

STATE OF ALABAMA §

LAUDERDALE COUNTY §

The Lauderdale County Commission convened at the Lauderdale County Government Building in the City of Florence, Alabama, at 5:00 pm. on the 14th day of October, 2025.

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
Todd Nix	Commissioner, District 2

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

The invocation and Pledge of Allegiance were delivered by Commissioner, Brad Black

Award/Presentations: None

Public Comments on Agenda Items: None

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

Commissioner Nix 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 Black to approve signing a contract with Gulf Services for the Lauderdale County Courthouse abatement. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Hackworth to approve signing a lease agreement with Florence City Board of Education for space within the Workforce Development Center. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Nix to approve the request for a public hearing of utility easement on behalf of Skypark Properties, LLC and Skypark Development, LLC on property as described in the attached documents. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Black to approve signing a contract with Cintas for various workplace services and products as listed in the attached Cooperative Acceptance Agreement. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Black to approve dumpster rate changes as listed on the resolution. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Nix to approve the attached Lauderdale County Commission Procedures for Public Records Requests. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Nix to approve a request to bid work for a new counter in the License Commission Office based off attached specifications. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Nix approving the invoiced bills. There being no further discussion, and upon a vote taken, motion was unanimously approved. This is herein recorded, and made a part of these minutes.

Mike Barnwell thanked the Commissioners for what was addressed after the last meeting he attended. Mr. Barnwell asked if the County Commission has any say in what happens in Aqua Vista. Mr. Barnwell also mentioned that he got his property tax and was asked to sign something to freeze the amount of taxes he pays yearly. Mr. Barnwell wanted to know who was responsible for that change. The Commissioners stated that was a change in legislature. Mr. Barnwell also wanted to know how to not be charged a fee for education on property taxes.

LAUDERDALE COUNTY CHECKS ISSUED:
September 22, 2025 - September 30, 2025

1	General-Special	63851-63905	690,535.27
2	Agri-Business Fund	4208	346.49
3	Pistol Permit Revenue Reduction Fund	N/A	0.00
4	Opioid Settlement Fund	1193-1194	1,371.13
5	LEPA Fund	9421	1,274.00
6	Gasoline Tax Fund	19438-19444	287,909.98
7	Public Bldg., R & B Special	496	750,000.00
8	Public Highway & Traffic Fund	423	339,320.64
9	Al. Trust Capital Improvement Fund	N/A	0.00
10	RRR Gasoline Tax Fund	781	105,549.17
11	Reappraisal Fund	13141-13142	15,609.95
12	Tourism, Rec. & Convention Fund	665	750.00
13	RSVP Fund	18604-18606	761.80
14	Child Protection Fund	N/A	0.00
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	1164-1165	505,805.20
19	Special Grants Fund	N/A	0.00
20	Coronavirus Rescue Act Fund	N/A	0.00
21	CDBG Fund	N/A	0.00

22	· Solid Waste Fund	10025-10027	220,386.70
23	· Account Payable Fund	50585-50628	271,691.10
24	· Fire Protection Fee Fund	5168	69,916.00
25	· Industrial Development Tax Fund	1265	822,618.83
26	· Tobacco Tax Fund	N/A	0.00
27	· TVA Tax Fund	6745-6757	409,178.79
TOTAL			\$ 4,493,025.05

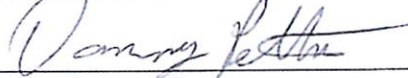
LAUDERDALE COUNTY CHECKS ISSUED:
October 1, 2025 - October 13, 2025

1	· General-Special	63909-63984 Voided Ck #'s: 63906, 63907, 63908	1,023,431.99
2	· Agri-Business Fund	4210-4214 Voided Ck# 4209	874.40
3	· Pistol Permit Revenue Reduction Fund	N/A	0.00
4	· Opioid Settlement Fund	1196-1201 Voided Ck# 1195	2,537.91
5	· LEPA Fund	9422-9428	4,519.32
6	· Gasoline Tax Fund	19447-19459 Voided Ck #'s 19445, 19446	212,992.00
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	403	178,306.45
10	· RRR Gasoline Tax Fund	782	58,975.20
11	· Reappraisal Fund	13145-13153 Voided Ck #'s 13143, 13144	30,212.34
12	· Tourism, Rec. & Convention Fund	N/A	0.00

1			
3	RSVP Fund	18608-18613	2,293.35
		Voided Ck# 18607	
1			
4	Child Protection Fund	1305	1,686.64
1	Rebuild Alabama Gas		
5	Tax Fund	1022	65,674.25
1			
6	Rebuild Alabama Diesel Tax Fund	N/A	0.00
1	Federal Aid Exchange		
7	Fund	N/A	0.00
1	Workforce Development Center		
8	Fund	1166	3,417.50
1	Special Grants		
9	Fund	N/A	0.00
2	Coronavirus Rescue Act		
0	Fund	N/A	0.00
2			
1	CDBG Fund	N/A	0.00
2	Solid Waste		
2	Fund	10030-10042	167,862.17
		Voided Ck #'s 10028, 10029	
2			
3	Account Payable Fund	50629-50660	290,866.24
2			
4	Fire Protection Fee Fund	N/A	0.00
2			
5	Industrial Development Tax Fund	N/A	0.00
2	Tobacco Tax		
6	Fund	N/A	0.00
2			
7	TVA Tax Fund	N/A	0.00
TOTAL			\$ 2,043,649.76

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



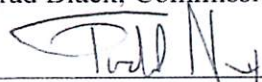
Danny Pettus, Chairman



Roger Garner, Commissioner

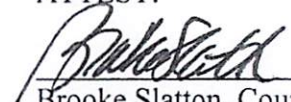


Brad Black, Commissioner

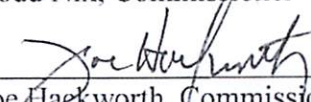


Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

**LAUDERDALE COUNTY COMMISSION
REGULAR MEETING AGENDA
October 14, 2025**

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—Gulf Services Contract**
The Commission will vote on signing a contract with Gulf Services.
4. **Resolution—Lease Agreement**
The Commission will vote signing a lease agreement with Florence City Board of Education.
5. **Resolution—Utility Easement Public Hearing**
The Commission will decide on having a public hearing for a utility easement.
6. **Resolution—Cintas Contract**
The Commission will vote on signing a contract with Cintas for various workplace services.
7. **Resolution—Dumpster Rates**
The Commission will vote on the new dumpster rates.
8. **Resolution—Public Records Requests**
The Commission will vote on procedures for public record requests.
9. **Resolution—Bid Request**
The Commission will decide on bidding an item out.
10. **Audit and Approve Invoiced Bills**

B. SCHEDULED PUBLIC HEARINGS—none

C. STAFF REPORTS

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

E. ADJOURN

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the Chairman to sign a contract with Gulf Services for the abatement at the courthouse.

Done this the 14th day of October, 2025.

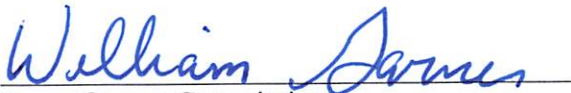
LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Brad Black, Commissioner



Roger Garner, Commissioner

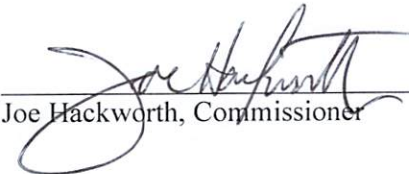


Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Second day of October in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Lauderdale County Commission
102 S Court St, Florence, AL 35630

and the Contractor:
(Name, legal status, address and other information)

Gulf Services Contracting, LLC
5000 Rangeline Rd, Mobile, AL 36619
2514438161

for the following Project:
(Name, location and detailed description)

Lauderdale County Courthouse ACM Abatement
200 S Court St
Florence, AL 35630

The Work under this Contract consists of furnishing all labor, materials, equipment, supervision, and services necessary to perform asbestos abatement at the Lauderdale County Courthouse, 200 S Court Street, Florence, Alabama, in accordance with the Design Documents & Specifications. The Work includes removal and disposal of identified asbestos-containing materials (ACM) within the limits detailed in the Design Documents and the ACM survey, compliance with all regulatory requirements (ADEM, EPA/NESHAP, OSHA), provision of required temporary isolation and negative air systems, disposal of all demolished materials, and protection of adjacent occupied areas. The Contractor shall perform multiple mobilizations consistent with the phasing plan provided by Owner in accordance with the Design Documents & Specifications. The Work shall be completed for the lump sum Contract Sum; unit price alternates may be exercised by the Owner at its option as set forth in the Bid Form.

