

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 28th day of May, 2024.

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
Joe Hackworth	Commissioner, District 2
Fay Parker	Commissioner, District 2

Roger Garner, Commissioner, District 1 was absent.

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, Fay Parker.

Award/Presentations: None

Public Comments on Agenda Items: None

Chris Smith, Lauderdale County Attorney began a public hearing concerning a commemorative road sign being placed at Rogers High School in memory of former Principal, Jamie Burks. Rodney Pettus spoke about Jamie Burks friendship, and his character in the community. Chris Smith added that he had a family member that worked under Mr. Burks, and spoke of the kindness that he extended to his family member while working at Rogers High School. Fay Parker had worked in the school system at the same time as Jamie Burks, and he admired his leadership skills. Chris Smith then asked for a motion and second to add this item to the agenda as number 2A. Commissioner Parker moved, seconded by Commissioner Black. This was then added to the agenda.

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

Commissioner Hackworth moved, seconded by Commissioner 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 was unanimously approved.

Commissioner Black moved, seconded by Commissioner Parker to agree, in addition to the street sign that now occupies, Rogers Lane beside Rogers High School, to put a street sign in memory of the late Jamie Burks, former principal at Rogers High School. This being done in recognition of what Jamie Burks meant to his community. There being no discussion, and upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Chairman Pettus then invited the Jamie Burks family to the front to present them with a signed resolution. Ragan Burks, wife of Jamie Burks, and Collin Burks, their son, approached the Lauderdale County Commissioners. Collin Burks thanked the Commissioners on behalf of the Burks family.

Commissioner Parker moved, seconded by Commissioner Hackworth to approve the Lauderdale County Emergency Management Agency selling, donating, or transferring pieces of equipment or vehicles on the attached list, and removing these items that are sold or donated from the Lauderdale County inventory. 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 Hackworth moved, seconded by Commissioner Parker to approve Signing an agreement with Shoals Engineering for electrical improvements to be made at Brush Creek Park. There being no discussion, and upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Parker to reappoint Curtis Flowers to the Lauderdale County Cemetery Rehabilitation Authority. This is a two- year term, and the new term will expire on June 30, 2026. There being no discussion, and upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

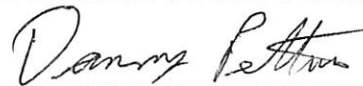
All invoiced bills were audited and ordered to be paid by a motion made by Commissioner Black seconded by Commissioner Parker. There being no discussion and upon a vote take, motion was unanimously approved. Motion is herein recorded and made a part of these minutes.

LAUDERDALE COUNTY CHECKS ISSUED: May 13, 2024 - May 27, 2024			
1	General-Special	61770-61833	833,632.96
2	Agri-Business Fund	4102-4105	1,597.55
3	Pistol Permit Revenue Reduction Fund	N/A	0.00
4	Opioid Settlement Fund	N/A	0.00
5	LEPA Fund	9171-9178	6,326.41
6	Gasoline Tax Fund	18944-18959	358,228.96
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	N/A	0.00
10	RRR Gasoline Tax Fund	755	9,363.18
11	Reappraisal Fund	12781-12789	41,129.06
12	Reappraisal Money Market	609	150,000.00
13	Tourism, Rec. & Convention Fund	632	750.00
14	RSVP Fund	18323-18333	6,108.21
15	Child Protection Fund	1288	1,683.41
16	Rebuild Alabama Gas Tax Fund	N/A	0.00
17	Rebuild Alabama Diesel Tax Fund	N/A	0.00

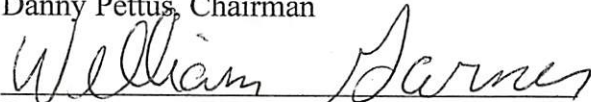
18	Federal Aid Exchange Fund	N/A	0.00
19	Workforce Development Center Fund	1093-1095	45,868.75
20	Special Grants Fund	N/A	0.00
21	ARPA Revenue Reduction Fund	1029	217,703.06
22	Coronavirus Rescue Act Fund	1081	249,999.66
23	CDBG Fund	N/A	0.00
24	Solid Waste Fund	9502-9516	314,127.24
25	Account Payable Fund	48580-48625	282,091.16
26	Fire Protection Fee Fund	N/A	0.00
27	Industrial Development Tax Fund	N/A	0.00
28	Tobacco Tax Fund	N/A	0.00
29	TVA Tax Fund	6558-6570	415,970.71
TOTAL			\$ 2,934,580.32

