

STATE OF ALABAMA)

JEFFERSON COUNTY) April 12, 2011

The Commission convened in regular session at the Birmingham Courthouse at 9:02 a.m., David Carrington, President, presiding and the following members present:

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Minutes of March 22, 2011, be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

The Commission met in Work Session on April 5, 2011, and approved the following items to be placed on the April 12, 2011, Regular Commission Meeting Agenda:

- Commissioner Carrington, Administrative Services Committee - No items submitted.
- Commissioner Bowman, Health and General Services Committee Items I through VI.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items A through F.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items A through M.
- Commissioner Stephens, Finance & Information Technology Committee Items A through S.

Ida Tyree Hyche, incoming president of the League of Women Voters commended Jefferson County's web-site.

Ms. Andrews, with Juvenile Detention stated the mid-term audit by the State had been conducted and that there was still a problem with not having enough female staffing to work with the females they have in custody.

Commissioner Knight stated that he had met with Judge Scott Vowell regarding the decrease in bailiff staffing by the State.

Commissioner Bowman commended Holy Family for winning the State Chess Championship.

Commissioner Bowman introduced Calvin Grigsby of Grigsby and Associates to give a presentation regarding Jefferson County sewer system debt restructuring.

A Public Hearing was held to receive comments on the Commission's consideration of adoption of the following codes for Jefferson County:

- a) Electrical Code of Jefferson County, Alabama 2011 (b) Plumbing Code of Jefferson County, Alabama, 2009
(c) Fuel Gas Code of Jefferson County, Alabama, 2009 (d) Building Code of Jefferson County, Alabama, 2009

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

Apr-12-2011-224

ORDINANCE NO. 1797

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

WHEREAS, on the 22nd day of March, 2011, 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 12th day of April, 2011, at 9:00 A.M. Said code shall be known as the "Electrical Code of Jefferson County, Alabama, 2011."

Section B. That three (3) copies of said proposed "Electrical Code of Jefferson County, Alabama, 2011" shall be filed in the office of the County Commission Minute Clerk of Jefferson County, Alabama, Room 270-2, 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 28th day of March, 2011, 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 12th day of April, 2011.

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, 2011," by ordinance, in order to revise, update and amend the "Electrical Code of Jefferson County, Alabama, 2002," 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 12th day of April, 2011, for the consideration of the same. Three (3) copies of said proposed the "Electrical Code of Jefferson County, Alabama, 2011" (consisting of the "2011 Edition of the National Electrical Code" that was adopted by the National Fire Protection Association, Inc., at its annual meeting on June 7 – 10, 2010, in Las Vegas, Nevada, which code has been copyrighted, and the "Special Provisions," which modify, revise or are in addition to provisions contained in the "2011 Edition of the National Electrical Code") will be on file in the office of the County Commission Minute Clerk of Jefferson County, Alabama, Room 270-2, 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 28th day of March, 2011, 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 12th day of April, 2011;

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 "2011 Edition of the National Electrical Code" that was adopted by the National Fire Protection Association, Inc. at its annual meeting on June 7 – 10, 2010, in Las Vegas, Nevada, 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 "2011 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 22nd day of March, 2011, and set forth in the preambles of this ordinance. The "2011 Edition of the National Electrical Code" and the "Special Provisions," are hereby adopted as the "Electrical Code of Jefferson County, Alabama, 2011," and shall be effective and operative as such on and after the 2nd day of May, 2011, 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 the "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. 1743, the "Electrical Code of Jefferson County, Alabama, 2002," adopted by the Jefferson County Commission on October 29, 2002, be, and the same is hereby repealed as of the date upon which the "Electrical Code of Jefferson County, Alabama, 2011," 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 "2011 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 "2011 Edition of the National Electrical Code") to which this certificate is appended is the document referred to in Section 1 of Ordinance No. 1797 adopted by the Jefferson County Commission at a regular meeting thereof held on this the 12th day of April, 2011, 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, 2011" 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 2nd day of May, 2011, 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, 2011" 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 "2011 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, 2011," 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 thirteen (13) years as required by the Records Disposition Authority approved by the Jefferson County Commission on January 16, 2001. 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 reinspection 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.

© 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 maintenance 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.

© 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.

© 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, he shall be 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
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INSTALLATION OF ELECTRIC APPLIANCES

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
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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 reinspection, 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 either in the Birmingham Courthouse or the Bessemer 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 BELATED PERMITS

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

(a) 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.

(b) Qualification Examination Fees - There shall be no refund on qualification examination fees.

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.

© 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 this code.

© The term "master electrician," as used in this code, shall mean a person certified in accordance herewith 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 certified in accordance herewith who possesses the necessary qualifications, training and technical knowledge to install electrical wiring, apparatus or equipment for light, heat or power, as covered by the terms and provisions of this code. Also he shall be capable of performing said work according to drawings and specifications approved in accordance herewith and furnished to him 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.

(g) The term "maintenance electrician," as used in this code, shall mean a person certified in accordance herewith who possesses the necessary qualifications, training and technical knowledge to maintain electrical wiring, apparatus or equipment for light, heat or power, as covered by the terms and provisions of this code. He shall be capable of performing such maintenance work in accordance with standard rules and regulations governing such work. He shall be a full-time employee who is employed to maintain and make necessary repairs to the existing electrical wiring, apparatus and equipment, contained and used within, or upon building or premises, owned or occupied, or controlled by the person, firm, company, or corporation by whom he is employed.

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

It shall be the duty of the Electrical Examining Board to pass upon the qualifications of every person who may apply for certification as journeyman electrician in accordance herewith. Such applicants shall make written application for said journeyman certificate not less than forty (40) days prior to an examination to stand for said examination for a journeyman electrician certificate upon form provided by the County. Said application shall be accompanied by a fee of \$90.00. Such applicant shall be eligible for examination who:

(a) has worked a minimum of 6,000 hours as a registered apprentice electrician under the direct supervision of a Jefferson County master or journeyman electrician and has furnished the Inspection Services Department an annual report from his employer, certified by a master electrician, showing the number of hours and the type of work performed (residential, commercial or industrial); or

(b) has an electrical engineering degree from an accredited college of engineering; or

© has had such experience in the construction and design of commercial, industrial or residential electrical construction as shall be acceptable to the Board.

Such applicant shall be examined by written examination upon the fundamentals of electricity, the laws of the county pertaining to electrical installation and construction, the theory and practice of electrical installation and construction, and the ability of the applicant to do practical electrical installation and construction. Said written examination shall be administered by the Inspection Services Department through an independent testing agency. The Inspection Services Department shall report to the Electrical Examining Board the results of said written examination and the Electrical Examining Board shall forthwith issue a journeyman certificate to each applicant making a grade of seventy (70) or more on said examination.

A-109.5 QUALIFICATIONS OF MAINTENANCE ELECTRICIANS

It shall be the duty of said Board to pass upon the qualifications of every person who may apply for certification as maintenance electrician in accordance herewith. Such applicants shall make written application not less than forty (40) days prior to an examination to stand for examination for a maintenance electrician certificate, upon forms provided by the County. Said application shall be accompanied by a fee of \$90.00. Such applicant for a maintenance electrician certificate shall be eligible for examination and shall be examined in the same manner as prescribed for the examination of a journeyman electrician, in paragraph A-109.4, except that a grade of sixty-five (65) or more shall entitle the applicant to a maintenance electrician certificate.

A-109.6 QUALIFICATIONS OF MASTER ELECTRICIANS

It shall be the duty of said Board to pass upon the qualification of every person who may apply for certification as a master electrician in accordance herewith. Such applicants shall make written application not less than forty (40) days prior to an examination to stand for examination for a master electrician certificate upon forms provided by the County. Such application shall be accompanied by a fee of \$90.00. Such applicant shall be eligible for examination as a master electrician who:

(a) has had two years practical experience as a journeyman electrician under the supervision of a Jefferson County master electrician and has held an unrevoked certificate as such for the said two (2) years, or

(b) has a professional engineer's license issued by the State of Alabama Board of Registration for Engineers and Land Surveyors and has an electrical engineering degree from an accredited college of engineering; or

(c) has had such experience in the construction and design of commercial, industrial or residential electrical construction as shall be acceptable to the Board. Such applicant for a master certificate shall be examined in the same manner as an applicant for a journeyman's certificate and he shall also be examined on his knowledge, training and ability in the planning, laying out and supervision of electrical installation and construction work.

Said written examination shall be administered by the Inspection Services Department through an independent testing agency. The Inspection Services Department shall report to the Electrical Examining Board the results of said written examination and the Electrical Examining Board shall forthwith issue a master certificate to each applicant making a grade of seventy-five (75) or more on said examination.

A-109.7 RECIPROCITY

Notwithstanding the foregoing, it shall be lawful for the Electrical Examining Board to pass upon the qualifications of every person who may apply by written application, upon a form provided by the County, and who shall have presented to the Board a valid, current, unrevoked Certificate of Competency as a Master, Journeyman or Maintenance electrician issued by a governmental inspection agency which was obtained by passing a National Recognized Testing Service proctored electrical examination and attaining a grade as required by the appropriate section in this code and who shall have paid to the County a fee of \$50.00. The Electrical Examining Board chairman may issue a Master, Journeyman or Maintenance Certificate of Competency, as appropriate, upon completion of the above subject to final approval of the Board at the next regular meeting.

A-109.8 MEETING OF THE BOARD

The Board shall meet at least thirty (30) days prior to each examination 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 other times.

A-109.9 MASTER, JOURNEYMAN AND MAINTENANCE EXAMINATION TO BE HELD

Examination of applicants for master, journeyman and maintenance electrician certificates shall be held on the second Saturday of March, June, September and December of each calendar year.

A-109.10 EXAMINATION POSTPONEMENT

The Director of Inspection Services may for good cause at his discretion postpone to the nearest date possible any examination provided for in A-109.9 above.

A-109.11 TEMPORARY CERTIFICATES

Anything herein above to the contrary notwithstanding, it shall be lawful for the Director of Inspection Services to issue a temporary journeyman certificate to any applicant who shall have paid to the Director of Inspection Services an application fee of \$50.00, and holds a valid unrevoked journeyman card issued by another authority with similar journeyman electrician requirements as Jefferson County, or who, in the opinion of the Director of Inspection Services, has the necessary qualifications of a journeyman. The temporary journeyman electrician certificate shall be valid only until the day the next journeyman examination is to be given. However, if the holder of the said temporary journeyman certificate shall make application for and shall be permitted to stand the examination, then said temporary journeyman certificate shall be extended to the day the Inspection Services Department reports the grade made on the examination. Furthermore, the Director of Inspection Services may revoke the said temporary journeyman certificate at any time and no more than one temporary journeyman certificate can be issued to any one person.

A-109.12 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-109.13 RENEWAL OF CERTIFICATE OF COMPETENCY

Every certificate of competency whether master, journeyman, or maintenance, 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 without examination 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 without examination 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.

Any holder of a valid maintenance certificate for the current or preceding calendar year shall be entitled to a renewal certificate without examination 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 maintenance electrician in any period in which he does not hold a valid maintenance certificate.

A "P" or Grand fathered Card if allowed to lapse will render it invalid, and under this code cannot be renewed. Only by taking an exam proctored by a nationally recognized testing agency can a new card be issued.

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 without examination. After five years an exam proctored by a nationally recognized testing agency is required for renewal of the certificate.

A-109.14 REVOCATION AND SUSPENSION OF CERTIFICATE

The Electrical Examining Board shall have power to revoke any certificate if, after hearing, it shall find that any false statement was made in the application or that actual practice under such certificate has demonstrated, to the satisfaction of the Board, that the holder thereof does not possess the qualifications necessary for issuance of such certificate. Such a revoked certificate shall not be reinstated without examination as provided in Section A-109.4, Section A-109.5 and Section A-109.6. The Board shall have power to suspend any certificate 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.

A-109.15 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-109.16 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 a maintenance 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 herein above provided in this code.

A-109.17 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 holder of a maintenance 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 herein above 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-109.18 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-109.19 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-109.20 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-109.21 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.

© 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 "2011 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 "2011 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.

Article 310.106A of the "2011 Edition of the National Electrical Code" is amended as follows:

Conductor Voltage Rating (Volts)	Aluminum or Copper-Clad	
	Copper	Aluminum
0 - 2,000	14	2
2,001 - 8,000	8	2

8,001 - 15,000	2	2
15,001 - 28,000	1	1
28,001 - 35,000	1/0	1/0

Amend Article 334.12(A)(4), Uses Not Permitted, in Chapter III of the "2011 Edition of the National Electrical Code" to read as follows:

(4) In commercial garages.

Delete Article 340.12 in Chapter III of the "2011 Edition of the National Electrical Code" and substitute in lieu thereof the following Article 340.12.

ARTICLE 340.12 USES NOT PERMITTED

Type UF cable shall not be used as follows:

- (1) As service-entrance cable
- (2) In commercial garages
- (3) In theaters and similar locations
- (4) In motion picture studios
- (5) In storage battery rooms
- (6) In hoistways, or on elevators or escalators
- (7) In hazardous (classified) locations
- (8) Embedded in poured cement, concrete, or aggregate, except where embedded in plaster as nonheating leads

where permitted in 424.43

- (9) Where exposed to direct rays of the sun, unless identified as sunlight resistant
- (10) Where subject to physical damage
- (11) As overhead cable, except where installed as messenger-supported wiring in accordance with Article 396
- (12) In commercial buildings or on commercial premises

Delete Article 550.2 Definitions, Informational Note No. 1, of the "2011 Edition of the National Electrical Code" without substitution.

Delete Article 550.32(B) in Chapter V of the "2011 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 Stephens that the above resolution be adopted. Voting "Aye" Knight, Stephens, Bowman, Brown and Carrington.

Apr-12-2011-225

ORDINANCE NO. 1798

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

WHEREAS, on the 22nd day of March, 2011, 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 12th day of April, 2011 at 9:00 a.m. Said code

shall be known as the "Plumbing Code of Jefferson County, Alabama, 2009."

Section B. That three (3) copies of said proposed "Plumbing Code of Jefferson County, Alabama, 2009" shall be filed in the office of the County Commission Minute Clerk of Jefferson County, Alabama, Room 270-2, 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 28th day of March, 2011 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 12th day of April, 2011.

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, 2009" by ordinance, in order to revise, update and amend the "Plumbing Code of Jefferson County, Alabama, 2003," 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 12th day of April, 2011, for the consideration of the same. Three (3) copies of said proposed "Plumbing Code of Jefferson County, Alabama, 2009" (consisting of the "2009 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 "2009 Edition of the International Plumbing Code") will be on file in the office of the County Commission Minute Clerk of Jefferson County, Alabama, Room 270-2, 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 28th day of March, 2011, 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 12th day of April, 2011.

