

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 9<sup>th</sup> day of December, 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
Joe Hackworth	Commissioner, District 2
Todd Nix	Commissioner, District 2

Brad Black, 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 Chairman, Danny Pettus.

Award/Presentations: None

Public Comments on Agenda Items: None

Commissioner Hackworth moved, seconded by Commissioner Nix 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 Nix 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 was unanimously approved.

Commissioner Garner moved, seconded by Commissioner Nix to approve the application for developing Meadow Brook Estates Phase 3. Chairman, Danny Pettus asked Eric Hill if he had anything to add, and Mr. Hill said he had one phone call inquiring about the new Subdivision. 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 Nix to approve out of state travel for three employees from the Sheriff's Department to go to Gallatin, Tennessee for Interdiction Tactics and Cartel Traps. 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 Nix to approve entering into a contract with G-Squared of Fayetteville, Tennessee to update digital maps for the Revenue Department. This is a three-year contract that won't exceed one hundred fifteen thousand dollars. There being no discussion, and upon a vote taken, motion was unanimously approved. This Resolution is herein recorded, and made a part of these minutes.

Commissioner Nix moved, seconded by Commissioner Hackworth to approve family medical leave of absence for one employee with the Lauderdale County Solid Waste Department who has qualified. Brenda Bryant, Lauderdale County Administrator said all the paperwork is in order, and this will be an intermittent leave. Upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Bids for LA 2025-1 "Various Print Jobs" were opened on Friday, December 6<sup>th</sup>, 2024. Chairman, Danny Pettus referred to County Administrator, Brenda Bryant for her recommendations. Ms. Bryant recommended the business cards, warrant sheets, requisition books, and printed envelopes go to Printers and Stationers. Commissioner Garner moved, seconded by Commissioner Hackworth to approve. There being no further discussion, and upon a vote taken, motion was unanimously approved. Bid is herein recorded, and made a part of these minutes

Bids for LA 2025-2 "License Department Restroom Renovation" were opened on Wednesday, December 4<sup>th</sup>, 2024. Chairman, Danny Pettus referred to Lauderdale County License Commissioner, Rodney Pettus for his recommendation. Mr. Pettus recommended the bid go to the lowest bidder, Butler Construction. Mr. Pettus stated that Butler Construction bid right under what the budgeted amount was for the renovation. He also said Butler Construction renovated the lady's dormitory and did a good job on that renovation. Commissioner Hackworth moved, seconded by Commissioner Nix to approve. There being no further discussion, and upon a vote taken, motion was unanimously approved. Bid is herein recorded, and made a part of these minutes

**LAUDERDALE COUNTY CHECKS ISSUED:  
November 25, 2024 - December 8, 2024**

1 .	General-Special	62600-62649	802,335.08
2 .	Agri-Business Fund	4150	34.06
3 .	Pistol Permit Revenue Reduction Fund	N/A	0.00
4 .	Opioid Settlement Fund	1042-1047	2,529.87
5 .	LEPA Fund	9275-9281	4,534.45
6 .	Gasoline Tax Fund	19125-19134	182,417.25
7 .	Public Bldg., R & B Special	489	750,000.00
8 .	Public Highway & Traffic Fund	422	10,885.46
9 .	Al. Trust Capital Improvement Fund	N/A	0.00
10 .	RRR Gasoline Tax Fund	767	593,311.95
11 .	Reappraisal Fund	12922-12931	32,090.07
12 .	Tourism, Rec. & Convention Fund	645	350.00
13 .	RSVP Fund	18442-18449	2,491.22
14 .	Child Protection Fund	1295	1,617.28
15 .	Rebuild Alabama Gas Tax Fund	N/A	0.00
16 .	Rebuild Alabama Diesel Tax Fund	N/A	0.00

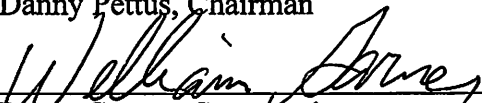
17	Federal Aid Exchange Fund	N/A	0.00
18	Workforce Development Center Fund	1124	35,000.00
19	Special Grants Fund	1019-1020	19,772.70
20	ARPA Revenue Reduction Fund	N/A	0.00
21	Coronavirus Rescue Act Fund	N/A	0.00
22	CDBG Fund	N/A	0.00
23	Solid Waste Fund	9708-9720	311,955.68
24	Account Payable Fund	49346-49390	331,661.28
25	Fire Protection Fee Fund	N/A	0.00
26	Industrial Development Tax Fund	N/A	0.00
27	Tobacco Tax Fund	3210	12,273.32
28	TVA Tax Fund	6622-6632	409,178.79
<b>TOTAL</b>			<b>\$ 3,502,438.46</b>

All invoiced bills were audited and ordered to be paid by a motion made by Commissioner Nix seconded by Commissioner Hackworth. Upon a vote take, motion was unanimously approved. Motion is herein recorded and made a part of these minutes

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

LAUDERDALE COUNTY COMMISSION

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

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

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

  
 \_\_\_\_\_  
 Todd Nix, Commissioner

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

ATTEST:

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

**LAUDERDALE COUNTY COMMISSION  
REGULAR MEETING AGENDA  
December 9, 2024**

**A. OFFICIAL AGENDA**

1. CALL TO ORDER AND WELCOME
2. CALL OF ROLL TO ESTABLISH QUORUM
3. INVOCATION AND PLEDGE OF ALLEGIANCE- Commissioner Brad Black
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—Meadow Brook Estates Phase 3**  
**The Commission will vote on an application for developing Meadow Brook Estates Phase 3.**
4. **Resolution—Out of State Travel**  
**The Commission will vote on Out of State travel for 3 Sheriff Department employees.**
5. **Resolution—Professional Mapping Services**  
**The Commission will vote on signing a contract for professional mapping services for the Revenue Department.**
6. **FMLA**
7. **Bid LA 2025-1 “Various Print Bids”**
8. **Bid LA 2025-2 “License Department Restroom Remodel”**
9. **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, an application for a proposed subdivision plat has come before the Lauderdale County Commission for Meadow Brook Estates Phase 3, located as follows:

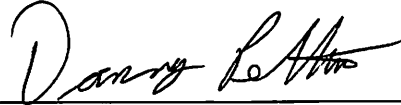
**East off CR 31 onto Spry Way then turn north onto said property. Located in the Northwest Quarter of Section 22 in Township 2 South Range 9 West.**

WHEREAS, the Lauderdale County Engineer has reviewed the aforementioned application and recommends that it be approved.

