the period October 1, 2015 through September 30, 2016 in an amount not to exceed \$202,900.

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

Dec-3-2015-1135

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Choice Home Care to provide in-home and respite services for the period January 1, 2016 through September 30, 2016 in an amount not to exceed \$202,900.

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

Dec-3-2015-1136

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Stevens Home Healthcare to provide in-home and respite services for the January 1, 2016 through September 30, 2016 in an amount not to exceed \$202,900.

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

Dec-3-2015-1137

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Southern Home Healthcare to provide in-home and respite services for the period October 1, 2015 through September 30, 2016 in an amount not to exceed \$202,900.

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

Dec-3-2015-1138

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Virginia Sitter Service to provide in-home and respite services for the period January 1, 2016 through September 30, 2016 in an amount not to exceed \$202,900.

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

Dec-3-2015-1139

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and AMT Medical Staffing to provide in-home and respite services for the period October 1, 2015 through September 30, 2016 in an amount not to exceed \$202,900.

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

Dec-3-2015-1140

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham to provide management of the Electronic Monitoring Program for the Birmingham and Bessemer Family Courts for FY2015-2018 in the amount of \$355,000 annually.

CLARITY NO. 7502

INTERAGENCY AGREEMENT

THIS AGREEMENT entered into this 29th day of June 2015, by and between Jefferson County, Alabama, hereinafter called "the County", and the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2015.

WHEREAS, the County desires to contract for electronic monitoring services for Family Court; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: The Contractor shall provide the following services to the Jefferson County Commission:
 - A. Staffing Plan:

The Contractor will provide staffing consistent with the needs of the court that will assure 24/7 - 365 coverage for an on-site Electronic Monitoring Program for the Birmingham and Bessemer Family Courts. Supervision of the program will be provided by a Program Manager and Program Administrator with experience in juvenile justice program development and management. In-office hours will be 6:30 A.M. to 5:00 P.M. as requested by the Family Court. On-call I home office coverage will be provided for the remainder of the twenty-four (24) hour period.

Adequate staffing will be in place to provide the following services:

- Respond to needs of court and implement court orders in a timely manner
- Perform risk assessments and enrollments as needed
- Track and interpret equipment signals
- Log daily recordings of client movement
- Document approved activities of clients
- Establish direct contact with parties to the juvenile case
- Maintain contact and consultation with juvenile and guardians involved in program for enrollment, violation investigation and termination purposes
- Interact with vendor databases to monitor client's activities, equipment reports, and equipment maintenance
- Interact with employment, school and community services for client status
- Attend court hearings when necessary
- Elicit and attain pick-up orders when necessary
- Maintenance of records, databases and files
- Provide feedback and outcome data to court
- Maintenance of appropriate policies and procedures to meet the needs of the court.
- Ability to maintain and monitor up to 150 active clients

Contractor will provide a total of six (6) full-time and two (2) part-time staff with a float pool of per hour, partially-benefited staff to provide coverage on an as needed basis. Full time and part time staff will consist of the following:

- One full-time Program Mgr
- One full-time Program Adm. I
- Three full-time day staff (one serving as Bessemer Liaison)
- One full-time Data Analyst
- One part-time, week-night staff
- One part-time, week-end staff
- Three float pool

Benefits for full-time and part-time staff will be provided by the Contractor as dictated by the corresponding job classification. 1,100 float pool hours will be budgeted for as needed coverage.) Positions will be filled to meet the needs of the current client caseload. All budgeted positions and float pool coverage hours may not be utilized unless the caseload reaches 150 and maximum coverage is required for adequate coverage. If excessive pool hours are utilized on a consistent basis due to a high caseload, then 1,100 pool hours may be converted to a part-time benefited position at the request of the Family Court to provide more consistent staffing.

B. Programs Evaluation Methodology and Expected Outcome Measurements

Contractor will provide the Family Court with monthly and a more comprehensive quarterly data report detailing current enrollment and monthly activity regarding new enrollments, terminations, violations and absence from residence without permission and/or removal of equipment (AWOL). The report will also include the risk status of the clients, referral offence, placement justification and monthly EM usage by each probation officer. Contractor will also provide an annual report designed to meet the needs of the Court.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render electronic monitoring services to the County beginning on the effective date of this Contract. The completion date of all services under this Contract is September 30, 2018.

4. **COMPENSATION:** The Contractor shall be compensated for services rendered under the terms and conditions of this contract as specified in Attachment A which is made a part of this agreement by reference.

- Not to exceed the maximum amount of \$355,000.00 for FY16 (October 1, 2015 - September 30, 2016)
- Not to exceed the maximum amount of \$355,000.00 for FY17 (October 1, 2016 - September 30, 2017)
- Not to exceed the maximum amount of \$355,000.00 for FY18 (October 1, 2017 - September 30, 2018)

The Contractor will submit a monthly itemized invoice adjusted for services not actually provided.

5. **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 Contractor to subcontract (assign) any portion of this contract, the Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Contractor must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

6. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama.

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

9. NON-DISCRIMINATION POLICY: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(See attached EEOC form)

10. 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.

11. TERMINATION OF CONTRACT: This contract may be terminated by either party with a thirty (30) day written notice to the other party. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

12. LIABILITY:

A. 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.

UAB, a division of The Board of Trustees of the University of Alabama, a state agency, cannot waive immunity conferred by Ala. Const. Art 1§ 14. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the state treasury.

B. The County and UAB recognize that, in order for professional liability coverage to be provided for activities pursuant to this Agreement, it is necessary for each to have access to normal investigation information for specific incidents which may give rise to a claim being filed against either party. Therefore, each party shall notify the other of such events and each party agrees to cooperate with the other in investigation and/or processing of such incidents and/or claims.

13. NOTICES: Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent via certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following addresses or to any other person at any other address as may be designated in writing by the parties:

Client: Family Court
120 2nd Ct. N.
Birmingham, AL 35204

Copy to: Jefferson County Commission
Finance Department
716 N Richard Arrington Jr. Blvd
Suite 820
Birmingham, AL 35203

Copy to: Jefferson County Commission
Purchasing Department
716 N Richard Arrington Jr. Blvd
Suite 830
Birmingham, AL 35203

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: The University, an agency of the State of Alabama, agrees to be responsible for any and all third-party claims that arise as a result of negligent acts and omissions of UAB, its officers, employees and agents in the performance of the work that is the subject of this agreement. UAB maintains a formal self-insurance program to cover claims against the Institution and its employees, with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate

(Note* UAB, a division of the Board of Trustees of The University of Alabama, a state agency, cannot waive immunity conferred by Ala. Const. Article 1 & 14. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts. Omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. UAB is a state agency and is not subject to the Workmen's Compensation Act. UAB maintains equivalent on the job coverage and a long-term disability program.)

16. HOLD HARMLESS AND INDEMNIFICATION: UAB is a state institution and is constrained by Alabama State Law in its ability to indemnify and hold harmless another entity. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury.

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

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.

18. Statement of Compliance with Alabama Code Section 31-13-9. 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 to the extent allowed by Alabama law, be responsible for all damages resulting therefrom.

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

CONTRACTOR:

Richard B. Marchase, Ph.D.
VP for Research & Economic Development

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

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

Dec-3-2015-1141

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 2 to the Agreement between Jefferson County, Alabama and the University of Alabama Health Services Foundation, PC to provide the services of physicians and nurses to the Youth Detention Center for FY2015-2016 in the amount of \$97,342.

