

STATE OF ALABAMA §

LAUDERDALE COUNTY §

The Lauderdale County Commission convened at the Lauderdale County Courthouse in the City of Florence, Alabama at 5:00 p.m. on the 11th day of February, 2019. The meeting was called to order by the Chairman of the Lauderdale County Commission, Danny Pettus. Upon roll call, the following members answered present:

Danny Pettus	Chairman
Roger Garner	Commissioner, District 1
Joe Hackworth	Commissioner, District 2
Fay Parker	Commissioner, District 2
Legal Counsel:	
Christopher A. Smith	County Attorney
Those who were absent:	
Brad Holmes	Commissioner, District 1

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

The invocation and Pledge of Allegiance were delivered by Chairman Pettus.

Public Comments on Agenda items: None

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

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

Commissioner Parker moved, seconded by Commissioner Garner to approve a resolution that will update the Retired Senior Volunteer Program (RSVP) job description. This new job description is more updated and will reflect our current environment. There being no discussion and upon a vote taken, motion unanimously approved. Resolution and copy of the updated job description are herein recorded and made part of these minutes.

Commissioner Garner moved, seconded by Commissioner Parker to approve a resolution that will allow the Lauderdale County Commission to enter into a one-year agreement with Roadside, Inc. of Auburn, Alabama for consulting services. This service agreement will be from February 11th, 2019 to February 11th, 2020 and the cost of the consulting service agreement is twelve thousand five hundred dollars. Commissioner Garner stated that he could really see an improvement where this project has been used and Roadside, Inc is doing a tremendous job. There being no further discussion and upon a vote taken, motion unanimously approved. Resolution and copy of the agreement are herein recorded and made part of these minutes.

Commissioner Garner moved, seconded by Commissioner Hackworth to approve a resolution to renew the contract for the second year with American Paper, EcoLab, and Genesis as all three companies have agreed in writing to continue the current bid pricing for an additional year. There being no discussion and upon a vote taken, motion unanimously approved. Resolution is herein recorded and made part of these minutes.

Commissioner Garner moved, seconded by Commissioner Hackworth to approve a resolution authorizing the Lauderdale County Commission to enter into grant agreements between the Florence-Lauderdale Emergency Management Agency and the Alabama Law Enforcement Agency for Homeland Security Grants. The grant amounts are Grant 7 FSL in the amount of four thousand three hundred-fifty dollars and seventy-nine cents, Grant 7 LOC in the amount of three hundred eighty-two dollars and sixty-four cents, and Grant 7 FIL in the amount of sixteen dollars and sixty-four cents. The three grants will be combined and used to purchase TV monitors for the Emergency Operations Center. The Lauderdale County Commission does hereby give the Florence-Lauderdale Emergency Management director, George Grabryan, the authority to execute the grant agreements. There being no discussion and upon a vote taken, motion unanimously approved. Resolution is herein recorded and made part of these minutes.

Commissioner Parker moved, seconded by Commissioner Garner to approve a resolution authorizing the IT Department of the Lauderdale County Commission to update the contract with Comcast Business. The update will increase internet speed and also decrease our total monthly cost for an annual savings of two thousand six hundred and five dollars. The Lauderdale County Commission does hereby authorize Lauderdale County Administrator, Brenda Bryant, to sign and execute the contract. There being no discussion and upon a vote taken, motion unanimously approved. Resolution is herein recorded and made part of these minutes.

Commissioner Parker moved, seconded by Commissioner Garner to approve a resolution on behalf of Skypark Properties, LLC, Developer of Skypark V Subdivision, who has submitted a request for a waiver to the Lauderdale County Subdivision regulations. The proposed project is located outside the City of Florence city limits but is within the planning jurisdiction. Construction plans have been submitted to the City of Florence and approval has been granted by the City of Florence therefore, the Lauderdale County Commission has approved the requested waiver. There being no discussion and upon a vote taken, motion unanimously approved. Resolution and copy of waiver are herein recorded and made part of these minutes.

Commissioner Garner moved, seconded by Commissioner Hackworth to approve a resolution that will allow the Lauderdale County Commission to enter into a contract with Civil Group, LLC for the construction engineering and inspection for ALDOT Project No. IAR-039-000-003 – Construct Right Turn Lane at Intersection of US Highway 72 and Industrial Park Blvd, Rogersville, Alabama. The fee for this service will not exceed eighteen thousand five hundred and forty-five dollars. There being no discussion and upon a vote taken, motion unanimously approved. Resolution and contract are herein recorded and made part of these minutes.

