

MINUTES, LIMESTONE COUNTY COMMISSION, JULY 16, 2018

The Limestone County Commission met in a regular meeting today, at 10:00 a.m. at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.

The meeting began with the Pledge of Allegiance.

Steve Tucker, 29732 Lester Road, came before the Commission requesting to reopen an abandoned county road to the iron bridges to allow access to Sugar Creek. He said, "I know the bridges aren't suitable for vehicle traffic, but all we're asking is to have access to water to launch canoes and kayaks." He stated the bridge had been a preferred backdrop for West Limestone High School senior photos and there are more people that would like to keep the road open than the few who wish to close it forever. Commissioner Harrison stated the county would hold a public hearing on the matter to allow citizens to come voice their thoughts.

Tom Hill, Limestone County Economic Development President, requested the Commission consider an FY19 appropriation in the amount of \$90,000, plus a one-time appropriation of \$30,000 to provide for half of salary of new President, and a \$3,000 increase for rent, for a total request of \$123,000.

Chris Anderson, Athens Limestone Public Library Board Member, requested an FY 19 appropriation of \$145,000.

Tere Richardson, Athens Main Street Director, requested an FY 19 appropriation of \$12,500.

Rhonda Andrews, Learn to Read Executive Director, requested an FY 19 appropriation of \$10,000.

Present: Steve Turner, Jason Black, and Ben Harrison. Absent: Stanley Hill. Mark Yarbrough, Chairman presided.

MOTION was made by Jason Black and seconded by Ben Harrison to approve the minutes of June 27, July 2 & 11, 2018.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Ben Harrison, aye; and Steve Turner, aye. Motion carries unanimously.

MOTION was made by Jason Black and seconded by Steve Turner to approve the following claims

6/22/18	Check # 48996 – 49070	\$ 627,250.61
6/22/18	Check # 49071	\$ 225.00
6/29/18	Check # 49072 – 49162	\$1,234,393.22
6/29/18	Check # 49163 – 49164	\$ 13,679.94
7/06/18	Check # 49165 – 49248	<u>\$ 470,600.41</u>
	TOTAL	\$2,346,149.18

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with detailed claims of the above being on file for review upon request to the County Administrator.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Jason Black and seconded by Ben Harrison to approve the following resolution authorizing and approving application to State of Alabama (ADECA) Community Development Block Grant Program for water infrastructure improvements within the Tanner community, and MOU with Limestone County Water and Sewer Authority clarifying responsibilities concerning the 2018 CDBG Application.

RESOLUTION AUTHORIZING AND APPROVING APPLICATION TO STATE OF ALABAMA (ADECA) CDBG COUNTY FUND

WHEREAS, the Limestone County Commission desires to develop water system improvements within the Tanner Community,

AND WHEREAS, grant funding for such water infrastructure is available through the State of Alabama (ADECA) Community Development Block Grant Program,

AND WHEREAS, the Limestone County Commission concurs with objectives, needs and program activities proposed therein,

NOW, THEREFORE BE IT RESOLVED BY THE LIMESTONE COUNTY COMMISSION:

1. That the Limestone County Commission shall submit an application to the State of Alabama Community Development Block Grant Program for \$350,000.00 in grant funding to develop water system improvements within the Tanner Community.
2. That, should the project be approved, the Limestone County Commission shall pledge \$1,698,265.00 in match funding via the Limestone County Water and Sewer Authority to support the water system improvement project.
3. That the Chairman is duly authorized to sign said application for and act on behalf of the Limestone County Commission and is further authorized to execute all other documents required for application or disbursement of funds to develop water system improvements for the Limestone County Commission.

ADOPTED THIS THE 16th DAY OF JULY, 2018.

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COUNTY SEAL

ATTEST:

County Administrator

Chairman, Limestone County Commission

Memorandum of Understanding

This agreement by and between the Limestone County Commission and the Limestone County Water and Sewer Authority this the 16th day of July, 2018, is for the purpose of clarifying responsibilities concerning the Limestone County Commission CY 2018 CDBG Application for water system rehabilitation improvements within the Tanner Community.

The Limestone County Water and Sewer Authority hereby agrees to be responsible for the following, should the project be funded:

- I. Compliance with all applicable guidelines, regulations, and laws throughout the life of the project, from grant award through construction and close-out.
- II. In completing the project, Limestone County Water and Sewer Authority agrees to provide all required local cash contribution to complete the project.
- III. Operation and maintenance of the system upon its completion to include collecting revenues and service.
- IV. Limestone County Water and Sewer Authority agrees to allow accessibility of its records and files, for inspection by the Limestone County Commission, State Examiners Office, ADECA, HUD, and other monitoring agencies.
- V. Limestone County Water and Sewer Authority will retain all records for this project for at least five years from the date of the final accepted audit.

The Limestone County Commission hereby agrees to be responsible for the following, should the project be funded:

- I. Compliance with all applicable guidelines, regulations, and laws throughout the life of the project, from grant award through construction and close-out.
- II. At project close-out, the Limestone County Commission will turn over operation and maintenance of the project over to the Limestone County Water and Sewer Authority.
- III. The Limestone County Commission will retain all records for this project for at least five years from the date of the final accepted audit.

Witness/Attest: _____
Chairman/President

Limestone County Water and Sewer Authority: _____
Witness/Attest: _____

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Chairman

Limestone County Commission: _____

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Ben Harrison, aye; and Steve Turner, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Ben Harrison to approve the following Revision of Flood Damage Prevention Ordinance to continue to be a part of the National Flood Insurance Program.

FLOOD DAMAGE PREVENTION ORDINANCE

Limestone County

ARTICLE 1

Statutory Authorization, Findings of Fact, Purpose And Objectives

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 Commission, of Limestone County, Alabama, does ordain as follows:

SECTION B FINDINGS OF FACT

- (1) The flood hazard areas of Limestone County, Alabama are subject to periodic inundation which results 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 the public health, safety and general welfare.
- (2) These flood losses are caused by the occupancy in flood hazard areas of uses vulnerable to floods, which are inadequately elevated, flood proofed, or otherwise unprotected from flood damages, and by the cumulative effect of obstructions in floodplains causing 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;

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- (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 filling, grading, dredging and other development which may increase flood damage or erosion;
- (4) prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands; and
- (5) control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters.

SECTION D **OBJECTIVES**

The objectives of this ordinance are:

- (1) to protect human life and health;
- (2) to 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) to 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) to minimize expenditure of public money for costly flood control projects;
- (5) to minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (6) to minimize prolonged business interruptions, and
- (7) to ensure that potential home buyers are notified that property is in a flood area.

ARTICLE 2

GENERAL PROVISIONS

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

This ordinance shall apply to all Areas of Special Flood Hazard within the jurisdiction of Limestone County, Alabama.

SECTION B **BASIS FOR AREA OF SPECIAL FLOOD HAZARD**

The Areas of Special Flood Hazard identified by the Federal Emergency Management Agency in its **Flood Insurance Study (FIS), dated August 16, 2018**, with accompanying maps and other supporting data **and any revision thereto**, are adopted by reference and declared a part of this ordinance. For those land

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areas acquired by a municipality through annexation, the current effective FIS and data for Limestone County are hereby adopted by reference. Areas of Special Flood Hazard may also include those areas known to have flooded historically or defined through standard engineering analysis by governmental agencies or private parties but not yet incorporated in the FIS.

When Preliminary Flood Insurance Studies and Flood Insurance Rate Maps have been provided by FEMA to the Limestone County:

- (1) Prior to the issuance of a Letter of Final Determination (LFD) by FEMA, the use of the preliminary flood hazard data shall only be required where no base flood elevations and/or floodway areas exist or where the preliminary base flood elevations or floodway area exceed the base flood elevations and/or floodway widths in the effective flood hazard data provided by FEMA. Such preliminary data may be subject to revision through valid appeals.
- (2) Upon the issuance of a Letter of Final Determination (LFD) by FEMA, the revised flood hazard data shall be used and replace all previously effective flood hazard data provided by FEMA for the purposes of administering these regulations.

Where adopted regulatory standards conflict, the more stringent base flood elevation shall prevail. Preliminary FIS data may be subject to change by a valid appeal.

SECTION C: ESTABLISHMENT OF A FLOODPLAIN DEVELOPMENT PERMIT

A Development Permit shall be required in conformance with the provisions of this ordinance PRIOR to the commencement of any development activities in identified areas of special flood hazard and **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

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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 Areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of Limestone 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

- (1) Notice of Violation. If Limestone County or other such community as defined herein (hereinafter "the community") determines that an applicant or other responsible person has failed to comply with the terms and conditions of a permit, or 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 permit, the notice shall be served on the owner or the responsible person in charge of the activity being conducted on the site. The notice of violation shall contain:
 - (a) The name and address of the owner or the applicant or the responsible person;
 - (b) The address or other description of the site upon which the violation is occurring;
 - (c) A statement specifying the nature of the violation;
 - (d) A description of the remedial measures necessary to bring the action or inaction into compliance with the 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 that the determination of violation may be appealed to the community by filing a written notice of appeal within thirty days after the notice of violation (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24-hour notice shall be sufficient).
- (2) Additional Enforcement Actions. If the remedial measures described in the Notice of Violation have not been completed by the date set forth for such completion 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 actions or imposing any of the following penalties, Limestone County shall first notify the applicant or other responsible person in writing of its intended action. Limestone County shall provide reasonable opportunity, of not less than ten days (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24-hour notice shall be sufficient) to cure such violation. In the event the applicant or other responsible person fails to cure such violation after such notice and cure period, the Limestone County Commission may take or impose any one or more of the following enforcement actions or penalties:
 - (a) Stop Work Order: The community may issue a stop work order, which shall be served on the applicant or other responsible person. The stop work order shall remain in effect -until the applicant or other responsible person has

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taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein, provided the stop work order 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.