Contract Amendment No. 2

This amendment to Contract to be effective on the 1st day of October, 2015, between Jefferson County Commission for The Youth Detention Center, Alabama, hereinafter called "the County" and UAB Physician Services hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend said Contract.

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

The Contract between the parties entered into on the 31st day of January, 2014 and recorded in Minute Book 166 Pages 53-56 is hereby amended as follows:

Amend the Terms of Work paragraph as follows: The term of this contract is extended from October 1, 2015 through September 30, 2016 and the contract amount is not to exceed \$97,342.08.

All other terms and conditions of the original contract remain the same.

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.

Jefferson County Commission

James A. Stephens, President - Jefferson County Commission

CONTRACTOR:

University of Alabama Health Services Foundation, PC

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

Dec-3-2015-1142

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the Jefferson County Board of Education to assist in purchasing an automated external defibrillator and two wall storage boxes for Hueytown Middle School in the amount of \$1,311.

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, Jefferson County Board of Education ("JEFFCO BOE") applied for a grant of funds for \$1,311.00; and

WHEREAS, JEFFCO BOE is a tax exempt non-profit educational institution which seeks assistance in funding the Hueytown Middle School's purchase of an automated external defibrillator ("AED") for the back of the school and two (2) AED wall storage boxes.; and

WHEREAS, JEFFCO BOE meets the eligibility requirements of the Program; and

WHEREAS, Commissioner James A. Stephens has recommended funding of \$1,311.00 to JEFFCO BOE, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2016.
2. The County shall pay to JEFFCO BOE a lump sum payment of \$1,311.00 upon execution of this agreement.
3. JEFFCO BOE shall use the public funds to assist Hueytown Middle School with the purchase of an AED and two (2) AED wall storage boxes.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. JEFFCO BOE shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by October 30, 2016, whichever shall occur first.

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

from termination of the fiscal year set out above.

6. JEFFCO BOE, representatives signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. JEFFCO BOE, representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of 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 of 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 JEFFCO BOE, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest 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 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 above, 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.

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

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

JEFFERSON COUNTY BOARD OF EDUCATION FOR HUEYTOWN MIDDLE SCHOOL

Sheila Jones, Director of Business & Financial Affairs

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

Dec-3-2015-1143

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of Roads and Transportation, the President of the Commission is hereby authorized to execute the attached Deed of Exchange to correct the location of road right of way of Bluff Ridge Road.. In exchange, Jefferson County will receive a road right of way for the existing location of the road of said property.

BLUFF RIDGE ROAD

Dortheia Fowler

RIGHT-OF-WAY EXCHANGE

(ROAD #327)

Deed of Exchange

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One and No/100 Dollars (\$1.00) we the undersigned, Dortheia Fowler, do hereby grant, bargain, sell and convey to Jefferson County, Alabama, a political subdivision of the State of Alabama, its successors and assigns, a right of way and easement for public purposes, including a road and appurtenances, including drainage facilities, underground water and sewer lines and other public utilities and devices both below and above ground. Said right of way being located in Jefferson County, Alabama and described as follows, to-wit:

Commence at the NE corner of the SE1/4 of the SE1/4, Section 19, Township 20 South, Range 4 West and run westerly along the north line of said 1/4-1/4 line for a distance of 594 feet; thence turn left an angle of 86 degrees 38 minutes 00 seconds and run southerly a distance of 179.10 feet; thence turn right an angle of 44 degrees 11 minutes 00 seconds and run southwesterly a distance of 189.72 feet; thence turn right an angle of 77 degrees 49 minutes 51 seconds and run northwesterly for a distance of 240.97 feet to the Point of Beginning of a Right of Way being bound on the northwesterly side by the prescriptive Right of Way of Bluff Ridge Road and being bound on the southeasterly side by a line lying 30 feet southeasterly of and parallel to the following described line; thence turn left an angle of 81 degrees 16 minutes 39 seconds, this point also being the point of beginning of a curve to the right having a central angle of 8 degrees 10 minutes 42 seconds and a radius of 2202.79 feet; thence run southwesterly along the arc of said curve for a distance of 314.43 feet to the northwesterly projection of grantor's southwesterly property line and the end of this Right of Way.

The outer boundaries of said Right-of-Way being extended or trimmed as necessary to terminate at the property lines of that certain

property described in Deed Book 200063 Page 799, as recorded in the Bessemer Probate Office of Jefferson County, Alabama.

All of said Right-of-Way is lying in the SE1/4 of the SE1/4 of Section 19, Township 20 South, Range 4 West, Jefferson County, Alabama and contains 0.22 Acres.

In consideration of the above conveyance Jefferson County, does hereby remise, release, quit claim, and convey to the said Dortheia Fowler all rights, title, interest, and claim in or to the following described real estate, to-wit:

Part of the Right of Way conveyed to Jefferson County by Deed Record 201, page 357, as recorded in the Bessemer Probate Office of Jefferson County, Alabama and being more particularly described as follows:

Commence at the NE corner of the SE1/4 of the SE1/4, Section 19, Township 20 South, Range 4 West and run westerly along the north line of said 1/4-1/4 line for a distance of 594 feet; thence turn left an angle of 86 degrees 38 minutes 00 seconds and run southerly a distance of 179.10 feet; thence turn right an angle of 44 degrees 11 minutes 00 seconds and run southwesterly a distance of 189.72 feet; thence turn right an angle of 77 degrees 49 minutes 51 seconds and run northwesterly for a distance of 210.91 feet; thence turn left an angle of 81 degrees 09 minutes 16 seconds to a point on a curve to the right having a central angle of 8 degrees 31 minutes 36 seconds and a radius of 2232.79 feet; thence run southwesterly along the arc of said curve for a distance of 332.28 feet; thence turn left an angle of 65 degrees 04 minutes 32 seconds and run southeasterly for a distance of 115.44 feet for the Point of Beginning of a 60 foot wide Right of Way lying 30 feet each side of, and parallel to, and abutting the following described centerline; thence turn left 78 degrees 39 minutes 04 seconds, thence run easterly for a distance of 75.12 feet to a point of beginning of a curve to the left having a central angle of 112 degrees 29 minutes 24 seconds and a radius of 477.45 feet; thence continue along the arc of said curve for a distance of 376.71 feet to the end of this Right of Way.

The outer boundaries of said Right-of-Way being extended or trimmed as necessary to terminate at the property lines of that certain property described in Deed Book 200063 Page 799, as recorded in the Bessemer Probate Office of Jefferson County, Alabama.

All of said Right-of-Way is lying in the SE1/4 of the SE1/4 of Section 19, Township 20 South, Range 4 West, Jefferson County, Alabama and contains 0.25 Acres.

TO HAVE AND TO HOLD, to the said Dortheia Fowler, and to the said Jefferson County, Alabama, heirs and assigns forever.

Given under our hand and seal this _____ day of _____, A.D. 2015.

JEFFERSON COUNTY, ALABAMA

Attest:

JAMES A. STEPHENS, President - Jefferson County Commission

Minute Clerk

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

Dec-3-2015-1144

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and the City of Lipscomb for the County to maintain and repair Avenue K in the City's corporate limits.

AGREEMENT BETWEEN JEFFERSON COUNTY, ALABAMA AND THE CITY OF LIPSCOMB, ALABAMA REGARDING MAINTENANCE OF SELECT ROADWAYS WITHIN THE MUNICIPALITY

WHEREAS, the City of Lipscomb, Alabama. hereinafter referred to as "City"; and Jefferson County. Alabama. hereinafter referred to as -County". are desirous of entering into this Agreement for the public purpose of maintenance and repair of certain roadways and/or portions of certain roadways located within the City's corporate limits and municipal jurisdiction.