In compliance with competitive bid laws of the State of Alabama, sealed bids were advertised for Bid No. LA 2019-1, “Various Print Bids”. Bid responses were received, publicly opened, and read aloud on February 8th, 2019 and a bid tabulation sheet was prepared for the Commissions review. Commissioner Garner moved, seconded by Commissioner Parker to approve the motion and accept the bids. Chairman Pettus asked the Lauderdale County Administrator, Brenda Bryant, for her recommendation. Ms. Bryant stated that there were two items on the bid, EMA – Letterhead and County Commission – Inventory Labels. Ms. Bryant stated that she recommends that Herald Printing of Florence be awarded the EMA – Letterhead at a bid price of one hundred seventy-five dollars for two thousand five hundred letterhead. Ms. Bryant also recommended that Printers and Stationers of Florence be awarded the County Commission – Inventory Labels at a bid price of two hundred ninety-five dollars for two thousand five hundred labels. There being no discussion and upon a vote taken, motion unanimously approved. Bids to be awarded to Herald Printing and Printers & Stationers, both of Florence, Alabama. Bid tabulation sheet is herein recorded and made part of these minutes.

The invoiced bills were audited, allowed, and ordered to be paid upon a motion by Commissioner Parker and seconded by Commissioner Garner. There being no discussion and upon a vote taken, motion unanimously approved.

CHECKS ISSUED JANUARY 28TH, 2019 THROUGH FEBRUARY 10TH, 2019

GENERAL-SPECIAL CHECK # 54453-54516	\$526,478.56
AGRI-BUSINESS FUND CHECK # 3703	\$32.85
LEPA FUND CHECK # 8133-8139	\$4555.93
GASOLINE TAX FUND CHECK # 16980-16990	\$213,890.31
PUBLIC BLDG., R & B SPECIAL CHECK # 455	\$750,000.00
PUBLIC HIGHWAY & TRAFFIC FUND CHECK # N/A	0.00
AL. TRUST CAPITAL IMPROVEMENT FUND CHECK # 359	\$194,827.40
RRR GASOLINE TAX FUND CHECK # 670	\$2,968.75
REAPPRAISAL FUND CHECK # 11496-11505	\$75,537.70
REAPPRAISAL MONEY MARKET CHECK # 572	\$100,000.00
TOURISM, REC. & CONVENTION FUND CHECK # 494	\$750.00
RSVP FUND CHECK # 17249-17255	\$3,539.64

CHILD PROTECTION FUND CHECK # N/A	0.00
SERIES 2001 DEBT SERVICE FUND CHECK # N/A	0.00
CDBG FUND CHECK # N/A	0.00
SOLID WASTE FUND CHECK # 7494-7508 (7494 IS VOID)	\$129,985.08
ACCOUNT PAYABLE FUND CHECK # 41116-41181	\$234,316.94
FIRE PROTECTION FEE FUND CHECK # N/A	0.00
INDUSTRIAL DEVELOPMENT TAX FUND CHECK # N/A	0.00
TOBACCO TAX FUND CHECK # 3041-3043	\$9,360.00
TVA TAX FUND CHECK # N/A	0.00

TOTAL: \$2,246,243.16

Scheduled Public Hearings: None

Staff Reports: None

Awards and Presentations: Mars Hill Football State Champions

Chairman Pettus welcomed the Mars Hill High School State Champions and read the resolution stating that the Mars Hill Bible School Varsity Football Program represented

Lauderdale County in an outstanding manner in that they won the 1A State Championship on December 6th, 2018. The Mars Hill Varsity Football team is deserving of the highest praise for their outstanding accomplishments which include becoming Class 1A/Region 8 Champions with a 6-0 record in region play, winning rounds 1 through 4 in the playoffs and setting several 2018 records. Commissioner Hackworth stated that he is very proud of the football team and their accomplishments. Commissioner Hackworth also stated that all of Lauderdale County is proud of them for winning the Championship and he is a graduate of Mars Hill himself. Commissioner Parker stated that he is very proud of the Mars Hill Football team. Commissioner Parker said that Mars Hill has a really good team and the boys seem to be real responsible young men. Chairman Pettus stated that he did not get to attend the games but he listened on the radio. Commissioner Garner stated that he is so proud of the football team and what they have accomplished.

Public Comment Period –

Mayor of Florence, Steve Holt, introduced the new Florence Animal Shelter Director, Cheryl Jones. Ms. Jones has worked at the center and Mayor Holt stated that he is confident that she is the person for the new animal shelter. Ms. Jones stated that the shelter is going to enter into some new areas of service for the County such as dog houses and fencing for its animals and she is excited for the new program that they are starting.

Robert Potts of 2200 County Road 41, Florence, stated that he is asking the Commissioners to look at the study that is going to come out about SEDA to see what needs to be improved upon and take a step back when going toward dissolving the SEDA program.

Bill Clemmons of Florence stated that he has information about the two courthouses that were built in 1898 and 1923. Mr. Clemmons stated that in November of 1898, the County put some information into the cornerstone of the building which included newspaper articles and boxes of photographs of the time period. Mr. Clemmons asked the Commissioners to put up a webpage for County archives because abstract archives are good information for people to look at since it gives the history of the owners of properties. Mr. Clemmons stated that a lot of court books are stored in different locations and all this needs to be stored in a central location. Commissioner

Parker stated that the Commission has discussed this issue and that a lot of citizens were interested in this program. Probate Judge Will Motlow stated that his department is scanning documents but the system is very complicated.