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 "2009 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 "2009 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 22nd day of March, 2011, and set forth in the preambles of this ordinance. The "2009 Edition of the International Plumbing Code" and the "Special Provisions," are hereby adopted as "The Plumbing Code of Jefferson County, Alabama, 2009," and shall be effective and operative as such on and after the 2nd day of May, 2011, 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. 1759, "Plumbing Code of Jefferson County, Alabama, 2003," adopted by the Jefferson County Commission on October 23, 2003, be, and the same is hereby repealed as of the date upon which "The Plumbing Code of Jefferson, County, Alabama, 2009," 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 "2009 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 "2009 Edition of the International Plumbing Code") to which this certificate is appended is the document referred to in Section 1 of Ordinance No. 1798 adopted by the Jefferson County Commission at a regular meeting thereof held on this the 12th day of April, 2011, 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, 2009" 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 2nd day of May, 2011, 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, 2009" 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 "2009 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, 2009," 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 thirteen (13) years as required by the Records Disposition Authority approved by the Jefferson County Commission on January 26, 2001. 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, he shall be 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 provided gas piping not to exceed ten (10) feet total developed length is 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, either in the Birmingham Courthouse or the Bessemer 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 ½" 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 Act No. 92-182 of the 1992 Regular Session of the Alabama Legislature.

109.2.2 Definitions.

1. A "Master Plumber" is any person in continuous and responsible charge of the installation, alteration, repair and renovation of plumbing work and who possesses a current, valid and unrevoked Certificate of Competency issued by the Alabama Plumbers and Gas Fitters Examining Board as a Master Plumber.

2. A "Journeyman Plumber" is any person who engages in or works at the actual installation, alteration, repair and renovation of plumbing work and who possesses a current, valid and unrevoked Certificate of Competency issued by the Alabama Plumbers and Gas Fitters Examining Board as a Journeyman Plumber.

3. A "Plumber Apprentice" is any person who is over the age of sixteen (16) years and who is engaged in learning the plumbing trade by working with and assisting a plumber in the layout, installation, maintenance and repair of plumbing and who possesses a current valid Certificate as a plumber apprentice issued by the Alabama Plumbers and Gas Fitters Examining Board.

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) 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 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 "2009 Edition of the International Plumbing Code," Inspection and testing of backflow prevention assemblies, without substitution.

Delete Section 606.2 in Chapter 6 of the "2009 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 fixtures. The hose bibb or hose

connection shutoff valve shall be the only shutoff valve required on washing machine connectors.

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 917 in Chapter 9 of the "2009 Edition of the International Plumbing Code" and substitute in lieu thereof the following Section 917.

SECTION 917 AIR ADMITTANCE VALVES

917 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 "2009 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 Stephens that the above resolution be adopted. Voting "Aye" Knight, Stephens, Bowman, Brown and Carrington.

Apr-12-2011-226

ORDINANCE NO. 1799

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

WHEREAS, on the 22nd day of March, 2011, 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 12th day of April, 2011, at 9:00 a.m. Said code shall be known as the "Fuel Gas Code of Jefferson County, Alabama, 2009."

Section B. That three (3) copies of said proposed "Fuel Gas Code of Jefferson County, Alabama, 2009," shall be filed in the office of the County Commission Minute Clerk of Jefferson County, Alabama, Room 270-2, 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 28th day of March, 2011, 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 12th day of April, 2011.

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, 2009," by ordinance, in order to revise, update and amend the "Gas Code of Jefferson County, Alabama, 2003," 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 12th day of April, 2011, for the consideration of the same. Three (3) copies of said proposed "Fuel Gas Code of Jefferson County, Alabama, 2009", (consisting of the "2009 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 "2009 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 270-2, 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 28th day of March, 2011, 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 12th day of April, 2011.

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 "2009 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 "2009 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 22nd day of March, 2011, and set forth in the preambles of this ordinance. The "2009 Edition of the International Fuel Gas Code" and the "Special Provisions," are hereby adopted as "Fuel Gas Code of Jefferson County, Alabama, 2009," and shall be effective and operative as such on and after the 2nd day of May, 2011, 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. 1758, the "Gas Code of Jefferson County, Alabama, 2003," adopted by the Jefferson County Commission on October 23, 2003, be, and the same is hereby repealed as of the date upon which the "Fuel Gas Code of Jefferson County, Alabama, 2009" 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 "2009 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 "2009 Edition of the International Fuel Gas Code") to which this certificate is appended is the document referred to in Section 1 of Ordinance No. 1799 adopted by the Jefferson County Commission at a regular meeting thereof held on this the 12th day of April, 2011, 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, 2009," 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 2nd day of May, 2011, 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, 2009," 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 "2009 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, 2009," 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 thirteen (13) years as required by the Records Disposition Authority approved by the Jefferson County Commission on January 16, 2001. 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. 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 run out 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, he shall be 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, either in the Birmingham Courthouse or the Bessemer 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 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 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 Responsibility. It shall be the responsibility of the Master Gas Fitter 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 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 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 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 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

Instrument tests, when required, shall ensure that the flue gas temperature does not exceed 480 Fahrenheit above that of the air temperature surrounding the appliance, the concentration of CO₂ does not exceed 9%, the concentration of CO does not exceed 0.04%, and the concentration of oxygen is not less than 4% or more than 10%. This test shall be applicable to conversion burner installations, barometric damper installations, power burner installations, and at any time when, after testing by the Director of Inspection Services, the equipment is found not to comply with the above requirements.

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 Chapter 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. 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 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 Act No. 92-182 of the 1992 Regular Session of the Alabama Legislature.

109.2.2 DEFINITIONS

1. As used in this Code, the terms "gas fitting" or "gas work" shall include all work and materials in the installation, replacement or repair of consumer gas piping and/or the connection, installation, replacement, repair or servicing of gas appliances.

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 or gas work, and who is qualified under the terms and provisions of this Code.

As used in this Code, the term "Master Gas Fitter" shall mean a person who possesses the necessary qualifications, training, and technical knowledge to plan, layout and supervise the installation and replacement or install and replace gas piping and gas appliances and who possesses a current, valid and unrevoked Certificate of Competency issued by the Alabama Plumbers and Gas Fitters Examining Board as a Master Gas Fitter.

4. As used in this Code, the term "Journeyman Gas Fitter" shall mean a person who possesses the necessary qualifications, training, and technical knowledge to install and replace gas piping and gas appliances, and who possesses a current, valid and unrevoked Certificate of Competency issued by the Alabama Plumbers and Gas Fitters Examining Board as a Journeyman Gas Fitter.

5. As used in this Code, the term "Apprentice Gas Fitter" shall mean a person who is engaged in learning and assisting in the installation of gas piping and gas appliances, working directly under the supervision of a master or journeyman gas fitter, and who has successfully met the registration requirements of the Alabama Plumbers and Gas Fitters Examining Board as an apprentice gas fitter for the current year.

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 unless such person shall have in his possession a valid certificate for the capacity of the work performed issued to him 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 to employ as an assistant in any such work any person other than a holder of a certificate of competency, or the holder of a certificate of registration as an Apprentice Gas Fitter; or

3. for any holder of a certificate of competency 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.

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

Apr-12-2011-227

ORDINANCE NO. 1800

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

WHEREAS, on the 22nd day of March, 2011, 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 12th day of April, 2011, at 9:00 A.M. Said code shall be known as the "Building Code of Jefferson County, Alabama, 2009."

Section B. That three (3) copies of said proposed "Building Code of Jefferson County, Alabama, 2009" shall be filed in the office of the County Commission Minute Clerk of Jefferson County, Alabama, Room 270-2, 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 28th day of March, 2011, 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 12th day of April, 2011.

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, 2009," by ordinance, in order to revise, update and amend the "Building Code of Jefferson County, Alabama 2003," 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 12th day of April, 2011, for the consideration of the same. Three (3) copies of said proposed "Building Code of Jefferson County, Alabama, 2009" (consisting of the "2009 Edition of the International Building Code" and the "2009 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 "2009 Edition of the International Building Code" and the "2009 Edition of the International Residential Code") will be on file in the office of the County Commission Minute Clerk of Jefferson County, Alabama, Room 270-2, 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 28th day of March, 2011, 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 12th day of April, 2011.

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 "2009 Edition of the International Building Code" and the "2009 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 "2009 Edition of the International Building Code", the "2009 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 22nd day of March, 2011, and set forth in the preambles of this ordinance. The "2009 Edition of the International Building Code", the "2009 Edition of the Residential Building Code", and the "Special Provisions," are hereby adopted as the "Building Code of Jefferson County, Alabama, 2009," and shall be effective and operative as such on and after the 2nd day of May, 2011, 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 the "Special Provisions" on the official minutes of the County Commission. (See "Special Provisions" following Section 9 of the ordinance.)

Section 3. That Ordinance No. 1757, the "Building Code of Jefferson County, Alabama, 2003," adopted by the Jefferson County Commission on October 23, 2003, be, and the same are hereby repealed as of the date upon which the "Building Code of Jefferson County, Alabama, 2009," 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 "2009 Edition of the International Building Code" and the "2009 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 "2009 Edition of the International Building Code" and the "2009 Edition of the International Residential Building Code") to which this certificate is appended is the document referred to in Section 1 of Ordinance No. 1800 adopted by the Jefferson County Commission at a regular meeting thereof held on this the 12th day of April, 2011, 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, 2009" 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 May 2, 2011, 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, 2009" 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 "2009 International Building Code" and the "2009 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, 2009," 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 "2009 Edition International Residential Code," Part II through Part VII and Part IX. Part VIII-Electrical shall comply with the most current edition of the "Electrical Code of Jefferson County, Alabama".

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 most current "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 "2009 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 "2009 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 "2009 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 "2009 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 devises; 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.

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 thirteen (13) years as required by the Records Disposition Authority approved by the Jefferson County Commission on January 16, 2001. 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 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.

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 thirteen (13) 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 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, either in the Birmingham Courthouse or the Bessemer 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.

Add Exception 6 to Section 302.1 in the "2009 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 Exception in the "2009 Edition of the International Residential Code" and replace with the following:

Exception: A common 2-hour fire-resistive rated wall is permitted for townhouses if such walls do not contain plumbing or mechanical equipment, ducts or vents in the cavity of the common wall. Electrical installations shall be installed according to the most currently adopted Electrical Code of Jefferson County. If the townhouse is sprinklered according to section R313, a common 1-hour fire-resistive rated wall assembly tested in accordance with ASTE 119 or UL 263 is permitted with the above listed conditions.

R302.2.2.4 Structural independence.

Exceptions: Delete item 5 and substitute in lieu thereof the following:

5. Townhouses separated by a common 2-hour resistance rated wall unless sprinklered according to R313 then 1-hour fire resistance rated wall as provided by Section R302.2.

Add Subsection R302.2.2.5 to Section R302.2 in the "2009 Edition of the International Residential Code."

R302.2.2.5 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.

Delete without substitution Section R313 Automatic Fire Sprinkler Systems of the "2009 Edition of the International Residential Code."

Delete Sections 2701 and 2702 in Chapter 27 of the "2009 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 most current edition of The Electrical Code of Jefferson County, Alabama.

Delete Section 3303 in Chapter 33 of the "2009 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 inorganic 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.

Add the following subsections to Section 3403.1 in Chapter 34 Existing Structures in the "2009 Edition of the International Building Code."

3403.1.1 If, within any twelve (12) month period, alterations or repairs costing in excess of fifty (50) percent of the then physical value of the building are made to an existing building, such building shall be made to conform to the requirements of this Code for new buildings.

3403.1.2. If an existing building is damaged by fire or otherwise in excess of fifty (50) percent of its then physical value before such damage is repaired, it shall be made to conform to the requirements of this Code for new buildings.

3403.1.3 If the cost of such alterations or repairs within any twelve (12) month period or the amount of such damage as referred to in 3403.1.2 is more than twenty-five (25) percent but not more than fifty (50) percent of the then physical value of the building, the portions to be altered or repaired shall be made to conform to the requirements of this Code for new buildings to such extent as the Building Official may determine.

3403.1.4 For the purpose of this section, physical value of the building shall be determined by the Building Official.

3403.1.5 If the occupancy of an existing building is changed, the building shall be made to conform to the requirements of this Code for the new occupancy. If the occupancy of only a portion of an existing building is changed and that portion is separated from the remainder as stipulated in Section 706, then only such portion need be made to conform.

3403.1.6 Repairs and alterations, not covered by the preceding paragraphs of this section, restoring a building to its condition previous to damage or deterioration, or altering it in conformity with the provisions of this Code or in such manner as will not extend or increase an existing non-conformity or hazard, may be made with the same kind of materials as those of which the building is constructed; but not more than twenty-five (25) percent of the roof covering of a building shall be replaced in any period of twelve (12) months unless the entire roof covering is made to conform with the requirements of this Code for new buildings.

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

Commissioner Bowman recognized Charles Smith and the W.J. Christian 2011 Magic City Chess Champions.

Commissioner Brown recognized Wayne Sullivan as recipient of the Alabama County Commissioners Association, 2011 County Engineer of the year award.

FTI Consulting made a presentation on Budget, Cash Flow, General Fund, Health Care and Chapter 9 considerations.

Apr-12-2011-228

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the non-profit organization My Brother's Closet - My Sister's Trunk for use of the 2121 Building loading dock and storage room and the Central Laundry, to be used for storage of clothes donated for their annual clothing drive April 1, - May 2, 2011, be and hereby is approved.

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

Apr-12-2011-229

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama Steris Company to provide comprehensive services and preventive maintenance on all Steris medical equipment parts at Cooper Green Mercy Hospital for the period March 1, 2011 - February 29, 2012 in the amount of \$29,192.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Alabama Card Systems, Inc. to provide annual maintenance support for the data card systems and printers used to process credit cards for the period October 1, 2010 - September 30, 2011 in the amount of \$13,413.12.
CONTRACT NO 00002342

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this October 1, 2010 by and between Jefferson County Alabama, hereinafter called "the County", and AL CARD SYSTEM called "the Contractor". The effective date of this agreement shall be October 1, 2010.

WHEREAS, the County desires to contract for maintenance support for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to furnish said software 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 purchase the software support hereinafter set forth.

2. SCOPE OF SERVICES: This contract results from Cooper Green Mercy Hospital request for Annual Maintenance Agreement for Data card systems and printer. The contract describes the scope of services called for and constitutes the entire agreement between the parties. The Scope of Services is as follows:

DESCRIPTION	QTY	AMOUNT
860 Imprinters	12	\$ 1,281.60
861 Imprinters	2	\$ 213.60
4315 Imprinters	3	\$ 320.40
45 Imprinter	6	\$ 640.80
5000 Imprinters	5	\$ 534.00
2000 Imprinters	33	\$ 3,524.40
280 Embosser	1	\$ 1,830.24
295 Embosser	1	\$ 2,534.04
275 Embosser	1	\$ 2,534.04

Maintenance Agreement Price Include Parts, Labor, Mileage, Ink Roller, plastic cards Green, Red & Gold), Loaner Printers

GRAND TOTAL \$ 13,413.12

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to the Department of Information Technology at any time after the effective date of this Contract. The Contract term expires on September 30, 2011 with the option to renew for a period of up to two (2) additional one (1) year terms.

4. COMPENSATION: The Contractor shall be compensated for the annual software and support a sum of \$13,413.12 payment terms are Net 30.

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

6. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.

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

8. 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.

9. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any 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.

10. **HOLD HARMLESS AND INDEMNIFICATION:** Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed 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. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

11. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama.

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

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

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

15. **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.

16. **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 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.

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

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

WITNESSES:

JEFFERSON COUNTY, ALABAMA

David Carrington, President - Jefferson County Commission

WITNESSES:

CONTRACTOR

Lucy Drake, Office Manager

Alabama Card Systems, Inc.