- (b) Termination of water service and/or withhold or revoke Certificate of Occupancy: The community may terminate utilities and/or refuse to issue and/or revoke a certificate of occupancy for the building or other improvements and/or repairs conducted or being conducted on the site 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.
- (c) Suspension, revocation, or modifications of permit: The community may suspend, revoke, or modify the permit authorizing the development project. A suspended, revoked, or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated (upon such conditions as the community may deem necessary) to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.
- (d) Civil penalties: 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. 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 shall be considered a separate offense. Nothing herein contained shall prevent the Limestone County Commission from taking such other lawful actions as is necessary to prevent or remedy any violation.
- (e) Section 1316 Declaration: Section 1316 of the National Flood Insurance Act authorizes FEMA to deny flood insurance to a property declared by the State, County, or Municipal government to be in violation of the local floodplain management ordinance. A Section 1316 declaration shall be used when all other legal means to remedy a violation have been exhausted and the structure is noncompliant. Once invoked, the property's flood insurance coverage will be terminated and no new or renewal policy can be issued; no flood insurance claim can be paid on any policy on the property, and disaster assistance will be denied.

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

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- 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 to that authority;
- iv. Evidence that the property owner has been provided notice of the violation and the prospective denial of insurance; and
- v. A clear statement that the declaration is being submitted pursuant to section 1316 of the National Flood Insurance Act of 1968, as amended.

If a structure that has received a Section 1316 declaration is made compliant with the community's floodplain management ordinance, then the Section 1316 declaration can be rescinded by the community and flood insurance eligibility restored.

- (3) 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 permit by the community upon finding that the holder is in violation of 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 and must be received within ten days from the date of the Notice of Violation. A hearing on the appeal shall take place within thirty days from the date of receipt of the Notice of Appeal by the Floodplain Administrator.

- (4) All appeals shall be heard and decided by the community's designated Appeal Board, which shall be the Limestone County Commission, or their designees. The Appeal 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 flood damage prevention ordinance, and any other applicable local, state, or federal requirements. The decision of the Appeal Board shall be final.
- (5) 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 Circuit 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.

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ARTICLE 3

ADMINISTRATION

SECTION A DESIGNATION OF FLOODPLAIN ADMINISTRATOR

The Limestone County Engineering Department is hereby appointed to administer and implement the provisions of this ordinance.

SECTION B PERMIT PROCEDURES

Application for a Development Permit shall be made to the Floodplain Administrator on forms furnished by the community **PRIOR** to any development activities, and may include, but not be limited to, the following: Plans in duplicate drawn to scale showing the elevations of the area in question and the nature, location, dimensions, of existing or proposed structures, fill placement, storage of materials or equipment, and drainage facilities.

Specifically, the following information is required:

(1) Application Stage

- (a) Elevation in relation to mean sea level (or highest adjacent grade) of the regulatory lowest floor level, including basement, of all proposed structures;
- (b) Elevation in relation to mean sea level to which any non-residential structure will be flood proofed;
- (c) Design certification from a registered professional engineer or architect that any proposed non-residential flood-proofed structure will meet the flood-proofing criteria of Article 4, Sections B(2) and E(2);
- (d) Description of the extent to which any watercourse will be altered or relocated as a result of a proposed development, and;

(2) Construction Stage

For all new construction and substantial improvements, the 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. When flood proofing is utilized for non-residential structures, said certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same.

Any work undertaken prior to submission of these certifications shall be at the permit holder's risk. The Floodplain Administrator shall review the above referenced certification data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being allowed to proceed. Failure to submit certification or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.

In any lot or lots/areas that will be or have been removed from the special flood hazard area utilizing a Letter of Map Revision Based on Fill (LOMR-F), the top of fill level must meet the community's freeboard elevation at that location. If the top of fill level is below the freeboard

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elevation, all new structures, additions to existing buildings or substantial improvement must meet the required community freeboard elevation.

(3) Finished Construction

Upon completion of construction, a FEMA elevation certificate which depicts all finished construction elevations is required to be submitted to the Floodplain Administrator. If the project includes a floodproofing measure, a FEMA floodproofing or certificate is required to be submitted by the permit holder to the Floodplain Administrator.

- (a) A registered professional engineer or architect shall develop or review the structural design, specifications, and plans for the construction.
- (b) A registered professional engineer or architect shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the following criteria:
 - The bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to or above the Base Flood Elevation (BFE); and
 - The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Use ASCE 7-10, Minimum Design Loads for Buildings and Other Structures, for guidance.
- (c) The space below the lowest floor must be free of obstructions (e.g., building element, equipment, or other fixed objects that can transfer flood loads to the foundation, or that can cause floodwaters or waves to be deflected into the building), or must be constructed with non-supporting breakaway walls, open lattice, or insect screening.

SECTION C DUTIES AND RESPONSIBILITIES OF THE ADMINISTRATOR

Duties of the Floodplain Administrator shall include, but shall not be limited to:

- (1) Review all development permits to assure that the permit requirements of this ordinance have been satisfied; and assure that development sites are reasonably safe from flooding.
- (2) Review copies of all necessary permits from 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. 1334. Maintain such permits permanently with floodplain development permit file.
- (3) When Base Flood Elevation 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 base flood elevation and floodway data available from a Federal, State, or other sources in order to administer the provisions of Article 4.
- (4) Verify and record the actual elevation in relation to mean sea level (or highest adjacent grade) of the regulatory floor level, including basement, of all new construction or substantially improved structures in accordance with Article 3, Section B.

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- (5) Verify and record the actual elevation, in relation to mean sea level to which any new or substantially improved structures have been flood-proofed, in accordance with Article 4, Sections B(2) and E(2).
- (6) When flood proofing is utilized for a structure, the Floodplain Administrator shall obtain certification of design criteria from a registered professional engineer or architect in accordance with Article 3, Section B(1)(c) and Article 4, Section B(2) or E(2).
- (7) Notify adjacent communities and the Alabama Department of Natural Resources prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency (FEMA), and the Alabama Department of Economic and Community Affairs/Office of Water Resources/NFIP State Coordinator's Office.
- (8) For any altered or relocated watercourse, submit engineering data/analysis within six (6) months 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.
- (9) Where interpretation is needed as to the exact location of boundaries of the Areas of Special Flood Hazard (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.
- (10) All records pertaining to the provisions of this ordinance shall be maintained in the office of the Floodplain Administrator and shall be open for public inspection.
- (11) In addition, the Floodplain Administrator and his or her designated staff is hereby authorized and directed to enforce the provisions of this ordinance. The Administrator is further authorized to render interpretations of this ordinance, which are consistent with its spirit and purpose.
 - (a) Right of Entry
 - i. Whenever necessary to make an inspection to enforce any of the provisions of this ordinance, or whenever the Administrator has reasonable cause to believe that there exists in any building or upon any premises any condition or ordinance violation which makes such building, structure or premises unsafe, dangerous or hazardous, the Administrator may enter such building, structure or premises at all reasonable times to inspect the same or perform any duty imposed upon the Administrator by this ordinance.
 - ii. If such building or premises are occupied, the Administrator shall first present proper credentials and request entry. If such building, structure, or premises are unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of such building or premises.
 - iii. If entry is refused, the Administrator shall have recourse to every remedy provided by law to secure entry.
 - iv. When the 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

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fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Administrator for the purpose of inspection and examination pursuant to this ordinance.

- (b) Stop Work Orders
 - i. 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.
 - ii. 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.
- (c) Revocation of Permits
 - i. The Administrator may revoke a permit or approval, 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 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.

ARTICLE 4

PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A GENERAL STANDARDS

In ALL Areas of Special Flood Hazard the following provisions are required:

- (1) Require copies of all necessary permits from 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. 1334. Maintain such permits be on file.
- (2) New construction and substantial improvements of existing structures shall be anchored to prevent flotation, collapse and lateral movement of the structure.
- (3) New construction and substantial improvements of existing structures shall be constructed with materials and utility equipment resistant to flood damage.
- (4) New construction and substantial improvements of existing structures shall be constructed by methods and practices that minimize flood damage:
 - (a) All subdivision proposals shall be consistent with the need to minimize flood damage;
 - (b) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
 - (c) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards.

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- (5) All heating and air conditioning equipment and components, all electrical, ventilation, plumbing, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- (6) Manufactured homes shall be anchored to prevent flotation, collapse, and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable State requirements for resisting wind forces.
- (7) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
- (8) 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.
- (9) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (10) Any alteration, repair, reconstruction or improvement to a structure which is not compliant with the provisions of this ordinance, shall be undertaken only if the non- conformity is not furthered, extended or replaced.
- (11) Proposed new construction and substantial improvements that are partially located in an area of special flood hazard shall have the entire structure meet the standards for new construction.
- (12) Proposed new construction and substantial improvements that are located in multiple flood hazard risk zones or in a flood hazard risk zone with multiple base flood elevations shall have the entire structure meet the standards for the most hazardous flood hazard risk zone and the highest base flood elevation.