Jim Glass of Anderson, Alabama, stated that he is a part of the Lauderdale County Historic Society and that they have 18 or 20 markers throughout the County with historic comments.

There being no further business to come before the Commission and upon a motion made by Commissioner Parker and seconded by Commissioner Hackworth, the meeting was duly adjourned until the next regular meeting subject to call.

LAUDERDALE COUNTY COMMISSION

Danny Pettus, Chairman

Brad Holmes, Commissioner

Roger Garner, Commissioner

ATTEST:

Brenda Bryant, County Administrator

Fay Parker, Commissioner

Joe Hackworth, Commissioner

STATE OF ALABAMA §

LAUDERDALE COUNTY §

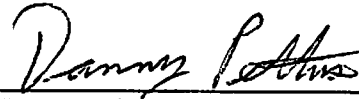
RESOLUTION

WHEREAS, the Lauderdale County Commission has determined that the Retired Senior Volunteer Program (RSVP) Director job description is out dated and in need of revision.


NOW THEREFORE BE IT RESOLVED, by the Lauderdale County Commission to approve the revision of the RSVP Director job description and a copy of the revised description is attached and made a part of this resolution.

Done this the 11th day of February, 2019.

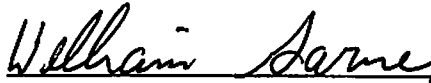
LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Brad Holmes, Commissioner




Roger Garner, Commissioner

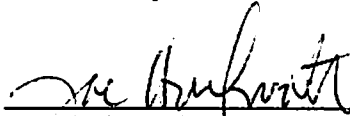
ATTEST:



Brenda Bryant, County Administrator



Fay Parker, Commissioner



Joe Hackworth, Commissioner

LAUDERDALE COUNTY

JOB DESCRIPTION

Title: Director

Dept: RSVP (Retired Senior Volunteer Program)

Salary: Grade 6

Job Analysis conducted: January 2019

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this job and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to:	County Administrator
Subordinate staff:	Assistant Director; Van Driver; Senior Aide
Other internal contacts:	Retired Senior Volunteers and County Commission Staff
External contacts:	Members of Chamber of Commerce; Health Agencies; Civic and Social Organizations; Local and State Government Officials; Retired Citizens; General Public; News Media

Job Summary

Performs varied administrative, supervisory, and public relations work related to the Retired Senior Volunteer Program in the county requiring independent judgment and action. Employs, supervises, and trains RSVP project staff and senior volunteers. Promotes the RSVP Program through radio, television, and speeches to various civic and social clubs, churches, colleges, and business groups and organizations. Conducts orientation for new volunteers, in service training and follow-up training as needed. Follows personnel policies and procedures consistent with those of the sponsor. Develop and maintain financial, personnel, and project records. Applies sound fiscal management techniques and maintains bookkeeping system.

Job Domains

A. Administrative and Management

1. Provide liaison for all aspects of the Retired Senior Volunteer Program with the sponsoring agency through its executive director.
2. Employ, supervise, and train RSVP project staff.
3. Follow personnel policies and procedures for project staff consistent with those of the sponsor and with recommendations of RSVP Advisory Council.
4. Provide staff assistance to the RSVP Advisory Council. Consult council on significant plans, local project policies, actions, -changes, and problems affecting the RSVP Program.
5. Develop and maintain records relating to finances, staff personnel, project, and volunteers.
6. Prepare and submit yearly budget to County Commission, NSSC and State for approval.
7. Adhere to approved budget Apply sound fiscal procedures, maintain bookkeeping system.
8. Authorize expenditures for project including approval of vouchers for reimbursement.
9. Oversee and approve reports to accommodate the administration, and program needs as specified by the sponsor, council, state, regional and federal personnel, or as appropriate.
10. Evaluate the effectiveness of operational procedures and program activities.
11. Attend ACTION training programs and appropriate meetings and conferences on aging, volunteerism, and related fields.
12. Promote the project by generating community support.
13. Perform related work as required.
14. Provide recognition for volunteers.

B. Public Relations

1. Promote the RSVP program through radio, newspapers, television appearances, speeches to civic and social clubs, churches, colleges, social agency business groups, and other organizations.
2. Promote RSVP Program with local, state, and national political leaders through correspondence, telephone, and private meetings.
3. Work with local mayors, city councils, sheriff department, other agencies to implement needed programs.
4. Develop stations for volunteers with agencies in local communities throughout the county.
5. Oversee and promote volunteers and volunteer stations in the local communities.
6. Maintain good working relationships with volunteers, volunteer stations, and council through home visits, hospital visits, attending funerals, and checking on absentees.