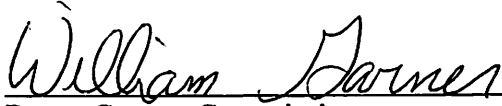
NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission that the application for the Meadow Brook Estates Phase 3 is herein approved.

Done this the 9<sup>th</sup> day of December, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner

Absent

Brad Black, Commissioner



Todd Nix, Commissioner

ATTEST



Brenda Bryant, County Administrator



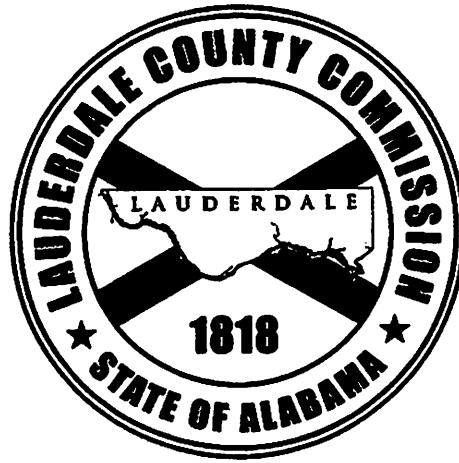
Joe Hackworth, Commissioner

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

To: Owner/Developer  
Adjoining Property Owners  
Utilities

Subject: Meadow Brook Estates Phase 3

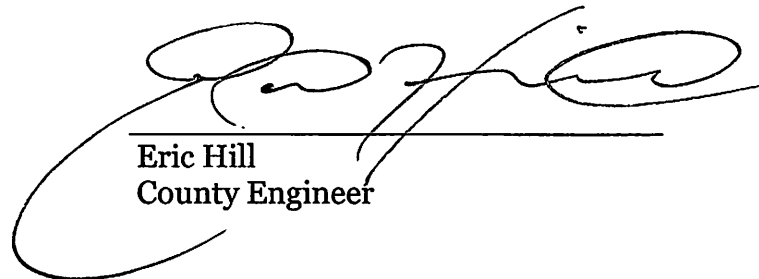
Date: November 25, 2024

The above referenced subdivision has been reviewed by the County Engineer's Office and is recommended for approval. This subdivision will be publicly approved at the December 9, 2024 County Commission meeting.

This notification is being made subject to Alabama State Law (ACT 2006-227).

If you have any questions feel free to contact my office at 256-760-5880

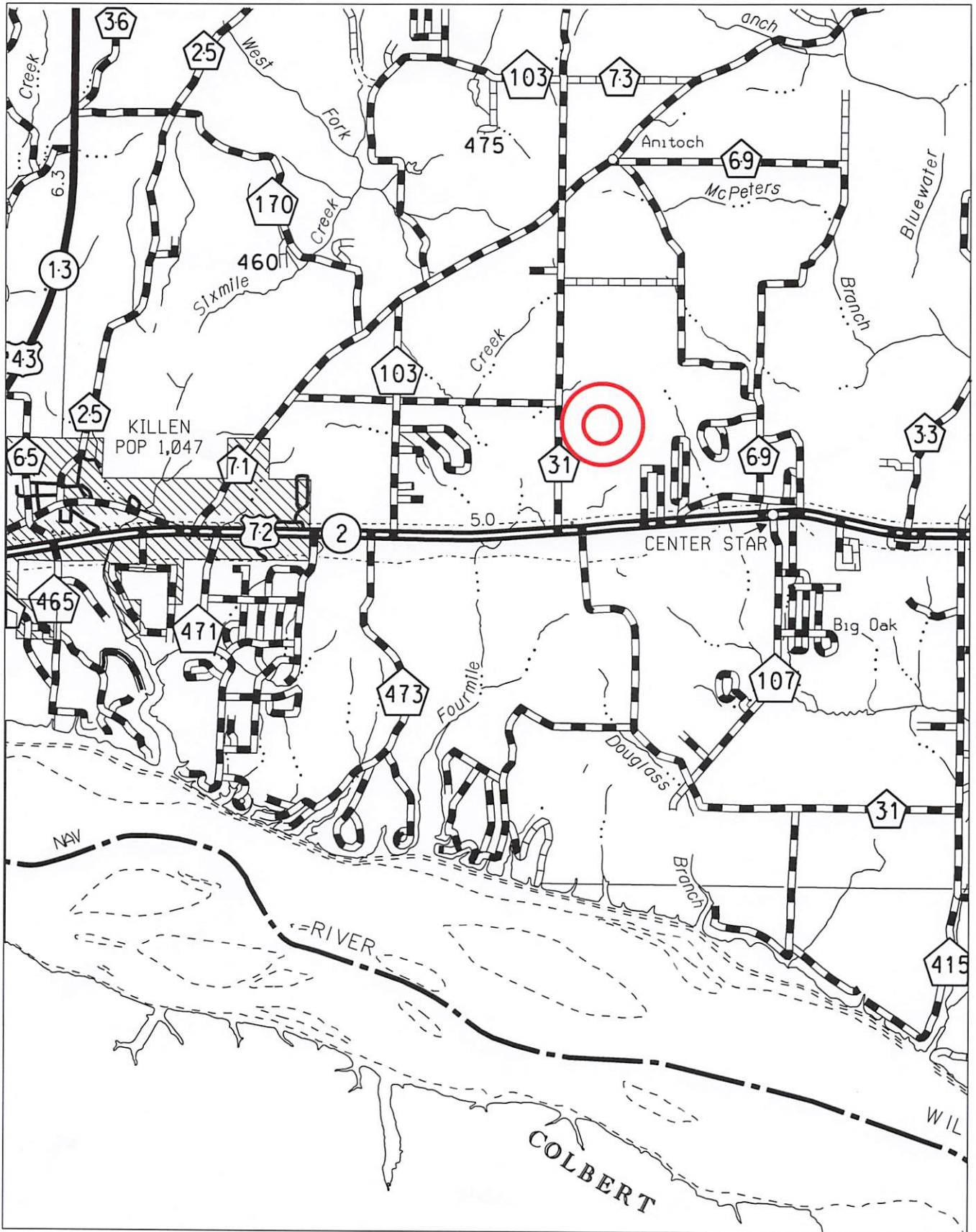
Signed:



Eric Hill  
County Engineer

Attachments

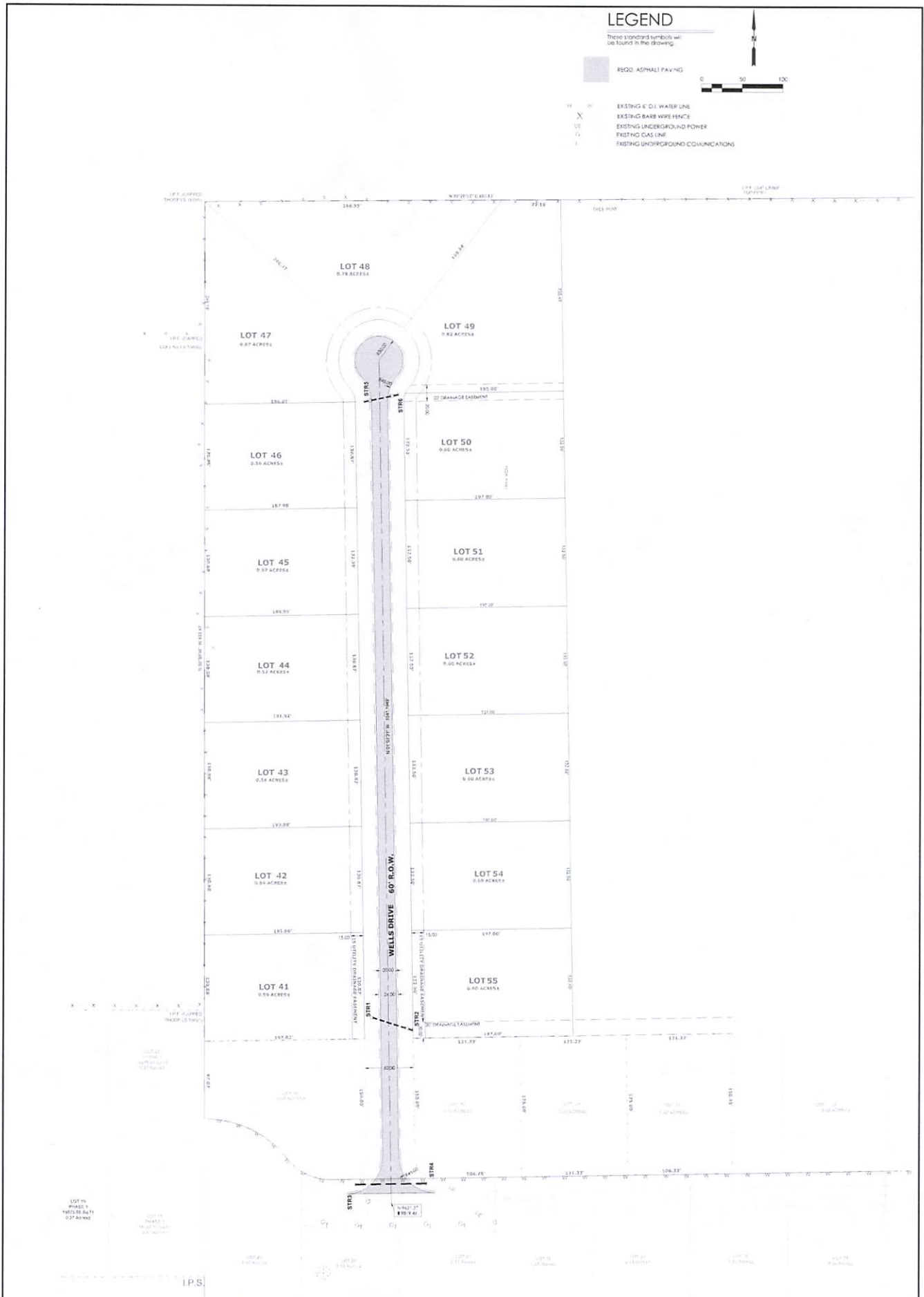
# Meadow Brook Estates - Phase 3



# LEGEND

These standard symbols will be found in the drawing.

- REGD. ASPHALT PAVING
- EXISTING 6" D.I. WATER LINE
- EXISTING BARS WIRE FENCE
- EXISTING UNDERGROUND POWER
- EXISTING GAS LINE
- EXISTING UNDERGROUND COMMUNICATIONS



NO.	DATE	DESCRIPTION
1	08/15/24	ISSUED FOR PERMITS
2	09/17/24	REVISED PER COMMENTS
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**REVISIONS**

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**ELECTRONIC FILE DECLARATION**  
 The official drawings are those that are signed, sealed and dated by the Professional Engineer. Electronic information transferred electronically to clients is not considered a true representation of the official document. Civil Group LLC is not responsible for information on these plans or electronic forms, printed or otherwise, written by others or information on the part of others.