SECTION B SPECIFIC STANDARDS

In ALL Areas of Special Flood Hazard designated as A1-30, AE, AH, A (with engineered or estimated base flood elevation), the following provisions are required:

- (1) Residential and Non-residential Structures - Where base flood elevation 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 foot above the base 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 A(5).
- (2) Non-Residential Structures - New construction and substantial improvement of any non-residential structure located in A1-30, AE, or AH zones, may be floodproofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to one (1) foot above the base 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 registered

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professional engineer or architect 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 in Article 3, Section C(6).

Dry floodproofing is allowed only where flood velocities are less than or equal to five feet per second. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A Flood Emergency Operation Plan and an Inspection and Maintenance Plan must be provided by the design professional for the building. Such certification shall be provided to the Floodplain Administrator.

- (3) Enclosures for Elevated Buildings - All new construction and substantial improvements of existing structures that include **ANY fully enclosed area** below the base flood elevation, 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 or architect or meet the following minimum criteria:
 - (i) Provide a minimum of two openings 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 base flood elevation, each shall have openings on exterior walls);
 - (ii) The bottom of all openings shall be no higher than one foot above grade; and
 - (iii) Openings may be equipped with screens, louvers, valves and other coverings and devices provided they permit the automatic flow of floodwater in both directions.
 - (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 of maintenance equipment used in connection with the premises, or entry to the elevated area.
 - (c) The interior portion of such enclosed area shall not be partitioned or finished into separate rooms. All interior walls, ceilings and floors below the base flood elevation shall be unfinished and/or constructed of flood resistant materials.
 - (d) Mechanical, electrical or plumbing devices shall not be installed below the Base Flood Elevation. The interior portion of such enclosed area(s) shall be void of utilities except for essential lighting and power as required.
- (4) Standards for Manufactured Homes and Recreational Vehicles - Where base flood elevation data are available:
- (a) All manufactured homes placed and substantially improved on:
 - (i) individual lots or parcels,
 - (ii) in new or substantially improved manufactured home parks or subdivisions,
 - (iii) in expansions to existing manufactured home parks or subdivisions, or
 - (iv) on a site in an existing manufactured home park or subdivision where a manufactured home has incurred "substantial damage" as the result of a flood, must have the lowest floor including basement elevated no lower than one foot above the base flood elevation.

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- (b) Manufactured homes placed and substantially improved in an existing manufactured home park or subdivision may be elevated so that either:
 - (i) the lowest floor of the manufactured home is elevated no lower than one foot above the level of the base flood elevation, or
 - (ii) where no Base Flood Elevation exists, the manufactured home chassis and supporting equipment is supported by reinforced piers or other foundation elements of at least equivalent strength and is elevated to a maximum of 60 inches (five feet) above grade.
- (c) All Manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
- (d) All recreational vehicles placed on sites must either:
 - (i) be on the site for fewer than 180 consecutive days, fully licensed and ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions; or
 - (ii) the recreational vehicle must meet all the requirements for "New Construction," including the anchoring and elevation requirements of Article 4, Section B, provisions (3)(a) and (3)(c).
- (5) Require, until a regulatory floodway is designated, that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the Limestone County 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.
- (6) Accessory Structures (also referred to as appurtenant structures) – This provision generally applies to new and substantially improved accessory structures. When an accessory structure complies with all other provisions of this ordinance (including floodway encroachment), represents a minimal investment (less than \$1000), and meets the requirements outlined below, these structures may be wet-floodproofed and do not have to be elevated or dry floodproofed.

Accessory structures include, but are not limited to, residential structures such as detached garages, storage sheds for garden tools or woodworking, gazebos, picnic pavilions, boathouses, small pole barns, and similar buildings. The following provisions apply to accessory structures built below the base flood elevation:

- (a) A permit shall be required prior to construction or installation.
- (b) Must be low value (less than \$1000) and not be used for human habitation.
- (c) Use must be restricted to parking of personal vehicles or limited storage (low-cost items that cannot be conveniently stored in the principal structure).
- (d) Must be designed with an unfinished interior and constructed with flood damage-resistant materials below the BFE.
- (e) Must be adequately anchored to prevent flotation, collapse, or lateral movement.
- (f) Must have adequate flood openings as described in Article 4, Section A (5) and be designed to otherwise have low flood damage potential.

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- (g) Shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.
- (h) Any mechanical and other utility equipment in the structure must be elevated to or above the BFE or must be floodproofed.
- (i) Under limited circumstances communities may issue variances to permit construction of wet-floodproofed accessory structures. Communities should not grant variances to entire subdivisions for accessory structures, especially detached garages. Variances should only be reviewed and issued on an individual or case-by-case basis and be based on the unique characteristics of the site.
- (j) If located in a V Zone, the structure must be elevated on posts, piles, piers, or columns; consistent with all V Zone building standards.

SECTION C FLOODWAYS

Located within Areas of Special Flood Hazard 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, placement of manufactured homes, substantial improvements, and other development, are prohibited.
- (3) As long as no fill, structures (including additions), or other impediments to flow are added, permissible uses within the floodway may include: lawns, gardens, athletic fields, play areas, picnic grounds, and hiking/biking/horseback riding trails, general farming, pasture, outdoor plant nurseries, horticulture, forestry, wildlife sanctuary, game farm, and other similar agricultural, wildlife, and related uses. The uses in this subsection are permissible only if and to the extent that they do not cause any increase in flood levels during the base flood discharge.

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

Located within the Areas of Special Flood Hazard 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) Base flood elevation data shall be provided for subdivision proposals and all other proposed development, including manufactured home parks and subdivisions, greater than fifty (50) lots or five (5) acres, whichever is the lesser.
- (2) When base flood elevation 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 Base Flood Elevation 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 (5) and (6) shall apply:

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- (3) 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.
- (4) All development in Zone A must meet the requirements of Article 4, Section A and Section B(1) through B(4).
- (5) In special flood hazard areas without base flood elevation 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.
- (6) In the absence of a base flood elevation, a manufactured home must also meet the elevation requirements of Article 4, Section B(4)(b)(ii) in that the structure must be elevated to a maximum of 60 inches (5 feet).
- (7) Openings sufficient to facilitate automatic equalization of flood water hydrostatic forces on exterior walls shall be provided in accordance with 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 permit file.

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

Areas of Special Flood Hazard 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)(a).

The Floodplain Administrator shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.

- (2) New construction and the substantial improvement of a non-residential structure may be flood-proofed in lieu of elevation. **The structure, together with attendant utility and sanitary facilities, must be designed to be water tight 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. A registered professional engineer or architect shall certify that the design and methods of

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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)(c) and (2).

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

SECTION F STANDARDS FOR SUBDIVISIONS

- (1) All subdivision proposals shall be consistent with the need to minimize flood damage.
- (2) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.
- (3) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards, and;
- (4) Base flood elevation data shall be provided for all new subdivision proposals and other proposed development (including manufactured home parks and subdivisions), which is greater than fifty lots or five acres; whichever is the lesser.
- (5) All preliminary plans for platted subdivisions shall identify the flood hazard area and the elevation of the base flood.
- (6) All final subdivision plats will provide the boundary of the special flood hazard area, the floodway boundary, and the base flood elevations.
- (7) In platted subdivisions, all proposed lots or parcels that will be future building sites shall have a minimum buildable area outside the natural (non-filled) 1% chance annual floodplain. The buildable area shall be large enough to accommodate any primary structure and associated structures such as sheds, barns, swimming pools, detached garages, on-site sewage disposal systems, and water supply wells, where applicable.

SECTION G. CRITICAL FACILITIES

Construction of new and substantially improved critical facilities shall be located outside the limits of the special flood hazard area (one percent annual chance floodplain). Construction of new critical facilities shall be permissible within the SFHA only if no feasible alternative site is available and access to the facilities remains available during a 0.2 percent chance flood.

- (1) Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet above the base flood elevation at the site (or to the 0.2 percent chance flood elevation whichever is greater).
- (2) Floodproofing and sealing measures must be implemented to ensure that any and all on-site toxic substances will not be displaced by or released into floodwaters.

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- (3) Multiple access routes, elevated to or above the 0.2 percent flood elevation, shall be provided to all critical facilities to the maximum extent possible.
- (4) Critical facilities must be protected to or above the 0.2 percent chance flood and must remain operable during such an event.
 - a. The community's flood response plan must list facilities considered critical in a flood.
 - b. Other facilities in low risk flood zones that may also be needed to support flood response efforts must be included on the critical facility list.
- (5) The use of any structure shall not be changed to a critical facility, where such a change in use will render the new critical facility out of conformance with this section.

ARTICLE 5

VARIANCE PROCEDURES

SECTION A. DESIGNATION OF VARIANCE AND APPEALS BOARD

The Limestone County Commission shall hear and decide requests for appeals or variance from the requirements of this ordinance.

