

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 14<sup>th</sup> day of August, 2023. The meeting was called to order by Chairman, Danny Pettus. Upon roll call the following members answered present:

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

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

The invocation and Pledge of Allegiance were delivered by Commissioner Garner.

Awards and Presentations: None

Public Comments on Agenda Items: None

Commissioner Parker moved, seconded by Commissioner Hackworth 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 a part of these minutes.

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

Commissioner Hackworth moved, seconded by Commissioner Black to dispose of certain capital assets which will be included in a detailed list attached to this resolution. There being no discussion, and upon a vote taken, motion was unanimously approved. Resolution is herein recorded and made a part of these minutes.

Commissioner Parker moved, seconded by Commissioner Hackworth to apply jointly with Florence City for a JAG Grant, and enter into a Memorandum of Understanding to divide said grant equally between both County and City. Each receiving nine thousand two hundred thirty-four and fifty cents. There being no discussion and upon a vote taken, motion was unanimously approved. Resolution is herein recorded and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Black to approve using White, Lynn, Collins, and Associates to perform services for securing and administering the ADEM Construction Stormwater Permit for the Workforce Development Center Project. Any budget amendment will be approved, and the contract will be attached. There being no discussion, and upon a vote taken, motion was unanimously approved. Resolution is herein recording and made a part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Parker to approve a recommendation by Eric Hill, Lauderdale County Engineer to enter into a contract with Somers Consulting Services to analyze traffic operations for various intersections with any necessary budget amendments being approved to complete these services. There being no discussion and upon a vote taken, motion was unanimously approved. Resolution is herein recorded and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Garner to use Oakley Land Company to remove road building supplies, topsoil, soil aggregate, granular soil, stone, sand gravel, chert, earth, etc. located on county road 8 across from Genesis Natural Products. This contract will be attached to these minutes and any budget amendment needed will be approved also. There being no discussion and upon a vote taken, motion was unanimously approved. Resolution is herein recorded and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Garner to approve Patricia Collier continuing to be on the Board of Equalization. This is a four-year term, and her new term will expire on September 30, 2027. There being no discussion and upon a vote taken, motion was unanimously approved. Resolution is herein recorded and made a part of these minutes.

Roger Garner, Joe Hackworth, and Judge Edward Tease's terms on the Agriculture Authority Board expired on July 17, 2023. They would like to continue to be on this board for another six-year term expiring on July 17<sup>th</sup>, 2029. Commissioner Garner and Commissioner Hackworth said they would both abstain from voting, and County Administrator, Brenda Bryant called for a roll call vote.

Commissioner Garner: Abstain

Commissioner Black: Yay

Commissioner Parker: Yay

Commissioner Hackworth: Abstain

Print Bids for LA 2023-3 "Various Print Jobs" were received, opened, and publicly read aloud on Friday, August 11<sup>th</sup>, 2023. Chairman Pettus referred to Lauderdale County Administrator, Brenda Bryant for her recommendation. Brenda recommended to accept the bid from Herald Printing for everything with the exception of the License Department envelopes, and those will be purchased from PSI. A motion was made by Commissioner Garner, and seconded by Commissioner Hackworth. There being no discussion and upon a vote taken, motion was unanimously approved and Bid 2023-3 "Various Print Jobs" is herein recorded and made a part of these minutes.

All invoiced bills were audited and ordered to be paid upon by a motion made by Commissioner Parker seconded by Commissioner Black. Upon a vote taken, motion was unanimously approved. Resolution is herein recorded and made a part of these minutes.

LAUDERDALE COUNTY CHECKS ISSUED :  
July 24, 2023 to August 13, 2023

1	General-Special	60608-60674	1,054,798.22
2	Agri-Business Fund	4050-4056	1,888.51
3	Pistol Permit Revenue Reduction Fund	N/A	0.00
4	Opioid Settlement Fund	N/A	0.00
5	LEPA Fund	9011-9026	10,513.71
6	Gasoline Tax Fund	18650-18671	921,780.56
7	Public Bldg., R & B Special	N/A	0.00
8	Public Highway & Traffic Fund	N/A	0.00
9	Al. Trust Capital Improvement Fund	384	2,276.91
10	RRR Gasoline Tax Fund	N/A	0.00
11	Reappraisal Fund	12570-12592	70,764.81
12	Reappraisal Money Market	N/A	0.00
13	Tourism, Rec. & Convention Fund	612-613	5,750.00
14	RSVP Fund	18162-18175	4,917.55
15	Child Protection Fund	1278	472.38
16	Rebuild Alabama Gas Tax Fund	N/A	0.00
17	Rebuild Alabama Diesel Tax Fund	N/A	0.00
18	Federal Aid Exchange Fund	1007	402,366.15
19	Workforce Development Center Fund	1053	35,000.00
20	Special Grants Fund	N/A	0.00
21	ARPA Revenue Reduction Fund	N/A	0.00
22	Coronavirus Rescue Act Fund	1074-1076	234,148.01
23	CDBG Fund	N/A	0.00
24	Solid Waste Fund	9206-9231	452,337.32
25	Account Payable Fund	47336-47429	638,982.30
26	Fire Protection Fee Fund	N/A	0.00
27	Industrial Development Tax Fund	1238	838,795.54
28	Tobacco Tax Fund	3179	7,061.40
29	TVA Tax Fund	6428-6440	436,298.62

