

<b>STATE OF ALABAMA</b>	)	<b>FRANKLIN COUNTY COMMISSION</b>
	)	<b>REGULAR MEETING</b>
<b>FRANKLIN COUNTY</b>	)	<b>JANUARY 20, 2026 8:30 AM</b>

**PRESENT:** Honorable Barry Moore, presiding as Judge of Probate and Chairman, and Messrs., Tracie Clark, Joseph Baldwin, Greg Hovater, and Grayson Murray, as Members.

**ALSO PRESENT:** Stratt Byars- Revenue Commissioner, Jason Baggett- County Engineer, Caleb Sherill- Assistant County Engineer, Gene Ward- Solid Waste Manager, Justin Trulove- Sheriff Department, Evan Hargett- County Attorney, Leah Mansell- County Administrator, and Jessica Thompson- Assistant County Administrator, , John Pilati- Franklin Free Press, Lisa Norton, Joey Norton, Cattleman’s Association- Michael Pounders, Barry Pounders, Jack Hargett, Terry Bolton, Caleb Beason, Phillip Hamilton, and Mark Hill.

**CALL TO ORDER**

Chairman Moore called the meeting to order.

**INVOCATION**

The meeting was opened in prayer by Member Greg Hovater.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Member Joseph Baldwin.

**ROLL CALL**

Chairman Moore stated that all Members are present.

**PUBLIC COMMENTS**

Chairman Moore started by reminding the Commissioners that their political annual reports are due.

Gene Ward requested to add an item to the agenda, he has been in contact with Town Creek about trading trucks. Mr. Ward stated that the Solid Waste has a spare truck that Town Creek is interested in and Town Creek has a satellite truck that Solid Waste could use. Gene states that he believes that they may be able to trade trucks plus receive money.

Chairman Moore stated that he needed to the contract with Charlotte Williams to the agenda.

Chairman Moore request to add the following items to the agenda:

1. Item 6- Solid Waste- Town Creek truck
2. Item 7- Charlotte Williams Contract

**APPROVAL OF AGENDA**

It is on motion of Mr. Joseph Baldwin, second by Mrs. Tracie Clark, unanimously ordered, adjudged and decreed by the board to approve to add Item 6- Solid Waste truck.

It is on motion of Mr. Greg Hovater, second by Mr. Grayson Murray, unanimously ordered, adjudged and decreed by the board to approve to add Item 7- Charlotte Williams contract.

It is on motion of Mr. Grayson Murray, second by Mrs. Tracie Clark, unanimously ordered, adjudged and decreed by the board to approve the overall agenda.

**APPROVAL OF MINUTES**

It is on motion of Mr. Joseph Baldwin, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the Board to approve the December 15, 2025 Regular Meeting Minutes.

**APPROVAL OF BILLS**

It is on motion of Mrs. Tracie Clark, second by Mr. Grayson Murray, unanimously ordered, adjudged and decreed by the Board to approve the December bills for payment.

**NEW BUSINESS**

**COMMISSION**

**MOBILE BREATH ALCOHOL TESTING DEVICE BIDS**

It is on motion of Mr. Joseph Baldwin, second by Mr. Grayson Murray, unanimously ordered, adjudged and decreed by the board to approve to table the bids for the Mobile Breath Alcohol Testing Devices for Highway Safety Grants. Leah explained that each of the three bidders are sending a sample breathalyzer to review.

**ANNUAL LEAVE PAYOUT POLICY**

It is on motion of Mrs. Tracie Clark, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the board to approve to approve the Annual Leave Payout Policy with requested to be submitted by August 30<sup>th</sup>.

Policy as follows:



## Annual Leave Payout Policy

Adopted at the January 20, 2026, Regular Meeting of the Franklin County Commission

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

Employee Name: \_\_\_\_\_ Department: \_\_\_\_\_

\*This policy is optional; it is not required to participate.

To be eligible for annual leave pay in lieu of time off, an employee must meet all of the following requirements:

- € An employee must have been employed in a full-time position earning annual leave for **one year** as of October 1 of current fiscal year.
- € An employee must have taken a minimum of **5 annual leave days** during the current fiscal year and by July 31<sup>st</sup>.
- € An employee must have a minimum of **one pay period** of annual leave remaining after payout.
- € An employee must request the annual leave payout by **August 30<sup>th</sup>**.
- € Payout in lieu of annual leave will be on employee's check in the **month of November**.

Total annual leave hours requested: \_\_\_\_\_ (maximum of 40 hours)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

For Internal Use Only

Received by Commission Office: \_\_\_\_\_ Entered into System: \_\_\_\_\_

**COUNTY MILEAGE RATE**

It is on motion of Mr. Grayson Murray, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the board to approve the County mileage rate sent down by the State of .725 per mile.

Mileage rate information as follows:



State of Alabama

# Comptroller

Kathleen D. Baxter, PhD, CGFM, CPM

9

## Mileage Rates

- **Effective January 1, 2026, the mileage rate is 72.5 cents per mile.**
- Effective January 1, 2025, the mileage rate is 70 cents per mile.
- Effective January 1, 2024, the mileage rate is 67 cents per mile.
- Effective January 1, 2023, the mileage rate is 65.5 cents per mile.
- Effective July 1, 2022, the mileage rate is 62.5 cents per mile.
- Effective January 1, 2022, the mileage rate is 58.5 cents per mile.
- Effective January 1, 2021, the mileage rate is 56 cents per mile.
- Effective January 1, 2020, the mileage rate is 57.5 cents per mile.
- Effective January 1, 2019, the mileage rate is 58 cents per mile.
- Effective January 1, 2018, the mileage rate is 54.5 cents per mile.
- Effective January 1, 2017, the mileage rate is 53.5 cents per mile.
- Effective January 1, 2016, the mileage rate is 54 cents per mile.
- Effective January 1, 2015, the mileage rate is 57.5 cents per mile.
- Effective January 1, 2014, the mileage rate is 56 cents per mile.
- Effective January 1, 2013, the mileage rate is 56.5 cents per mile.
- Effective July 1, 2011, the mileage rate is 55.5 cents per mile.
- Effective January 1, 2011, the mileage rate is 51 cents per mile.
- Effective January 1, 2010, the mileage rate is 50 cents per mile.
- Effective January 1, 2009, the mileage rate is 55 cents per mile.

State Comptroller's Office  
State of Alabama, Dept. Of Finance  
100 North Union Street, Suite 220  
Montgomery, AL 36130  
(334) 242-7063

### Links

Department of Finance

Governor's Office

**FRANKLIN COUNTY CATTLEMAN ASSOCIATION PROCLAMATION**

It is on motion of Mrs. Tracie Clark, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the board to approve the Franklin County Cattleman Association Proclamation. Chairman Moore read the proclamation and presented it to the attending Cattleman members.

Proclamation as follows:

# PROCLAMATION

**Recognizing the 75th Anniversary of the Franklin County Cattlemen's Association**

**WHEREAS**, the Franklin County Cattlemen's Association has faithfully served the agricultural community of Franklin County for seventy-five (75) years, promoting the beef cattle industry and supporting the livelihoods of local farmers and ranchers; and

**WHEREAS**, the Association has played a vital role in strengthening Franklin County's agricultural economy through education, advocacy, leadership development, and stewardship of land and livestock; and

**WHEREAS**, members of the Franklin County Cattlemen's Association have demonstrated a longstanding commitment to excellence in animal husbandry, conservation practices, and the production of safe, high-quality beef products; and

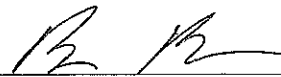
**WHEREAS**, the Association has fostered community engagement by supporting youth programs, including 4-H and FFA, encouraging the next generation of agricultural leaders and preserving Franklin County's rich farming heritage; and

**WHEREAS**, agriculture remains a cornerstone of Franklin County's history, culture, and economic stability, and the Franklin County Cattlemen's Association has been instrumental in advancing and sustaining this legacy;

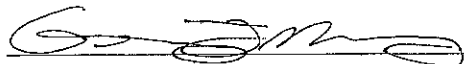
**NOW, THEREFORE, BE IT PROCLAIMED**, that the Franklin County Commission does hereby recognize and honor the Franklin County Cattlemen's Association for 75 years of dedicated service, leadership, and contributions to agriculture and the citizens of Franklin County; and

**BE IT FURTHER PROCLAIMED**, that January 24, 2026, is hereby designated as a day of recognition for the Franklin County Cattlemen's Association, and the Commission extends its sincere appreciation and best wishes for continued success in the years to come.

**IN WITNESS WHEREOF**, the Franklin County Commission has caused this proclamation to be adopted and signed on this 20<sup>th</sup> day of January in the year of our Lord two thousand twenty-six.



Judge Barry Moore  
Chairperson, Franklin County



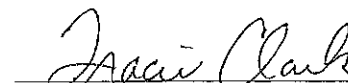
Commissioner Grayson Murray, District 1



Commissioner Greg Hovater, District 2



Commissioner Joseph Baldwin, District 3



Commissioner Tracie Clark, District 4

**COURTHOUSE**

**COURTHOUSE ANNEX ROOF REPAIR**

It is on motion of Mr. Greg Hovater, second by Mrs. Tracie Clark, unanimously ordered, adjudged and decreed by the board to approve the lowest responsible quote from Mid-American Roofing for \$21,632.00 for the roof repairs on the courthouse annex roof repair.

Quotes as follows:

Quotes on Courthouse Annex Roof Repairs

Baker's Roofing	22,200.00
MG Roofing	31,300.00
Mid-America Roofing	21,632.00

ESTIMATE

# BAKER'S ROOFING

2050 Hovater Mill Road • Russellville, AL 35653

Tommy Baker • (256) 332-6244

Cell: 256-627-2061

Date 12/10/25

Franklin Co. Commission

Russellville AL

DESCRIPTION	AMOUNT
Remove Shingles, Roof's Back of Court House A & B Buildings	
Repair Dackin if needed Install s/ce Shields at End of Roof's & Synthetic Paper on Remnants of Roof with New Flashing & Architectural Shingles & Vented Ridge Cap. & Dispose of trash	
<u>TB</u>	TOTAL <u>22,200.00</u>

Signature



Date: December 8, 2025
Estimator: Lynda Ingle
Phone: 256-381-0379
Email: lingle@mgroofing.net

Customer
Name: Bill Cheatham
Company Name: Franklin County Courthouse
Street Address: 401 N Jackson Ave
City, ST, Zip: Russellville, AL 35653
Phone: 256-324-0088
Email: fcm@franklincountyal.gov

Project
Franklin County Courthouse Shingle Reroof Approximately 4,599sf +/-

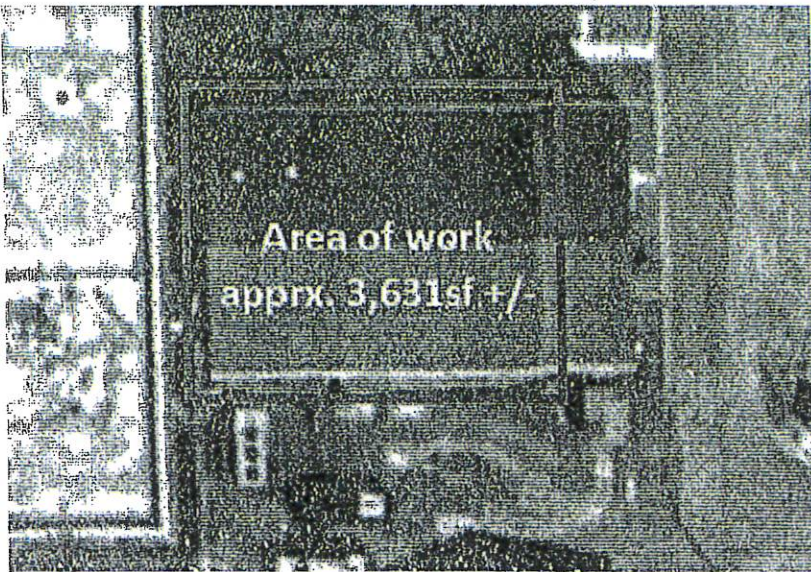
DESCRIPTION
<p>We propose to provide all labor and materials for this project as described below.</p> <p><b>At Main Roof:</b></p> <ol style="list-style-type: none"> <li>1. Tear off existing shingle roof down to deck.</li> <li>2. All gutters, drip edge, and counter flashing to be retained.</li> <li>3. Install new synthetic underlayment to entire area of work.</li> <li>4. Install new ice and water shield at ridge, eave, and gables.</li> <li>5. Install new architectural shingles to entire area of work.</li> <li>6. Fabricate and install new 24-gauge prefinished metal curb flashings.</li> <li>7. Dispose of all trash and debris associated with this project.</li> </ol> <p><b>At Low Roof:</b></p> <ol style="list-style-type: none"> <li>8. Tear off existing shingle roof down to deck.</li> <li>9. All gutters, drip edge, and counter flashing to be retained.</li> <li>10. Move one rooftop penetration to at least sixteen inches from wall.</li> <li>11. Install new synthetic underlayment to entire area of work.</li> <li>12. Install new ice and water shield at ridge, eave, and gables.</li> <li>13. Install new architectural shingles to entire area of work.</li> <li>14. Fabricate and install new 24-gauge prefinished metal step-flashings.</li> <li>15. Caulk as many cracks in mortar of adjoining brick wall as can be reached from roof.</li> <li>16. Dispose of all trash and debris associated with this project.</li> </ol> <p style="text-align: center;"><b>Base Bid: \$31,300.00</b></p> <p>If we can be of further assistance, please contact us at your convenience.</p>