SECTION B. DUTIES OF BOARD

The Limestone County Commission 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 Limestone County Commission may appeal such decision to the Circuit Court, as provided under the Code of Alabama, §11-19-20, or other such applicable law.

SECTION C. VARIANCE PROCEDURES

In reviewing requests for variance, the Limestone County Commission shall consider all technical evaluations, relevant factors, and standards specified in other sections of this ordinance, and:

- (1) Variances may be issued for development necessary for the conduct 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) 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.
- (4) Variances should never be granted for multiple lots, phases of subdivisions, or entire subdivisions.

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- (5) 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.
- (6) 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.
- (7) The safety of access to the property during flood conditions for daily traffic and emergency vehicles.
- (8) The importance of the services provided by the proposed facility to the community.
- (9) The necessity of the facility to be at a waterfront location, where applicable.
- (10) The compatibility of the proposed use with existing and anticipated development based on the community's comprehensive plan for that area.
- (11) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site.
- (12) 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 Limestone County Commission may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

SECTION D. 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 E. 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) 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.
- (2) A variance shall be issued ONLY when there is:
 - (a) A finding of good and sufficient cause;

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- (b) A determination that failure to grant the variance would result in exceptional 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.
- (3) Variances shall not be issued “after the fact.”

SECTION E. VARIANCE NOTIFICATION AND RECORDS

Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:

- (1) Specifies the difference between the base flood elevation and the elevation of the proposed lowest floor and stating that the cost of flood insurance will be commensurate with an increased risk to life and property resulting from the reduced lowest floor elevation. It could result in rate increases in the hundreds and possibly thousands of dollars annually depending on structure and site specific conditions.
- (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 Judge of Probate and shall be recorded in a manner so that it appears in the chain of title 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 Area of Special Flood Hazard without base flood elevations determined.

Accessory Structure (also referred to as appurtenant structures) means a structure which is located on the same parcel of property as a principal structure to be insured and the use of which is incidental to the use of the principal structure. They should constitute a minimal initial investment, may not be used for human habitation, and be designed to have minimal flood damage potential. These structures are used solely for parking (two-car detached garages or smaller) or limited storage (small, low cost storage sheds). They are included under the general definition of structure and are consequently subject to all floodplain management regulations pertaining to structures.

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

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for new construction apply to any addition that is considered a perimeter expansion or enclosure beneath a structure. If it is considered to be a substantial improvement (more than 50% of market value) to a structure, the existing structure will also need to be treated as new construction.

Depending on the flood zone and details of the project, the existing building may not have to be elevated. The determining factors are the common wall and what improvements are made to the existing structure. If the common wall is demolished as part of the project, then the entire structure must be elevated. If only a doorway is knocked through it and only minimal finishing is done, then only the addition has to be elevated.

AE Zone means the Area of Special Flood Hazard with base flood elevations determined.

AH Zone means an area of one percent chance of shallow flooding where depths are between one to three feet (usually shallow ponding), with base flood elevations shown.

AO Zone means an area of one percent chance of shallow flooding where depths are between one to three feet (usually sheet flow on sloping terrain), with depth numbers shown.

Appeal means a request for a review of the Limestone County Engineering Departments interpretation of any provision of this ordinance.

AR/AE, AR/AH, AR/AO, and AR/A Zones means a flood zone that results from the decertification of a previously accredited flood protection system or levee that is in the process of being restored to provide a one percent chance or greater level of flood protection. After restoration is complete, these areas will still experience residual flooding from other flooding sources.

A99 Zone means that part of the special flood hazard area inundated by the one percent annual chance flood to be protected from the one percent chance flood by a Federal flood protection system or levee under construction, no base flood elevations are determined.

Area of shallow flooding means a designated AO or AH Zone on a community's Flood Insurance Rate Map (FIRM) with base flood depths from one to three feet, and/or where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

Area of special flood hazard means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. In the absence of official designation by the Federal Emergency Management Agency, Areas of Special Flood Hazard shall be those designated by the local community and referenced in Article 2, Section B.

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 means the computed elevation to which floodwater is anticipated to rise during the base flood. It is also the elevation of surface water resulting from a flood that has a 1% chance of equaling or exceeding that level in any given year. Base Flood Elevations are shown in the FIS and on the Flood Insurance Rate Map (FIRM) for zones AE, AH, A1–A30, AR, AR/A, AR/AE, AR/A1– A30, AR/AH, AR/AO, V1–V30 and VE.

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

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Building see **Structure**.

Community means a political entity and/or its authorized agents or representatives that have the authority to adopt and enforce floodplain ordinances for the area under its jurisdiction.

Community Rating System (CRS) means a program developed by the Federal Insurance Administration to provide incentives for those communities in the Regular Program that have gone beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding.

Critical facility (aka, critical action) means facilities for which the effects of even a slight chance of flooding would be too great. The minimum floodplain of concern for critical facilities is the 0.2 percent chance flood level. Critical facilities include, but are not limited to facilities critical to the health and safety of the public such as: emergency operations centers, designated public shelters, schools, nursing homes, hospitals, police, fire and emergency response installations, vital data storage centers, power generation and water and other utilities (including related infrastructure such as principal points of utility systems) and installations which produce, use or store hazardous materials or hazardous waste (as defined under the Clean Water Act and other Federal statutes and regulations).

D Zone means an area in which the flood hazard is undetermined.

Dam means any artificial barrier, including appurtenant works, constructed to impound or divert water, waste water, liquid borne materials, or solids that may flow if saturated. All structures necessary to maintain the water level in an impoundment or to divert a stream from its course will be considered a dam.

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.

Dry Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures, which reduce or eliminate flood damages to real estate or improved real estate property, water, and sanitary facilities, structures, and their contents. Structures shall be floodproofed with a minimum of 12 inches above the base flood elevation (more is recommended). Dry floodproofing of a pre-FIRM residential structure that has not been substantially damaged or improved is allowed. Dry floodproofing of a post- FIRM residential building is not allowed. Non-residential structures may be dry floodproofed in all flood zones with the exception of the Coastal High Hazard Area or the Coastal AE Zone.

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

Elevation Certificate means a FEMA form used as a certified statement that verifies a building's elevation information.

Encroachment means the advance or infringement of uses, plant growth, fill, excavation, buildings, structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

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Existing Construction means any structure for which the "start of construction" commenced before July 16th, 1981 or before January 1, 1975, for FIRMs effective before that date. Existing construction may also be referred to as existing structures.

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 July 16th, 1981.

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.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- a. The overflow of inland or tidal waters; or
- b. The unusual and rapid accumulation or runoff of surface waters from any source.
- c. 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.
- d. 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 part "a." of this definition.

Flood Hazard Boundary Map (FHBM) means an official map of a community, issued by the Federal Insurance Administration, where the boundaries of areas of special flood hazard have been designated as Zone A.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which the Federal Emergency Management Agency has delineated the areas of special flood hazard and/or risk premium zones applicable to the community.

Flood Insurance Study/ 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 and/or flood-related erosion hazards.

Floodplain means any land area susceptible to being inundated by water from any source.

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans

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Floodplain management regulations means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power which control development in flood-prone areas. This term describes federal, state, or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

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 or structures with their contents.

Floodway (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.

Floodway fringe means that area of the special flood hazard area on either side of the regulatory floodway.

Flood Protection Elevation means the base flood elevation plus the community freeboard. In areas where no base flood elevations exist from any authoritative source, the flood protection elevation can be historical flood elevations or base flood elevations determined and/or approved by the floodplain administrator plus freeboard.

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

Hardship (as related to variances of this ordinance) means the exceptional difficulty that would result from a failure to grant the requested variance. The Limestone County Commission requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is NOT exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

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:

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- 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:
 - 1. By an approved state program as determined by the Secretary of the Interior, or
 - 2. Directly by the Secretary of the Interior in states without approved programs.

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:

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.

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.

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.

Levee means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee System means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest adjacent grade means the point of the ground level immediately next to a building. This may be the sidewalk, patio, deck support, or basement entryway immediately next to the structure after the completion of construction. It does not include earth that is placed for aesthetic or landscape reasons around a foundation wall. It does include natural ground or properly compacted fill that comprises a component of a building's foundation system.

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 code.

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Manufactured home means a building, transportable in one or more section, built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term also includes park trailers, travel trailers, and similar transportable structures placed on a site for 180 consecutive days or longer and intended to be improved property.

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 means the property value (as agreed between a willing buyer and seller), excluding the value of land as established by what the local real estate market will bear. Market value can be established by independent certified appraisal; replacement cost depreciated by age of building (Actual Cash Value); or adjusted assessed values.]

Mean Sea Level means the average height of the sea for all stages of the tide. It is used as a reference for the base flood elevations shown on a community's Flood Insurance Rate Map (FIRM). For purposes of this ordinance, the term is synonymous with National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum.

National Flood Insurance Program (NFIP) means the federal program that makes flood insurance available to owners of property in participating communities nationwide through the cooperative efforts of the Federal Government and the private insurance industry.

National Geodetic Vertical Datum (NGVD) means as corrected in 1929 is a vertical control used as a reference for establishing varying elevations within the floodplain.