Sandra Hullet , MD - CEO/Medical Director

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

Apr-12-2011-231

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Diagnostic Health MRI of Gadsden, Inc., d/b/a Highlands Diagnostic Center to provide diagnostic services as medically necessary for a period of one year, beginning upon execution, in an amount not to exceed \$65,000.

DIRECT BILL AGREEMENT

THIS AGREEMENT, is made as of the day signed below (the "Effective Date") by and between Cooper Green Mercy Hospital (hereinafter referred to as "Client") and Diagnostic Health MRI of Gadsden Inc, d/b/a Highlands Diagnostic Center located at 2173 Highland Avenue South, Birmingham, AL 35205 (hereinafter referred to as "Seller").

WHEREAS, Client and Seller wish to enter into this Agreement with one another to their mutual benefit as more fully described below.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and other good and valuable consideration, the parties agree as follows:

Seller shall provide certain diagnostic services as may be medically necessary when acting as an authorized treating facility by Client or when requested by authorized personnel acting on behalf of Client

It is hereby stipulated and agreed between Client and Seller with respect to any claim or action arising out of any service performed under or pursuant to this agreement, each party hereto shall remain liable for payment of that portion of claims, liabilities, costs, expense, demands, settlements, or judgment resulting from the negligent actions or omissions of itself or of its agents, representatives, officers, directors, and employees.

Both parties agree to indemnify and hold harmless the other party from and against claims, demands, actions, settlements, cost, damages or judgments including attorney fees and litigation expenses based upon or arising out of the activities described in the agreement or such claims, demand, action settlements, costs, damages, or judgments related to the negligence, actions, or omissions of either party or its agents, representatives, officers, directors, and employees. Both Parties agree that the provisions of this section shall survive the termination of this Agreement.

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.

Termination For Convenience

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

TERMS OF AGREEMENT: This Agreement shall have an initial term of one (1) year term commencing on the date that it is signed by the Jefferson County Commission President. This Agreement may be renewed for successive one (1) year terms for a total of two (2) additional years with approval by the Contractor and the Jefferson County Commission.

This Agreement may be terminated with or without cause by either party at any time by providing at least thirty (30) days prior written notice to the other party. The Agreement may also be terminated immediately in the event of any material breach or default by either party following written notice to the breaching party of such breach or default, if the breaching party does not cure such breach or default within ten (10) calendar days of receipt of written notice.

Assumption of Risk, Hold Harmless Indemnification. Contractor acknowledges that Contractor, Contractor's agents, and Contractor's employees are not agents or employees of Hospital for any purpose and is not entitled to any type of leave, insurance, or other employee benefit from Hospital. Contractor shall not represent itself to any third party as an agent or employee of Hospital. Each Party agrees to

indemnify and hold harmless the other Party (to the extent allowed under applicable law and liability coverage) from and against any and all claims, loss, damages, liability, costs, expenses, judgments or obligations resulting from the negligent act, failure to act or willful misconduct of the indemnifying Party, its employees, partners, officers or agents.

Joint Oversight Committee. Hospital and Company shall establish a Joint Oversight Committee ("JDOC") which shall be responsible for the operational, clinical quality, and performance improvement components of the Agreement. The chairperson of the JDOC shall be a Hospital nursing executive and the JDOC shall meet at least quarterly. JDOC participants shall consist of appropriate Hospital leadership representing nursing, quality management, infection control and case management in addition to the Medical Director, the Company director of operations, and the Administrator.

(a) Quality Assurance. Company agrees, at Hospital's request, to participate in Hospital's Quality Assurance Program, in order to comply with applicable standards of The Joint Commission ("Joint Commission") and Medicare. Company shall monitor mutually agreed upon quality aspects of patient care and safety, and provide regular reports to a designated person or department as directed, and in compliance with Federal, State and other regulatory agencies. Company may provide survey forms to patients regarding the Services.

(b) Performance Improvement. Hospital has a number of goals it hopes to attain and requires the assistance of Company to insure that services are provided in a safe, timely, effective, efficient and patient centered manner. Company agrees to assist the Hospital in establishing processes and tools that promote the Hospital's goals, consistent with and according to current medical standards. Therefore, Hospital and Company agree to establish mutually agreed upon Performance Improvement Indicators ("PI Indicators") on an annual basis. The JDOC shall review Performance Improvement reports on a quarterly basis. Company agrees to collect and report to Hospital data of importance to the quality of care and utilization of dialysis and renal replacement therapies; however, notwithstanding anything to the contrary in this Section, Hospital retains professional and administrative responsibility for the Services. Subject to Agreement's confidentiality restrictions, each party agrees to share with the other party such information and data in a timely manner as is reasonably necessary for performance improvement, and for purposes of JDOC review of PI Indicators."

All capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

In all other respects, the parties do hereby ratify and reaffirm the provisions of the Agreement, which shall continue in full force and effect, except as amended hereby.

Both parties acknowledge that information relating to the terms of this Agreement, including, but not limited to, information about the reimbursement terms, is confidential and solely for the use of Client and Seller. Both parties also agree not to sell or share the information about the reimbursement terms to or with any third party without prior written consent of the other party. Any document marked "confidential" will be expressly treated as such during the course of this Agreement.

No amendment or modification to this agreement will be effective unless agreed to in writing by both parties.

Reimbursement - Claim submission guidelines, reimbursement rates and payment provisions are outlined in Exhibit A incorporated and attached hereto.

The laws of the State of Alabama shall govern this agreement.

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement, but not expressly set forth in this Agreement, are of no force or effect.

It is the intent of the parties that this Agreement and all actions taken pursuant hereto be in full compliance with all applicable federal and state laws. Changes in those laws or their interpretation may affect the terms of this Agreement. Accordingly, both parties agree to cooperate with each other in complying with all applicable laws and the parties, if necessary, shall renegotiate in good faith any term(s) necessary to so comply.

This Agreement shall not be assigned, delegated or transferred by either party without prior written consent from the other party.

Any notice required by this Agreement shall be delivered in person or sent by certified mail, return receipt requested, to the addressee's respective principal places of business listed below, or to such other address as may be specified by a party to the other by notice in accordance with this paragraph.

To Seller

Diagnostic Health Corporation
22 Inverness Center Pkwy, Suite 425
Birmingham, AL 35242
Attn: Managed Care

To Client

Cooper Green Mercy Hospital
1515 6th Avenue South
Birmingham, AL 35233

With a copy to:

Highlands Diagnostic Center
Attn: Brad Wideman
2173 Highland Avenue South
Birmingham, AL 35205

Notices shall be deemed given when personally delivered or three (3) calendar days after the date post-marked and mailed as provided above.

IN WITNESS WHEREOF, the parties have executed this agreement, which shall become effective on 1/1/2010.

Client:	Jefferson County Commissioner President
Sandra Hullett, MD	David Carrington
CEO/Medical Director	Jefferson County Commission President
Seller:	
John Walker, VP Finance	

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

Apr-12-2011-232

BE IT RESOLVED, by the Jefferson County Commission, that the Chief Financial Officer is authorized and directed to transfer \$43,796.88 to General Fund (Fund 1000000000) from Cooper Green Hospital (Fund 7031000000) to reimburse General Services in order to provide sufficient security in the Emergency Room because of renovation.

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

Apr-12-2011-233

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 Hospital (CGMH) and George Washington Carver High School for Cooper Green Mercy Hospital to provide clinical observation experience for students.

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

Apr-12-2011-234

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 and Lerch Bates & Associates to provide basic elevator consulting services and to provide annual elevator certification inspection services both for the period January 1, 2011 through December 31, 2011 in the amount of \$50,705.

Contract Amendment No. 1

This Amendment to Contract entered into the 20th day of January, 2009, between Jefferson County, Alabama, hereinafter referred to as "the County, and Lerch Bates., hereinafter referred to as the "Contractor" to provide Basic Vertical Transportation Consulting Services.

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:

This contract results from Jefferson County's request for RFQ 51-09. The Contract between the parties referenced above, which was approved by the Commission on January 20, 2009 and recorded in Minute Book 157, Pages 340-343, is hereby amended as follows:

- Amendment No. 1; Contract Extension Request; 1-1-2011 to 12-31-2011.

Contract History

- Addendum No. 1; Amount of \$6480.00 Approved 7-14-2009; add Elevator Certification Inspections.
- Contract Renewal; Amount of \$50705.00 Approved 3-16-2010; Recorded in Minute Book 159, Pages 400-401.
- Amendment No. 1; Contract Extension Request; 1-1-2011 to 12-31-2011.

The terms and conditions of Lerch Bates Quote, dated Jan 20, 2009 is incorporated herein by reference and attached hereto.

All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY COMMISSION

David Carrington, President

CONTRACTOR

Lerch Bates

Timothy J. Murphy,

Project Manager

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

Apr-12-2011-235

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the City of Fairfield to provide election services for Municipal Election to be held on May 10, 2011 in the amount of \$9,966 - revenue.

CONTRACT FOR ELECTION SERVICES

This Agreement is entered into this 14 day of March, 2011, by and between Jefferson County, Alabama, political subdivision of the state of Alabama (hereinafter called "the County"), and the city of Fairfield, Alabama, a municipal corporation, (hereinafter called "the City").

WHEREAS, the City's Municipal Election will occur on May 10, 2011, and, if required, a run off election will occur on N/A; and WHEREAS, the City desires to purchase certain election services from the County.

NOW THEREFORE IN CONSIDERATION OF THE ABOVE AND THE BELOW, the City and the County do mutually agree as follows: For the election on May 10, 2011. The City shall pay to the County, in advance of the provision of any service or equipment, and before the voting machines are to be delivered, the following unit pricing rates for each service or equipment as follows:

- M100 Voting Machines----\$450.00 each
- Automark Units----\$450.00 each
- M650 Voting Machines----\$450.00 each
- ePollbook Laptops----\$100.00 each
- Cellular Telephone----\$15.00 each
- Voter list for posting/publishing per thousand names----\$11.00 each
- Voter List on compact disc per thousand names----\$11.00 each + \$45.00 This does not include the provision of ballots or other printed materials which shall be acquired by the City separately from the vendor of such ballots and materials.

Primary Election - Requested Equipment

a.	M100 Voting Machines (\$450.00 each) 13 Machines @ \$450.00 each =	\$5,850.00
b.	Automark Machines (\$450.00 each 7 Machines @ \$450.00 each =	\$3,150.00
c.	M650 Voting Machines (450.00 each) Machines @ \$450.00 each =	\$ 0.00
d.	ePollbook Laptops (\$100.00 each) 6 Laptops @ 100.00 each =	\$ 600.00
e.	Cellular Telephone (\$15.00 each) 6 Telephones @\$15.00 each =	\$ 90.00

f.	Voter List for posting/publishing (\$11.00 per thousand names rounded up) 2 List @ \$11.00 each =	\$ 154.00
g.	Voter List on Compact Disc (\$11.00 per thousand names rounded up plus \$45.00)	
	1 Disc @ \$11.00 each + \$45.00 =	\$ 122.00
	Primary Election Equipment or Service Total Cost	\$9,966.00

Following receipt of the City's payment, the County shall deliver the voting machines to each polling location. The County shall provide the lists, electronic data, laptops, and cell phones to the City Clerk who shall provide the County with a receipt therefore. The County shall provide Election Day service, program testing and the County shall provide assistance to the City's Election Commission for canvassing all votes cast on the voting machines used for said election. The County shall further provide the City with the following at no additional cost:

- An absentee list
- A supplemental absentee list
- Voter books for each voting polling location Provisional vote count

RUN OFF ELECTION ON N/A. In the event of a run off election, the County will provide the requested equipment and services under the terms and conditions set forth, herein, provided the County receives full payment for such equipment and services before the voting machines are to be delivered. Actual cost will be determined by the quantities of equipment or services requested using the specified unit pricing. Pricing will be provided in the form of an invoice for payment and will be attached as a supplement ("Attachment A"), to this agreement.

The City hereby agrees to accept liability and responsibility for all equipment and materials provided to the City hereby, upon delivery by the County; and City agrees to indemnify and reimburse the County for any loss or damage to the equipment and materials, including County's voting machines, computers or equipment, which occurs following delivery by the County and until pickup by the County following each election.

This contract contains the entire understanding of the parties hereto and no change of any term or provision of this contract shall be valid or binding unless this contract is amended by written instrument which has been executed or approved by the County and the City.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized representatives.

JEFFERSON COUNTY, ALABAMA

DAVID CARRINGTON, President

Jefferson County Commission

CITY OF Fairfield, ALABAMA

_____, MAYOR

ATTEST:

City Clerk

Approved as o form by the Legal Dept.

City Attorney

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

Apr-12-2011-236

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Ninety day period for Sick Leave Conversion for Danny Collier is hereby waived and Sick Leave is granted beginning upon approval.

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

Apr-12-2011-237

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Ninety day period for Sick Leave Conversion for Rickey W. Childers is hereby waived and Sick Leave is granted beginning upon approval.

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

Apr-12-2011-238

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Ninety day period for Sick Leave Conversion for Jimmy Nix is hereby waived and Sick Leave is granted beginning upon approval.

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

Apr-12-2011-239

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, empowered and directed to execute this Cooperation Agreement between Jefferson County, Alabama and Bessemer Utilities for the West Highland Water Line Project (CDBG10-03J-U02-WHL). There is \$200,000 the in federal CDBG funds allocated to this project. This project is from the 2010 program year.

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

Apr-12-2011-240

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Midfield Library Expansion Project (CD0703-MIDL-M2), such bids having been opened on March 8, 2011, and listed as follows:

Contractor	Bid Amount	Notations	Total Bid
Syms Construction Co.	174,012.00	(24,512.00)	149,500.00
Bonds General Contracting Inc.	159,500.00	0	159,500.00
Modern Quality Construction, Inc.	179,202.00	(2,500.00)	176,702.00
Southeast Construction Co.	181,535.00	4,000	185,535.50
Coston General Contractors, Inc.	185,956.00	0	185,956.00
Hester Construction, Inc.	210,000.00	(18,600.00)	191,400.00
Clements Dean Building Co. LLC	250,000.00	(55,600.00)	194,400.00
Battle Miller Construction	200,000.00	(5,400.00)	194,600.00
A. G. Dre'co, Inc.	237,855.00	(6,855.00)	231,000.00
Goudy Construction, Inc.	266,886.00	0	266,886.00

WHEREAS, after tabulation by the Architect, The Owens and Woods Partnership, P.C. and consideration by the Jefferson County Office of Community & Economic Development, it has been recommended that the contract be awarded to the lowest & best bidder, Syms Construction Co. for the total bid amount of \$149,500.00

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, and hereby is authorized, empowered and directed to execute this Agreement on behalf of Jefferson County, Alabama and Syms Construction Co., for the Midfield Library Expansion Project (CD07-03-MIDL-M2) for the bid amount of One Hundred Forty Nine Thousand, Five Hundred and 00/100 Dollars (\$149,500.00). This project will be funded in full with federal Community Development Block Grant Funds. This project is from the Program Year 2007.

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

Brown, Stephens, Bowman, Carrington and Knight.

