

STATE OF ALABAMA §

LAUDERDALE COUNTY §

The Lauderdale County Commission convened at the Lauderdale County Courthouse in the City of Florence, Alabama, at 5:00 p.m. on the 12<sup>th</sup> day of February, 2024. The meeting was called to order by Chairman, Danny Pettus. Upon roll call the following members answered present:

Danny Pettus	Chairman
Roger Garner	Commissioner, District 1
Brad Black	Commissioner, District 1
Joe Hackworth	Commissioner, District 2
Fay Parker	Commissioner, District 2

Chairman Danny Pettus, upon declaration of a quorum being present, opened the meeting for the transaction of business.

The invocation and Pledge of Allegiance were delivered by Commissioner, Brad Black.

Award/Presentations: None

Public Comments on Agenda Items: None

Commissioner Parker moved, seconded by Commissioner Black that all items listed on the regular business agenda be approved for immediate consideration. There being no discussion and upon a vote taken, motion was unanimously approved. Agenda is herein recorded, and made a part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Garner that the minutes of the last regular meeting of the Commission be approved for recording. There being no discussion and upon vote taken, motion was unanimously approved.

Commissioner Parker moved, seconded by Commissioner Hackworth to approve adopting a resolution encouraging Alabamians to go to the polls on March 5<sup>th</sup>, 2024, and make their voices heard on Amendment 1. Commissioner Hackworth spoke about how voting yes would speed up the process, and streamline legislation that runs this county. Upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Garner to approve entering into a new three-year contract with Avenu Insights and Analytics, LLC of Birmingham, Alabama for sales tax collection services. This new contract will begin March 1, 2024 and go through February 29<sup>th</sup>, 2027. There being no discussion and upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Parker to approve the Sheriff's Department entering into a Traffic Enforcement Agreement with the North Central Alabama Highway Safety Office for fiscal period October 1<sup>st</sup>, 2023 through September 30<sup>th</sup>, 2024. There being no discussion and upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Parker moved, seconded by Commissioner Black to agree supporting applying for a grant that will be used for the Project Planning Study for replacement or rehabilitation of thirty-three bridges located across the state of Alabama. There being no discussion, and upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Hackworth approving signing an agreement between the Alabama Emergency Management Agency and the Lauderdale County Emergency Management Agency. There being no discussion, and upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Parker to adopt the updated Flood Damage Prevention Resolution, and shall be administered by the Lauderdale County Engineering Department. A copy of this ordinance will be attached to the minutes for this meeting. There being no discussion, and upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Print Bids for LA 2024-1 "Various Print Jobs" were received, opened, and publicly read aloud on Friday, February 9<sup>th</sup>, 2024. Chairman Pettus referred to Lauderdale County Administrator, Brenda Bryant for her recommendation. Brenda Bryant recommended to accept the bid from Herald Printing for the Reappraisal Printed Envelopes, Printers and Stationers for the Reappraisal Window Envelopes, and Herald Printing for the County Commission Requisition Books. Commissioner Parker moved, seconded by Commissioner Black to approve this recommendation. There being no discussion and upon a vote taken, motion was unanimously approved and Bid LA 2024-1 "Various Print Jobs" is herein recorded and made a part of these minutes.

Bid LA 2024-2 "Advanced Life Support Emergency Medical Treatment and Transportation Services" were opened on Friday, December 1<sup>st</sup>, 2023. Chairman Danny Pettus referred to Lauderdale County Attorney, Chris Smith to read the bids that were submitted. Chris Smith said both city and county have to agree for a bid to be accepted. If the city and county can't agree, the bid will fail. Chris read bids from Lifeguard, AmeriPro, and Keller Ambulance Services. Keller Ambulance was the low bidder of all bids submitted. A motion was made by Commissioner Parker, and seconded by Commissioner Garner to accept the low bid with Keller Ambulance. A roll call vote was taken as follows:

Commissioner Garner: Yay  
Commissioner Black: Yay  
Commissioner Parker: Yay  
Commissioner Hackworth: Yay

The motion was unanimously approved, and Bid LA 2024-2 "Advanced Life Support Emergency Medical Treatment and Transportation Services" is herein recorded, and made part of these minutes.

Commissioner Hackworth spoke after the vote about the commendable job Lifeguard Ambulance Service has done while they have been working for Lauderdale County. He told everyone at the meeting that the County Commission has been very diligent in trying to make this decision on which service would be the best fit for Lauderdale County.

Commissioner Parker also stated that this has been a very hard decision, but he said he felt like the County Commission had no other choice, but to go with the lowest bid, Keller Ambulance Service. He also told Lifeguard that the County Commission appreciates the job well done by them in the past.

Commissioner Garner moved, seconded by Commissioner Black to approve reappointing Jeff Quillen on the Lauderdale County Civil Service Board of Appeals. This is a three-year term that will expire February 29, 2027. There being no discussion, and upon a vote taken, motion was unanimously approved. Motion is herein recorded, and made a part of these minutes.

Commissioner Parker moved, seconded by Commissioner Hackworth to approve reappointing Bill Valentine to the Lauderdale County Civil Service Board of Appeals. This is a three-year term that will expire February 29, 2027. There being no discussion, and upon a vote taken, motion was unanimously approved. Motion is herein recorded, and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Garner to approve reappointing Greg Hamner to the Lauderdale County Civil Service Board of Appeals. This is a three-year term that will expire February 29, 2027. There being no discussion, and upon a vote taken, motion was unanimously approved. Motion is herein recorded, and made a part of these minutes.

All invoiced bills were audited and ordered to be paid by a motion made by Commissioner Hackworth seconded by Commissioner Parker. There being no discussion and upon a vote taken, motion was unanimously approved. Motion is herein recorded and made a part of these minutes.

**LAUDERDALE COUNTY CHECKS ISSUED :**  
**January 22, 2024 - February 11, 2024**

1	General-Special	61289-61376	1,740,993.45
		Voided Ck# 61292 & 61341	
2	Agri-Business Fund	4087-4088	138.56
	Pistol Permit Revenue		
3	Reduction Fund	N/A	0.00
4	Opioid Settlement Fund	N/A	0.00
5	LEPA Fund	9111-9126	10,861.08
		Voided Ck# 9122	
6	Gasoline Tax Fund	18837-18860	615,208.83
	Public Bldg., R & B		
7	Special	484	750,000.00
	Public Highway & Traffic		
8	Fund	N/A	0.00
	Al. Trust Capital		
9	Improvement Fund	N/A	0.00
10	RRR Gasoline Tax Fund	749	1,062.97
11	Reappraisal Fund	12702-12720	72,638.96
	Reappraisal Money		
12	Market	607	150,000.00
	Tourism, Rec. & Convention		
13	Fund	625	750.00
14	RSVP Fund	18259-18274	8,185.31
15	Child Protection Fund	1284	620.84
	Rebuild Alabama Gas Tax		
16	Fund	N/A	0.00
	Rebuild Alabama Diesel Tax		
17	Fund	N/A	0.00

18	Federal Aid Exchange Fund	N/A	0.00
19	Workforce Development Center Fund	1074-1077	89,750.00
20	Special Grants Fund	N/A	0.00
21	ARPA Revenue Reduction Fund	1019-1020	411,958.41
22	Coronavirus Rescue Act Fund	N/A	0.00
23	CDBG Fund	N/A	0.00
24	Solid Waste Fund	9388-9414	478,369.03
25	Account Payable Fund	48092-48173	364,682.02
26	Fire Protection Fee Fund	5069-5082	193,900.00
27	Industrial Development Tax Fund	1244	595,410.57
28	Tobacco Tax Fund	3193	6,750.00
29	TVA Tax Fund	6506-6518	415,970.71
<b>TOTAL</b>			<b>\$ 5,907,250.74</b>

Chairman Pettus called Gerald Beasley's name, who had signed in to speak to the County Commission, but Mr. Beasley left before his name was called.

Orion Orr wanted to know how the Lauderdale County Commission works. He thinks highway seventy-two needs guardrails in several areas that there are none. Mr. Orr especially things there should be guardrails where there are bodies of water running under the road.

Chairman Pettus told Mr. Orr that the County Commission doesn't have any say in the state roads. He recommended Mr. Orr speak to Mark Dale, who is over the Alabama Department of Transportation in Tuscumbia.

Commissioner Parker said he is definitely in favor of guardrails, if the roads need them, but hopefully that isn't an issue on the Lauderdale County roads.

Mr. Orr also had concerns about large quantities of land being sold to build subdivisions that are rental properties.

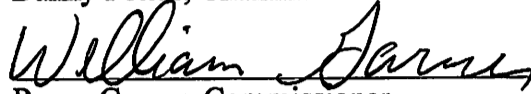
Eric Hill, Lauderdale County Engineer told Mr. Orr that if a land owner builds rental property, Lauderdale County has no say over it.

There being no further business to come before the Commission and upon a motion made by Commissioner Black and seconded by Commissioner Garner, the meeting was duly adjourned.

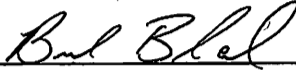
LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



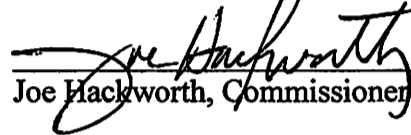
Roger Garner, Commissioner



Brad Black, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

**LAUDERDALE COUNTY COMMISSION**  
**REGULAR MEETING AGENDA**  
**February 12, 2024**

**A. OFFICIAL AGENDA**

1. CALL TO ORDER AND WELCOME
2. CALL OF ROLL TO ESTABLISH QUORUM
3. INVOCATION AND PLEDGE OF ALLEGIANCE- Commissioner Black
4. AWARDS AND PRESENTATIONS
5. (a)PUBLIC COMMENTS ON AGENDA ITEMS

Per Rules of Procedure there is a three-minute time limit

**REGULAR BUSINESS**

1. Review and Motion to Consider Agenda Items
2. Approve minutes of last meeting
3. Resolution—Association of County Commissions of Alabama
4. Resolution—Avenu Tax Services
5. Resolution—North Central Alabama Highway Safety Office
6. Resolution—Federal Bridge Investment Program
7. Resolution—FY 2023 Emergency Management Performance Grant
8. Resolution—Floodplain Development Ordinance
9. LA2024-1 “Various Print Bids”
10. LA2024-2 “Advanced Life Support Emergency Medical Treatment & Transportation Services”
11. Board Appointments
12. Audit and Approve Invoiced Bills

**B. SCHEDULED PUBLIC HEARINGS – none**

**C. STAFF REPORTS**

**D. PUBLIC COMMENT PERIOD - Per Rules of Procedure, three-minute time limit**

**E. ADJOURN**

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RESOLUTION

WHEREAS, voters will soon consider Amendment I, which will be on the ballot during the 2024 Primary Election held on March 5, 2024; and

WHEREAS, the Legislature regularly passes local laws and local constitutional amendments that impact the services provided to the county's residents, as well as the mechanisms for funding these services; and

WHEREAS, some of these taxpayer-funded services include law enforcement, education, fire protection, ambulance services, the regulation of alcoholic beverages, and economic development; and

WHEREAS, there is an exception that allows the Legislature to consider other matters ahead of the budgets by adopting a "Budget Isolation Resolution" (BIR) by a vote "of not less than three-fifths of a quorum present"; and

WHEREAS, the language of this exception has been interpreted various ways since 1984 and has generated lawsuits in recent years over how many votes are needed to adopt a BIR; and

WHEREAS, if a court finds that a local law's BIR was adopted improperly, it could result in that local law being challenged on procedural grounds, even if the local law otherwise passed both chambers and became law; and

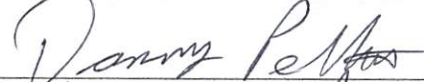
WHEREAS, Amendment I would allow local bills and local constitutional amendments to be considered by the Legislature without the adoption of a BIR, removing a procedural step from the legislature process; and

WHEREAS, the Association of County Commissions of Alabama has adopted a resolution encouraging Alabamians to vote yes to Amendment I on March 5, 2024; and

NOW BE IT RESOLVED, by the Lauderdale County Commission that it encourages the citizens of the county to go to the polls on March 5, 2024, and make their voices heard on Amendment I.

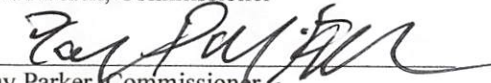
Done this the 12<sup>th</sup> day of February, 2024.

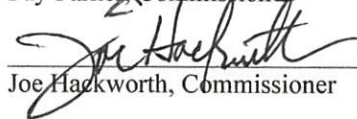
LAUDERDALE COUNTY COMMISSION

  
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Danny Pettus, Chairman

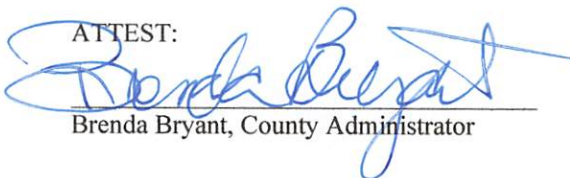
  
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Roger Garner, Commissioner

  
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Brad Black, Commissioner

  
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Fay Parker, Commissioner

  
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Joe Hackworth, Commissioner

ATTEST:

  
\_\_\_\_\_  
Brenda Bryant, County Administrator

STATE OF ALABAMA §

LAUDERDALE COUNTY §

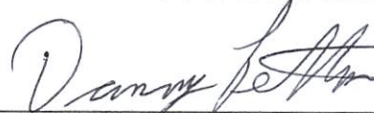
**RESOLUTION**

NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission to enter into a contract for sales tax collection services with AVENU Insights & Analytics, LLC, of Birmingham, Alabama, for a period of three years beginning March 1<sup>st</sup>, 2024, through February 29<sup>th</sup>, 2027.


BE IT FURTHER RESOLVED that the Lauderdale County Commission shall pay to AVENU the sum of two dollars and ninety-two cents per account, per transaction, and ninety-eight dollars per hour for audit services. Each year, on the anniversary date of the agreement, the hourly rate for audit services will increase by five percent.

Done this the 12<sup>th</sup>, day of February, 2024.

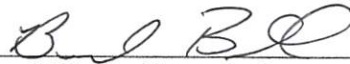
LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator





## Tax Revenue Enhancement Agreement Tax Revenue Administration

This agreement made by and between Avenu Insights & Analytics, LLC ("AVENU") and Lauderdale County, a government entity in the state of Alabama ("CLIENT").

### A. Remittance Processing Services

1. Taxes Processed: AVENU will perform remittance processing services for taxes as designated by CLIENT and set forth in **Exhibit A**.
2. Taxpayer Notification and Remittance: AVENU will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to the following Address: Lauderdale County, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CLIENT, AVENU may change the Address for payments.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CLIENT for each type of tax collected, as shown in more detail on **Exhibit A**.
4. Posting Process: Taxpayer accounts are posted with payment information captured in the AVENU revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by AVENU). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
5. Changes to **Exhibit A**: CLIENT shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Exhibit A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CLIENT, then the CLIENT shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to ensure designated recipients receive the amounts intended by CLIENT.
6. Notification, Reporting to CLIENT:
  - i. AVENU will provide CLIENT with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to CLIENT'S account numbers and all fees paid to AVENU. These reports will be provided by the 10th of the month following the tax month;
  - ii. CLIENT AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CLIENT TO AVENU WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;

- iii. All items credited will be subject to receipt of payment; and
  - iv. AVENU will attend Council meetings at such times as may be reasonably requested by CLIENT.
7. Consideration for Remittance Processing Services: AVENU shall be compensated for the services rendered under this Agreement in accordance with the schedule of fees set forth in **Exhibit A**.