WHEREAS, the City desires to secure County services for the maintenance of certain roadways and/or portions of certain roadways located in the City; and

WHEREAS, the law of the State of Alabama authorizes local governments to contract with one another for the maintenance of roadways.

WHEREAS, the County is willing to enter into an agreement with the City for the maintenance of roadways specified in this Agreement.

WHEREAS, the County deems these roads to be of importance to the connectivity within the County where mobility is primarily over service to adjacent parcels; and movements should be of a controlled nature such to promote said mobility.

WHEREAS, the Federal Highway Administration sets a system for classification of roads, and by such classification these roads are eligible for funding at the State and Federal level and must meet the requirements of the funding programs of same.

WHEREAS, the undersigned parties agree it is in their best interest to have an agreement outlining the responsibilities of the parties

as it relates to the roadways specified in this Agreement

NOW THEREFORE, in consideration of the above recitals and covenants contained herein, the parties agree as follows:

The roads and portions of roads located in the jurisdictional limits of the City and listed below are hereby acknowledged and accepted by Jefferson County for maintenance per the terms of this agreement. The roads and portions of roads to be maintained are bound by the jurisdictional limits of the municipality as of the date of this agreement and as shown in Exhibit A attached hereto.

The roads to be included in this agreement are as follows:

Avenue K

No other road and/or portion of road will be maintained by the County unless written notification is provided to the Director of the Jefferson County Roads and Transportation Department of the additional roadway to be considered, AND the agreement is brought before the Jefferson County Commission and approved by same.

Notice:

Each party to this agreement shall designate an individual (hereinafter "Administrator") who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The County's designated Administrator shall be the following individual:

Director of Roads and Transportation/County Engineer
Room A200 Courthouse
716 Richard Arrington Jr. Blvd N
Birmingham, AL 35203

The City's designated Administrator shall be the following: Mrs. Velma Ford, City Clerk

County's Responsibilities:

Any and all maintenance performed by the County on the subject roadway shall be at the direction and discretion of the Administrator/County Engineer and shall include the following items within the right-of-way of the subject roadways:

1. Roadway Surface and Roadbed Maintenance
2. Guardrails
3. Drainage - the County shall maintain the drainage of cross drains under the road. The County will work in conjunction with the City to maintain drainage of the roadside ditches. The County agrees to maintain drainage of the roadside ditches not maintained by the City and described below.
4. Vegetation - The County will manage the vegetation along the right-of-way only.
5. Utilities - The County will review applications for permit, direct, and inspect all utilities to be placed within the right-of-way of the roadway in accordance with Article 6 of the Jefferson County Subdivision and Construction Regulations.
6. Debris - The County will pick up debris placed along the right-of-way as required for Federal and State declared storm events and/or by specific Resolution of the County Commission.
7. Bridges -The County shall only be responsible for the following bridges:
There are no bridges maintained by Jefferson County within this municipality.
These bridges shall be maintained by the County as per the requirements of the National Bridge Inspection Standards ("NBIS") program. Should these bridges become structurally deficient or functionally obsolete and are deemed as needing significant repairs or replacement as determined by ALDOT, the County will make application to available State and Federal Funding programs through ALDOT to seek replacement, but the City shall share in the costs to the County at 50% of the County's portion due to ALDOT.
8. Other- The County is considered to have permission from the City to perform services not expressly named in this document within the right-of-way of the roadway that are considered to be in the best interest of public safety (such as sand application during an ice or snow event).

City's Responsibilities:

The City shall be responsible for maintenance and installation of the following:

1. Traffic Control - This includes, but is not limited to, striping*, markings, signals*, signage, and all associated items along this roadway and serving the driveway and side roadway connections along this roadway. The City shall also make available to the County services such as police for the temporary traffic control as may be necessary to direct traffic through a work zone. NOTE: Replacement of the striping and other pavement markings (as applicable) following resurfacing, shall be considered as the incidental duties to the County's responsibilities for roadbed maintenance. Any revisions to existing pavement markings shall be agreed upon by the City and County prior to resurfacing operations per the notice as detailed below.
2. Drainage - Any roadside drains, such as driveway or yard pipe, associated boxes, bridges over the ditch, etc., shall be installed per the City's direction to the private individual (subject to inspection by the County). The County will only maintain the continuity of the flow within

the ditch, and will not maintain continuity of flow on any side drains that are installed by the City and/or an individual or private entity (hereinafter "third party"). Any failed roadside drains or associated structure installed by a third party must be repaired and/or replaced by said third party. In cases where the failure of such drain poses an imminent threat to the roadbed, the County will notify the City Administrator. Should the City not take action within a reasonable time, the County will restore the flow and stabilize the roadbed in the most efficient manner possible. However, the City shall be responsible for restoring access to adjacent parcels and replacement of the structure. If the County has to replace the structure to maintain the roadbed, the work shall be billed based on the costs to the County.

3. Zoning and Development Controls/Access - The City shall remain responsible for zoning and development controls along the roadway. The City agrees that all engineering plans for access to this roadway (roadway, drainage, or utility) shall be reviewed and inspected by the County Administrator and his, her staff. The County Administrator shall notify the City Administrator if the construction has not been completed in accordance with County specifications.

4. Best Management Practices - The City shall be responsible for ensuring that any construction adjacent to tile roadway has controls in place to protect the water duality and control the water quantity being discharged to the right-of-way of the roadway. Any costs billed to the County for cleanups or ADEM violations as a result of the City's failure to maintain these controls shall be billed to the City for reimbursement.

5. Pedestrian Ways - Any sidewalks, crosswalks, disabled access ramps, or other features of this nature shall be the responsibility of the city.

6. Litter- Pickup and clearing of litter shall be the responsibility of the city. Any associated ordinances or signing shall fall under Item 1 - Traffic Control.

7. Debris - Pickup and clearing of debris (such as yard clippings and construction waste) shall be the responsibility of the city except as noted for storm events under the County section of responsibilities.

8. Encroachments - The City shall not permit or allow fixed objects within the right-of-way or clear zone of the roadway that could be considered a safety hazard per ALDOT specifications. (Example: illegal signs, fences, retaining walls, headwalls, non-breakaway mailboxes, etc.)

9. Right of Way-The City Administrator shall notify the County Administrator in writing of any proposed work within the right-of-way of the above listed roadways. All work shall be reviewed and inspected by the County Engineer and his/her staff and determined to meet County specifications as determined by the County Engineer.

The City shall perform all listed City responsibilities. Should the City not perform the responsibilities, the County is authorized to perform the work that must be done in the interest of public safety and/or improving any situations that without attention would adversely impact the eligibility of said roadway for State and/or Federal funds. Except in cases of an actual emergency, the County agrees to provide reasonable notice to the City along with a cost estimate prior to performing any road work. The County will provide notice to the City prior to undertaking a necessary repair. The County may bill the City for the costs incurred by the County for labor, equipment, and materials, for said work. As such, the City must maintain its portion of the items so that any existing ongoing project and/or maintenance accountability by County to State and Federal agencies is not negatively impacted.

If there are any discrepancies between this agreement and State or Federal Law, the State or Federal Law shall govern.

The City acknowledges and agrees that the County has no responsibility for the maintenance and/or control of any other roads located within the jurisdictional limits of the city.