Apr-12-2011-241

WHEREAS, Congress has appropriated funds for the Emergency Shelter Grant (ESG) for the program year 2011; and
WHEREAS, Federal regulations governing the Emergency Shelter Grant Program, as amended by the Stewart B. McKinney Homeless Amendments Act of 1988 provide that each state shall receive grant allocations for homeless assistance under the ESG program from the U.S. Department of Housing and Urban Development; and

WHEREAS, the State of Alabama Department of Economic and Community Affairs will receive an allocation for the ESG program and therefore is requesting applications from units of local government to distribute funds; and

WHEREAS, Jefferson County Commission will submit an application for the State Emergency Shelter Grant for program year 2011 in the amount of \$113,300 (one hundred three thousand three-hundred dollars); for the following agencies: Bridge Ministries (\$20,000), Changed Lives Christian Center (\$35,000), YWCA Interfaith (\$20,000), YWCA Family Violence Center (\$35,000), and Jefferson County (\$3,300); and

WHEREAS, homeless individuals and families exist in Jefferson County, Alabama and can benefit from funds under the ESG program; and

WHEREAS, Jefferson County Commission hereby assures and certifies that we will comply with program requirements for which includes providing 100% local match for the proposed activities upon the acceptance of ESG funds.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission of Jefferson County, Alabama that the Commission President is authorized and hereby directed to execute and submit to the Alabama Department of Economic & Community Affairs the 2011 State Emergency Shelter Grant application, certifications and documents.

W. D. Carrington, President
Sandra Little Brown, Commissioner
George F. Bowman, Commissioner
T. Joe Knight, Commissioner
James A. "Jimmie" Stephens, Commissioner

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

Apr-12-2011-242

WHEREAS, Asbestos Workers Local 78 desires to provide occupational training to Adult participants; and

WHEREAS, the agreement is for the period July 1, 2011 through June 30, 2012.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Asbestos Workers Local 78 for Program Year 2011.

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

Apr-12-2011-243

WHEREAS, Asbestos Workers Local 78 desires to provide occupational training to Dislocated Worker participants; and

WHEREAS, the agreement is for the period July 1, 2011 through June 30, 2012.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Asbestos Workers Local 78 for Program Year 2011.

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

Apr-12-2011-244

A RESOLUTION TO TRANSFER COUNTY UNITS FROM ONE DEPARTMENT TO ANOTHER DEPARTMENT
WHEREAS, the County Fleet Manager wants to transfer the following units: A008303, A028301, A028307, B068309, C028308, and C038303 out of General Services Communications to Information Technologies Department.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION
that following units: A008303, A028301, A028307, B068309, C028308, and C038303 be transferred from GS and to IT and renumbered.

BE IT FURTHER RESOLVED that the Fleet Manager be and hereby is authorized to execute any documents to effect this transaction.

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

Apr-12-2011-245

BE IT RESOLVED by the JEFFERSON COUNTY COMMISSION, that upon the recommendation below the following transaction is hereby approved and the Finance Department is directed to make payment as stated.

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer
Department: Roads & Transportation
Date: March 14, 2011
Purpose: Pay Jones & Berry, P.C. Real Estate Trust Account
Invoice for Acquisition Costs - Settlement Due to L & K Properties, LLC) - Tract No. 26
Project No. STPBH-7002(600) - Morgan Road Widening Agent - Alan K. Dodd
Price: \$45,500.00
Pay to the order of Jones & Berry, P.C, Real Estate Trust Account
Mailing Address: 1205 North 19th Street
Birmingham, AL 35224

Fund # 4022000000
Bus. Area # 5100
GL Object -# 515710
Fund Center -# 5100000000
WBS #C.981.D
Functional Area - THRO
Check Delivery Code: #84

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

Apr-12-2011-246

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from Rondall Cole to waive the ninety (90) day requirement for sick leave conversion, be and hereby is approved.

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

Brown, Stephens, Bowman, Carrington and Knight.

Apr-12-2011-247

Whereas, In a continuing effort to recognize and honor organizations and individuals who impact our communities and our lives for the better, we celebrate National Medical Laboratory Professionals Week -April 24-30, 2011. We honor these professionals who practice in the medical laboratory, and are invaluable members of the patient's health care team; and

Whereas, These well-educated. and highly-framed health professionals perform and evaluate medical laboratory tests to detect, diagnose, monitor treatment, and help prevent diseases, and save countless lives each day. Their dedication to quality medical testing and exceptional patient care is demonstrated daily in thousands of laboratories across this nation; and

Whereas, The celebration of National Medical Laboratory Week originated in 1975. In the fall of 2005, National Medical Laboratory Week was changed to National Medical Laboratory Professionals Week in an effort to emphasize the person whose expertise is needed in the performance of laboratory testing. As of the year 2010, the recurring theme of the event will be "Laboratory Professionals Get Results"; and

Whereas, In its 36th year, National Medical Laboratory Professionals Week celebrates the important contributions that are made every day to healthcare and public health by all laboratory professionals. There are approximately 300,000 practitioners of clinical laboratory science in the United States. Since the development of this career group in the 1920s, the clinical laboratory science professional has played an increasingly vital role in the diagnosis and prevention of disease. Today, the clinical laboratorian is a key member of a health care team; and

Whereas, Celebrating National Medical Laboratory Professionals Week helps to increase recognition for the profession. Further, as the various professional groups within laboratory practice work together on this project, the sense of unity and purpose necessary to further the goals of all laboratorians is reinforced.

Now, therefore, be it resolved, the Jefferson County Commission does celebrate these professionals and pathologists who play a vital role in every aspect of health care.

Adopted by the Jefferson County Commission in Birmingham, Alabama. A copy of this Resolution is spread upon the minutes of the Jefferson County Commission on this the 12th day of April, 2011.

W. D. Carrington, President
George F. Bowman, Commissioner
Sandra Little Brown, Commissioner
T. Joe Knight, Commissioner.
James A. Stephens, Commissioner

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

Apr-12-2011-248

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute the following agreement between Jefferson County, Alabama and International Computer Works for sole-source software support for GeoElection and MapInfo software in the amount of \$8,216.00.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Resolution No. FEB-8-2011-76 at Minute Book 161, Page 249, is hereby rescinded.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 25th February, by and between Jefferson County Alabama, hereinafter called "the County", and INTERNATIONAL COMPUTER WORKS called "the Contractor". The effective date of this agreement shall be February 25, 2011.

WHEREAS, the County desires to contract for professional services to the Jefferson County Commission, hereinafter called "the County"; and

WHEREAS, the Contractor desires to furnish said professional services to the Jefferson County, Alabama, Board of Registrars;
 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 the need for the Jefferson County Board of Registrars' software maintenance for the GeoElection and Map Info software suite provided as a sole source provider by INTERNATIONAL COMPUTER WORKS. This CONTRACT describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The entire response from INTERNATIONAL COMPUTER WORKS is adopted herein by reference. Those two components and this CONTRACT document constitute the entire agreement between the parties. The Scope of services are as follows, but not limited to:

DESCRIPTION OF CAPACITY LICENSES	QTY	ANNUAL PRICE
1. ANNUAL MAINTENANCE & TECH SUPPORT FOR GEOELECTION SUITE PRODUCT #CMSEGL 1400 OF SOFTWARE INCLUDES: MAPINFO PROFESSIONAL MIUWEU1000049466TIGERUS: 840TGR094230076 GEOELCTIONS: 610GEL092430076	1	\$ 6,500.00
2. ANNUAL MAINTENANCE AND SUPPORT OF MAPINFO LICENSES PRODUCT # 6MIUPUSWNMATSM OF SOFTWARE: MAPINFO PROFESSIONAL SERIAL NUMBER AS FOLLOWS: MIUWEU1000049467, MIUWEU1000049468, MIUWEU1000049469 AND MIUWEU1000049470	4	\$ 1,716.00

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional services to Jefferson County Commission after the effective date of this Contract. The Contract term expires on February 25, 2012 with the option to renew for a period of up to two (2) additional one (1) year terms. Pricing is only valid for the length of time as noted on the quote.

4. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any 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.

5. 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.

6. COMPENSATION: The Contractor shall be compensated for services rendered in the amount of \$8,216.00 Payment terms are Net 30 days after receipt of invoice.

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 all applicable federal, state and local taxes, etc. and the County will not be obligated for same under this contract.

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

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

11. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY.

12. 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.

13. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate Commercial General liability insurance of \$1,000,000 per occurrence. Before beginning work, contract party shall file with the County evidence of insurance 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) Commercial General Liability; 2) Worker's Compensation and Employer's Liability.

14. 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 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.

15. VIOLATION: Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination.

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

17. LIMITATION OF LIABILITY: NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY. THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES CUSTOMER PURCHASES UNDER THIS AGREEMENT. BOTH PARTIES TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE PRODUCTS OR SERVICES PURCHASED BY CUSTOMER PURSUANT TO THIS AGREEMENT SUBJECT TO THE CLAIM.

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

WITNESSES:

JEFFERSON COUNTY, ALABAMA
W. D. Carrington
Jefferson County Commission
INTERNATIONAL COMPUTER WORKS
Ken Tozier

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

Apr-12-2011-249

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its understanding

of the following described matter and approves or ratifies the action of JOE KNIGHT as its representative on the Jefferson County Emergency Management Agency ("EMA") Council.

Interagency Hazardous Materials Public Sector Training and Planning Grants agreement with the Alabama Emergency Management Agency in the amount of \$37,500 (\$30,000-federal funds; \$7,500-match funds).

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

Apr-12-2011-250

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the District Attorney and Deputy District Attorney Kylie Fitts Jernigan to have the County provided compensation, pension contribution and health insurance amounts paid directly to the Office of Prosecution Services and merged with State provided compensation and paid to the Deputy District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

AGREEMENT

RECITAL:

Alabama law requires Jefferson County to pay specified annual compensation to the Birmingham and Bessemer District Attorneys and their deputies. The law also requires the State to pay a portion of the compensation for the District Attorneys and for some of the Deputy District Attorneys. Where the compensation responsibility is divided between the County and the State, the Attorneys' pension membership is also divided between the County pension and the State pension. Through this Agreement, the parties establish an option for the District Attorneys and the Deputy District Attorneys to elect to have the County provided compensation, pension contribution and health insurance amounts for single or family coverage paid directly to the Office of Prosecution Services (OPS) and merged with the State provided compensation and paid to the Deputy District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

WITNESSETH:

IN CONSIDERATION OF THE PREMISES, Jefferson County (the County), the District Attorney and the Deputy District Attorney agree as set out below:

Definition: As used herein the term "County provided compensation/benefits" shall mean:

- a) The respective salary amounts for DDA's established by legislative act (and as amended) applicable to the Birmingham and Bessemer District Attorneys Offices and directed to be payable by Jefferson County as salary compensation;
- b) An amount equal to 3% of the salary compensation representing an employer pension match;
- c) An amount equal to 86% of the amount paid by the State toward the cost of State health insurance for either single or family coverage elected by the DDA.

* In accordance with past practice, the County shall include an amount for FICA upon the condition that the County will be reimbursed by the State.

- 1) By execution below, the Deputy District Attorney hereby elects to have his County-provided compensation/benefits paid directly to the Office of Prosecution Services and merged with his State-provided compensation and paid to him on the OPS payroll.
- 2) By execution below, the District Attorney hereby endorses and approves the above election of the Deputy District Attorney.
- 3) The County hereby agrees to make monthly payments of the County-provided compensation/benefits directly to the Office of Prosecution Services for merger with the State-provided compensation and paid to the Deputy District Attorney on the OPS payroll.
- 4) The amount initially to be paid by the County is set out on the attachment. Provided however, the amounts shall be automatically amended to reflect changes in the compensation to be paid by the County; i.e., the annual step raises and promotions for Deputy District Attorneys and changes in insurance coverage and the amount paid by the State.
- 5) This Agreement may be terminated by any party upon two months prior written notice to the other parties.
- 6) The effective date of this Agreement shall be July 1, 1999, or upon the effective date of the undersigned DDA's election, if later.

IN WITNESS WHEREOF, the parties have executed this Agreement as reflected below.

JEFFERSON COUNTY, ALABAMA

Date

W. D. Carrington, President

Jefferson County Commission

Date Brandon K. Falls, District Attorney
Birmingham Division
Date Kylie Fitts Jernigan, Deputy District Attorney
Birmingham Division

AMENDMENT AGREEMENT
WITNESSETH

IN CONSIDERATION OF THE PREMISES, the Agreement between Jefferson County (the County), the District Attorney, and the Deputy District Attorneys of October, 1999, approved by County Commission Resolution No. Sept. 29-99 No. 1274, Minute Book 125, page 531, is hereby amended as follows:

Paragraph (3), page 2, is amended to read:

(3) The County hereby agrees to make the quarterly payments in advance, no later than the 10th day of the months January, April, July and October of each year, of the County-provided compensation/ benefits, directly to the Office of Prosecution Services for merger with the State-provided compensation and paid to the deputy district attorney on the OPS payroll.

IN WITNESS WHEREOF, the parties have executed this Amendment Agreement as reflected below.

JEFFERSON COUNTY, ALABAMA
W. D. Carrington, President
Jefferson County Commission
Brandon K. Falls, District Attorney
Kylie Fitts Jernigan, Deputy District Attorney

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

Apr-12-2011-251

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Ms. Beatrice Wilson Jones to serve on the Forestdale Fire District Board of Trustees, filling the unexpired term of Mr. Earl Sanders, ending September 2014, be and hereby is approved.

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

Apr-12-2011-252

WHEREAS, E. Wayne Sullivan, an employee of the Jefferson County Roads and Transportation Department request the waiver of the ninety (90) day notice requirement for the Jefferson County Sick Leave Conversion/Retirement Benefit Program.

NOW BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the ninety (90) day period for entrance to the Jefferson County Sick Leave Retirement/Benefit Program is hereby waived, and sick leave is granted upon approval.

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

Apr-12-2011-253

RESOLUTION TO REDUCE WORK WEEK OF EMPLOYEES
CLASSIFIED AS NON-EXEMPT PURSUANT TO

FAIR LABOR STANDARDS ACT

WHEREAS, Jefferson County's occupational and business license tax was authorized by Alabama Act 2009-811 enacted by the Alabama Legislature in its First Special Session in August, 2009; and

WHEREAS, on March 16, 2011, in the case styled *Weissman v. Jefferson County*, Civil Action No. 09-904022, the Alabama Supreme Court declared that the Alabama Legislature failed to comply with the newspaper publication requirement of § 106 of the Alabama Constitution prior to enacting Act 2009-811; and

WHEREAS, the occupational and business license tax produced an estimated annualized revenue of approximately \$73,000,000; and

WHEREAS, the Jefferson County Commission is required by § 11-8-3, Code of Alabama (1975), to maintain a balanced budget; and

WHEREAS, the loss of approximately \$73,000,000 in budgeted revenues would render the current budget out of balance; and

WHEREAS, the Jefferson County Commission must take swift action to comply with § 11-8-3, Alabama Code (1975); and

WHEREAS, after due consideration the Jefferson County Commission has determined that it is in the best interests of the citizens of Jefferson County that immediate cost savings be achieved by reducing the work week of all County employees classified as non-exempt pursuant to the Fair Labor Standards Act from 40 to 32 hours per work week for employees subject to the regular or medical pay plan and from 80 to 64 hours per pay period for employees subject to the 8/80 work rule.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that, effective April 23, 2011, the work week for all County employees classified as non-exempt pursuant to the Fair Labor Standards Act shall be reduced from 40 to 32 hours per work week for employees subject to the regular or medical pay plan and from 80 to 64 hours per pay period for employees subject to the 8/80 work rule.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that County employees who are classified as non-exempt pursuant to the Fair Labor Standards Act shall not be required or allowed to work or take paid leave for more than 32 hours per work week (or 64 hours if subject to the 8/80 work rule) without the prior written approval of the employee's Department Head except in clear emergency situations in which event the employee's supervisor shall report the employee's hours of work and the circumstances of the emergency in writing to the Department Head by the end of the next business day. The Department Head shall forward that written documentation to the Human Resources Director the following business day.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Payroll Manager is hereby directed to establish a separate payroll code entitled "reduced work week". Payroll Coordinators are hereby directed to utilize that payroll code to account for the reduced work week.