## **B. Compliance Services**

1. Taxes Reviewed: AVENU will perform compliance services for taxes designated by CLIENT and set forth in **Exhibit A**. AVENU will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by CLIENT, AVENU will make reasonable efforts to collect taxes designated by CLIENT hereunder. Where deemed reasonably appropriate, accounts may be turned over to audit or third-party collection. If CLIENT elects to have its attorney pursue collection of certain uncollected accounts, AVENU will assist CLIENT attorney as reasonably requested at its normal hourly rate as reflected herein.
2. Conduct of Compliance Services: To assure that all taxpayers are treated fairly, consistently and all compliance services are performed in a similar manner, AVENU representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CLIENT in the same manner as provided for pursuant to **Section A, Remittance Processing Services**, set forth above.
3. Consideration for Compliance Services: AVENU shall be compensated for the services rendered under this Agreement in accordance with the schedule of fees set forth in **Exhibit A**.

## **C. Audit Services**

1. Audit Services include all preparation for the performance of an audit of any applicable tax license, or fee levied by your taxing jurisdiction, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.
2. AVENU Reciprocal Agreement: To the fullest extent allowed by law, CLIENT hereby authorizes AVENU to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.
3. Consideration for Audit Services: AVENU shall be compensated for audit services rendered under this agreement at the hourly rate set forth in **Exhibit A**. There shall be no contingency fees.

- i. If overnight travel or travel more than 25 miles beyond origination point is required, AVENU will pay the auditor and bill the CLIENT for its portion of travel expenses. CLIENT agrees to pay the amount of these fees when due, regardless of any recovery.
- ii. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);
- iii. Shared Audit Fees: When audits for CLIENT overlap with audits for other AVENU clients or clients of AVENU Affiliates, the fees will be shared as follows:
  1. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
  2. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows;
    - a. Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
    - b. No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one AVENU representative.

#### **D. General Provisions**

1. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence March 1, 2024 with collection of March 2024 taxes to be remitted on or before April 20, 2024.
2. Term of the Agreement: This Agreement shall be for a term of three (3) years following the Effective Date or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.
3. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay AVENU for services performed through the effective date of termination for which AVENU has not been previously paid. In addition, because the services performed by AVENU prior to termination or non-renewal of this Agreement may result in the CLIENT's receipt of revenue after termination which are subject to AVENU's fee, the CLIENT shall remain obligated after termination or non-renewal to provide to AVENU such information as is necessary for AVENU to calculate compensation due as a

result of the receipt of revenue by the CLIENT. The CLIENT shall remain obligated to pay AVENU's invoices therefore in accordance with the terms of this Agreement.

4. Information Provided: CLIENT represents that the information provided to AVENU in the performance of services hereunder shall be provided free and clear of the claims of third parties. CLIENT represents that it has the right to provide this information to AVENU and that said information shall not be defamatory or otherwise expose AVENU to liability to third parties.
5. Compliance with laws: Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.
6. Taxpayer service: AVENU will provide a taxpayer assistance number for taxpayer questions. AVENU will provide informational brochures for placement in CLIENT offices, Chamber of Commerce offices, libraries and any other facilities. This information may also be available on the Internet at [www.avenuinsights.com](http://www.avenuinsights.com).
7. Review and Appeal Process: AVENU has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
8. Company Audit: Once a year AVENU will have an independent auditor prepare an SSAE 16, SOC 1, Type II Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report will be made available upon request.
9. Indemnity: To the fullest extent allowed by law, AVENU hereby agrees to indemnify and hold CLIENT harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by AVENU. Except as set forth in the preceding sentence, to the full extent allowed by law, CLIENT hereby agrees to indemnify and hold AVENU harmless from any claims and against all costs, expenses, damages, claims and liabilities relating in any way to the taxes of CLIENT set forth in **Exhibit A**, including, but not limited to, determination of taxes due from taxpayers, the collection thereof and any refunding related thereto.
10. Limitation of Liability: TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL AVENU, ITS EMPLOYEES, CONTRACTORS, DIRECTORS, AFFILIATES AND/ OR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, DELAY, LOST DATA, DISRUPTION, AND LOSS OF ANTICIPATED PROFITS OR REVENUE ARISING FROM OR RELATED TO THE SERVICES, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT, AND WHETHER OR NOT AVENU HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. IN ADDITION, AVENU'S TOTAL LIABILITY HEREUNDER, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS, SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE FEE PAID BY THE CLIENT FOR THE AFFECTED SERVICE TO WHICH THE CLAIM PERTAINS. THE FOREGOING SETS FORTH THE CLIENT'S EXCLUSIVE REMEDY FOR CLAIMS ARISING FROM OR OUT OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS

BETWEEN AVENU AND THE CLIENT AND AVENU'S PRICING REFLECTS THE ALLOCATION OF RISK AND LIMITATION OF LIABILITY SPECIFIED HEREIN.

11. **Equal Opportunity to Draft:** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
12. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVENU may assign this Agreement, in whole or in part, without the consent of CLIENT to any corporation or entity into which or with which AVENU has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of AVENU; or any corporation or entity which acquires all or substantially all of the assets of AVENU. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
13. **Force Majeure:** AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, pandemic, endemic, quarantine, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
14. **Subcontractors:** AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
15. **Intellectual Property Rights:** The entire right, title and interest in and to AVENU's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in AVENU. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to AVENU be deemed included within the Work Product.
16. **Immigration:** By signing this Contract, the contracting parties affirm, for the duration of the Contract, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Contract and shall be responsible for all damages resulting therefrom.
17. **Compliance With Title 41-16-5, Code Of Alabama,1975, Boycott Limitations:** Act 2016-312 of the Alabama Legislature prohibits a governmental entity from entering into certain

public contracts with a business entity unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, the boycott of a person or an entity based upon the person or business doing business with a jurisdiction with which the state can enjoy open trade. The prohibition does not apply if a business offers to provide goods or services for at least 20 percent less than the lowest certifying business entity or to a contract with a value less than \$15,000.00. Avenu represents and warrants that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

18. Entire Agreement: This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.
19. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

**Avenu Insights & Analytics, LLC**

By: \_\_\_\_\_

Name: James Barkman

Title: Chief Financial Officer

Date: \_\_\_\_\_

**Lauderdale County**

By: Danny Pettus

Name: Danny Pettus

Title: Chairman

Date: 2/12/24

**EXHIBIT A**

**DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES**

November 29, 2023

Brenda Bryant  
**Lauderdale County**  
PO Box 1059  
Florence, AL 35631

Dear Brenda Bryant:

Funds will be distributed in the following accounts as set forth below pursuant to this following:

<b>Tax Type</b>	<b>Rate Type</b>	<b>Agency</b>	<b>Routing #</b>	<b>Account #</b>	<b>Distribution %</b>
Gas	Standard Rate # Gallons				
Sales & Use	General				
Sales & Use	Mfg Machine				
Sales & Use	Farm				
Sales & Use	Auto				
Sales & Use	Amusement				
Sales & Use	Vending				

**Tax Types and Rate Codes will be administered at the following percentages:**

<b>Tax Type</b>	<b>Rate Type</b>	<b>Tax Rate</b>
Gas	Standard Rate # Gallons	
Sales & Use	General	
Sales & Use	Mfg Machine	
Sales & Use	Farm	
Sales & Use	Auto	
Sales & Use	Amusement	
Sales & Use	Vending	

If at any time there are any discrepancies between the schedule set out above and CLIENT's records, please notify us in writing immediately.

**IT IS CLIENT'S RESPONSIBILITY TO PROVIDE NOTICE TO AVENU OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:**

**Avenu Insights & Analytics, LLC**

600 Beacon Parkway West, Suite 900

Birmingham AL 35209

ATT: Contracts Department

**COMPENSATION FOR TAX REVENUE ADMINISTRATION SERVICES**

**Gas Tax Remittance Processing and Compliance Services:**

AVENU will receive an amount equal to 1.95% of gross revenues collected, for providing Remittance Processing and Compliance Services.

**Sales and Use Tax Remittance Processing and Compliance Services:** AVENU will receive an amount equal to Two Dollars and ninety-two Cents (\$2.92) per account per transaction OR 1.95% of gross revenues collected, whichever is lower, for providing Remittance Processing and Compliance Services.

**Audit Services:** AVENU will receive an amount based on an hourly rate of ninety-eight dollars (\$98.00) for audit services. There shall be no contingent fees.

**Price Adjustment:** The fees associated with Remittance Processing and Compliance Services and Audit Services are adjusted annually at the beginning of each Term of the Agreement by five percent (5%).

If there are any questions about this Schedule A, or Avenu assistance is required, please contact Connie Taylor, Client Relations Manager, at the contact information listed below.

Sincerely Yours,

Connie Taylor  
Client Relations Manager



Avenu Insights & Analytics, LLC  
205-423-4144 direct dial  
205-423-4097 direct fax

<p>I have reviewed the above distribution and verify that it is correct.</p> <p><b>Lauderdale County</b></p> <p>By: <u>Brenda Bryant</u></p> <p>Name: <u>Brenda Bryant</u></p> <p>Title: <u>County Commissioner</u></p> <p>Date: <u>2/13/24</u></p>	<p><b>Avenu Insights &amp; Analytics, LLC</b></p> <p>By: _____</p> <p>Name: <u>James Barkman</u></p> <p>Title: <u>Chief Financial Officer</u></p> <p>Date: _____</p>
---	--

DANNY PETTUS  
CHAIRMAN

BRENDA BRYANT  
ADMINISTRATOR

ERIC HILL  
ENGINEER

CHRISTOPHER A. SMITH  
ATTORNEY



MEMBERS

BRAD BLACK  
DISTRICT 1

ROGER GARNER  
DISTRICT 1

JOE HACKWORTH  
DISTRICT 2

FAY PARKER  
DISTRICT 2

Tuesday, February 13, 2024

Dear Taxpayer:

Request is hereby made to examine all books of account, invoices, sales receipts, and working papers necessary to ascertain the correct amount of applicable taxes being administered by the Lauderdale County.

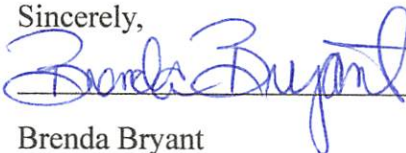
Please note that under authority granted by Section 11-3-11.2 and Sections 11-51-200 through 11-51-206 of the Code of Alabama 1975, Lauderdale County has contracted with AVENU to act as our duly authorized agent in order to perform taxpayer audit examination services for our jurisdiction. Therefor, AVENU is hereby authorized to examine and/or audit the records, books, or other relevant information maintained by you for the purpose of computing and determining the correct amount of any applicable tax, license, or fee assessed by our taxing jurisdiction.

At or before the beginning of this audit, AVENU will provide to you the current version of the State of Alabama Publication 1A which provides, in simple and non-technical terms, a statement of your rights. Those rights include the right to be represented during an examination, a written description of the basis for any assessments, and an explanation of your appeal rights. Please read this material carefully and contact your professional advisors for tax or legal advice.

Please contact us directly if at any time you have any questions or complaints or if you are unable to obtain a reasonable response after several attempts to communicate with the person assigned to your case. For verification of the identity of an auditor, you may contact the audit department of AVENU at 205-423-4126.

Your cooperation is greatly appreciated during this process.

Sincerely,

  
\_\_\_\_\_

Brenda Bryant

Lauderdale County Administrator

Date: 2/13/24

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Sheriff's Department is entering into a Traffic Enforcement Agreement with the North Central Alabama Highway Safety Office (NAHSO) for fiscal period October 1<sup>st</sup>, 2023, through September 30<sup>th</sup>, 2024; and

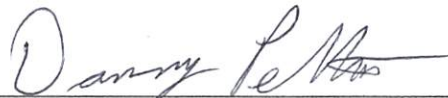
WHEREAS, this agreement outlines the requirements for official participation in the North Alabama Highway Traffic Safety Office Program which provides traffic enforcement grant funding for qualified expenditures related to traffic safety enforcement; and

WHEREAS, the Franklin County Commission will act in its role as the approved Sub Grantee for all Traffic Safety Funding.

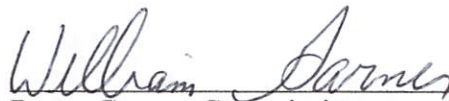
NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the Sheriff's Department to participate in the North Alabama Highway Traffic Safety Office Program and approves any budget amendment needed in the financial management of this project.

Done this the 12<sup>th</sup> day of February, 2024.

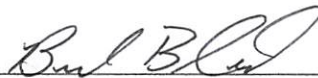
LAUDERDALE COUNTY COMMISSION



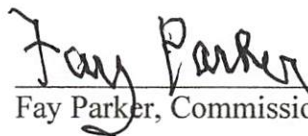
Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Fay Parker, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Joe Heckworth, Commissioner

STOP

## NORTH CENTRAL ALABAMA HIGHWAY SAFETY OFFICE

P.O. Box 1300 • Russellville, AL 35653 • PHONE # 256-332-1138  
Eddierussell4nahso@gmail.com

### Traffic Enforcement Agreement

Fiscal Period: **October 01, 2023 – September 30, 2024**

*(NOT the same as a grant's authorized spending period during this Agreement Period)*

The Franklin County Commission (FCC) has made application to the Law Enforcement & Traffic Safety (LETS) division of the Alabama Department of Economic and Community Development (ADECA) and been given approval under the following approved Application as follows; North Alabama Highway Safety Office (NAHSO) 402 Administrative Grant 2024-FP-CP-017.

Under this project, the Franklin County Commission will act in its role as the approved Sub Grantee for All Traffic Safety Funding and will be the pass-through agency for the National Highway Traffic Safety Administration (NHTSA)/ADECA LETS Traffic Safety Funds within the 17 County ADECA/LETS Region herein the North Central Alabama area. The funds for this agreement were awarded by NHTSA and are passed through ADECA and the FCC/NAHSO. Therefore, all expenditures are subject to all federal and state laws, rules, and regulations, including LETS policy letters.

This agreement is entered by North Central Alabama Highway Safety Office, located at the Franklin County Commission, hereinafter referred to as "NAHSO", and the governing entity of the law enforcement department of the following: Lauderdale County Sheriff Department, hereinafter referred to as "AGENCY", for official participation in the North Central Alabama Highway Traffic Safety Office Program grant and/grants, and are at allowable rates of pay, plus allowable FICA fringe, for traffic safety enforcement. The term of this agreement will be from **October 01, 2023 through September 30, 2024**; however, the agreement period may not be the same as the grant's authorized spending period during the fiscal year.

Upon approval of grant(s), funding and authorized spending periods will be made available to the AGENCY through the CORE reporting system by NAHSO. **This Agreement for NAHSO Grant Participation is not a notice of grant funding approval but is required for the AGENCY's receipt of grant funding.**

NO AGENCY will be approved to receive traffic enforcement funding without having entered into this agreement with the North Alabama Highway Safety Office. NO AGENCY will be approved to receive enforcement funding without having an approved overtime policy adopted by its GOVERNING ENTITY. If an agency does not have an approved overtime policy, its GOVERNING ENTITY may agree to adopt the one attached to this agreement, which meets the minimum requirements set forth to participate in this program. If an AGENCY is awarded grant traffic enforcement funds, the authorized spending dates and amounts will be recorded on the CORE reporting system and will include information such as the grant's/grants' name and number, as well as the CFDA number that applies to each specific grant.

After the initial notification of funding allocation is made to the AGENCY, any adjustments in the funding level, time, and/or scope of this agreement and/or the grant(s); will only be accomplished through the CORE reporting system website by the NAHSO.