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

LAUDERDALE COUNTY COMMISSION



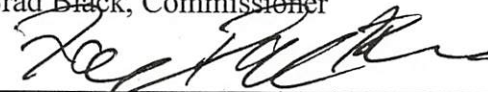
Danny Pettus, Chairman



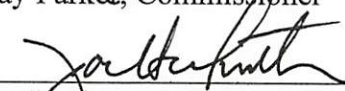
Roger Garner, Commissioner



Brad Black, Commissioner

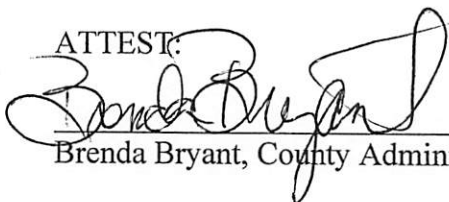


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

LAUDERDALE COUNTY COMMISSION
REGULAR MEETING AGENDA
May 28, 2024

A. OFFICIAL AGENDA

1. CALL TO ORDER AND WELCOME
2. CALL OF ROLL TO ESTABLISH QUORUM
3. INVOCATION AND PLEDGE OF ALLEGIANCE- Commissioner Fay Parker
4. AWARDS AND PRESENTATIONS
5. PUBLIC COMMENTS ON AGENDA ITEMS
 Per Rules of Procedure there is a three-minute time limit
6. PUBLIC HEARINGS—Road

REGULAR BUSINESS

1. Review and Motion to Consider Agenda Items
2. Approve minutes of last meeting
3. Resolution—Surplus Equipment
4. Resolution—Brush Creek Park
5. Board Appointments
6. Audit and Approve Invoiced Bills

B. STAFF REPORTS

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

D. ADJOURN

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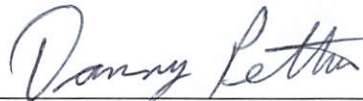
RESOLUTION

WHEREAS, the Lauderdale County Commission would like to, in addition to the street sign that now occupies, Rogers Lane beside Rogers High School, put a street sign in memory of the late Jamie Burks, former principal at Rogers High School. This being done in recognition of what Jamie Burks meant to his community, and

NOW THEREFORE BE IT RESOLVED, a sign will be placed on Rogers Lane in memory of Jamie Burks

Done this the 28th day of May, 2024.

LAUDERDALE COUNTY COMMISSION



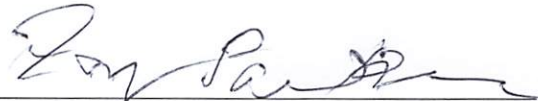
Danny Pettus, Chairman



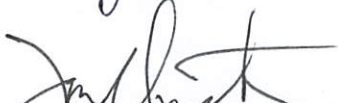
Roger Garner, Commissioner



Brad Black, Commissioner




Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:


Brenda Bryant, County Administrator

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

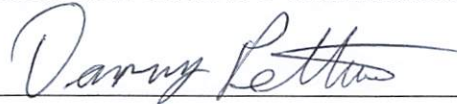
WHEREAS the Lauderdale County Commission gives permission to the Lauderdale County Emergency Management Agency to sell, donate or transfer surplus items that are listed, and attached with this resolution; and

WHEREAS, this attached list is very detailed with inventory numbers, VIN numbers, and to what organization the items will be donated, transferred, or what website they will be sold on; and

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission does hereby authorize the Lauderdale County Emergency Management Agency to sell, donate, or transfer these pieces of equipment or vehicles, and remove from the Lauderdale County inventory when sold.

Done this the 28th day of May, 2024.