ACCEPTED BY: \_\_\_\_\_  
Printed Name

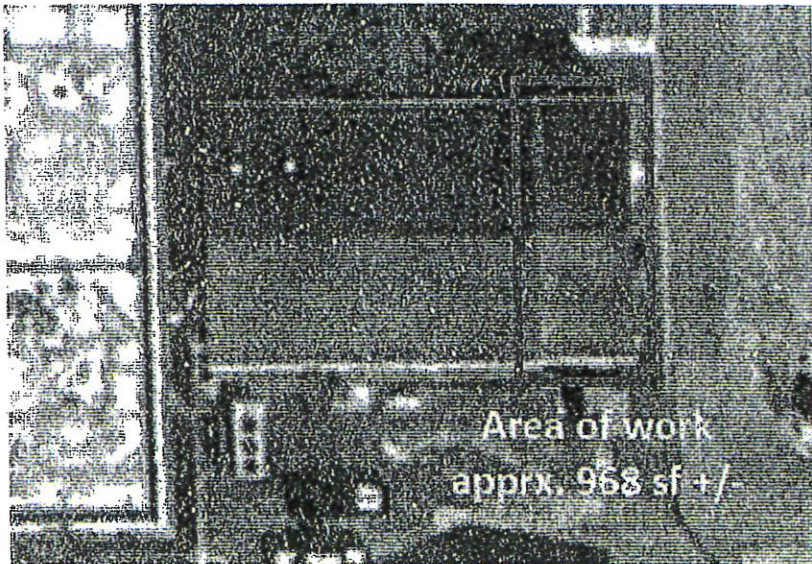
Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

2714 Avalon Ave.  
Muscle Shoals, Alabama 35661  
256-381-0379



*Figure 1 Main Roof Area of Work*



*Figure 2 Low Roof Area of Work*

2714 Avalon Ave.  
Muscle Shoals, Alabama 35661  
256-381-0379

\$21,632.00

total



4453 Highway 21  
Russellville, AL 35653  
Phone: 256-356-8011  
Fax: 256-356-9839

110 Bolton Street  
Sheffield, AL 35660  
Phone: 256-383-6336  
Fax: 256-383-6334

Toll Free: 800-903-5068 • [www.midamericaroofting.net](http://www.midamericaroofting.net)

**Franklin County Courthouse**

Address:

410 North Jackson Highway

Date 12/17/2025

Building A Scope of work



4453 Highway 21  
Russellville, AL 35663  
Phone: 256-356-8011  
Fax: 256-356-9839



110 Bolton Street  
Sheffield, AL 35660  
Phone: 256-383-6336  
Fax: 256-383-6334

Toll Free: 800-903-5068 • [www.midamericaroofting.net](http://www.midamericaroofting.net)

**Scope of Work (Building A): Small Slope on left side of Building Pictured Above**

- Remove existing roofing to deck
- Inspect all decking and replace as needed at \$60/sheet
- Install GAF Stormguard (60 mil) to all rakes, eaves, and ridge
- Move one 4" vent pipe away from brick wall over at least 16"
- Replace step flashing with new 24-gauge pre-finished metal step-flashing
- Install synthetic felt with 1 1/4" nail caps on all areas
- Install TAMKO Titan XT Limited Lifetime Architectural Shingles
  - o 6 nail fastening method
- Current gutters and drip edge will remain
- New boots and flashing to all penetrations
- Caulk cracks in brick mortar lines as far as can be reached safely
- Clean up debris and magnetize perimeter
- Provide 3-Year Mid-America Roofing, Inc. Workmanship Warranty
- Provide TAMKO Limited Lifetime Warranty

**Total: \$6,932.00**

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

Mid-America Roofing, Inc.  
Contractor Signature

\_\_\_\_\_  
Date

4453 Highway 21  
Russellville, AL 35653  
Phone: 256-356-8011  
Fax: 256-356-9839



110 Bolton Street  
Sheffield, AL 35660  
Phone: 256-383-6336  
Fax: 256-383-6334

Toll Free: 800-903-5068 • [www.midamericaroofting.net](http://www.midamericaroofting.net)

**Franklin County Courthouse**

**Address:**

410 North Jackson Highway

Date 12/17/2025

Building B Scope of work





4453 Highway 21  
Russellville, AL 35653  
Phone: 256-356-8011  
Fax: 256-356-9839

110 Bolton Street  
Sheffield, AL 35660  
Phone: 256-383-6336  
Fax: 256-383-6334

Toll Free: 800-903-5068 • [www.midamericaroofting.net](http://www.midamericaroofting.net)

**Scope of Work (Building B):**

- Remove existing roofing to deck
- Inspect all decking and replace as needed at \$60/sheet
- Install GAF Stormguard (60 mil) to all rakes, eaves, and ridge
- Install synthetic felt with 1 1/4" nail caps on all areas
- Install TAMKO Titan XT Limited Lifetime Architectural Shingles
  - 6 nail fastening method
- Install new pipe boots and flashing to all penetrations
- Clean up debris and magnetize perimeter
- Provide 3-Year Mid-America Roofing, Inc. Workmanship Warranty
- Provide TAMKO Limited Lifetime Warranty

---

**Total:        \$14,700.00**

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

Mid-America Roofing, Inc.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date



## IMPORTANT INFORMATION REGARDING THE INSTALLATION OF YOUR NEW ROOF

**CONTACTS:** If you have any questions during your roofing job, please call your sales representative or the office immediately.

Office Number: 256-356-8011

Sales Rep Name & Number: \_\_\_\_\_

**SHINGLES:** There are usually two types of shingles sent to your job. One is a three-tab shingle that is used as the starter shingle. The other shingles are the brand and style shingles you requested to be installed. The main types are 20 year 3 tab and the 30-year architectural shingles.

**GUTTER GUARDS/HELMETS:** Wire or plastic that has been installed over gutters by a homeowner is very difficult to reinstall. Many times guards are damaged and or missing. Roofers will do their best to reinstall as they were. If a professional has installed Gutter guards or Gutter Helmets, it is the customer's responsibility to contact the company that installed them to have them remove and reinstall at the owners expense. If this is an insurance claim, your sales rep can assist you with adding this to your claim.

**EXISTING STRUCTURE:** When your replacing your roof, it may become apparent that you have dips in your decking or your rafters are not level. This has nothing to do with the new roof. Rather it is a function of your original framing and or settling of your home. At times, siding that may be on your walls or around your chimney or possibly the chimney cap will be leaking. All flashing at roof deck will be inspected and replaced as needed.

**ACCESS:** Your contract price is figured utilizing access to your driveway for our trucks, as well as electricity. If exterior plugs are not available, please run an extension cord through a window or door.

**WIRING AND AIR CONDITIONING LINES:** Electrical, plumbing, telephone, security lines and air conditioning lines should not be installed directly underneath the roof deck. It is the customer's responsibility to be sure that all lines are at least 3 inches from the roof decking. We are not responsible for the puncture of improperly installed line or lines within 3 inches of the roof deck. Mid America Roofing is not licensed to do electrical work. We can provide the customer with a licensed electrician at an additional charge for these services.

**TREES & SHRUBS:** If you have low hanging branches over your roof, some trimming may be necessary. Our men will only cut limbs, which limit our liability to do an efficient and workmanlike job. In some cases, you may prefer to have the tree or trees trimmed by professionals before we begin the job.

**THE SIGN:** Placing a sign on your property is the first step in re-roofing your home. We are proud of our name, this job, and the work we do.

**TEAR OFF:** When it is necessary to remove your existing roof or roofs, debris will fall through your lath or decking or attic. We suggest covering or removing any items that require protection. There will be thorough clean up of the exterior of your premises, however, we can only pick up approximately 98% of the nails that fall around the premises.

**LIGHT FIXTURES, MIRRORS, & PICTURES:** These items can fall if not firmly attached to the wall or ceilings. We suggest that you check to make sure they are secured. If in doubt, take them down. We cannot assume responsibility for these items as a result of re-roofing. Small cracks or crow's feet will sometimes appear in older plaster and sometimes small particles of the acoustical ceiling may fall.

**SOLAR PANELS:** Arrangements to remove and replace solar panels are the responsibility of the owner.

**Antennas:** We remove and reinstall antennas up to 20 feet in height. We are NOT responsible for the lead wire breaking if it occurs. We remove and reinstall satellite dishes in current location, but are not responsible for dish realignment.

**VENTS: GAS DANGER!** At the end of each workday and upon completion of your job, please check the interior connections of your heater dryer and hot water heater vent pipes.

**PETS:** If you have any pets, please be sure to leave them in a secure place while your roof is being put on. We are not responsible for the well being of and/or your pets getting out.

**SKYLIGHTS:** The price to replace skylights does not include interior trim, drywall or paint. Sometimes the new skylight will not line up the same as the old. Ask your salesperson for pricing.

**POWER OUTAGE:** At the end of each workday and at the completion of job, please check all breakers. Mid America Roofing, Inc. is NOT responsible for appliances, I.E. refrigerators that go out that may result in spoiled food, due to loss of power.

**LEFT OVER MATERIAL:** Our proposals are based on a job complete. Any leftover materials remain the property of Mid America Roofing, Inc. unless otherwise stated in your contract. Generally we send more material to the job site than estimated to make sure that the crews have what they need.

**HIGHWAY DEPARTMENT**

**FY2025 REBUILD ALABAMA ANNUAL REPORT**

It is on motion of Mr. Joseph Baldwin, second by Mrs. Tracie Clark, unanimously ordered, adjudged and decreed by the board to approve to the FY2025 Rebuild Alabama Annual Report.

Report as follows:



**FY2026 REBUILD ALABAMA GRANT APPLICATION**

It is on motion of Mr. Greg Hovater, second by Mr. Grayson Murray, unanimously ordered, adjudged and decreed by the board to approve to the FY2026 Rebuild Alabama Grant application.

Application as follows:

COUNTY ENGINEER  
Jason Baggett



TELEPHONE - (256) 332-8434  
EMAIL - jasonb@franklincountyal.org

Franklin County Highway Department  
P.O. BOX 717  
RUSSELLVILLE, ALABAMA 35653

January 12, 2026

Local Transportation Bureau  
Attn: Bradley B. Lindsey, P.E.  
Alabama Department of Transportation  
1409 Coliseum Boulevard – Room 110  
Montgomery, AL 36110


RE: FY2026 Rebuild Alabama Act Annual Grant Program Application

Dear Mr. Lindsey:

Please find the enclosed application for the proposed resurfacing project in Franklin County. We are so thankful to have the RAA annual grant project, and we are excited to submit our project for consideration this year. Our project includes leveling, resurfacing, shoulders, and traffic striping on Hwy 23 from AL-24 to AL-247.

Thank you so much for your help and if you have any questions or need any additional information, please let me know.

Sincerely,

  
Jason Baggett, PE  
County Engineer

Cc: File

The Alabama Department of Transportation  
FY 2026

Rebuild Alabama Act (RAA) Annual Grant  
Program Application



Franklin County Commission  
Franklin County, Alabama

Prepared By:  
Franklin County Highway Department  
900 Park Blvd. NE Russellville, AL 35653

**A. Sponsoring Local Governmental Entity**

Sponsor Entity: Franklin County Commission  
Chairman: Barry Moore  
Mailing Address: P.O. Box 1028 Russellville, AL 35653  
Sponsor Contact: Jason Baggett  
Mailing Address: P.O. Box 717 Russellville, AL 35653  
Phone: 256-332-8434  
Email: jasonb@franklincountyal.org

Project Manager: Jason Baggett, PE  
Title: County Engineer  
Address: 600 Park Blvd. NE Russellville, AL 35653  
Phone: 256-332-8434  
Email: jasonb@franklincountyal.org

**B. Project Description**

This proposed project is to resurface and traffic stripe Hwy 23 from AL-24 to AL-247 in Franklin County, Alabama. The proposed project is approximately 3.50 miles in length and will include placing a 2” binder leveling layer over the entire length of the project. Then a 1.5” bituminous concrete wearing layer will be placed from AL-24 to Ledbetter Road, and a bituminous surface treatment will be placed from Ledbetter Road to AL-247. The project will also include shoulder material and traffic striping. Hwy 23 is owned and maintained by the Franklin County Highway Department and no work will begin prior to the application being awarded if funded.

**C. Preliminary Construction Estimate**

The sponsor is requesting \$350,000.00 of RAA Annual Grant Program Funds. The sponsor is committed to including an additional \$100,000.00 in matching funds plus other contributions and any overruns associated with the project if awarded. The additional funds will come from the sponsors’ local sales tax fund. The project will be let locally by contract. Please see the detailed construction estimate in Appendix A including the RRA program funds requested.

**Annual Grant Funding Snapshot:**

RA Funds Requested (no match required – max \$250,000):	<u>\$250,000</u>
RA Funds Requested (match required – max \$100,000):	<u>\$100,000</u>
Local Matching Funds (match – max \$100,000):	<u>\$100,000</u>
Other Contributions (Local Sales Tax):	<u>\$46,910</u>
<b>Total Project Estimate:</b>	<b><u>\$496,910</u></b>

**D. Project Phases That Could Adversely Impact The Project's Progression**

The project is a standard resurfacing project with all work to be completed within the limits of existing right-of-way. There are no known environmental, right-of-way, construction easements, utility relocation's, etc. that are known to adversely impact the project's progression.

**E. Life Expectancy / Maintenance Plan**

The life expectancy of the project is to be extended for 15-20 years. The Franklin County Highway Department is the agency responsible for the maintenance for the referenced county road in this grant application. The county's funding for maintenance efforts comes from gas taxes and local sales taxes allocated for roadway maintenance.

**F. Additional Sponsor Comments/Attachments**

On November 4, 2024, AL-247 was closed for the bridge replacement over Little Bear Creek near Red Bay, AL. The closure lasted over a year, reopening on November 24, 2025. Although the official commercial detour was to use AL-24 to US-43 to US-72, and vice versa, there was still a significant increase in commercial traffic in addition to the increased local traffic on the surrounding local county roads. Of those local county roads Hwy 23 was significantly used based on its location and ease to navigate from AL-247 to AL-24. During the time AL-247 was closed the Franklin County Highway Department had continuous maintenance projects on Hwy 23 to keep a reasonably safe travel way and to ease the inconvenience of the state road closure. These continuous maintenance projects totaled nearly \$50,000 in materials alone with multiple days of labor and equipment provided by county forces. (See Appendix B for County Work Order Cost Reports)

Please see Appendix C for additional Letters of Project Support.