NAHSO has the authority to rescind the AGENCY's grant funding at any time, even without voluntary release of such funds by the AGENCY, due to non-compliance, non-expenditure, lack of submitted reimbursement claims, or for any other reason deemed necessary by NAHSO.

Each agency will be responsible for keeping on file ALL paperwork pertaining to each grant that a reimbursement claim is filed. ADECA reserves the right to audit any agency at any time to assure that all documents that have been submitted are correct. Documents that should be kept on file by the agency are as follows; (1.) contract with NAHSO, (2.) CORE Project Reimbursement Form, (3.) CORE Roll-Up form, (4.) CORE signed contact report(s) for each person claiming reimbursement hours on the grant, (5.) copy or electronic image of every citation and warning citation claimed on the grant, (6.) **time sheets or time cards identifying regular hours worked and overtime hours worked on traffic grant,** (7.) City or County overtime policy. The above-mentioned paperwork should be kept on file by each agency for

no less than **3 years** from the date of the grant enforcement period. Each agency will be notified if a file audit is requested. Any agency that unable to produce ALL forms required to verify the claims that have been submitted to the NAHSO, will be required to refund ALL funds that were reimbursed on the grant in question.

**Reimbursement claims (CORE forms) are encouraged to be submitted to NAHSO on the same schedule as the AGENCY' Pay Period Follows.**

The Chief Law Enforcement Official will serve as the AGENCY Representative unless he or she delegates the responsibility. The Chief Law Enforcement Official may appoint a department representative to be the AGENCY Representative if he or she chooses. The AGENCY Representative will also serve as the primary contact person for communications and correspondence between the AGENCY and NAHSO. If the AGENCY Representative is designated as someone other than the Chief Law Enforcement Official, this person must be identified within this Agreement (or by notification of change if after this Agreement has been signed).

The AGENCY is solely and exclusively responsible for all expenditure documentation submitted to NAHSO and shall ensure the accuracy of all such documentation and reports submitted, including but not limited to, hours reported, computation of salary/fringe benefits and reimbursement, and pay rates. The AGENCY shall hold harmless and indemnify FCC and /or NAHSO from and against any loss, claim for reimbursement, or any claim whatsoever in any way, relating to any error or omission in the reimbursements claimed, documentation and reports submitted, and/or grant funds distributed in reliance thereon.

The agency is subject to a "Review of Claims Process" by either ADECA/LETS or NAHSO at any time during the course of this funding agreement. The purpose of the review is to ensure that the law enforcement agencies who receive overtime funding from ADECA/LETS are in compliance with their requirements for funding. Conducting periodic reviews will identify whether there are deficiencies in the claim submission process which may result in inaccurate claims. Upon the completion of this review, if there are any deficiencies/ errors identified, the Agency will be required to reimburse ADECA/LETS for those identified deficiencies. This process will be as follows: The Agency will be required to issue a check to the Franklin County Commission, who then in return will do the same to the LETS Division ADECA of for the overall total amount of the identified deficiencies, as it relates to each project and/or grant for each funding year that in which the deficiencies /errors occurred.

In the event that the Agency refuses to reimburse the Franklin County Commission and/or ADECA LETS for the Identified errors in claims that has already been paid legal action maybe against the said Agency to address the situation. The said Agency will forfeit future funding opportunities in regards Traffic Safety Funds.

The AGENCY, in performance of its operations and obligations, shall not be deemed to be an agent of FCC or NAHSO, but shall be an independent contractor in every respect. The AGENCY is solely responsible for the acts and omissions of its employees and agents. NAHSO assumes no responsibility the way or means by which the AGENCY performs its activities pursuant to this agreement. The AGENCY will also be deemed as an Independent Contractor in all aspects related to Federal/State Accounting programmatic annual audits.

Subject to the terms of the grant, NAHSO agrees to reimburse the AGENCY, subject to availability of grant funds, for the actual traffic enforcement worked under an NAHSO grant project, provided the activity is documented in accordance program requirements, as set forth by NAHSO, with final approval by ADECA, and in accordance with funding guidelines. All commitments for reimbursement shall be limited to the availability of grant funds.

**"Termination for Cause.** If, through any cause, the Agency shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Agency shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected immediately. NAHSO will immediately terminate this Agreement by giving verbal and written notice (email, etc.) to the Agency of such termination.

Signatures required:



Signature of AGENCY's Authorizing Official  
(Mayor/Comm. Chair) authorized to enter Agreement

Danny Pettus, Commission Chairman

Printed Name of Authorizing Official and Title  
Mayor/Comm. Chair

---



Signature of AGENCY's Chief Law Enforcement Official  
(Chief of Police or (Sheriff)

Joe Hamilton - Sheriff

Printed Name of Chief LE Official and Title  
(Chief/Sheriff)

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Signature of Region Director  
North Central Alabama Highway Safety Office

Eddie Russell

Printed Name of Region Director

STATE OF ALABAMA §

LAUDERDALE COUNTY §

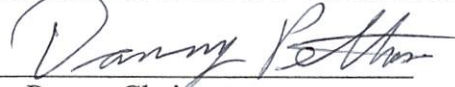
### RESOLUTION

WHEREAS, the Lauderdale County Commission agrees to send a letter of support for Investing in Equity and Innovation for the Alabama County Bridges Project – USDOT Bridge Investment Program Planning Grant application; and

NOW, THEREFORE BE IT RESOLVED, that the Lauderdale County Commission agrees to support applying for this grant that will be used for the Project Planning Study for the replacement or rehabilitation of thirty-three bridges located across the state of Alabama.

Done this the 12<sup>th</sup> day of February, 2024.

LAUDERDALE COUNTY COMMISSION



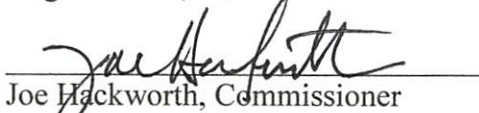
Danny Pettus, Chairman



Brad Black, Commissioner



Roger Garner, Commissioner



Joe Hackworth, Commissioner



Fay Parker, Commissioner



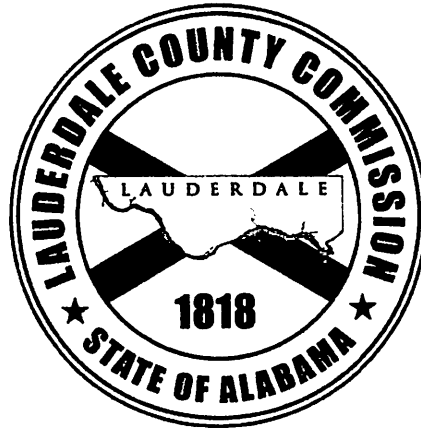
Brenda Bryant, County Administrator

DANNY PETTUS  
CHAIRMAN

BRENDA BRYANT  
ADMINISTRATOR

ERIC HILL  
ENGINEER

CHRISTOPHER A. SMITH  
ATTORNEY



MEMBERS

BRAD BLACK  
DISTRICT 1

ROGER GARNER  
DISTRICT 1

JOE HACKWORTH  
DISTRICT 2

FAY PARKER  
DISTRICT 2

February 5, 2024

The Honorable Pete Buttigieg  
Secretary of Transportation, U.S. Department of Transportation  
1200 New Jersey Avenue SE  
Washington, DC 20590

**Re: Letter of Support for the Investing in Equity and Innovation for Alabama County  
Bridges Project - USDOT Bridge Investment Program Planning Grant Application**

Dear Secretary Buttigieg:

I am writing in support of the multijurisdictional Investing in Equity and Innovation for Alabama County Bridges Project (the Project) application for USDOT's Bridge Investment Program (BIP) Planning Grant funding, submitted by Lauderdale County as lead applicant. The co-applicants include the counties of Blount, Bullock, Butler, Calhoun, Chambers, Cherokee, Chilton, Cleburne, Coffee, Cullman, Etowah, Greene, Hale, Henry, Jackson, Lamar, Lawrence, Lee, Macon, Madison, Marion, Marshall, Mobile, Perry, Pike, Shelby, St. Clair, Sumter, and Winston.

BIP funding would be used for the Project Planning Study for the replacement or rehabilitation of thirty-three (33) bridges located across the state of Alabama. These bridges were identified as the top priority by each county due to the bridges' poor condition of elements critical to the integrity of the structure and the high impact associated with closure. The proposed bridges in the Planning Study have an overall condition rating of a "poor" rating or a "fair" rating and at risk of falling into poor condition within the next few years. Most of these bridges are within disadvantaged communities and/or areas of persistent poverty. BIP funding for this Project is necessary to support critical transportation networks across the state. The ultimate Project goal is to use innovative bridge construction technologies to vastly improve the safety, efficiency, reliability, and equity for Alabama county bridges.

As lead applicant and to facilitate the Planning Study, Lauderdale County commits to data gathering, coordination, and any other aspect of the Planning Study that is deemed necessary to successfully complete the Project. Furthermore, if awarded, Lauderdale County commits to providing an equal share of the required BIP Planning Grant non-federal match funds. The estimated funding match for the Project Planning Study is \$64,000. Divided by thirty-one (31) counties, the per applicant share is \$2,065.



I respectfully ask that you give every consideration to this funding request for this extremely important project that will provide for the safe and reliable movement of people and freight over our nation's bridges.

Sincerely,

A handwritten signature in black ink that reads "Danny Pettus". The signature is written in a cursive style with a large, prominent "D" and "P".

Danny Pettus  
Chairman  
Lauderdale County

STATE OF ALABAMA §

LAUDERDALE COUNTY §

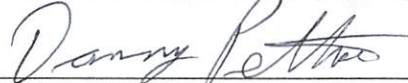
**RESOLUTION**

WHEREAS, the Lauderdale County Commission approves an agreement between the Alabama Emergency Management Agency and the Lauderdale County Emergency Management Agency that states a grant in the amount of fifty-seven thousand nine hundred twenty-three dollars will be used for the sole purpose of emergency management preparedness programs. This will be matched fifty/fifty with local funds; and

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS; the Lauderdale County Commission approves this agreement between the Alabama Emergency Management Agency and Lauderdale County Emergency Management Agency.

Done this the 12<sup>th</sup> day of February, 2024.

LAUDERDALE COUNTY COMMISSION

  
\_\_\_\_\_  
Danny Pettus, Chairman

  
\_\_\_\_\_  
Brad Black, Commissioner

  
\_\_\_\_\_  
Roger Garner, Commissioner

  
\_\_\_\_\_  
Fay Parker, Commissioner

  
\_\_\_\_\_  
Joe Hackworth, Commissioner

ATTEST:

  
\_\_\_\_\_  
Brenda Bryant, County Administrator

# Florence-Lauderdale Emergency Management Agency


George M. Grabryan, Jr.  
EMA/E-911 Director



110 W. College Street, Room B25  
Florence, Alabama 35630

Phone (256) 760-6363  
Fax (256) 766-0529  
[www.florencelauderdaleema.org](http://www.florencelauderdaleema.org)

## MEMO

TO: Brenda Bryant  
FROM: George M. Grabryan, Jr.   
DATE: January 30, 2024  
RE: FY 23 EMPG Agreement

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Enclosed you will find the FY 23 EMPG Agreement we receive every year. Please put on the agenda for the next meeting.

RECEIVED

JAN 30 2024

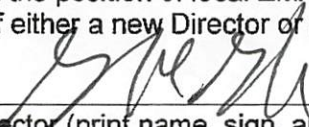
LAUDERDALE COUNTY  
COMMISSION

**ALABAMA EMERGENCY MANAGEMENT AGENCY (AEMA)  
 FY2023 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)  
 COOPERATIVE AGREEMENT (CA)**

1. Subrecipient:	Lauderdale County EMA
2. Effective Dates:	10/01/2022-09/30/2023
3. Issuing Agency:	Alabama Emergency Management Agency, 5898 County Road 41, P.O. Drawer 2160, Clanton, AL 35046-2160
4. FAIN:	EMA-2023-EP-00005
5. CA Number(s):	23EMF - \$45,923.00 23EMS - \$12,000.00
6. Local Allocation Amount:	\$57,923.00
7. CFDA #:	97.042
8. Federal Award Date:	09/12/2023
9. Federal Award Type:	FY2023 EMPG

Subrecipient agrees to: (1) provide information requested by AEMA regarding the subrecipient's emergency management operation in a timely manner; (2) submit requests for reimbursement of expenditures incurred relative to this agreement using forms provided or approved by AEMA and utilize the AEMA Grants Management online portal; (3) present claims with clear and adequate supporting documentation as instructed by AEMA; (4) submit claims on a monthly basis within thirty (30) calendar days after the end of the month for which they are filed; (5) submit all claims relating to this grant by October 31, 2023; (6) provide information requested by AEMA concerning claimed expenditures within three (3) working days; (7) utilize funds for essential operating expenses of local EMA offices, such as salaries, benefits, supplies, maintenance of facilities, and other necessary and eligible operating costs; (8) make available to AEMA all EMPG related files and documentation for compliance monitoring and review; (9) comply with all reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance; and (10) contribute 50% of all costs submitted for reimbursement as a cash match consisting of payments made by the subrecipient.

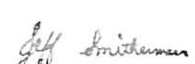
The AEMA Director or his/her designated agent may elect to withhold, or, with a ten (10) day notice, withdraw all or part of this funding from the subrecipient for: (1) non-compliance with any portion of the terms stated, referenced, or incorporated into this agreement; (2) failure to perform appropriately in an emergency situation; or, (3) allowing the position of local EMA Director to remain vacant for more than thirty (30) days without appointment of either a new Director or an Acting Director.

  
 Local EMA Director (print name, sign, and initial each attached page) \_\_\_\_\_ Date 01/30/24

Certification by County Authorizing Official:

I certify that I understand and agree to comply with the general and fiscal provisions of this agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other applicable federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of the Authorizing Official as they relate to the requirements of this agreement; that costs incurred prior to award of funds may result in the expenditures being absorbed by the subrecipient; and, that the receipt of these grant funds through the subrecipient will not supplant other state or local funds budgeted for emergency management purposes.

  
 Chief Elected Official (print name and sign) \_\_\_\_\_ Date 2-12-24

  
 Jeff Smitherman, Director, AEMA \_\_\_\_\_ Date \_\_\_\_\_



# FY 2023 DHS Standard Terms and Conditions

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at [www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions](http://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions).

## **A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

- I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

## **B. General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and



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Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

## C. Standard Terms & Conditions

### I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

### II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

### III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

### IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

### V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

### VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

### VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection

# FY 2023 DHS Standard Terms and Conditions

therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

## VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

## IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

## X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

## XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

## XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

## XIII. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

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## XIV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

## XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

## XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

## XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

## XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

## XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

## XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

## XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.





# FY 2023 DHS Standard Terms and Conditions

## XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

## XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

## XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

## XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

## XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

## XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

## XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

## XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides

# FY 2023 DHS Standard Terms and Conditions

that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

## XXX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

## XXXI. Reporting Subawards and Executive Compensation

Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

## XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.



# FY 2023 DHS Standard Terms and Conditions

## *Waivers*

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

- (a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
  - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
  - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

## XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

## XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

## XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.



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## XXXVI. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

## XXXVII. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

## XXXVIII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

## XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

A handwritten signature in black ink, appearing to be 'DP', located at the bottom right of the page.