Liability related to City Ordinances, Policies, Rules and Regulations:

In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules, or regulations. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

Termination of Agreement:

This agreement will remain in full force and effect and will not be amended and/or terminated except by the mutual written consent of the parties referenced herein. The parties acknowledge and agree that this Agreement is contingent upon governmental funding and legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this agreement, the parties agree to negotiate in good faith to reduce the obligations of the County as it relates to maintenance of the subject roadways, including but limited to eliminating roadways to be maintained and/or termination of this agreement.

JEFFERSON COUNTY COMMISSION

CITY OF LIPSCOMB

James A. Stephens, President

Lance McDade, Mayor

*Jefferson County can maintain signals and centerline and edge striping per separate reimbursable agreement should the city desire to obtain

these services.

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

Communication was read from Roads & Transportation recommended the following;

1. Bright House Network to install 915' of conduit at 3644 Vann Road in Trussville.
2. Baird Contracting for various roads in Grayson Valley for sewer repair.
3. AT&T Corporation to install 11,725' of aerial cable and 12 anchors at 6674 Eastern Valley Road to 5628 Coleman Lake Road.

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

Dec-3-2015-1145

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Littleton Kilgore Road at the Southern Electric Railroad crossing in order to remove and reconstruct the rail crossing from Sunday, December 6 to Friday, December 11, 2015.

A detour route will be established in accordance with Federal Manual on Uniform Traffic Control Devices.

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

Dec-3-2015-1146

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute a permit agreement between Jefferson County, Alabama and the Alabama Department of Transportation for the accommodation of utility facilities on public right-of-way for the construction of a force main sewer in Alabama Highway 150 in the City of Hoover.

BE IT FURTHER RESOLVED that the President be authorized to execute an agreement with D & H Properties, Inc. for the construction of a force main sewer in the right-of-way of Alabama Highway 150 in the City of Hoover, at no cost to the County.

ALABAMA DEPARTMENT OF TRANSPORTATION

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

Project Number	Bond Number OFL0542547
Permit Number	Bonding Agency Insurance Network
Route Number	P.E.
R.O.W.	Construction
Location of Accommodation: Milepost 7 to 8	Utilities

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

WITNESSETH

WHEREAS, the APPLICANT desires to have its facilities accommodated on public highway right-of-way in JEFFERSON County, Alabama consisting approximately of the following:

70 linear feet of 2 inch diameter, Schedule 40 PVC sanitary sewer pipe in Alabama Highway 150 ROW in the City of Hoover in total of 8 inch diameter, HDPE sanitary sewer pipe running parallel to and crossing

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

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

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

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

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

4. The Federal Water Pollution Control Act, The Federal Insecticide, Fungicide, and Rodenticide Act, The Alabama Water Pollution Control Act, The Alabama Environmental Management Act, The Clean Water Act (1987), and the Alabama Nonpoint Source Management Program (1989) are hereby made a part hereof by reference.

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

The APPLICANT will provide proof of applicable permit coverage and conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. The APPLICANT must provide a copy of the Notice of Intent (NOI) issued by ADEM. This will assure compliance with Phase 11 of stormwater construction requirements. In the event a NOI is not required, APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

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

7. Underground Damage Prevention Legislation, Alabama Act 94-487, is hereby made a part hereof by reference. The APPLICANT will conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. Should the permitted work require a locate request ticket, no work shall begin until a copy of such ticket is obtained and the APPLICANT shall keep a copy of such ticket at the site of work.

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

9. This permit is valid for the contract period which is defined as follows: All proposed work as described and submitted in the permit documents must be completed within one year from the approved date of the permit and for a period covering one year from ALDOT acceptance of proposed work.

10. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to ALDOT. Should the APPLICANT not maintain the work or create an unsafe condition during the contract period, ALDOT reserves the right to remove any work and restore the ROW to a safe condition at the expense of the APPLICANT and the APPLICANT agrees to pay ALDOT all such costs as a result.

11. Once work is begun, the APPLICANT shall pursue the work continuously and diligently until completion. Should the APPLICANT feel that the work cannot be completed in a one year period, they shall submit in writing (30 days prior to the termination date) to ALDOT the reasons for an extension of time. ALDOT will determine whether an extension may be approved.

12. The APPLICANT will file with ALDOT an acceptable certified check or bond in the penal amount of \$20,000 (Bond Number:OFL0542547) to guarantee the faithful performance of this permit contract in its entirety during the contract period as defined in item 9. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by ALDOT as a result of the bond, will be applied to complete and fulfill the permit contract terms. In the instance that ALDOT determines a bond on record is necessary, the APPLICANT shall provide such bond to ALDOT. The bond amount shall be determined by ALDOT.

13. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties

_____ If the applicant is an incorporated municipality or gas district then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or Form MB-O1 destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or mis-expenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or mis-expenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term of its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

If the applicant is not a county, incorporated municipality, or state governmental agency or institution then:

The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, ALDOT, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations

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

15. ALDOT in executing this Agreement does not in any way assume the responsibility for the maintenance of the facilities of the APPLICANT, nor the responsibility for any damage to the facilities caused by third parties.

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

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

18. Reimbursement for future relocations of the APPLICANT'S facilities will be in accordance with State law in effect at the time such relocations are made.

19. The APPLICANT stipulates that the specific use of these facilities located upon public right-of-way is for sanitary sewer work.

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

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the day of , 20

Environmental Services Department

James A. "Jimmie" Stephens, President - Jefferson County Commission

RECOMMENDED FOR APPROVAL:

District Manager

Area Operations Engineer

Region Engineer

APPROVED:

ALABAMA DEPARTMENT OF TRANSPORTATION ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR

Maintenance/ Region / Area Operations Engineer or District Manager

AGREEMENT

This Agreement entered into this day of , 20 , by and between Jefferson County, Alabama (hereinafter referred to as Jefferson County) and D & H Properties, Inc. (hereinafter referred to as Owner).

WITNESSETH:

WHEREAS, Owner proposes to install certain sanitary sewer facilities crossing perpendicular to Alabama Highway 150 right of way near the intersection with ATI Parkway; and

WHEREAS, the State of Alabama Department of Transportation (hereinafter "ALDOT") owns or controls the property (hereinafter "State Property") and will not authorize Owner to perform such installation but will authorize Jefferson County to install the same; and

WHEREAS, Owner has requested Jefferson County to enter into a MBOI Permit Agreement with ALDOT providing for Jefferson County to perform such installation upon the stipulation that the Owner actually performs such installation and indemnifies and hold harmless Jefferson County with respect to Owner's performance thereof.

IN CONSIDERATION OF THE PREMISES, the parties agree as follows:

1. The purpose of said subject sanitary sewer installation is to provide sewer services and other related benefits to property owned or controlled by Owner (hereinafter "Owner's Benefited Property") (described on Exhibit B, attached hereto) and Owner hereby acknowledges such benefits as full consideration for all of Owner's obligations herein.

2. Jefferson County shall enter into a MBOI Permit Agreement with ALDOT ("ALDOT Agreement") providing for installation of a 2 inch force main sewer connecting to an existing Jefferson County sanitary sewer crossing perpendicular to Alabama Highway 150 right of way near the intersection with ATI Parkway, which drains to the Valley Creek sanitary sewer collection system, copy of said ALDOT Agreement is attached hereto as Exhibit A to this Agreement.

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

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

5. The term of this Agreement shall continue so long as any obligation of any nature whatsoever of Jefferson County exists by reason of the ALDOT Agreement (Exhibit A) also including any future amendments that may be made by ALDOT.