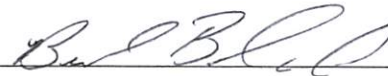
LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman

Absent

Roger Garner, Commissioner



Brad Black, Commissioner

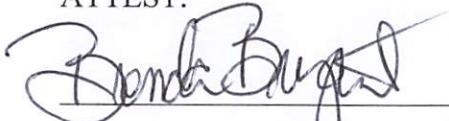


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

EMA Surplus Items

County	EMA Inv.	Item Description	VIN	Nature of Disposal
8744	62834	Generac 5500 Portable Generator	NA	Donated to Florence Fire Department
8742	62832	Generac 5500 Portable Generator	NA	Donated to Lauderdale Co. Vol. Fire Assoc.
8745	62835	Generac 5500 Portable Generator	NA	Donated to Lauderdale Co. Vol. Fire Assoc.
8743	62833	Generac 5500 Portable Generator	NA	Donated to Lauderdale Co. Vol. Fire Assoc.
8743	60243	1989 Lowe 18' model 189 Pontoon Boat	LWN1230P1889	govdeals.com
8732	62831	2018 Mercury Marine	1C521376	govdeals.com
8570	62770	2017 Homesteader 828AG	5HAGE282XHN055835	Donated to Florence Fire Department
8952	No EMA #	2019 Big Tex Gooseneck	5HAGE2825KN072260	Donated to Lauderdale Co. Vo. Fire Assoc.
8444	62733	2016 Covered Wagon Gooseneck	53FGE2821GF023635	Donated to Lauderdale Co. Vo. Fire Assoc.
8443	62732	2016 Covered Wagon Gooseneck	53FBE2827GF023634	Donated to Lauderdale Co. Vo. Fire Assoc.
6836	61700	2004 Ford F250 Truck (Red)	1FTNX21L44EC55121	Transfer to Solid Waste

****NOTE****

County Inventory #8952 was titled as a 2019 Big Tex Gooseneck, but is in fact a 2018 Homesteader.

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RESOLUTION

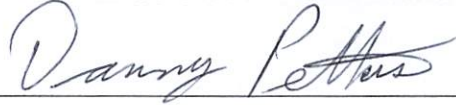
WHEREAS the Lauderdale County Commission approves signing an agreement with Shoals Engineering for electrical improvement to be made at Brush Creek Park. This signed agreement will be attached with the resolution to the meeting minutes; and

WHEREAS, the lump sum amount for this project is nineteen thousand two hundred dollars; and

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission does hereby approve signing this agreement with Shoals Engineering, and any budget amendment needed.

Done this the 28th day of May, 2024.

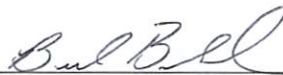
LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner




Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

Prepared by



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other.

SPECIAL NOTE ON USE OF THIS FORM

This abbreviated Agreement form is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of importance on most projects. In most cases, Owner and Engineer will be better served by the Standard Form of Agreement Between Owner and Engineer for Professional Services (EJCDC E-500, 2008 Edition), or one of the several special purpose EJCDC professional services agreement forms.

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American Council of Engineering Companies
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American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
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2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
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SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of May 7, 2024 ("Effective Date") between
Lauderdale County Commission ("Owner")

and

Shoals Engineering, PC_ ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Electrical Site Improvements for Brush Creek Park, Waterloo, Alabama ("Project").

Engineer's Services under this Agreement are generally identified as follows:

The design and specification of electrical improvements to the existing Brush Creek Recreational Vehicle Park. The intended design scope is to add RV pedestals for 18 parking pads, new electrical panel, wiring to the RV pedestals, and new electrical service for the new panel. Tentative budget for the project is \$240,000.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete his services within a reasonable time.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding 12 months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% 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 Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

- 1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner 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.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. 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 the subject 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. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability

for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner 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.

7.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

- 1. A Lump Sum amount of \$ 19,200.00.

- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services completed during the billing period.

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are as follows:

Electrical Engineer \$ 180.00 per hour.

Draftsman \$ 90.00 per hour.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:
By: Danny Lettins
Title: Chairman
Date Signed: 5-28-2024

ENGINEER:
By: Jason Lenz
Title: President
Date Signed: 5/7/2024

Engineer License or Firm's Certificate
Number: 20689

State of: Alabama

Address for giving notices:

Lauderdale County Commission
102 South Court Street, 6th Floor
Florence, AL 35630
Attn: Brenda Bryant

Address for giving notices:

Shoals Engineering, PC
1138 N Wood Ave
Florence, AL 35630
Attn: Jason Lenz