STATE OF ALABAMA §

LAUDERDALE COUNTY §

**RESOLUTION**

WHEREAS, Lauderdale County must have an updated Flood Damage Prevention resolution in place in order to remain a participating member in the National Flood Insurance Program; and

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS; by the Lauderdale County Commission that the updated Flood Damage Prevention Resolution for Lauderdale County, Alabama is herein adopted and shall be administered by the Lauderdale County Engineering Department.

NOW, THEREFORE BE IT RESOLVED; by the Lauderdale County Commission that a copy of this Floodplain Development Ordinance will be attached to the resolution in the recorded minutes.

Done this the 12<sup>th</sup> day of February, 2024.

LAUDERDALE COUNTY COMMISSION

  
\_\_\_\_\_  
Danny Pettus, Chairman

  
\_\_\_\_\_  
Brad Black, Commissioner

  
\_\_\_\_\_  
Roger Garner, Commissioner

  
\_\_\_\_\_  
Fay Parker, Commissioner

  
\_\_\_\_\_  
Joe Hackworth, Commissioner

ATTEST:

  
\_\_\_\_\_  
Brenda Bryant, County Administrator

**LAUDERDALE COUNTY,  
ALABAMA**

**FLOODPLAIN DEVELOPMENT ORDINANCE**

**Adopted February 12, 2024**

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**FLOODPLAIN DEVELOPMENT ORDINANCE**  
Lauderdale County

**ARTICLE 1**

**STATUTORY AUTHORIZATION, FINDINGS OF  
FACT, PURPOSE, AND OBJECTIVES**

The National Flood Insurance Program (NFIP) is managed by the Federal Emergency Management Agency (FEMA). Communities are not required to participate in the program by any law or regulation, but instead participate voluntarily in order to obtain access to NFIP flood insurance. Communities that choose to participate in the NFIP are required to adopt and enforce a floodplain development ordinance with land use and control measures that include effective enforcement provisions to regulate development in the floodplain resulting in reduced future flood losses.

FEMA has set forth in federal regulations the minimum standards required for participation in the NFIP; however, these standards have the force of law only because they are adopted and enforced by a state or local government; referred to as a NFIP community. Legal enforcement of the floodplain management standards is the responsibility of the participating NFIP community, which can elect to adopt higher standards as a means of mitigating flood risk. Lauderdale County agrees to adopt and enforce this Ordinance, which meets or exceeds the minimum standards of the Code of Federal Regulations Title 44 §60.3 in order to participate in the NFIP and have access to federal flood insurance and other federal assistance.

**SECTION A**            **STATUTORY AUTHORIZATION**

The Legislature of the State of Alabama has in Title 11, Chapter 19, Sections 1-24; Chapter 45, Sections 1-11; Chapter 52, Sections 1-84; and Title 41, Chapter 9, Section 166 of the Code of Alabama, 1975, authorized local government units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the County Commission, of Lauderdale County, Alabama, does ordain as follows:

**SECTION B**            **FINDINGS OF FACT**

- (1) The flood hazard areas of Lauderdale County, Alabama (the Federal Emergency Management Agency's [FEMA] designated Special Flood Hazard Areas (SFHAs) or other areas designated by Lauderdale County as flood-prone areas) are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood relief and protection, and impairment of the tax base, all of which adversely affect public health, safety, and general welfare.

- (2) These flood losses are caused most often by development, as defined in this Ordinance, in areas designated as FEMA SFHAs or other areas designated by Lauderdale County as vulnerable to flooding, including structures which are inadequately elevated or floodproofed (only non-residential structures) or are otherwise unprotected from flood damages; or by the cumulative effect of development in areas subject to flooding that cause increases in flood heights and velocities.

**SECTION C**            **STATEMENT OF PURPOSE**

It is the purpose of this Ordinance to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction.
- (2) Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion.
- (3) Control development (including filling, grading, paving, dredging, and all other development as defined in this Ordinance).
- (4) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters, or which may increase flood hazards to other lands.
- (5) Control the alteration of natural floodplains, stream channels, and natural protective barriers which may influence the flow of water.

**SECTION D**            **OBJECTIVES**

The objectives of this Ordinance are to:

- (1) Protect human life and health;
- (2) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (3) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize flood blight areas;
- (4) Minimize expenditure of public money for costly flood control projects;
- (5) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

- (6) Minimize prolonged business interruptions; and
- (7) When asked for assistance regarding flood risk, ensure that potential home buyers are aware that a property is in an area subject to flooding.

**ARTICLE 2**  
**GENERAL PROVISIONS**

**SECTION A**            **LANDS TO WHICH THIS ORDINANCE APPLIES**

This Ordinance shall apply to all FEMA SFHAs and any additional areas designated by Lauderdale County as floodplains or areas subject to flooding within the jurisdiction of Lauderdale County, Alabama.

**SECTION B**            **BASIS FOR SPECIAL FLOOD HAZARD AREAS**

The SFHAs identified by FEMA in Lauderdale County’s **Flood Insurance Study (FIS)**, dated August 2, 2018, with accompanying Flood Insurance Rate Maps (FIRMs) and other supporting data **and any revision thereto**, are adopted by reference and declared a part of this Ordinance. For those lands acquired by a municipality through annexation, the current effective FIS and data for Lauderdale County are hereby adopted by reference. Community Flood Hazard Areas may also be regulated as SFHAs. FEMA encourages communities to adopt areas prone to flooding to be added to the FIRMs. They may include those areas known to have flooded historically or that have been defined through standard engineering analysis by a professional engineer, licensed to practice in the State of Alabama; or by governmental agencies or private organizations that are not yet incorporated into the FIS or otherwise designated by the community.

**SECTION C:**            **ESTABLISHMENT OF A FLOODPLAIN DEVELOPMENT PERMIT**

A Floodplain Development Permit shall be required in conformance with the provisions of this Ordinance PRIOR to the commencement of any development, as defined in this Ordinance, in identified SFHAs and any additional identified **Community Flood Hazard Areas** within the community.

**SECTION D.**            **COMPLIANCE**

No structure or land shall hereafter be located, extended, converted or altered without **full compliance** with the terms of this Ordinance and other applicable regulations.

**SECTION E.**            **ABROGATION AND GREATER RESTRICTIONS**

This Ordinance is not intended to repeal, abrogate, or impair any existing ordinance, easements, covenants, or deed restrictions. However, where this Ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

**SECTION F.**            **INTERPRETATION**

In the interpretation and application of this Ordinance all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body, and; (3) deemed neither to limit nor repeal any other powers granted under State statutes.

#### **SECTION G.            WARNING AND DISCLAIMER OF LIABILITY**

The degree of flood protection required by this Ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur; flood heights may be increased by man-made or natural causes. This Ordinance does not imply that land outside the SFHAs or other identified areas subject to flooding or uses permitted within such areas will be free from flooding or flood damages. This Ordinance shall not create liability on the part of Lauderdale County or by any officer or employee thereof for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made thereunder.

#### **SECTION H.            PENALTIES FOR VIOLATION**

Violation of the provisions of this Ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions shall constitute a misdemeanor. The Code of Alabama (1975), Title 11, Chapters 19 and 45 grant local governments in Alabama the authority to administer the enforcement provisions stated within this section of the Ordinance.

- (1) **Stop Work Order.** The community may issue a stop work order, which shall be served on the applicant or other responsible person.
  - (a) Upon notice from the Administrator, work on any building, structure or premises that is being performed contrary to the provisions of this Ordinance shall immediately cease.
  - (b) Such notice shall be in writing and shall be given to the owner of the property, or to his or her agent, or to the person doing the work, and shall state the conditions under which work may be resumed.

The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein. The stop work order must include a provision that it may be withdrawn or modified to enable the applicant or other responsible person to take the necessary remedial measures to cure such violation or violations.

- (2) **Notice of Violation.** If the community determines that an applicant or other responsible party for the development has failed to comply with the terms and conditions of a Floodplain Development Permit, or otherwise not in accordance with the provisions of this Ordinance, it shall issue a written Notice of Violation, by certified return receipt mail, to such applicant or other responsible person. Where the person is engaged in activity covered by this Ordinance without having first secured a Floodplain Development Permit, the notice shall be served on

the owner or the party in charge of the activity being conducted on the site. Therefore, any work undertaken prior to submission and approval of an official Floodplain Development Permit by Lauderdale County or otherwise not in accordance with this Ordinance shall constitute a violation of this Ordinance and be at the permit holder's risk. The notice of violation shall contain:

- (a) The name and address of the owner or the applicant or the responsible party;
  - (b) The address or other description of the site upon which the violation is occurring;
  - (c) A statement specifying the nature of the violation (including failure to obtain a Floodplain Development Permit);
  - (d) A description of the remedial measures necessary to bring the action or inaction into compliance with the Floodplain Development Permit or this Ordinance and the date for the completion of such remedial action;
  - (e) A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed, and;
  - (f) A statement in the Notice of Violation shall be included that the determination of violation may be appealed to the community by filing a written Notice of Appeal within ten (10) working days after the Notice of Violation. Exceptions for the deadline for this Notice include: 1) in the event the violation constitutes a danger to public health or public safety, then a 24-hour notice shall be given; 2) if there's an imminent or immediate threat to life or property, then immediate action is required.
- (3) Civil penalties. Any person who violates this Ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than {\$500.00} or imprisoned for not more than {30} days, or both, and in addition, shall pay all costs and expenses involved in the case: Each day such violation continues following receipt of the Notice of Violation shall be considered a separate offense. Nothing contained herein shall prevent Lauderdale County from taking such other lawful actions as is necessary to prevent or remedy any violation.
- (4) Additional Enforcement Actions. If the remedial measures described in the Notice of Violation have not been completed by the date set forth in the Notice of Violation, any one or more of the following enforcement actions may be enacted against the person to whom the Notice of Violation was directed.

Before taking any of the following enforcement actions or imposing any of the following penalties, Lauderdale County shall first notify the applicant or other responsible person in writing of its intended action. Lauderdale County shall provide reasonable opportunity, of not less than ten days (except, in the event the violation constitutes a danger to public health or public safety, then a 24-hour notice shall be sufficient; if there's an imminent or immediate threat to the public health or public safety then immediate action is required) to cure such violation.

In the event the applicant or other responsible party fails to cure such violation after such

notice and cure period, Lauderdale County may take or impose any one or more of the enforcement actions or penalties listed below.

- (a) Suspension, revocation, or modifications of Floodplain Development Permit. Lauderdale County may suspend, revoke, or modify the Floodplain Development Permit that authorizes the development project. A suspended, revoked, or modified Floodplain Development Permit may be reinstated after the applicant or other responsible party has taken the remedial measures set forth in the Notice of Violation or has otherwise cured the violations described therein, provided that the Floodplain Development Permit may be reinstated (upon such conditions as the community may deem necessary). That would enable the applicant or other responsible party to take the necessary remedial measures to cure such violations.
- i. The Administrator may revoke a Floodplain Development Permit issued under the provisions of this Ordinance in case there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.
  - ii. The Administrator may revoke a Floodplain Development Permit upon determination that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the structure for which the permit was issued is in violation of, or not in conformity with, the provisions of this Ordinance.
- (b) Section 1316 Declaration. A Section 1316 declaration shall be used only when all other legal means included in this Ordinance to remedy a violation have been exhausted and the structure remains non-compliant. Once invoked, the property's flood insurance coverage will be terminated and no new or renewal policy can be issued, no NFIP insurance claim can be paid on any policy on the property, and federal disaster assistance will be denied for the property.

The declaration must be in writing (letter or citation), from the community to the property owner and to the FEMA Regional Office, and must contain the following items:

- i. The name(s) of the property owner(s) and address or legal description of the property sufficient to confirm its identity and location;
- ii. A clear and unequivocal declaration that the property is in violation of a cited State or local law, regulation or ordinance;
- iii. A clear statement that the public body making the declaration has authority to do so and a citation of that authority;
- iv. Evidence that the community has taken and exhausted all legal means to remedy the violation, including all Community enforcement actions, as specified in this Ordinance; and
- v. Notice of violation, and a statement regarding the prospective denial of insurance.

The structure will be considered a violation until such time the violation has been

remedied. If a structure that has received a Section 1316 declaration is made compliant with the all the applicable provisions of this Ordinance, then the Section 1316 declaration can be rescinded by the community and flood insurance eligibility restored.

- (5) Administrative appeal; judicial review. Any person receiving a Notice of Violation may appeal the determination of the community, including but not limited to the issuance of a stop work order, the assessment of an administratively-imposed monetary penalty, the suspension, revocation, modification, or grant with condition of a Floodplain Development Permit by the community upon finding that the holder is in violation of Floodplain Development Permit conditions, or that the holder is in violation of any applicable ordinance or any of the community's rules and regulations, or the issuance of a notice of bond forfeiture.

The Notice of Appeal must be in writing to the Floodplain Administrator and must be received within ten (10) days from the date of the Notice of Violation. A hearing on the appeal shall take place within thirty (30) days from the date of receipt of the Notice of Appeal.

- (6) All appeals shall be heard and decided by the community's designated appeals board, which shall be the Lauderdale County Commission, or their designees. The appeals board shall have the power to affirm, modify, or reject the original penalty, including the right to increase or decrease the amount of any monetary penalty and the right to add or delete remedial actions required for correction of the violation and compliance with the community's floodplain development ordinance, and any other applicable local, state, or federal requirements. Appeals cannot be in opposition to the provisions of this Ordinance. The decision of the appeal board shall be final.
- (7) A judicial review can be requested by any person aggrieved by a decision or order of the community, after exhausting his/her administrative remedies. They shall have the right to appeal de novo to the Lauderdale County District Court.

## **SECTION I. SAVINGS CLAUSE**

If any section, subsection, sentence, clause, phrase, or word of this Ordinance is for any reason held to be noncompliant with 44 Code of Federal Regulation 59-78, such decision shall not affect the validity of the remaining portions of this Ordinance.



**ARTICLE 3**  
**ADMINISTRATION**

**SECTION A            DESIGNATION OF FLOODPLAIN ADMINISTRATOR**

The Lauderdale Commission or its designee is hereby appointed to administer and implement the provisions of this Ordinance. The County Engineer shall hereto after be referred to as the Floodplain Administrator in this Ordinance.

**SECTION B            FLOODPLAIN DEVELOPMENT PERMIT PROCEDURES**

Application for a Floodplain Development Permit shall be made to the Floodplain Administrator on forms furnished by the community **PRIOR** to any development (any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of equipment or materials) in the SFHAs of the community, and may include, but not be limited to, the following: plans in duplicate drawn to scale showing the elevations of the area of development and the nature, location, and dimensions of existing or proposed development.

Specifically, the following procedures and information are required for all projects in the SFHA or other designated floodplains within the jurisdiction of Lauderdale County:

- (1) Application Stage  
Plot plans are to include:
  - (a) The BFEs where provided as set forth in Article 4, Section B and C;
  - (b) Boundary of the Special Flood Hazard Area and floodway(s) as delineated on the FIRM or other flood map as determined in Article 2, Section B;
  - (c) Flood zone designation of the proposed development area as determined on the FIRM or other flood map as set forth in Article 2, Section B;
  - (d) Elevation in relation to mean sea level (or highest adjacent grade) of the regulatory lowest floor elevation, including basement, of all proposed structures;
  - (e) Elevation in relation to mean sea level to which any non-residential structure will be flood-proofed;
  - (f) Design certification from a professional engineer, who is licensed to practice in the State of Alabama, or a licensed architect, who is registered to practice in the State of Alabama, that any proposed non-residential flood-proofed structure will meet the flood-proofing criteria of Article 4, Sections B(2) and E(2);
  - (g) A Foundation Plan, drawn to scale, that shall include details of the proposed foundation system to ensure all provisions of this Ordinance are met. These details include, but are not limited to, the proposed method of elevation (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/piles/shear walls) and description of any flood openings

required in accordance with Article 4, Sections B(1) and B(3) when solid foundation perimeter walls are used.