The Architect:
(Name, legal status, address and other information)

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Notice to Proceed

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- ☐ Not later than Ninety (90) calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred and Thirty-Seven Thousand Three Hundred and Thirteen Dollars and Zero Cents (\$ 337,313.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
------	-------

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the

month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifteenth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows: *(Insert any other conditions for release of retainage upon Substantial Completion.)*

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Danny Pettus

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Jonathan Valle

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)
- .5 Drawings

Number

Title

Date

.6 Specifications

Section	Title	Date	Pages
TTSI Project #2025-0868	Asbestos Abatement Design and Spec	August 2025	39

.7 Addenda, if any:

Number	Date	Pages
2025-0868 Addendum 1	9/16/2025	2

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

- ☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

- ☐ The Sustainability Plan:

Title	Date	Pages
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- ☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.



OWNER (Signature)
Danny Pettus, Chairman
(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:09:06 CDT on 10/08/2025.

Changes to original AIA text

PAGE 7

Section	Title	Date	Pages
<u>TTSI Project #2025-0868</u>	<u>Asbestos Abatement Design and Spec</u>	<u>August 2025</u>	<u>39</u>
Number	Date	Pages	
<u>2025-0868 Addendum 1</u>	<u>9/16/2025</u>	<u>2</u>	

Variable Information

PAGE 1

AGREEMENT made as of the Second day of October in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

Lauderdale County Commission

102 S Court St, Florence, AL 35630

Gulf Services Contracting, LLC

5000 Rangeline Rd, Mobile, AL 36619

2514438161

Lauderdale County Courthouse ACM Abatement

200 S Court St
Florence, AL 35630

The Work under this Contract consists of furnishing all labor, materials, equipment, supervision, and services necessary to perform asbestos abatement at the Lauderdale County Courthouse, 200 S Court Street, Florence, Alabama, in accordance with the Design Documents & Specifications. The Work includes removal and disposal of identified asbestos-containing materials (ACM) within the limits detailed in the Design Documents and the ACM survey, compliance with all regulatory requirements (ADEM, EPA/NESHAP, OSHA), provision of required temporary isolation and negative air systems, disposal of all demolished materials, and protection of adjacent occupied areas. The Contractor shall perform multiple mobilizations consistent with the phasing plan provided by Owner in accordance with the Design Documents & Specifications. The Work shall be completed for the lump sum Contract Sum; unit price alternates may be exercised by the Owner at its option as set forth in the Bid Form.

PAGE 2

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Notice to Proceed

- ☐ Not later than Ninety (90) calendar days from the date of commencement of the Work.
- ☐ By the following date:

PAGE 3

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred and Thirty-Seven Thousand Three Hundred and Thirteen Dollars and Zero Cents (\$ 337,313.00), subject to additions and deductions as provided in the Contract Documents.

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§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifteenth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

5%

PAGE 6

Danny Pettus

Jonathan Valle

Certification of Document's Authenticity

AIA® Document D401™ – 2003

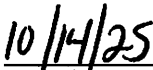
I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:09:06 CDT on 10/08/2025 under Order No. 20250104352 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)



(Title)



(Dated)

AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Second day of October in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Lauderdale County Courthouse ACM Abatement
200 S Court St
Florence, AL 35630

THE OWNER:
(Name, legal status and address)

Lauderdale County Commission

102 S Court St
Florence, AL 35630

THE CONTRACTOR:
(Name, legal status and address)

Gulf Services Contracting

5000 Rangeline Rd
Mobile, AL 36619

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss

Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- ☐ **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- ☐ **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- ☐ **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- ☐ **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- ☐ **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- ☐ **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- ☐ **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- ☐ **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)
- ☐ **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) each occurrence, Two Million Dollars and Zero Cents (\$ 2,000,000.00) general aggregate, and Two Million Dollars and Zero Cents (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.

- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than (\$) each accident, (\$500,000)) each employee, and (\$) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate.\$2,000,000

§

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

Duration of Contract

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- ☐ **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner

with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

- [] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- [] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- [] **§ A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.**
- [] **§ A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.**
- [] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond & Performance Bond	100% of Contract Value

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Additions and Deletions Report for AIA® Document A101® – 2017 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:09:47 CDT on 10/08/2025.

Changes to original AIA text

PAGE 4

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) each occurrence, Two Million Dollars and Zero Cents (\$ 2,000,000.00) general aggregate, and Two Million Dollars and Zero Cents (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

PAGE 5

§ A.3.2.6 Employers' Liability with policy limits not less than (\$) each accident, (\$500,000) each employee, and (\$) policy limit.

~~§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate.\$2,000,000

~~§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

~~§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

~~§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

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Type	Penal Sum (\$0.00)
Payment Bond & Performance Bond	<u>100% of Contract Value</u>
Performance Bond	

Variable Information

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Second day of October in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

Lauderdale County Courthouse ACM Abatement

200 S Court St
Florence, AL 35630

Lauderdale County Commission

102 S Court St
Florence, AL 35630

Gulf Services Contracting

5000 Rangeline Rd
Mobile, AL 36619

PAGE 4

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) each occurrence, Two Million Dollars and Zero Cents (\$ 2,000,000.00) general aggregate, and Two Million Dollars and Zero Cents (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

PAGE 5

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate. \$2,000,000

Duration of Contract

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the request for a public hearing of utility easement on behalf of Skylark Properties, LLC and Skylark Development, LLC on property as described in the attached documentation.

Done this the 14th day of October, 2025.

LAUDERDALE COUNTY COMMISSION



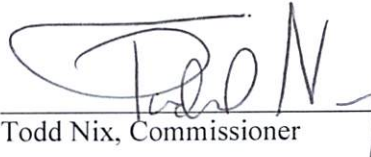
Danny Pettus, Chairman



Brad Black, Commissioner



Roger Garner, Commissioner



Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

LAW OFFICES OF
JOHNSON, PASEUR, & MEDLEY, LLC

Leslie G. Johnson * +
LESLIE.JOHNSON@JOHNSONPASEUR.COM

Deborah Bell Paseur * +
DEBORAHBELL.PASEUR@JOHNSONPASEUR.COM

M. Keith Medley
KEITH.MEDLEY@JOHNSONPASEUR.COM

Adam B. Burchell
ADAM.BURCHELL@JOHNSONPASEUR.COM

Michael Carr **
MICHAEL.CARR@JOHNSONPASEUR.COM

***RETIRED JUDGE**
+REGISTERED MEDIATOR
**** LICENSED TO PRACTICE IN FL, TN.**

September 16, 2025

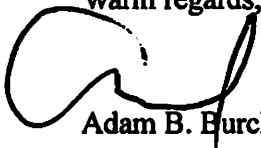
Chris Smith
Lauderdale County Commission
102 S. Court
Florence, AL 35630

Via: Hand Delivered

Dear Chris,

Please accept the attached Petition to Vacate that I have prepared and am submitting on behalf of Skypark Properties, LLC and Skypark Development, LLC. My client in this matter is Joey James, who will actually be purchasing the property. I have also included a map for your convenience. Please reach out when you have a chance so that we can discuss it. I look forward to working with you.