**G. Project Location Maps / Site Photos / Typical Sections**

Please see Appendix D for a Project Location Map  
Please see Appendix E for Site Photos  
Please see Appendix F for Proposed Typical Section

# **Index To Appendix**

Appendix A:	Preliminary Construction Estimate
Appendix B:	County Work Order Cost Report
Appendix C:	Letters of Project Support
Appendix D:	Project Location Map
Appendix E:	Site Photos
Appendix F:	Proposed Typical Sections

## **Appendix A**

### Preliminary Construction Estimate

<p align="center"><b>Engineers Estimate</b>  <b>January 12, 2026</b>  <b>Scope of Work: Resurfacing Hwy 23 (From AL-24 To AL-247)</b>  <b>18,485 Lin. Ft. (19' Wide)</b></p>	<p><b>Engineers Estimate of Cost:</b> This cost estimate represents the Engineers Estimate of Costs as of the date of this estimate. The costs may escalate or deescalate during the time between the date of this estimate and the actual work being performed. The estimate is based on the best information available as of the date of the estimate and does not account for possible changes in the scope of the project.</p>
--	--

Item No.	Description	Quantity	Units	Unit Price	Total Cost
401B-118	Bituminous Treatment GD (With Polymer Additive)	29950	SQ. YD.	\$4.00	\$119,800.00
424A-340	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B (165 LBS/SY)	750	TON	\$90.00	\$67,500.00
424B-644	Superpave Bituminous Concrete Upper Binder Layer, Leveling, 1" Maximum Aggregate Size Mix, ESAL Range A/B (220 LBS/SY)	4295	TON	\$82.00	\$352,190.00
430B-042	Aggregate Surfacing (Crushed Aggregate Base, Type A)	500	TON	\$36.00	\$18,000.00
600A-000	Mobilization	1	LS	\$15,000.00	\$15,000.00
701A-034	Solid Yellow, Class 2T, Type A Traffic Stripe	7	MILE	\$3,100.00	\$21,700.00
701C-001	Solid Temporary Traffic Stripe	14	MILE	\$1,150.00	\$16,100.00
703A-004	Traffic Control Markings, Class 2T, Type A	48	SQ. FT.	\$12.50	\$600.00
703D-001	Temporary Traffic Control Markings	48	SQ. FT.	\$10.00	\$480.00
705A-037	Pavement Markers, Class A-H, Type 2-D	465	EA	\$6.00	\$2,790.00
740B-000	Construction Signs	150	SQ. FT.	\$17.00	\$2,550.00
	<b>Total Project</b>				<b>\$496,910.00</b>

<b>RA Funds Requested (No Match Required)</b>	<b>\$250,000.00</b>
<b>RA Funds Requested (Match Required)</b>	<b>\$100,000.00</b>
<b>Local Funds (Match Required)</b>	<b>\$146,910.00</b>

- Notes: 1) AL-24 to Ledbetter Road - 2" Binder Leveling w/ 1.5" Wearing Surface  
2) Ledbetter Road to AL-247 - 2" Binder Leveling w/ Bituminous Treatment GD

## **Appendix B**

### County Work Oder Cost Report

## Summary of Cost

		County Forces & Materials			
Road	Description of Work	Labor	Equipment	Materials	Total
Hwy 23	Pothole Patching	\$ 1,682.66	\$ 2,619.12	\$ 4,278.78	\$ 8,580.56
Hwy 23	Leveling - Report 1	\$ 4,484.76	\$ 17,933.68	\$ 21,003.84	\$ 43,422.28
Hwy 23	Leveling - Report 2	\$ 6,055.10	\$ 28,046.10	\$ 24,306.60	\$ 58,407.80
Total		\$ 12,222.52	\$ 48,598.90	\$ 49,589.22	\$ 110,410.64

Notes:

- 1) Attached are detailed cost report for each description of work.

**END PROJECT**  
STA: 185+85

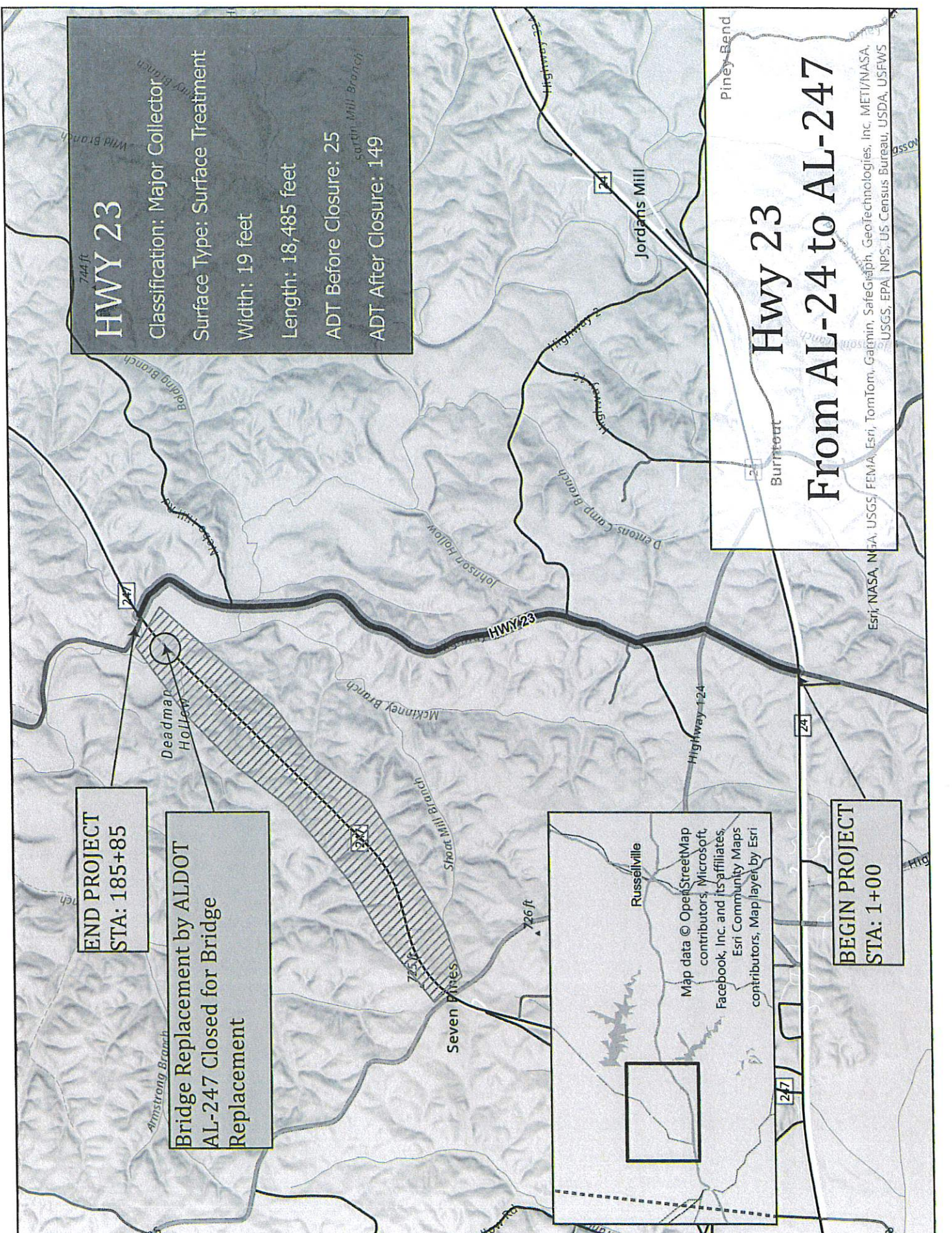
**Bridge Replacement by ALDOT  
AL-247 Closed for Bridge  
Replacement**

**HWY 23**  
744 ft  
Classification: Major Collector  
Surface Type: Surface Treatment  
Width: 19 feet  
Length: 18,485 feet  
ADT Before Closure: 25  
ADT After Closure: 149

**Russellville**  
Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates, Esri Community Maps contributors, Maplayer by Esri

**BEGIN PROJECT**  
STA: 1+00

**Hwy 23**  
**From AL-24 to AL-247**



Esri, NASA, NOAA, USGS, FEMA, Esri, TomTom, Garmin, SafeGraph, Geotechnologies, Inc. METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USEWS

**FLOODPLAIN DEVELOPMENT ORDINANCE**

It is on motion of Mr. Joseph Baldwin, second by Mr. Grayson Murray, unanimously ordered, adjudged and decreed by the board to approve to give authority to Jason Baggett to revise and update the Floodplain Development Ordinance.

Ordinance as follows:



# FRANKLIN COUNTY

## FLOODPLAIN DEVELOPMENT ORDINANCE

January 20, 2026

*Prepared by:*

Jason Baggett, PE

County Engineer

**TABLE OF CONTENTS**

	<u>PAGE</u>
<b>ARTICLE 1</b>	<b>STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE &amp; OBJECTIVES.....3</b>
	<u>SECTION A</u> : STATUTORY AUTHORIZATION .....3
	<u>SECTION B</u> : FINDINGS OF FACT .....3
	<u>SECTION C</u> : STATEMENT OF PURPOSE.....4
	<u>SECTION D</u> : OBJECTIVES .....4
<b>ARTICLE 2</b>	<b>GENERAL PROVISIONS .....6</b>
	<u>SECTION A</u> : LANDS TO WHICH THIS ORDINANCE APPLIES.....6
	<u>SECTION B</u> : BASIS FOR SPECIAL FLOOD HAZARD AREAS .....6
	<u>SECTION C</u> : ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT .....6
	<u>SECTION D</u> : COMPLIANCE.....6
	<u>SECTION E</u> : ABROGATION AND GREATER RESTRICTIONS .....6
	<u>SECTION F</u> : INTERPRETATION .....7
	<u>SECTION G</u> : WARNING AND DISCLAIMER OF LIABILITY .....7
	<u>SECTION H</u> : PENALTIES FOR VIOLATION.....7
	<u>SECTION I</u> : SAVINGS CLAUSE .....10
<b>ARTICLE 3</b>	<b>ADMINISTRATION.....11</b>
	<u>SECTION A</u> : DESIGNATION OF FLOODPLAIN ADMINISTRATOR .....11
	<u>SECTION B</u> : FLOODPLAIN DEVELOPMENT PERMIT PROCEDURES .....11
	<u>SECTION C</u> : DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR .....14
<b>ARTICLE 4</b>	<b>PROVISIONS FOR FLOOD HAZARD REDUCTION.....19</b>
	<u>SECTION A</u> : GENERAL STANDARDS .....19
	<u>SECTION B</u> : SPECIFIC TECHNICAL STANDARDS.....20
	<u>SECTION C</u> : FLOODWAYS.....26
	<u>SECTION D</u> : BUILDING STANDARDS FOR STREAMS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS .....27
	<u>SECTION E</u> : STANDARDS FOR AREAS OF SHALLOW FLOODING.....28
	<u>SECTION F</u> : STANDARDS FOR SUBDIVISIONS AND OTHER DEVELOPMENT .....29
<b>ARTICLE 5</b>	<b>VARIANCE PROCEDURES.....30</b>
	<u>SECTION A</u> : DESIGNATION OF VARIANCE AND APPEALS BOARD .....30
	<u>SECTION B</u> : DUTIES OF BOARD.....30
	<u>SECTION C</u> : CONDITIONS FOR VARIANCES .....30
	<u>SECTION D</u> : VARIANCE PROCEDURES .....31
	<u>SECTION E</u> : VARIANCES FOR HISTORIC STRUCTURES .....32
	<u>SECTION F</u> : VARIANCE NOTIFICATION AND RECORDS .....32



**FLOODPLAIN DEVELOPMENT ORDINANCE**

Franklin County  
Ordinance No. 24-001

**ARTICLE 1**

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

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

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

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

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

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

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

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

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

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

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

**SECTION D**            **OBJECTIVES**

The objectives of this Ordinance are to:

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

- (5) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (6) Minimize prolonged business interruptions; and
- (7) When asked for assistance regarding flood risk, ensure that potential home buyers are aware that a property is in an area subject to flooding.

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

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

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

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

The SFHAs identified by FEMA in Franklin County's **Flood Insurance Study (FIS)**, dated September 29, 2010, with accompanying Flood Insurance Rate Maps (FIRMs) and other supporting data **and any revision thereto**, are adopted by reference and declared a part of this Ordinance. For those lands acquired by a municipality through annexation, the current effective FIS and data for Franklin County are hereby adopted by reference. Community Flood Hazard Areas may also be regulated as SFHAs. FEMA encourages communities to adopt areas prone to flooding to be added to the FIRMs. They may include those areas known to have flooded historically or that have been defined through standard engineering analysis by a professional engineer, licensed to practice in the State of Alabama; or by governmental agencies or private organizations that are not yet incorporated into the FIS or otherwise designated by the community.

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

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

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

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

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

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

**SECTION F. INTERPRETATION**

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

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

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

**SECTION H. PENALTIES FOR VIOLATION**

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

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

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

- (2) Notice of Violation. If the community determines that an applicant or other responsible party for the development has failed to comply with the terms and conditions of a Floodplain Development Permit, or otherwise not in accordance with the provisions of this Ordinance, it shall issue a written Notice of Violation, by certified return receipt mail, to such applicant or other responsible person. Where the person is engaged in activity covered by this Ordinance

without having first secured a Floodplain Development Permit, the notice shall be served on the owner or the party in charge of the activity being conducted on the site. Therefore, any work undertaken prior to submission and approval of an official Floodplain Development Permit by the Franklin County or otherwise not in accordance with this Ordinance shall constitute a violation of this Ordinance and be at the permit holder's risk. The notice of violation shall contain:

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

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

immediate action is required) to cure such violation.

In the event the applicant or other responsible party fails to cure such violation after such notice and cure period, Franklin County may take or impose any one or more of the enforcement actions or penalties listed below.

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

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

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

- v. Notice of violation, and a statement regarding the prospective denial of insurance.