The following information was requested by the County Commission and should be noted that in regards to the staff at Cooper Green Mercy Hospital, the staff nurses and charge nurses are currently exempt employees and therefore would be exempt from the thirty-two (32) hour work week. All part time staff nurses, flexipool and baylor, are non-exempt because they work less than 32 hours per week. All LPN's are non-exempt.

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

Apr-12-2011-254

RESOLUTION TO CLOSE SATELLITE COURTHOUSES

WHEREAS, Jefferson County's occupational and business license tax was authorized by Alabama Act 2009-811 enacted by the Alabama Legislature in its First Special Session in August, 2009; and

WHEREAS, on March 16, 2011, in the case styled *Weissman v. Jefferson County*, Civil Action No. 09-904022, the Alabama Supreme Court declared that the Alabama Legislature failed to comply with the newspaper publication requirement of § 106 of the Alabama Constitution prior to enacting Act 2009-811; and

WHEREAS, the occupational and business license tax produced an estimated annualized revenue of approximately \$73,000,000; and

WHEREAS, the Jefferson County Commission is required by § 11-8-3, Code of Alabama (1975), to maintain a balanced budget; and

WHEREAS, the loss of approximately \$73,000,000 in budgeted revenues would render the current budget out of balance; and

WHEREAS, the Jefferson County Commission must take swift action to comply with § 11-8-3, Alabama Code (1975); and

WHEREAS, after due consideration the Jefferson County Commission has determined that it is in the best interests of the citizens of Jefferson County that immediate cost savings be achieved by implementing a 32 hour work week. In order to provide required staffing levels at the main Birmingham and Bessemer Courthouses, it is necessary to relocate personnel from the Satellite Courthouses located in Homewood, Forestdale, Gardendale and Center Point to the main Courthouses.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that, effective close of business April

22, 2011, the Jefferson County Satellite Courthouses at Homewood, Forestdale, Gardendale and Center Point shall be closed to the public.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of the Department of General Services immediately provide a copy of this resolution to the owners of those Satellite Courthouses which are leased to Jefferson County.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of the Department of General Services immediately notify the appropriate officials of the State of Alabama to relocate their employees assigned to the Satellite Courthouses on or before April 22, 2011.

Motion was made by Commissioner Knight seconded by Commissioner Bowman that the above resolution be amended to state that each of the satellite courthouses would close for one day per week on a rotating basis. Voting "Aye" Knight, and Bowman. Voting "Nay" Brown, Carrington and Stephens.

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

Apr-12-2011-255

BE IT HEREBY RESOLVED by the Jefferson County Commission that the Finance Director is instructed to pay the following amounts to the appropriate municipalities for the road tax collected during the fiscal year ending September 30, 2010:

	Municipality	Total
1000009	City of Adamsville	35,103.73
1000684	Town of Argo	2,687.49
1000086	City of Bessemer	291,588.83
1007046	City of Birmingham	2,774,168.06
1000127	City of Brighton	10,164.77
1000124	Town of Brookside	5,094.51
1000148	Town of Cardiff	187.53
1002912	City of Center Point	97,849.71
1002509	City of Clay	87,882.23
1000168	Town of County Line	395.18
1000214	City of Fairfield	66,157.57
1000229	City of Fultondale	84,211.40
1000233	City of Gardendale	156,031.45
1000253	City of Graysville	13,034.70
1002148	City of Helena	29,256.41
1000276	City of Homewood	543,986.15
1000277	City of Hoover	963,455.52
1000283	City of Hueytown	130,810.01
1000303	City of Irondale	168,367.33
1000330	Town of Kimberly	23,077.03
1019228	Town of Lake View	1.27
1000340	City of Leeds	108,662.31
1000345	City of Lipscomb	8,067.32
1000363	Town of Maytown	1,717.87
1000377	City of Midfield	35,795.63
1000388	Town of Morris	17,422.99
1000385	City of Mountain Brook	590,405.25
1000393	Town of Mulga	2,617.30
1000424	Town of North Johns	312.29
1003728	City of Pinson	47,102.02
1000444	City of Pleasant Grove	70,003.09
1000508	City of Sumiton	149.66
1000509	Town of Sylvan Springs	10,945.20
1000512	City of Tarrant	69,472.59
1001791	Town of Trafford	2,022.55
1000527	City of Trussville	333,076.36
1000548	City of Vestavia Hills	621,956.43
1000554	City of Warrior	23,953.69
1000561	Town of West Jefferson	<u>2,128.43</u>
	Totals	7,429,321.86

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

Apr-12-2011-256

BE IT HEREBY RESOLVED by the Jefferson County Commission that the Finance Director is authorized to pay the following amounts to the appropriate tax jurisdictions for the Business Privilege Tax (Shares Tax Replacement) collected by the State of Alabama Department of Revenue for the fiscal year ending September 30, 2010:

1000009	Adamsville City of	3,741.88
1000647	Bessemer Bd of Education	29,001.84
1000647	Bessemer Bd of Education	52,771.36
1000086	Bessemer City of	141,432.45
1000097	B'ham Board of Education	590,868.34
1000097	B'ham Board of Education	706,554.10
1000097	B'ham Board of Education	452,351.87
1007046	B'ham City of	2,757,183.91
1000127	Brighton City of	128.34
1000124	Brookside Town of	78.46
1002719	Fairfield Bd of Education	6,528.14
1002719	Fairfield Bd of Education	25,249.79
1000214	Fairfield City of	45,128.22
1000253	Graysville City of	987.48
1000667	Homewood Board of Education	35,863.45
1000667	Homewood Board of Education	60,094.15
1000667	Homewood Board of Education	37,681.06
1000276	Homewood City of	145,247.08
1000279	Hoover Board of Education	80,998.75
1000279	Hoover Board of Education	99,358.65
1000277	Hoover City of	161,398.82
1000283	Hueytown City of	7,864.36
1000303	Irondale City of	16,180.85
1000312	Jeffco Board of Education	112,123.23
1000312	Jeffco Board of Education	369,347.27
1000312	Jeffco Board of Education	470,481.17
1000330	Kimberly Town of	280.76
1000340	Leeds City of	5,424.51
1001831	Midfield Bd of Education	3,624.28
1001831	Midfield Bd of Education	6,088.83
1001831	Midfield Bd of Education	15,711.07
1000377	Midfield City of	14,232.62
1000388	Morris Town of	387.02
1002037	Mountain Brook Bd of Education	16,847.92
1002037	Mountain Brook Bd of Education	28,091.61
1002037	Mountain Brook Bd of Education	52,494.47
1002037	Mountain Brook Bd of Education	44,234.27
1000385	Mountain Brook City of	107,391.92
1000900	Mt Olive Fire & Rescue District	2,441.76
1000393	Mulga City of	27.84
1000444	Pleasant Grove City of	1,398.32
1000509	Sylvan Springs City of	21.76
1000663	Tarrant City Board of Education	21,878.46
1000663	Tarrant City Board of Education	14,918.33
1000512	Tarrant City of	33,596.25
1000527	Trussville City of	4,285.63
1000548	Vestavia Hills City of	108,983.37
1001982	Vestavia Hills Bd of Education	32,860.02
1001982	Vestavia Hills Bd of Education	48,501.43
1000554	Warrior City of	1,443.45
	Total	6,973,810.92

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
4/12/2011

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	COMMERCIAL PESTICIDE APPLICATOR ANNUAL PERMIT	GEN SVCS: ADMIN	45.00	1900048656
DISTRICT 1	1000193	JEFFERSON CO TREASURER	JRHC/COFFEE & COFFEE FILTERS FOR STATE SURVEYORS	CO HOME: DIETARY	16.64	1900048778
DISTRICT 1	1000193	JEFFERSON CO TREASURER	DIETARY FOOD HANDLERS INSTRUCTION BOOKLETS	CO HOME: DIETARY	100.00	1900049108
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CORONER UNIFORMS	CORONER/MEDICAL EXAM	60.00	1900049296
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED POSTAGE STAMPS FOR SEWER MAILOUT	GEN SVCS: ADMIN	56.00	1900049273
DISTRICT 1	1000193	JEFFERSON CO TREASURER	BRASS NAMEPLATE FOR PRESIDENT PRO TEM	GEN SVCS: ADMIN	75.00	1900049460
*DISTRICT 1					352.64	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	OFFICE SUPPLIES & CABLE TIES	R&T: HIWAY ENG & CONSTR	55.79	1900048966
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL & EXTENSIONS FOR WRENCHES	R&T: HIWAY MAINT-KETONA	44.38	1900049110
DISTRICT 2	1000193	JEFFERSON CO TREASURER	FUEL, VEHICLE TAGS, VEHICLE PART, OFFICE SUPPLIES	FLEET MGMT: ADMIN	185.08	1900049105
DISTRICT 2	1000193	JEFFERSON CO TREASURER	ADAPTER FOR TRAILER/BLADE TYPE	R&T: HHWAY MAINT-KETONA	12.30	1900049420
DISTRICT 2	1000193	JEFFERSON CO TREASURER	HOSE COUPLE, CHAIN SAW FILES, BLADES FOR MOWERS	R&T: BRIDGE MAINT/CONSTR	157.09	1900049249

DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL FOR R. BUSH - TRAFFIC DIVISION	R&T: TRAFFIC ENGIN	20.00	1900049250
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR ROCK SALT FOR BUILDING ENTRANCE	ECON DEV WKFORCE INVEST	5.99	1900049428
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL & MISC SUPPLIES & TOOLS	R&T: HIWAY MAINT-BESS	409.24	1900049363
DISTRICT 2	1000193	JEFFERSON CO TREASURER	TRAVEL REQUEST REIMBURSEMENT	R&T: HIWAY MAINT-BESS	27.00	1900049372
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL LICENSE FEE & PESTICIDE LICENSE FEE	R&T: HIWAY MAINT-KETONA	110.25	1900049295
DISTRICT 2	1000193	JEFFERSON CO TREASURER	COMMERCIAL PESTICIDE APPLICATOR CERTIFICATION	R&T: BRIDGE MAINT/CONSTR	150.00	1900049303
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR OFFICE TABLE CLOTH FOR WIA BOARD M	ECON DEV WKFORCE INVESTT	7.50	1900049427
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL LICENSE FEE & FINGERPRINT (HAZMAT)	R&T: HIWAY MAINT-KETONA	114.25	1900049248
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL LICENSE FEE & FINGERPRINT (HAZMAT)	R&T: HIWAY MAINT-KETONA	134.75	1900049462
DISTRICT 2	1001573	NATIONAL ASSOCIATION OF	2011 N4A MEMBERSHIP - OSCS	SENIOR CITIZEN SERVICES	346.00	1900049106
DISTRICT 2	1025278	ALLIANCE OF INFORMATION &	2011 RE-CERTIFICATION FOR V. TRAMMELL	SENIOR CITIZEN SERVICES	55.00	1900049103
*DISTRICT 2					1,834.62	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	ALLEN: INK JET CARTRIDGES, PENS, DESKPAD	INFO TECH: TECH SERVICES	103.76	1900049122
DISTRICT 3	1000193	JEFFERSON CO TREASURER	ALLEN: USB TO SATA/IDE ADAPTER	INFO TECH: TECH SERVICES	192.00	1900049104
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. MILEAGE-T. HURST-JAN 2011 62.37	REVENUE	62.37	1900049286
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. MILEAGE-EXAMINERS WILLIAMS & SMITH	REVENUE	98.82	1900049288
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. MILEAGE-EXAMINERS HURST&STOUD. FEB	REVENUE	83.84	1900049287
DISTRICT 3	1000193	JEFFERSON CO TREASURER	ALLEN: USB TO ETHERNET ADAPTER; SATA POWER CABLE	INFO TECH: TECH SERVICES	124.60	1900049461
DISTRICT 3	1000193	JEFFERSON CO TREASURER	HAND WASH, SPRAYER TRIGGER & TIME CLOCK RIBBONS	SHER CORRECT-BHAM	128.97	1900049433
DISTRICT 3	1000358	MARSHALL & SWIFT	ANNUAL REFERENCE DATA FOR APPRAISAL	BD OF EQUAL - BHAM STATE	1,944.20	1900049254
DISTRICT 3	1003069	BOBBY PAKBAZ	REIMB FOR SAP ADMIN AS ABAP 9/2009	INFO TECH: TECH SERVICES	104.86	1900049307
*DISTRICT 3					2,843.42	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	TRAINING, CALCULATOR, MILEAGE, BATTERIES, CARTRIDG	FC ADMIN SERVICES	246.49	1900048935
DISTRICT 4	1000193	JEFFERSON CO TREASURER	RECHARGABLE BATTERIES, PRINTER CARTRIDGE, LADCP DU	FC ADMIN SER	103.95	1900048936
DISTRICT 4	1000193	JEFFERSON CO TREASURER	HEALTH CERFICATION;ALCOHOL;APAP;IBPROFEN;CANDY	YOUTH DETENTION: SUPP SVCS	144.59	1900049137
DISTRICT 4	1000193	JEFFERSON CO TREASURER	TREES & DEVELOPMENT WORKSHOP ON 3/1/11	LAND DEV	50.00	1900049230
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - KITCHEN DRAW LOCKS, LP GAS	EMA	412.73	1900049455
*DISTRICT 4					957.76	
DISTRICT 5	1000032	ALABAMA MESSENGER	FOR LEGAL PUBLICATIONS	COMMISSION SUPPORT	306.00	1900049258
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CITIZENSSUPERVISORYCOMMREIMB_MCCURRY DONNA	PER BD: ADMIN	20.00	1900048769
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CITIZENSSUPERVISORYCOMMREIMB_BLACKman BILL	PER BD: ADMIN	20.00	1900048772
DISTRICT 5	1000193	JEFFERSON CO	11TH CIR CT OF APPEALS-RENEWAL FEE	COUNTY ATTORNEY	10.00	1900049260
DISTRICT 5	1000785	JEFFERY SEWELL	MILEAGE-HEARING ALABAMA SUPREME COURT	COUNTY ATTORNEY	104.90	1900049253
DISTRICT 5	1003579	VALERIE PETTAWAY	NOTARY BOND & RENEWAL FEE FOR VALERIE PETTAWAY	PER BD: ADMIN	118.00	1900048477
DISTRICT 5	1003912	GRAYLIN STARGELL	ASSESSORREIMB-STARGEL-0110FIREFIGHTERASSMNT	PER BD: TESTING	170.78	1900049417
DISTRICT 5	1004348	CHERISH MURDOCK	ASSESSORREIMB-MURDOCK-0110FIREFIGHTERASSMNT	PER BD: TESTING	125.00	1900049415
DISTRICT 5	1005729	ANNETTE NANCE-HOLT	ASSESSORREIMB-NHOLT-0110FIREFIGHTERASSMNT	PER BD: TESTING	142.82	1900049416
DISTRICT 5	1022553	RAEMONA WILLIAMS	ASSESSORREIMB-WMSL-0110FIREFIGHTERASSMNT	PER BD: TESTING	175.00	1900049418
DISTRICT 5	1024615	BOBBY CUMMINGS	ASSESSORREIMB-CUMMINGS-0111POLICECAPTDEV	PER BD: TESTING	276.92	1900049238
DISTRICT 5	1024701	EARLL BEAN	ASSESSORREIMB-BEAN-0111POLICECAPTDEV	PER BD: TESTING	185.22	1900049240
DISTRICT 5	1024706	VERONICA FERGUSON	ASSESSORREIMB-FERGUSON-0111POLICECAPTDEV	PER BD: TESTING	262.14	1900049210
DISTRICT 5	1024748	STEPHANIE BURTON	ASSESSORREIMB-BURTON-1010FAOMAKEUPPUMPTES	PER BD: TESTING	152.17	1900049370
DISTRICT 5	1025168	HOWARD W BUCHANON II	ASSESSORREIMB-BUCHANON-0110FIREFIGHTERASSMNT	PER BD: TESTING	310.00	1900049438
DISTRICT 5	1025240	LARRY ERVIN	ASSESSORREIMB-ERVIN-0110FIREFIGHTERASSMNT	PER BD: TESTING	125.00	1900049380
DISTRICT 5	1025241	WILLIAM FOWLER	ASSESSORREIMB-FOWLER-0110FIREFIGHTERASSMNT	PER BD: TESTING	125.00	1900049386
DISTRICT 5	1025257	MICHAEL WINFREY	ASSESSORREIMB-WINFREL-0110FIREFIGHTERASSMNT	PER BD: TESTING	258.65	1900049419
DISTRICT 5	1025886	DAVID GOLDMAN	ASSESSORREIMB-GOLDMAN-0110FIREFIGHTERASSMNT	PER BD: TESTING	214.60	1900049401
DISTRICT 5	1025887	WENDELL GUINN	ASSESSORREIMB-GUIN-0110FIREFIGHTERASSMNT	PER BD: TESTING	301.58	1900049402
DISTRICT 5	1025890	TIMOTHY JOHNSON	ASSESSORREIMB-JOHNSON-0110FIREFIGHTERASSMNT	PER BD: TESTING	258.07	1900049403
DISTRICT 5	1025893	KEN MACINNES	ASSESSORREIMB-MACINNES-0110FIREFIGHTERASSMNT	PER BD: TESTING	125.00	1900049404
DISTRICT 5	1027164	JOYCE MILLER BRIDGES	ASSESSORREIMB-BRIDGES-0110FIREFIGHTERASSMNT	PER BD: TESTING	229.60	1900049414
DISTRICT 5	1027330	MICHAEL NAIFEH	ASSESSORREIMB-NAIFEH-0110FIRECHIEFASSEMENT	PER BD: TESTING	312.22	1900049439
DISTRICT 5	1027335	TROY PERRY	ASSESSORREIMB-PERRY-0110FIRECHIEFASSES	PER BD: TESTING	100.00	1900049440
DISTRICT 5	1027455	LISA SNOW	ASSESSORREIMB-SNOW-0111POLICECAPTDEV	PER BD: TESTING	135.00	1900049234
DISTRICT 5	1027456	KENNETH REED	ASSESSORREIMB-REED-0111POLICECAPTDEV	PER BD: TESTING	185.00	1900049235
DISTRICT 5	1027457	SHERIE PEARSALL	ASSESSORREIMB-PEARSALL-0111POLICECAPTDEV	PER BD: TESTING	438.75	1900049236
DISTRICT 5	1027458	MICHAEL OLIVER	ASSESSORREIMB-OLIVER-0111POLICECAPTDEV	PER BD: TESTING	232.34	1900049237
DISTRICT 5	1027521	DONIELLE GUSTAFSON	ASSESSORREIMB-GUSTAFSON-0910GRADFIRELTROLE	PER BD: TESTING	75.00	1900049305
DISTRICT 5	1027526	UPCHURCH WATSON WHITE	MEDIATION FEE-MOSLEY V. JEFFCO	COUNTY ATTORNEY	750.00	1900049261
DISTRICT 5	1027573	CYNTHIA HERRING	ASSESSORREIMB-HERRING-0111FIREFIGHTERASSMNT	PER BD: TESTING	125.00	1900049570
DISTRICT 5	1027574	NICOL JURATOVAC	ASSESSORREIMB-JURATOVAC-0111FIREFIGHTERASSMNT	PER BD: TESTING	150.00	1900049571
DISTRICT 5	1027575	CECIL LEVEL	ASSESSORREIMB-LEVEL-0111FIREFIGHTERASSMNT	PER BD: TESTING	262.70	1900049572
DISTRICT 5	1027576	EARL TAFT	ASSESSORREIMB-TAFTL-0111FIREFIGHTERASSMNT	PER BD: TESTING	125.00	1900049573
DISTRICT 5	1027577	RAY VAN BLARCOM	ASSESSORREIMB-BLARCOM-0111FIREFIGHTERASSMNT	PER BD: TESTING	175.00	1900049574
*DISTRICT 5					7,101.09	
ESD REC	1000193	JEFFERSON CO TREASURER	FIRST AID SUPPLIES,UPS, BATTEY, SPOTLIGHT, FLAGS	ES: VILLAGE CK WWTP	385.90	1900049452
ESD REC	1000193	JEFFERSON CO TREASURER	CDL'S,TAPE MEASURE,FLUSH LEVER,INKJETS,TRAILER HIT	ES: VILLAGE LINE MAINT	347.20	1900049114
ESD REC	1000193	JEFFERSON CO TREASURER	TUBE FOR MUD MASTER, FEDEX	ES: TV INSPECTION & GROUTING	60.28	1900049118
ESD REC	1000193	JEFFERSON CO TREASURER	PICK FILTER ONION BATTERY BELT SENSOR FITTING R-22	ES: VALLEY CREEK WWTP	720.29	1900049092
ESD REC	1000193	JEFFERSON CO TREASURER	POSTAGE	ES: SANITATION ADMINI	13.49	1900049120
ESD REC	1000193	JEFFERSON CO TREASURER	KEYS, KITCHEN SUPPLIES,IGNITOR,TIRE TOOLS,BLADES	ES: SHADES LINE MAINT	192.75	1900049111
ESD REC	1000193	JEFFERSON CO TREASURER	BATTERY BACKUP;POSTAGE;O-RING;FUSE	ES: FIVE MILE CREEK WWTP	81.38	1900049113
ESD REC	1000193	JEFFERSON CO TREASURER	EPOXY COATING, STRAINER, PIPE FITTINGS,FILTERS	ES: VILLAGE MAINT SHOP	530.87	1900049264
ESD REC	1000193	JEFFERSON CO TREASURER	BOUGHT END PIECE TO A SHOP VAC	ES: LEEDS WWTP	7.47	1900049245
ESD REC	1000193	JEFFERSON CO TREASURER	FILTERS, BELTS, SHIPPING, PROBE, AND LINE	ES: CAHABA RIVER WWTP	208.13	1900049227
ESD REC	1000193	JEFFERSON CO TREASURER	USED PERSONAL VEHICLE TO ANSWER PLANT ALARM	ES: LEEDS WWTP	28.35	1900049246
ESD REC	1000193	JEFFERSON CO TREASURER	SILICONE,FUEL LINE REPAIR,ICEMAKER FILTER	ES: PKAGE WWTP & PUMP STA	410.82	1900049257
ESD REC	1000193	JEFFERSON CO TREASURER	FILTERS, SPARK PLUG, MUFFLER FOR PIPE SAW	ES: CONSTRUCT SEWER LINE	86.75	1900049262
ESD REC	1000193	JEFFERSON CO TREASURER	BATTRY BCKUP, SWTCH GLUE PVC PIPE HOSE ASSM SENSOR	ES: VALLEY CREEK WWTP	1,191.50	1900049289
ESD REC	1000193	JEFFERSON CO TREASURER	BRIDGE TIMBERS, NAILS, GRINDER, BLADES, TAPES	ES: CONSTRUCT SEWER LINE	162.68	1900049229
ESD REC	1000193	JEFFERSON CO TREASURER	USED PERSONAL VEHICLE TO ANSWER PLANT ALARM	ES: LEEDS WWTP	12.96	1900049300
ESD REC	1000193	JEFFERSON CO TREASURER	INK CARTRIDGES;NON-SKID STRIPS;FILTER;HOSES	ES: FIVE MILE MAINT SHOP	281.96	1900049302
ESD REC	1000193	JEFFERSON CO TREASURER	BOUGHT A NEW RAIN GAUGE	ES: LEEDS WWTP	3.94	1900049298
ESD REC	1000193	JEFFERSON CO TREASURER	BOUGHT ELECTRICAL SUPPLIES TO FIX FLOW METER	ES: LEEDS WWTP	5.93	1900049299
ESD REC	1000193	JEFFERSON CO TREASURER	KEYS;PLYWOOD;BATTERY;HOOKS;TIRE;WATER;METAL	ES: FIVE MILE CREEK WWTP	959.54	1900049301
ESD REC	1000193	JEFFERSON CO TREASURER	FILTERS, UPS, PIPE FITTINGS, AND PRESS. TRANSDUCER	ES: CAHABA RIVER WWTP	327.31	1900049459
ESD REC	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR FOOD FOR TRAINING MEETING	ES: SANITATION ADMI	63.75	1900049429
ESD REC	1006457	KIM MILES	REFUND FOR OVERPAYMENT & PM ADJ# R4-3645002	FINANCE SEWER SERVICES	730.00	1900049352
ESD REC	1027348	DIANNE L BEATTY	REFUND FOR OVERPAYMENT & PM ADJ# W0-99876(C)	FINANCE SEWER SERVICES	1,200.00	1900049263
ESD REC	1027469	LINDA SPIVEY	REFUND FOR OVERPAYMENT & FB # W0-77874(D)	FINANCE SEWER SERVICES	3.50	1900049354
ESD REC	1027548	SHANE POWELL	REFUND FOR OVERPAYMENT & FB # W0-100928(D)	FINANCE SEWER SERVICES	26.06	1900049353
*ESD REC					8,042.81	
**					21,132.34	

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

Apr-12-2011-257

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Finance Department for the disposal of the following equipment, be and hereby is approved.

Sheriff's Office - Bessemer

14000003580 Eye Witness Video & Radar Equipment Obsolete

14000003581 Eye Witness Video & Radar Equipment Obsolete

14000003582 Eye Witness Video & Radar Equipment Obsolete

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

STAFF DEVELOPMENT

MULTIPLE STAFF DEVELOPMENT

Commission (2 Participants)	
Pascal Caputo	\$145.53
Walter Jackson	\$ 88.53
Montgomery - Legislative Session	
Montgomery, AL - March 8-9, 2011	
Community and Economic Development (2 Participants)	
Joel Knight	\$1,383.93
Ron Having	\$1,383.93
University of Alabama College of Continuing Studies (Environmental)	
Tuscaloosa, AL - July 25-28, 2011	
Land Development (28 Participants)	
28 Land Development Employees	\$2,800.00
Home Builders Association of Alabama QCI CE Class	
Pelham, AL - November 16, 2010 (Travel Prior to Commission Approval)	
Tax Assessor (2 Participants)	
Amanda Cooper	\$275.00
Shelia Nixon	\$275.00
AL VIII Advance Mapping	
Hoover, AL - January 24-28, 2011	
Tax Assessor (2 Participants)	
Viola Porterfield	\$200.00
Aponi Johnson	\$200.00
AL IV Introduction to Property Tax	
Hoover, AL - January 19-21, 2011	

INDIVIDUAL STAFF DEVELOPMENT

Commission	
T. Joe Knight	\$67.45
Center of Government Services Conference	
Prattville, AL - March 24-25, 2011	
Cooper Green Mercy Hospital	
Geraldine Franklin	\$125.00
American Society for Healthcare Risk Management - Managing the Risks	
Prattville, AL - April 1, 2011	
Geraldine Franklin	\$546.00
Inquisit Health Seminars: Patient Falls 2011 - What Every Healthcare Facility Should Know	
Birmingham, AL - February 24, 2011	
Human Resources	
Herman Davis	\$25.00
Jefferson State Job Fair	
Birmingham, AL - April 12, 2011	
Herman Davis	\$10.00
Jefferson State Job Fair	
Hoover, AL - April 5, 2011	
Revenue	
Edgar Woodis	\$1,627.75
Audit Bunzl Distribution & Treadwell Restaurants of AL, LLC	
St. Louis & Springfield, MO - June 18-24, 2011	
Roads and Transportation	
Gregory Mike Key	\$586.00
IRWA Chapter 24 - Course 801: United States Land Titles	
Montgomery, AL - May 19-20, 2011	
Tax Assessor	
Amanda Cooper	\$225.00

AL XIV: Subdivision Layouts
Hoover, AL - October 6-8, 2010

Brenda Shaw \$225.00
AL II Basic Mapping
Hoover, AL - March 2-4, 2011

Shelia Nixon \$275.00
AL Basic Manuscripts & Sections Layouts
Hoover, AL - September 20 & 24, 2010

Shelia Nixon \$405.02
ACM Exam
March 16-18, 2011

Amanda Cooper \$500.00
IAAO 600: Principles & Techniques of Castastral Mapping
Montgomery, AL - March 21-25, 2011

Mildred Densmore \$125.00
AL Income approach with an Alabama Touch
Orange Beach, AL - August 9-10, 2010

Personnel Board (For Information Only)

Tiffany Owens \$25.00
Jefferson State General Job Fair
Birmingham, AL - April 12, 2011

Tiffany Owens \$25.00
Lawson State Community College Spring Career Event
Birmingham, AL - March 9, 2011

Cynthia Holiness \$1,850.42
Association of Government Accountants Professional
Development Conference
Atlanta, GA - July 9-13, 2011

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

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REVENUE CHANGES

1. Cooper Green Mercy Hospital

Delete a Special Care Unit Aide (Gr. 6) and add a Housekeeping Asst. (Gr. 5). Annual savings \$1,241.

2. Roads & Transportation \$26,427.34

Increase revenues and expenditures to record an 80% reimbursement from the Alabama Department of Transportation for the purchase of additional right-of-way for the Morgan Road Widening Project.

3. Cooper Green Mercy Hospital \$10,000

Shift funds from salary-other to contracted staff-other to pay temporary staffing.

4. Cooper Green Mercy Hospital \$43,796.88

Shift funds from Cooper Green Hospital other outside services account to General Services salary overtime account in order to provide sufficient security in the Emergency Room due to renovations.

B. FOR INFORMATION ONLY

Personnel Board

Delete a part time Administrative Assistant I (Gr. 10) in Department 1720 & add a part time Administrative Assistant I (Gr. 10) in Department 1765. Annual difference \$0.

Sheriff's Office \$1,000,000

Shift funds from the Sheriff's operating budget to Non-Departmental - TASC Public Safety.
(approved on March 15, 2011 Committee agenda)

Motion was made by Commissioner Brown seconded by Commissioner Stephens that the Budget Transaction report be approved.

