

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 15th day of October, 2024.

The meeting was called to order by Chairman, Danny Pettus. Upon roll call the following members answered present:

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

Award/Presentations: None

Public Comments on Agenda Items: None

Chairman, Danny Pettus presented a Resolution to be added to this Meeting. Commissioner Hackworth moved, seconded by Commissioner Garner. There being no discussion, and upon a vote taken, the Workforce Development Center Resolution was added for consideration.

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 was unanimously approved. Agenda is herein recorded, and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Black 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 Garner moved, seconded by Commissioner Parker to authorize County Administrator, Brenda Bryant to pay all budgeting dues and fees as allowed by the laws of the State of Alabama. 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 agree to sponsor the Singing River Disc Golf Tournament with three thousand dollars from the Tourism Fund. 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 Garner to approve the purchase of new outside signs for the Lauderdale County Government Building. These signs will be bought off the State Bid List. 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 cancelling a regular scheduled meeting on December 23rd, and approving all invoiced bills to be paid from this meeting. 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 Black to approve signing a contract with Republic Services for a period of one year for Bid No. LA 2024-8 "Disposal of Solid Waste". 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 agree and sponsor the 2024 Trail of Tears Motorcycle Ride with five thousand dollars to be appropriated for the Town of Waterloo from the Tourism Fund. 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 authorize Chairman, Danny Pettus to enter into the agreement with Forever Wild Land Trust, and authorizes the Chairman to execute any and all documents deemed necessary to effectuate the transfer or funds. Commissioner Parker wanted to make sure this agreement doesn't limit residents accessing public lands, and Chairman Pettus explained that it does not. 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 Parker to approve signing a contract with Ozark Striping Co., LLC for a period of one year for Bid 2025-2 "Striping Various Lauderdale County Roads". 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 Black to approving making some corrections to payroll and various job descriptions for Fiscal Year 2024/2025. These changes are made in the Lauderdale County Road Department, Lauderdale County Commission, Lauderdale County Sheriff's Department, as well as the Lauderdale County Emergency Management Agency. There being no discussion, and upon a vote taken, the motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Bids for LA 2025-1 "Various Print Bids" were opened on Friday, October 11th, 2024. Chairman, Danny Pettus referred to County Administrator, Brenda Bryant Commissioner for her recommendations. Ms. Bryant recommended the envelope bid go to Herald Printing, and letterhead go to Printers and Stationers. Parker moved, seconded by Commissioner Black to approve. There being no further 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 reappointing Chip Kasmeier to the NACOLG Non-Elected Board of Directors. His new term will expire on September 30, 2025. There being no discussion, and upon a vote taken, motion was unanimously approved.

All invoiced bills were audited and ordered to be paid by a motion made by Commissioner Parker seconded by Commissioner Black. Chairman, Danny Pettus explained to the public in attendance that the Commissioners receive the invoiced bills for review before each meeting. Upon a vote take, motion was unanimously approved. Motion is herein recorded and made a part of these minutes

LAUDERDALE COUNTY CHECKS ISSUED :
September 23, 2024 - September 30, 2024

1 .	General-Special	62319-62358	1,219,194.97
2 .	Agri-Business Fund	4136-4137	207.01
		Voiced Ck#4138	
3 .	Pistol Permit Revenue Reduction Fund	N/A	0.00
4 .	Opioid Settlement Fund	1016	7.53
5 .	LEPA Fund	9244	1,791.00
6 .	Gasoline Tax Fund	19070-19073	334,710.10
7 .	Public Bldg., R & B Special	N/A	0.00
8 .	Public Highway & Traffic Fund	420	330,167.45
9 .	Al. Trust Capital Improvement Fund	N/A	0.00
10 .	RRR Gasoline Tax Fund	763	1,116,844.18
11 .	Reappraisal Fund	12877-12880	22,258.08
12 .	Reappraisal Money Market	N/A	0.00
13 .	Tourism, Rec. & Convention Fund	638-640	8,606.50
14 .	RSVP Fund	18407-18410	718.77
15 .	Child Protection Fund	1293	1,528.17
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	1008	314,190.48
19 .	Workforce Development Center Fund	1113-1118	1,144,642.29
20 .	Special Grants Fund	1018	16,661.92
21 .	ARPA Revenue Reduction Fund	1044-1046	7,556,224.09
22 .	Coronavirus Rescue Act Fund	N/A	0.00
23 .	CDBG Fund	N/A	0.00
24 .	Solid Waste Fund	9644-9648	698,240.41
25 .	Account Payable Fund	N/A	0.00
26 .	Fire Protection Fee Fund	5111-5124	21,196.12
27 .	Industrial Development Tax Fund	1253	297,377.65

28 . Tobacco Tax Fund	3208	9,540.00
29 . TVA Tax Fund	N/A	0.00
TOTAL		\$ 13,094,106.72