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

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

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

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

**ARTICLE 3**  
**ADMINISTRATION**

**SECTION A      DESIGNATION OF FLOODPLAIN ADMINISTRATOR**

The Franklin County Highway Department / County Engineer is hereby appointed to administer and implement the provisions of this Ordinance. The Franklin County Highway Department / County Engineer shall hereto after be referred to as the Floodplain Administrator in this Ordinance.

**SECTION B      FLOODPLAIN DEVELOPMENT PERMIT PROCEDURES**

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

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

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

columns/posts/piers/piles/shear walls) and description of any flood openings required in accordance with Article 4, Sections B(1) and B(3) when solid foundation perimeter walls are used.

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

(2) Construction Stage

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

- (a) When flood-proofing is utilized for non-residential structures, said certification shall be prepared by professional engineer, who is licensed to practice in the State of Alabama, or architect, who is registered to practice in the State of Alabama.
- (b) **Any work undertaken prior to submission of these certifications shall be at the Floodplain Development Permit holder's risk.**
- (c) The Floodplain Administrator shall review the above referenced certification data submitted. Deficiencies detected by such review shall be corrected by the Floodplain Development Permit holder immediately and prior to further work being allowed. Failure to submit certification or failure to make the required corrections, shall be cause to issue a Notice of Violation and/or Stop-Work Order for the project.
- (d) The Floodplain Administrator shall make **periodic inspections** of projects during construction throughout the SFHAs within the jurisdiction of the community to ensure that the work is being done according to the provisions of this Ordinance and

the terms of the Floodplain Development Permit. Members of the inspections/engineering department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of Franklin County during normal business hours of the community for the purposes of inspection or other enforcement action.

- (e) The Floodplain Administrator may **revoke and require the return of the Floodplain Development Permit** by notifying the permit holder in writing stating the reason(s) for the revocation. Floodplain Development Permits shall be revoked for any departure from the approved application, plans, and specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any Floodplain Development Permit mistakenly issued in violation of an applicable State or local law may also be revoked.

(3) Finished Construction

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

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

(4) Retention of Records

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

## SECTION C

### DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

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

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

- (b) A post-construction elevation certificate is required to be kept with the Floodplain Development Permit file and Certificate of Compliance Letter in perpetuity; a pre-construction elevation certificate can be used to ensure the correct elevation for the lowest floor and machinery along with the correct number of vents that will be used.
- (7) Verify and record the actual elevation, in relation to mean sea level to which any new or substantially improved non-residential structures have been elevated or floodproofed, in accordance with Article 3, Section B, or Article 4, Sections B(2) and E(2).
- (8) When floodproofing is utilized for a non-residential structure, the Floodplain Administrator shall obtain certification of design criteria from a professional engineer, licensed to practice in the State of Alabama, or licensed architect, registered to practice in the State of Alabama, in accordance with Article 3, Section B(1) and Article 4, Section B(2) or E(2).
- (9) Notify adjacent communities and the Alabama Department of Environmental Management and the appropriate district office of the U.S. Army Corps of Engineers prior to any alteration or relocation of a watercourse. Submit evidence of such notification to FEMA and the NFIP State Coordinator's Office (Alabama Department of Economic and Community Affairs, Office of Water Resources).
- (10) For any altered or relocated watercourse, submit engineering data/analysis within six (6) months after completion of the project to FEMA and State to ensure accuracy of community flood maps through the Letter of Map Revision process. Assure flood carrying capacity of any altered or relocated watercourse is maintained following completion of the project.
- (11) Where interpretation is needed as to the exact location of boundaries of the SFHA (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the Floodplain Administrator shall make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Ordinance.
- (12) All records pertaining to the provisions of this Ordinance shall be maintained, in perpetuity, at the office of the Floodplain Administrator and shall be available for public inspection when requested.
- (13) For **any** improvements made to **existing construction** located in the SFHA (as established in Article 2, Section B) ensure that a Floodplain Development Permit is obtained. If the property owner (or builder) fails to obtain a floodplain development permit, it is incumbent upon the Floodplain Administrator (when the delinquency is discovered) to issue a stop work order and Notice of Violation (as established in Article 2, Section H) to the owner (or builder) until such time as one has been applied for and issued. The property owner will be responsible to remedy any violation resulting from work done prior to issuance of a permit before the Floodplain Administrator withdraws the stop work order and the improvements

are permitted to proceed. Also, **conduct Substantial Improvement (SI)** (as defined in Article 6 of this Ordinance) **reviews and analysis of all structural Floodplain Development Permit applications.** Require that all mitigation measures necessary as part of the SI requirements be included in the Floodplain Development Permit. Maintain a record of the SI calculations and comments within the Floodplain Development Permit File in accordance with Section B(3)e of this Article.

- (14) For **any residential and nonresidential structures** located in the SFHAs that are damaged from any source, natural hazard or man-made, **conduct Substantial Damage (SD)** (as defined in Article 6 of this Ordinance) **assessments.**
- (a) The Floodplain Administrator shall ensure that Floodplain Development Permits are obtained, in accordance with this Ordinance, prior to any repairs commencing.
  - (b) Make SD determinations **whenever structures within the SFHA area are damaged** by any cause or origin. SD determinations shall not be waived to expedite the rebuilding process during a post-disaster recovery or for any other reason.
  - (c) If the community has a large number of buildings in their SFHA that have been damaged, they should decide in advance how best to handle permitting and inspecting damaged buildings for substantial damage determinations.
  - (d) If required, a **moratorium may be placed on all non-disaster** related construction permits until the community has sufficiently completed its SD determinations.
  - (e) The SD determinations should be performed immediately after the damage-causing event or other cause of damage.
  - (f) The community shall utilize **methods and tools** for collecting building data and performing analyses that will provide **reasonable and defensible SD determinations.** Those tools shall be capable of generating reports for record-keeping purposes and to provide to the applicable property owners if requested.
  - (g) Maintain a record of the SD calculations within Floodplain Development Permit Files in accordance with Section B(3)(e) of this Article.
  - (h) If the SD determination finds that the extent that the **cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value** of the structure before the damage occurred, the Floodplain Administrator shall:
    - i. Coordinate with the property owner and issue a letter to convey the SD determination.
    - ii. Determine if the damage was caused by flooding and include the cause in the letter to the property owner. Also, include whether or not the structure qualifies as a repetitive loss structure per the definitions in Article 6 of this Ordinance. The information can be used to determine if the claim is eligible for an Increased Cost of Compliance claim.

- iii. Coordinate with property owners and insurance companies for any NFIP claims.
  - iv. If the repairs are to proceed, coordinate with the permit applicant to ensure a permit is obtained and inspections are conducted to ensure that all applicable provisions of this Ordinance are adhered to without exception or waiver.
- (i) A structure qualifies as a **repetitively damaged structure** (synonymous to repetitive loss property) if it's determined to have been damaged by flooding two or more times within a 10-year period where the cost of repairing the flood damage, on average, equaled or exceeded 25 percent of its market value at the time of each flood event. All of the provisions of Article 3, Section C(13) for substantial damages shall apply to any repetitively damaged structure, whether it is covered by NFIP flood insurance or not.

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

- i. Maintain Floodplain Development Permit records of all reconstruction and repairs for flood damages;
  - ii. Record the date of repairs for a particular building so that the repair history can be checked before the next permit is issued;
  - iii. Record the flood-related cost to repair the building and the market value of the building before the damage occurred for each flood event; and
  - iv. Issue a letter of Notice of Determination to the owner of the structure.
- (j) Ensure that phased improvements and incremental repairs do not circumvent the SI/SD requirements.
- (k) Ensure that any combinations of elective improvements being made in addition to the necessary repairs to damages are included in making the SI/SD determination.
- (l) An applicant for a permit may appeal a decision, order, or determination that was made by the local official for the following:
- i. The local official's finding or determination that the proposed work constituting a SI/SD were based on insufficient information, errors, or repair/improvement costs that should be included and/or excluded;
  - ii. The local official's finding or determination that the proposed work constituting a SI/SD were based on inappropriate valuations of costs for the proposed work, or an inappropriate method to determine the market value of the building.
- (m) It is not appropriate for a permit applicant to seek an appeal who wishes to build in a manner that is contrary to the regulations and codes included in this ordinance. In those cases, the applicant should seek a variance.
- (n) Ensure that any building located in a floodway that constitutes a SI/SD has an engineering analysis performed in accordance with Article 4, Section C(2). If that

analysis indicates any increase in the BFE, the local official must not allow the proposed work unless the structure is brought into full compliance with this Ordinance.

- (15) **Coordinate with insurance adjusters** prior to permitting any proposed work to bring any flood-damaged structure covered by a standard flood insurance policy into compliance (either substantially damaged structures or repetitive loss structures) **to ensure eligibility for ICC funds.**
- (16) **Right of Entry**
- (a) After the Certificate of Compliance Letter has been issued for a building and the Floodplain Administrator observes or has reasonable cause to believe that renovations or retrofits have been made to the building, structure, or premises located in a SFHA that appear to be in violation of any provisions of this Ordinance, he/she shall have the right to seek entry into that building as described in (b) to (e) below.
  - (b) Whenever it becomes necessary to make an inspection to enforce any of the provisions of this Ordinance, the Floodplain Administrator may enter such building, structure or premises at all reasonable times (normal business hours for the community) to inspect the same or perform any duty imposed upon the Floodplain Administrator by this Ordinance.
  - (c) If such building or premises are occupied, the Floodplain Administrator shall first present proper credentials and request entry. If such building, structure, or premises are unoccupied, he/she shall first make a reasonable effort to locate the owner or other persons having charge or control of such building or premises prior to entry.
  - (d) If entry is refused or owner cannot be located, the Floodplain Administrator shall have recourse to every remedy provided by law to secure the right of entry of the building, structure, or premises.
  - (e) When the Floodplain Administrator shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Floodplain Administrator for the purpose of inspection and examination pursuant to this Ordinance.

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

**SECTION A      GENERAL STANDARDS**

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

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

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

**SECTION B            SPECIFIC TECHNICAL STANDARDS**

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

- (1) Residential and Non-Residential Structures - Where BFE data is available, new construction and substantial improvement of any structure or manufactured home shall have the lowest floor, including basement, elevated no lower than **one (1) foot above the base flood elevation (also referred to as the design flood elevation)**. Should solid

foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section B(3).

- (2) Non-Residential Structures - New construction and substantial improvement of any non-residential structure located in AE or AH zones, may be floodproofed (dry) in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be watertight to at least **one (1) foot above the base flood elevation (herein after referred to as the design flood elevation)**, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy.
- (a) A professional engineer, who is licensed to practice in the State of Alabama, or licensed architect, who is registered to practice in the State of Alabama, shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with the standards in ASCE-24 (for dry floodproofing) or other compatible standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and in Article 3, Section C(8).
  - (b) A record of such certificates, which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed, shall be maintained with the official permitting records for the structure and kept in perpetuity.
  - (c) Any non-residential functionally dependent structure (as defined in Article 6) that cannot meet the standards stated in Section B(2)(a) shall require a variance to be issued in accordance with Article 5, Section C(3) and D(1).
- (3) Enclosures for Elevated Buildings - All new construction and substantial improvements of existing structures (residential and non-residential) that include **ANY fully enclosed area** below the BFE, located below the lowest floor formed by the foundation and other exterior walls shall be designed so as to be an unfinished or flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of flood waters.
- (a) Designs for complying with this requirement must either be certified by a professional engineer, who is licensed to practice in the State of Alabama, or a licensed architect, registered to practice in the State of Alabama, or meet the following minimum criteria:
    - (i) Provide a minimum of two openings for each enclosed area having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding (if a structure has more than one enclosed area below the BFE, each shall have openings on exterior walls);
    - (ii) Openings shall be in at least two walls of each enclosed area (includes areas separated by interior walls);
    - (iii) The bottom of all openings shall be no higher than one foot above grade;

- (iv) Openings may be equipped with screens, louvers, valves and other coverings or devices provided that they permit the automatic entry and exit of floodwaters in both directions without impeding or blocking flow and shall be accounted for in determination of the net open area; and
- (v) Openings meeting the requirements of (3)(a)(i) -- (iv) that are installed in doors are permitted.
- (b) So as not to violate the "Lowest Floor" criteria of this Ordinance, the unfinished or flood resistant enclosure shall only be used for parking of vehicles, limited storage, or access to the elevated area.
- (c) The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.
- (d) All interior walls, ceilings and floors below the BFE shall be unfinished and/or constructed of flood damage-resistant materials. This practice is also referred to as "wet floodproofing." The definitions for "flood damage-resistant materials" and "wet floodproofing" are included in Article 6.
- (e) Mechanical, electrical, or plumbing devices shall be installed not less than one foot above the BFE. The interior portion of such enclosed area(s) shall be void of utilities except for essential lighting and power, as required, that are watertight or have otherwise been floodproofed.

(4) Standards for Manufactured Homes and Recreational Vehicles Where Base Flood Elevation Data is Available.

- (a) Require that all manufactured homes placed or substantially improved:
  - (i) Outside of a manufactured home park or subdivision,
  - (ii) In a new or substantially improved manufactured home park or subdivision,
  - (iii) In an expansion to an existing manufactured home park or subdivision, or
  - (iv) In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated one foot or more above the BFE and be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.
- (b) Require that all manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision that are **not** subject to the provisions of Subsection (4)(a) be elevated so that either:
  - (i) The lowest floor of the manufactured home is one foot or more above the BFE;  
OR
  - (ii) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above the highest adjacent grade and be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.
  - (iii) Concrete block piers (and other foundation systems) are to be designed in

accordance with the Code of Federal Regulations Title 24, Part 3285 and with the specifications in *FEMA P-85: Protecting Manufactured Homes from Floods and Other Hazards – A Multi-Hazard Foundation and Installation Guide*. The §3285.306 *Design procedures for concrete block piers* and *FEMA P-85* (Table SP-1.1), specify that the maximum allowable pier height (measured from top of grade) for concrete piers to be five (5) feet.

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

within the community.