New construction means ANY structure (see definition) for which the "start of construction" commenced after July 16th, 1981 and includes any subsequent improvements (including additions) to such structures.

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 July 16th, 1981.

Non-Residential means, but is not limited to; small business concerns, churches, schools, farm buildings (including grain bins and silos), pool houses, clubhouses, recreational buildings, mercantile structures, agricultural and industrial structures, warehouses, and hotels and motels with normal room rentals for less than 6 months duration.

North American Vertical Datum (NAVD) of 1988 means a vertical control, corrected in 1988, used as a reference for establishing varying elevations within the floodplain.

Obstruction means, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channel construction, bridge, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

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One Percent Flood (aka 100-Year Flood) is the flood that has a one percent chance of being equaled or exceeded in any given year. Any flood zone that begins with the letter A or V is subject to inundation by the one percent chance flood. Over the life of a 30-year loan, there is a 26-percent chance of experiencing such a flood within the SFHA.

Participating Community is any community that voluntarily elects to participate in the NFIP by adopting and enforcing floodplain management regulations that are consistent with the standards of the NFIP.

Post-FIRM Construction means new construction and substantial improvements for which start of construction occurred after December 31, 1974, or on or after the effective date of the initial FIRM of the community, whichever is later.

Pre-FIRM Construction means new construction and substantial improvements for which start of construction occurred on or before December 31, 1974, or before the effective date of the initial FIRM of the community, whichever is later.

Probation means an action taken by FEMA to formally notify participating communities of the first of the two NFIP sanctions due to their failure to correct violations and deficiencies in the administration and enforcement of the local floodplain management regulations.

Public safety and nuisance means anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

Recreational vehicle means a vehicle which is:

- a. Licensed and titled as a recreational vehicle or park model;
- b. Built on a single chassis;
- c. 400 square feet or less when measured at the largest horizontal projection;
- d. Has no attached deck, porch, or shed;
- e. Has quick-disconnect sewage, water, and electrical connectors;
- f. Designed to be self-propelled or permanently towable by a light duty truck; and
- g. 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 second phase of the community's participation in the NFIP in which second layer coverage is available based upon risk premium rates only after FEMA has completed a flood risk study for the community.

Regulatory floodway see **Floodway**.

Remedy a violation means to bring the structure or other development into compliance with State or local floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.

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Repetitive Loss means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damages occurred.

Repetitive Loss Property means any insurable structure for which two or more claims of more than \$1,000 were paid by the National Flood Insurance Program (NFIP) within any rolling 10-year period, since 1978. At least two of the claims must be more than ten days apart but, within ten years of each other. A repetitive loss property may or may not be currently insured by the NFIP.

Section 1316 means no new flood insurance policy or federal disaster assistance shall be provided for any property which the Administrator finds has been declared by a duly constituted State or local zoning authority or other authorized public body, to be in violation of State or local laws, regulations or ordinances which are intended to discourage or otherwise restrict land development or occupancy in flood prone areas. If the structure is made compliant with the applicable community's floodplain management ordinance, then the Section 1316 declaration can be rescinded by the community and flood insurance and disaster assistance eligibility restored.

Severe Repetitive Loss Structure means any insured property that has met at least one of the following paid flood loss criteria since 1978, regardless of ownership:

- a. Four or more separate claim payments of more than \$5,000 each (including building and contents payments); or
- b. Two or more separate claim payments (building payments only) where the total of the payments exceeds the current market value of the property.

In either case, two of the claim payments must have occurred within ten years of each other. Multiple losses at the same location within ten days of each other are counted as one loss, with the payment amounts added together.

Special flood hazard area (SFHA) means that portion of the floodplain subject to inundation by the base flood and/or flood-related erosion hazards 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.

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 development 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 buildings appurtenant to the permitted structure, such as garages or sheds not occupied as dwelling units or part of the main structure. (*NOTE: accessory structures are NOT exempt from any ordinance requirements*). 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.

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Structure means a walled and roofed building, including a liquid or gas storage tank, that is principally above ground, as well as a manufactured home.

Substantial damage means damage of any origin sustained by a structure whereby 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. Substantial damage also means flood related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damages 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 "repetitive loss" or "substantial damage", regardless of the actual repair work performed. The market value of the building should be (1) the appraised value of the structure prior to the start of the initial repair or improvement, or (2) in the case of damage, the value of the structure prior to the damage occurring.

For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. 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".

Substantially improved existing manufactured home parks or subdivisions is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

Suspension means the removal, with or without probation, of a participating community from the NFIP because the community failed to adopt and enforce the compliant floodplain management regulations required for participation in the NFIP.

Variance is a grant of relief from the requirements of this ordinance which permits construction in a manner otherwise prohibited by this ordinance.

Variance means a grant of relief from the requirements of this ordinance which permits construction in a manner otherwise prohibited by this ordinance.

Violation means the failure of a structure or other development to be fully compliant with the community's flood plain 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) and

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corresponding parts of this ordinance is presumed to be in violation until such time as that documentation is provided.

Watercourse means any flowing body of water including a river, creek, stream, or a branch.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, (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 which allows water to enter a structure in such a way that will minimize damage to the structure and its contents. Wet floodproofing is appropriate for functionally dependent use and uses that facilitate open space use by variance only, structures utilized for parking or limited storage, or when all other techniques are not technically feasible. 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) are areas of 0.2 percent chance flood that are outside of the SFHA subject to the one percent chance flood with average depths of less than one foot, or with contributing drainage area less than one square mile, and areas protected by certified levees from the base flood.

X Zones (unshaded) are areas determined to be outside the 0.2 percent chance floodplain.

Zone means a geographical area shown on a Flood Hazard Boundary Map or a Flood Insurance Rate Map that reflects the severity or type of flooding in the area.

ARTICLE 7

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.

Ordinance adopted on July 16, 2018.

BY: _____

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(Signatures of Limestone County Commission)

Certified by: _____

SEAL

Date: _____

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Ben Harrison, aye; and Jason Black, aye. Motion carries unanimously.

MOTION was made by Jason Black and seconded by Steve Turner to approve an agreement between the Alabama Department of Transportation and Limestone County for Utility relocation on an Emergency Repair Project, Project # ERPR-9010(955), for the approaches and bridge replacement on Old Highway 20 over Limestone Creek.

Federal Emergency Relief Funds	\$251,688.00
State Public Road and Bridge Funds	\$ 20,974.00
State Public Road and Bridge Funds	\$ 20,974.00
(Reg FA Funds swap)	
County Funds	<u>\$ 20,974.00</u>
Total (Incl. E & I and Indirect Cost)	\$314,610.00

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Jason Black to approve the following Carpenter ETC Project Agreement Resolution.

**A RESOLUTION CONCERNING THE CONTRIBUTION OF FUNDS TO
CARPENTER TECHNOLOGY CORPORATION AS AN INCENTIVE
TO CONSTRUCT, EQUIP, DEVELOP, AND INSTALL AN EMERGING
TECHNOLOGY CENTER IN LIMESTONE COUNTY, ALABAMA**

WHEREAS, the Limestone County Commission is the governing body of Limestone County, Alabama; and,

WHEREAS, Carpenter Technology Corporation ("Carpenter") proposes to develop, construct, equip, and install a state-of-the-art "Emerging Technology Center" (the "Center") within Carpenter's existing facility located in unincorporated Limestone County at 22110 Thomas L. Hammons Road; and,

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WHEREAS, within the Center Carpenter will undertake, among other key growth initiatives, additive manufacturing technology development and pilot production, titanium powder technology development, soft magnetic technology development, and expanded powder production; and,

WHEREAS, a “Project Agreement” has been proposed between Carpenter, Limestone County, and Limestone County Economic Development Partners, Inc. (“LCEDP”), which Agreement regards the contribution of grant funds as set forth therein by Limestone County and LCEDP upon certain jobs targets being reached by Carpenter, a copy of which Agreement is attached hereto as “Exhibit A”; and,

WHEREAS, under the said Agreement Limestone County would contribute up to a total of \$25,000.00 to reimburse Carpenter for expenses incurred in connection with the project, namely the creation of jobs and training of those employees, by providing grant funds payable from Limestone County to Carpenter as follows: (1) \$7,500.00 would be payable to Carpenter upon certification of at least ten (10) employees having been hired by January 1, 2020; (2) \$5,000.00 would be payable to Carpenter upon certification of at least thirty (30) employees having been hired by January 1, 2022; and (3) \$12,500.00 would be payable to Carpenter upon certification of at least sixty (60) employees having been hired by January 1, 2025; and,

WHEREAS, by considering the aforementioned Agreement the Limestone County Commission seeks to provide a public benefit to the persons and citizens of Limestone County, Alabama based upon an expected increase of jobs, commerce, taxes collected, revenue, and continued economic and industrial development resulting from entering such an Agreement that will give something of value to the benefit of Carpenter Technology Corporation; and,

WHEREAS, prior to the execution of this Resolution, notice that a meeting would be held by the Limestone County Commission on July 16, 2018, at 10 o'clock a.m. in the Clinton Street Annex, located at 100 South Clinton Street, Athens, Alabama, 35611, in conjunction with its regularly scheduled meeting the same day, to consider and adopt same, was published in the Athens News Courier, a newspaper of general circulation in Limestone County, at least seven (7) days prior to; and,

UPON MOTION having been duly made by Commissioner Steve Turner, and seconded by Commissioner Jason Black, to approve the expenditure of public resources and giving something of value by Limestone County entering into the Project Agreement for the benefit of Carpenter Technology Corporation, along with all other entities named therein, and pursuant to the terms and conditions therein, as proposed, and with said motion and second having been made in an open meeting of the Limestone County Commission on June 16, 2018, with discussion had thereon and a vote having been taken, upon which vote said motion carried by a vote of 2 to 1 in favor;

THEREFORE, BE IT RESOLVED by the Limestone County Commission during its meeting on July 16, 2018, having commenced at 10 o'clock a.m. that the Limestone County Commission shall and hereby does approve of the expenditure of public resources and the giving of something of value to Carpenter Technology Corporation pursuant to the proposed Project Agreement, to be entered into by Limestone County along with Limestone County Economic Development Partners, Inc.; and,

BE IT FURTHER RESOLVED that the Chairman of the Limestone County Commission shall be authorized to further execute any and all documents and instruments that may be necessary to complete the expenditure of County property and resources herein contemplated, including the

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approval of any modifications to the Project Agreement that may be inconsequential to the substantive terms of said Agreement and approved by the County's legal counsel; and,

BE IT FURTHER RESOLVED the authority granted herein shall be in force and effect immediately upon passage of this Resolution.