Warm regards,



Adam B. Burchell

STATE OF ALABAMA)

LAUDERDALE COUNTY)

PETITION TO VACATE

WHEREAS, the undersigned landowners (jointly and severally, the "Petitioner") are the owners abutting and adjoining certain real property within Lauderdale County, Alabama, with said parcels and tracks of land being described as follows (collectively, the "Real Property"):

Tract 1: A tract of land lying in Lot 5 thru 6 of Resurvey of Lots 5 thru 7, Winfield's Skypark as recorded in Plat Book 7, Page 206 in the Probate Judge's Office of Lauderdale County, Alabama, and Lot 8, Winfield's Skypark as recorded in Plat Book 6, Page 260 in the Probate Judge's Office of Lauderdale County, Alabama, and being more particularly described as follows: COMMENCE at a ½" Crimped Top Pipe Found, being the Northwest corner of Lot 5, Block 2 of Skypark View Subdivision, as recorded in Plat Book 3, Page 152 in the Probate Judge's Office of Lauderdale County, Alabama, said point being on the South right of way line of Winfield Way (40' right of way); thence, along said right of way line, South 88°30'50" East, 52.16 feet to an Uncapped 1/2" Rebar Found on the Westerly right of way line of Skypark Road (50' right of way); thence, along said Westerly right of way line as follows: along a curve to the left having a Chord Bearing and Distance of South 42°41'25" East, 141.88 feet and a Radius of 388.89 feet, for an Arc Length of 142.68 feet to an Iron Pin Set (capped typical Alexander Land Surveying Property Corner LSCA 628), thence South 53°25'06" East, 72.38 feet to an Uncapped 5/8" Rebar Found, said point being the Northernmost corner of Lot 8, Winfield's Skypark; thence, leaving said right of way line, South 01°21'49" West, 434.12 feet; thence South 88°55'20" East, 68.96 feet to the POINT OF BEGINNING of the herein described tract; thence North 11°10'30" East, 135.68 feet; thence North 01°10'11" West, 113.69 feet; thence North 40°27'43" East, 80.60 feet; thence, along a non-tangent curve to the right having a Chord Bearing and Distance of South 28°53'25" East, 21.37 feet and a Radius of 175.08 feet, and an Arc Length of 21.39 feet; thence South 40°27'43" West, 65.46 feet; thence South 01°10'11" East, 108.25 feet; thence South 11°10'30" West, 117.37 feet; thence North 67°28'34" East, 160.54 feet; thence along a non-tangent curve to the left having a Chord Bearing and Distance of South 34°23'50" East, 20.44 feet and a Radius of 385.00 feet, for an Arc Length of 20.44 feet; thence South 67°28'34" West, 177.27 feet; thence North 54°10'42" West, 11.75 feet; thence North 88°55'20" West, 10.16 feet to the POINT OF BEGINNING of the tract of land hereby described, said tract of land contains 0.225 acres ± and is subject to any and all easements or restrictions of record or unrecorded affecting said property.

Tract 2: A tract of land lying in Lot 6 of Resurvey of Lots 5 thru 7, Winfield's Skypark as recorded in Plat Book 7, Page 206 in the Probate Judge's Office of Lauderdale County, Alabama, and Lot 8, Winfield's Skypark as recorded in Plat Book 6, Page 260 in the Probate Judge's Office of Lauderdale County, Alabama, and being more particularly described as follows: COMMENCE at a ½"; Crimped Top Pipe Found, being the Northwest corner of Lot 5, Block 2 of Skypark View Subdivision, as recorded in Plat Book 3, Page 152 in the Probate Judge's Office of Lauderdale County, Alabama, said point being on the South right of way line of Winfield Way (40' right of way); thence, along said right of way line, South 88°30'50" East, 52.16 feet to an Uncapped 1/2" Rebar Found on the Westerly right of way line of Skypark Road (50' right of way); thence, along said Westerly right of way line as follows: along a curve to the left having a Chord Bearing and Distance of South 42°41'25" East, 141.88 feet and a Radius of 388.89 feet, for an Arc Length of

142.68 feet to an Iron Pin Set (capped typical Alexander Land Surveying Property Corner LSCA 628), thence South 53°25'06" East, 72.38 feet to an Uncapped 5/8" Rebar Found, said point being the Northernmost corner of Lot 8, Winfield's Skypark, thence, leaving said right of way line, South 01°21'49" West, 12.25 feet to the POINT OF BEGINNING of the herein described tract; thence South 53°22'38" East, 12.25 feet; thence South 01°21'49" West, 414.75 feet; thence North 88°55'20" West, 10.00 feet; thence North 01°21'49" East, 421.87 feet to the POINT OF BEGINNING of the tract of land hereby described, said tract of land contains 0.096 acres ± and is subject to any and all easements or restrictions of record or unrecorded affecting said property.

Tract 3: A tract of land lying in Lots 5 thru 6 of Resurvey of Lots 5 thru 7, Winfield's Skypark as recorded in Plat Book 7, Page 206 in the Probate Judge's Office of Lauderdale County, Alabama, and Lot 1 of Resurvey of Lot 1, Marian View as recorded in Plat Book 7, Page 387 in the Probate Judge's Office of Lauderdale County, Alabama, and Lot 3 of Marian View as recorded in Plat Book 7, Page 230 in the Probate Judge's Office of Lauderdale County, Alabama, and being more particularly described as follows: COMMENCE at a 1/2"; Crimped Top Pipe Found, being the Northwest corner of Lot 5, Block 2 of Skypark View Subdivision, as recorded in Plat Book 3, Page 152 in the Probate Judge's Office of Lauderdale County, Alabama, said point being on the South right of way line of Winfield Way (40' right of way); thence, along said right of way line, South 88°30'50" East, 52.16 feet to an Uncapped 1/2" Rebar Found on the Westerly right of way line of Skypark Road (50' right of way); thence, along said Westerly right of way line as follows: along a curve to the left having a Chord Bearing and Distance of South 42°41'25" East, 141.88 feet and a Radius of 388.89 feet, for an Arc Length of 142.68 feet to an Iron Pin Set (capped typical Alexander Land Surveying Property Corner LSCA 628), thence South 53°25'06" East, 72.38 feet to an Uncapped 5/8" Rebar Found, said point being the Northernmost corner of Lot 8, Winfield's Skypark, thence South 53°22'38" East, 119.98 feet to an Iron Pin Set; thence along a curve to the right having a Chord Bearing and Distance of South 36°15'45" East, 111.70 feet and a Radius of 185.08 feet, for an Arc Length of 113.47 feet to an Iron Pin Set, thence South 18°41'38" East, 10.37 feet to the POINT OF BEGINNING of the herein described tract, said point being the intersection of the Southwesterly right of way line of Skypark Road and the Westerly right of way line of Marian Way (40' right of way); thence, continuing along the Skypark Road right of way line, South 18°41'38" East, 50.38 feet to the Easterly right of way line of Marian Way; thence, leaving the Skypark Road right of way and along the Easterly and Northerly right of way line of Marian Way as follows: along a curve to the left having a Chord Bearing and Distance of South 12°03'06" West, 31.83 feet and a Radius of 78.35 feet, for an Arc Length of 32.05 feet, thence South 00°01'24" East, 262.06 feet; thence South 00°00'52" East, 213.67 feet, thence along a curve to the left having a Chord Bearing and Distance of South 44°57'56" East, 87.67 feet and a Radius of 61.85 feet, for an Arc Length of 97.44 feet, thence South 89°52'48" East, 59.45 feet, thence along a curve to the right having a Chord Bearing and Distance of South 84°57'38" East, 88.51 feet and a Radius of 446.94 feet, for an Arc Length of 88.66 feet, thence South 79°49'06" East, 330.78 feet, thence South 44°30'27" East, 184.44 feet, thence along a curve to the left having a Chord Bearing and Distance of South 67°19'12" East, 119.89 feet and a Radius of 155.34 feet, for an Arc Length of 123.09 feet, thence South 89°55'21" East, 202.65 feet, thence along a curve to the left having a Chord Bearing and Distance of North 57°43'54" East, 95.96 feet and a Radius of 90.82 feet, for an Arc Length of 101.10 feet to a Capped Iron Pin Found (PLS #15918); thence, leaving said Northerly right of way line, South 51°37'33" East, 38.60 feet to 1/2"; Crimped Top Pipe Found on the Southerly right of way line of Marian Way; thence along the Southerly and Westerly right of way line of Marian Way as follows: along

a curve to the right having a Chord Bearing and Distance of South 25°44'31" West, 75.00 feet and a Radius of 50.00 feet, for an Arc Length of 84.81 feet to an Iron Pin Set; thence South 84°11'44" West, 69.14 feet to a Capped Iron Pin Found (illegible), thence North 87°57'58" West, 212.85 feet, thence along a curve to the right having a Chord Bearing and Distance of North 67°18'31" West, 150.77 feet and a Radius of 195.34 feet, for an Arc Length of 154.79 feet, thence North 44°30'27" West, 171.74 feet, thence North 79°49'06" West, 318.24 feet, thence along a curve to the left having a Chord Bearing and Distance of North 84°57'57" West, 81.03 feet and a Radius of 406.94 feet, for an Arc Length of 81.17 feet, thence North 89°52'48" West, 59.66 feet, thence along a curve to the right having a Chord Bearing and Distance of North 44°57'42" West, 144.26 feet and a Radius of 101.85 feet, for an Arc Length of 160.31 feet, thence North 00°00'52" West, 213.61 feet, thence North 00°01'24" West, 262.18 feet, thence along a curve to the right having a Chord Bearing and Distance of North 21°10'10" East, 84.45 feet and a Radius of 118.35 feet, for an Arc Length of 86.35 feet to the POINT OF BEGINNING of the tract of land hereby described, said tract of land contains 1.69 acres ± and is subject to any and all easements or restrictions of record or unrecorded affecting said property.