**LAUDERDALE COUNTY CHECKS ISSUED :
October 1, 2024 - October 14, 2024**

1 . General-Special	62359-62405	1,106,766.43
	Voided Ck#62360	
2 . Agri-Business Fund	4139-4140	775.08
3 . Pistol Permit Revenue Reduction Fund	N/A	0.00
4 . Opioid Settlement Fund	1017-1022	2,470.97
5 . LEPA Fund	9245-9251	4,534.65
6 . Gasoline Tax Fund	19074-19084	165,485.84
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	N/A	0.00
11 . Reappraisal Fund	12881-12888	27,743.77
12 . Reappraisal Money Market	N/A	0.00
13 . Tourism, Rec. & Convention Fund	N/A	0.00
14 . RSVP Fund	18411-18416	2,684.31
15 . Child Protection Fund	N/A	0.00
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	1119	2,100.00
20 . Special Grants Fund	N/A	0.00
21 . ARPA Revenue Reduction Fund	N/A	0.00
22 . Coronavirus Rescue Act Fund	N/A	0.00
23 . CDBG Fund	N/A	0.00
24 . Solid Waste Fund	9649-9660	133,156.71
25 . Account Payable Fund	49161-49201	450,098.02
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

TOTAL

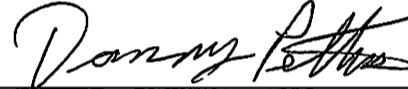
\$
2,311,786.49

Patricia Pettus, Shannon Phillips, and Bob Tate spoke about the upkeep of Phillips Cemetery in Killen, Alabama. They explained the history of the private cemetery, and explained how they and others had been taking care of mowing and cleaning it up the best that they could which also included removing some trees. They requested that the Cemetery Board take up caring for Phillips Cemetery. Mr. Pettus and some of the other Commissioners explained that the Cemetery Board are volunteers, but they can call them to see what they can help with at Phillips Cemetery. Ms. Pettus wanted some stones restored, and wanted to know if that's something the board can do. Mr. Pettus said the County doesn't allocate any funding for Cemetery Restoration. Brenda Bryant, County Administrator suggested they call some of the board members to see what they can help with.

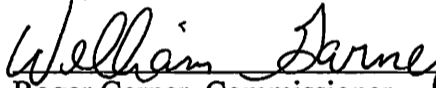
Tina Leatherwood informed the County Commission that the residents that live on the private road with her would like the County to take over the road. The residents no longer want to maintain the road as a private ride-away. Ms. Leatherwood wanted to know what could be done to make this road a County Road. She wanted to go back to her neighbors with some information on this matter. Ms. Leatherwood mentioned that the next step would be getting legal counsel.

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

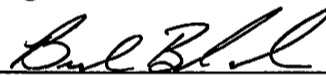
LAUDERDALE COUNTY COMMISSION



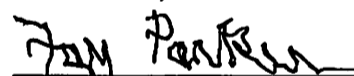
Danny Pettus, Chairman



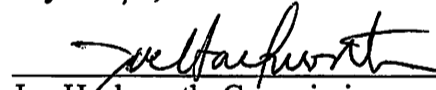
Roger Garner, Commissioner



Brad Black, Commissioner

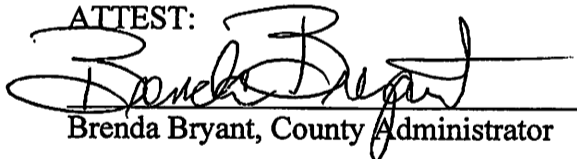


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

**LAUDERDALE COUNTY COMMISSION
REGULAR MEETING AGENDA**

October 15, 2024

A. OFFICIAL AGENDA

1. CALL TO ORDER AND WELCOME
2. CALL OF ROLL TO ESTABLISH QUORUM
3. INVOCATION AND PLEDGE OF ALLEGIANCE- Chairman, Danny Pettus
4. AWARDS AND PRESENTATIONS
5. 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—Yearly Dues**
The Lauderdale County Commissioners will vote on paying yearly dues.
4. **Resolution—Disc Golf Tournament**
The Lauderdale County Commissioners will vote to sponsor the Disc Golf Tournament at Brush Creek.
5. **Resolution—Government Building Signs**
The Lauderdale County Commissioners will decide on replacing signs on the outside of the Government Building.
6. **Resolution—2024 Holiday Meeting Schedule**
The Lauderdale County Commissioners will vote on changing Meeting Dates in December.
7. **Resolution—Republic Contract Bid 2024-8**
The Lauderdale County Commissioners will vote on signing the contract with Republic for the disposal of solid waste.

8. Resolution—Trail of Tears

The Lauderdale Commission will vote on sponsoring the Trail of Tears that took place in September 2024.