Scheduled Public Hearings: None

Staff Reports: None

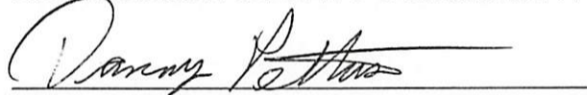
Public Comment Period:

Donald Stalons from Killen, AL gave handouts to all the Lauderdale County Commissioners while he spoke to the Commissioners about his concerns of speeding in his neighborhood. Mr. Stalons said he would like the speed limit to be lowered as well as changing the color of the sign from yellow to white.

Chris Smith, Lauderdale County Attorney explained that the Lauderdale County Commissioners would be going into an Executive Session after the meeting adjourns.

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.

LAUDERDALE COUNTY COMMISSION



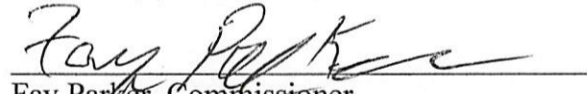
Danny Pettus, Chairman



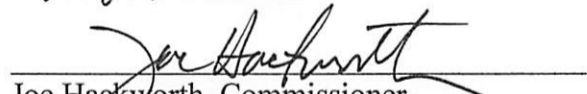
Roger Garner, Commissioner



Brad Black, Commissioner




Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:

  
Brenda Bryant, County Administrator

**LAUDERDALE COUNTY COMMISSION**  
**REGULAR MEETING AGENDA**  
**August 14, 2023**

**A. OFFICIAL AGENDA**

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

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

**REGULAR BUSINESS**

1. Review and Motion to Consider Agenda Items
2. Approve minutes of last meeting
3. Resolution—Capital Assets Disposal
4. Resolution—JAG Grant with Florence City
5. Resolution—White, Lynn, Collins Contract
6. Resolution—Traffic Program
7. Resolution—Oakley Land Company
8. Board Appointments
9. Print Bid No. LA 2023-3
10. Audit and Approve Invoiced Bills

**B. SCHEDULED PUBLIC HEARINGS – none**

**C. STAFF REPORTS**

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

**E. ADJOURN**

STATE OF ALABAMA §

LAUDERDALE COUNTY §

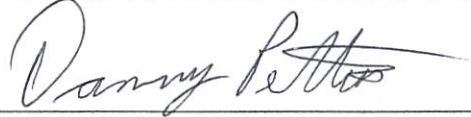
RESOLUTION

WHEREAS, Lauderdale County Commission would like to dispose of certain capital assets which will be included in a detailed list attached to this resolution; and

THEREFORE, BE IT RESOLVED by the Lauderdale County Commission that the disposal of these capital assets in this attached list be approved.

Done this the 14<sup>th</sup> day of August, 2023.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:

  
Brenda Bryant, County Administrator

**DISPOSAL OF CAPITAL ASSETS:**

<b>ASSET#</b>	<b>DESCRIPTION</b>	<b>REASON</b>	<b>COST</b>	<b>PURCHASE DATE</b>	<b>DEPT.</b>
7388	Milnor Washing Machine	Replaced in FY22-Southeastern removed it	\$ 8,949.00	9/14/2009	Detention Center
7068	Milnor Washing Extractor	Replaced in FY21-Southeastern removed it	\$ 7,936.00	5/15/2007	Detention Center
8008	CAPS Boom Mower	Junk-Sold FY20 on Tractor #725 on Gov.Deals	\$ 40,500.00	2/10/2014	Road- Const.
9047	Blue Diamond Brush Cutter Attachment	Sold FY22 by Gov.Deals on Asset #1632	\$ 5,237.22	4/29/2019	Solid Waste
8665	Hobart AM15-2 Dishwasher	Replaced FY23-Dykes Restaurant removed it	\$ 14,139.83	9/25/2017	Detention Center
6899-6933	Automark Voting Machines (6025.00)	Replaced by Express Vote Machines-ES&5 removed	\$210,875.00	5/22/2006	Elections
3823	Savin 9922DP-AF220 Copier		\$ 5,045.00	1/11/2001	EMA
7606	Mail Machine with 10lb. Scale	Carried to Landfill in Prior Year/Failed to Remove	\$ 8,995.00	4/26/2011	County
Commission					