6. In the event that the State of Alabama and/or ALDOT requires Jefferson County to maintain, repair or otherwise service any sewer facilities whatsoever serving Owner's benefited property pursuant to the ALDOT Agreement, the Owner (successors and assigns) agrees to reimburse Jefferson County for the cost of any such work. It should be noted, sanitary sewer service lines (6 inch and smaller located between the County sanitary sewer main and structure) are not maintained by Jefferson County and as such they are the sole responsibility of the Owner to maintain.

7. Sanitary sewer mains (8 inch and larger) or manholes that are installed or modified must, per Jefferson County regulations, have a one year warranty by the contractor responsible for said installation or modifications. After said warranty period has expired, the sanitary sewer mains and/or manholes will be the responsibility of Jefferson County to maintain with the exception being any damages that may be caused by the property owner and/or their contractor in which said property owner would then be responsible for said repairs that must conform to Jefferson County regulations.

8. This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of Jefferson County and Owner and Owner's successors and assigns. Provided further, the Owner's obligations set forth herein shall be a covenant and attached to the Owner's land which benefits from this Agreement and shall run with the land and obligate all such successors and assigns of Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers this 22 day of October, 2015.

D & H Properties, Inc.

Traweck Dickson - President

JEFFERSON COUNTY, ALABAMA

James A. "Jimmie" Stephens, President - Jefferson County Commission

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

Agreement between Jefferson County and Alabama Department of Transportation (ALDOT) which allows the COUNTY reimbursement for all costs incurred to relocate and/or adjust sanitary sewers that are in conflict with ALDOT proposed Project No. NHF-0005(512), Phase 1, Widening and Resurfacing of SR-5 (US-78) from I-59 to Finley Boulevard in the City of Birmingham was carried over

Dec-3-2015-1147

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its receipt of the following described matter approved by Mike Hale, in his capacity as duly elected Sheriff of Jefferson County, Alabama.

- a) First Amendment to Agreement with Hope Animal Clinic to provide veterinary services for FY2015-2016 in the amount of \$6,000
- b) First Amendment to Agreement with Clay Chalkville Animal Clinic to provide veterinary services for FY2015-2016 in the amount of \$7,000

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

Dec-3-2015-1148

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Garcias Grill, Inc., applicant; Francisco Garcia, President/Restaurant Manager; located at 4350 Pinson Valley Parkway, Birmingham, AL 35215, for an off-premise (050) Retail Beer and an off-premise (070) Retail Table Wine license, be and hereby is approved.

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

Dec-3-2015-1149

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Taylor Burton to serve on the Jefferson County Board of Zoning Adjustment for a three (3) year term beginning upon approval and ending December 31, 2018, be and hereby is approved.

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

WHEREAS, Remuriate, LLC, proposes a major addition to their existing facility requiring an aggregate capital investment of approximately \$2,225,000 (the "Project"), said Project to be located on real property outside of any city limits within Jefferson County, Alabama (the "County") as described in the Tax Abatement Agreement between the County and Remuriate (the "Tax Abatement Agreement"); and

WHEREAS, the County has found the information contained in the application to be sufficient to permit the County to make a reasonable cost-benefit analysis and determine that the project provides an economic benefit to the community.

NOW THEREFORE BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION hereby approves the Application to Local Granting Authority for Abatement of Taxes of Remuriate for a seven (7) year statutory tax abatement for the non-educational portion of sales and use tax, non-educational portion of the property ad valorem tax and the mortgage and recording tax, as permitted under Ala. Code §§ 40-9B-1, et seq., for the benefit of the Project. The President of the Jefferson County Commission is hereby authorized to execute on behalf of the County this resolution and the Tax Abatement Agreement attached hereto.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is hereby made and entered into on this the _____ day of November, 2015, by and between the JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama (the "County"), and REMURIATE LLC, d/b/a REMURIATE LLC an Illinois corporation ("Company").

RECITALS:

WHEREAS, the Company's North American Industry Classification System (NAICS) Code 325188 meets the qualification of an industrial or research enterprise in accordance with Section 40-9B-3(10), Code of Alabama 1978, as amended; and

WHEREAS, the Company has announced plans for a major addition to their existing facility (the Project), located within the jurisdiction of the County; and

WHEREAS, the Project is estimated to be completed by the 30th day of June, 2016; and

WHEREAS, the Project will be located within the jurisdiction of the COUNTY OF JEFFERSON; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., Code of Alabama 1975)(the Act), the Company has requested from the County an Abatement of:

- All state and local non-education property taxes
- All construction related transaction taxes, except those local construction related transactions taxes levied for educational purposes or for capital improvements for education; and

WHEREAS, the County has considered the request of the Company and the completed applications filed with the County by the company, in connection with its request; and

WHEREAS, the County has found the information contained in the Company's application to be sufficient to permit the County to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community, and determined that the construction 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, at its meeting held on the 3rd day of December, 2015 (the Meeting), the County approved the Company's application for abatement of

- All state and local non-educational property taxes for a period of seven (7) years from the completion date of the Project,
- All construction related transaction taxes, except those local construction related transaction taxes levied for education purposes.

WHEREAS, the Project will consist of private use industrial development property, which is composed of all real and related personal property to be acquired, constructed, and installed thereon, as described in Attachment One hereto; and

WHEREAS, the private use industrial development property for which the abatement is applied shall be owned by the Company applying for the abatement, and

WHEREAS, for the purposes of the abatement of all non-educational property taxes it has been determined that no portion of the Project has been placed in service or operation by the Company or by a related party, as defined in 26 U.S.C. Section 267, with respect to the Company prior to the effective of this Agreement; and

WHEREAS, the Project conducts trade or business as described in the 2007 North American Industry Classification System, promulgated by the Executive Office of the President of the United States, Office of Management and Budget, Sectors 31 (other than National Industry 311811), 32, 33; Subsectors 423, 424, 511, and 927; Industry Groups 5417, 5415, and 5182 (without regard to the premise that data processing and related services be performed in conjunction with a third party); Industries 11331 and 48691; and National Industries 115111,

517110, 541380, and 561422 (other than establishments that originate telephone calls) and includes such trades and businesses as may hereafter be reclassified in any subsequent publication of the North American Industry Classification System or other industry classification system developed in conjunction with the United States Department of Commerce, or any process or treatment facility which recycles or converts any materials, which include solids, liquids, or gases, to a reusable product; and

WHEREAS, the Project is a major addition to an existing facility and the request for abatement of all state and local non-educational property taxes and/or construction related transaction taxes does not include any capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated with the renovating or remodeling of existing facilities of industrial development property previously placed in service by the Company; and

WHEREAS, the Project is a major addition to an existing facility and the addition equals the lesser of (i) thirty (30) percent of the original cost of the industrial development property, or (ii) \$2,000,000; and

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

WHEREAS, the County represents and warrants to the Company (a) that it has power under the constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of this Agreement, and (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the governing body of the County.

NOW, THEREFORE, the County and the Company in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

(a) Abatement of 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 seven (7) years.

(b) Abatement of 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 seven (7) 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 basis, on October 1st following the date and time Company takes possession of each said piece of personal property.

(c) Construction related transaction taxes: abatement of the transaction taxes imposed by Chapter 23 of Title 40 Code of Alabama 1975 on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education;

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

(a) The non-educational real and personal property taxes are expected to be average at \$22,750 per year and the maximum period for such abatement shall be valid for a period of seven (7) years, beginning with the October 1 lien date next proceeding the acquisition date of abated property.