9. Resolution—Forever Wild Land Trust

The Lauderdale County Commission will vote to participate in the Forever Wild Land Trust for FY 2025.

10. Resolution—Striping Contract Bid 2025-2

The County Commission will vote on signing a contract for striping with Ozark Striping Co. LLC.

11. Resolution—Job Description and Payroll Changes for FY 2024/2025

The County Commission will be voting on making some changes to various payroll and job descriptions in the Fiscal Year 2024/2025.

12. Bid LA 2025-1 “Various Print Bids”

13. Board Appointments

14. 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, the Lauderdale County Commission is charged with the responsibility of paying certain dues and fees for various offices and officials; and

WHEREAS, the Commission has included these requested dues in the operating budget for FY 2024-2025.

NOW THEREFORE BE IT RESOLVED, that the County Administrator is herein authorized to pay all budgeted dues and fees as allowed by the laws of the State of Alabama.

Done this the 15th day of October, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner

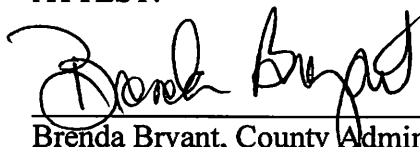


Brad Black, Commissioner



Fay Parker, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Joe Hackworth, Commissioner

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the travel and tourism industry in Lauderdale County is vital to our economic stability and growth, contributing to employment, economic prosperity, peace, understanding and goodwill; and

WHEREAS, every citizen benefits from the effects of travel and tourism. The industry substantially enhances our personal growth and education while promoting intercultural understanding and appreciation of Lauderdale County's geography, history, and culture.

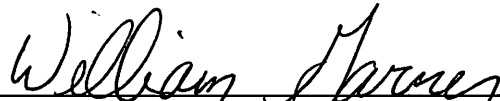
NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission hereby approves supporting Singing River Disc Golf, host of the Third Annual Lauderdale Commissioners Cup PDGA-sanctioned Disc Golf Tournament scheduled for October 26th, 2024 at Brush Creek Park. This sponsorship will be in the amount of three thousand dollars, and will be paid from the Tourism Fund with any budget amendment needed being approved.

Done this the 15th day of October, 2024.

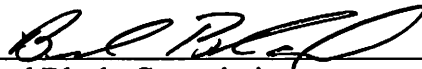
LAUDERDALE COUNTY COMMISSION



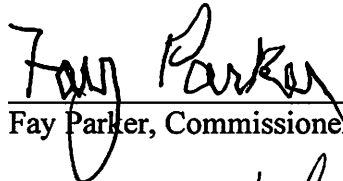
Danny Pettus, Chairman



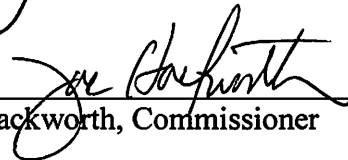
Roger Garner, Commissioner



Brad Black, Commissioner

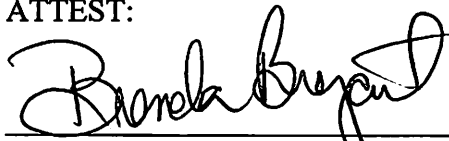


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

STATE OF ALABAMA §
LAUDERDALE COUNTY §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission does hereby authorize the purchase of new signs for the Lauderdale County Government building. These signs will be purchased from a company on the State Bid List; and

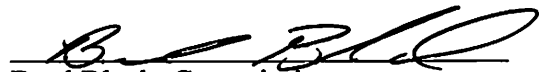
BE IT FURTHER RESOLVED that any budget amendment needed is hereby authorized and approved.

Done this the 15th day of October, 2024.

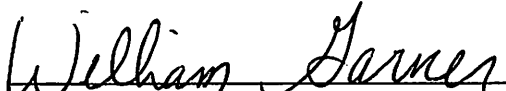
LAUDERDALE COUNTY COMMISSION



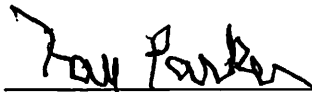
Danny Pettus, Chairman



Brad Black, Commissioner



Roger Garner, Commissioner

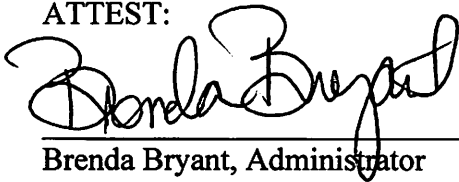


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, Administrator

STATE OF ALABAMA §

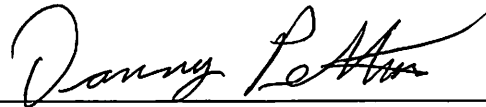
LAUDERDALE COUNTY §

RESOLUTION

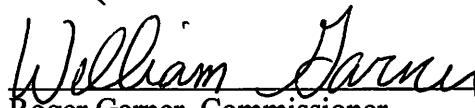
NOW THEREFORE BE IT RESOLVED, by the Lauderdale County Commission that, pursuant to Code of Alabama 1975 §11-3-1, the regularly scheduled meeting of Monday, December 23rd, 2024, is cancelled due to the Christmas Holiday and all invoiced bills for this meeting are herein approved.