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the jurisdictions of Lauderdale County, Alabama, and the City of Florence, Alabama have been certified as disparate jurisdictions by the Alabama State Attorney General for purposes of application to the Edward Byrne Memorial Justice Assistance Grant Program (JAG); and

WHEREAS, Lauderdale County and the City of Florence, Alabama are authorized to receive a total of eighteen thousand four hundred sixty-nine dollars and fifty cents in JAG funds for 2023; the funding will be divided equally for a total of nine thousand two hundred thirty-four dollars and fifty cents each for the City of Florence and Lauderdale County as detailed in a Memorandum of Understanding and Disparate Jurisdiction Agreement between the two parties that will be attached to this resolution.

NOW THEREFORE BE IT RESOLVED that the 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) is herein approved and accepted and that the City of Florence will be the lead applicant and financial administrator for the grant.

BE IT FURTHER RESOLVED that any necessary budget amendments are herein authorized for the financial management of this grant.

Done this the 14<sup>th</sup> day of August, 2023.

LAUDERDALE COUNTY COMMISSION

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

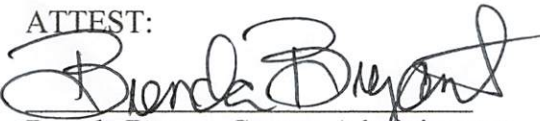
  
\_\_\_\_\_  
Roger Garner, Commissioner

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

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

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

ATTEST:

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



STATE OF ALABAMA \*

LAUDERDALE COUNTY \*

DISPARATE JURISDICTION AGREEMENT

Due to the fact that the jurisdictions of Lauderdale County, Alabama, and the City of Florence, Alabama have been certified as disparate jurisdictions by the Alabama State Attorney General for purposes of application to the Edward Byrne Memorial Justice Assistance Grant Program (JAG); and

In recognition of the fact that Lauderdale County, Alabama, and the City of Florence, Alabama are authorized to receive a total of \$18,469.50 in JAG Funds for 2023 and

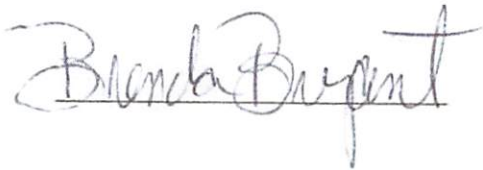
Due to the fact that this funding disparity among JAG grant applicants must be resolved in accordance with the provisions of the JAG Grants Program

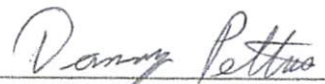
It is herein agreed that a joint application for the Edward Byrne Memorial Justice Assistance Grant Program shall be made in the amount of \$18,469.00 for the City of Florence and Lauderdale County, Alabama and the funding will be divided equally for a total of \$9,234.50 for the City of Florence and \$9,234.50 for Lauderdale County.

Done this the 14 day of August, 2023.

COUNTY OF LAUDERDALE

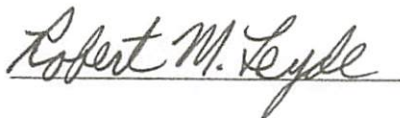
Witness:



  
\_\_\_\_\_  
Danny Pettus, Chairman  
Lauderdale County Commission

CITY OF Florence Police Department

Witness:



  
\_\_\_\_\_  
Andy Betterton, Mayor  
City of Florence

GMS GRANT APPLICATION NUMBER \_\_\_\_\_

STATE OF ALABAMA

COUNTY OF LAUDERDALE

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF FLORENCE  
AND THE COUNTY OF LAUDERDALE, ALABAMA

2023 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM

This Agreement is made and entered into this 14 day of August, 2023 by and between the County of Lauderdale, acting by and through its governing body, the County Commission, hereinafter referred to as County, and the City of Florence, acting by and through its governing body, the City Council, hereinafter referred to as City, both of Lauderdale County, State of Alabama, witnesseth:

WHEREAS, this agreement is made under the authority of City and County governing bodies; and

WHEREAS, each governing body in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance for this Agreement is in the best interests of both parties, that the undertaking will benefit the public and that the division of costs fairly compensates the performing party for the services of functions under this agreement, and

WHEREAS, the City agrees to serve as the applicant and fiscal agent for the joint funds, and

WHEREAS, the City agrees to provide the County \$9,234.50 of the total \$18,469.00 of the JAG Program; and

WHEREAS, the City and County believe it to be in their best interests to reallocate the JAG funds

NOW THEREFORE, the City and County agree as follows:

SECTION 1.