ADOPTED AND APPROVED this 16th day of July, 2018.

Mark Yarbrough, Chairman
Limestone County Commission

ATTEST:

County Clerk/Administrator

PROJECT AGREEMENT

THIS PROJECT AGREEMENT (this "Agreement") is hereby made and entered into as of this the 16th day of July, 2018, by and among LIMESTONE COUNTY, ALABAMA, a political subdivision of the State of Alabama (the "County"), LIMESTONE COUNTY ECONOMIC DEVELOPMENT PARTNERS, INC. ("LCEDP," and together with the County, the "Local Authorities"), and CARPENTER TECHNOLOGY CORPORATION, a Delaware corporation (the "Company"). The parties to this Agreement are sometimes referred to individually as a "Party" and collectively as the "Parties."

Recitals

WHEREAS, the Local Authorities enthusiastically support and encourage economic development;

WHEREAS, the Company is a specialty alloy manufacturer that owns and operates an existing facility located in unincorporated Limestone County at 22110 Thomas L. Hammons Road (the "Facility");

WHEREAS, in order to promote local industrial and commercial development, the Company proposes to develop, construct, equip, and install a new state-of-the-art "Emerging Technology Center" (the "Center") within the Facility wherein the Company will undertake, among other key growth initiatives: additive manufacturing technology development and pilot production, titanium powder technology development, soft magnetic technology development, and expanded powder production (the development and construction of the Center together with the installation and equipping of necessary furniture, fixtures, equipment, and other personal property at the Center hereinafter sometimes collectively referred to as the "Project");

WHEREAS, the Company identified, through a competitive process, various locations throughout the United States as potential sites for the Project including, among several others, the County, each of which offered certain incentives to the Company to locate the Project within their respective jurisdictions, and the Company has determined to locate the Project in the County within the Facility;

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WHEREAS, the Company estimates that the first phase of the Project ("Phase I") will create 10 new jobs and require a capital investment of approximately \$31,000,000, the second phase of the Project ("Phase II") will create 20 new jobs and require a capital investment of approximately \$10,000,000, and the third phase of the Project ("Phase III") will create 30 new jobs and require a capital investment of approximately \$11,000,000;

WHEREAS, in reliance on the estimated capital investment, employment and wage levels at the Project, and the undertaking of the Project at the Facility as described in this Agreement, the Local Authorities have determined that the location of the Project at the Facility, through the provision of the commitments and agreements hereinafter set forth, would be in the best interest of the County and the citizens of the County by: (i) promoting, improving and expanding economic and industrial development within the County, (ii) increasing the number and diversity of industrial jobs and related employment opportunities within the County, (iii) enabling the County to better retain, attract, and locate other industrial enterprises, (iv) expanding the overall tax base of the County, and (v) enhancing the overall quality of life for the citizens of the County;

WHEREAS, the Local Authorities desire to have the Company undertake the Project at the Facility and have made a specific proposal and commitment to the Company for the purpose of inducing the Company to undertake the Project at the Facility;

WHEREAS, the Parties desire to have the proposal and commitment set forth in an agreement between the Local Authorities and the Company;

WHEREAS, the development of the Project at the Facility will further assist in the expansion of economic developments that are critical to the sustained economic health and wellbeing of the County and the surrounding areas, and the County accordingly finds that providing financial assistance for the Project as described in this Agreement is being made under and in furtherance of any power and authority authorized by Amendment No. 772 to the Constitution of the Alabama (1901) (now Section 94.01 of the Recompiled Constitution of Alabama), and the County has determined that the expenditure of public funds for the purposes herein specified will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

NOW, THEREFORE, upon and in consideration for the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I COMPANY COMMITMENTS

In consideration of the Local Authorities providing the incentive described herein, the Company makes the following commitments to the Local Authorities:

Section 1.1 Commencement of Operations. The Company acknowledges that the citizens of the County anticipate the prompt receipt of substantial economic benefit to the local economy in return for the investment of public money in the Project, and the Company agrees to diligently prosecute the development, construction, equipping, and installation of the Project, by: (i) Commencing Operations of Phase I not later than January 1, 2020; (ii) Commencing Operations of Phase II not later than January 1, 2022; and (iii) Commencing Operations of Phase III not later than January 1, 2025.

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Section 1.2 Employment Commitment.

(a) Not later than January 1, 2020 (the "Phase I Jobs Target Date"), the Company shall employ at least 10 Full-Time Employees (the "Phase I Jobs Target") earning an Average Hourly Wage of at least \$33.65. Not later than January 1, 2022 (the "Phase II Jobs Target Date"), the Company shall employ at least 30 Full-Time Employees (the "Phase II Jobs Target") earning an Average Hourly Wage of at least \$33.65. Not later than January 1, 2025 (the "Phase III Jobs Target Date"), the Company shall employ at least 60 Full-Time Employees (the "Phase III Jobs Target") earning an Average Hourly Wage of at least \$33.65.

(b) Within ninety (90) days of each of the Jobs Target Dates above, the Company shall certify that the Company has or has not met its employment commitments under Section 1.2(a) above by furnishing a certificate, signed by an authorized representative of the Company, to the Local Authorities (the "Job Creation Certificate"). Such Job Creation Certificate shall be in the form of **EXHIBIT A** attached hereto and contain all reasonable supporting information and materials as would enable the Local Authorities to confirm the Company's compliance with the employment commitments set forth above and the Company's training, recruitment and relocation expenses incurred in connection with the Company's efforts to meet such commitments.

ARTICLE II COUNTY FUNDING COMMITMENT

Section 2.1 County Grants. In consideration of the Company developing, constructing, equipping, and installing the Project at the Facility and conducting its business operations there as described in the Recitals to this Agreement and the economic benefit to the County to be realized from that operation, the County will make available up to \$25,000 (the "County Grants") to reimburse the Company for training, recruitment and relocation expenses incurred in connection with the Company's efforts to meet the employment commitments set forth in Section 1.2(a). Such amounts will be payable as follows:

(a) Within forty-five (45) days of receiving a Job Creation Certificate evidencing that the Company has met the Phase I Jobs Target, the County will pay to the Company \$7,500 (the "Phase I County Grant").

(b) Within forty-five (45) days of receiving a Job Creation Certificate evidencing that the Company has met the Phase II Jobs Target, the County will pay to the Company an additional amount of \$5,000 (the "Phase II County Grant").

(c) Within forty-five (45) days of receiving a Job Creation Certificate evidencing that the Company has met the Phase III Jobs Target, the County will pay to the Company an additional amount of \$12,500 (the "Phase III County Grant").

ARTICLE III LCEDP FUNDING COMMITMENT

Section 3.1 LCEDP Grants. In consideration of the Company developing, constructing, equipping, and installing the Project at the Facility and conducting its business operations there as described in the Recitals to this Agreement and the economic benefit to the LCEDP to be realized from that operation, the LCEDP will make available up to \$25,000

(the "LCEDP Grants") to reimburse the Company for training, recruitment and relocation expenses incurred in connection with the Company's efforts to meet the employment commitments set forth in Section 1.2(a). Such amounts will be payable as follows:

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- (a) Within forty-five (45) days of receiving a Job Creation Certificate evidencing that the Company has met the Phase I Jobs Target, the LCEDP will pay to the Company \$7,500 (the "Phase I LCEDP Grant").
- (b) Within forty-five (45) days of receiving a Job Creation Certificate evidencing that the Company has met the Phase II Jobs Target, the LCEDP will pay to the Company an additional amount of \$5,000 (the "Phase II LCEDP Grant").
- (c) Within forty-five (45) days of receiving a Job Creation Certificate evidencing that the Company has met the Phase III Jobs Target, the LCEDP will pay to the Company an additional amount of \$12,500 (the "Phase III LCEDP Grant").

ARTICLE IV MISCELLANEOUS

Section 4.1 Governing Law. The governing law of this Agreement shall be the law of the State of Alabama, without regard to conflicts of law provisions.