Done this the 15th day of October, 2024.

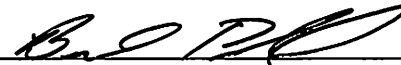
LAUDERDALE COUNTY COMMISSION



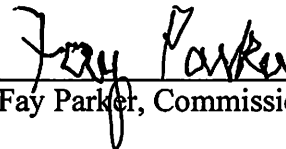
Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner

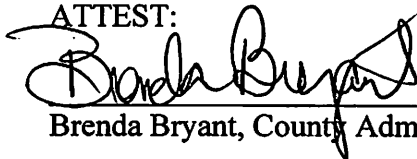


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, bid contract was executed between the Lauderdale County Commission and the Republic Services of Huntsville for Bid No. LA 2024-8 “Disposal of Solid Waste”; and

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission does herein agree to the contract with Republic Services for a period of one year under the terms stated in the signed Bid Contract with Lauderdale County Solid Waste Department with any budget amendment needed being approved.

Done this the 15th day of October, 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
COUNTY OF LAUDERDALE**

CONTRACT

The undersigned parties hereby contract for Disposal of Solid Waste services. The contractor is BFI Waste Services dba Republic Services of Huntsville herein after referred as "BFI". The party seeking Solid Waste disposal services Lauderdale County, Alabama, by and through the County Commission, it's elected governing body hereafter referred to as "County". The parties agreed and contract based on the following elements:

1. SERVICES PROVIDED

BFI will provide the County with a certified location to dispose of solid waste based on the attached bid specifications and response.

2. COMPENSATION

The county will pay BFI \$29.00 per ton for solid waste dumped and deposited at the BFI landfill.

3. TERM

This contract begins on October 1, 2024 and ends on September 30, 2025. The parties may renew the contract at the same price each year for four consecutive years after the expiration of the first year. Each option shall be exercised upon mutual written consent of both parties dated on or before August 1st of the year in which the renewal is to become effective.

4. TERMINATION

Either party may terminate this contract for cause after a 30 day written notice of default or by expiration of the contract term without the exercise of the renewal option.

5. APPLICABLE LAW

This contract is subject to the laws of the State of Alabama.

6. BID SPECIFICATION AND RESPONSES

The attached bid specifications and response is hereby incorporated into this contract.

The specification and response are incorporated by reference and make up the agreed elements, duties and responsibilities of the parties to this contract.

7. This contract is authorized by a passed resolution of the Lauderdale County Commission.

Done this the 15TH day of October, 2024



Attestation: Brenda Bryant
Lauderdale County
Commission Administrator

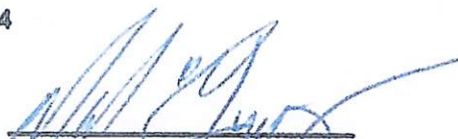


Danny Pettus, Chairman
On behalf of the
Lauderdale County Commission

Done this the 31 day of October, 2024



Witness



Authorized Representative of
BFI Waste Services, dba
Republic Services of Huntsville
3950 50th Street SW
Birmingham, Alabama 35221

SPECIFICATIONS FOR BID LA 2021-9 "DISPOSAL OF SOLID WASTE"

The Lauderdale County Commission is seeking bids for acceptance and disposal of sanitary solid waste which is collected at the solid waste transfer station at the Underwood Landfill on Alabama Highway 157 North of Florence, Alabama. The County transfers approximately 600 tons of sanitary solid waste per week to a regional sanitary landfill. Transfer is accomplished with County owned trucks and County employees.

- Bidder shall express the bid price as the cost per ton of solid waste delivered to the disposal site.
- Bidder must provide the County with access to the disposal facility for at least ten (10) hours each weekday beginning not later than 7:00 a.m. Hours of operation must be specified in the bid.
- Bidder must elect to close the facility on not more than the six following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Observed Holidays must be stated in the bid.
- Bidder must certify that all solid waste delivered to the disposal facility will ultimately be deposited, converted, or processed in accordance with all applicable State and Federal laws.
- Bidder must provide at all times an all-weather surface road to disposal site.
- Bidder must determine the net weight of waste delivered by the County to the disposal facility through the use of certified scales maintained by the Contractor at the disposal facility.
- Bidder may bill the County for services rendered on either a weekly or monthly basis.
- Bidder shall reimburse the County for any excess costs incurred by the County in the event of default by the Contractor.
- Contract made pursuant to this bid shall become effective on October 1, 2024 and shall expire on September 30, 2025. The contract shall include four (4) annual renewal options at the same bid price. Each option shall be exercised upon the mutual written consent of both parties dated on or before August 1st of the year in which the renewal is to become effective.
- The County shall make payment for disposal services rendered on a monthly basis during the regular payment cycle. Bills are approved during the first meeting of the County Commission each month (second Monday) and are subsequently processed for payment. County shall not pay interest, penalties, late fees or any other added charge.
- The County shall not hold the successful bidder to be in default of any contract made pursuant to this bid without first providing the Contractor with written notice of the defaulting condition and allowing ten (10) days in which to cure such condition. In the event of any natural disaster or as a result of any action or omission on the part of the County, successful bidder will not be held in default.
- Lauderdale County reserves the right to select a contractor on the basis of factors other than the bid price. Such factors may include, but are not limited to, (a) mileage and/or road conditions between the Lauderdale County Transfer Station and the disposal facility, (b) the operating hours/days of the bidder's facility or (c) any other fees, taxes, or applicable charges the Commission may deem necessary to be considered in the bid.