**SITE PLANS  
 WELLS DRIVE  
 FOR  
 MEADOW BROOK ESTATES PHASE THREE  
 FLORENCE AL**



**CivilGroup**  
 engineering • surveying

919 EAST AVALON AVE., SUITE B  
 MUSCLE SHOALS, ALABAMA 35661  
 P 256.320.5082 • F 256.320.5082

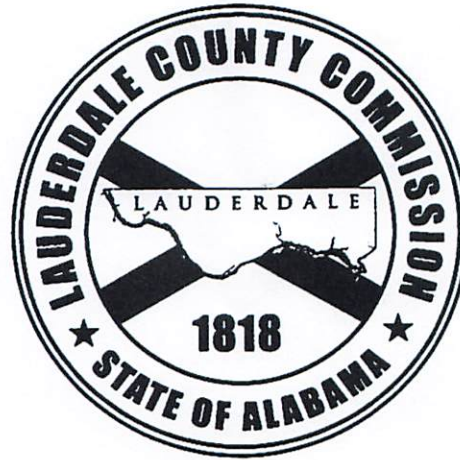


DANNY PETTUS  
CHAIRMAN

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

MEMORANDUM

To: Brenda Bryant

From: Eric Hill

Date: November 25, 2024

RE: Meadow Brook Estates – Phase 3

Attached is the \$25.00 permit fee and \$360.00 inspection fee for the above referenced subdivision (\$385 Total).

$\$200 + \$10 \text{ per lot (16 lots)} = \underline{\$360.00}$  Inspection Fee

A handwritten signature in blue ink, appearing to be "Eric Hill", is written across the page.

STATE OF ALABAMA §  
LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Sheriff Department would like to request out of state travel approval for Josiah Tukua, Keith Haste, and Jeffery Tucker to Gallatin, Tennessee January 13, 2025 through January 15, 2025 for Interdiction Tactics/ Cartel Traps; and

BE IT RESOLVED, the Lauderdale County Commission approves the Lauderdale County Sheriff Departments travel requests listed to Gallatin, Tennessee.

Done this the 9<sup>th</sup> day of December, 2024.

LAUDERDALE COUNTY COMMISSION



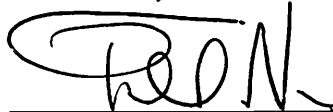
Danny Pettus, Chairman



Roger Garner, Commissioner

Absent

Brad Black, Commissioner




Todd Nix, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

STATE OF ALABAMA §  
LAUDERDALE COUNTY §

RESOLUTION


WHEREAS, the Lauderdale County Commission has agreed to enter into a contract with G-Squared of Fayetteville, Tennessee, for a 2025 Digital Orthophotography and Map Feature update; and

NOW THEREFORE BE IT RESOLVED, by the Lauderdale County Commission that the contract with G-Squared is herein accepted, and the Revenue Commissioner of Lauderdale County is herein authorized to execute said agreement on behalf of the County; and

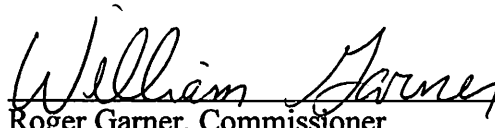
BE IT FURTHER RESOLVED that this contract with G-Squared is being executed for the sole purpose of updating the Lauderdale County Digital Orthophotography and Map Feature, and shall cover a three-year term which began on September 5, 2024 with the total cost not to exceed one hundred fifteen thousand dollars, and a budget amendment is herein authorized.

Done this the 9<sup>th</sup> day of December, 2024.

LAUDERDALE COUNTY COMMISSION



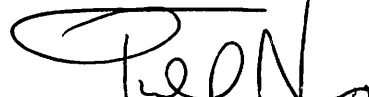
Danny Pettus, Chairman



Roger Garner, Commissioner

Absent

Brad Black, Commissioner

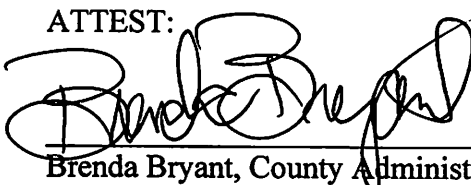


Todd Nix, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

**PROFESSIONAL SERVICES CONTRACT**

**LAUDERDALE COUNTY, ALABAMA and G-SQUARED, LLC.**

This renewable contract made and entered into on the 5<sup>th</sup> day of September 2024 between LAUDERDALE COUNTY ALABAMA, hereinafter called the CLIENT, and G-SQUARED, LLC, hereinafter called CONTRACTOR remains valid for a period of 3 years after the date first written herein above. All services shall be performed under the responsible charge of a Certified Photogrammetrist.

**WITNESSETH THAT:**

WHEREAS, the CLIENT desires to engage the CONTRACTOR to render technical and professional services, hereinafter described in connection with the PROJECT as requested by the CLIENT officials.

NOW, THEREFORE, the CLIENT and the CONTRACTOR do mutually agree as follows:

**Section 1. CONTRACTOR**

The CLIENT agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the professional services hereinafter set forth, within this agreement for the CLIENT, in a proper manner as determined by the CLIENT.

All work conducted for the project will be performed within the boundaries of the United States. Under no circumstances shall the CONTRACTOR send any film, film derivatives, or any other data, whether digital or hard copy, associated with the performance of a contract to destinations outside of the United States of America.

Services requested by the Project Manager, as defined in Section 4 (e) of this document will require a Task Order issued in the amount quoted for specific products and services requested. Task orders will include the type of service, schedule, and cost quote not to be exceeded for all services requested.

In the event of a change ordered by the project manager, the change order will include the type of service and associated cost difference.

**Section 2. SCOPE OF SERVICE**

CONTRACTOR shall furnish, in a professional and workmanlike manner, aerial photography, triangulation, LiDAR, digital mapping, digital orthophotography, map conversion, and photogrammetry consulting services within the project area specified. The project area of interest is as defined by the index map on each task order.