Tract 4: A tract of land lying in part of Lot 1, Resurvey of Lot 1 Marian View as recorded in Plat Book 7, Page 387 in the Probate Judge's Office of Lauderdale County, Alabama, and being more particularly described as follows: COMMENCE at a 1/2"; Crimped Top Pipe Found, being the Northwest corner of Lot 5, Block 2 of Skypark View Subdivision, as recorded in Plat Book 3, Page 152 in the Probate Judge's Office of Lauderdale County, Alabama, said point being on the South right of way line of Winfield Way (40' right of way); thence, along said right of way line, South 88°30'50" East, 52.16 feet to an Uncapped 1/2" Rebar Found on the Westerly right of way line of Skypark Road (50' right of way); thence, along said Westerly right of way line as follows: along a curve to the left having a Chord Bearing and Distance of South 42°41'25" East, 141.88 feet and a Radius of 388.89 feet, for an Arc Length of 142.68 feet to an Iron Pin Set (capped typical Alexander Land Surveying Property Corner LSCA 628), thence South 53°25'06" East, 72.38 feet to an Uncapped 5/8" Rebar Found, said point being the Northernmost corner of Lot 8, Winfield's Skypark, thence South 53°22'38" East, 119.98 feet, thence along a curve to the right having a Chord Bearing and Distance of South 36°15'45" East, 111.70 feet and a Radius of 185.08 feet, for an Arc Length of 113.47 feet, thence South 18°41'38" East, 60.75 feet; thence, leaving said right of way line, along a non-tangent curve to the left having a Chord Bearing and Distance of South 12°03'06" West, 31.83 feet and a Radius of 78.35 feet, for an Arc Length of 32.05 feet; thence South 00°01'24" West, 262.06 feet to the POINT OF BEGINNING of the herein described tract; thence South 54°12'01" East, 24.66 feet; thence South 00°00'52" East, 199.43 feet; thence along a curve to the left having a Chord Bearing and Distance of South 44°48'37" East, 58.98 feet and a Radius of 41.85 feet, for an Arc Length of 65.44 feet; thence South 89°53'20" East, 60.51 feet; thence along a curve to the right having a Chord Bearing and Distance of South 84°54'42" East, 91.49 feet and a Radius of 466.94 feet, for an Arc Length of 91.64 feet; thence South 79°49'06" East, 337.05 feet; thence South 44°30'27" East, 190.78 feet; thence along a curve to the left having a Chord Bearing and Distance of South 67°19'39" East, 104.45 feet and a Radius of 135.34 feet, for an Arc Length of 107.24 feet; thence South 89°55'21" East, 202.58 feet; thence along a curve to the left having a Chord Bearing and Distance of North 57°36'18" East, 74.97 feet and a Radius of 70.82 feet, for an Arc Length of 79.00 feet; thence North 25°45'31" East, 172.04 feet; thence South 64°14'29" East, 20.00 feet; thence South 25°45'31" West, 172.31 feet; thence along a curve to the right having a Chord Bearing and Distance of South 57°43'54" West, 95.96 feet and a Radius of 90.82 feet, for an Arc Length of 101.10 feet; thence North 89°55'21" West, 202.65 feet; thence along a curve to the right

having a Chord Bearing and Distance of North 67°19'12" West, 119.89 feet and a Radius of 155.34 feet, for an Arc Length of 123.09 feet; thence North 44°30'27" West, 184.44 feet; thence North 79°49'06" West, 330.78 feet; thence along a curve to the left having a Chord Bearing and Distance of North 84°57'38" West, 88.51 feet and a Radius of 446.94 feet, for an Arc Length of 88.66 feet; thence North 89°52'48" West, 59.45 feet; thence along a curve to the right having a Chord Bearing and Distance of North 44°57'56" West, 87.67 feet and a Radius of 61.85 feet, for an Arc Length of 97.44 feet; thence North 00°00'52" West, 213.67 feet to the POINT OF BEGINNING of the tract of land hereby described, said tract of land contains 0.707 acres ± and is subject to any and all easements or restrictions of record or unrecorded affecting said property.

WHEREAS, Tract 1 constitutes a 20' drainage easement which burdens certain lands owned by Petitioner, and the Petitioner is the only party abutting and adjoining Tract 1;

WHEREAS, Tract 2 constitutes a cart path easement which burdens certain lands owned by Petitioner, and the Petitioner is the only party abutting and adjoining Tract 2;

WHEREAS, Tract 3 constitutes Marian Way, which is a platted but undeveloped roadway that burdens certain lands owned by Petitioner, and the Petitioner is the only party abutting and adjoining Tract 3;

WHEREAS; Tract 4 constitutes a 20' easement which adjoins Marian Way and burdens certain lands owned by Petitioner, and the Petitioner is the only party abutting and adjoining Tract 4;

WHEREAS, the Petitioner is desirous of vacating the Real Property;

WHEREAS, convenient and reasonable means of ingress and egress to and from other property located within the county is afforded to all other property owners and further the desired vacation shall not deprive any property owners of a convenient and reasonable means of ingress and egress to and from their property;

WHEREAS, the desired vacation will not deprive any other property owner of any benefit that would otherwise exist without the Real Property which is proposed to be vacated;

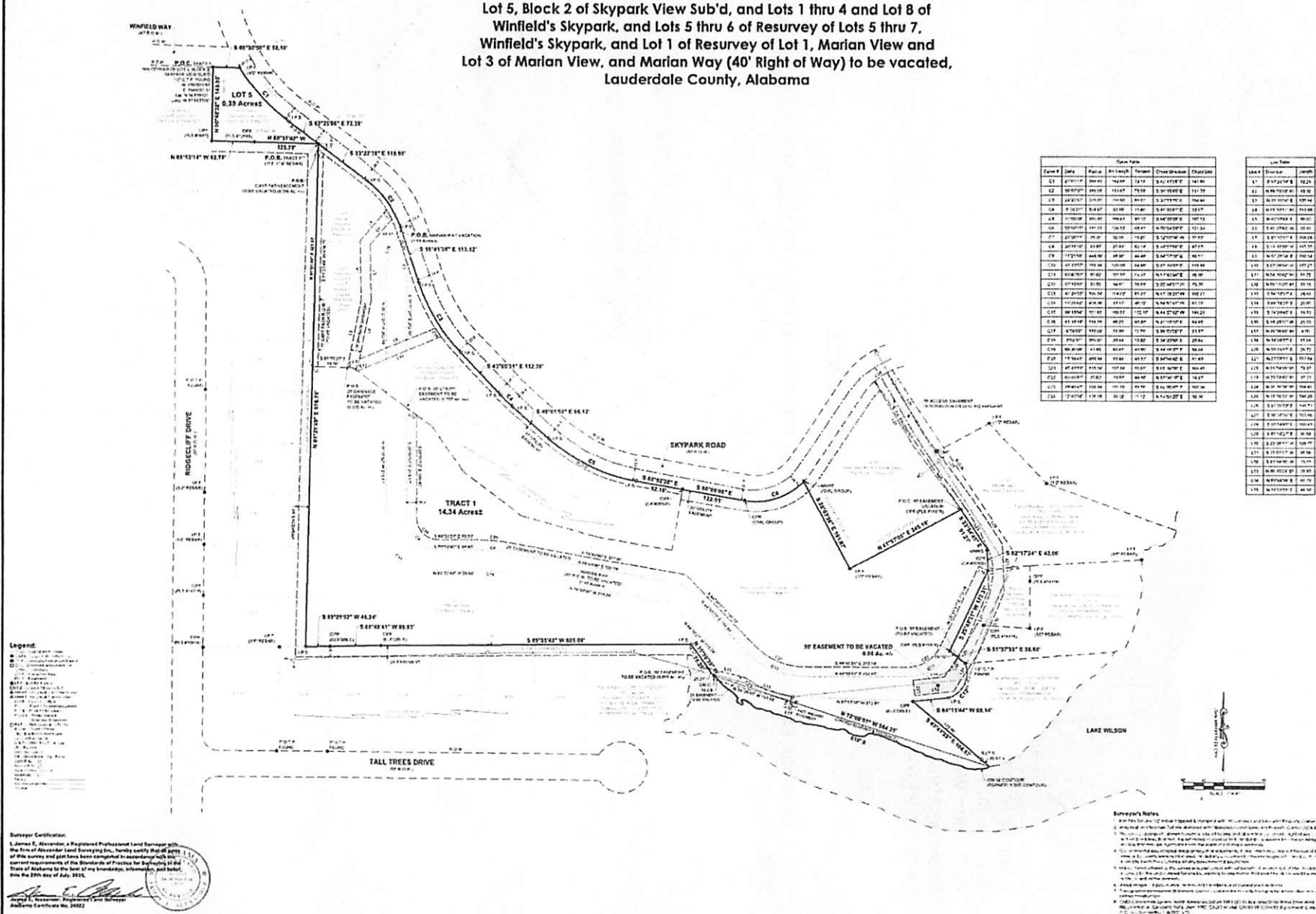
WHEREAS, to the best of the Petitioner's knowledge, information and belief, there are no facilities or equipment, aerial or buried within the Real Property which is proposed to be vacated;