- (h) Usage details of any enclosed areas below the lowest floor shall be described.
- (i) Plans and/or details for the protection of public utilities and facilities such as sewer, gas, electrical, and water systems to be located and constructed to minimize flood damage.
- (j) Description of the extent to which any watercourse will be altered or relocated as a result of a proposed development including current and proposed locations of the watercourse. An engineering report shall be prepared by a professional engineer, who is licensed to practice in the State of Alabama, on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream. The affected properties shall be depicted on a map or on the plot plan.
- (k) Certification of the plot plan by a professional engineer or surveyor, who is licensed to practice in the State of Alabama, is required.

(2) Construction Stage

For all new construction and substantial improvements, the Floodplain Development Permit holder shall provide to the Floodplain Administrator an as-built certification of the regulatory floor elevation or flood-proofing level **using appropriate FEMA elevation or floodproofing certificate** immediately after the lowest floor or flood-proofing is completed. In addition:

- (a) When flood-proofing is utilized for non-residential structures, said certification shall be prepared by professional engineer, who is licensed to practice in the State of Alabama, or architect, who is registered to practice in the State of Alabama.
- (b) **Any work undertaken prior to submission of these certifications shall be at the Floodplain Development Permit holder's risk.**
- (c) The Floodplain Administrator shall review the above referenced certification data submitted. Deficiencies detected by such review shall be corrected by the Floodplain Development Permit holder immediately and prior to further work being allowed. Failure to submit certification or failure to make the required corrections, shall be cause to issue a Notice of Violation and/or Stop-Work Order for the project.
- (d) The Floodplain Administrator shall make **periodic inspections** of projects during construction throughout the SFHAs within the jurisdiction of the community to ensure that the work is being done according to the provisions of this Ordinance and the terms of the Floodplain Development Permit. Members of the inspections/engineering department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of Lauderdale County during normal business hours of the community for the purposes of inspection or other enforcement action.
- (e) The Floodplain Administrator may **revoke and require the return of the Floodplain Development Permit** by notifying the permit holder in writing stating the reason(s) for the revocation. Floodplain Development Permits shall be revoked

for any departure from the approved application, plans, and specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any Floodplain Development Permit mistakenly issued in violation of an applicable State or local law may also be revoked.

(3) Finished Construction

Upon completion of construction, a FEMA elevation certificate (FEMA Form 81-31 or equivalent), which depicts all finished construction elevations, must be submitted to the Floodplain Administrator prior to issuance of a Certificate of Compliance Letter.

- (a) If the project includes a floodproofing measure, a FEMA floodproofing certificate must be submitted by the Floodplain Development Permit holder to the Floodplain Administrator.
- (b) The Floodplain Administrator shall review the certificate(s) and the data submitted. Deficiencies detected by such review shall be corrected by the Floodplain Development Permit holder immediately and prior to Certificate of Compliance/ Letter issuance.
- (c) In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance Letter.
- (d) Documentation regarding completion of and compliance with the requirements stated in the Floodplain Development Permit application and with Article 3, Section B(1) of this Ordinance shall be provided to the local Floodplain Administrator at the completion of construction or records shall be maintained throughout the Construction Stage by inspectors for the Floodplain Administrator. Failure to provide the required documentation shall be cause to withhold the issuance of a Certificate of Compliance Letter.

(4) Retention of Records

All records that pertain to the administration of this Ordinance shall be maintained in perpetuity as a part of the development's Floodplain Development Permit File and made available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended.

**SECTION C**                    **DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR**

The Floodplain Administrator and his/her designated staff is hereby authorized and directed to enforce the provisions of this Ordinance. The Floodplain Administrator is further authorized to render interpretations of this Ordinance, which are consistent with its spirit and purpose. Duties of the Floodplain Administrator shall include, but shall not be limited to:

- (1) Require Floodplain Development Permits for all proposed construction or other development in the community, including the placement of manufactured homes, so that it may be determined whether such construction or other development is proposed within flood-prone areas. Take reasonable measures to ensure the public is aware that Floodplain Development Permits are required for development in SFHAs.
- (2) Conduct inspections at least once per quarter of the community's SFHAs to identify any unpermitted development and issue Stop Work Orders and Notice of Violations for any such development. Any unpermitted structure or non-structural development in the SFHA will be considered a violation until such time that the violation has been remedied.
- (3) Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1344. Maintain such permits permanently with Floodplain Development Permit File.
- (4) Review all Floodplain Development Permit applications of proposed development, to determine whether the proposed construction or other development will be reasonably safe from flooding and to assure compliance with this Ordinance.
  - (a) If the provisions of this Ordinance have been met, approve the permit application.
  - (b) If the provisions of this Ordinance have not been met, request that either corrections and accurate completion of the application be made or disapprove the permit application.
- (5) When BFE data or floodway data have not been provided in accordance with Article 2, Section B then the Floodplain Administrator shall obtain, review and reasonably utilize any BFE and floodway data available from a Federal, State, or other sources in order to administer the provisions of Article 4.
- (6) Verify and record the actual elevation of the lowest floor, in relation to mean sea level (or highest adjacent grade), including basement, of all new construction or substantially improved residential structures in accordance with Article 3, Section B(2).
  - (a) Review elevation certificates and require incomplete or incorrect certificates to be corrected and resubmitted for approval.
  - (b) A post-construction elevation certificate is required to be kept with the Floodplain Development Permit file and Certificate of Compliance Letter in perpetuity; a pre-construction elevation certificate can be used to ensure the correct elevation for the lowest floor and machinery along with the correct number of vents that will be used.
- (7) Verify and record the actual elevation, in relation to mean sea level to which any new or substantially improved non-residential structures have been elevated or floodproofed, in accordance with Article 3, Section B, or Article 4, Sections B(2) and E(2).

- (8) When floodproofing is utilized for a non-residential structure, the Floodplain Administrator shall obtain certification of design criteria from a professional engineer, licensed to practice in the State of Alabama, or licensed architect, registered to practice in the State of Alabama, in accordance with Article 3, Section B(1) and Article 4, Section B(2) or E(2).
- (9) Notify adjacent communities and the Alabama Department of Environmental Management and the appropriate district office of the U.S. Army Corps of Engineers prior to any alteration or relocation of a watercourse. Submit evidence of such notification to FEMA and the NFIP State Coordinator's Office (Alabama Department of Economic and Community Affairs, Office of Water Resources).
- (10) For any altered or relocated watercourse, submit engineering data/analysis within six (6) months after completion of the project to FEMA and State to ensure accuracy of community flood maps through the Letter of Map Revision process. Assure flood carrying capacity of any altered or relocated watercourse is maintained following completion of the project.
- (11) Where interpretation is needed as to the exact location of boundaries of the SFHA (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the Floodplain Administrator shall make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Ordinance.
- (12) All records pertaining to the provisions of this Ordinance shall be maintained, in perpetuity, at the office of the Floodplain Administrator and shall be available for public inspection when requested.
- (13) For **any** improvements made to **existing construction** located in the SFHA (as established in Article 2, Section B) ensure that a Floodplain Development Permit is obtained. If the property owner (or builder) fails to obtain a floodplain development permit, it is incumbent upon the Floodplain Administrator (when the delinquency is discovered) to issue a stop work order and Notice of Violation (as established in Article 2, Section H) to the owner (or builder) until such time as one has been applied for and issued. The property owner will be responsible to remedy any violation resulting from work done prior to issuance of a permit before the Floodplain Administrator withdraws the stop work order and the improvements are permitted to proceed. Also, **conduct Substantial Improvement (SI)** (as defined in Article 6 of this Ordinance) **reviews and analysis of all structural Floodplain Development Permit applications**. Require that all mitigation measures necessary as part of the SI requirements be included in the Floodplain Development Permit. Maintain a record of the SI calculations and comments within the Floodplain Development Permit File in accordance with Section B(4) of this Article.
- (14) For **any residential and nonresidential structures** located in the SFHAs that are damaged from any source, natural hazard or man-made, **conduct Substantial Damage (SD)** (as defined in Article 6 of this Ordinance) **assessments**.

- (a) The Floodplain Administrator shall ensure that Floodplain Development Permits are obtained, in accordance with this Ordinance, prior to any repairs commencing.
- (b) The Floodplain Administrator should follow the procedures in its **Community Substantial Damage Management Plan** to help enable Lauderdale County to adequately manage the SI/SD determination process and the permitting and inspections for repairs during a post-disaster recovery.
- (c) Make SD determinations **whenever structures within the SFHA area are damaged** by any cause or origin. SD determinations shall not be waived to expedite the rebuilding process during a post-disaster recovery or for any other reason.
- (d) If the community has a large number of buildings in their SFHA that have been damaged, they should decide in advance how best to handle permitting and inspecting damaged buildings for substantial damage determinations.
- (e) If required, a **moratorium may be placed on all non-disaster** related construction permits until the community has sufficiently completed its SD determinations.
- (f) The SD determinations should be performed immediately after the damage-causing event or other cause of damage.
- (g) The community shall utilize **methods and tools** for collecting building data and performing analyses that will provide **reasonable and defensible SD determinations**. Those tools shall be capable of generating reports for record-keeping purposes and to provide to the applicable property owners if requested.
- (h) Maintain a record of the SD calculations within Floodplain Development Permit Files in accordance with Section B(4) of this Article.
- (i) If the SD determination finds that the extent that the **cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value** of the structure before the damage occurred, the Floodplain Administrator shall:
  - i. Coordinate with the property owner and issue a letter to convey the SD determination.
  - ii. Determine if the damage was caused by flooding and include the cause in the letter to the property owner. Also, include whether or not the structure qualifies as a repetitive loss structure per the definitions in Article 6 of this Ordinance. The information can be used to determine if the claim is eligible for an Increased Cost of Compliance claim.
  - iii. Coordinate with property owners and insurance companies for any NFIP claims.
  - iv. If the repairs are to proceed, coordinate with the permit applicant to ensure a permit is obtained and inspections are conducted to ensure that all applicable provisions of this Ordinance are adhered to without exception or waiver.
- (j) A structure qualifies as a **repetitively damaged structure** (synonymous to repetitive loss property) if it's determined to have been damaged by flooding two or more times within a 10-year period where the cost of repairing the flood damage, on average, equaled or exceeded 25 percent of its market value at the time of each flood event. All of the provisions of Article 3, Section C(13) for substantial damages shall

apply to any repetitively damaged structure, whether it is covered by NFIP flood insurance or not.

If the structure is located within a SFHA and NFIP flood insurance claims were paid for each of the two flood losses then the structure is eligible for an Increased Cost of Compliance (ICC) claim. The following procedures shall be performed by the community to track repetitive losses and provide documentation necessary for an ICC claim:

- i. Maintain Floodplain Development Permit records of all reconstruction and repairs for flood damages;
  - i. Record the date of repairs for a particular building so that the repair history can be checked before the next permit is issued;
  - ii. Record the flood-related cost to repair the building and the market value of the building before the damage occurred for each flood event; and
  - iii. Issue a letter of Notice of Determination to the owner of the structure.
- (k) Ensure that phased improvements and incremental repairs do not circumvent the SI/SD requirements.
- (l) Ensure that any combinations of elective improvements being made in addition to the necessary repairs to damages are included in making the SI/SD determination.
- (m) An applicant for a permit may appeal a decision, order, or determination that was made by the local official for the following:
- i. The local official's finding or determination that the proposed work constituting a SI/SD were based on insufficient information, errors, or repair/improvement costs that should be included and/or excluded;
  - ii. The local official's finding or determination that the proposed work constituting a SI/SD were based on inappropriate valuations of costs for the proposed work, or an inappropriate method to determine the market value of the building.
- (n) It is not appropriate for a permit applicant to seek an appeal who wishes to build in a manner that is contrary to the regulations and codes included in this ordinance. In those cases, the applicant should seek a variance.
- (o) Ensure that any building located in a floodway that constitutes a SI/SD has an engineering analysis performed in accordance with Article 4, Section C(2). If that analysis indicates any increase in the BFE, the local official must not allow the proposed work unless the structure is brought into full compliance with this Ordinance.
- (15) **Coordinate with insurance adjusters** prior to permitting any proposed work to bring any flood-damaged structure covered by a standard flood insurance policy into compliance (either substantially damaged structures or repetitive loss structures) **to ensure eligibility for ICC funds.**
- (16) Right of Entry

- (a) After the Certificate of Compliance Letter has been issued for a building and the Floodplain Administrator observes or has reasonable cause to believe that renovations or retrofits have been made to the building, structure, or premises located in a SFHA that appear to be in violation of any provisions of this Ordinance, he/she shall have the right to seek entry into that building as described in (b) to (e) below.
- (b) Whenever it becomes necessary to make an inspection to enforce any of the provisions of this Ordinance, the Floodplain Administrator may enter such building, structure or premises at all reasonable times (normal business hours for the community) to inspect the same or perform any duty imposed upon the Floodplain Administrator by this Ordinance.
- (c) If such building or premises are occupied, the Floodplain Administrator shall first present proper credentials and request entry. If such building, structure, or premises are unoccupied, he/she shall first make a reasonable effort to locate the owner or other persons having charge or control of such building or premises prior to entry.
- (d) If entry is refused or owner cannot be located, the Floodplain Administrator shall have recourse to every remedy provided by law to secure the right of entry of the building, structure, or premises.
- (e) When the Floodplain Administrator 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, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Floodplain Administrator for the purpose of inspection and examination pursuant to this Ordinance.



**ARTICLE 4**  
**PROVISIONS FOR FLOOD HAZARD REDUCTION**

**SECTION A           GENERAL STANDARDS**

In ALL SFHAs and flood-prone areas regulated by Lauderdale County, the following provisions are required for **all proposed development** including new construction and **substantial improvements**:

- (1) Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including but, not limited to Section 404 of the Federal Water Pollution Control Act Amendments (1972, 33 U.S.C. 1344) and the Endangered Species Act (1973, 16 U.S.C. 1531-1544). Maintain such permits permanently with the Floodplain Development Permit File.
- (2) New construction and substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- (3) New construction and substantial improvements shall be constructed with materials resistant to flood damage below the BFE.
- (4) New construction and substantial improvements shall be constructed by methods and practices that minimize flood damages.
- (5) New construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- (6) Review subdivision proposals and other proposed development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding. If a subdivision proposal or other proposed development is in a SFHA, any such proposals shall be reviewed to assure that:
  - (a) They are consistent with the need to minimize flood damage within the SFHA,
  - (b) All public utilities and facilities, such as sewer, gas, electrical and water systems are located and constructed to minimize or eliminate flood damage,
  - (c) All new and replacement water supply systems are to be designed to minimize or eliminate infiltration of flood waters into the systems,
  - (d) All new and replacement sanitary sewage systems are to be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters,

- (e) Onsite waste disposal systems are to be located to avoid impairment to them or contamination from them during flooding, and
  - (f) Adequate drainage provided to reduce exposure to flood hazards.
- (7) Manufactured homes shall be installed using methods and practices which minimize flood damage. They must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not to be limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local requirements for resisting wind forces.
  - (8) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the systems.
  - (9) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
  - (10) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
  - (11) Any alteration, repair, reconstruction or improvement to new construction and substantial improvements which is not compliant with the provisions of this Ordinance, shall be undertaken only if the non-conformity is not furthered, extended or replaced.
  - (12) Proposed new construction and substantial improvements that are partially located in a SFHA shall have the entire structure meet the standards of this Ordinance for new construction.
  - (13) Where new construction and substantial improvements located in multiple SFHAs or in a SFHA with multiple BFEs, the entire structure shall meet the standards for the most hazardous SFHA and the highest BFE.