**Section 3. TIME OF PERFORMANCE**

All work shall be completed and delivered by the date specified on the task order.

#### Section 4. GENERAL PROVISIONS

(a) *Personnel.* The CONTRACTOR warrants that it has the professional personnel capable of performing the services, as called for herein, in a satisfactory and proper manner, or will secure the services of such personnel as may be required to perform such services.

(b) *Office Space.* The CONTRACTOR agrees to provide and maintain the office space and facilities required to perform all services as called for under this Agreement, at no expense to the CLIENT.

(c) *Subcontracts.* None of the work or services covered by this contract shall be subcontracted without the prior approval of the CLIENT. Any work or services subcontracted hereunder shall be specified and shall be subject to each provision of this contract.

(d) *Access to Materials.* The CLIENT agrees to make available to the CONTRACTOR the digital map data for updating, project documents, and any other information necessary, which has a direct bearing on the project, at no expense to the CONTRACTOR.

(e) *Communications.* The representative project manager of the CLIENT and the CONTRACTOR to whom communications regarding the project, which is the subject of this contract, should be directed as follows:

(1) COUNTY: Billy Hammock  
Revenue Commissioner  
P.O. Box 794  
Florence, AL 35631  
Phone: (256) 760-5793  
Fax: (256) 760-5790  
Email: [billy.hammock@yahoo.com](mailto:billy.hammock@yahoo.com)

(2) CONTRACTOR: G SQUARED, LLC  
Zach Galyen  
Project Manager  
20 Ardmore Hwy  
Fayetteville, TN 37334  
Phone: 931-438-1414  
Fax: 931-438-1415  
Email: [zgalven@gsqmap.com](mailto:zgalven@gsqmap.com)

## **Section 5. COMPENSATION AND METHOD OF PAYMENT**

CONTRACTOR shall invoice the CLIENT at the end of each month based on percentage of work completed.

The invoiced amount shall be due CONTRACTOR within 30 days after the CLIENT's acceptance of that part of the work. In no case shall the CLIENT's acceptance be delayed more than 30 days unless CONTRACTOR breaches this contract or quality deficiencies are found in the work.

Notices and invoices under this contract shall be sent to the following:

Lauderdale County Revenue Commissioner  
Billy Hammock  
P. O. Box 794  
Florence, AL 35631  
(256) 760-5793

Notices and payments under this contract shall be sent to the following:

Lindsey Galyen, Jr., Principal  
G Squared, LLC  
20 Ardmore Highway  
Fayetteville, TN 37334

## **Section 6. TERMS AND CONDITIONS**

(a) *Termination - General.* This Agreement may be terminated at any time for any reason by the CONTRACTOR or CLIENT. The party desiring to terminate this Agreement shall give a 90-day written notice to the other party of its intent to terminate.

(b) *Termination of Contract for Cause/Breach of Contract.* If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this contract, the CLIENT shall thereupon have the right to terminate this contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other materials prepared by the CONTRACTOR under this contract shall, at the option of the CLIENT, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents or materials.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CLIENT for damages sustained by the CLIENT by virtue of any breach of the Contract by the CONTRACTOR, and the CLIENT may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CLIENT from the CONTRACTOR is determined.

(c) *Termination for Convenience of the CLIENT.* The CLIENT may, at its discretion, terminate

the work under this agreement by giving a sixty-day written notice. If the project is terminated, CONTRACTOR shall be equitably paid for services properly rendered prior to effective termination notice date, pro-rated on the basis of completed work.

(d) *Changes.* The CLIENT may, from time to time, request changes of the CONTRACTOR in the scope of services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the CONTRACTOR's compensation, which is mutually agreed upon by and between the CLIENT and the CONTRACTOR, shall be incorporated in written amendments to this contract. The contract can be extended under mutually agreed provisions, through a written amendment to this document.

(e) *Assignability.* The CONTRACTOR shall not assign any interest on this contract, and shall not transfer any interest in the same whether by assignment or novation, without the prior written consent of the CLIENT provided, however, that claims for money by the CONTRACTOR from the CLIENT under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the CLIENT.

This Contract shall be binding upon and inure to the benefit of any successor or assign of the COUNTY, and this contract shall be binding upon and inure to the benefit of any successor or assign of the CONTRACTOR, as allowed but only as allowed herein.

This Agreement shall be binding upon and inure to the benefit of any successor to CLIENT of CONTRACTOR and such successor shall be deemed substituted for CLIENT of CONTRACTOR under the terms of this Agreement. As used in this Agreement, the term "successor" shall include any person, firm, employer or other business entity which at any time, whether by merger, purchase or otherwise, which assumes or is assigned responsibility of CLIENT of CONTRACTOR for the covered project. This Agreement shall also be binding upon and inure to the benefit of the CONTRACTOR, his heirs, executors and administrators.

(f) *Reports and Information.* The CONTRACTOR, at such times and in such forms as the CLIENT may require, shall furnish to the CLIENT such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

(g) *Findings Confidential.* All of the reports, information, data, etc., given to or prepared or assembled by the CONTRACTOR under this contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the CLIENT.

(h) *Compliance with Local Laws.* The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the U.S. Government, the State of Arkansas and the CLIENT(s).

(i) *Audits and Inspection/Access to Records/Record Retention.* At any time during normal business hours, with prior arrangement and as often as the CLIENT may deem necessary, the CONTRACTOR shall make available to the CLIENT for examination all of its records with respect to matters covered by this contract and will permit the CLIENT to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this contract.

The CONTRACTOR shall retain all books, documents, papers and records which are directly pertinent to the CONTRACTOR for a period of one year following completion of the contracted work and expiration of the Contract unless written permission to destroy them is granted by the CLIENT. If litigation, claim, or audit is started before the expiration of the retention period, the records shall be retained until all litigation, audits, and/or audit finding involving the records have been resolved. Contractor has implemented certain safeguards to protect said books, documents, papers, and records; however, in the event of any cyber security breach which may destroy or limit contractors access to said books, documents, papers and records, contractor will not be required to reproduce said books, documents, papers and records to CLIENT. Additionally, CONTRACTOR will not be liable for any loss CLIENT may incur as a result thereof, with the exception of gross negligence by Contractor.