- The successful bidder shall not assign the contract made pursuant to this bid to any contractor, subcontractor, person or business without the prior written consent of the County.
- The successful bidder shall give an approximate turn-around time for county vehicles.
- The successful bidder may not, during the term of this bid, deliver sanitary solid waste to any facility owned or operated by the County without the prior consent of the County.
- **A qualifying bid package shall consist of a completed bid form, hours of operation, holidays on which facility is closed, certification of proper disposal and copies of operating permits.**

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the travel and tourism industry in Lauderdale County is vital to our economic stability and growth, contributing to employment, economic prosperity, international trade and relations, peace understanding and goodwill; and

WHEREAS, every citizen benefits from the effects of travel and tourism. The industry substantially enhances our personal growth and education while promoting intercultural understanding and appreciation of Lauderdale County's geography, history, and culture; and

WHEREAS, the Town of Waterloo has requested five thousand dollars for the 2024 Trail of Tears Commemorative Motorcycle Ride, which is an important and iconic feature of Lauderdale County's culture.

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission, in recognition of the Trail of Tears Motorcycle Ride, hereby sponsors these activities with five-thousand dollars to be appropriated for the Town of Waterloo from the Tourism Fund. Any budget amendment that may be needed is hereby authorized and approved.

Done this the 15th day of October, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



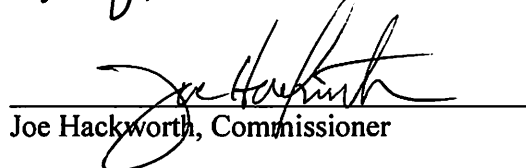
Roger Garner, Commissioner



Brad Black, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

STATE OF ALABAMA §
LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, Amendment 543 of the Alabama Constitution of 1901 creates the Forever Wild Land Trust (FWLT) for the purpose of identifying, acquiring, managing, protecting, and conserving natural lands and waters that are of environmental or recreational importance for the benefit of future generations; and

WHEREAS, the Board of Trustees for the Alabama Forever Wild Land Trust governs the FWLT, and is authorized at its discretion to cooperate and contract with County Commissions to accomplish the purposes and goals of Amendment 543, including to effect payment of reasonable fees in connection with such cooperation efforts; and

WHEREAS, the Board of Trustees, as the fiduciary for the FWLT, wishes to cooperate and enter into an agreement with each county in which FWLT owns acreage by paying, on an annual basis, a reasonable fee for the support, promotion, protection, and conservation of such lands within the county; and

WHEREAS, the Lauderdale County Commission recognizes that the proposed funding serves a valid and compelling public purpose; and

WHEREAS, the Lauderdale County Commission acknowledges that this proposed funding is subject to the legal availability of funds for this purpose in each fiscal year; and

WHEREAS, the Lauderdale County Commission agrees to participate in the funding opportunity and to comply with all terms and conditions of said Agreement, this Resolution, and related documents; and

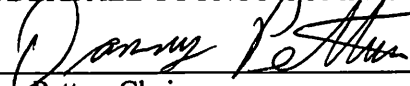
NOW THEREFORE, BE IT RESOLVED, that the Lauderdale County Commission specifically instructs and authorizes the Chairman of the Lauderdale County Commission or his/her designee to enter into the Agreement with the FWLT, and further authorizes the Chairman of the County Commission or his/her designee to execute any and all documents deemed necessary to effectuate the transfer of funds; and

BE IT FURTHER RESOLVED, that a copy of this Resolution be duly reflected upon the minutes of the October 15th, 2024 meeting of the Lauderdale County Commission and be immediately forwarded to the State Lands Division of the Alabama Department of Conservation and Natural Resources.

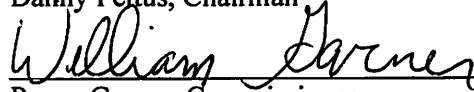
This Resolution is effective immediately upon adoption.