C. Recruitment and Orientation

1. Recruit persons 55 years old and older to become senior volunteers. Recruitment is done through word of mouth, newspapers, radio, television, churches, social and civic clubs, housing authorities.
2. Recruit volunteer stations. Develop memoranda of understanding between RS VP and volunteer station explaining exactly what is expected of parties involved. Obtain approval for volunteer coordinator and supervisor.
3. Conduct orientation for new volunteers and volunteer stations as to the duties, hours of work, means of transportation, how to handle job problems. Conduct all other necessary training needed for both volunteer and station.
4. Maintain close working relationship between volunteers and volunteer stations by conducting inservice training in their local communities. Provide follow-up training as job descriptions change and/or new duties are added.
5. Maintain specific number of volunteers and volunteer stations as provided in budget proposal.

D. Miscellaneous

1. Serves on county-wide commissions as requested by either the Probate Judge or the County Commission.

Knowledge, Skills and Abilities

(Any item with an asterisk will be taught on the job.)

1. Excellent verbal communication skills to make speeches to small and large groups up to 300 or more, make television appearances, and to train staff and volunteers.
2. Math skills to perform basic arithmetic operations.
3. Knowledge of bookkeeping principles and methods.
4. Writing skills to effectively communicate through letters, reports, etc.
5. Reading skills to understand documents, handbooks, directives, policies, and procedures.
6. Ability to work with elderly, to set up programs for them and to develop jobs or service for them.
7. Listening skills to be able to hear and understand instructions given in training courses.
8. Knowledge of RS VP program and personnel.
9. Skill in dealing with people of various socioeconomic, racial, and educational backgrounds.
10. Skill in program solving.
11. Organizational skill to develop new programs with different groups and ages.
12. Administrative and management skills.
13. Knowledge of community leaders and organizations.
14. Ability to motivate various people in communities to assist with RSVP program.
15. Ability to work with and supervise large groups of people.
16. Knowledge of the principles of business and political administration.
17. Knowledge of RSVP operations handbook, training manual.

Physical Characteristics

1. See well enough to read fine print.
2. Hear well enough to respond to verbal communication.
3. Speak well enough to address large groups of people.
4. Body movement or mobility to bend, lift, stand, move.
5. Use of hands and fingers to write, drive vehicles, and give demonstrations.
6. Stamina to work with all types of people.

Other Characteristics

1. Must possess a valid Alabama driver's license.
2. Be willing to travel to attend conferences, meetings, etc.
3. Be willing to work after hours and weekends to attend meetings, conferences, etc.
4. Any combination of education and experience which provides the necessary qualifications listed above.

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS Lauderdale County Commission has agreed to enter into a one year agreement for consulting services with Roadside Inc., of Auburn, Alabama for the period of February 11th, 2019 until February 11th, 2020; and

WHEREAS the fee for the Consultant's services provided in the Agreement is \$12,500.00.

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission does hereby authorize Lauderdale County Engineer, Eric Hill, to enter into the agreement for consulting services, and

BE IT FURTHER RESOLVED this contract is necessary to provide vegetation control consulting services to improve the quality of the roads and roadside rights of way in the best interest of the citizens of Lauderdale County.

Done this the 11th day of February, 2019.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Brad Holmes, Commissioner



Roger Garner, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator



AGREEMENT FOR CONSULTING SERVICES

This agreement entered into this 11th day of February 2019 between Lauderdale County, Alabama, a body corporate and politic, hereinafter referred to as the "County" and Roadside Inc., hereinafter referred to as the "Consultant".

Whereas, the County wishes to retain the Consultant to provide vegetation control consulting services for roadside rights of way, and the Consultant wishes to provide the same in accordance with the terms and conditions of this agreement;

Now, therefore, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

The Agreement consists of this written agreement. The Consultant shall perform the following consulting services in accordance with this agreement.

SCOPE OF SERVICES

The scope of services is to provide consulting services to the County as outlined below:

- Provide application timings and chemical mixes to achieve desired outcome
- Provide quality assurance by evaluating each application
- Answer questions and discuss treatments via phone & email
- Provide a minimum of four (4) on site visits
- Initial Sprayer Calibration

PROJECT PERIOD

The Scope of Services shall be provided for a period of approximately 12 months, beginning February 11, 2019 and ending February 11, 2020.

FEE FOR ADDITIONAL CONSULTING SERVICES

The fee for the Consultant's services provided in the Scope of Services is \$12,500.00. Additional services and fees are as follows when authorized by the County in writing:

Training a new driver: \$1,000 per day

Soil samples: \$500 per incident

Plant samples: \$1,200 per incident

Correction of mechanical issues as relates to spray components (in person): \$1,000 per day

Call out fee for spray complaint or issue: \$1,500 per incident

BILLINGS AND PAYMENTS

Payments are due and payable in full thirty (30) days from date of the invoice. Any sums due to the Consultant not paid when due and payable shall bear interest at the rate of one and one-half percent (1.5%) per month from due date until paid.

If the above terms are acceptable, please sign below for authorization for the proposed consulting services.

TERMINATION OF SERVICE

The County shall have the right at any time to terminate this Agreement by giving the Consultant ten (10) working day's written notice of its intent to terminate this Agreement, or any portion thereof. The County shall be obligated to pay the Consultant for all costs and services rendered by the Consultant up to the termination date.