WHEREAS, the Petitioner seeks and requests assent to the vacation by the Lauderdale County Commission and that this assent be evidenced by a resolution duly adopted by the Lauderdale County Commission and certified by the appropriate County official;

NOW, THEREFORE, the Petitioner requests that the Lauderdale County Commission set a hearing for the vacation of said utility easement and that proper notice of this proposed vacation be given.

DATED this the ____ day of _____, 2025.

Plat - Boundary Survey
Lot 5, Block 2 of Skypark View Sub'd, and Lots 1 thru 4 and Lot 8 of
Winfield's Skypark, and Lots 5 thru 6 of Resurvey of Lots 5 thru 7,
Winfield's Skypark, and Lot 1 of Resurvey of Lot 1, Marian View and
Lot 3 of Marian View, and Marian Way (40' Right of Way) to be vacated,
Lauderdale County, Alabama



ALEXANDER
LAND SURVEYING, INC.

2023 North Jackson Highway, P.O. Box 100, Winfield, Alabama 36086
 Phone: (205) 881-1000 • Fax: (205) 881-1024
 Email: alexander@alexandersurveying.com

Survey Information:

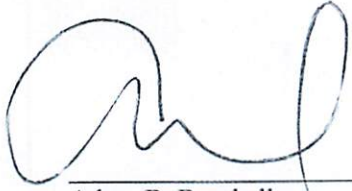
Project Name: Winfield's Skypark View Sub'd, and Lots 1 thru 4 and Lot 8 of Winfield's Skypark, and Lots 5 thru 6 of Resurvey of Lots 5 thru 7, Winfield's Skypark, and Lot 1 of Resurvey of Lot 1, Marian View and Lot 3 of Marian View, and Marian Way (40' Right of Way) to be vacated, Lauderdale County, Alabama

Survey Date: 7/28/23

Surveyor: James E. Alexander

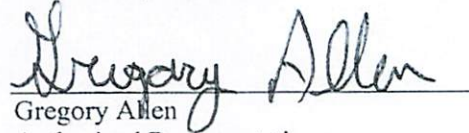
Plat No: 1

Sheet No: 1 of 1

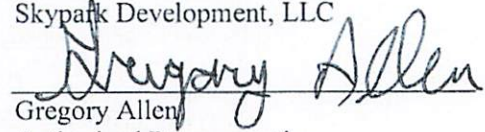


Adam B. Burchell
Attorney for Petitioner
1847 North Wood Avenue
Florence, Alabama 35630
(256) 766-3131

Respectfully Submitted,



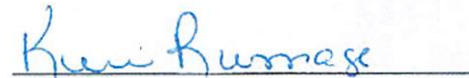
Gregory Allen
Authorized Representative
Skypark Development, LLC



Gregory Allen
Authorized Representative
Skypark Properties, LLC

NOTARY STATEMENT

Sworn to, subscribed by, and given under my hand and seal on this the 16th day of September, 2025.



Notary Public

My Commission Expires: 05/19/2029



STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the Chairman to sign a lease agreement with Florence City Board of Education for space within the Workforce Development Center .

Done this the 14th day of October, 2025.

LAUDERDALE COUNTY COMMISSION



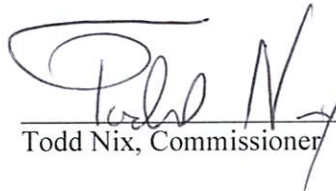
Danny Pettus, Chairman



Brad Black, Commissioner



Roger Garner, Commissioner



Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

LEASE AGREEMENT

This Lease Agreement (this "Lease") is made and entered into on the 14th day of October, 2025, by and between Lauderdale County, a body corporate acting by and through its governing body, the Lauderdale County Commission ("Commission") and the Florence City Board of Education, a political subdivision of the State of Alabama ("Board").

WITNESSETH:

WHEREAS, the Commission is the owner of the Lauderdale County Workforce Training Center ("WTC") located at 250 Career Drive Florence, AL 35634;

WHEREAS, the Board has the need for space to house career and technical educational ("CTE") programs; and

WHEREAS, the Commission desires to lease to the Board that portion of the WTC highlighted in yellow on Exhibit A (the "Leased Premises") on the terms and conditions set forth in this Lease.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements contained hereinbelow, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **LEASED PREMISES.** Commission, in consideration of the rents, covenants, and agreements contained herein, to be paid and performed by the Board, hereby leases unto the Board the Leased Premises. The Board will use the Leased Premises for its career and technical education ("CTE") programs for its students.
2. **TERM.** The term of this Lease shall be two (2) years, commencing on January 1, 2026 and continuing through December 31, 2028. At the conclusion of the initial term, if neither party has terminated the lease by January 15 of the year of expiration, the lease shall automatically renew for an additional two (2) year term. Board shall have the option to extend the lease after the initial and renewal terms for additional two (2) year terms, upon providing written notice of its intent to extend the term at least sixty (60) days prior to the expiration of the renewal term. The terms and conditions of all renewal terms shall be the same as set forth in this Lease Agreement. The Board may terminate this Lease without penalty at any time by providing the Commission 180 days' notice of its intent to terminate. Any amendment to this agreement must be made in writing and signed by both parties.
3. **COST.** The Board's compensation to the Commission for use of the Leased Premises shall be Twenty Dollars (\$20.00) per square foot per year. The approximate size of the Lease Premises is 6,000 square feet. The Board's yearly cost for rental of the Leased Premises is expected to be One Hundred Twenty Thousand Dollars (\$120,000). The Board will pay equal monthly installments of Ten Thousand Dollars (\$10,000) to the Commission by the fifth (5th) day of each month.
4. **USE OF LEASED PREMISES.** The parties agree that the Board will use and occupy the Leased Premises for the operation of educational programs and related educational purposes including CTE programs provided or sponsored by the Board and will remain in full compliance with all applicable state, federal and local laws, regulations, and ordinances.