Done this the 15th day of October, 2024.

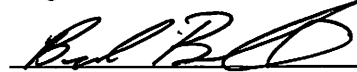
LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



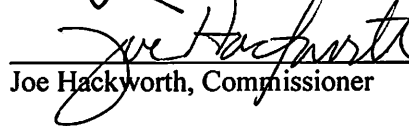
Roger Garner, Commissioner



Brad Black, Commissioner

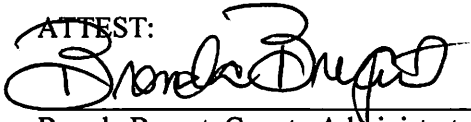


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



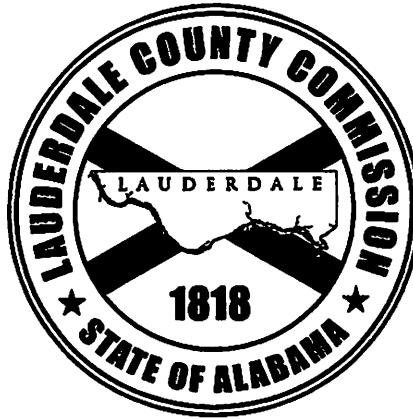
Brenda Bryant, County Administrator

DANNY PETTUS
CHAIRMAN

BRENDA BRYANT
ADMINISTRATOR

ERIC HILL
ENGINEER

CHRISTOPHER A. SMITH
ATTORNEY



MEMBERS

BRAD BLACK
DISTRICT 1

ROGER GARNER
DISTRICT 1

JOE HACKWORTH
DISTRICT 2

FAY PARKER
DISTRICT 2

October 18, 2024

Invoice Number 2-2425

**Patricia P. McCurdy, State Lands Director
Alabama Department of Conservation and Natural Resources
64 North Union Street, Room 464
Montgomery, AL 36130**

Re: MOU between FWLT and the Lauderdale County Commission

Ms. McCurdy,

As outlined in the Memorandum of Understanding between Lauderdale County Commission and the Alabama Forever Wild Land Trust, we are requesting the annual payment of funds to the County in the amount of \$10,932.96. This represents payment of \$1.60 per acre for property owned in Lauderdale County by the Alabama Forever Wild Land Trust (title held by the Alabama Trust Fund for the State of Alabama) as annually assessed by the Department of Conservation and Natural Resources' State Lands Division.

Sincerely,

**Brenda Bryant,
Lauderdale County Administrator**

STAARS Account Number: AD0016

Attachment: W9

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, bid contract was executed between the Lauderdale County Commission and Ozark Striping Co., LLC for Bid No. LA2025-2 “Striping Various Lauderdale County Roads”; and

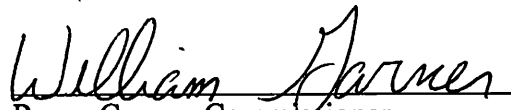
NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission does herein agree to the contract with Ozark Striping Co., LLC for a period of one year under the terms stated in the signed Bid Contract with Lauderdale County Commission, and any budget amendment needed being approved.

Done this the 15th day of October, 2024.


LAUDERDALE COUNTY COMMISSION



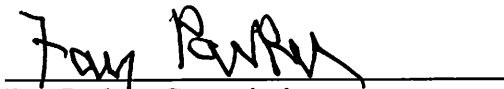
Danny Pettus, Chairman



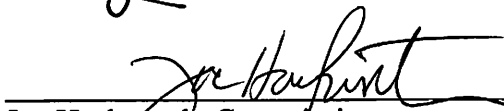
Roger Garner, Commissioner



Brad Black, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:


Brenda Bryant, County Administrator

STATE OF ALABAMA §

LAUDERDALE COUNTY §

THIS AGREEMENT, which consists of executed contract and Exhibit A & B, entered into this 21 day of October, 2024, by and between the LAUDERDALE COUNTY COMMISSION, a political subdivision, hereinafter called the "County" and Ozark Striping Co., LLC, hereinafter called the "Contractor", witnesseth:

That the County and the Contractor, for the consideration hereinafter named covenant and agree as follows:

1. The Contractor will perform service as designated in the specifications of Bid Number 2025-2, which is attached as Exhibit A and made a part of this agreement.
2. The Contractor acknowledges that he is an independent contractor and does not discriminate on the basis of race, color, national origin, sex religion, age or disability in employment or the provision of services.
3. The Contractor agrees to indemnify and save harmless the County from any claims, loss, action or cause of action for damages, both property and personal, including death, which may arise from and during operations under this contract whether such operations be by him or anyone directly or indirectly employed by him.
4. The Contractor will carry a Comprehensive General Liability Policy providing bodily injury coverage and property damage coverage in the following limits: \$500,000 each person, bodily injury; \$1,000,000 each occurrence; property damage liability shall be \$100,000 each accident. A copy of said policy will be filed with the Lauderdale County Commission.
5. Contractor agrees to provide a payment bond equal to 50% of the contract price and a performance bond equal to 100% of contract price.