Furthermore, the Consultant reserves the right to terminate this Agreement at any time. The Consultant shall give the County a ten (10) days written notice of its intent to terminate this Agreement or any portion thereof.

INDEMNITY

Consultant and County shall indemnify and hold harmless the other, their agents and employees from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the their negligent acts, errors, or omissions.

ADDITIONAL PROVISIONS

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of an agreement and shall be responsible for all damages resulting therefrom.

FOR THE COUNTY

Lauderdale County Alabama

BY _____

Title _____

Date _____

WITNESS

By _____

Title _____

Date _____

FOR THE CONSULTANT

Roadside Inc.

BY _____

Title _____

Date _____

WITNESS

By _____

Title _____

Date _____

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, Bid No. LA 2018-2 "Chemical and Cleaning Products" was awarded to the following vendors:

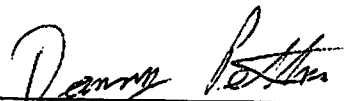
American Paper and Twine of Leighton, Alabama
Ginesis Natural Products of Waterloo, Alabama
EcoLab, Inc. of St. Paul, Minnesota

WHEREAS, by written confirmation, all companies named above have agreed to continue the current pricing provided in the original bid. This will be the second year of the bid contract with each of the companies.

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission does herein agree to renew with each of the above named companies for a period of one year under the same terms and conditions stated in the original bid.

Done this the 11th day of February 2019.

LAUDERDALE COUNTY COMMISSION



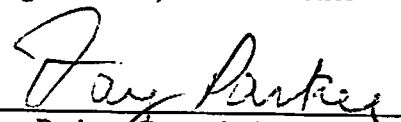
Danny Pettus, Chairman



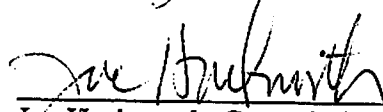
Brad Holmes, Commissioner



Roger Garner, Commissioner

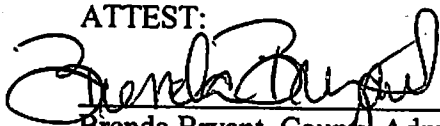


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Commission does hereby approve the grant agreements between the Florence-Lauderdale EMA and the Alabama Law Enforcement Agency for the State Homeland Security Grants named below:

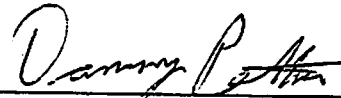
Grant 7 FSL in the amount of \$4,350.79
Grant 7 LOC in the amount of \$ 382.64
Grant 7 FIL in the amount of \$ 16.64

WHEREAS, the grant funding amounts listed above will be combined and used to purchase TV monitors for the Emergency Operations Center.

NOW THEREFORE BE IT RESOLVED, that the Lauderdale County Commission authorizes EMA Director, George Grabryan, to execute the grant agreements and that any necessary budget amendments are herein authorized for the financial management of the grants.

Done this the 11th day of February, 2019.

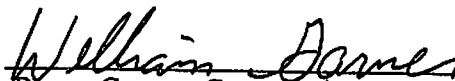
LAUDERDALE COUNTY COMMISSION



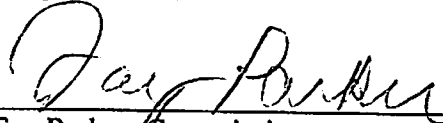
Danny Pettus, Chairman



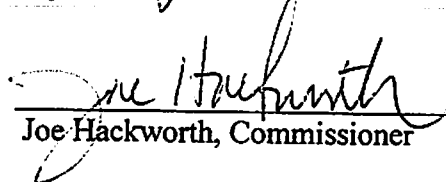
Brad Holmes, Commissioner



Roger Garner, Commissioner

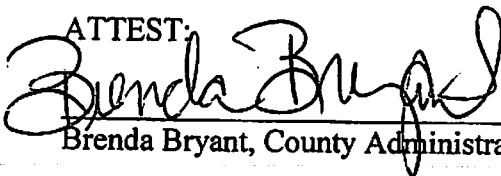


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

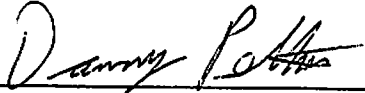
WHEREAS, the Lauderdale County Commission is committed to efficient customer service and work flow for County employees.

NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission that after research and reviewing information gathered from the IT Department, it would be in the best interest of the Lauderdale County Commission to update the contract with Comcast Business which will increase the internet speed and decrease our total monthly cost for an annual savings of \$2,605.00.

BE IT FURTHER RESOLVED that a contract with Comcast Business be authorized for a period of three years. The Lauderdale County Administrator, Brenda Bryant, is authorized to sign and execute the contract.

Done this the 11th day of February, 2019.