- (7) Accessory and Agricultural Structures – When an accessory structure meets the requirements outlined below, these structures may be wet-floodproofed and do not have to be elevated to one foot above the BFE as required in Article 4, Section B(1). A Floodplain Development Permit shall be required prior to construction or installation of any accessory structures and any agricultural structures built below the DFE and the following provisions apply:
- (a) Must be adequately anchored to prevent flotation, collapse, or lateral movement;
  - (b) Must be designed with an unfinished interior and constructed with flood damage-resistant materials below the DFE as described in Article 4, Section B(3);
  - (c) Must have adequate flood openings as described in Article 4, Section B(3);
  - (d) Must be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;
  - (e) Must comply with the requirements for development in floodways in accordance with Article 4, Section C;
  - (f) Must elevate any mechanical and other utility equipment in or servicing the structure to or above the DFE or must be floodproofed in accordance with Article 4, Section A;
  - (g) Prohibit storage of any hazardous or toxic materials below the DFE.
  - (h) Floodplain Development Permits for small accessory structures may be issued to provide wet floodproofing measures in accordance with the standards described in subsections (i) through (iv) below without requiring a variance. Before issuing permits for small accessory structures, the Floodplain Administrator must verify:
    - (i) Use is limited to parking of vehicles or storage;
    - (ii) Size is less than or equal to a one-story, two-car garage for all A zones;
    - (iii) Structures are a minimal investment and have a low damage potential with respect to the structure and contents;
    - (iv) Structures will not be used for human habitation;
    - (v) Structures comply with the wet floodproofing requirements in Article 4, Section B(3).
  - (i) Floodplain Development Permits for accessory structures larger than the size allowed for in subsection (7)(h) above, shall require a variance to be granted on a case-by-case basis in accordance with Article 5, Section D(3). Variances shall not be granted for entire subdivisions for accessory structures.
  - (j) Floodplain Development Permits for new construction of all agricultural structures shall require a variance to be granted on a case-by-case basis in accordance with Article 5, Section D(4).
- (8) Underground and Aboveground Storage (Liquid and Gas) Tanks - Tanks and tank inlets, fill openings, outlets, and vents that are located below the DFE shall be designed, constructed, installed, and anchored to resist all flood-related loads (flotation, collapse, or lateral movement resulting from hydrostatic and hydrodynamic forces) and any other loads,

including the effects of buoyancy, during flooding up to and including the 100-year flood and without release of contents into floodwaters or infiltration of floodwaters into the tanks.

- (a) A Floodplain Development Permit shall be required prior to construction or installation of any underground and aboveground tanks (including their foundation and support systems) located within a special flood hazard area.
  - (b) Loads on underground tanks and aboveground tanks exposed to flooding shall be determined assuming at least 1.3 times the potential buoyant and other flood forces acting on the empty tank.
  - (c) Tanks and associated piping shall be installed to resist local scour and erosion during the 100-year flood.
  - (d) Aboveground tanks located in Zone A/AE flood hazard areas shall be either:
    - (i) Elevated to or above the DFE on platforms or structural fill,
    - (ii) Elevated to or above the DFE where attached to structures and the foundation system supporting the structures shall be designed to accommodate any increased loads resulting from the attached tanks,
    - (iii) Permitted below the DFE where the tank and its foundation are designed to resist all flood-related loads including floating debris, or
    - (iv) Permitted below the DFE where the tank and its foundation are designed to resist flood loads and are located inside a barrier designed to protect the tank from floating debris.
  - (e) Aboveground tanks located in areas designated as Zone V/VE, Coastal A-Zones, and other high risk flood hazard areas (see ASCE 24-14) shall be elevated to or above the DFE on platforms that conform to the foundation requirements of ASCE 24-14, Section 4.5. Aboveground tanks shall not be permitted to be located under elevated structures or **attached to structures at elevations below one foot above the DFE** in these areas.
  - (f) Underground tanks located in areas designated as Zone V/VE, Coastal A-Zones, and other high risk flood hazard areas (see ASCE 24-14) shall have the determination of flood-related loads take into consideration the eroded ground elevation.
  - (g) Tank inlets, fill openings, outlets, and vents shall be:
    - (i) At or above the DFE or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the 100-year flood.
    - (ii) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the 100-year flood.
- (9) Structures and Sites for the Storage or Production of Hazardous Substances – Require that all outdoor storage sites, new construction and substantial improvements to be used for the production or storage of hazard substances (as defined in Article 6) which are located in the special flood hazard area shall be built in accordance with all applicable standards in this Ordinance in addition to the following requirements:

- (a) No structures containing hazardous substances shall be permitted for construction in a floodway;
  - (b) Residential structures shall have the area in which the hazard substances are to be stored elevated or dry floodproofed a minimum of two (2) feet above the BFE;
  - (c) Non-residential structures shall be permitted to be built below the BFE in accordance with Article 4, Section B(2) such that the area where the hazard substance production or storage is located will be:
    - (i) elevated or designed and constructed to remain completely dry to at least two (2) feet above the BFE, and
    - (ii) designed to prevent pollution from the storage containers, structure, or activity during the course of the base flood.
  - (d) Any solid, liquid, or gas storage containers of hazardous substances and any associated mechanical, electrical, and conveyance equipment shall be watertight and shall be properly anchored and protected from the hydrostatic and hydrodynamic forces of flood waters and debris carried by the base flood.
- (10) Construction of Fences - New and replacement fences may be allowed in flood hazard areas if they do not act as a flow boundary and redirect the direction of flow, collect flood debris and cause blockages, cause localized increases in flood levels, or if damaged, become debris that may cause damage to other structures.

## SECTION C FLOODWAYS

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

- (1) The community shall select and adopt a regulatory floodway based on the principle that the area chosen for the regulatory floodway must be designed to carry the waters of the base flood, without increasing the water surface elevation of that flood more than one foot at any point;
- (2) Encroachments, including fill, new construction, substantial improvements or other development are prohibited within the adopted regulatory floodway unless it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment **would not result in any increase in BFEs** during the occurrence of the base flood discharge. A registered professional engineer must provide supporting technical data and certification (No-Rise Certificate) to FEMA for the proposed floodway encroachment. The No-Rise Certificate must be submitted to the Floodplain Administrator with the Floodplain Development Permit application (including a Site Plan showing the current and proposed floodway alignment) for approval.

- (3) **ONLY** if Article 4, Section C, provisions (1) and (2) are satisfied, then any new construction or substantial improvement in a floodway shall comply with all other applicable flood hazard reduction provisions of Article 4. After satisfying the required provisions stated in this section, encroachments in floodways should be limited to the following types of projects:
  - (a) flood control and stormwater management structures;
  - (b) road improvements and repairs;
  - (c) utility easements/rights-of-way; and
  - (d) public improvements or public structures for bridging over the floodway.
- (4) Fencing shall be prohibited in floodways unless it is demonstrated that such development will not cause any increase in the BFE. Appropriate analysis and documentation shall be submitted along with the Floodplain Development Permit application for review and approval. Fences that have the potential to block or restrict the passage of floodwaters (by trapping debris or with openings too small to allow unhindered passage of water), such as stockade and wire mesh fences, shall meet the requirements of Article 4, Section C(2).

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

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

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

- (5) In the absence of a BFE, a manufactured home must also meet the elevation requirements of Article 4, Section B(4)(b)(ii) – B(4)(b)(iv) in that the structure cannot be elevated above a maximum of 60 inches (5 feet) and all utilities and mechanical equipment must be elevated a minimum of three (3) feet above the highest adjacent grade.
- (6) Enclosures for elevated buildings in Zone A areas shall comply with the standards of Article 4, Section B(3)(a). The Floodplain Administrator shall certify the lowest floor elevation level and the record shall become a permanent part of the Flood Development Permit File.
- (7) No encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or twenty-five feet, whichever is greater, measured from the top of the stream bank, unless certification by a registered professional engineer is provided demonstrating that such encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge.

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

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

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

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

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

accordance with accepted standards of practice for meeting the provisions above and shall provide such certification to the official as set forth above and as required in Article 3, Section B(1) and (2).

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

## **SECTION F            STANDARDS FOR SUBDIVISIONS AND OTHER DEVELOPMENT**

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

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

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

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

The Floodplain Variance Committee as established by the Franklin County Commission of Franklin County, Alabama shall hear and decide requests for appeals or variance from the requirements of this Ordinance.

**SECTION B.        DUTIES OF BOARD**

The Board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the Floodplain Administrator in the enforcement or administration of this Ordinance. Any person aggrieved by the decision of the Floodplain Variance Committee may appeal such a decision to the Franklin County Circuit Court, as provided in Code of Alabama 1975, Section 11-52-81.

**SECTION C.        CONDITIONS FOR VARIANCES**

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

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

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

**SECTION D. VARIANCE PROCEDURES**

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

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

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

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

#### **SECTION E. VARIANCES FOR HISTORIC STRUCTURES**

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

#### **SECTION F. VARIANCE NOTIFICATION AND RECORDS**

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

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

**ARTICLE 6**  
**DEFINITIONS**

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

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

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

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

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

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

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

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

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

**Appeal** means a request for a review of the County Engineers interpretation of any provision of this Ordinance.

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

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

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

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

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

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

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

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

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

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

**Design Flood Elevation (DFE)** means the locally adopted regulatory flood elevation. It is the

minimum elevation to which a structure must be elevated or floodproofed. DFE is the sum of the base flood elevation and freeboard, based a building's structural category. In areas designated as Zone AO on a community's flood map, the DFE is the elevation of the highest existing grade of a building's perimeter plus the depth number specified on the flood hazard map. In areas designated as Zone AO where a depth is not specified on the map, the depth is two feet. In all cases, the DFE must be at least as high as the base flood elevation.

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

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

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

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

**Existing Construction** means, for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures." For floodplain management purposes, existing construction means structures for which the start of construction commenced before the effective date of the first floodplain management regulation adopted by Franklin County on January 18, 1991.

**Existing Manufactured Home Park or Subdivision** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and final site grading or the pouring of concrete pads) is completed before the effective date of the original floodplain management regulations adopted by Franklin County on January 18, 1991.

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

**Fair Market Value** means the price that the seller is willing to accept and the buyer is to pay on the

open market and in an arm's length transaction.

**Flood or Flooding** means:

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

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

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

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

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

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

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

**Floodplain Management** means the operation of an overall program of corrective and preventive

measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. **Letter of Map Amendment (LOMA)**  
An amendment based on technical data showing that a property was incorrectly included in a designated SFHA, was not elevated by fill (only by a natural grade elevation), and will not be inundated by the one percent chance flood. A LOMA amends the current effective FIRM and establishes that a specific property is not located in a SFHA.
- b. **Letter of Map Revision (LOMR)**  
A revision based on technical data that, usually due to manmade changes, shows changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination concerning whether a structure or parcel has been elevated by fill above the BFE and is, therefore, excluded from the SFHA.

c. Conditional Letter of Map Revision (CLOMR)

A formal review and comment by FEMA as to whether a proposed project complies with the minimum NFIP floodplain management criteria. A CLOMR does not revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.

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

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

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

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

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

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

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

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

**National Geodetic Vertical Datum (NGVD) of 1929** means a national standard reference datum

for elevations, formerly referred to as Mean Sea Level (MSL) of 1929. NGVD 1929 may be used as the reference datum on some Flood Insurance Rate Maps (FIRMs).

**New Construction** means, for the purposes of determining insurance rates, structures for which the “start of construction” commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, new construction means structures for which the start of construction commenced on or after the effective date of the original floodplain management regulation adopted by Franklin County on January 18, 1991, and includes any subsequent improvements to such structures.

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

**New Manufactured Home Park or Subdivision** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after January 18, 1991.

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

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

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

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

**Pre-FIRM** means, for floodplain management purposes, a building for which the start of construction occurred before the effective date of the community’s NFIP-compliant floodplain

management ordinance. For the purpose of determining flood insurance rates under the NFIP, a pre-FIRM building is a building for which construction began prior to the effective date of an initial Flood Insurance Rate Map or on or before December 31, 1974, whichever is later.

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

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

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

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

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

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

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

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

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

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

**Section 1316** means Section 1316 of the National Flood Insurance Act of 1968, as amended, which provides for the denial of flood insurance coverage for any property which the Administrator finds has been declared by a duly constituted State or local authority to be in violation of State or local floodplain management regulations. Once a duly constituted State or local authority declares a structure as being in violation, the Administrator must deny flood insurance coverage provided that the individual or office making the declaration has the authority to do so and that the law or regulations violated was, in fact, intended to discourage or otherwise restrict land development or occupancy in the flood-prone area.

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

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

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

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

**Special Flood Hazard Area (SFHA)** means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year as shown on a FHBM or FIRM as Zones A, AE, AH, AO, AR, AR/AE, AR/AO, AR/AH, AR/A, A99, or VE. The SFHA is the area

where the National Flood Insurance Program's (NFIP's) floodplain management regulations must be enforced and the area where the mandatory purchase of flood insurance applies.

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

“Permanent construction” does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

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

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

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

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

**Substantial Improvement** means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures

which have incurred “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either:

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

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

**Violation** means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in the Code of Federal Regulations (CFR) §44, Sec. 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

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

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

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

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

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

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

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

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

**SECTION A.        SEVERABILITY**

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

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

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

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

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

**SECTION C.        EFFECTIVE DATE**

This Ordinance shall become effective on January 20, 2026.

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

Ordinance adopted on January 20, 2026.

BY:

[Signature]  
Grace Clark Dist 4  
[Signature] District 2  
[Signature] District 4  
Joseph Bald District 3



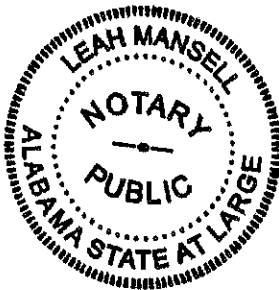
Signatures of Franklin County Commission

I hereby certify that this is a true and correct copy of the Floodplain Development Ordinance as adopted by the Franklin County Commission of Franklin County, Alabama, on the 20<sup>th</sup> day of January, 2026.