## **SECTION B            SPECIFIC TECHNICAL STANDARDS**

In ALL Special Flood Hazard Areas designated as A, AE, AH (with engineered or estimated BFE), the following provisions are required:

- (1) Residential and Non-Residential Structures - Where BFE data is available, new construction and substantial improvement of any structure or manufactured home shall have the lowest floor, including basement, elevated no lower than **one (1) foot above the base flood elevation (also referred to as the design flood elevation)**. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section B(3).

- (2) Non-Residential Structures - New construction and substantial improvement of any non-residential structure located in AE or AH zones, may be floodproofed (dry) in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be watertight to at least **one (1) foot above the base flood elevation (herein after referred to as the design flood elevation)**, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy.
- (a) A professional engineer, who is licensed to practice in the State of Alabama, or licensed architect, who is registered to practice in the State of Alabama, shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with the standards in ASCE-24 (for dry floodproofing) or other compatible standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and in Article 3, Section C(6).
  - (b) A record of such certificates, which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed, shall be maintained with the official permitting records for the structure and kept in perpetuity.
  - (c) Any non-residential functionally dependent structure (as defined in Article 6) that cannot meet the standards stated in Section B(2)(a) shall require a variance to be issued in accordance with Article 5, Section C(3) and D(1).
- (3) Enclosures for Elevated Buildings - All new construction and substantial improvements of existing structures (residential and non-residential) that include **ANY fully enclosed area** below the BFE, located below the lowest floor formed by the foundation and other exterior walls shall be designed so as to be an unfinished or flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of flood waters.
- (a) Designs for complying with this requirement must either be certified by a professional engineer, who is licensed to practice in the State of Alabama, or a licensed architect, registered to practice in the State of Alabama, or meet the following minimum criteria:
    - (i) Provide a minimum of two openings for each enclosed area having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding (if a structure has more than one enclosed area below the BFE, each shall have openings on exterior walls);
    - (ii) Openings shall be in at least two walls of each enclosed area (includes areas separated by interior walls);
    - (iii) The bottom of all openings shall be no higher than one foot above grade;
    - (iv) Openings may be equipped with screens, louvers, valves and other coverings or devices provided that they permit the automatic entry and exit of floodwaters in both directions without impeding or blocking flow and shall be accounted for in determination of the net open area; and

- (v) Openings meeting the requirements of (3)(a)(i) – (iv) that are installed in doors are permitted.
  - (b) So as not to violate the "Lowest Floor" criteria of this Ordinance, the unfinished or flood resistant enclosure shall only be used for parking of vehicles, limited storage, or access to the elevated area.
  - (c) The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.
  - (d) All interior walls, ceilings and floors below the BFE shall be unfinished and/or constructed of flood damage-resistant materials. This practice is also referred to as "wet floodproofing." The definitions for "flood damage-resistant materials" and "wet floodproofing" are included in Article 6.
  - (e) Mechanical, electrical, or plumbing devices shall be installed not less than one foot above the BFE. The interior portion of such enclosed area(s) shall be void of utilities except for essential lighting and power, as required, that are watertight or have otherwise been floodproofed.
- (4) Standards for Manufactured Homes and Recreational Vehicles Where Base Flood Elevation Data is Available.
- (a) Require that all manufactured homes placed or substantially improved:
    - (i) Outside of a manufactured home park or subdivision,
    - (ii) In a new or substantially improved manufactured home park or subdivision,
    - (iii) In an expansion to an existing manufactured home park or subdivision, or
    - (iv) In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated one foot or more above the BFE and be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.
  - (b) Require that all manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision that are **not** subject to the provisions of Subsection (4)(a) be elevated so that either:
    - (i) The lowest floor of the manufactured home is one foot or more above the BFE;  
OR
    - (ii) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above the highest adjacent grade and be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.
    - (iii) Concrete block piers (and other foundation systems) are to be designed in accordance with the Code of Federal Regulations Title 24, Part 3285 and with the specifications in *FEMA P-85: Protecting Manufactured Homes from Floods and Other Hazards – A Multi-Hazard Foundation and Installation Guide*. The §3285.306 *Design procedures for concrete block piers* and *FEMA*

P-85 (Table SP-1.1), specify that the maximum allowable pier height (measured from top of grade) for concrete piers to be five (5) feet.

- (iv) The chassis and its supporting equipment are to be above the pier or other foundation. The areas below the chassis must be constructed with flood-resistant materials. All utilities and mechanical equipment must be elevated to a minimum of three (3) feet above the highest adjacent grade. Any utility and mechanical components that must be below the BFE must be made watertight to that same elevation to meet the standards in Article 4, Section A(5).
- (c) Require that all recreational vehicles placed on sites must either:
  - (i) Be on the site for fewer than 180 consecutive days,
  - (ii) Be fully licensed and ready for highway use on its wheels or jacking system,
  - (iii) Be attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached structures or additions; OR
  - (iv) Must meet all the requirements for "New Construction," including the anchoring and elevation requirements of Article 4, Section B, provisions (4)(a) and (4)(b).
- (5) Standards for Manufactured Homes Where No Base Flood Elevation Exists.
  - (a) Require that all manufactured homes to be placed within a Zone A area on the FIRM shall be installed using methods and practices which minimize flood damage.
  - (b) Manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not to be limited to, use of over-the-top or frame ties to ground anchors.
  - (c) The manufactured home chassis must be supported by reinforced piers or other foundation elements of at least equivalent strength such that the bottom of the chassis and its supporting equipment be no less than 36 inches and up to a maximum 60 inches (five feet) above the highest adjacent grade and be securely anchored to an adequately anchored foundation system.
  - (d) The areas below the chassis must be constructed with flood-resistant materials. All utilities and mechanical equipment must be elevated to a minimum of 3 feet above the highest adjacent grade. Any utility and mechanical components that must be below the BFE must be made watertight to that same elevation to meet the standards in Article 4, Section A(5).
- (6) Require, until a regulatory floodway is designated, that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A and AE on Lauderdale County's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than **one foot** at any point within the community.
- (7) Accessory and Agricultural Structures – When an accessory structure meets the requirements outlined below, these structures may be wet-floodproofed and do not have to be elevated to one foot above the BFE as required in Article 4, Section B(1).

A Floodplain Development Permit shall be required prior to construction or installation of any accessory structures and any agricultural structures built below the DFE and the following provisions apply:

- (a) Must be adequately anchored to prevent flotation, collapse, or lateral movement;
- (b) Must be designed with an unfinished interior and constructed with flood damage-resistant materials below the DFE as described in Article 4, Section B(3);
- (c) Must have adequate flood openings as described in Article 4, Section B(3);
- (d) Must be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;
- (e) Must comply with the requirements for development in floodways in accordance with Article 4, Section C;
- (f) Must elevate any mechanical and other utility equipment in or servicing the structure to or above the DFE or must be floodproofed in accordance with Article 4, Section A;
- (g) Prohibit storage of any hazardous or toxic materials below the DFE.
- (h) Floodplain Development Permits for small accessory structures may be issued to provide wet floodproofing measures in accordance with the standards described in subsections (i) through (iv) below without requiring a variance. Before issuing permits for small accessory structures, the Floodplain Administrator must verify:
  - (i) Use is limited to parking of vehicles or storage;
  - (ii) Size is less than or equal to a one-story, two-car garage for all A zones;
  - (iii) Structures are a minimal investment and have a low damage potential with respect to the structure and contents;
  - (iv) Structures will not be used for human habitation;
  - (v) Structures comply with the wet floodproofing requirements in Article 4, Section B(3).
- (i) Floodplain Development Permits for accessory structures larger than the size allowed for in subsection (7)(h) above, shall require a variance to be granted on a case-by-case basis in accordance with Article 7, Section D(3). Variances shall not be granted for entire subdivisions for accessory structures.
- (j) Floodplain Development Permits for new construction of all agricultural structures shall require a variance to be granted on a case-by-case basis in accordance with Article 7, Section D(4).

(8) Underground and Aboveground Storage (Liquid and Gas) Tanks - Tanks and tank inlets, fill openings, outlets, and vents that are located below the DFE shall be designed, constructed, installed, and anchored to resist all flood-related loads (flotation, collapse, or lateral movement resulting from hydrostatic and hydrodynamic forces) and any other loads, including the effects of buoyancy, during flooding up to and including the 100-year flood and without release of contents into floodwaters or infiltration of floodwaters into the tanks.

- (a) A Floodplain Development Permit shall be required prior to construction or installation of any underground and aboveground tanks (including their foundation and support systems) located within a special flood hazard area.

- (b) Loads on underground tanks and aboveground tanks exposed to flooding shall be determined assuming at least 1.3 times the potential buoyant and other flood forces acting on the empty tank.
  - (c) Tanks and associated piping shall be installed to resist local scour and erosion during the 100-year flood.
  - (d) Aboveground tanks located in Zone A/AE flood hazard areas shall be either:
    - (i) Elevated to or above the DFE on platforms or structural fill,
    - (ii) Elevated to or above the DFE where attached to structures and the foundation system supporting the structures shall be designed to accommodate any increased loads resulting from the attached tanks,
    - (iii) Permitted below the DFE where the tank and its foundation are designed to resist all flood-related loads including floating debris, or
    - (iv) Permitted below the DFE where the tank and its foundation are designed to resist flood loads and are located inside a barrier designed to protect the tank from floating debris.
  - (e) Aboveground tanks located in areas designated as Zone V/VE, Coastal A-Zones, and other high risk flood hazard areas (see ASCE 24-14) shall be elevated to or above the DFE on platforms that conform to the foundation requirements of ASCE 24-14, Section 4.5. Aboveground tanks shall not be permitted to be located under elevated structures or **attached to structures at elevations below one foot above the DFE** in these areas.
  - (f) Underground tanks located in areas designated as Zone V/VE, Coastal A-Zones, and other high risk flood hazard areas (see ASCE 24-14) shall have the determination of flood-related loads take into consideration the eroded ground elevation.
  - (g) Tank inlets, fill openings, outlets, and vents shall be:
    - (i) At or above the DFE or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the 100-year flood.
    - (ii) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the 100-year flood.
- (9) Structures and Sites for the Storage or Production of Hazardous Substances – Require that all outdoor storage sites, new construction and substantial improvements to be used for the production or storage of hazard substances (as defined in Article 7) which are located in the special flood hazard area shall be built in accordance with all applicable standards in this Ordinance in addition to the following requirements:
- (a) No structures containing hazardous substances shall be permitted for construction in a floodway;
  - (b) Residential structures shall have the area in which the hazard substances are to be stored elevated or dry floodproofed a minimum of two (2) feet above the BFE;
  - (c) Non-residential structures shall be permitted to be built below the BFE in accordance with Article 4, Section B(2) such that the area where the hazard substance production or storage is located will be:

- (i) elevated or designed and constructed to remain completely dry to at least two (2) feet above the BFE, and
  - (ii) designed to prevent pollution from the storage containers, structure, or activity during the course of the base flood.
- (d) Any solid, liquid, or gas storage containers of hazardous substances and any associated mechanical, electrical, and conveyance equipment shall be watertight and shall be properly anchored and protected from the hydrostatic and hydrodynamic forces of flood waters and debris carried by the base flood.
- (10) Construction of Fences - New and replacement fences may be allowed in flood hazard areas if they do not act as a flow boundary and redirect the direction of flow, collect flood debris and cause blockages, cause localized increases in flood levels, or if damaged, become debris that may cause damage to other structures.

## SECTION C FLOODWAYS

Located within Special Flood Hazard Areas established in Article 2, Section B, are areas designated as floodway. A floodway may be an extremely hazardous area due to velocity floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights. Therefore, the following provisions shall apply:

- (1) The community shall select and adopt a regulatory floodway based on the principle that the area chosen for the regulatory floodway must be designed to carry the waters of the base flood, without increasing the water surface elevation of that flood more than one foot at any point;
- (2) Encroachments, including fill, new construction, substantial improvements or other development are prohibited within the adopted regulatory floodway unless it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment **would not result in any increase** in BFEs during the occurrence of the base flood discharge. A registered professional engineer must provide supporting technical data and certification (No-Rise Certificate) to FEMA for the proposed floodway encroachment. The No-Rise Certificate must be submitted to the Floodplain Administrator with the Floodplain Development Permit application (including a Site Plan showing the current and proposed floodway alignment) for approval.
- (3) **ONLY** if Article 4, Section C, provisions (1) and (2) are satisfied, then any new construction or substantial improvement in a floodway shall comply with all other applicable flood hazard reduction provisions of Article 4. After satisfying the required provisions stated in this section, encroachments in floodways should be limited to the following types of projects:
  - (a) flood control and stormwater management structures;
  - (b) road improvements and repairs;



- (c) utility easements/rights-of-way; and
  - (d) public improvements or public structures for bridging over the floodway.
- (4) Fencing shall be prohibited in floodways unless it is demonstrated that such development will not cause any increase in the BFE. Appropriate analysis and documentation shall be submitted along with the Floodplain Development Permit application for review and approval. Fences that have the potential to block or restrict the passage of floodwaters (by trapping debris or with openings too small to allow unhindered passage of water), such as stockade and wire mesh fences, shall meet the requirements of Article 4, Section C(2).

**SECTION D BUILDING STANDARDS FOR STREAMS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS (APPROXIMATE A-ZONES)**

Located within the SFHAs established in Article 2, Section B, where streams exist but no base flood data have been provided (Approximate A-Zones), the following provisions apply:

- (1) BFE data shall be provided for new subdivision proposals and other proposed development (including manufactured home parks and subdivisions) greater than fifty (50) lots or five (5) acres, whichever is the lesser.
- (2) When BFE data or floodway data have not been provided in accordance with Article 2, Section B then the Floodplain Administrator shall obtain, review, and reasonably utilize any scientific or historic BFE and floodway data available from a Federal, State, or other source, in order to administer the provisions of Article 4. ONLY if data are not available from these sources, then Article 4, Section D, provisions (4) and (5) shall apply.
- (3) All development in Zone A must meet the requirements of Article 4, Section A and Sections B(1), B(2), B(3), B(5), B(6), B(7), B(8), B(9), and B(10).
- (4) In SFHAs without BFE data, new construction and substantial improvements of existing structures shall have the lowest floor (for the lowest enclosed area; including basement) elevated no less than three (3) feet above the highest adjacent grade. As the requirements set forth in Article 4, Section B(1) and B(2) stipulate the lowest floor to be elevated no less than one foot about the BFE, then the structure for this condition shall be elevated no less than four (4) feet about the highest adjacent grade.
- (5) In the absence of a BFE, a manufactured home must also meet the elevation requirements of Article 4, Section B(4)(b)(ii) – B(4)(b)(iv) in that the structure cannot be elevated above a maximum of 60 inches (5 feet) and all utilities and mechanical equipment must be elevated a minimum of three (3) feet above the highest adjacent grade.

- (6) Enclosures for elevated buildings in Zone A areas shall comply with the standards of Article 4, Section B(3)(a). The Floodplain Administrator shall certify the lowest floor elevation level and the record shall become a permanent part of the Flood Development Permit File.
- (7) No encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or twenty-five feet, whichever is greater, measured from the top of the stream bank, unless certification by a registered professional engineer is provided demonstrating that such encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge.