(b) Construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$10,594.00, and such abatement shall not extend beyond the date the Project is placed in service.

3. The Company hereby makes the following good faith projections:

(a) Amount to be invested in the Project: \$2,225,000

(b) Number of individuals to be employed initially at the project and in each of the succeeding three years:

Initially 5 Year 1: 10 Year 2: 22 Year 3: 22

(c) Annual payroll initially at the project and in each of the succeeding three years:

Initially \$ 325,000 Year 1: 650,000 Year 2: 1,430,000 Year 3: 1,430,000

4. The Company shall file with the Alabama Department of Revenue within 90 days after the date of the Meeting a copy of this agreement as required by Section 40-9B-6 (c) of the Act.

5. The Company will provide an annual report to the County Manager's Office and the Tax Assessor's Office outlining the progress (job creation and annual payroll) accomplished in accordance with the tax abatement agreement.

GENERAL TERMS

Effective Date. This Agreement shall become effective on the date upon which it is executed by the last party to sign (the "Effective Date").

Public Notice. The Company and County agree to publish a joint press release no later than the day of Committee Meeting wherein the tax abatement is placed on the Commission agenda for approval. Additionally, at a time deemed convenient to both the Company and

County the parties agree to host a public press conference at an on-site ground breaking or ribbon cutting ceremony.

Compliance. If the Company fails to comply with any provision in this Agreement or if any of the material statements contained herein or in the attachment are determined to have been misrepresented, whether intentionally, negligently, or otherwise, the County may terminate this Agreement and take such equitable action available to it as if this Agreement had never existed.

If it is determined that certain items which are identified on the application form for abatement of taxes are not in compliance with the Act or governing regulations, these items may be subject to taxation for all local and state taxing authorities.

Local. Company will use its commercially reasonable efforts to identify, recruit and hire qualified residents of the County for its available employment positions with its various business operations at the Project site. Additionally, Company agrees to give preference to using local contractors, builders, suppliers and vendors as it is reasonably able.

Assignment. The Company may not assign or transfer this Agreement or any interest herein or any part hereof to another entity, other than an affiliate, without the written consent of the County. Any assignment or transfer inconsistent with the terms hereof shall nullify and make void any obligation of the County otherwise required herein.

Governing Law. This Agreement, all rights of the parties hereunder, and all disputes which may arise hereunder shall be subject to and governed in accordance with the laws of the State of Alabama. By executing this Agreement, Company consents to the jurisdiction and venue of the courts of Jefferson County, Alabama with respect to any matter arising hereunder.

Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Notices. All communications and notices expressly provided herein shall be sent, by first class mail, postage prepaid, by facsimile, or by a nationally recognized overnight courier for delivery on the following business day, as follows:

To the County: County Manager
Room 251
716 Richard Arrington Jr. Blvd N
Birmingham, Alabama 35203
Assistant Tax Assessor
Bessemer Division
209 Bessemer Courthouse
1851 2nd Avenue North
Bessemer, Alabama 35020

with a copy to:
County Attorney
Room 280
716 Richard Arrington Jr. Blvd N
Birmingham, Alabama 35203

To Company: REMURIATE LLC
654 First St. Suite 202
LaSalle, IL 61301

or to such other address as the parties shall designate from time to time by written notice.

Section Titles and Headings. The article and section titles and headings are for convenience only and do not define, modify or limit any of the terms and provisions hereof.

Immigration Act Compliance.

(a) With respect to individuals employed by Company at the Project Site, Company represents and warrants that it does not and will not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the Act and that, during the performance of this Agreement, Company shall participate in the E-Verify program as required under the terms of the Act.

(b) Company covenants that Company shall not hire, retain or contract with any contractor which Company knows is not in compliance with the Act.

(c) By signing this Agreement, 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.

(d) Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement.

Representations and Warranties. Company makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement:

(a) Company is a duly organized and existing Illinois corporation, in good standing, and has the power to enter into and to perform and observe the agreements and covenants on its part contained in this Agreement.

(b) The execution and delivery of this Agreement on the part of Company's undersigned officer have been duly authorized by a resolution duly adopted by Company's board of directors and by all other necessary actions.

(c) All actions and proceedings required to be taken by or on behalf of Company to execute and deliver this Agreement, and to perform the covenants, obligations and agreements of Company hereunder, have been duly taken.

(d) The execution and performance of this Agreement by Company do not constitute and will not result in the breach or violation of any contract, lease, mortgage, bond, indenture, franchise, permit, or agreement of any nature to which Company is a party.

(e) Company certifies that it has not employed or retained any company or person to solicit or secure its selection to enter into this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability at its discretion.

The representations, warranties and covenants made by Company herein shall survive the performance of any obligations to which such representations, warranties and covenants relate.

Relationship of Parties. The County and Company agree that nothing contained in this Agreement, or any act of Company or of the County, shall be deemed or construed by either of the parties hereto, or by third persons, to create any relationship of third party beneficiary hereof, or of principal and agent, or of a limited or a general partnership or of a joint venture or of any association or relationship between Company and the County other than as independent contractors in a contract entered into at arm's length. Notwithstanding any of the provisions of this Agreement, it is agreed that the County has no investment or equity interest in the business of Company, and shall not be liable for any debts of Company, nor shall the County be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Company, nor shall Company at any time or times use the name or credit of the County in purchasing or attempting to purchase any equipment, supplies or other thing whatsoever.

Binding Effect. This Agreement and all terms, provisions, and obligations set forth herein shall be binding upon and shall inure to the benefit of Company and its successors and assigns and shall be binding upon and shall inure to the benefit of the County and its successors and assigns.

Entire Agreement, Amendment. This Agreement constitutes one entire and complete agreement, and neither of the parties hereto shall have any rights arising from any separate component of this Agreement without complying in all respects with its duties and obligations under all parts and components hereof. This Agreement constitutes and includes all promises and representations, expressed or implied, made by the County and Company. No stipulations, agreements, or understandings of the parties hereto shall be valid or enforceable unless contained in this Agreement. No oral conditions, warranties, or modifications hereto shall be valid between the parties. This Agreement may be amended only by a written instrument executed by both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed as of the date first above written.

REMURIAE LLC

_____, President

COUNTY OF JEFFERSON, ALABAMA

James A. Stephens, President - Jefferson County Commission

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

Jefferson County Commission

Unusual Demands

12/3/2015

Org	Dept	Vendor #	Vendor Name	Description	Amount	Doc #	Batch #
10001006	COMMISSION SUPPT	101972	ACCA DISTRICT MTGINGS	ACCA 2015-2016 ASSN DUES	31,441.00	137681	1695
TOTAL					31,441.00		
10001007	COUNTY MANAGER	132759	USI INSURANCE SER LLC	PUBLIC OFFICIAL BOND	175.00	137437	1633
TOTAL					175.00		
10001100	REVENUE	100193	JEFFERSON CO TREASURER	UPS POSTAGE-TITLE REMITS	37.58	133557	262
10001100	REVENUE	100193	JEFFERSON CO TREASURER	COUNTY MAP BOOKS (4) TAG DEPT	92.00	133563	265
10001100	REVENUE	100193	JEFFERSON CO TREASURER	Examiner Scott Smith - Mileage Reimbursement 1115	7.29	133623	309
10001100	REVENUE	100193	JEFFERSON CO TREASURER	TANJAWANIA HURST-EXAMINER Mileage Reimb 7/22- 8/6	25.30	133624	309
TOTAL					162.17		
10002230	IT COMM SERVICES	100216	FEDERAL EXPRESS CORP	Fedex Payment Acct #1323-3625-3	21.04	137785	1706
TOTAL					21.04		
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASE OF A 3 ON-OFF SWITCHES FOR KETTLE REPAIR	231.30	136163	1362