City Agrees to pay the County a total of \$9,234.50 of the JAG Program funding to be used within the grant guidelines..

SECTION 2.

City agrees to use \$9,234.50 for the JAG Program within the grant guidelines.

SECTION 3.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

SECTION 4.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

SECTION 5.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

City of Florence, Alabama

County of Lauderdale, Alabama



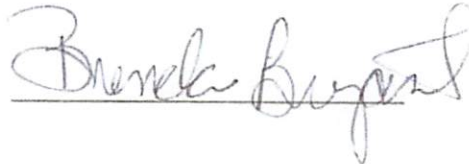
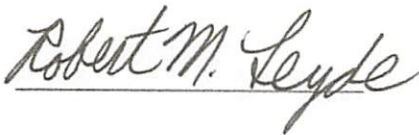
Mayor



Lauderdale County Commission  
Chairman

ATTEST:

ATTEST:



STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

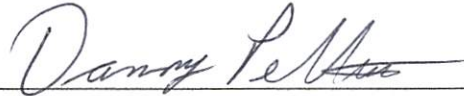
WHEREAS, Lauderdale County is in need of an engineering company to perform services for securing and administering the ADEM Construction Stormwater Permit for the Workforce Development Center Project; and

WHEREAS, White, Lynn, Collins & Associates are civil engineers/ land surveyors and have performed these services for Lauderdale County in the past.

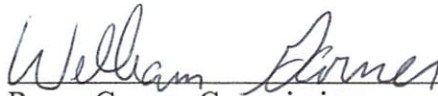
NOW THEREFORE BE IT RESOLVED, by the Lauderdale County Commission to enter into a contract, that will be attached to this resolution, with the firm of White, Lynn, Collins & Associates for the Stormwater permit and inspections for the Workforce Development Center, and any necessary budget amendments be approved to complete these services.

Done this the 14<sup>th</sup> day of August, 2023.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner

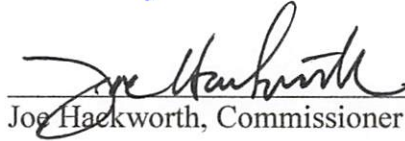


Fay Parker, Commissioner

ATTEST:



Brenda Bryant, Administrator



Joe Hackworth, Commissioner

August 3, 2023

Lauderdale County Commission  
P.O. Box 1059  
Florence, AL 35631

Attn: Ms. Brenda L. Bryant, County Administrator

Reference: Engineering Services Proposal for ADEM Permit  
Workforce Development Center Project  
Florence, Alabama

Dear Ms. Bryant:

White, Lynn, Collins and Associates, Inc., (WLC) is pleased to present the following proposal to the Lauderdale County Commission (Client) for Engineering Services required for securing and administering the ADEM Construction Stormwater Permit for the above referenced project. Below is a description of the scope of work provided by this proposal and the associated fees.

**SCOPE OF WORK:**

Item #1: **NPDES Stormwater Permit and Inspections:** Due to the amount of disturbed area as a result of the above referenced project, a construction stormwater permit from the Alabama Department of Environmental Management (ADEM) will be required. WLC proposes to complete and submit the NOI (Notice of Intent) permit application package to ADEM, develop the required CBMPP (Construction Best Management Plan and Procedures) and perform the required site inspections during construction with documentation reporting to the Permittee.

Per ADEM's General Permit for Construction Storm Water (Part III.H.3.), site inspections for this project are required at least once per month AND after a qualifying precipitation event until the permit can be terminated or monitoring suspended. **Please note that depending on weather conditions at the site, there may be multiple inspections required each month.**

ADEM's General Permit for Construction Storm Water currently expires in March 2026. Active construction sites at that time will need to re-register. If it becomes necessary to re-register the site, **an extra lump sum fee of \$200.00** will be required for compiling and submitting the re-registration package to ADEM. This fee DOES NOT include ADEM's Permit Fees associated with re-registering the permit.