WITNESS my hand and the official seal of Leah Mansell

County Administrator, this the 20<sup>th</sup> day of January, 2026  
TITLE DAY MONTH YEAR

Leah Mansell  
 (signature)



**AWARD HWY 90 STORMWATER CROSS DRAIN REPLACEMENT CONTRACT**

It is on motion of Mr. Joseph Baldwin, second by Mr. Grayson Murray, unanimously ordered, adjudged and decreed by the board to approve to table to award a contract for replacement of Hwy 90 stormwater cross drain until they receive word from ADEM.

**REVENUE COMMISSION**

**HIRE NON-CERTIFIED REAL PROPERTY APPRAISER**

It is on motion of Mr. Greg Hovater, second by Mrs. Tracie Clark, unanimously ordered, adjudged and decreed by the board to approve to table hiring for the Non-Certified Real Property Appraiser position.

**SHERIFF'S OFFICE/JAIL**

**HIRE CORRECTIONS OFFICER/DISPATCHER**

It is on motion of Mr. Joseph Baldwin second by Mr. Grayson Murray, unanimously ordered, adjudged and decreed by the Board to approve to hire William Vickers as a permanent full time Corrections Officer/ Dispatcher, effective December 23, 2025.

Letter as follows:



SHANNON OLIVER  
SHERIFF

## FRANKLIN COUNTY SHERIFF'S OFFICE

748 WALNUT GATE ROAD  
RUSSELLVILLE, ALABAMA 35654

OFFICE 256-332-8811  
JAIL 256-332-8425  
FAX 256-332-8816

January 9, 2026

Barry Moore, Chairperson  
Franklin County Commission  
Po Box 1028  
Russellville, AL 35653

Commissioners,

After reviewing applications and conducting interviews, I am hiring William Vickers as a permanent full-time Corrections Officer /Dispatcher. Effective December 23, 2025.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Oliver".

Shannon Oliver  
Sheriff

**HIRE CORRECTIONS OFFICER/DISPATCHER**

It is on motion of Mr. Grayson Murray, second by Mrs. Tracie Clark, unanimously ordered, adjudged and decreed by the Board to approve to hire Matthew Anderson as a permanent full time Corrections Officer/ Dispatcher, effective December 23, 2025.

Letter as follows:



SHANNON OLIVER  
SHERIFF

## FRANKLIN COUNTY SHERIFF'S OFFICE

748 WALNUT GATE ROAD  
RUSSELLVILLE, ALABAMA 35654

OFFICE 256-332-8811  
JAIL 256-332-8425  
FAX 256-332-8816

January 9, 2026

Barry Moore, Chairperson  
Franklin County Commission  
Po Box 1028  
Russellville, AL 35653

Commissioners,

After reviewing applications and conducting interviews, I am hiring Matthew Anderson as a permanent full-time Corrections Officer /Dispatcher. Effective December 23, 2025.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Oliver".

Shannon Oliver  
Sheriff

**TERMINATION OF CORRECTIONS OFFICER/DISPATCHER**

It is on motion of Mr. Joseph Baldwin second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the Board to approve to terminate Chris Pierce, Corrections Officer/Dispatcher, effective December 17, 2025.

Letter as follows:



SHANNON OLIVER  
SHERIFF

## FRANKLIN COUNTY SHERIFF'S OFFICE

748 WALNUT GATE ROAD  
RUSSELLVILLE, ALABAMA 35654

OFFICE 256-332-8811

JAIL 256-332-8425

FAX 256-332-8816

January 9, 2026

Barry Moore, Chairperson  
Franklin County Commission  
PO Box 1028  
Russellville, AL 35653

Commissioners,

With regrettable but unavoidable decision I am terminating Chris  
Pierce, Effective December 17, 2025. No show & no call in.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Oliver".

Shannon Oliver  
Sheriff

**TERMINATION OF CORRECTIONS OFFICER/DISPATCHER**

It is on motion of Mr. Joseph Baldwin second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the Board to approve to terminate Justice Sharpe, Corrections Officer/ Dispatcher, effective January 7, 2026.

**ADVERTISE FOR CORRECTIONS OFFICER/DISPATCHER**

It is on motion of Mr. Joseph Baldwin second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the Board to approve to advertise for Corrections Officer/ Dispatcher.

Letter as follows:



SHANNON OLIVER  
SHERIFF

## FRANKLIN COUNTY SHERIFF'S OFFICE

748 WALNUT GATE ROAD  
RUSSELLVILLE, ALABAMA 35654

OFFICE 256-332-8811  
JAIL 256-332-8425  
FAX 256-332-8816

January 9, 2026

Barry Moore, Chairperson  
Franklin County Commission  
PO Box 1028  
Russellville, AL 35653

Commissioners,

With regrettable but unavoidable decision I am terminating Justice Sharpe, Effective January 7, 2026. I am requesting that you advertise for a Correction Officer/Dispatcher position as soon as possible.

Sincerely,

A handwritten signature in blue ink, appearing to read "S.O.", written over a faint circular stamp.

Shannon Oliver  
Sheriff

**HIRE CORRECTIONS OFFICER/DISPATCHER**

It is on motion of Mr. Joseph Baldwin, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the Board to approve to hire Austin Gerald, as a permanent full time Corrections Officer/ Dispatcher, effective December 31, 2025.

Letter as follows:



SHANNON OLIVER  
SHERIFF

## FRANKLIN COUNTY SHERIFF'S OFFICE

748 WALNUT GATE ROAD  
RUSSELLVILLE, ALABAMA 35654

OFFICE 256-332-8811  
JAIL 256-332-8425  
FAX 256-332-8816

January 9, 2026

Barry Moore, Chairperson  
Franklin County Commission  
Po Box 1028  
Russellville, AL 35653

Commissioners,

After reviewing applications and conducting interviews, I am hiring Austin Gerald as a permanent full-time Corrections Officer /Dispatcher. Effective December 31, 2025.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Oliver".

Shannon Oliver  
Sheriff

**LEASE AGREEMENT FOR CAR CAMERAS**

It is on motion of Mr. Joseph Baldwin, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the board to approve to approve the short-term lease agreement with our County Attorney's review of the agreement for car cameras.

**BIDS ON JAIL CAMERAS**

It is on motion of Mrs. Tracie Clark, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the board to approve the lowest responsible bidder, 24/7 Computer Solutions at \$74,408.94, for jail cameras.

Bids as follows:

**Franklin County Commission  
BID PROPOSAL FORM**

**Purchase and Installation of Indoor/Outdoor Cameras at the Franklin County Jail**

**Total Price** \$ 74408.94

Projected Completion Date: 3-31-26

Exceptions/Deviations/Substitutions: (attach additional sheets if necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: 24/7 Computer Solution, LLC

Street Address: 224 Seven Bark Dr. NW


Billing Address: 224 Seven Bark Dr. NW. Cullman, AL. 35057

City, State & Zip: Cullman, AL. 35057

Contact Person Name & Phone: Matthew R Lader 256-595-3799

Email Address: matt@247computersolution.com

(Please be advised that future bids may be sent via e-mail. Please inform us of your e-mail address. If you wish to receive the bid by U. S. mail, please let us know.)

  
Bidder Representative Signature

1-6-26  
Date

Bidder's Initials ML

## REQUEST FOR BID

### **Purchase and Installation of Indoor/Outdoor Cameras at the Franklin County Jail**

Sealed bids marked "Bids for Jail Cameras" will be received by the Franklin County Commission at 405 Jackson Avenue North, Russellville, AL or by mail at P.O. Box 1028, Russellville, AL 35653 until **2:00 PM on Thursday, January 8, 2026.**

Bids will be opened in the County Commission Chambers at the location listed above at the above stated time and date. Time is of the essence in submitting bids and only sealed bids received in the Commission office by the time listed above shall be opened and considered. Bidders and any other interested individuals are invited to attend the bid opening.

Prospective bidders are instructed to read the **General Terms and Conditions** and **Special Terms and Conditions** carefully. **Bid addendums** will be provided to all bidders, if necessary. Bids must be made in compliance with the guidelines in the sections referred to herein and each page initialed by the bidder representative to denote understanding of such compliance.

If you have any questions concerning terms or conditions, specifications, or any other aspects of the Request for Bid, please contact the following:

Jim Hill  
Franklin County Technical Project Manager  
(256) 200-8847

## Franklin County Commission General Terms and Conditions

(PLEASE READ AND INITIAL EACH PAGE)

**Preparation and Submission** - All bids must be typed or handwritten in ink on the attached Bid Proposal Form. **Please place the Bid Proposal Form in front of and separated from all other documents included in the bid packet.** Bids submitted in pencil and bids not submitted on the Bid Proposal Form will **not** be considered. All corrections and erasures shall be initialed and dated by the bidder representative. Bids that are submitted without being signed will automatically be rejected.

Bid envelopes must be sealed and must indicate clearly the appropriate bid item and bid opening date, as indicated on the cover sheet of the bid packet. Envelopes containing a "no bid" shall also include the words, "NO BID" on the outside of the envelope. Facsimiles and emails will not be accepted. Bids submitted by "Express/Overnight" services must be in a separate inner envelope or package sealed and identified as stated above, and must be delivered prior to the bid opening time. The Commission will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the proposal to the Commission office by the deadline stated in the bid request.

**Bonds** - The Commission reserves the right to require a performance bond from a successful bidder as permitted under Alabama law. Failure to submit bond when required will result in rejection of the bid. Bidders must extend unit price times estimated quantities provided in specifications to determine appropriate bid bond/check amount.

**Other Compliance/Legal Assurances** - The Commission provides equal opportunities for all businesses and does not discriminate against any vendor regardless of race, sex, creed, age, disability, national origin or religion in consideration for an award. Bidders must abide by the provision of the Americans with Disabilities Act of 1990 and assure that in connection with the performance of work under this agreement that they are an equal opportunity employer and do not discriminate on the basis of race, sex, creed, age, disability, national origin or religion.

All contractors and employees are subject to Franklin County's drug-free workplace policy in substantial compliance with the Alabama Drug-Free Workplace Act of 1995, **Code of Alabama 1975**, SS 25-5-334 et seq.

All bidders must comply with applicable sections of the Alabama Competitive Bid Law, **Code of Alabama 1975**.

The Commission assumes no legal liability to purchase items or services under any contract.

Bidder's Initials ML

The successful bidder agrees, by entering into this contract, to defend, indemnify and hold harmless Franklin County, Franklin County Commission, its officers and employees from any and all causes of actions or claims of damages arising out of or related to bidder's performance of this contract.

**Bid Prices** – All bid amounts shall be submitted on the attached Bid Proposal Form. Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer's taxes. The Commission will assume no transportation or handling charges other than specified in this bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Prices quoted shall remain firm for a minimum of 30 days from the date of opening of the bid, unless so stated differently in the bid.

**Bid Exceptions/Deviations/Substitutions** – The attached specifications are being provided to potential bidders as guidelines, which describe the type and quality of equipment, supply, and/or service that the Commission is seeking to purchase. The name of a certain brand, make, manufacturer, or definite specification is to denote the quality, standard, general style, type or character of the item desired but does not restrict the bidder to the specified brand, make, manufacturer or specification names. The bidder must indicate compliance or list detailed exceptions to each specification item for consideration. The bidder must provide satisfactory proof that the alternative product is, in fact, equal to the product described in the specifications. Any substitution of an item during the term of this bid (if applicable) must be of equal or better quality than the item bid. Failure to comply with any part of this provision could be cause for rejection of the bid.

**Bid Award/Rejection** – All bids will be awarded to the lowest responsive and responsible bidder. This determination may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable. When responsive and responsible bids are equal, a local vendor shall be favored. Unless Special Terms and Conditions of the bid specify otherwise, the Commission reserves the right to make an award as a whole or part to one or more bidders whenever deemed necessary and in the best interest of the Commission. The Commission reserves the right to accept or reject any or all items covered in the request, or any portion(s) thereof, waive formalities, re-advertise and/or take such other steps deemed necessary and in the best interest of the Commission. Bidders may be disqualified and bid proposals may be rejected for any of (but not limited to) the following causes:

- a. Failure to use the bid forms furnished by the Commission
- b. Lack of signature by an authorized representative on the Bid Proposal Form.
- c. Failure to properly complete the bid form.
- d. Evidence of collusion among bidders.
- e. Unauthorized alteration of the bid form.
- f. Failure to furnish performance bond, as required.
- g. Inclusion of an "escalator clause" unless so stipulated in the Special Terms and Conditions.

Bidder's Initials ML

**Franklin County Commission  
Special Terms and Conditions**

**Delivery** – Delivery shall be guaranteed within **90 days** of purchase order issuance date. Delivery shall be to the appropriate department ordering the goods through issuance of a purchase order. Bidder’s projected delivery date shall be specified on the Bid Proposal Form.

**Warranty** – The bidder shall assume full responsibility for warranty of all components of the equipment. A statement shall be attached with the proposal setting out the conditions of the warranty. The manufacturer’s standard warranty shall be furnished.

---

Barry Moore, Judge of Probate and Chairman

Bidder's Initials ML

**Franklin County Commission**  
**BID SPECIFICATIONS**

**Purchase and Installation of Indoor/Outdoor Cameras at the Franklin County Jail**

The successful bidder shall provide and install:

- **52** IP Cameras, including wiring and mounting for each camera
  - **6** Replace Outdoor PTZ 4K Cameras with 25x Optical Zoom
    - Hardened Industrial PoE switch for each outdoor camera
  - **40** Replace Indoor IP Cameras (minimum of 2 megapixels (MP))
  - **6** Installation of additional indoor IP cameras
    - One in Sally Port
    - One in Night Entry
    - One in Laundry Room
    - One in Kitchen
    - One in Lobby
    - One in Intake Entrance with view of X-Ray Machine
- Use of PoE switch(es)
- Provide and configure a Network Video Recorder (NVR) or equivalent system.
  - Storage system must support continuous 24/7 recordings for all cameras for a minimum of 3 months.
  - Storage must be RAID-protected or equivalent for redundancy.
  - System must support search, playback, export, and remote access.