10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED M1 MASTER BLANKS FOR LOCKSMITH	16.00	136604	1476
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASE A PRINTER FOR BESS MAINT	114.99	136672	1495
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASE WALLBOARD & HOSES FOR PRESSURE WASHER	78.60	136706	1509
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASES FOR LAUNDRY AND FAMILY COURT	10.98	137165	1587
TOTAL					451.87		
10002500	BD OF REGISTRARS	131048	B'HAM BUSINESS JOURNAL	RENEWAL OF CURRENT SUBSCRIPTION 1 YR	71.50	137459	1641
TOTAL					71.50		
10004110	SF ENFORCE - BHAM	100193	JEFFERSON CO TREASURER	FUEL/ELECT.SUPPLY/STAPLE GUN/SANITIZER/ REGISTR.	366.92	136682	1499
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	SD CARDS, BOOKS FOR JAIL, SANITARY ITEMS	150.60	137616	1671
TOTAL					517.52		
10004140	SF CORRECTIONS-BH	100193	JEFFERSON CO TREASURER	FUEL/ELECT.SUPPLY/STAPLE - GUN/SANITIZER/REGISTR.	366.92	136682	1499
TOTAL					366.92		
10004150	SF ENFORCEMENT-BS	100128	JEFF CO DEPUTY TREASURER	PROBATED LEVY	16.00	136932	1543
TOTAL					16.00		
10004180	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	TAGS/LICE SPRAY/COMBS/MARKER/TRASH CAN/OPEN SAFE	228.17	136916	1542
TOTAL					228.17		
10004210	YOUTH DET CUSTODY	100193	JEFFERSON CO TREASURER	UNIFORM/JACKETS & BELT CLIP FOR RADIO FOR STAFF	196.50	137867	1725
TOTAL					196.50		
10006314	FAMILY CT CLKBHAM	100600	FAMILY COURT OF BHAM	Reimbursement of bank fees and charges	685.25		
TOTAL					685.25		
21305100	ROADS & TRANS ADM	100193	JEFFERSON CO TREASURER	WIRELESS KEYBOARD, IPAD COVER/SCREEN PROTECTOR,	76.63	137027	1559
TOTAL					76.63		
21305400	ROADS & TRANS HWY ENG CONS	100193	JEFFERSON CO TREASURER	HAND SANITIZER, THROTTLE TRIGGER, PARTS & FILTERS	256.00	136760	1521
21305400	ROADS& TRANS HWY ENG CONS	100193	JEFFERSON CO TREASURER	CDL RENEWAL- HOLIFIELD - CONCRETE WEDGES - BRIDGE	128.65	137098	1572
TOTAL					384.65		
21305600	R&T - MNT KET	100193	JEFFERSON CO TREASURER	OIL FILERS - AIR FILTER	56.99	134368	819
21305600	R&T - MNT KET	100193	JEFFERSON CO TREASURER	HAND SANITIZER, THROTTLE TRIGGER, PARTS & FILER	256.00	136760	1521
21305600	R&T - MNT KET	100193	JEFFERSON CO TREASURER	BATTERY BACKUP, WALL MOUNTING TAP - KETONA	204.38	137532	1663
21305600	R&T - MNT KET	100193	JEFFERSON CO TREASURER	WELDING WIRE & 2 TRASH -PICKER UPPERS KETONA	104.95	137824	1719
TOTAL					622.32		
24222030	HOME GRANT	1132644	METLIFE AUTO & HOME	C. GRAMMAR - HOMEOWNERS IN - 11/24/15 - 3782313781	1081.00	137174	1594
TOTAL					1081.00		
60407100	ESD GENERAL ADM	100193	JEFFERSON CO TREASURER	LICENSE RENEWAL AND CONFERENCE REGISTRATION FEE	175.00	136625	1483
TOTAL					175.00		
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	SILICONE;HEATER;EYE WASH; FACEPLATE; THERMAL UNIT	409.35	137906	1740
TOTAL					409.35		
60407252	VILLAGE CRLINE MAINT	100193	JEFFERSON CO TREASURER	PARTS FOR REPAIRING WOMEN'S RESTROOM AT VILLAGE	390.61	136500	1446
TOTAL					390.61		
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	SANDER AND PADS	69.81	136683	1500
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	SHIPPING BALLAST	12.62	136684	1501
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	FAUCET SUPPLIES FOR SHOWER REPAIR	109.17	136740	1517
TOTAL					191.60		
60407305	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	cash ticket requested by Chad Quick for POOL NET	41.48	136157	1358
60407305	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	petty cash	71.24	136615	1482
TOTAL					112.72		
60407306	VALLEY CREEK WWTP	100193	JEFFERSON CO TREASURER	REQCGAMER CONTRACTOR RELAY ISTAT WIPER BLADE XACT	344.90	136506	1450
60407306	VALLEY CREEKWWTP	100193	JEFFERSON CO TREASURER	req CGarner bucket tape impact wrench switch ADEM	605.06	137051	1567
TOTAL					949.97		
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Rope for Flag Pole	176.08	136635	1486
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Office supplies	17.50	136671	1494
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	ALTERNATOR REBUILD	118.45	136951	1547
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	TOLIT REPAIR PART	34.64	136954	1547
60407307	VILLAGE CREEK WWTP'	100193	JEFFERSON CO TREASURER	4140 BAR	50.00	136957	1547
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	METRIC SCREW	13.40	136961	1547
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	BATTERY	352.80	136963	1547
TOTAL					762.87		
60407323	WWTP ELEC MAINT	100193	JEFFERSON CO TREASURER	VEHICLE BRUCH; CEC; CONTROLER; 3/4 TEE; IAEI DUES	323.52	136959	1548
60407323	WWTP ELEC MAINT	100193	JEFFERSON CO TREASURER	D 100WH QUAD VOLTAGE KIT CORE;MOGUL BASE;	364.20	136964	1549
TOTAL					687.72		
60407324	WWTP INSMENT MAINT	100193	JEFFERSON CO TREASURER	GLUE TRAPS;DRY ERASE;MARKERS; MAUAL/PROCE DURES;	456.15	136323	1402
TOTAL					456.15		
60407330	BIOSOLIDS	100193	JEFFERSON CO TREASURER	CDL renewal for McBrayer and Shuford	40.00	136592	1469
TOTAL					40.00		
70101750	PERSONNEL BD TESTING	100193	JEFFERSON CO TREASURER	Petty Cash-Employee Mileage-Jay Gordon	48.30	137872	1726
70101750	PERSONNEL BD TESTING	100193	JEFFERSON CO TREASURER	Petty Cash-Employee Mileage - Ross Scruggs	41.40	137893	1726
70101750	PERSONNEL BD TESTING	100193	JEFFERSON CO TREASURER	Petty Cash-Employee Mileage-Ross Scruggs #2	39.10	137874	1726
70101750	PERSONNEL BD TESTING	100193	JEFFERSON CO TREASURER	Petty Cash-Employee Mileage-Ross Scruggs - Oct	46.00	137876	1726
70101750	PERSONNEL BD TESTING	100193	JEFFERSON CO TREASURER	Assessor Reimbursement - Daniel Jabens	125.00	137883	1730
TOTAL					299.80		
GRAND TOTAL					40,973.33		

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

Dec-3-2015-1151

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, THAT THE FOLLOWING PURCHASING 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 11/10/15 - 11/16/15

NO PURCHASING ITEMS

For Week of 11/17/15- 11/23/15

1. BULK STORES AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM SAN BENITO TEXTILE, SAN BENITO, TX, TO AWARD BID FOR WORKER RAGS TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 12/03/15 – 12/02/16. REFERENCE BID # 145-15
2. SHERIFF'S DEPARTMENT FROM CORNERSTONE DETENTION, MADISON, AL, TO AWARD BID FOR JAIL MATTRESSES TO BE ORDERED ON AN AS NEEDED BASIS BY USER DEPARTMENT FOR THE PERIOD OF 12/03/15 – 9/30/16.