Agreement

Page 2

6. Contractor shall, immediately after completion of contract give notice of completion by advertisement in a newspaper of general circulation in the county for four (4) consecutive weeks. Proof of publication shall be submitted to the county.

7. Successful bidder does hereby certify that they are currently licensed by the Alabama Licensing Board for General Contractors and that the certificate for such license bears the following:

License No. 7193 Bid Limit: Unlimited

Classification: HS-S: Traffic Control and Safety

8. Payment shall be made as work progresses at the end of each calendar month or as soon thereafter as practicable on estimates made and approved by the County Engineer. Payment shall be made in accordance with the Code of Alabama, Title 39-2-12, "Public Works Bid Law".

9. All laws, rules and regulations of the United States and State of Alabama as are applicable to the service to be performed hereunder shall be complied with. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall read and be enforced as though it were included herein and if through mistake or otherwise, any such provision is not inserted or not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion.

The following exhibits are attached to and made a part of this Agreement:

A. Exhibit A "Specifications" consisting of 3 page(s).

B. Exhibit B "Bid Form" consisting of 5 page(s).

The County may declare this contract canceled in the event the Contractor fails to perform the work and supply the materials as specified.

Agreement

Page 3

The County does hereby certify that this contract was let in accordance with the provisions of Title 39, Code of Alabama, 1975, as amended, and all other applicable provisions of law.

This contract may be canceled by either party without cause upon submitting a thirty (30) day written notice.

IN WITNESS WHEREOF, the parties hereto have set their hand this
21 day of October, 2024.

ATTEST:

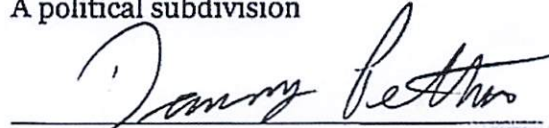


ATTEST:


Ashlee Taylor Contract Administrator

LAUDERDALE COUNTY COMMISSION

A political subdivision



Commission Chairman



Jerry Chris Jones - President

The Lauderdale County Commission does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Commission has determined the following job descriptions and payroll corrections be updated for the Fiscal Year 2024/2025 budget for certain Lauderdale County employees:

Road Department— 2 employees changing from Operator I to Operator II with Pay Grade change from Grade 6 to Grade 7.

Reopening the position of General Road Superintendent Pay Grade 10.

Changing one employee from Pay Grade 9 to 10.

County Commission— 1 employee changing from Rover to Payroll/HR Assistant.

Increasing the Chairman expense account from six to ten thousand dollars due to an Alabama State Law.

Sheriff's Department— Evidence Technician Pay Grade 5 will be changed to Evidence Crime Scene Technician Pay Grade 6.

Emergency Management Agency—EMA Records Clerk will change to EMA Planner with no Pay Grade change.

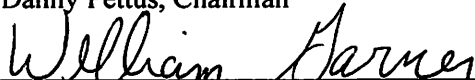
NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission to approve these job description and payroll changes for the above listed job titles and all changes will be effective immediately. These changes will be included in the budget packet, and all job descriptions and pay changes will be attached.

Done this the 15th day of October 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 §

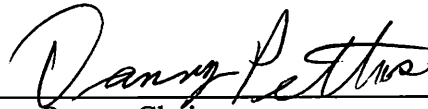
RESOLUTION

WHEREAS, the Lauderdale County Commission wishes to use Grayson Carter and Sons Contracting, Inc. for the Workforce Development Center Project for fifty-one thousand five hundred dollars, and the details of this project will be in the attached agreement; and

BE IT RESOLVED that the Lauderdale County Commission approves signing this agreement with Grayson Carter and Sons Contracting Inc. as well as any budget amendment needed for these services.

Done this the 15th day of October, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner




Fay Parker, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Joe Hackworth, Commissioner

CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Construction Agreement (the "Agreement") made this 15th day of October, 2024, by and between the Lauderdale County Commission ("Owner"), whose mailing address is P.O. Box 249, Florence, Alabama 35631 and Grayson Carter & Son Contracting, Inc. ("Contractor"), whose principal office is located at 146 Roy Long Road West, Athens, Alabama 35611. Owner and Contractor are sometimes referred to collectively as the "Parties" or individually as a "Party".