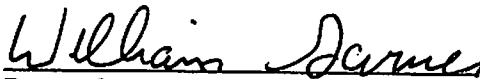
LAUDERDALE COUNTY COMMISSION



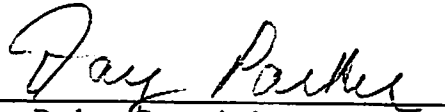
Danny Pettus, Chairman

absent

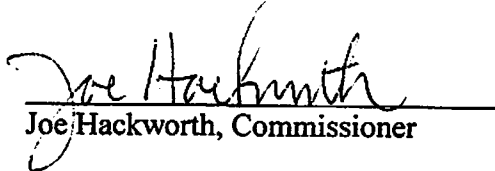
Brad Holmes, Commissioner



Roger Garner, Commissioner

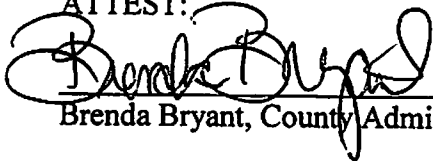


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

STATE OF ALABAMA §

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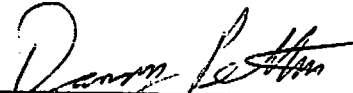
WHEREAS, Civil Group Engineering and Surveying on behalf of Skypark Properties, LLC, developer of the Skypark V Subdivision, has submitted a request for a waiver to the Lauderdale County Subdivision Regulations; and

WHEREAS, the proposed project is located outside the City of Florence city limits but is within the planning jurisdiction. Construction plans have been submitted to the City of Florence and approval has been granted by the City of Florence.

NOW THEREFORE BE IT RESOLVED, by the Lauderdale County Commission to approve the requested waivers to the Lauderdale County Design Regulations. A copy of the waiver request is attached and made part of this resolution.

Done this 11th day of February, 2019.

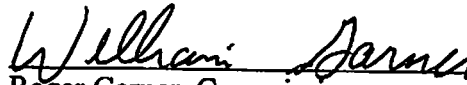
LAUDERDALE COUNTY COMMISSION



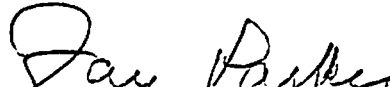
Danny Pettus, Chairman



Brad Holmes, Commissioner



Roger Garner, Commissioner

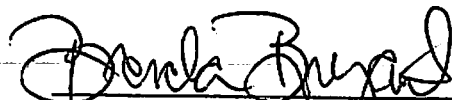


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator



February 4, 2019

Mr. Eric Hill
County Engineer
Lauderdale County, AL
1630 State Street
Florence, AL 35631

**RE: Skypark V Subdivision
Lauderdale County, AL
Road Design Variance Request**

Dear Mr. Hill;

Upon the request of Skypark Properties, LLC, Developer of the Skypark V Subdivision, located in the Northwest $\frac{1}{4}$ of Section 35, and the Southwest $\frac{1}{4}$ of Section 26, Township 2 South, Range 10 West, of Lauderdale County; Civil Group is requesting a waiver to the Lauderdale County Subdivision Regulations.

The proposed project is located outside the City of Florence City Limits, but within the planning jurisdiction. We have submitted the construction plans to the City of Florence for their approval and have been granted approval subject to departmental comments being satisfied. A copy of the City of Florence approval report is attached.

The proposed streets will be maintained by Lauderdale County and therefore require additional waivers to the Lauderdale County Design regulations as follows:

- **Design Speed-**
Section 5-4-3, (2) of the Subdivision Regulations states that the minimum design speed shall be no less than 25 mph. We are requesting that the design speed of Skypark V Subdivision streets be 20 mph due to the following reasons:
 1. The projected ADT would be 1-99. The ALDOT "County Road Design Policy" states that the typical design speed for rolling terrain and an ADT of 1-99 is 15 mph. (page 9.8)
 2. The ALDOT "County Road Design Policy" states that "with design speeds of 20 mph or less, conditions may warrant the elimination of superelevation." (page 9.11) The elimination of the superelevation will provide for more efficient use of the land and enable better driveway access to the County Road. Civil Group recommends that the road be designed and posted at a 20 mph design speed and eliminate the superelevation.

Thank you for your consideration in this matter. If any additional information is needed please feel free to contact us.

Sincerely,

William H. Alexander III (Trey), PE, PLS

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS Lauderdale County Commission has agreed to enter into a contract with Civil Group, LLC for construction engineering and inspection services for the following project:

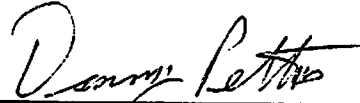
ALDOT Project No. IAR-039-000-003 – Construct Right Turn Lane at the Intersection of US Hwy 72 and Industrial Park Blvd, Rogersville, Alabama

WHEREAS the fee for the services provided in the contract is not to exceed \$18,545.00.

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission does hereby authorize and execute the contract. Any budget amendment that may be needed is authorized and approved.

Done this the 11th day of February, 2019.