- (c) The words "Commission" and "Board", when used in this Lease, shall be construed as plural whenever the number of the parties to this Lease shall require.
- (d) The notices or demands pursuant to the Agreement shall be in writing and shall be deemed given if personally delivered or mailed via electronic mail, first class mail, or certified mail, return receipt requested to the following addresses:

Commission: Lauderdale County Commission
102 South Court Street Florence, AL 35630
Attention: Brooke Slatton
256-760-5750

With a copy to: Commission's Attorney's Office
Attention: Christopher Smith

Board: Florence City Board of Education
541 Riverview Drive
Florence, AL 35630
256-768-3000

With a copy to: Bishop Brooks, LLC
2101 Clinton Ave, Suite 402
Huntsville, AL 35805
256-562-4110

5. **QUIET ENJOYMENT.** Commission covenants that the Board, meeting all obligations herein specified and observing the covenants hereof, shall peaceably and quietly have, hold, and enjoy the Leased Premises during the term hereof and any extensions thereto.
6. **MAINTENANCE OF LEASED PREMISES BY THE BOARD.**
- (a) The Commission shall be responsible for the maintenance of the roof, parking area, sidewalks, fire alarm, HVAC system, plumbing, wiring, security systems/alarms, pest control, and structural systems of the Leased Premises. The Board shall be responsible for security needed while students are on the Leased Premises and all janitorial and related functions to keep the Leased Premises in a clean and well-kept condition. The Board shall have no responsibility for any maintenance, custodial service, or cost of utilities for the portion of the WTC not leased by the Board.
- (b) The Board shall not in any manner deface or injure the Leased Premises and will pay the cost of repairing any damage or injury done to the Leased Premises or any part thereof by the Board or the Board's employees, agents, contractors, or invitees, ordinary wear and tear excepted. The Board agrees that it will keep the Leased Premises and the fixtures therein clean, safe, sanitary, and in good order and condition and will, at the expiration or other termination of the Lease term hereof, remove all goods and effects belonging to the Board and at the Board's expense shall (i) promptly surrender to Commission possession of the Leased Premises in good order and repair (ordinary wear and tear and damage due to casualty or condemnation excepted) (ii) remove therefrom all signs, goods, effects, machinery, furniture, fixtures, computer/telephone cabling, and other equipment used in conducting the Board's programming which is not owned by the Commission, and (iii) pay for repairs or any damage caused by such removal.
7. **UTILITIES.** The Board shall pay a share of the Utilities fees (including water, electric, natural gas, sewer, and internet) of the Building throughout the term (including any renewal terms) of this Lease that is proportionate to the percentage of the WTC's square footage leased by the Board. The Commission's Finance Department will invoice the Board monthly for its proportionate share of the previous month's utility bill. In no event shall the Board's utility share exceed Five Thousand Dollars (\$5,000) per month.
8. **ALTERATIONS AND IMPROVEMENTS BY THE BOARD.** No alterations, additions, or improvements to the Leased Premises shall be made without first obtaining the express written consent from the Commission. The Commission may not unreasonably withhold consent. Both parties acknowledge that the specialized nature of CTE programming will likely require some modifications to the Leased Premises. If the Commission refuses to consent to alterations, additions, or improvements, the Board may immediately terminate this agreement.
9. **INSURANCE REQUIREMENTS.** During the term of this Lease, the Board will require all contractors providing services on the Leased Premises to have a commercial general liability policy with a \$2,000,000.00 general aggregate limit and \$1,000,000.00 per occurrence. The said policy shall include the Commission, its officers, employees, and elected officials as additional insureds.
10. **ASSIGNMENT AND SUBLETTING.** The Board covenants and agrees that before assigning this Lease or subletting said Leased Premises or any part of same, it will give a thirty

(30) day written notice to Commission. During that period, Commission will approve or deny such assignment or sublease. The Commission may only deny such assignment or sublease if it reasonably believes the prospective tenant will substantially harm the Leased Premises. If the Board receives no response from the Commission, after thirty (30) days, such assignment or sublease will be presumed approved. Any consent to a subletting or assignment shall not be deemed a consent to any subsequent subletting or assignment.

11. **DEFAULT.**

- (a) In the event: (a) rent in this Lease or any other payment required hereunder to be paid by the Board is not paid at the time and place when and where due; (b) the Leased Premises shall be deserted or vacated for a period lasting more than thirty (30) consecutive days; (c) the Board shall fail to comply with any material term, provision, condition, or covenant of this Lease, and shall not cure such failure within thirty (30) days after written notice to the Board of such failure to comply; (d) any petition is filed by or against the Board under any section or chapter of the National Bankruptcy Act as amended; or (e) the Board shall become insolvent or make a transfer in fraud of creditors, Commission shall have the option to terminate this Lease, in which event the Board shall immediately surrender the Leased Premises to Commission.
- (b) In the event: (a) the Leased Premises shall be unfit for the Board's use for a period lasting more than thirty (30) consecutive days; (b) the Commission shall fail to comply with any material term, provision, condition, or covenant of this Lease, and shall not cure such failure within thirty (30) days after written notice to the Commission of such failure to comply; (c) any petition is filed by or against the Commission under any section or chapter of the National Bankruptcy Act as amended; or (d) the Commission shall become insolvent or make a transfer in fraud of creditors, Board shall have the option to terminate this Lease, in which event the Board shall have 30 days to surrender the Leased Premises to Commission.

12. **FIRE, OTHER CASUALTY.** If a fire, casualty, or taking renders the Leased Premises or any part thereof unfit for use and occupancy as intended in this Agreement, a just and proportionate abatement of rent shall be made as of the date of such fire, casualty, or taking. If a substantial portion of the Leased Premises is damaged by fire, casualty, or taking, Commission and Board shall each have the right to terminate this Lease by notice given to the other party at any time within sixty (60) days after the date of such damage, casualty, or taking. If Commission fails to restore the Leased Premises to a condition substantially suitable for use and occupancy within one hundred eighty (180) days after said fire, casualty, or taking, then the Board shall have a further right to terminate this Lease immediately by notice given to Commission at any time after the expiration of said one hundred eighty (180) day period, but before the completion of said repair and restoration.

13. **MISCELLANEOUS.** The parties hereto further agree as follows:

- (a) The non-enforceability or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid or illegal.
- (b) The paragraph headings contained herein are only for convenience and reference, and are not intended to be part of this Lease or in any manner to define, limit or describe the scope and intent of this Lease for the particular paragraph to which they refer.

If either party hereto changes its address for purposes of this Agreement, the party so changing shall give the other party appropriate written notice of change of address in the manner specified above.

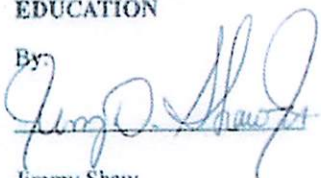
- (e) The parties further agree that this Lease is to be deemed to have been prepared jointly by the parties hereto, after arm's length negotiations, and that any ambiguity or uncertainty existing herein, if any, shall not be interpreted against the other party.
- (f) It is expressly understood that this Lease sets forth the entire agreement of the parties and supersedes any prior written or oral agreements between them concerning the subject matter contained herein, oral or otherwise, and that there is no other agreement between the parties other than that contained herein.
- (g) This Lease shall be binding upon the parties, and their successors in interest.
- (h) Each party to this Lease shall be responsible for the payment of all costs, expenses, legal fees, and disbursements incurred or to be incurred by it or any of them in negotiating and preparing this Lease, and all documents required to be delivered pursuant to this Lease and in otherwise performing the transactions contemplated by this Lease.
- (i) The Commission agrees to allow the Board reasonable access to security cameras at the WTC.

IN WITNESS WHEREOF, the parties hereunto entered into this Lease on the day first written above.