ADEM also requires that all NOI application packages and permit fees be submitted electronically through their website. The current fee for initial registration of a construction site is \$1,385.00. **This proposal includes a total of \$1,385.00 toward ADEM's Permit Fee (for Initial Registration Only).** WLC will file the application package electronically and make payment on behalf of the Client. **If ADEM increases their fees after the execution of this agreement, the additional amount will be due in full before the permit package and fees are submitted.**

**COMPENSATION:**


Item 1: NPDES Stormwater Permit Application.....\$2,000.00  
Stormwater Inspections & Reporting.....\$300.00/Inspection


**CONDITIONS**

Any work outside the scope of this proposal will be considered as extra work. Any extra work requested and authorized by the Owner will be performed in addition to the fees above at our normal hourly rates (See attached Fee Schedule).

If this proposal is executed and becomes void for any reason by any party, WLC will be compensated for actual hours worked to that point using our normal hourly rates. Otherwise, payment for services will be billed on a monthly basis for services rendered.

If this proposal is satisfactory, please submit a purchase order with this proposal attached as authorization to proceed with this work. Feel free to contact me if you have any questions.

  
White, Lynn, Collins and Associates, Inc.  
Richard O. Edmonds, Vice-President

  
Lauderdale County Commission  
Mr. Danny Pettus, Chairman

Date 8-3-2023  
G:\proposals\Proposals 2023\LCC -- Workforce Development Centert--ADEM Permit (8-3-23).doc

Date 8/14/23

JANUARY 2023

FEE SCHEDULE

PRINCIPAL ENGINEER.....	\$125.00
REGISTERED SURVEYOR.....	\$125.00
STRUCTURAL ENGINEERING DESIGN.....	\$150.00
DESIGN ENGINEER.....	\$90.00
COMPUTER AIDED DRAFTING WITH OPERATOR.....	\$65.00
DRAFTSMAN / PARTY CHIEF FOR SURVEY CALCULATIONS.....	\$70.00
CLERICAL.....	\$55.00
INSPECTOR.....	\$75.00
RECORDS RESEARCH.....	\$85.00
SURVEY CREW WITH GPS EQUIPMENT.....	\$150.00
(OVERTIME & HOLIDAYS - \$ 225.00 PER HOUR)	

**NOTE: All rates are per hourly basis and portal to portal.**

Outside Consultants (photogrammetry, etc.)..... Cost + 20%

Miscellaneous supplies and equipment above normal surveying & engineering requirements  
(Must be approved in writing by authorized personnel).....Cost + 20%

Travel to jobs greater than 25 miles from our office will be charged at \$ 0.65.5 per mile.

STATE OF ALABAMA §

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RESOLUTION

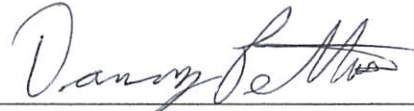
WHEREAS, Lauderdale County Road Department is in need of a consulting company to perform a traffic study that will analyze the traffic operations for various intersection improvement strategies and signal timing scenarios at the intersection of Lambs Ferry Road/Wheeler Street and US Highway 72; and

WHEREAS, Somers Consulting Services, LLC have developed a proposal, and presented it to Lauderdale County Engineer, Eric Hill.

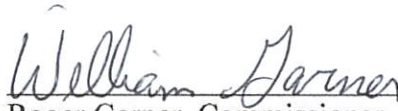
NOW THEREFORE BE IT RESOLVED, the Lauderdale County Commission agrees to enter into a contract, attached to this resolution, with Somers Consulting Services, LLC as directed by the Lauderdale County Engineer, and any necessary budget amendments be approved to complete these services.

Done this the 14<sup>th</sup> day of August, 2023.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



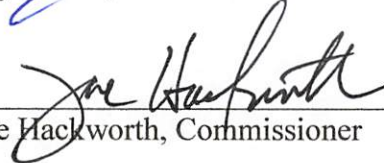
Roger Garner, Commissioner



Brad Black, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, Administrator





**SOMERS CONSULTING SERVICES, LLC**

July 20, 2023

Mr. Eric Hill, County Engineer  
Lauderdale County Road Department  
P.O. Box 1059  
Florence, AL 35631

**RE:** Proposal for Traffic Engineering Services  
Intersection/Corridor Analysis – Wheeler Street/Lambs Ferry Road at US Highway 72  
Rogersville, AL

Dear Eric:

Thank you for the opportunity to present this submittal for traffic engineering services. As requested, we have developed a proposal for a Traffic Study for the aforementioned project in the above subject line. Our specific scope for this effort follows:

**SCOPE OF SERVICES**

Somers Consulting Services (SCS) will prepare a Traffic Study meeting the expectations of the Lauderdale County Commission and Road Department. These services are to analyze the traffic operations for various intersection improvement strategies and signal timing scenarios at the intersection of Lambs Ferry Road/Wheeler Street and US Highway 72 (Lee Highway).