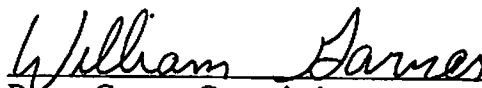
LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman

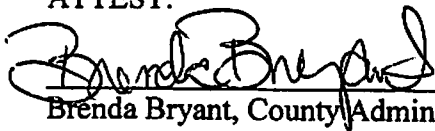


Brad Holmes, Commissioner

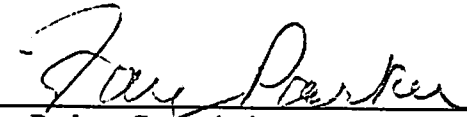


Roger Garner, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Fay Parker, Commissioner



Joe Hackworth, Commissioner

**STATE OF ALABAMA
COUNTY OF LAUDERDALE**

**CONTRACT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
FOR
ALDOT PROJECT NO. IAR-039-000-003
CONSTRUCT RIGHT TURN LANE AT THE INTERSECTION OF US HWY 72 AND
INDUSTRIAL PARK BLVD.
CITY OF ROGERSVILLE
LAUDERDALE COUNTY**

This agreement entered into as of the 22nd day of January, 2019, by and between Lauderdale County, Alabama, a Municipal Corporation, hereinafter known as the Owner and Civil Group, LLC (CG), Muscle Shoals, Alabama, hereinafter known as the Engineer.

WITNESSETH

Whereas, the Owner desires to undertake the construction of Projects IAR-039-000-003, to Construct a right turn lane at the intersection of US HWY 72 and Industrial Park Blvd. in City of Rogersville, Lauderdale County, and whereas the project will include certain engineering expertise, the Owner desires to engage the Engineer to render certain technical services and advice in connection with such undertakings of the Owner,

Now therefore, the parties hereto do mutually agree as follows, to-wit:

1. SCOPE OF WORK

Civil Group, LLC will provide the necessary construction engineering and inspection on the project to insure compliance with the plans and specifications and maintain all diaries, records and reports required by ALDOT for payment of contractor invoices.

2. TIME OF COMPLETION

Civil Group, LLC will be on the job site until the project is completed by the Contractor and within the contract time allowed.

3. COMPENSATION

For the Scope of Work outlined above, CG will be reimbursed as follows:

Construction Engineering and Inspection Services - Not to Exceed \$ 18,545.00

4. METHOD OF PAYMENT

For services provided for, when performed by the ENGINEER in accordance with this agreement, and as full and complete compensation therefore, including all necessary expenditures made and incurred by the ENGINEER in connection with this agreement, except as otherwise expressly provided herein, and subject to and in conformity with all provisions of this agreement, the OWNER will pay the ENGINEER the actual cost plus a fixed fee for profit as provided for in Code of Federal Regulations 23 CFR 172.

The ENGINEER will keep separate records of construction engineering and inspection cost, including hours worked by each employee classification, payroll additives, expenses, transportation and subsistence which are directly allocable to this contract. Payments will be made on the basis of acceptable accounting records of the ENGINEER which are subject to acceptance by the State and which records will be kept in compliance with Part 30 and 31, Federal Acquisition Regulations. Overhead will be based on the latest available information and must be supported by the ENGINEER'S records. All records will be made and kept in keeping with generally acceptable accounting practices and will be made available, if requested, for inspection by representatives of the OWNER, State and Federal Highway Administrations, and copies thereof shall be furnished by the ENGINEER if requested. All records necessary to substantiate charges under this contract will be retained by the ENGINEER for a period of at least three years after final reimbursement payment to the OWNER by the State for the project work.

The actual cost of work accomplished will include (1) all costs related to salaries of employees for time directly chargeable to the project; the salaries of principals for time they are productively engaged in work necessary to fulfill the terms of this contract; (2) Salary additives, the ENGINEER'S expenses and overhead to the extent they are properly allocable to the project; and (3) subcontractor cost, computed on basis of actual out-of-pocket expenses plus a five percent (5%) administrative additive.

Extra work will not be performed until and unless written authority is received from the OWNER indicating approval of the extra work and of the new maximum amount and the OWNER will not issue such written authority until and unless the OWNER is so authorized in writing by the State. Such a change, if approved, will not change or limit any of the other terms, conditions, or requirements of this agreement, provided however, additional time for completion of work maybe given in accordance with Article VII hereof.

The acceptance by the ENGINEER of the final payment will constitute and operate as a release to the OWNER of all claims and liability to the ENGINEER, its representatives and assigns for any and all things done, furnished or relating to the services rendered by the ENGINEER under or in connection with this agreement or any part thereof, provided that no unpaid invoices exist because of extra work required at the written request of the OWNER.

Overtime worked on this project is defined and will be billed as follows:

- a. Billable overtime is all time worked over forty hours each week or holidays observed by the ENGINEER.

b. The hourly overtime rate will be 1.5 times the hourly billable rate.

c. Hours worked on holidays observed by the ENGINEER will be billable at an hourly rate of 2 times the hourly billable rate. Billable holiday work will require prior approval by the STATE.