Bidder's Initials ML

# ESTIMATE

24/7 Computer Solution  
PO Box 2321  
Cullman, AL 35056

matt@247computersolution.com  
+1 (703) 300-8750



Bill to  
Franklin County

## Estimate details

Estimate no.: 1015  
Estimate date: 07/16/2025

#	Description	Qty	Rate	Amount
1.	Wiring and Camera mounting (fiber/cat6) 57 Cameras	1	\$34,250.00	\$34,250.00
2.	Outdoor PTZ 4k cameras with 25x optical zoom	6	\$839.99	\$5,039.94
3.	Indoor Cameras	46	\$279.99	\$12,879.54
4.	NVR 2U Rack CTO	1	\$12,776.97	\$12,776.97
5.	Labor and configuration	1	\$2,500.00	\$2,500.00
6.	Cisco C1300-48FP-4X	1	\$2,295.26	\$2,295.26
7.	Cisco C1300-24FP-4X	1	\$1,487.48	\$1,487.48
8.	Hardened Industrial PoE switch for Outdoor Cameras	7	\$299.99	\$2,099.93
9.	SFP Modules 1gb	12	\$49.99	\$599.88
10.	SFP Modules 10gb	6	\$79.99	\$479.94
			<b>Total</b>	<b>\$74,408.94</b>

Accepted date

Accepted by

24/7 Computer Solution, LLC warrants to the original purchaser that this product will be free from defects in materials and workmanship under normal use and conditions for a period of one (1) year from the date of original purchase.

**Certain components included in this product may carry longer warranties provided directly by their respective manufacturers (e.g., hard drives, processors, graphics cards, power supplies, or monitors). These manufacturer warranties are separate from and in addition to the 24/7 Computer Solution, LLC warranty. In such cases, the longer manufacturer warranty period and terms shall apply to that specific component. 24/7 Computer Solution, LLC will assist in facilitating manufacturer warranty claims where possible, but the original manufacturer is solely responsible for honoring its warranty.**

If a defect in materials or workmanship arises during the warranty period, 24/7 Computer Solution, LLC will, at its option, repair or replace the defective product or component at no charge to you, provided the product is returned to us in accordance with our return procedures.

This warranty does not cover:

- Damage caused by accident, misuse, abuse, neglect, or improper installation or maintenance
- Normal wear and tear
- Modifications or repairs performed by unauthorized parties
- Damage from external causes such as fire, flood, or power surges
- Cosmetic damage that does not affect functionality

To obtain warranty service, you must provide proof of purchase (original receipt or invoice) and contact 24/7 Computer Solution, LLC.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. 24/7 COMPUTER SOLUTION, LLC SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING FROM THE USE OF THIS PRODUCT.

Franklin County Commission  
BID PROPOSAL FORM

Purchase and Installation of Indoor/Outdoor Cameras at the Franklin County Jail

Total Price \$ 99,840.30

Projected Completion Date: 2/28/2026

Exceptions/Deviations/Substitutions: (attach additional sheets if necessary)  
Materials and detailed scope of work attached.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: Smartfox Solutions LLC

Street Address: 426 Moulton Street East

Billing Address: 426 Moulton Street East

City, State & Zip: Decatur AL 35601

Contact Person Name & Phone: Slater Robinson (256) 612-9690

Email Address: Slater.Robinson@smartfox.us

(Please be advised that future bids may be sent via e-mail. Please inform us of your e-mail address. If you wish to receive the bid by U. S. mail, please let us know.)

  
Bidder Representative Signature

1/5/2026  
Date

Bidder's Initials SR

## REQUEST FOR BID

### Purchase and Installation of Indoor/Outdoor Cameras at the Franklin County Jail

Sealed bids marked "Bids for Jail Cameras" will be received by the Franklin County Commission at 405 Jackson Avenue North, Russellville, AL or by mail at P.O. Box 1028, Russellville, AL 35653 until **2:00 PM on Thursday, January 8, 2026**.

Bids will be opened in the County Commission Chambers at the location listed above at the above stated time and date. Time is of the essence in submitting bids and only sealed bids received in the Commission office by the time listed above shall be opened and considered. Bidders and any other interested individuals are invited to attend the bid opening.

Prospective bidders are instructed to read the **General Terms and Conditions** and **Special Terms and Conditions** carefully. **Bid addendums** will be provided to all bidders, if necessary. Bids must be made in compliance with the guidelines in the sections referred to herein and each page initialed by the bidder representative to denote understanding of such compliance.

If you have any questions concerning terms or conditions, specifications, or any other aspects of the Request for Bid, please contact the following:

Jim Hill  
Franklin County Technical Project Manager  
(256) 200-8847

**Franklin County Commission  
General Terms and Conditions**

(PLEASE READ AND INITIAL EACH PAGE)

**Preparation and Submission** - All bids must be typed or handwritten in ink on the attached Bid Proposal Form. **Please place the Bid Proposal Form in front of and separated from all other documents included in the bid packet.** Bids submitted in pencil and bids not submitted on the Bid Proposal Form will **not** be considered. All corrections and erasures shall be initialed and dated by the bidder representative. Bids that are submitted without being signed will automatically be rejected.

Bid envelopes must be sealed and must indicate clearly the appropriate bid Item and bid opening date, as indicated on the cover sheet of the bid packet. Envelopes containing a "no bid" shall also include the words, "NO BID" on the outside of the envelope. Facsimiles and emails will not be accepted. Bids submitted by "Express/Overnight" services must be in a separate inner envelope or package sealed and identified as stated above, and must be delivered prior to the bid opening time. The Commission will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the proposal to the Commission office by the deadline stated in the bid request.

**Bonds** - The Commission reserves the right to require a performance bond from a successful bidder as permitted under Alabama law. Failure to submit bond when required will result in rejection of the bid. Bidders must extend unit price times estimated quantities provided in specifications to determine appropriate bid bond/check amount.

**Other Compliance/Legal Assurances** - The Commission provides equal opportunities for all businesses and does not discriminate against any vendor regardless of race, sex, creed, age, disability, national origin or religion in consideration for an award. Bidders must abide by the provision of the Americans with Disabilities Act of 1990 and assure that in connection with the performance of work under this agreement that they are an equal opportunity employer and do not discriminate on the basis of race, sex, creed, age, disability, national origin or religion.

All contractors and employees are subject to Franklin County's drug-free workplace policy in substantial compliance with the Alabama Drug-Free Workplace Act of 1995, **Code of Alabama 1975**, SS 25-5-334 et seq.

All bidders must comply with applicable sections of the Alabama Competitive Bid Law, **Code of Alabama 1975**.

The Commission assumes no legal liability to purchase items or services under any contract.

Bidder's Initials SR

The successful bidder agrees, by entering into this contract, to defend, indemnify and hold harmless Franklin County, Franklin County Commission, its officers and employees from any and all causes of actions or claims of damages arising out of or related to bidder's performance of this contract.

**Bid Prices** – All bid amounts shall be submitted on the attached Bid Proposal Form. Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer's taxes. The Commission will assume no transportation or handling charges other than specified in this bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Prices quoted shall remain firm for a minimum of 30 days from the date of opening of the bid, unless so stated differently in the bid.

**Bid Exceptions/Deviations/Substitutions** – The attached specifications are being provided to potential bidders as guidelines, which describe the type and quality of equipment, supply, and/or service that the Commission is seeking to purchase. The name of a certain brand, make, manufacturer, or definite specification is to denote the quality, standard, general style, type or character of the item desired but does not restrict the bidder to the specified brand, make, manufacturer or specification names. The bidder must indicate compliance or list detailed exceptions to each specification item for consideration. The bidder must provide satisfactory proof that the alternative product is, in fact, equal to the product described in the specifications. Any substitution of an item during the term of this bid (if applicable) must be of equal or better quality than the item bid. Failure to comply with any part of this provision could be cause for rejection of the bid.

**Bid Award/Rejection** – All bids will be awarded to the lowest responsive and responsible bidder. This determination may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable. When responsive and responsible bids are equal, a local vendor shall be favored. Unless Special Terms and Conditions of the bid specify otherwise, the Commission reserves the right to make an award as a whole or part to one or more bidders whenever deemed necessary and in the best interest of the Commission. The Commission reserves the right to accept or reject any or all items covered in the request, or any portion(s) thereof, waive formalities, re-advertise and/or take such other steps deemed necessary and in the best interest of the Commission. Bidders may be disqualified and bid proposals may be rejected for any of (but not limited to) the following causes:

- a. Failure to use the bid forms furnished by the Commission
- b. Lack of signature by an authorized representative on the Bid Proposal Form.
- c. Failure to properly complete the bid form.
- d. Evidence of collusion among bidders.
- e. Unauthorized alteration of the bid form.
- f. Failure to furnish performance bond, as required.
- g. Inclusion of an "escalator clause" unless so stipulated in the Special Terms and Conditions.

Bidder's Initials

SR

**Franklin County Commission  
Special Terms and Conditions**

**Delivery** – Delivery shall be guaranteed within **90 days** of purchase order issuance date. Delivery shall be to the appropriate department ordering the goods through issuance of a purchase order. Bidder's projected delivery date shall be specified on the Bid Proposal Form.

**Warranty** – The bidder shall assume full responsibility for warranty of all components of the equipment. A statement shall be attached with the proposal setting out the conditions of the warranty. The manufacturer's standard warranty shall be furnished.

---

Barry Moore, Judge of Probate and Chairman

Bidder's Initials SR

**Franklin County Commission**  
**BID SPECIFICATIONS**

**Purchase and Installation of Indoor/Outdoor Cameras at the Franklin County Jail**

The successful bidder shall provide and install:

- **52** IP Cameras, including wiring and mounting for each camera
  - **6** Replace Outdoor PTZ 4K Cameras with 25x Optical Zoom
    - Hardened Industrial PoE switch for each outdoor camera
  - **40** Replace Indoor IP Cameras (minimum of 2 megapixels (MP))
  - **6** Installation of additional indoor IP cameras
    - One in Sally Port
    - One in Night Entry
    - One in Laundry Room
    - One in Kitchen
    - One in Lobby
    - One in Intake Entrance with view of X-Ray Machine
- Use of PoE switch(es)
- Provide and configure a Network Video Recorder (NVR) or equivalent system.
  - Storage system must support continuous 24/7 recordings for all cameras for a minimum of 3 months.
  - Storage must be RAID-protected or equivalent for redundancy.
  - System must support search, playback, export, and remote access.

Bidder's Initials SR

Smartfox Solutions  
 426 East Moulton Street  
 Decatur, AL 35601 US  
 +12563019993  
 AR@smartfox.us  
 www.smartfox.us

Estimate



ADDRESS
Franklin County Sheriff's Office 748 Walnut Gate Rd. Russellville, AL 35654

SHIP TO
Franklin County Sheriff's Office 748 Walnut Gate Rd. Russellville, AL 35654

ESTIMATE #	DATE
6012	01/07/2026

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Installing 48 cameras			
	T20251120.0003 - Est. 5954 Russellville Jail Cameras			
SC Hardware	Belden Cat6 CMR (1000)	20	243.20	4,864.00T
SC Hardware	Belden Cat6 OSP (1000)	4	680.00	2,720.00T
SC Hardware	RJ45s	96	1.12	107.52T
SC Hardware	2" J-Hooks 25pk	18	65.088	1,171.58T
SC Hardware	3" EMT Conduit 10'	1	111.04	111.04T
SC Hardware	3" EMT Connector	2	17.92	35.84T
SC Hardware	3" EMT Bushing	2	9.568	19.14T
SC Hardware	3" D-Rings	20	4.32	86.40T
SC Hardware	3" Tapcons 100pk	1	66.672	66.67T
SC Hardware	Panduit Label Tape 3/4"	1	48.16	48.16T
SC Hardware	Steel Cable (1000)	3	207.984	623.95T
SC Hardware	Steel Cable Clamps (50 pc)	1	31.968	31.97T
SC Hardware	Eye Bolts	12	14.368	172.42T
SC Hardware	Self Drillers (100pk)	1	20.752	20.75T
SC Hardware	Fire Puddy	1	20.00	20.00T
SC Hardware	Fire Pillows	6	86.976	521.86T
SC Hardware	64 Channel NVR with eight 16TB hard Drives (256TB Total Storage)	2	6,796.80	13,593.60T
SC Hardware	PTZ 8MP/4K , 3840 2160@24fps, 25X Optical Zoom, H.265+, 120dB WDR, 5.9mm-147.5mm, 42W ,AG24V/High POE	6	1,744.00	10,464.00T

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
SC Hardware	60W PoE++, 10/100/1000M PoE Injector	6	78.40	470.40T
SC Hardware	Platinum 12 MP Fisheye Network Camera with heat map, and quick install upgrades	4	1,166.40	4,665.60T
SC Hardware	Platinum 4MP 2.8mm 120 dB WDR Hybrid Illumination Dome Network Camera	31	152.00	4,712.00T
SC Hardware	4MP, 1/2.7" , F1.6, 2.8mm, 2 x directions dual lens Dome,Built-in IR light, Alarm in/out; Audio in/out, Built-in Mic, VCA, MD2.0,	6	414.40	2,486.40T
SC Hardware	8 MP Panoramic, 2x 1/1.8" Sensor, 4mm, Full Color, 130dB WDR, DC 12V/PoE; suggestion: use K NVR or 89/86	1	366.40	366.40T
SC Hardware	Bracket-P Wall-Mount for CMIP78xx, * Cap Size 155mm	1	46.40	46.40T
SC Hardware	Junction box for CMIP7042W-28MA, CMIP73XXMDA, CMIP7382W-28SH,CMIP7C42Wlxx, CMIP7C82xx	31	24.00	744.00T
SC Hardware	Bracket-P Ceiling-Mount 22" for CMHD34xx / CMIP72xx , * 2 x 9" tube / Cap Size 140mm / Plastic Gasket	4	68.80	275.20T
SC Hardware	Bracket-P Pole-Mount for Platinum Cameras & PTZ, * Dome may require Wall-Mount / Steel / 10"x5", for poles 2-21/32" to 5"	6	40.00	240.00T
SC Hardware	24 Port PoE Switch with 2 Combo ports, 370W, Up to 820ft, UL Listed Taiwan Realtek Chipset, NDAA compliant	2	430.40	860.80T
SC Hardware	POE 16 ports 250W with 2 RJ45 Port + 1 SFP Uplink, 820ft (13" case), UL Listed Taiwan Realtek Chipset, NDAA compliant	1	219.20	219.20T
SC Rental	Outdoor Rated Lift Rental	1	1,750.00	1,750.00T
SC Rental	Core Drill Rental	1	1,050.00	1,050.00T
SC TRAVEL	Travel Costs	1	5,000.00	5,000.00T
SC Labor	Description of Labor -  - Install 2 new NVRs with total of 256 TB of storage to support a hybrid system that has 24/7 recording in critical areas (such as inside the pods) and motion detected recording in non-essential areas to reduce the cost for adequate storage. This request was made per Jim Hill. - Install one 24 port POE switch in the MDF and one 24 port and one 16 port POE switch in the IDF. - Test cameras and configure to make sure that when cameras are plugged in that they come online and can be seen before ever coming onsite.  - Core Drill New Pathway from above and below server room in order to not experience camera downtime. Core Drill Above Center Control IT room. Install 3" EMT Sleeves with Fire Puddy and Fire Pillows.  - Core drill 3/4" cable path for 7 new Camera Locations.	475	89.00	42,275.00