(j) *Interest of Members of the CLIENT and Other Local Public Officials.* No officer, member or employee of the CLIENT and no member of its governing body, and no other public official of the governing body of the locality of localities in which the project is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof. The CONTRACTOR shall take appropriate steps to assure compliance.

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

(l) *Ownership of Documents.* The CLIENT shall be provided with a digital copy of the final report and all computer drawings, files. Copies of sketches, notes computations and other data shall be furnished upon request. The CONTRACTOR shall be released and held harmless of any subsequent liabilities resulting from extensions or enlargements of the CLIENT'S "originals".

(m) *Source Materials.* *Within fourteen (14) calendar days of request, the CLIENT will provide the CONTRACTOR with the any source material requested. Should the CONTRACTOR determine there is relevant information missing from the source materials provided, which missing information is mandatory in order to proceed with completion of the contract, the CONTRACTOR will request and obtain prior authorization from the CLIENT for the additional costs associated with obtaining the same, prior to proceeding further with the contract. The accuracy of the data contained in the source materials provided by the CLIENT, will be determined after the CONTRACTOR has completed implementation phase of the contracted services. Should the CONTRACTOR discover that the CLIENT supplied data contains inaccuracies which inaccuracies must be either (1) corrected or (2) new data obtained, before the CONTRACTOR can proceed with the completion of the work, the CONTRACTOR will quantify and provide the CLIENT with the additional costs associated with either correcting or obtaining new data. The CLIENT will provide written authorization for the additional costs prior to the CONTRACTOR proceeding further with the Contract. Upon receipt of notice of any additional costs the CLIENT has the option to (a) approve the additional costs and work required, or (b) approve the work to proceed without correcting inaccuracies. Any delay in obtaining direction or authorization from the CLIENT will be deemed and excusable delay.*



(n) *Publication, Reproduction and Use of Material.* No material produced in whole or in part under this contract shall be subject to copyright by or on behalf of the CONSULTANT in the United States or in any other country. The CLIENT shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this contract.

(o) *Guarantee.* The CONTRACTOR warrants that the goods and services to be provided herein shall:

Be new and of commercially reasonable quality where no quality is specified; conform with the requirements of the Contract and any specifications or drawings incorporated herein; and be free from defects in workmanship, materials, and design, where design is the responsibility of the CONTRACTOR.

If at any time prior to the expiry of NINETY (90) DAYS from the date of the acceptance of the goods or services provided by the CONTRACTOR the goods or services, or any part thereof, do not in any way conform to the requirements of the Contract, then upon Notice to the CONTRACTOR by the CLIENT within a reasonable period of time after the discovery thereof, the CONTRACTOR shall promptly repair, replace, correct or re-perform such defective goods or services to the satisfaction of and at no cost to the CLIENT. This sole and limited warranty is in lieu of all other warranties, guarantees or representations, whether expressed or implied. In no event shall CONTRACTOR be liable for any consequential losses or damages including; loss of profit, data, use, or capital, by CLIENT arising here from. The CONTRACTOR shall guarantee the accuracy of all work performed under this contract for a period of one year upon final delivery of all products as defined in the Scope of Work. Any work not attaining the required standards and accuracies shall be corrected as soon as practical at the CONTRACTOR's expense.

## **Section 7. TAX RESPONSIBILITIES OF CONTRACTOR**

The parties to this Agreement agree that the CONTRACTOR is an independent firm or person and that the relationship created by this agreement is that of an independent CONTRACTOR. Further, the parties agree that the CONTRACTOR is not an employee of CLIENT, and will not be treated as such for federal income tax purposes. In this regard the CONTRACTOR acknowledges and accepts all tax responsibilities imposed by federal income tax laws, and any applicable state income tax laws, on self-employed persons, including but not limited to the responsibility of withholding from income the required amounts for federal income taxes, Social Security taxes, federal unemployment tax and applicable state and local income taxes.

## **Section 8. NON-EXCLUSIVE CONTACT**

The CONTRACTOR shall devote his time, attention and energies to the fulfillment of this Agreement. If, after satisfying his responsibilities to the CLIENT, the CONTRACTOR desires to render similar services to any other persons, or on behalf of any other firms, associations, or corporations, then CONTRACTOR may contract for such services; provided, however, that in the event that the rendering of such additional services by the CONTRACTOR interferes, in the opinion of the CLIENT, with the quality of services rendered to the CLIENT, then the CLIENT shall have the option of either requesting the CONTRACTOR to cease performing such additional services, or canceling this Agreement.

## **Section 9. INDEPENDANT CONTRACTOR RELATIONSHIP**

In the performance of the work, duties and obligations evolving under this Agreement, it is mutually understood and agreed that the CONTRACTOR is at all times serving as an independent CONTRACTOR providing the CLIENT with services as a contractor and or independent contractor. Amounts paid to the CONTRACTOR by the CLIENT as compensation for providing said services are for services purchased, and amounts paid to the CONTRACTOR shall be deemed to be fees for services to an independent CONTRACTOR and shall not be subject to any withholding. It is expressly understood that the CLIENT is interested only in the results to be achieved and the conduct and control of the work will be the sole responsibility of the CONTRACTOR. CONTRACTOR is not considered to be an agent or employee of the CLIENT for any purpose and the CONTRACTOR will not be eligible to participate in any benefits the CLIENT provides for its own employees. It is further understood and agreed that the CLIENT does not agree to use CONTRACTOR exclusively. It is further understood and agreed that, except as provided herein, CONTRACTOR is free to contract for similar services to be performed for others during the term of this Agreement.