5. TERMINATION OF CONTRACT FOR CAUSE.

If through any cause, the Engineer fails to fulfill in timely and proper manner his obligations under this contract, or if the Engineer violates any of the covenants, agreements or stipulations of this contract, the Owner will thereupon have the right to terminate this contract by giving written notice to the Engineer of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, or other material prepared by the Engineer under this contract shall, at the option of the Owner, become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. Notwithstanding the above, the Engineer shall not be relieved of liability to the Owner for damages sustained by Owner by virtue of any breach of the contract by the Engineer, and Owner may withhold any payments to the Engineer for purpose of setoff until such time as the exact amount of damages due the Owner from the Engineer is determined.

6. TERMINATION OF CONTRACT FOR CONVENIENCE OF THE OWNER.

Owner may terminate this contract at any time by giving written notice to the Engineer of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in paragraph four (4) above, shall at the option of the Owner become its property. If the contract is terminated by the Owner as provided herein, the Engineer will be paid an amount which bears the same ratio to the total compensation as the construction contract services actually performed bear to the total cost of the construction contract, less payments of compensation previously made. If this contract is terminated due to the fault of the Engineer, paragraph four (4) hereof relative to termination shall apply.

7. CHANGES.

Owner may, from time to time, require changes in the Scope of Services of the Engineer to be performed hereunder. Such changes including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Owner and the Engineer, shall be incorporated in written amendments to this contract.

8. INTEREST OF OFFICIALS OF OWNER AND OTHERS.

No officer, member or employee of the Owner and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest or the interest of any corporations, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

9. ASSIGNABILITY.

The Engineer shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Owner.

10. INTEREST TO ENGINEER.

The Engineer covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Engineer further covenants that in the performance of this contract, no person having any such interest shall be employed.

11. FINDINGS CONFIDENTIAL.

Any reports, information, maps, data, etc., given to or prepared or assembled by the Engineer under this contract which the Owner requests to be kept confidential shall not be made available to any individual or organization by the Engineer without prior written approval of the Owner.

IN WITNESS WHEREOF the Owner and the Engineer have executed this agreement as of the date first above written.

ATTEST:

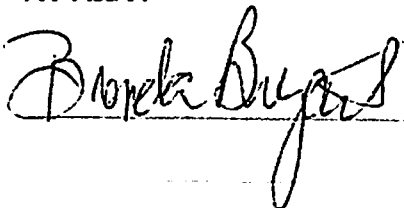


CIVIL GROUP, LLC



OWNER

ATTEST:



LAUDERDALE COUNTY, ALABAMA



CHAIRMAN

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Mars Hill Bible School Varsity Football Program represented Lauderdale County in an outstanding manner in that they won the 1A State Championship on December 6th, 2018 and became the first football team in Lauderdale County to win a State Championship since 1974; and

WHEREAS, the Mars Hill Bible School Football Team is deserving of the highest praise for their outstanding accomplishments which include becoming Class 1A/Region 8 Champions with a 6-0 record in region play, winning rounds 1 through 4 in the playoffs, and setting 2018 records in the following categories:

Most points scored (season)

Most total touchdowns (season)

Extra points kicked (season) – Jayce Thornton

Interceptions returned for a touchdown (season) – Joseph Hanson

Most kickoffs for touchdowns (season) – Peyton Higgins

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission does herein extend our heartiest congratulations to the Mars Hill Bible School Varsity Football Team, coaches, staff and all those who so greatly contributed to the team's 1A State Championship.

Done this the 11th day of February, 2019.

LAUDERDALE COUNTY COMMISSION

Danny Pettus
Danny Pettus, Chairman

absent
Brad Holmes, Commissioner

William Garner
Roger Garner, Commissioner

Fay Parker
Fay Parker, Commissioner

Joe Hackworth
Joe Hackworth, Commissioner

ATTEST:

Brenda Bryant
Brenda Bryant, County Administrator

LA-2019-1

BID ITEM: "Various Printing Jobs"
 OPENING: Friday, February 8, 2019
 DATE MAILED: Monday, January 28, 2019

	EMA - Letterhead	County Commission - Inventory Labels	NO RESPONSE	LOW BID	NO BID
Data Pro Attn: Joe Smith 2106-A West Ferry Way Huntsville, AL 35801					
First Impressions 459 James Road Hampton Cove, AL 35763					
Herald Printing 328 N. Pine Street Florence, AL 35630	(2500)- 175.00	(5000)- 301.00	(2500)- 119.00	(5,000)- 728.00	
Printer & Stationers 113 N Court Street Florence, AL 35630	(2500)- 199.00	(5,000)- 399.00	(2500)- 295.00		
Diversified Companies, LLC Attn: John Dawson 3721 Powers Court Chattanooga, TN 37416					
IMS Enterprises 3115 Northington Ct Florence, AL 35630					

NO TO PRICE BREAK
per George Grabryan

NO TO PRICE BREAK
per BB