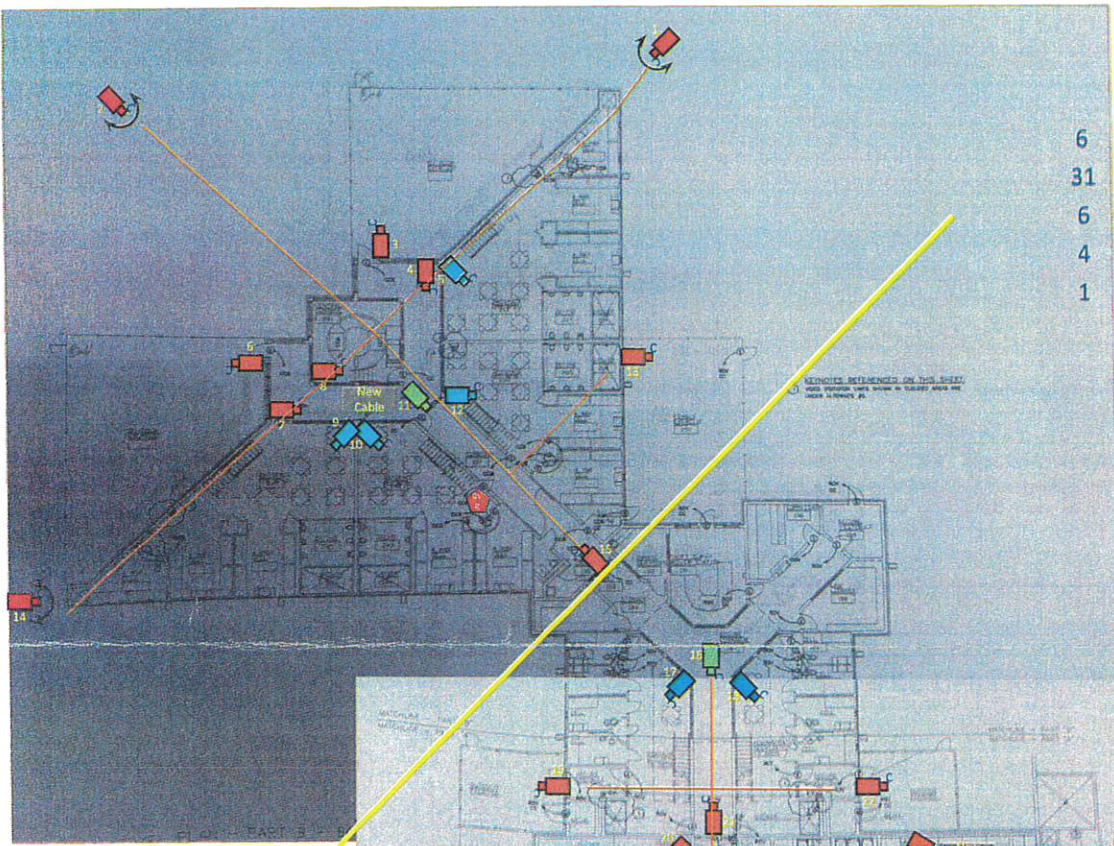
ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<p>- Pull Trunk lines of cables to camera areas, then branch off of trunk line to camera locations. Terminate both ends immediately after being pulled and patch them into the switches so cameras immediately come online when swapped and can be aimed at the same time as replacement.</p> <p>- 1 by 1 take an existing camera down and replace with a new one. Work with designated person onsite to adjust and aim cameras to their liking while at the camera to prevent go backs.</p> <p>- Install new aerial cables from 6 poles to the attic of the building and run back to the server room for PTZ Cameras.</p> <p>(1 year installers warranty on any defective work.)</p>			

\*This estimate is for the services/items described above, only. Any additional services or materials not covered by the estimate will incur additional charges. Prices may change before shipment unless confirmed in writing. Orders must be received and confirmed within 48 hours and are subject to availability. The seller can adjust prices, delivery dates, or quantity due to supplier or external factors, including tariffs or force majeure events. Delivery dates are estimates, and the seller is not responsible for delays caused by shortages or manufacturing issues.

SUBTOTAL	99,840.30
TAX (0%)	0.00
<b>TOTAL</b>	<b>\$99,840.30</b>

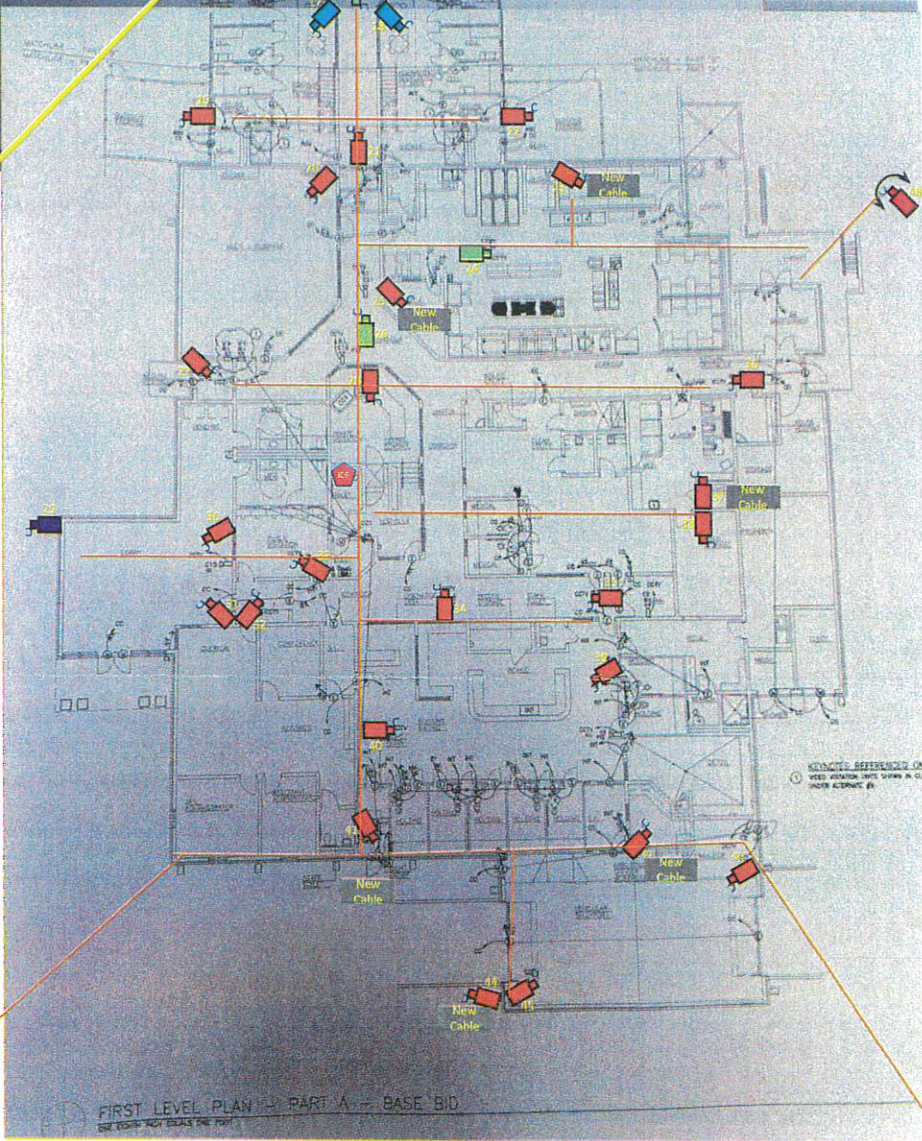
Accepted By

Accepted Date



- 6 - PTZ
- 31 - Dom
- 6 - Multi-Lens
- 4 - Fisheye
- 1 - 180°

VENUE'S REFERENCED ON THIS SHEET  
 AND REFERRED TO IN THE NOTES AND  
 UNDER ACCOUNT #



VENUE'S REFERENCED ON  
 THIS SHEET AND REFERRED TO IN THE  
 NOTES AND UNDER ACCOUNT #

FIRST LEVEL PLAN - PART A - BASE BID  
 SEE THE NEXT SHEET FOR THE TOP

New Cable



LT Security is proud to extend the warranty on our Platinum CCTV product line from 3 to **5 years**, reinforcing our commitment to quality and customer satisfaction.

**The 5-Year Warranty covers the following:**

- Defects in materials or craft that occur during the manufacturing process.
- LTS can repair or replace the same model in either new, refurbished, or renewed condition. If the original model is discontinued, we will provide a comparable model in new, refurbished, or renewed condition.



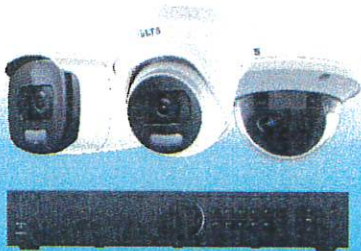
*\*Please note that the 5-year warranty excludes batteries, which are covered by a 2-year warranty.*

**Warranty Applies to All IP, TVI, and Access Control Products**

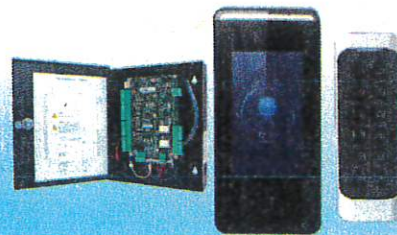
**IP Camera + NVR**



**TVI + DVR**



**Access Control**



**All Platinum Products now have 5-Year Warranty**  
Effective for all products purchased starting from March 1, 2025.

**SOLID WASTE**

Gene Ward explained that Town Creek has a satellite truck they are considering selling and the landfill has a spare truck we were considering listing on GovDeals. Chairman Moore explained that if you wish to trade vehicles between governmental agencies, it does not apply to bid restrictions or have to be bid out. Gene explained they had discussed trading vehicle and Town Creek would pay us the difference in the price in trucks.

It is on motion of Mr. Joseph Baldwin, second by Mr. Grayson Murray, unanimously ordered, adjudged and decreed by the Board to approve giving Gene Ward the authority on trading garbage trucks with town creek.

**CONTRACT**

It is on motion of Mr. Joseph Baldwin, second by Mr. Grayson Murray, unanimously ordered, adjudged and decreed by the Board to approve giving Chairman Moore the authority to sign the contract with Charlotte Williams.

Contract as follows:

**Contract between Franklin County Commission and  
Charlotte Williams, CET Director, Marion/Winston Animal Shelter**

January 20, 2026

Cost of Euthanasia:

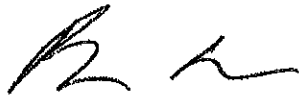
Large Dogs - \$12.00 per animal (30lbs and larger)

Puppies, Cats, Kittens - \$7.00 per animal

Cost of Disposal:

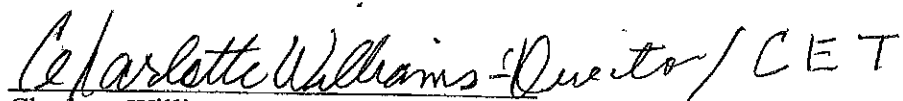
Approximate cost is \$52.95. This fee will be charged through Little Creek Transfer Station with the Franklin County Commission being billed every third load. This is also according to the number of animals received in a month as some months will produce more animals than others.

The length of this contract is 3 years, beginning on the date listed above.



---

Barry Moore  
Chairman, Franklin County Commission



---

Charlotte Williams  
CET Director, Marion/Winston Animal Shelter

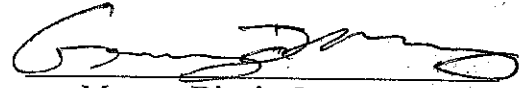
ADJOURNMENT

Chairman Moore thanked everyone for attending the meeting. He told everyone to stay weather aware this coming weekend with the threat of bad weather.

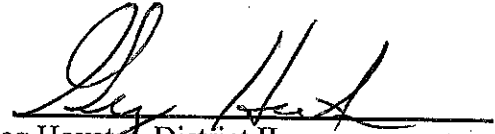
It is on motion of Mr. Joseph Baldwin, second by Mr. Grayson Murray, that the meeting be adjourned.



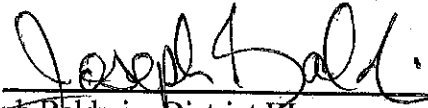
Barry Moore, Chairman



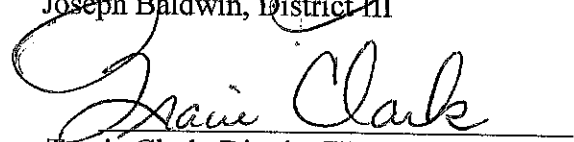
Grayson Murray, District I



Greg Hovater, District II



Joseph Baldwin, District III



Tracie Clark, District IV