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

REQUEST FOR CERTIFICATIONS

Coroner/Medical Examiner

Morgue Technologist - 2 positions

Cooper Green Mercy Hospital - Nursing Administration

Nursing Technician

Cooper Green Mercy Hospital - Medical/Surgical

Medical Clerk

Patient Care Technician - 2 positions

Cooper Green Mercy Hospital - CCU - 7 South

Flexi-Pool Staff Nurse

Cooper Green Mercy Hospital - Surgery

Medical Clerk

Cooper Green Mercy Hospital - Ambulatory Clinic

Licensed Practical Nurse

Cooper Green Mercy Hospital - Housekeeping

Housekeeping Assistant

Motion was made by Commissioner Brown seconded by Commissioner Stephens that the Request for Certification report be approved.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, THAT THE FOLLOWING REPORT FILED BY THE PURCHASING DEPARTMENT BE, AND THE SAME HEREBY IS APPROVED. RECOMMENDATIONS FOR CONTRACTS ARE BASED UPON THE LOWEST BIDS MEETING SPECIFICATIONS.

Week of 3/10/11 - 3/16/11

RECOMMENDED FOR:

1. GENERAL SERVICES - PRINTING FROM XEROX CORPORATION, BIRMINGHAM, AL, TO RENEW LEASE FRO XEROX 6115 DOCUTECH PRODUCTION PUBLISHER WITH SCANNER FOR THE PERIOD OF 4/1/11 - 09/30/11.
REFERENCE BID # 60-06 EST. \$9,926.00 TOTAL BASED ON A FIVE (5) YEAR CONTRACT.
2. JEFFERSON COUNTY BULK STORES AND PACA MEMBERS FRO JANPAK, MOODY, AL, TO AWARD CONTRACT FOR PAPER TOWELS, SHOP TOWELS AND TOILET PAPER FOR THE PERIOD OF 4/1/11 - 3/30/12.
REFERENCE BID # 74-11 EST. \$254,670.00 TOTAL
3. COOPER GREEN MERCY HOSPITAL FROM BECKMAN COULTER, PALATINE, IL, TO PAY PAST DUE INVOICE FOR METER BILLING. SAP PURCHASE ORDER # 2000053609 \$14,178.50 TOTAL

REPORTED FOR:

1. PERSONNEL BOARD OF JEFFERSON COUNTY FROM THE HARTFORD, HARTFORD, CT, PURCHASE ORDER NEED TO RENEW BUSINESS LIABILITY INSURANCE. SAP PURCHASE ORDER # 2000053486 \$7,170.00 TOTAL
2. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BECKMAN COULTER, PALATINE, IL, TO PAY INVOICES FOR ITEMS ALREADY PURCHASED. SAP PURCHASE ORDER # 2000053548 (\$ 8,493.45)
2000053549 (\$16,792.27) \$25,285.72 TOTAL REFERENCE BID # 109-05
PRICES UNDER BID 109-05 ARE BEING HONORED BY THE VENDOR. NEW CONTRACT BEING DEVELOPED BY COOPER GREEN AND THE COUNTY ATTORNEY'S OFFICE RELATIVE BID 203-1OR.
3. COOPER GREEN MERCY HOSPITAL (CENTRAL SUPPLY) FROM KINETIC CONCEPTS, HOUSTON, TX, TO PAY PAST DUE INVOICES FOR ITEMS ALREADY PURCHASED. SAP PURCHASE ORDER # 2000049759 \$10,000.00 TOTAL
AMERINET CONTRACT # VH-05000
4. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BECKMAN COULTER, PALATINE, IL, TO PAY PAST DUE INVOICES FOR ITEMS ALREADY PURCHASED. SAP PURCHASE ORDER # 2000053580 \$6,200.24 TOTAL
5. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BECKMAN COULTER, PALATINE, IL, TO PAY PAST DUE INVOICES FOR ITEMS ALREADY PURCHASED. SAP PURCHASE ORDER # 2000053575 \$6,200.00 TOTAL

6. COOPER GREEN MERCY HOSPITAL (CENTRAL SUPPLY) FROM UNIVERSAL HOSPITAL SERVICES, BIRMINGHAM, AL, TO PAY FOR HOSPITAL RENTAL EQUIPMENT AND SUPPLIES. SAP PURCHASE ORDER # 2000053634
\$33,784.08 TOTAL CONTRACT IN PROGRESS PER VINCENT DALLAS.
7. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM BIOMET INCORPORATED, WARSAW, IN, TO PAY INVOICE FOR LEFT REVERSE TSA PROCEDURE - FOR PATIENT CARNLEY. SAP PURCHASE ORDER # 2000053585
\$11,555.00 TOTAL CONTRACT IN PROGRESS PER VINCENT DALLAS.

For Week of 3/17/11 - 03/23/11

RECOMMENDED FOR:

1. JEFFERSON REHABILITATION AND HEALTH CENTER FROM KONE INCORPORATED, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ELEVATOR MAINTENANCE FOR THE PERIOD OF 11/01/10 - 10/31/11. SAP PURCHASE ORDER # 2000036963 \$1,000.00 TOTAL
2. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE - KETONA FROM GAMBLE SEISMOGRAPH SERVICE, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR SEISMOGRAPH SERVICES ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/10 - 9/30/11. SAP PURCHASE ORDER # 2000049959 \$1,000.00 TOTAL
3. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM COWIN EQUIPMENT COMPANY INCORPORATED, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR VEHICLE PARTS AND REPAIRS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/10 - 9/30/11. SAP PURCHASE ORDER # 2000049178 \$1,500.00 TOTAL
4. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM GOFFS RADIATOR, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR VEHICLE PARTS AND REPAIRS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/10 - 9/30/11. SAP PURCHASE ORDER # 2000049068 \$2,300.00 TOTAL
5. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM GCR TRUCK TIRE CENTERS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR VEHICLE PARTS AND REPAIRS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/10 - 9/30/11. SAP PURCHASE ORDER # 2000049063 \$3,200.00 TOTAL
6. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM TRACTOR AND EQUIPMENT, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR VEHICLE PARTS AND REPAIRS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/10 - 9/30/11. SAP PURCHASE ORDER # 2000049077 \$1,000.00 TOTAL
7. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM AUTO ELECTRIC AND CARBURETOR, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR VEHICLE PARTS AND REPAIRS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/10 - 9/30/11. SAP PURCHASE ORDER # 2000049171 \$2,500.00 TOTAL
8. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM WARRIOR TRACTOR, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR VEHICLE PARTS AND REPAIRS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/10 - 9/30/11. SAP PURCHASE ORDER # 2000049252 \$2,800.00 TOTAL
9. ROADS AND TRANSPORTATION BESSEMER HIGHWAY MAINTENANCE FROM ERGON INCORPORATED, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR EMULSIFIED ASPHALT ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 2000048293 \$25,000.00 TOTAL
10. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM ESTES EQUIPMENT COMPANY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR VEHICLE PARTS AND REPAIRS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/10 - 9/30/11. SAP PURCHASE ORDER # 2000048426 \$5,500.00 TOTAL
11. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM LKQ CORPORATION, TRAFFORD, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR VEHICLE PARTS AND REPAIRS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/10 - 9/30/11. SAP PURCHASE ORDER # 2000049199 \$1,700.00 TOTAL
12. BOARD OF EQUALIZATION FROM HOMETOWN FORD, OPELIKA, AL, TO PURCHASE FOUR (4) EACH FORD ESCAPE UTILITY VEHICLES. SAP PURCHASE ORDER # 2000049133 \$70,948.00 TOTAL
STATE OF ALABAMA CONTRACT # T191
13. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE BESSEMER FROM AAA SOLUTIONS INCORPORATED, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY FOR RENTAL OF PORTABLE TOILETS WITH TWICE A WEEK SERVICE FOR THE PERIOD OF 10/01/10 - 9/30/11.
SAP PURCHASE ORDER # 2000048138 \$1,050.00 TOTAL REFERENCE BID # 222-09
14. COOPER GREEN MERCY HOSPITAL ADMINISTRATION/GS FROM LIFE GAS DIVISION OF LINDE GAS NORTH

- AMERICA LLC, CHICAGO, IL, TO PAY FOR CARBON DIOXIDE AND GASES, CARBON PICKUP AND REFILL FOR THE PERIOD OF 12/07/10 - 12/06/11. SAP PURCHASE ORDER # 50418 \$48,000.00 TOTAL REFERENCE BID #18-10
15. ROADS AND TRANSPORTATION BESSEMER HIGHWAY MAINTENANCE FROM LOWES, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PORTLAND CEMENT ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/10 - 3/31/11. SAP PURCHASE ORDER # 2000048663 \$221.50 TOTAL
 16. ROADS AND TRANSPORTATION BESSEMER HIGHWAY MAINTENANCE FROM BIRMINGHAM POWDER AND SUPPLY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR EXPLOSIVES ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 2000048709 \$300.00 TOTAL REFERENCE BID# 27-09
 17. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM TRACTOR AND EQUIPMENT, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR VEHICLE PARTS AND REPAIRS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 2000049077 \$1,000.00 TOTAL
 18. ROADS AND TRANSPORTATION BESSEMER HIGHWAY MAINTENANCE FROM ERGON, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR EMULSIFIED ASPHALT ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 2000048293 \$50,000.00 TOTAL REFERENCE BID # 173-10
 19. ALL JEFFERSON COUNTY DEPARTMENTS FROM OFFICE DEPOT, BIRMINGHAM, AL, TO AWARD CONTRACT FOR TONER, COMPUTER IMAGING SUPPLIES FOR THE PERIOD OF 4/1/11 - 3/31/12. REFERENCE BID # 62-11 EST. \$1,553,576.50 TOTAL
 20. COOPER GREEN MERCY HOSPITAL (RADIOLOGY) FROM SOURCEONE HEALTHCARE TECHNOLOGIES, MENTOR, OH, TO AWARD CONTRACT FOR RADIOLOGY MAINTENANCE FOR THE PERIOD OF 3/8/11 - 9/30/11. REFERENCE BID # 66-11 EST. \$50,640.00 TOTAL
 21. JEFFERSON COUNTY REHABILITATION CENTER, COUNTY JAIL AND FAMILY COURT YOUTH DETENTION FROM ADAMS PRODUCE, BIRMINGHAM, AL, TO IMMEDIATELY CANCEL THE FRESH PRODUCE CONTRACT FOR THE REMAINDER OF THE CONTRACT PERIOD OF 10/1/10 - 9/30/11, DUE TO BI-MONTHLY AND THE "ACT OF GOD" PRICE INCREASE. REFERENCE BID # 213-09 CONTRACT PREVIOUSLY APPROVED BY THE COMMISSION ON 9/22/09.
 22. JEFFERSON REHABILITATION AND HEALTH CENTER FROM ZEP MANUFACTURING COMPANY, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ODOR CONTROL. SAP PURCHASE ORDER # 2000049299 \$2,000.00 TOTAL REFERENCE BID # 150-10
 23. COOPER GREEN MERCY HOSPITAL (CENTRAL SUPPLY) FROM STERIS CORPORATION, MENTOR, OH, TO REPAIR ETO GAS STERILIZER. SAP PURCHASE ORDER # 2000053665 \$9,375.00 TOTAL

REPORTED FOR:

1. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM SMITH AND NEPHEW ORTHOPEDICS, ATLANTA, GA, TO PAY INVOICE FOR ORTHO IMPLANT FOR PATIENT GARCIA DONE 3/2/11. SAP PURCHASE ORDER # 2000053820 \$5,121.40 TOTAL

Motion was made by Commissioner Knight seconded by Commissioner Brown that the Purchasing Minutes for the week of 03/10/11 - 03/16/11 and 03/17/11 - 03/23/11 be approved. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

For Week of 3/24/11 - 03/30/11

RECOMMENDED FOR:

1. COOPER GREEN MERCY HOSPITAL - ADMINISTRATION FROM CLIA LABORATORY PROGRAM, CHARLOTTE, NC, FOR CLIA LABORATORY ACCREDITATION FEE. SAP PURCHASE ORDER # 2000053830 \$6,390.00 TOTAL
2. COOPER GREEN MERCY HOSPITAL - ADMINISTRATION/GS FROM STANLEY ACCESS TECH, PITTSBURGH, PA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO COVER ADDITIONAL CHARGES FOR AUTOMATIC DOOR REPAIR. SAP PURCHASE ORDER # 2000051249 \$785.00 TOTAL
3. JEFFERSON COUNTY SHERIFF'S DEPARTMENT - BIRMINGHAM ENFORCEMENT FROM PELL-FLEET SAFETY EQUIPMENT, PELL CITY, AL, TO PURCHASE CHARGE UNITS FOR PATROL CARS. SAP PURCHASE ORDER # 2000053922 \$5,385.36 TOTAL REFERENCE BID # 157-09
4. COOPER GREEN MERCY HOSPITAL FROM UNITED POSTAL SERVICE, PHILADELPHIA, PA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR UPS SERVICES. SAP PURCHASE ORDER # 2000050541 \$4,800.00 TOTAL
5. JEFFERSON COUNTY SHERIFF'S DEPARTMENT - BIRMINGHAM DIVISION, GENERAL SERVICES, COOPER GREEN

MERCY HOSPITAL AND PACA MEMBERS FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, CONTRACT RENEWAL FOR LAW ENFORCEMENT UNIFORMS WITHOUT PRICE INCREASE FOR THE PERIOD OF 5/4/11 - 5/3/12.

REFERENCE BID # 101-10 EST. \$250,000.00 TOTAL

6. JEFFERSON COUNTY FAMILY COURT FROM PITNEY BOWES, BIRMINGHAM, AL, TO PURCHASE POSTAGE FOR RESERVE ACCOUNT. SAP PURCHASE ORDER # 2000053988 \$25,000.00 TOTAL

7. ROADS AND TRANSPORTATION KETONA HIGHWAY MAINTENANCE FROM BIRMINGHAM POWDER AND SUPPLY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR EXPLOSIVES ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/10 - 9/30/11. SAP PURCHASE ORDER # 2000048288 \$2,000.00 TOTAL

8. JEFFERSON COUNTY SHERIFF'S DEPARTMENT FROM ALABAMA CRIMINAL JUSTICE INFORMATION CENTER, MONTGOMERY, AL, TO ACCESS ALABAMA CRIMINAL JUSTICE INFORMATION CENTER.

REFERENCE SHOPPING CART # 1000154445 \$18,600.00 TOTAL

PERPETUAL CONTRACT AGREEMENT SIGNED BY SHERIFF MIKE HALE ON 1/6/2006.