## SECTION E            STANDARDS FOR AREAS OF SHALLOW FLOODING (AO ZONES)

Special flood hazard areas established in Article 2, Section B may include designated "AO" shallow flooding areas. These areas have base flood depths of one to three feet (1'-3') above ground, with no clearly defined channel. The following provisions apply:

- (1) All new construction and substantial improvements of residential and nonresidential structures shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM) plus one foot of freeboard. **If no depth number is specified, the lowest floor (including basement) shall be elevated at least three (3) feet above the highest adjacent grade.** Openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section B(3).

The Floodplain Administrator shall certify the lowest floor elevation level and the record shall become a permanent part of the Flood Development Permit File.

- (2) New construction and the substantial improvement of a **non-residential structure** may be floodproofed in lieu of elevation. The **structure, together with attendant utility and sanitary facilities, must be designed to be watertight to the specified flood level** in Article 4, Section E(1) or three (3) feet (if no depth number is specified), above highest adjacent grade, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. As the requirements set forth in Article 4, Section B(1) and B(2) stipulate the lowest floor to be elevated no less than one foot about the BFE, then the structure for this condition shall be elevated no less than four (4) feet about the highest adjacent grade.

A professional engineer, who is licensed to practice in the State of Alabama, or licensed architect, who is registered in the State of Alabama, shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above and shall provide such certification to the official as set forth above and as required in Article 3, Section B(1) and (2).

- (3) Drainage paths shall be provided to guide floodwater around and away from any proposed structure.

## SECTION F

## STANDARDS FOR SUBDIVISIONS AND OTHER DEVELOPMENT

All subdivision proposals and other proposed development (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, shall include within the drawings, plans, and permits for such proposals the following:

- (1) BFE data;
- (2) Provisions to minimize flood damage;
- (3) Public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
- (4) Adequate drainage provided to reduce exposure to flood hazards without negatively impacting adjacent properties;
- (5) **Preliminary plans** for review and approval of the platted subdivision which identifies the Special Flood Hazard Area, floodway boundaries, the BFE, and other areas regulated by the community;
- (6) **Final subdivision plats** that identify the boundary of the special flood hazard area, the floodway boundary, the BFEs, and any drainage easements to reduce the risk for flash flooding.

**ARTICLE 5**  
**VARIANCE PROCEDURES**

**SECTION A.           DESIGNATION OF VARIANCE AND APPEALS BOARD**

The Floodplain Review Board as established by the County Commission of Lauderdale County shall hear and decide requests for appeals or variance from the requirements of this Ordinance.

**SECTION B.           DUTIES OF BOARD**

The Board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the Floodplain Administrator in the enforcement or administration of this Ordinance. Any person aggrieved by the decision of the Floodplain Review Board may appeal such decision to the Lauderdale County District Court, as provided in Section 11-19-20 Code of Alabama 1975.

**SECTION C.           CONDITIONS FOR VARIANCES**

The provisions of this Ordinance are minimum standards for flood loss reduction, therefore any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

- (1) A variance may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size, contiguous to and surrounded by lots with existing structures constructed below the base flood level, in conformance with the procedures of Sections C(3), C(4), F(1) and F(2) of this Article.
- (2) In the instance of a Historic Structure, a determination is required that the variance is the minimum necessary so as not to destroy the historic character and design of the building.
- (3) A variance shall be issued ONLY when there is:
  - (a) A finding of good and sufficient cause;
  - (b) A determination that failure to grant the variance would result in exceptional hardship (cannot be personal physical or financial hardship); and
  - (c) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- (4) A variance shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

- (5) Variances shall not be issued “after the fact.”

#### **SECTION D. VARIANCE PROCEDURES**

In reviewing requests for variance, the Floodplain Review Board shall consider all technical evaluations, relevant factors, and standards specified in other sections of this Ordinance, and:

- (1) Certain facilities and structures must be located on or adjacent to water in order to perform their intended purpose which may result in practical and operational difficulties due to the physical characteristics of the property. Variances may be issued for development necessary for conducting of a functionally dependent use, provided the criteria of this Article are met, no reasonable alternative exists, the development is protected by methods that minimize flood damage during the base flood, and it creates no additional threats to public safety.
- (2) Variances shall not be issued within any designated floodway if ANY increase in flood levels during the base flood discharge would result.
- (3) Variances may be issued for the construction or substantial improvement of accessory structures provided it has been determined that the proposed structure:
  - (a) Represents minimal investment and has low damage potential (amount of physical damage, contents damage, and loss of function).
  - (b) Is larger than the size limits specified in Article 4, Section B(7)(i).
  - (c) Complies with the wet floodproofing construction requirements of Article 4, Section (B)(3).
- (4) Variances may be issued for the construction or substantial improvement of agricultural structures provided it has been determined that the proposed structure:
  - (a) Is used exclusively in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, or storage of tools or equipment used in connection with these purposes or uses, and will be restricted to such exclusive uses.
  - (b) Has low damage potential (amount of physical damage, contents damage, and loss of function).
  - (c) Does not increase risks and pose a danger to public health, safety, and welfare if flooded and contents are released, including but not limited to the effects of flooding on manure storage, livestock confinement operations, liquified natural gas terminals, and production and storage of highly volatile, toxic, or water-reactive materials.
  - (d) Is an aquaculture structure that is dependent on proximity to water if located in a coastal high-hazard area (Zones V, VE, V1 30, and VO).
  - (e) Complies with the wet floodproofing construction requirements of Article 4, Section (B)(3).

- (5) The evaluation must be based on the characteristics unique to that property and not be shared by adjacent parcels. The characteristics must pertain to the land itself, not to the structure, its inhabitants, or its owners.
- (6) Variances should never be granted for multiple lots, phases of subdivisions, or entire subdivisions.
- (7) Careful consideration and evaluation should be given to the following factors:
  - (a) The danger of life and property due to flooding or erosion damage including materials that may be swept onto other lands to the injury of others.
  - (b) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner and the community.
  - (c) The safety of access to the property during flood conditions for daily traffic and emergency vehicles.
  - (d) The importance of the services provided by the proposed facility to the community.
  - (e) The necessity of the facility to be at a waterfront location, where applicable.
  - (f) The compatibility of the proposed use with existing and anticipated development based on the community's comprehensive plan for that area.
  - (g) If applicable, the expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action expected at the site.
  - (h) The costs associated with providing governmental services to the development during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and community infrastructure such as streets, bridges, and culverts.

Upon consideration of factors listed above, and the purpose of this Ordinance, the Floodplain Review Board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this Ordinance.

**SECTION E. VARIANCES FOR HISTORIC STRUCTURES**

Variances may be issued for the repair or rehabilitation of Historic Structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a Historic Structure and the variance is the minimum to preserve the historic character and design of the structure.

**SECTION F. VARIANCE NOTIFICATION AND RECORDS**

- (1) Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that specifies the difference between the BFE and the elevation of the proposed lowest floor and stating that the issuance of such a variance could:
  - (a) result in flood insurance rate increases in the hundreds and possibly thousands of dollars annually depending on structure and site-specific conditions; and

- (b) increase the risk to life and property resulting from construction below the base flood level.
- (2) The Floodplain Administrator shall maintain a record of all variance actions and appeal actions, including justification for their issuance. Report any variances to the Federal Emergency Management Agency Region 4 and the Alabama Department of Economic and Community Affairs/Office of Water Resources upon request.
- (3) A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the County Administrator and shall be recorded in a manner so that it appears in the chain of title (i.e., deed) of the affected parcel of land.

**ARTICLE 6**  
**DEFINITIONS**

Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this Ordinance its most reasonable application.

**A Zone** means the special flood hazard areas on a FIRM without base flood elevations determined.

**Administrator** means the Administrator of the Federal Emergency Management Agency (FEMA).

**Accessory Structure (also referred to as Appurtenant Structures)** means a structure which is located on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure. Detached garages and small sheds used for limited storage are considered accessory structures. Other examples of accessory structures include gazebos, picnic pavilions, boathouses, small pole barns, storage sheds, and similar buildings. An accessory structure specifically excludes structures used for human habitation.

**Addition (to an Existing Building)** means any improvement that increases the square footage of a structure. These include lateral additions added to the front, side, or rear of a structure, vertical additions added on top of a structure, and enclosures added underneath a structure. NFIP regulations for new construction apply to any addition that is considered a substantial improvement to a structure.

**AE Zone** means the special flood hazard areas on a FIRM with base flood elevations determined.

**Agricultural Structure** means a walled and roofed structure used exclusively for agricultural purposes or uses in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, including aquatic organisms. Aquaculture structures are included within this definition. Structures that house tools or equipment used in connection with these purposes or uses are also considered to have agricultural purposes or uses.

**AH Zone** means area of special food hazards on a FIRM having shallow water depths and/or unpredictable flow paths between one (1) and three (3) feet, and with water surface elevations determined.

**AO Zone** means an area of special flood hazards on a FIRM having shallow water depths and /or unpredictable flow paths between one (1) and three (3) feet.

**Appeal** means a request for a review of the Floodplain Review Board's interpretation of any provision of this Ordinance.

**Appurtenant Structure** (see definition for **Accessory Structure**)



**Area of Shallow Flooding** means a designated AO, AH, AR/AO, AR/AH or VO zone on a community's FIRM with a 1 percent or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

**Area of Special Flood Hazard** (see definition for **Special Flood Hazard Area**)

**Base Flood** means the flood having a one percent chance of being equaled or exceeded in any given year (also referred to as the “one percent chance flood”).

**Base Flood Elevation (BFE)** means the elevation of surface water resulting from a flood that has a 1% chance of equaling or exceeding that level in any given year. The BFE is shown on the FIRM for zones AE, AH, A1–A30, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO, V1–V30 and VE. It is the regulatory requirement for the elevation of flood proofing of structures. The relationship between the BFE and a structure’s elevation determines the flood insurance premium.

**Basement** means any portion of a building having its floor sub grade (below ground level) on all sides.

**Building** (also see **Structure**) means a structure with two or more outside rigid walls and a fully secured roof that is affixed to a permanent site; a manufactured home or a mobile home without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community’s floodplain management and building ordinances or laws. “Building” does not mean a gas or liquid storage tank or a recreational vehicle, park trailer or other similar vehicle.

**Community** means any State or area or political subdivision thereof, or any Indian tribe or authorized tribal organization, or authorized native organization, which has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction.

**Condominium Building** means a type of building in the form of ownership in which each unit owner has an undivided interest in common elements of the building.

**Critical Facility** (aka, critical action) means facilities or activities for which even a slight chance of flooding is too great a threat. Typical critical facilities include hospitals, fire stations, police stations, storage of critical records, and similar facilities. These facilities should be given special consideration when formulating regulatory alternatives and floodplain management plans. A critical facility should not be located in a floodplain if at all possible.

**Design Flood Elevation (DFE)** means the locally adopted regulatory flood elevation. It is the minimum elevation to which a structure must be elevated or floodproofed. DFE is the sum of the base flood elevation and freeboard, based a building’s structural category. In areas designated as

Zone AO on a community's flood map, the DFE is the elevation of the highest existing grade of a building's perimeter plus the depth number specified on the flood hazard map. In areas designated as Zone AO where a depth is not specified on the map, the depth is two feet. In all cases, the DFE must be at least as high as the base flood elevation.

**Development** means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of equipment or materials.

**Elevated Building** means, for insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, pilings, posts, columns, piers, or shear walls.

**Elevation Certificate** means a FEMA form used as an administrative tool of the NFIP to provide building elevation information necessary to ensure compliance with community floodplain management ordinances, to inform the proper insurance premium, and to support a request for a LOMA, CLOMA, LOMR-F, or CLOMR-F.

**Encroachment** means activities or construction within the floodway including fill, new construction, substantial improvements, and other development.

**Existing Construction** means, for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures." For floodplain management purposes, existing construction means structures for which the start of construction commenced before the effective date of the first floodplain management regulation adopted by Lauderdale County on May 28, 1979.

**Existing Manufactured Home Park or Subdivision** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and final site grading or the pouring of concrete pads) is completed before the effective date of the original floodplain management regulations adopted by Lauderdale County on May 28, 1979.

**Expansion to an Existing Manufactured Home Park or Subdivision** means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.

**Fair Market Value** means the price that the seller is willing to accept and the buyer is to pay on the open market and in an arm's length transaction.

**Flood or Flooding** means:

- a. A general and temporary condition of partial or complete inundation of normally dry land areas from:
  - i. The overflow of inland or tidal waters.
  - ii. The unusual and rapid accumulation or runoff of surface waters from any source.
  - iii. Mudslides which are proximately caused by flooding as described in part “b.” of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually highwater level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph “a” of this definition.

**Flood Damage-Resistant Material** means any building product capable of withstanding direct and prolonged contact with floodwaters without sustaining significant damage. Prolonged contact is defined as at least 72 hours. Significant damage is any damage requiring more than low-cost cosmetic repair (such as painting).

**Flood Elevation Determination** means a determination by the Federal Insurance Administrator of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

**Flood Elevation Study** means an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation, and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

**Flood Insurance Rate Map (FIRM)** means an official map of a community, on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).

**Flood Insurance Study** (see **Flood Elevation Study**)

**Floodplain (or Flood-Prone Area)** means any land area susceptible to being inundated by water from any source (see definition of **Flooding**).

**Floodplain Management** means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

**Floodplain Management Regulations** means this Ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as those for floodplain management, stormwater management, watershed management, grading/earthwork, and erosion control), and other applications of police power. This term describes state or local regulations in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

**Floodproofing** means any combination of structural and nonstructural additions, changes or adjustments to structures, which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitation facilities, structures, and their contents.

**Floodway** (see definition for **Regulatory Floodway**)

**Floodway Fringe (or Flood Fringe)** means the portion of the Special Flood Hazard Area outside of the floodway, which experiences shallower, lower-velocity floodwater than in the floodway. It serves as a temporary floodwater storage area during a flood.

**Floodway Encroachment Lines** mean the lines marking the limits of floodways on Federal, State and local flood plain maps.

**Freeboard** means a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. “Freeboard” tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

**Functionally Dependent Use** means a means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

**Hazardous Substance (or Material)** means any substance or material that, when involved in an accident and released in sufficient quantities, poses a risk to people’s health, safety, and/or property. These substances and materials include explosives, radioactive materials, flammable liquids or solids, combustible liquids or solids, poisons, oxidizers, toxins, and corrosive materials. It includes any substance defined as a hazardous substance pursuant to 42 U.S.C. §9601(14) or listed as a hazardous waste pursuant to the Hazardous Wastes Management Act, Section 22-30-1 et seq. and the regulations promulgated thereunder.

**Highest Adjacent Grade** means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.

**Historic Structure** means any structure that is:

- a. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register:
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district:
- c. Individually listed on a state inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
- d. Individually listed on a local inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
  - i. By an approved state program as determined by the Secretary of the Interior, or
  - ii. Directly by the Secretary of the Interior in states without approved programs.

**Increased Cost of Compliance (ICC)** means a claim under a standard NFIP flood insurance policy, available to flood insurance policyholders who need additional funding to rebuild after a flood. It provides up to \$30,000 to help cover the increased cost of mitigation measures to bring a building into compliance with the latest state or local floodplain management ordinances. Acceptable mitigation measures are elevation, floodproofing, relocation, and demolition, or any combination of these measures.