Section 4.2 Severability. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect and for any reason whatsoever, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby, and in the event any such provision is held to be invalid, illegal or unenforceable, those Parties affected by such event shall exercise their best efforts to agree upon a provision in substitution for such invalid, illegal or unenforceable provision that is as near in economic benefit as possible to the provision found to be invalid, illegal or unenforceable.

Section 4.3 Notices. Any notice, request, demand, claim, or other communication hereunder shall be in writing and shall be deemed duly given or made (i) when personally delivered to the intended recipient (or an officer of the intended recipient), (ii) 6 days after it is sent by certified first class mail, return receipt requested, postage prepaid, (iii) 3 days after it is sent by recognized overnight courier service, or (iv) when sent by facsimile service (with such facsimile to be confirmed promptly in writing sent by mail or overnight courier as aforesaid), to the following addresses and recipients:

LIMESTONE COUNTY

Limestone County, Alabama
310 West Washington Street
Athens, Alabama 35611
Telephone: (256) 233-6400
Facsimile: (256) 233-6403
Attention: County Administrator

LIMESTONE COUNTY ECONOMIC
DEVELOPMENT PARTNERS, INC.

1806 Wilkinson Street
Athens, Alabama 35611
Telephone: (256) 232-2386
Facsimile: (256) 233-1034
Attention: Tom Hill, President
Carpenter Technology Corporation
1735 Market Street, 15th Floor
Philadelphia, Pennsylvania 19103
Telephone: (610) 208-2000
Facsimile: (610) 208-3716

CARPENTER TECHNOLOGY
CORPORATION

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Attention: James D. Dee
Vice President, General Counsel &
Secretary

With a copy to:

Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203
Telephone: (205) 521-8899
Facsimile: (205) 488-6899
Attention: Alex B. Leath, III

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to the provisions of this Section 4.3.

Section 4.4 Assignment. This Agreement is not assignable, except that the Company shall have the right at any time to assign all its rights and obligations in and to the Project and to transfer this Agreement or any part thereof to any affiliate of the Company that agrees to assume assigned obligations of the Company in and to the Project; and if so assigned, the Company shall continue to be responsible for the performance of the obligations of the Company under this Agreement unless specifically excused there from by the Local Authorities, to be expressed in writing and signed by an authorized representative of each of the Local Authorities.

Section 4.5 Binding Nature. It is the intention of the Parties that the commitments and obligations set forth herein shall be binding upon the Parties hereto and their respective successors and permitted assigns.

Section 4.6 Further Assurances. Each of the Local Authorities agrees to do all reasonable things and take all reasonable actions as permitted by law after the date hereof to address the matters contemplated herein, including the obtaining, execution and delivery of all necessary or desirable signatures, agreements, filings, consents, authorizations or approvals.

Section 4.7 No Third Party Beneficiaries. Other than as set forth in this Agreement, this Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

Section 4.8 Incorporation of Exhibit. The exhibit identified in this Agreement and attached hereto is incorporated herein by reference and made a part hereof. If any provision of this Agreement conflicts with or is inconsistent with any ancillary agreement relating to the matters contemplated hereby or with such exhibit, the terms, conditions and obligations set forth in this Agreement shall control.

Section 4.9 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and duly signed by an authorized representative of each of the Parties. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Section 4.10 Force Majeure. In the event of any Party hereto being rendered unable, wholly or in part, by reason of Force Majeure to carry out its obligations hereunder (other than the obligation to make payment of amounts due hereunder), or to meet the requirements to earn a

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payment or other commitment of another Party hereto, the obligations of the disabled party suffering such Force Majeure event shall be suspended during the continuance of any inability so caused, but for no longer period and/or the deadline to earn any such payments or other benefits shall be tolled for the period of such Force Majeure event and the deadline shall be extended for the period of such Force Majeure event; provided, however, that such Party suffering the Force Majeure event shall (i) deliver prompt notice, to the Party to whom the obligations are due, of the occurrence of such a Force Majeure event (such notice to describe the circumstances creating the event and the steps that such party proposes to take to eliminate the event or the effects thereof), (ii) use its best efforts to eliminate such event or the effects thereof and shall deliver periodic status reports regarding such efforts to the Party to whom the obligations are due, (iii) promptly deliver notice to the Party to whom the obligations are due when such event has been eliminated or has ceased to prevent the performance of the suffering Party's obligations and (iv) proceed to fulfill or perform such obligations as soon as reasonably practical after the event has been eliminated or has ceased to prevent the performance of the suffering Party's obligations.

Section 4.11 Costs and Expenses. Each Party agrees to pay its own costs and expenses incurred in connection with the proposals, responses, and negotiation of the transactions contemplated herein, including all costs and expenses incurred in connection with the preparation of this Agreement or otherwise.

Section 4.12 Entire Agreement. This Agreement (including any ancillary agreements and the exhibit referred to herein) constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof and supersedes any prior understandings, agreements or representations by or among the Parties hereto, whether written or oral to the extent they relate to the subject matter herein.

ARTICLE V DEFINITIONS

All initially capitalized terms not otherwise defined herein shall have the following meanings:

"Average Hourly Wage" shall be calculated by dividing total cash wages (which shall include overtime pay and bonuses, but shall not include Fringe Benefits) paid to all Full-Time Employees by the number of total hours worked by all Full-Time Employees.

"Commence Operations" or "Commencement of Operations" means that operations at the applicable Phase of the Project have begun with the intent to achieve the result and accomplish the purpose described in the Recitals of this Agreement.

"Force Majeure" means a matter which a Party is unable to control or anticipate, including acts of God, acts of terrorism, and extreme weather, but excluding unfavorable economic conditions.

"Fringe Benefits" shall include, but are not limited to, health insurance, retirement, life insurance, workers' compensation, unemployment compensation, and the employer portion of Federal Insurance Contribution Act taxes.

"Full-Time Employee" shall mean a person who is (a) being paid directly by the Company for not less than 36 hours per week, is employed at the Project, and who the Company identifies as its employee to the U.S. Internal Revenue Service or the Alabama Department of Revenue or the Alabama Department of Labor on returns or reports filed with the foregoing, including but not limited to, IRS Form 941, (b) an employee of a direct contractor of the Company who is paid by the Company's direct

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contractor for working at the Project for not less than 36 hours per work week, or (c) working under a contract with the Company for working at the Project for not less than 36 hours per work week. Notwithstanding the above, the definition of "Full-Time Employee" for purposes of this Agreement shall not include an unskilled temporary employee or a worker performing construction work on buildings or other structures which are intended to be part of the Project.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above indicated.

LIMESTONE COUNTY

By: _____
Name: _____
Its: _____

LIMESTONE COUNTY ECONOMIC DEVELOPMENT PARTNERS, INC.

By: _____
Name: _____
Its: _____

CARPENTER TECHNOLOGY CORPORATION

By: _____
Name: _____
Its: _____

EXHIBIT A

JOBS CREATION CERTIFICATE

I, _____, in my capacity as the _____ of CARPENTER TECHNOLOGY CORPORATION, a Delaware corporation (the "Company"), do hereby certify to LIMESTONE COUNTY, ALABAMA, a political subdivision of the State of Alabama (the "County"), and LIMESTONE COUNTY ECONOMIC DEVELOPMENT

PARTNERS, INC. ("LCEDP," and together with the County, the "Local Authorities") in accordance with the provisions of that certain Project Agreement dated _____, 2018, by and among the Company and the Local Authorities (the "Project Agreement"), as follows:

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1. The Company satisfied its employment commitments under Section 1.2(a) of the Project Agreement for Phase ____ of the Project by employing _____ Full-Time Employees earning an Average Hourly Wage of \$_____ by the Phase ____ Jobs Target Date.

2. The Average Hourly Wage information provided in this certificate is calculated in accordance with all applicable provisions of the Project Agreement.

3. Attached hereto is supporting documentation which demonstrates that the Company satisfied its employment commitments under Section 1.2(a) of the Project Agreement for Phase ____ of the Project.

4. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Project Agreement.

IN WITNESS HEREOF, the undersigned has executed and delivered to the Local Authorities this certificate this ____ day of _____, 20__.

CARPENTER TECHNOLOGY CORPORATION

By: _____

Name: _____

Its: _____

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye Jason Black, aye; and Ben Harrison, nay. Motion carries.

MOTION was made by Ben Harrison and seconded by Jason Black to approve the following Memorandum of Understanding with RSVP for the placement of volunteers, as the need arises, for the Limestone County Council on Aging's Meals on Wheels program. Authorize COA Director to sign MOU, retroactive July 2, 2018.

MEMORANDUM OF UNDERSTANDING (MOU)

BASIC PROVISIONS OF MEMORANDUM OF UNDERSTANDING

A. RSVP of Limestone County will:

1. Recruit, interview, and enroll RSVP volunteers and refer volunteers to the volunteer station.
2. Instruct RSVP volunteers in proper use of monthly reports, reimbursement guidance and program procedures.
3. Provide RSVP orientation to volunteer station staff prior to placement of volunteers, and at other times, as the need arises.
4. Furnish accident, personal liability, and excess automobile insurance coverage as

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required by program policies. Insurance is secondary coverage and is not primary insurance.