Traffic data will be gathered on a typical weekday, consisting of an updated peak hour turning movement count between the hours of 7-9 AM, 11AM-1PM and 2-6 PM at the study intersection. Additionally, count data will be gathered for the same time period at the Intersection of Lee Street and Wheeler Street immediately north of the study intersection. From the data collected, the peak hour turning movement volumes will be determined.

The study intersections will be evaluated for existing traffic conditions using current Highway Capacity Manual (HCM) methodology. The existing operations will be for the current lane configuration and traffic control at the study intersection(s) to determine a Level of Service (LOS) for each intersection based on average vehicle delay.

The study intersection will then be re-analyzed according to the HCM procedures to estimate anticipated delay and level of service for the intersection to quantify the potential benefits of different improvement scenarios. The improvement scenarios to be analyzed will include “spilt phasing” signalization and the addition of turn lanes along Wheeler Street and/or Lambs Ferry Road at the intersection, among other potential solutions. Our analysis will also analyze affects of any improvements at the nearby intersection of Wheeler Street and Lee Street to ensure no detrimental traffic operations will occur.

2206 Shades Crest Road – Huntsville, AL 35801  
(256) 603-4888  
somersconsultingllc@gmail.com

SCS will also provide assistance to GMC on development and feasibility of concept level improvements from a traffic viewpoint to assist any civil design efforts. This will consist of 2-3 meetings as desired to refine and critique design concepts and parameters per client's request, along with assistance as requested to petition any improvements to the Alabama Department of Transportation (ALDOT).

The results of the analysis will be documented in a memo-style report which will be suitable for submission to ALDOT, to include appropriate technical appendices.

## EXCLUSIONS

The following services are excluded from this proposal:

1. Services resulting from significant changes in the scope, extent, or character of the Project.
2. Services required as a result of Client's providing incomplete or incorrect project information.
3. Traffic Signal Warrant Analysis or any Traffic Impact Studies
4. Additional traffic counts or analysis for more than those intersections specifically identified in our scope of services.
5. Coordination with any agency outside of the Lauderdale County Commission and ALDOT.
6. Land surveying or civil engineering design (roadway/intersection design, etc.)

## SCHEDULE AND FEE

SCS proposes to perform this scope of services for a lump sum fee of **\$10,000**. Direct reimbursable expenses may include but are not be limited to the following: printing, delivery charges, shipping, and mileage. All permit, application, third party review and submittal fees applicable or required are to be paid by the Client. Additional requested services will be billed at my standard hourly billing rate of \$200.

Attached is a Professional Services Agreement. If this proposal is acceptable, please sign the last page of the Professional Services Agreement and return one copy for our records.

Again, we thank you for the opportunity to work with you on this project. Please let me know if you have any questions or if you need any additional information.

Sincerely,



Andy Somers, PE, PTOE  
Somers Consulting Services

## Attachments

- o Exhibit "A" Professional Services Agreement

Cc: File

## EXHIBIT "A"

## PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT effective as of July 20, 2023 ("Effective Date") between:

Client	Engineer
Lauderdale County Road Department P.O. Box 1059 Florence, AL 35631	Somers Consulting Services 2206 Shades Crest Road Huntsville, AL 35801

**FOR PROFESSIONAL CIVIL ENGINEERING SERVICES FOR THE FOLLOWING PROJECT:**  
INTERSECTION OPERATIONAL ANALYSIS – LAMBS FERRY ROAD/WHEELER STREET AT US HIGHWAY 72

Client and Engineer in consideration of their mutual covenants as set forth herein agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

Engineer shall provide the Basic and Additional Services set forth herein.

**ARTICLE 2 - CLIENT'S RESPONSIBILITIES**

**2.01 General:** Client shall execute this agreement in a timely manner. If Client has authorized the Engineer to proceed with Scope of Services by verbal and/or email prior to furnishing a signed copy of this agreement, the Client is bound by the terms of this agreement.

**ARTICLE 3 - TIMES FOR RENDERING SERVICES**

**3.01 General:** Engineer's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, Engineer's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

**ARTICLE 4 - PAYMENTS TO ENGINEER****4.01 Methods of Payment for Services and Reimbursable Expenses of Engineer**

*For Basic Services:* Client shall pay Engineer for Basic Services performed or furnished under Exhibit A.

*For Additional Services:* Client shall pay Engineer for Additional Services performed on an Hourly Basis at the rates identified herein or a Negotiated Lump Sum Fee for the Additional Services.