**Letter of Map Change (LOMC)** is an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, and Flood Insurance Studies. LOMC's are broken down into the following categories:

- a. **Letter of Map Amendment (LOMA)**  
An amendment based on technical data showing that a property was incorrectly included in a designated SFHA, was not elevated by fill (only by a natural grade elevation), and will not be inundated by the one percent chance flood. A LOMA amends the current effective FIRM and establishes that a specific property is not located in a SFHA.
- b. **Letter of Map Revision (LOMR)**  
A revision based on technical data that, usually due to manmade changes, shows changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination concerning whether a structure or parcel has been elevated by fill above the BFE and is, therefore, excluded from the SFHA.
- c. **Conditional Letter of Map Revision (CLOMR)**  
A formal review and comment by FEMA as to whether a proposed project complies with the minimum NFIP floodplain management criteria. A CLOMR does not revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.

**Lowest Adjacent Grade** means the lowest elevation of the natural or regraded ground surface, or structural fill (or concrete slab or pavement), at the location of a structure.

**Lowest Floor** means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of other provisions of this Ordinance. This definition applies even when the floor below ground level is not enclosed by full-height walls.

**Manufactured Home** means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term “manufactured home” does not include a “recreational vehicle”.

**Manufactured Home Park or Subdivision** means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

**Market Value** (see definition for **Fair Market Value**)

**Mean Sea Level** means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

**Mixed Use Building** means a building that has both residential and non-residential uses.

**National Flood Insurance Program (NFIP)** is a federal program created by the United States Congress in 1968 to identify flood-prone areas nationwide and make flood insurance available for properties in participating communities. Communities must enact and enforce floodplain management regulations that meet or exceed the criteria established by FEMA in order to participate in the program. This program requires properties within the floodplain with a federally backed or regulated mortgage, or those that receive federal housing subsidies, to buy flood insurance.

**National Geodetic Vertical Datum (NGVD) of 1929** means a national standard reference datum for elevations, formerly referred to as Mean Sea Level (MSL) of 1929. NGVD 1929 may be used as the reference datum on some Flood Insurance Rate Maps (FIRMs).

**New Construction** means, for the purposes of determining insurance rates, structures for which the “start of construction” commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, new construction means structures for which the start of construction commenced on or after the effective date of the original floodplain

management regulation adopted by Lauderdale County on May 28, 1979 and includes any subsequent improvements to such structures.

An existing building is considered to be new construction if it is substantially improved or once it has been repaired after being substantially damaged/improved.

**New Manufactured Home Park or Subdivision** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after May 28, 1979.

**Non-Residential Building** means, a commercial or mixed-use building where the primary use is commercial or non-habitational.

**Non-residential Property** means either a non-residential building, the contents within a non-residential building, or both.

**North American Vertical Datum (NAVD) of 1988** means the vertical control datum established for vertical control surveying in the United States of America based upon the General Adjustment of the North American Datum of 1988. It replaces the National Geodetic Vertical Datum (NGVD) of 1929. Used by FEMA in many recent Flood Insurance Studies as the basis for measuring flood, ground, and structural elevations.

**Post-FIRM** means, for floodplain management purposes, a post-FIRM building is one for which construction began after the effective date of a community's NFIP-compliant floodplain management ordinance. For the purpose of determining flood insurance rates under the NFIP, a post-FIRM building is a building for which construction began on or after the effective date of an initial Flood Insurance Rate Map or after December 31, 1974, whichever is later, including any subsequent improvements to such structures.

**Pre-FIRM** means, for floodplain management purposes, a building for which the start of construction occurred before the effective date of the community's NFIP-compliant floodplain management ordinance. For the purpose of determining flood insurance rates under the NFIP, a pre-FIRM building is a building for which construction began prior to the effective date of an initial Flood Insurance Rate Map or on or before December 31, 1974, whichever is later.

**Recreational Vehicle** means a vehicle which is:

- a. Built on a single chassis;
- b. 400 square feet or less when measured at the largest horizontal projection;
- c. Designed to be self-propelled or permanently towable by a light duty truck; and
- d. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

**Regular Program** means the Program authorized by the Act under which risk premium rates are required for the first half of available coverage (also known as “first layer” coverage) for all new construction and substantial improvements started on or after the effective date of the FIRM, or after December 31, 1974, for FIRM's effective on or before that date. All buildings, the construction of which started before the effective date of the FIRM, or before January 1, 1975, for FIRMs effective before that date, are eligible for first layer coverage at either subsidized rates or risk premium rates, whichever are lower. Regardless of date of construction, risk premium rates are always required for the second layer coverage and such coverage is offered only after the Administrator has completed a risk study for the community.

**Regulatory Floodway** means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

**Remedy a Violation** means to bring the structures or other development into full or partial compliance with State or local regulations or, if this is not possible, to reduce the impacts of its non-compliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provision of the ordinance or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.

**Repetitive Loss Agricultural Structure** means an agricultural structure covered by a NFIP contract for flood insurance that has incurred flood-related damage on two (2) separate occasions in which the cost of repair, on the average, equaled or exceeded 25 percent of the value of the structure at the time of each such flood event.

**Repetitive Loss Property** means any NFIP-insured single family or multi-family residential building for which two or more claims of more than \$1,000 were paid by the NFIP within any rolling 10-year period, since 1978. A repetitive loss property may or may not be currently insured by the NFIP.

**Residential Building** means a non-commercial building designed for habitation by one or more families or a mixed-use building that qualifies as a single-family, two-to-four family, or other residential building.

**Residential Property** means either a residential building or the contents within a residential building, or both.

**Riverine** means floodplain relating to, formed by, or resembling a river (including tributaries), stream, brook, etc. Riverine floodplains have readily identifiable channels.

**Section 1316** means Section 1316 of the National Flood Insurance Act of 1968, as amended, which provides for the denial of flood insurance coverage for any property which the Administrator finds has been declared by a duly constituted State or local authority to be in violation of State or local floodplain management regulations. Once a duly constituted State or local authority declares a



structure as being in violation, the Administrator must deny flood insurance coverage provided that the individual or office making the declaration has the authority to do so and that the law or regulations violated was, in fact, intended to discourage or otherwise restrict land development or occupancy in the flood-prone area.

Section 1316 was intended for use primarily as a backup for local enforcement actions (i.e., if a community could not force compliance through the enforcement mechanisms in its regulations, it could use Section 1316 as additional leverage) and was not intended merely as a mechanism to remove bad risks from the policy base. Section 1316 will only be implemented in instances where States or communities submit declarations specifically for that purpose.

**Severe Repetitive Loss Structure** means a single family property (consisting of 1 to 4 residences) that is covered under flood insurance by the NFIP and has incurred flood-related damage for which 4 or more separate claims payments have been paid under flood insurance coverage, with the amount of each claim payment exceeding \$5,000 and with cumulative amount of such claims payments exceeding \$20,000; or for which at least 2 separate claims payments have been made with the cumulative amount of such claims exceeding the reported value of the property.

**Sheet Flow Area** (see definition for **Area of Shallow Flooding**)

**Single-family Dwelling** means either (a) a residential single-family building in which the total floor area devoted to non-residential uses is less than 50 percent of the building's total floor area, or (b) a single-family residential unit within a two-to-four family building, other-residential building, business, or non-residential building, in which commercial uses within the unit are limited to less than 50 percent of the unit's total floor area.

**Special Flood Hazard Area (SFHA)** means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year as shown on a FHBM or FIRM as Zones A, AE, AH, AO, AR, AR/AE, AR/AO, AR/AH, AR/A, A99, or VE. The SFHA is the area where the National Flood Insurance Program's (NFIP's) floodplain management regulations must be enforced and the area where the mandatory purchase of flood insurance applies.

**Start of Construction** (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)) means the date the Floodplain Development Permit or building permit was issued (includes substantial improvement), provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of the structure (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation, and includes the placement of a manufactured home on a foundation.

“Permanent construction” does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it

include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

**Structure** means, for floodplain management purposes, a walled and roofed building, including a liquid or gas storage tank, that is principally above ground, as well as a manufactured home. The terms "structure" and "building" are interchangeable in the NFIP. For insurance purposes, **structure** means:

- (1) A building with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site;
- (2) A manufactured home ("a manufactured home," also known as a mobile home, is a structure: built on a permanent chassis, transported to its site in one or more sections, and affixed to a permanent foundation); or
- (3) A travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws.

For the latter purpose, "structure" does not mean a recreational vehicle or a park trailer or other similar vehicle, except as described in paragraph (3) of this definition, or a gas or liquid storage tank.

**Substantial Damage** means damage of any origin sustained by a structure whereby the cost of restoring the structure to it before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

**Substantial Improvement** means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage" regardless of the actual repair work performed. The term does not, however, include either:

- a. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or;
- b. Any alteration of a "historic structure" provided that the alteration will not preclude the structure's continued designation as a "historic structure."

**Variance** means a grant of relief by the (Community name) from the terms of a floodplain management regulation.

**Violation** means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in the Code of

Federal Regulations (CFR) §44, Sec. 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

**Watercourse** means only the channel and banks of an identifiable watercourse and not the adjoining floodplain areas. The flood carrying capacity of a watercourse refers to the flood carrying capacity of the channel.

**Water surface elevation** means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

**Wet floodproofing** means a method of construction that involves modifying a building to allow floodwaters to enter it in order to minimize damage to the building, using flood damage-resistant materials below the DFE throughout the building, raising utilities and important contents to or above the DFE, installing and configuring electrical and mechanical systems to minimize disruptions and facilitate repairs, installing flood openings or other methods to equalize the hydrostatic pressure exerted by floodwaters, and, where required, installing pumps to gradually remove floodwater from basement areas after the flood.

Wet floodproofing shall not be utilized as a method to satisfy the requirements of this Ordinance for bringing substantially damaged or improved structures into compliance. Wet floodproofing is not allowed in lieu of complying with the lowest floor elevation requirements for new residential buildings.

**X Zones (shaded)** means the areas on a FIRM subject to inundation by the flood that has a 0.2-percent chance of being equaled or exceeded during any given year, often referred to as 500-year flood.

**X Zones (unshaded)** designates areas on a FIRM where the annual probability of flooding is less than 0.2 percent.

**Zone of Imminent Collapse** means an area subject to erosion adjacent to the shoreline of an ocean, bay, or lake and within a distance equal to 10 feet plus 5 times the average annual long-term erosion rate for the site, measured from the reference feature.

**ARTICLE 7**  
**LEGAL STATUS PROVISIONS**

**SECTION A. SEVERABILITY**

If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

**SECTION B. ENFORCEABILITY OF ORDINANCE AND FUTURE REVISIONS**

The provisions within this Ordinance must be legally enforceable; applied uniformly throughout the community to all privately and publicly owned land within any regulated flood hazard areas; meet the minimum standards set forth in §60.3 of the Code of Federal Regulations Title 44; and the community must provide that the provisions of this Ordinance take precedence over any less restrictive conflicting local laws, ordinances, or codes.

If Lauderdale County repeals its floodplain management regulations, allows its regulations to lapse, or amends its regulations so that they no longer meet the minimum requirements set forth in §60.3 of the Code of Federal Regulations Title 44, it shall be suspended from the National Flood Insurance Program (NFIP). The community eligibility shall remain terminated after suspension until copies of adequate floodplain management regulations have been received and approved by the Federal Insurance Administrator. To avoid such occurrences, Lauderdale County will coordinate with the Alabama NFIP State Coordinator and FEMA Regional Office prior to any revisions to this Ordinance. Without prior approval of the Federal Insurance Administrator, the community shall not adopt and enforce revised floodplain management regulations.

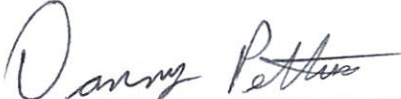
From time-to-time Part 60 of the Code of Federal Regulations Title 44 may be revised to advance flood risk reduction measures as experience is acquired under the NFIP and new information becomes available. Lauderdale County agrees to revise its floodplain management Ordinance to comply with any such changes within six months from the effective date of any new federal regulation.

**SECTION C. EFFECTIVE DATE**

This Ordinance shall become effective on \_\_\_\_\_.

**SECTION D. ADOPTION SIGNATURE(S) AND CERTIFICATION**

Ordinance adopted on 2-12-24.

BY: 



LA-2024-1

BID ITEM: "Various Printing Jobs"  
 OPENING: Friday, February 9, 2024  
 DATE MAILED: Monday, January 29, 2024

	NO BID	LOW BID	NO RESPONSE	COUNTY COMMISSION - REQUISITION BOOKS	REAPPRIASAL - WINDOW ENVELOPES	REAPPRAISAL - PRINTED ENVELOPES
Data Pro Attn: Joe Smith 2106-A West Ferry Way Huntsville, AL 35801						
Herald Printing 328 N. Pine Street Florence, AL 35630				(50)- 621.50 (100)- 1125.00	(5000)- 360.25 (10,000)- 698.50	(2500)- 198.00 (5000)- 370.00
Printer & Stationers 113 N Court Street Florence, AL 35630				(50)- 659.50	(5,000)- 320.00 (10,000)- 630.00	(2500)- 170.00 (5,000)- 310.00
Diversified Companies Attn: John Dawson 3721 Powers Court Chattanooga, TN 37416						
IMS Enterprises 3115 Northington Ct Florence, AL 35630						

ND TO  
PRICE  
BREAKS  
per Paula

ND TO  
PRICE  
BREAKS  
per BB

**BID NO.:** LA 2024-2  
**BID ITEM:** Advanced Life Support Emergency Medical Treatment & Transportation Service  
**OPENING:** Friday, December 1<sup>st</sup>, 2023, at 10:00 AM  
**DATE MAILED:** Wednesday, October 25<sup>th</sup>, 2023 (Pre-bid Meeting Monday, November 13<sup>th</sup>, 2023)

**Advertisement Dates:**

Times Daily: Oct.27<sup>th</sup>, Nov.3<sup>nd</sup>, Nov.10<sup>th</sup>  
Montgomery Advertiser, 10/30 Cullman Times, 10/30  
Madison Legals, 11/1

	BID BOND	NO BID	LOW BID	NO RESP	AMOUNT	APPROPRIATION
Anniston Emergency Medical Services, Inc. Caleb Dulaney P.O. Box 1885 Anniston, AL 36202						
Care Ambulance-Dallas Kevin Harralson P.O. Box 241468 Montgomery, AL 36124						
HEMSI Don Webster P.O. Box 7108 Huntsville, AL 35807						
Haynes Ambulance-Montgomery Kirk Barrett 2530 E 5 <sup>th</sup> Street Montgomery, AL 36107						
Lifeguard Ambulance Service Dave Snavely 950 22 <sup>nd</sup> Street N, Suite 800 Birmingham, AL 35203					option one option two option three option four	1,292,550 YR 1,070,850 YR 985,892 YR 756,742, YR
Medstar Emergency Medical Services LLC Mike Sandell P.O. Box 700 Foley, AL 36536						
Northstar Paramedic Services-Tuscaloosa Edgar Calloway P.O. Box 2788 Tuscaloosa, AL 35403						
Shoals Ambulance-Lauderdale Blake Hargett 610 Thompson Street Florence, AL 35630						
Advantage EMS Joel Lonnergan 2802 Wills Creek Road Gadsden, AL 35904						
AmeriPro EMS 9 Dunwoody S. Suite 126 Atlanta, GA 30338 <a href="mailto:dave@ameriprohealth.com">dave@ameriprohealth.com</a>					OPTION 1 87,500 monthly OPTION 2 112,500 mark	979,200 YR 1,350,000 YR
Helen Keller Ambulance Bruce Carson 1300 S. Montgomery P.O. Box 610 Sheffield AL 35660						NO Appropriation e