## **Section 10. LIABILITY**

The CLIENT shall not be liable to or for any injury to the person or property of any person, firm or corporation, and the CONTRACTOR assumes full and complete responsibility therefore. The CONTRACTOR shall be insured under the terms of the CONTRACTOR's liability insurance policy during the entire term of this contract and the performance of all work herein provided for.

*Liability and Indemnification.* The CONTRACTOR shall indemnify and save harmless the CLIENT from and against all manner of actions, proceedings, claims, demands, losses, costs, damages, and expenses whatsoever which may be brought or made against, or which the CLIENT may sustain, pay or incur, as a result of or in connection with the performance or non-performance of the Contract in whole or in part by the CONTRACTOR, whether in contract, tort or otherwise. The CLIENT shall provide the CONTRACTOR with timely written notice of any such claim, and will provide all relevant information and co-operate fully with the CONTRACTOR in furtherance of the CONTRACTOR's obligation herein. Notwithstanding any other provisions of this Contract, the CONTRACTOR's liability under this contract shall be limited to the lesser of the amount paid under this Contract or one million dollars (\$1,000,000.00).

*Cyber Liability.* The CONTRACTOR shall not be liable to or for any injury to the CLIENT for any cyber-attack, which includes, but is not limited to, adware, ransomware, and/or cyber extortion, unless it is determined that CONTRACTOR was grossly negligent in its efforts to safeguard said material. CONTRACTOR shall maintain cyber liability insurance as set forth herein below. In the event that it is determined that CONTRACTOR was grossly negligent, any claim for damages by CLIENT shall be limited to the cyber liability policy limit set forth herein.

*Insurance.* The CONTRACTOR shall maintain in force during the term of this Contract insurance with the following minimum limits:

- |   |             |
|---|-------------|
| I. General Liability  | \$1,000,000 |
| II. Automobile Liability  | \$1,000,000 |
| III. Professional Liability   | \$1,000,000 |
| IV. Worker's Compensation as required in any jurisdiction in which work is to be performed. |             |
| V. Cyber Liability  | \$1,000,000 |

Upon request, the CONTRACTOR shall provide CLIENT with certificate of insurance showing evidence of the above coverage.

IN WITNESS WHEREOF, the CLIENT and the CONTRACTOR have caused this agreement to be executed by their duly authorized officers on the day and year first above written.

LAUDERDALE COUNTY COMISSION

*Danny Pettus*

By: Danny Pettus, Chairman

Date: 12-9-2024

ATTEST: *Brenda Bryant*

Date: 12-9-2024

G SQUARED, LLC

*Zach Galyen*

By: Zach Galyen, Project Manger

Date: 12/10/2024

ATTEST: *Michael Keller*

Date: 12/10/2024

September 5, 2024

**TASK ORDER # 008 TO CONTRACT FOR PROFESSIONAL MAPPING SERVICES**

**2025 Update and Maintenance of Orthophotography and Planimetric Mapping for the 749 square miles of Lauderdale County, AL**

**I. Scope of Work**

Maintenance of GIS map data for 749 square miles as defined and indicated by Lauderdale County line on the attached index map.

G-Squared will provide maintenance of the established base layers as follows:

**1. New 2025 Digital Orthophotography**

- County area of 749 sq miles of 1" = 100' scale 6" pixel resolution
- City area of 192 sq miles of 1" = 100' scale 3" pixel resolution

**2. Lauderdale County planimetric feature layers (749 sq miles)**

Centerline and edge of pavement	Railroad centerlines
Paved parking lots	Runway and taxiways
Dams and earth retaining walls	Bridges and boat docks > 20'
Fences (cross county property lines)	Utility structures and towers
Streams drains, rivers, ponds, and lakes	Building structures > 20'

A technician will view every image on a 3D instrument and update surface data where changes have occurred. This task will create an accurate surface for image rectification and ensure that planimetric data is updated to the 2025 imagery.

All work will be performed to the established specification, which are listed in the Professional Service Agreement dated September 5, 2024. All data will be delivered to the established ESRI GIS format on a USB drive.

**II. Schedule**

Aerial acquisition will be completed by March 15, 2025

Digital orthophotography will be completed and delivered by August 31, 2025

Planimetric updates will be completed by September 31, 2025

September 5, 2024

**III. Fees and Payments**

All fees and services performed by this contract have been strictly based on the Professional Service Contract dated September 5, 2024, between the Lauderdale County Commission and G-Squared.

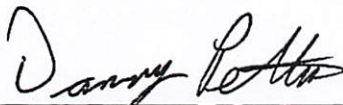
Invoices shall be submitted to the county project manager based on budget cycle and relative percentage complete and/or delivered.