5. Periodically monitor volunteer activities at volunteer station to assess and/or discuss needs of volunteers and volunteer station.
6. Reimburse RSVP volunteers for transportation cost between their home and volunteer station in accordance with RSVP policies and as allowed by the budget, (if applicable)

B. The Volunteer Station will:

1. Implement orientation, in-service instruction or special training of volunteers.
2. Interview and make final decision on assignment of volunteers.
3. Furnish volunteers with materials required for assignment.
4. Provide a job description to the volunteer describing the responsibilities and duties of the assignment.
5. Provide supervision of volunteers on assignments.
6. Provide for adequate safety of RSVP volunteers.
7. Investigate and report any accidents and injuries involving RSVP volunteers immediately to the RSVP office. All reports will be submitted in writing.
8. Validate appropriate volunteer timesheets and reports for submission to RSVP office. Volunteers or volunteer stations representatives must submit forms to RSVP monthly.
9. If meals are provided to volunteers, please complete the following:
() Contributed meals are FEDERALLY FUNDED under:
 ___ Title III of the Older Americans Act OR ___ Other (federal) funding source
() Contributed meals ARE NOT PROVIDED BY FEDERAL FUNDS. Meals will be provided to RSVP volunteers at a free or reduced price when hours of service have been completed during
that day.
(**X**) Not applicable.

NOTE: The value of a free or reduced meal which is not provided by federal funds will be recorded by RSVP volunteers on their monthly Volunteer Time Sheet and verified by the Volunteer Station Supervisor. This process documents important in-kind support for RSVP.

C. Other provisions:

1. *Separation from Volunteer Service.* The volunteer station may request the removal of a RSVP volunteer at any time. The RSVP volunteer may withdraw from service at the Volunteer Station or from RSVP at any time. Discussion of individual separations will occur among RSVP staff, Volunteer Station staff and the Volunteer to clarify the reasons, resolve conflicts, or take remedial action, including placement with another Volunteer Station.
2. *Grievance Policy.* Station will follow the grievance policy of the RSVP program as outlined in the Handbook.
3. *In-Home Assignments:* When in-home assignments for volunteers are made, a letter of agreement will be signed by the parties involved. The document will authorize volunteer service in the home and identify specific volunteer activities, periods, and conditions of service.
4. *Inappropriate Activities:* The Volunteer Station will not request or assign RSVP volunteers to conduct or engage in religious, sectarian, or political activities.

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5. *Displacement of Employees.* The Volunteer Station will not assign RSVP volunteers to any assignment which would displace employed workers or impair existing contracts for services.

6. *Accessibility and Reasonable Accommodation:* The Volunteer Station will ensure that the facilities, programs and activities to which RSVP volunteers are assigned are accessible to persons with disabilities and/or provide reasonable accommodation to allow persons with disabilities to participate in programs and activities.

7. *Prohibition of Discrimination:* The Volunteer Station will not discriminate against RSVP volunteers or on the basis of race, color, national origin, sex, age, political affiliation, religion, sexual orientation, marital status, genetic information, parental status, language accommodation according to Title VI, military service or on the basis of disability if the volunteer is a qualified individual with a disability.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Ben Harrison, aye; Jason Black, aye; and Steve Turner, aye. Motion carries unanimously.

MOTION was made by Jason Black and seconded by Steve Turner to suspend the Rules to add a grant agreement to the agenda.

The Administrator called the roll. Jason Black, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Jason Black to authorize the Chairman to execute a grant agreement for Pryor Field Regional Airport from the Federal Aviation Administration, # 3-01-0024-027-2018, to reconstruct medium intensity taxiway lights. United States maximum obligation is \$441,000.

U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I - OFFER

Date of Offer	<u>July 5, 2018</u>
Airport/Planning Area	<u>Pryor Field Regional</u>
AIP Grant Number	<u>3-01-0024-027-2018</u>
DUNS Number	<u>142600365</u>

TO: Counties of Limestone and Morgan and Cities of Decatur and Athens, Alabama
(herein called the "Sponsor". The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

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WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 13, 2018, for a grant of Federal funds for a project at or associated with the Pryor Field Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Pryor Field Regional Airport (herein called the "Project") consisting of the following:

Reconstruct Medium Intensity Taxiway Lights (MITL) for Taxiways A, A1, A2, A3, A4 and A5, which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. Maximum Obligation. The maximum obligation of the United States payable under this Offer is \$441,000. The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
 - \$0 for planning
 - \$441,000 for airport development or noise program-implementation; and,
 - \$0 for land acquisition.
2. Period of Performance. The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. Ineligible or Unallowable Costs. The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. Indirect Costs - Sponsor. Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

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5. Determining the Final Federal Share of Costs. The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States¹ share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. Completing the Project Without Delay and in Conformance with Requirements. The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. Amendments or Withdrawals before Grant Acceptance. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. Offer Expiration Date. This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 5, 2018, or such subsequent date as may be prescribed in writing by the FAA.
9. Improper Use of Federal Funds. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. System for Award Management (SAM) Registration And Universal identifier.
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705—5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
12. Electronic Grant Payments). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the

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Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
15. Financial Reporting and Payment Requirements. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. Buy American. Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. Maximum Obligation Increase For Nonprimary Airports. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
18. Audits for Public Sponsors. The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
20. Ban on Texting While Driving.
 - A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

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1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.
21. AIP Funded Work Included in a PFC Application.
Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.
22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated March 2017, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
23. Employee Protection from Reprisal.
A. Prohibition of Reprisals-
1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
 3. Submission of Complaint—A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General-Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
 6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

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24. Consultant Contract and Cost Analysis. The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this. Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein.

Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

Rans D. Black
(Typed Name)

Manager, Jackson Airports District Office
(Title of FAA Official)

ASSURANCES AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on

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the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

PART II – ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurance, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 16th day of July 2018.

LIMESTONE COUNTY, ALABAMA

(Name of Sponsor)

By: Mark Yarbrough

(Typed Name of Sponsor's Authorized Official)

Title: Chairman

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Mark Maclin, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Alabama. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my

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opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Athens, Al (location) this 16th day of July 2018

By: _____
(signature of Sponsor's Attorney)

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Ben Harrison, aye; Jason Black, aye; and Steve Turner, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Jason Black to hire Trang Ozbun as a Corrections Officer, pending drug screening.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye Jason Black, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Jason Black to approve the following subdivision:

Name	S/D Type	Approval Type	Lots	District	Location
Legacy Grove Addition # 2	Major	Final	40	2	East side of Mooresville Rd

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Jason Black, aye; Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Steve Turner to remove the following equipment from inventory to trade-in on Kubota KX080-4R3A Excavator.

Department	Item	Inventory #
District 4	2012 CAT 305.5 Mini Excavator	99407103-446

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Ben Harrison, aye; Steve Turner, aye; and Jason Black, aye. Motion carries unanimously.

MOTION was made by Jason Black and seconded by Steve Turner to sell the following on GovDeals:

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Department	Item	Serial #
Maintenance	1996 Dodge Ram 1500	1B7HC16X2TS611676
Maintenance	2003 Ford F-150	1FTRX18W03NB32510

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Jason Black to sell the following on GovDeals:

Department	Item	Inventory #	Vin/Serial #
District 4	John Deere Crawler Dozer	4840-442	
District 4	1986 Ford F8000 Roll-Back		1FDYL80U9GVA55938
District 4	(2) 3 KW Diesel Generators		FZA18813

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Ben Harrison, aye; Jason Black, aye; and Steve Turner, aye. Motion carries unanimously.

MOTION was made Steve Turner and seconded by Jason Black to approve striping Mooresville Road from Huntsville-Brownsferry Road to US Highway 72. Length 2.44 miles and resurface and stripe turn lanes at Rolling Vista Drive and Grove Hill Lane. Total cost \$46,500 with 50% reimbursed by City of Athens.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Jason Black, aye; and Ben Harrison, aye. Motion carries unanimously.

Commissioner Turner recognized the East Limestone Volunteer Fire Department for its third-place finish in the Alabama Association of Volunteer Fire Departments State Fire Fighter Competition. He said they have assisted his district numerous times with downed trees and when water is over the roadways. When you see a volunteer fire fighter, let them know they are appreciated.

MOTION was made by Jason Black and seconded by Ben Harrison to approve striping on Huntsville-Brownsferry Road from Snake Road to Highway 31. Length 12.51 miles. Center and edge line total cost \$24,522.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Ben Harrison, aye; and Steve Turner, aye. Motion carries unanimously.

MINUTES, LIMESTONE COUNTY COMMISSION, JULY 16, 2018

Commissioner Black stated that the Limestone County Board of Education had approved for his district to assist in removing the damaged bleachers at Clements High School and recycle to cover the cost.

Commissioner Harrison stated his district is in the process of replacing two 48" metal culverts that have rotted on Coffman Road and Section Line Road. They may not replace the culvert on Section Line Road, but may do remedial efforts on.

Chairman Yarbrough thanked everyone for attending and more importantly for staying. So many times, people will come in, ask the Commission for something and leave. He stated the Commission will take the appropriation request under consideration as they put the FY 19 budget together.

Recessed at 10:36 a.m. until 10:00 a.m. on Wednesday, August 1, 2018, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, Alabama.