*For Reimbursable Expenses:* Client shall pay Engineer for Reimbursable Expenses incurred by Engineer and Engineer's Consultants, at a rate of cost plus 0%.

**4.02 Payments**

*Payment of Invoices:* Invoices are due and payable upon receipt. If Client fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Client, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

*Disputed Invoices:* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. It is the Client's responsibility to identify any disputed invoices. Invoices not identified within 30 days will not be eligible for dispute.

Somers Consulting Services, LLC  
2206 Shades Crest Road – Huntsville, AL 35801  
(256) 603-4888  
somersconsultingllc@gmail.com

## ARTICLE 5 - OPINIONS OF COST

**5.01 Opinions of Probable Construction Cost:** Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator. Engineer assumes no responsibility for the accuracy of opinions of Project Construction Costs.

## ARTICLE 6 - GENERAL CONSIDERATIONS

**6.01 Standards of Performance:** The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

**6.02 Geotechnical Subsurface Exploration:** It is recommended that the Client retain a Geotechnical firm to make a subsurface investigation for rock and other subsurface conditions not observable from the surface. Provided that the Client has conducted such subsurface investigations, the Engineer will, working in concert with the Client, perform the Civil Design to accommodate the Client's desires so as to minimize the anticipated amount and cost of rock removal. If, after site work construction commences, the site work contractor encounters greater amounts of rock than anticipated, the Engineer will, at the Client's expense, redesign the civil work to accommodate that rock, with the cost of such redesign to be paid to the Engineer by Client as Additional Services. The Client acknowledges that notwithstanding the Geotechnical investigation, that the Engineer is not responsible for costs associated with the rock removal should more rock, or other subsurface conditions, be encountered beyond what the Geotechnical report indicates.

**6.03 Use of Documents:** All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Engineer) whether or not the Project is completed. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

**6.04 Termination:** The obligation to provide further services under this Agreement may be terminated by either party upon written thirty day notice.

**6.05 Controlling Law:** This Agreement is to be governed by the law of the state of Alabama.

**6.06 Successors, Assigns, and Beneficiaries:** Client and Engineer each is hereby bound to the other party to this Agreement. Neither Client nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

**6.07 Dispute Resolution:** It is expressly agreed between Client and Engineer, that any claims, disputes or other matters or questions ("Dispute") arising out of the performance of this Agreement or the breach thereof, will initially be referred to Mediation, unless the parties agree to waive the Mediation requirement and to proceed directly to Arbitration. Any such Dispute, which is not resolved through Mediation, shall be resolved by binding Arbitration, pursuant to the Construction Industry Rules of the American Arbitration Association, then in force and effect. Client further agrees that in the event that the Engineer may be involved in an Arbitration with other parties; that is involved with or relates to the performance of this Agreement, Client agrees to join in such

Arbitration. Notwithstanding any provision of this Agreement to the contrary, should the Engineer be involved in litigation, which may involve the Client, Client agrees to the joinder in the aforesaid litigation.

**6.08 Hazardous Environmental Condition:** To the extent known to Client has disclosed to the best of its knowledge to Engineer the existence of all asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the Project Site, including type, quantity and location. It is acknowledged by both parties that Engineer's Basic Scope of Services does not include any services related to a Hazardous Environmental Condition.

**6.09 Allocation of Risks**

A. Client acknowledges that even with accomplishment of Geotechnical and Subsurface Investigations, it is impossible to determine the exact composition of subsurface conditions, and that the risk and costs of addressing such necessarily are born solely by the Client.

1. To the fullest extent permitted by law, Client shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, employees, and Engineer's consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project.

2. To the fullest extent permitted by law, Engineer's total liability to Client and anyone claiming by; through; or under Client for any cost, loss, or damages caused in part by the negligence of Engineer and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Engineer's negligence bears to the total negligence of Client, Engineer, and all other negligent entities and individuals.

3. In addition to the indemnity provided under paragraph 6.09.A.1 of this Agreement, and to the fullest extent permitted by law, Client shall indemnify and hold harmless Engineer and its officers, directors, partners, employees, and Engineer's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting there from, and (ii) nothing in this paragraph 6.09.A.3 shall obligate Client to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

B. Limitation of Engineer's Liability:

*Engineer's Liability Limited to Amount of Engineer's Compensation.* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Client and anyone claiming by; through; or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total compensation received by Engineer under this Agreement.