REPORTED FOR:

1. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM STYRKER ORTHO, CHICAGO, IL, FOR ANTIBIOTIC BONE CEMENT ALREADY RECEIVED ON 3/23/11. SAP PURCHASE ORDER # 2000053772 \$5,160.00 TOTAL

2. EMERGENCY MANAGEMENT AGENCY (EMA) FROM STRIPE KING INCORPORATED, BIRMINGHAM, AL, FOR LAMINATED CHARTS ALREADY ORDERED BY THE DEPARTMENT. SAP PURCHASE ORDER # 2000053853 \$5,225.00 TOTAL

4. COOPER GREEN MERCY HOSPITAL (RADIOLOGY) FROM SOURCE ONE HEALTHCARE TECHNOLOGIES INCORPORATED, MENTOR, OH, TO PAY PAST DUE INVOICES FOR RADIOLOGY MAINTENANCE ALREADY RENDERED. SAP PURCHASE ORDER # 2000054025 \$34,083.31 TOTAL REFERENCE BID # 1-08

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above Purchasing Minutes for week 03/24/11 - 03/30/11 be approved. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

3. COOPER GREEN MERCY HOSPITAL FROM UNIVERSITY HOSPITAL/UAB HEALTH SYSTEM, BIRMINGHAM, AL, TO PAY PAST DUE INVOICES FOR SERVICES ALREADY RENDERED. SAP PURCHASE ORDER # 2000053851 \$233,500.47 TOTAL

Motion was made by Commissioner Knight seconded by Commissioner Bowman that item # 3 of the Purchasing Minutes for week 03/24/11 - 03/30/11 be tabled. Voting "Aye" Knight, Bowman, Brown, Carrington and Stephens.

Apr-12-2011-258

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and En Pointe Technologies Sales to provide software maintenance for Vmware, vSphere4, vCenter Server and Workstation 7 for the period December 8, 2010 - December 7, 2011 in the amount of \$28,853.72.

CONTRACT NO: 2095

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 12th November, 2010, by and between Jefferson County Alabama, hereinafter called "the County", and EN POINTE TECHNOLOGIES SALES INC. called "the Contractor". The effective date of this agreement shall be as listed under the scope of services.

WHEREAS, the County desires to contract for professional services for the Jefferson County Commission, hereinafter called "the Commission"; 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 Request for Bid No. 1-11. The Bid describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The response from EN POINTE TECHNOLOGIES SALES INC. Corporation constitutes essential components of this Contract and is adopted herein by reference. Those

three components and this CONTRACT document constitute the entire agreement between the parties. The Scope of Services are as follows:
 INFORMATION TECHNOLOGY DEPARTMENT FOR THE CONTRACT PERIOD: 12/8/10 -12/7/11 are as follows:

PART NO.	DESCRIPTION	Qty	UNIT PRICE	ANNUAL PRICE
	Platinum Coverage VMware vSphere 4, Enterprise for process (Max 6 cores per processor) 2H40N-OKJOM-48C3W-OQ32P-ONPKJ	1		
VS4-ENT-P-SSS-C		30	\$ 658.87	\$19,766.10
	Platinum Coverage VMware vCenter Server 4 Standard for vSphere (Includes Orchestrator and Linked Mode) MN09N-4AJDJ-48V33-OJOH6-2R40J	1	\$ 1,144.53	\$ 1, 144.53
VCS-STD-P-SSS-C				
	Gold Coverage VMware Workstation 7 for Linux and Windows, ESD N0221-4VJ5J-H8L33-OVCKM-34KH1	1	\$ 36.65	\$ 36.65
WS-G-SSS-C				
	SUBTOTAL			\$ 20, 947.28

SHERIFF DEPARTMENT FOR THE CONTRACT PERIOD: 05/21/11- 05/20/12 are as follows:

PART NO.	DESCRIPTION	Qty	UNIT PRICE	ANNUAL PRICE
	Platinum Coverage VMware vSphere 4, Enterprise for process (Max 6 cores per processor) 2H40N-OKJOM-48C3W-OQ32P-ONPKJ	1		
VS4-ENT-P-SSS-C		12	\$ 658.87	\$ 7,906.44
	SUBTOTAL			\$ 7, 906.44

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

The Contractor shall be available to render professional services to the Department of Information Technology at any time after the effective date of this Contract. The Contract term expires as listed above on the scope of services with the option to renew for a period of up to two (2) additional one (1) year terms.

4. COMPENSATION: The Contractor shall be compensated for services rendered at a cost shown on Item 2: Scope of Services payable monthly per submission of invoice. Payment terms are Net 30 days after receipt of invoice.

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

6. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.

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

8. 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.

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

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

11. 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.

12. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign)

any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any 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

13. 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 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.

14. 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

15. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed 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. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

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

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

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

SHERIFF DEPARTMENT
Mike Hale, Sheriff

JEFFERSON COUNTY, ALABAMA
David Carrington, President
Jefferson County Commission

WITNESSES:

EN POINTE TECHNOLOGIES SALES
Ali Mughal

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

Apr-12-2011-259

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the ninety day period for Sick Leave Conversion for Denise Corbin to retire after 25 years of services with Jefferson County Department of Information Technology is hereby waived and sick

leave is granted beginning upon Commission approval.

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

Apr-12-2011-260

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Computer Products & Supplies International to provide annual maintenance for Hyena Enterprise software for the period April 1, 2011 - March 30, 2012 in the amount of \$125.48.

CONTRACT NO.: 00002338

PROFESSIONAL SERVICE CONTRACT

THIS AGREEMENT entered into this 25th February 2011, by and between Jefferson County Alabama, hereinafter called "the County", and COMPUTER PRODUCTS & SUPPLIES INTERNATIONAL called "the Contractor". The effective date of this agreement shall be April 1, 2011.

WHEREAS, the County desires to contract for professional service for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to furnish said professional service 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 purchase the professional service hereinafter set forth.

2. SCOPE OF SERVICES: This contract results from Jefferson County Department of Information Technology request for Annual Maintenance for Hyena Enterprise Software maintenance. The contract describes the scope of services called for and constitutes the entire agreement between the parties. The Scope of Services is as follows:

PRODUCT DESCRIPTION	ANNUAL PRICE
HYENA ENTERPRISE SOFTWARE MAINTENANCE	
ITEM NO. HYMRI-HYN002	\$ 125.48

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to the Department of Information Technology at any time after the effective date of this Contract. The Contract term expires on March 31, 2012, with the option to renew for a period of up to two (2) additional one (1) year terms.

4. COMPENSATION: The Contractor shall be compensated for the professional service and support a sum of \$ 125.48; payment terms are Net 30.

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

6. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.

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

8. 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.

9. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any 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.

10. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County,

Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed 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. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

11. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama.

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

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

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

15. 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.

16. 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 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.

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

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

WITNESSES:

JEFFERSON COUNTY, ALABAMA

David Carrington, President - Jefferson County Commission

WITNESSES:

COMPUTER PRODUCTS & SUPPLIES INTERNATIONAL

Sandi Falsetti - National Accounts Manager

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

Apr-12-2011-261

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 and Pitney Bowes Software, Inc. to provide annual support and maintenance for bulk rate mailings software for the period December 1, 2010 - November 30, 2011 in the amount of \$32,894.

CONTRACT NO.: 00002356

Contract Amendment No. 1

This Amendment to Contract entered into the 1st day of March 2011, between Jefferson County, Alabama, hereinafter referred to as "the County, and Pitney Bowes Software Inc., hereinafter referred to as the "Contractor" to provide Software Maintenance and Support for Code 1 Plus Software on the Sun Solaris operating system.

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:

This contract results from Jefferson County's request for Bid No. 003-09. The Contract between the parties referenced above, which was approved by the Commission on February 2, 2010 and recorded in Minute Book 159, Page 280 - 281 is hereby amended as follows:

Item 3. Amend Term of Contract: December 1, 2010 to November 30, 2011

Item 5. Amend Term of Compensation:	Code-1 Plus	11,053.00
	US Postal Database	11,924.00
	USPS Reference File Monthly	2,020.00
	MailStream Plus	<u>7,897.00</u>
		\$ 32,894.00

All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY COMMISSION

David Carrington, President

Jefferson County Commission

CONTRACTOR

Pitney Bowes Software Inc. (Representative)

Gregg M. Holtzman

Managing Director, Global Contracts

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

Apr-12-2011-262

WHEREAS, Dennis Berry, an employee of the Jefferson County Sheriff's Office requests the waiver of the ninety day notice requirement for the Jefferson County Sick Leave -Retirement Benefit program.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the ninety day period for entrance to the Jefferson County Sick Leave -Retirement Benefit program is hereby waived, and sick leave is granted upon approval.

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

Apr-12-2011-263

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim of Attorney J. Scott Boudreaux be denied.

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

Apr-12-2011-264

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Barbara Shirley be denied.

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

Apr-12-2011-265

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of AT&T is hereby denied.

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

Apr-12-2011-266

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the window damage claim of Mr. Craig Bonta in the amount of Eighty-five Dollars and 00/100 (\$85.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Director of Finance is hereby authorized and directed to issue a check made payable to Mr. Craig Bonta in the amount of \$85.00 and forward it to the County Attorney for disbursement.

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

Apr-12-2011-267

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to sign the Release of All claims form accepting the sum of Three Thousand Four Hundred Thirty & 42/100 Dollars (\$3,430.42) from Booker T. Jones, Wilbert of Birmingham, LLC, Anchor Managing General Agency, Inc., QBE Insurance Corporation as full compromise and satisfaction of a claim against Wilbert Burial Vaults of Birmingham for damage that occurred on February 9, 2011 to Jefferson County Fleet Management vehicle no. B015301.

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

Apr-12-2011-268

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

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

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

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

Commissioner Carrington stated that the meeting of the Jefferson County Commission would recess for ten minutes to be reconvened for hearing of rezoning cases.

The Commission reconvened with 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

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

Apr-12-2011-269

RESOLUTION OF THE JEFFERSON COUNTY COMMISSION OF
WITH RESPECT TO
AMENDING THE PREVIOUS COUNTY ZONING RESOLUTIONS
UNDER THE PROVISIONS OF ACTS 344 & 581, 1947 GENERAL ACTS
AND ACTS 422 & 634 GENERAL ACTS OF ALABAMA

WHEREAS, pursuant to the provisions of the above Acts 581, 422 and 634 of the General Acts of Alabama, aforesaid and upon the recommendations of the Jefferson County Planning and Zoning Commission, this Jefferson County Commission did advertise a public hearing as prescribed by law, and,

WHEREAS, this County Commission did hold such public hearing, as advertised, in the Jefferson County Courthouse, Birmingham, Alabama for the purpose of entertaining a public discussion of the amendment at which parties in interest and citizens were afforded an opportunity to voice their approval or raise objections, and

WHEREAS, after due consideration of the recommendations aforesaid and as a means of further promoting the health, safety, morals and general welfare of the County, this Jefferson County Commission does hereby approve and adopt the herein contained amending provisions for the purpose among others, of lessening congestion in roads and streets; encouraging such distribution of population and such classification of land uses as will tend to facilitate economical drainage, sanitation, education, recreation and/or occupancy of the land in the County.

BE IT FURTHER RESOLVED that the President is hereby authorized and directed to execute all zoning maps and detail sheets and documents as may be necessary and appropriate to carry out this action.

Z-2010-029 Barbara S. Jones, owner; Orlando Welch, agent. Change of zoning on parcel ID# 5-13-0-0-148 in Section 13 Twp 15 Range 5 West from C-1 (Commercial) to C-3 (Commercial) for a lounge. (Case Only: 7570 Highway 78 West, at the corner of Highway 78 and Turner Road, Dora, AL 35062) (DORA) (3.8 Acres M/L)

Motion was made by Commissioner Brown seconded by Commissioner Bowman that Z-2010-029 be denied. Voting "Aye" Brown and Bowman. Voting "Nay" Carrington, Knight and Stephens.

Z-2010-021 Jefferson County Commission, owners; Frank E. Humber, agent. Change of zoning on parcel ID#'s 13-29-3-1- 1.1 & part of 1.0, and 13-29-4-0-part of 1 in Section 29 Twp 16 Range 2 West from A-1 (Agriculture) to INSTITUTIONAL-2 for compliance of the Jefferson Rehabilitation and Health Center. (Case Only: 200 and 181 Pine Hill Road; Birmingham, AL 35217) (KETONA) (27.6 Acres M/L)

Motion was made by Commissioner Stephens seconded by Commissioner Brown that Z-2010-021 be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

Z-2011-007 Juanita M. Fikes, owner; Donald T. Trawick, agent. Change of zoning on Parcel ID#s 14-4-3-3-1 and 14-4-4-2-part of 4 in Section 4 Twp 16 Range 3 West from C-1 (Commercial) to R-1 (Single Family) for compliance for a residence. (Case Only: 2754 Mount Olive Road, Mount Olive, AL 35117) (MOUNT OLIVE) (2 Acres M/L)

Motion was made by Commissioner Stephens seconded by Commissioner Bowman that Z-2011-007 be approved. Voting "Aye" Stephens, Bowman, Brown, Carrington and Knight.

Z-2011-002 Drummond Company, Inc, owner; Jeff Kendrick, agent. Change of zoning on Parcel ID# 8-9-0-0- part of 39.3 in Section 9 Twp 15 Range 2 West from I-3 (Industrial) to A-1 (Agriculture) for compliance for a residence. (Case Only: 2363 Happy Top Road; Morris, AL 35116) (MAJESTIC) (0.8 Acres M/L)

Motion was made by Commissioner Brown seconded by Commissioner Bowman that Z-2011-002 be approved. Voting "Aye" Brown, Bowman, Carrington, Knight and Stephens.

Z-2011-006 Wanda M. and Donald W. Meadows, owners; Jeff Kendrick, agent. Change of zoning on Parcel ID# 8-9-0-0- part of 40 in Section 9 Twp 15 Range 2 West from A-1 (Agriculture) to I-3 (Industrial) to replace an access to existing industrial property. (Case Only: 2439 Happy Top Road, Morris, AL 35116) (MAJESTIC) (1.3 Acres M/L)

RESTRICTIVE COVENANTS: 1. the property shall be used strictly for access only; and 2.the access point on Happy Top Road, and the design and construction specifications of the driveway connection to Happy Top Road, must be approved by the Department of Roads and Transportation.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that Z-2011-006 be approved subject to filing of covenants. Voting "Aye" Stephens, Brown, Bowman, Knight and Carrington.

Z-2011-005 Glenn E. and Bonnie M. Hicks, owners; Karen and Eric Bonham, agent. Change of zoning on Parcel ID# 11-9-2-0-8 Section 9 Twp 16 Range 1 East from A-1 (Agriculture) to C-P (Preferred Commercial) for an office building. (Case Only: 8040 Gadsden Highway; Trussville, AL 35173) (TRUSSVILLE) (4.1 Acres M/L)

RESTRICTIVE COVENANTS: 1. the office building is to be oriented so that the rear shall face the west property line (abutting the Peppertree Subdivision), and all access and parking area shall be confined to the east of the building; 2. all access to the property must be approved by the Alabama Department of Transportation;3. a minimum 40-foot natural and planted buffer shall be maintained in its undisturbed natural state along the western length of the property (i.e., side and rear property lines); 4. free-standing signage shall be limited to monument signage only; 5. all exterior lighting shall be directed down on to property, and away from any residential development; 6. dumpsters shall be placed on the east side of the property with the parking lot; and, 7. windows and doors notwithstanding, the entire face of each exterior wall of the office building shall be brick or rock.

Motion was made by Commissioner Stephens seconded by Commissioner Bowman that Z-2011-005 be approved subject to filing of covenants. Voting "Aye" Stephens, Bowman, Brown, Carrington and Knight.

Thereupon the Commission Meeting was adjourned to meet Tuesday, April 26, 2011 at 9:00 a.m. at the Bessemer Justice Center, Ceremonial Court room # B-10.

President

ATTEST

Minute Clerk