**Total not to exceed.....\$115,000**

*Please sign below and return a copy to G-Squared as notice to proceed.*

**Lauderdale Authorized Representative**

**G-Squared Authorized Representative**

By:   
Danny Pettus  
County Commission Chairman

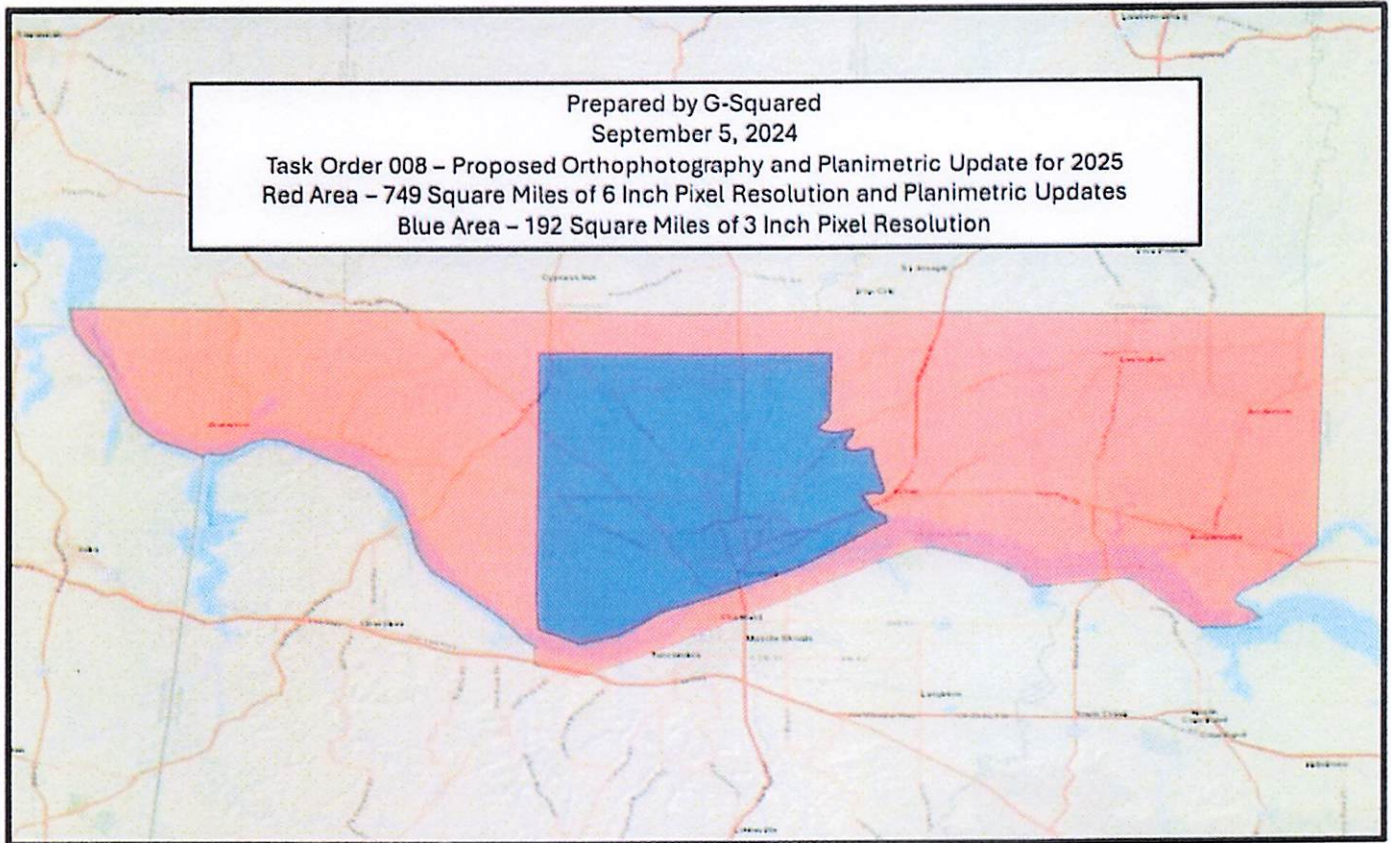
By:   
Zach Galyen  
Project Manager

Date: 12-9-2024

Date: 12/10/2024

September 5, 2024

## Lauderdale County, Alabama Index Map



**September 5, 2024**

LA-2025-1

BID ITEM: "Various Printing Jobs"  
 OPENING: Friday, December 6, 2024  
 DATE MAILED: Tuesday, November 26, 2024

	NO RESPONSE	LOW BID	NO BID	ROAD DEPARTMENT / COUNTY COMMISSION PRINTED ENVELOPES	COUNTY COMMISSION- REQUISITION BOOKS	COUNTY COMMISSION - WARRANT SHEETS	COUNTY COMMISSION BUSINESS CARDS - ROGER GARNER	COUNTY COMMISSION BUSINESS CARDS - TODD NIX
Data Pro Attn: Joe Smith 2106-A West Ferry Way Huntsville, AL 35801								
Diversified Companies Attn: John Dawson 3721 Powers Court Chattanooga, TN 37416								
Herald Printing 328 N. Pine Street Florence, AL 35630				500 - 67.60 1000 - 89.80	50 - 691.00 100 - 1130.00	2500 - \$159 5000 - \$263	200 - \$27 400 - \$36	200 - \$30 400 - \$37
IMS Enterprises 3115 Northington Ct Florence, AL 35630  PSI →				500 - \$59 1000 - \$112	50 - \$415	2500 - \$139 5000 - \$199	200 - \$27 400 - \$34	200 - \$27 400 - \$34
Printer & Stationers 113 N Court Street Florence, AL 35630							Take Price per Brewer per Brewer	



**BID NO.:** LA 2025-2  
**BID ITEM:** License Department Restroom Remodel  
**OPENING:** Wednesday, December 4<sup>th</sup>, 2024, at 10:00 AM  
**DATE MAILED:** Monday, November 18<sup>th</sup>, 2024 (Pre-bid Meetings Scheduled with Rodney)

**Advertisement Dates:**

Times Daily: Nov. 19<sup>th</sup>, 26<sup>th</sup>  
 Dec. 3<sup>rd</sup>

	BID BOND	NO BID	LOW BID	NO RESP	AMOUNT
Brad Slater Construction 28 Dunn Fall River Rd. Leoma, TN 38468 <i>mailed 11-18</i>				X	
Butler Construction Co. * 1711 Wall Street Sheffield, AL 35660 <i>mailed 11-18</i>	X				\$82,000
King & Associates 601 Pasadena Ave. Muscle Shoals, AL 35661 <i>mailed 11-8</i>				X	
Carbine Construction * 612 Thompson St. Florence, AL 35630 <i>mailed 11-8</i>					\$112,075
Pierce & Allred Construction Inc. 1828 Darby Dr. Florence, AL 35630 <i>mailed 11-8</i>				X	
Johnson Contractors 3635 E. 2 <sup>nd</sup> St. Muscle Shoals, AL 35661 <i>mailed 11-8</i>				X	
Smith General Contractors 450 Rose Dr. Florence, AL 35630 <i>mailed 11-8</i>				X	