WITNESS:

FLORENCE CITY BOARD OF
EDUCATION

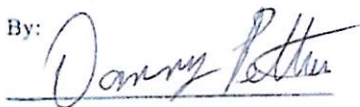
By:



Jimmy Shaw
Its: Superintendent

LAUDERDALE COUNTY
COMMISSION

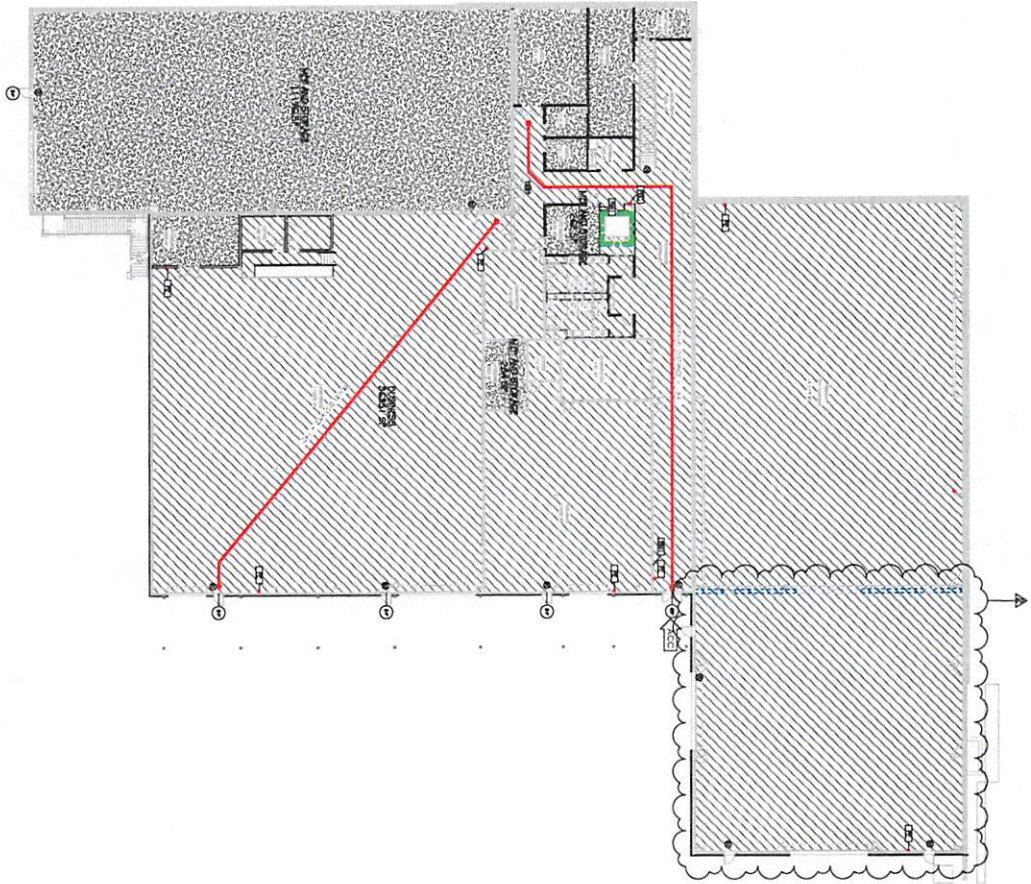
By:



Danny Pettus
Its: Chairman

Exhibit A - Leased Premises

Exhibit A – Leased Premises



A3 LEVEL 1 - LIFE SAFETY PLAN
SCALE: 1/8" = 1'-0"

PLAN LEGEND

- 1. EXIT
- 2. EXIT DOOR
- 3. EXIT DOOR SWING
- 4. EXIT DOOR SWING
- 5. EXIT DOOR SWING
- 6. EXIT DOOR SWING
- 7. EXIT DOOR SWING
- 8. EXIT DOOR SWING
- 9. EXIT DOOR SWING
- 10. EXIT DOOR SWING
- 11. EXIT DOOR SWING
- 12. EXIT DOOR SWING

FOR THE LIFE SAFETY PLAN, THE BUILDING OCCUPANCY AND THE BUILDING TYPE SHALL BE INDICATED BY THE SHADING OF THE BUILDING FOOTPRINT.

LIFE SAFETY PLANS -
LEVEL 1

LAUDERDALE COUNTY WORK DEVELOPMENT CENTER

G2.02

GMC # GMC# ABHM200035

Sheet of

ISSUE DATE

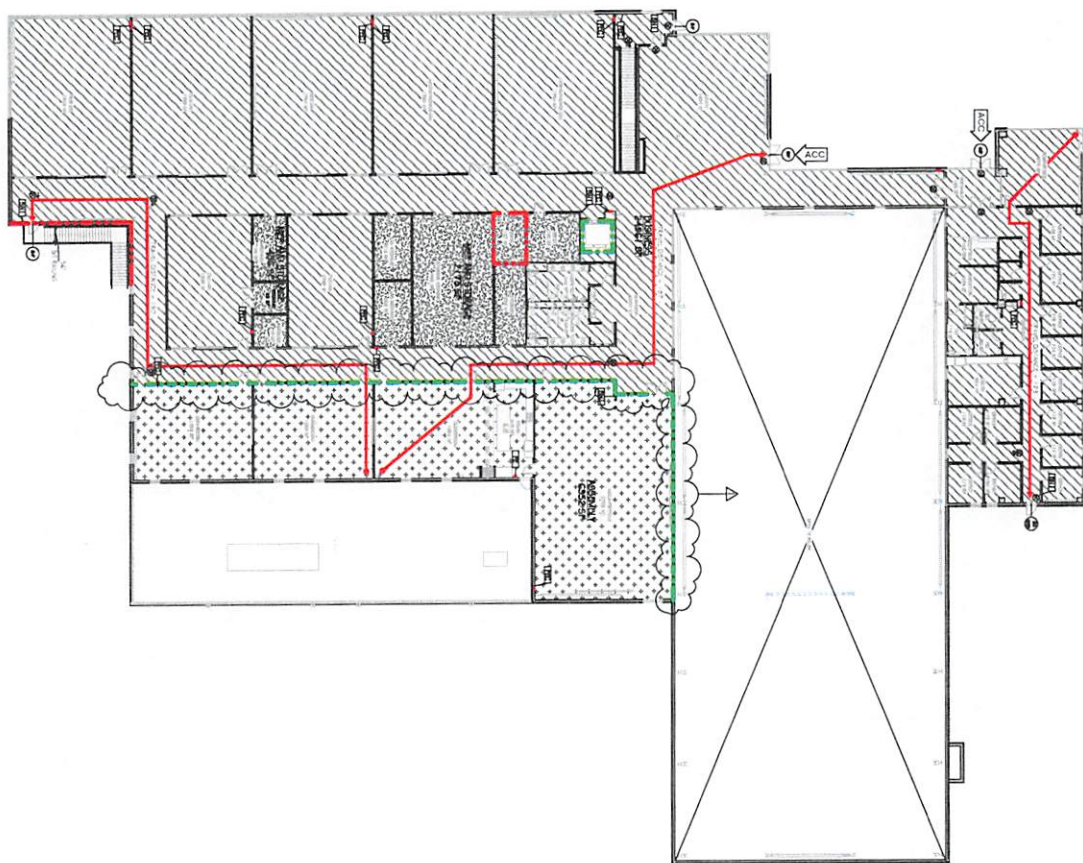
1	06.08.2023
2	10.08.2023
3	07.02.2024

DRAWN BY: Author
CHECKED BY: Checker

2701 1st Avenue South
Birmingham, AL 35233
T: 205.879.4462
GMCNETWORK.COM



A3 LEVEL 2 - LIFE SAFETY PLAN
SCALE: 1/8"=1'-0"



PLAN LEGEND

-
- The diagram illustrates the 5S system through a series of five stages, each represented by a different colored box with a specific icon, connected by a large red arrow pointing from left to right.
- 1. SEIRI (Red box with a trash can icon):** Represents the first step, where unnecessary items are identified and removed.
 - 2. SEITON (Green box with a red and green striped box icon):** Represents the second step, where necessary items are organized and labeled.
 - 3. SEISO (Blue box with a broom icon):** Represents the third step, where the workspace is cleaned.
 - 4. SEIKETSU (Yellow box with a checkmark icon):** Represents the fourth step, where the standards are maintained.
 - 5. SHITSUKE (Purple box with a person icon):** Represents the fifth step, where the system is sustained through discipline.
- Below the diagram, the following text is present:
- 1. SEIRI: REMOVE UNNECESSARY
 - 2. SEITON: ORGANIZE NECESSARY
 - 3. SEISO: CLEAN
 - 4. SEIKETSU: MAINTAIN
 - 5. SHITSUKE: DISCIPLINE

FOR THE 2001 EDUCATIONAL OCCUPATIONS FOR STUDENTS ABOVE THE 12TH GRADE INCLUDING HIGHER EDUCATION LABORATORIES ARE TO BE CONSIDERED BUSINESS OCCUPANCY

**LIFE SAFETY PLAN -
LEVEL 2**

LAUDERDALE COUNTY WORK DEVELOPMENT CENTER

GMC # GMC# ABHM200035

G2.03

sheet of

ISSUE | DATE

IFC SET	06/04/24
ASLOZ	07/02/2024

DRAWN BY:	Author
CHECKED BY:	Candler

2701 1st Avenue South
Birmingham, AL 35233
T 205.879.4462
OMCNETWORK.COM

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STATE OF ALABAMA §

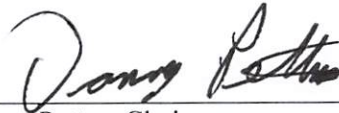
COUNTY OF LAUDERDALE §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the Chairman to sign a contract with Cintas for the various workplace services and products as listed in the attached Cooperative Acceptance Agreement

Done this the 14th day of October, 2025.