**6.10 Notices:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

**6.11 Survival:** All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination.

**6.12 Severability:** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**6.13 Waiver:** Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**ARTICLE 7 - EXHIBITS AND SPECIAL PROVISIONS**

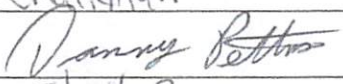
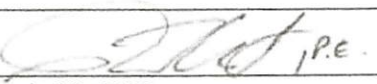
**7.01 Exhibits Included:**

Item 1: Proposal for Professional Services dated July 20, 2023

**7.02 Total Agreement:** This Agreement constitutes the entire agreement between CLIENT and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

**ARTICLE 8 - ACCEPTANCE**

By signing below the Client agrees to the Terms and Conditions of this Agreement.

Client:		Engineer:	
Lauderdale County Road Department P.O. Box 1059 Florence, AL 35631		Somers Consulting Services 2206 Shades Crest Road Huntsville, AL 35801	
Name	Lauderdale County Commissioner	Name	Richard A. Somers
Title	Chairman	Title	
Signature		Signature	
Date	8/14/23	Date	July 20, 2023

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

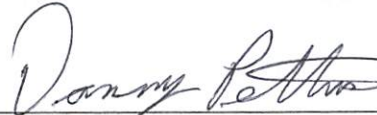
WHEREAS, Lauderdale County Road Department is needing to hire a company to remove road building supplies, topsoil, soil aggregate, granular soil, stone, sand gravel, chert, earth, etc. located on county road eight across from Genesis Natural Products; and

WHEREAS, the Lauderdale County Road Department has chosen to use Oakley Land Company, LLC. at a rate of thirty dollars per dump truck load, not to exceed fifteen thousand dollars in a year; and

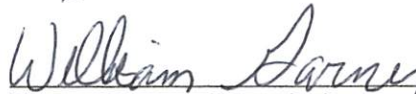
THEREFORE, BE IT RESOLVED, Lauderdale County Commission will enter into this contract with Oakley Land Company LLC., and this contract will be attached to this resolution. Any budget amendment needed is approved.

Done this the 14<sup>th</sup> day of August, 2023.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Fay Parker, Commissioner

ATTEST:



Brenda Bryant, Administrator



Joe Hackworth, Commissioner

LAUDERDALE COUNTY ROAD DEPARTMENT

MATERIALS OPTION

This is an Exclusive Option to  
Purchase Road Building Material

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

Know all men by these presents that in consideration of one dollar (\$1.00) in hand paid to me, us, receipt of which is hereby acknowledged Oakley Land Company, LLC owner of mineral and surface rights of a certain tract of land hereinafter described, do hereby grant unto Lauderdale County acting through the Lauderdale County Road Department, or its agents or contractor, the exclusive right to remove all of the road building material including Topsoil, Soil Aggregate, Granular Soil, Stone, Sand Gravel, Chert, Earth, etc. located on my, our lands as hereinafter described for use in the construction of Road Projects County Road & access from Genesis Natural Products. Said material to be removed from a certain portion of my, our land hereinafter described, together with the use of whatever lands are necessary for a convenient temporary right-of-way between this tract of land and the Projects for the duration of this instrument: Said tract being approximately described as follows: County Road & access from Genesis Natural Products

on which land the definite location of the road building material to be removed has been designated to me, us; Under the following conditions, to-wit: Payment for the road building materials removed from the above described land shall be at the rate of \$30.00/dump truck load. Records of yardage for payment to me, us, will be calculated by the "truck count" method as recorded by the Lauderdale County Road Department. I, We, will be notified by the Lauderdale County Road Department each month the amount of material that is removed and payment will be made to me, us, within 30 days thereafter. It is hereby agreed that no payment shall be made to me, us, for any stripping or material necessarily removed in securing suitable materials or in maintaining a temporary haul road, but that the Lauderdale County Road Department or its contractors or agents, will remove without charge any or all such stripping or material to any spot on my, our land designated by me, us, within three hundred (300) feet from the place of excavation and that the above payment will compensate me, us, in full for any damage to my, our land incurred in the removal and disposal of these materials.

This option is to purchase the right to remove materials in accordance with the terms of this instrument and shall be binding upon me, us, my, our, heirs, assigns, or administrators from the date of its execution to \_\_\_\_\_

I, We, the undersigned, further state that I, We, have the right to give this option and to sell the said road building materials, that I, We, am, are, the sole owner of the land from which the said material is to be taken and that said land (source) is free and clear of all liens, mortgages, encumbrances, and/or reservations.

In Witness whereof, Dwayne Oakley have hereunto set my, our, hand seal this 21<sup>st</sup> day of July, 2023.

WITNESSES:

[Signature]  
\_\_\_\_\_ (LS)

Dwayne Oakley (LS)  
\_\_\_\_\_ (LS)