The Parties hereto agree as follows:

1. **THE WORK:** In consideration of the payment by Owner as set forth in Section 2 herein, Contractor agrees to furnish all necessary labor, materials, and equipment to perform the work set forth in the Proposal attached hereto as Exhibit A (the "Work") and shall obtain any permits, as usual and customary of a contractor, required by Contractor to perform the Work.
2. **CONTRACT SUM:** In consideration of Contractor's performance of the Work, Owner agrees to pay Contractor the amounts set forth in the Proposal attached hereto as Exhibit A. The Contractor accepts as full compensation for the full performance of the Work the Contract Sum subject to adjustments as specifically stated herein but in no event to exceed the sum of \$100,000.00. Contractor understands that the project is subject to the Alabama Public Works law at Section 39-1-1 et. seq. of the Alabama Code, as amended, and that this contract is awarded pursuant to the exception to the Alabama Public Works Law at Section 39-2-2(b)(1).
3. **TIME:** The Work shall commence within thirty (30) business days from the date of this Agreement. The Contractor shall complete the work in accordance with the schedule agreed upon by Owner and Contractor. The Work shall be completed no later than six (6) months after the execution of this Contract.
4. **WARRANTY:** Contractor warrants that all Work shall be of good quality, and free from faults and defects. The Contractor shall, for a period of one (1) year after completion of the Work, correct work not conforming to this warranty. Upon completion of the Work, Contractor shall notify, in writing, the Owner of the Work completion date.
5. **CONCEALED AND UNKNOWN CONDITIONS:** If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Proposal or from those conditions ordinarily found to exist, the amount paid to Contractor for the Work shall be equitably increased but in no event shall the total amount paid to Contractor for the Work exceed \$100,000.00 for the full performance of the Work to be performed hereunder.
6. **CHANGES:** The Owner, without invalidating the Agreement, may order changes in the Work within the general scope of the Agreement consisting of additions, deletions or other revisions, the amount paid to Contractor and time for completion being adjusted accordingly.
8. **RESPONSIBILITY FOR SITE:** Owner shall be solely responsible for the failure of the site on which the Project is located to meet all applicable federal, state and/or local laws concerning chemical, hazardous substance, and/or any form of contamination unless such failure is caused by the sole negligence of Contractor. Contractor shall notify Owner should Contractor encounter hazardous materials.
8. **PAYMENT:** The Contractor will submit its Application for Payment to Owner for the Work performed during the applicable month on or before the tenth day of the following month and Owner shall make payment of any undisputed invoice to Contractor within twenty (20) days following Owner's receipt of the Application for Payment.
9. **FORCE MAJEURE:** If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by adverse weather, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the time to perform the Work shall be subject to equitable adjustment.
10. **WAIVER OF CONSEQUENTIAL DAMAGES:** Owner and Contractor waive all claims against the other Party for consequential damages arising out of or related to this Agreement.
11. **DISPUTES:** Should any dispute(s) arise between the Parties to this Agreement arising out of or related to this Agreement, then, at the election of either party, such dispute(s) shall be resolved by binding arbitration conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Such arbitration shall be conducted in Florence, Alabama.

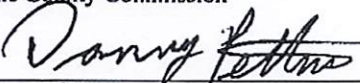
12. **APPLICABLE LAW:** This Agreement, its construction and interpretation, shall be governed in accordance with the laws of the State of Alabama.
13. **INDEMNITY:** Contractor hereby covenants and agrees to indemnify, defend and hold harmless Owner from any and all claims, liabilities, injuries (including death), or damages to any person or property, which may arise from any cause whatsoever as a result of Contractor's negligence; provided, however, that any claim or liability arising from the gross negligence or willful misconduct of Owner, its agents or contractors is excluded from Contractor's obligation hereunder.
14. **INSURANCE:** Contractor shall maintain, at all times during the term of this Agreement, comprehensive general liability insurance with an insurance company licensed to do business in Alabama and that is satisfactory to Owner, properly protecting and indemnifying Owner with single limit coverage of not less than One Million dollars (\$1,000,000.00) for injury to, or One Million dollars (\$1,000,000.00) for death of, persons and One Million dollars (\$1,000,000.00) for property damage. Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each occurrence. During the term of this Agreement, Contractor shall furnish the Owner with certificate(s) of insurance, in a form acceptable to Owner, covering such insurance so maintained by Contractor and naming Owner as additional insured. A Certificate of Liability Insurance shall be furnished to Owner by Contractor on signing of this Agreement and thereafter upon reasonable request. Workers' Compensation coverage shall be provided in accordance with the statutory coverage required in Alabama.

AGREED TO on the date first written above.

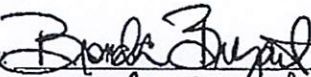
Grayson Carter and Son Contracting, Inc.

By: 
 Printed Name: ETHAN BELUE
 Title: Operations Manager
 Date: 10/18/24

Lauderdale County Commission

By: 
 Printed Name: Danny Pettus
 Title: Chairman
 Date: 10-15-24

Attest:

By: 
 Printed Name: Brenda Bryant
 Title: Lauderdale County Clerk
 Date: 10/15/24