REFERENCE BID # 150-15

3. GENERAL SERVICES – ELECTION FROM METRO TRUCK RENTAL, BIRMINGHAM, AL, TO RENEW BID CONTRACT FOR VAN RENTALS TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/15 – 9/30/16.
REFERENCE BID # 149-13

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

Dec-3-2015-1152

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 11/10/15 - 11/16/15 and 11/17/15 - 11/23/15, BE AND HEREBY IS APPROVED.

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

STAFF DEVELOPMENT

Multiple Staff Development

Revenue

Travis Hulsey, Daren Lanier, Keith Crawford, Kitha Carr, Sonya Stephens,
Jennifer Woods, Tracie Swanson, Theresa Rouse \$1,000.00
Alabama Licensing Official Conference
Prattville, AL – January 13-14, 2016

Individual Staff Development

Commission - District 5

Othell Phillips \$50.00
Essentials of Economic Development
Prattville, AL – November 4, 2015

David Carrington \$201.61
Association of County Commissioners of Alabama
Montgomery, AL – November 12-13, 2015

David Carrington \$100.00
Essentials of Economic Development
Birmingham, AL – December 3, 2015

David Carrington \$527.38
Alabama Economic Growth Summit
Birmingham, AL – February 18-19, 2016

Environmental Services

Vernon Lucas \$1,063.49
Alabama Society of Professional Land Surveyors Convention
Montgomery, AL – October 13-16, 2015

Revenue

Bruce Thomspson \$2,704.50
Tax Audit
San Antonio, TX – January 9-17, 2016

Wesley Moore \$1,561.05
Tax Audit
Atlanta, GA – January 17-23, 2016

Commission - District 4

T. Joe Knight. \$50.00
Economic Development Class

For Information Only

Personnel Board

Pete Blank \$1,780.14

2016 Training Conference and Expo
Orlando, FL – February 14-17, 2016

Terria McDonald \$108.29
Career Fair
Mobile, AL – September 16-17, 2015

Sheriff's Office

Ryan Murkerson \$895.50
NYPUM Certification Workshop
Forsyth, GA – December 6-11, 2015

Lawanda Bonner \$295.00
Law Enforcement Supervision
Birmingham, AL – December 1-3, 2015

Nathan Nichols \$895.50
Traffic Accident Reconstruction
Forsyth, GA – December 6-11, 2015

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

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

Dec-3-2015-1153

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and United Way of Central Alabama to provide assistance, in collaboration with the Community Food Bank of Central Alabama, to displaced mining and steel industry workers in the Jefferson County in the amount of \$15,000.

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program,"); and

WHEREAS, under this Program, the Jefferson County Commission has approved, by resolution dated November 19, 2015, grant funds to be awarded to the United Way of Central Alabama, Inc. to provide assistance, in collaboration with the Community Food Bank of Central Alabama, to displaced mining and steel industry workers in the Jefferson County; and

WHEREAS, the United Way of Central Alabama is a 501(c)(3) tax exempt organization seeking assistance with providing an emergency food pantry to assist those displaced steelworkers, coal miners and other Jefferson County residents in need of food assistance; and

WHEREAS, the Community Food Bank of Central Alabama is a 501(c)(3) tax exempt organization, serving people in need by securing and storing surplus food and household items and distributing through local partner agencies; and

WHEREAS, the United Way of Central Alabama and the Community Food Bank of Central Alabama meet the eligibility requirements of the Program; and

WHEREAS, the County Commission has recommended funding of \$15,000.00 to the United Way of Central Alabama, distributed on a pro rata basis from each Commissioner's discretionary fund, and the grant of such funds serves a good and sufficient public purpose.

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2016.
2. The County shall pay to the United Way of Central Alabama, a lump sum payment of \$15,000.00 upon execution of this agreement.
3. The United Way of Central Alabama, in collaboration with the Community Food Bank of Central Alabama, shall use the public funds to support an emergency food pantry open to displaced steelworkers, coal miners, and others in Jefferson County in need of food assistance.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. The United Way of Central Alabama shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County

Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by September 30, 2016, whichever shall occur first.

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

6. The United Way of Central Alabama representatives signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. The United Way of Central Alabama representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of 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 of 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 United Way of Central Alabama nor any of its officers, partners, owners, agents, representatives, employees or parties in interest 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 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 above, 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.

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

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

JAMES A. STEPHENS, PRESIDENT - JEFFERSON COUNTY COMMISSION

THE UNITED WAY OF CENTRAL ALABAMA, INC.

DREW LANGLOH, PRESIDENT AND CEO

THE COMMUNITY FOOD BANK OF CENTRAL ALABAMA

DAVID BELL, PRESIDENT

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

Thereupon the Commission Meeting was recessed.

The Commission reconvened in regular session at the Birmingham Courthouse December 15, 2015 at 2:30 p.m., James A. Stephens, 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

Commission Stephens stated that an opinion from the County Attorney's Office that an Executive Session is appropriate for the Commission to discuss with counsel the legal ramifications of and legal opinions for pending litigation involving Jefferson County and

controversies imminently likely to be litigated.

Motion was made by Commissioner Knight seconded by Commissioner Carrington that an Executive Session be convened. Voting "Aye" Knight, Carrington, Bowman, Brown and Stephens.

Thereupon the Commission Meeting was recessed.

The Commission reconvened in regular session at the Birmingham Courthouse December 15 , 2015 at 4:25 p.m., James A. Stephens, President, presiding and the following members present:

- District 1 - George F. Bowman
- District 3 - James A. (Jimmie) Stephens
- District 4 - Joe Knight
- District 5 - David Carrington

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

Dec-15-2015-1154

WHEREAS, the Jefferson County Commission filed a Validation Petition on August 13, 2015, in the Circuit Court of Jefferson County, Alabama styled *Jefferson County, Alabama, et al. v. The Taxpayers and Citizens of Jefferson County, Alabama, et al.*, Case No. CV 2015-903133-MCG, regarding Alabama Act Number 2015-226; and

WHEREAS, on December 14, 2015, the Circuit Court entered a Final Declaratory Judgment determining that Alabama Act Number 2015-226 was void and denied the County's Validation Petition; and

WHEREAS, the Jefferson County Commission desires to immediately appeal the Circuit Court's Final Declaratory Judgment.

NOW THEREFORE BE IT RESOLVED that the Jefferson County Commission hereby authorizes the attorneys representing Jefferson County to appeal the Final Declaratory Judgment issued by the Jefferson County Circuit Court to the Alabama Supreme Court.

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, December 17, 2015.

President

ATTEST

Minute Clerk