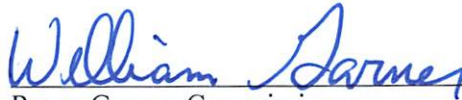
LAUDERDALE COUNTY COMMISSION



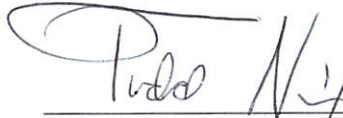
Danny Pettus, Chairman



Brad Black, Commissioner



Roger Garner, Commissioner

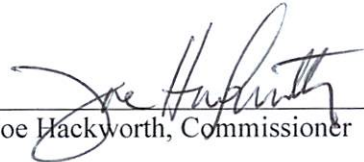


Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

Workplace Solutions Cooperative Acceptance Agreement



Location #: 241
Contract #:
Customer #:

Main Corporate Code → 13897 GPO# 211011196 MLA# 211011348

Date: 7/19/24

Customer/Participating Agency: Lauderdale County Detention Center

("Customer") Phone: 256-497-3233

Address: 653 S Seminary Street

City: Florence

State: AL

Zip: 35630

UNIFORM PRODUCT RENTAL PRICING:

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		

Space for additional entries provided on page 5

This Workplace Solutions Cooperative Acceptance Agreement (this "Acceptance Agreement") is effective as of the date of execution for a term of 60 months from the date of installation or renewal (the "Term").				
Standard Name Emblem	\$	ea	Standard Agency Emblem	\$ ea
Custom Agency Emblem	\$	ea	Embroidery	\$ ea
Uniform Advantage	Item:			\$ ea per week
Premium Uniform Advantage	Item:			\$ ea per week
Emblem Advantage	Item:			\$ ea per week
Prep Advantage	Item:			\$ ea per week
Minimum Charge	\$35 per delivery or 50% of initial invoice (the greater of the two).			
Make-up Charge	\$	per garment		
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium			\$	per garment
Seasonal Sleeve Change	\$	per garment		
Under no circumstances will Cintas accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.				
Artwork Charge for Logo Mat	\$			
Payment Terms: Net 30				
Size Change	Customer agrees to have employees measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of \$ per garment will be assessed for employee's size changed within 4 weeks of installation.			
Other				

WORKPLACE SERVICES PRODUCTS PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
84401	4x6 LOGO MAT	01	1	7.28
27069	SIG SOAP SVC	01	1	1.52
20023	SIG HRDWND WHT LRG	01	1	4.00
2650	WET MOP LARGE	01	1	2.27
2604	48" DUST MOP	01	1	1.59
8072	SIG SANT SVC	01	1	2.91
9283	MS TOILET TISSUE RFL	01	1	24.45
2278	SK1- POT & PAN DETERGENT	04	1	1.24

Space for additional entries provided on page 5

Automatic Lost Replacement Charge	Item:	% of inventory	\$	ea
Automatic Lost Replacement Charge	Item:	% of inventory	\$	ea

	CHECKBOX	INITIALS	DATE
Initial and check box if Unilease. All Garments will be cleaned by customer.	☐		
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control.	☐		
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See Section 6 of Cintas General Service Terms Section).	☐		

Cintas Representative Initials:

Customer Initials:

Danny Pettus

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies.** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at <https://www.omniapartners.com/publicsector>.
2. **Dispute Resolution – Arbitration and Class Waiver.** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
 - a. **Arbitration Notice.** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
 - b. **Arbitration Procedures.** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
 - c. **Fees.** Arbitration fees will be assessed consistent with the AAA Rules.
 - d. **No Class Actions in Arbitration or in Any Court, No Jury Trial.** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
 - e. **Enforceability.** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
 - f. **Severability.** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

1. **Prices** Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, the merchandise, inventory and services at the prices listed in the Master Agreement and / or outlined above. There will be a minimum charge of thirty-five dollars (\$35.00) or 50% of initial invoice (whichever is greater) per delivery for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement.
2. **Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
3. **Garments' Lack of Flame Retardant or Acid Resistant Features** Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
4. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
5. **Adding Employees** Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
6. **Emblem Guarantee** If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Cintas and Customer and noted on the Master Agreement and / or outlined above.
7. **Terminating Employees** Subject to the provisions of this Acceptance Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
8. **Replacement** In the event any merchandise is lost, stolen or is not returned to Cintas, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said merchandise at the then current Loss/Damage Replacement Values.
9. **Additional Customer Locations.** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.

Cintas Representative Initials:

Customer Initials:

Danny Pettus

10. **Additional Items:** Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:
- If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience after forty-eight (48) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
 - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
11. **Federal Funds.** In no event will Cintas act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.
12. **Customer Funding Source.** Customer must select the appropriate response below:
Is Customer a United States federal government agency or instrumentality, or will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?
☐ Yes ☒ No
(If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
13. **Additional Terms.** Customer must select the appropriate response below:
Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting this Acceptance Agreement without additional terms?
☐ Yes, additional terms required ☒ No additional terms needed
(If yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
14. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Location #: 241

By: Anna-Grace Baker

Title: Facility Services Sales Representative

Accepted-GM:

Cintas Matrix Account ☒ Yes ☐ No

Cintas MAM Partners:

Customer Signature: 

Print Name: Danny Pettus

Print Title: Chairman

Email:

Customer Contact:

Customer Contact Email:

Cintas Representative Initials:

Customer Initials:

Danny Pettus

Accounts Payable Contact Billing Information



How should the Business Name read on the invoice? _____

Do you have other sites/locations within your company that are set up for billing with Cintas? ☒ YES ☐ NO ☐ UNSURE

Are you Tax Exempt? ☒ YES ☐ NO If Yes, where can I get a copy of your tax-exempt form? _____

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name: _____

Account Payable Contact Phone #: _____

Account Payable Email: _____

Payer Street Address: _____

City: _____ ST/PROV: _____ ZIP/PC: _____

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers where the bill will be mailed/sent to.

☐ Same as Payer OR ☐ Same as Sold-To

Bill-To Street Address: _____

City: _____ ST/PROV: _____ ZIP/PC: _____

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): ☐ Leave at Site and Email ☐ Email Only ☐ Physically Mail ☐ Leave at site after service

Do invoices require a purchase order? ☐ YES ☐ NO If yes, please provide PO# _____

Will the same PO need to appear on each invoice? ☐ YES ☐ NO Is there an expiration date? _____

PAYMENT TERMS: Net 30 Standard

PAYMENT OPTIONS

☐ Check

☐ ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

☐ Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials: _____ Customer Initials: Danny Pettus

UNIFORM PRODUCT RENTAL PRICING (cont.):

Continued from page 1

[illegible]

WORKPLACE SERVICES PRODUCTS PRICING (cont.):

Continued from page 1

[illegible]

Cintas Representative Initials:

Customer Initials:

~~Danny~~ Pettus

LOCATION LISTING

Signature: 
Danny Pettus (Oct 16, 2025 11:12:48 CDT)

Email: danny.shelly.pettus@gmail.com

Cintas Representative Initials: _____ Customer Initials: Danny Pettus

10-14-25 SIGNED CINTAS agreement

Final Audit Report

2025-10-16

Created:	2025-10-16
By:	Alisha Jeffreys (ajeffreys@lauderdalecountyal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABIFs8CrrmNr4BWooVE5SsDrQ7OJXVTIO

"10-14-25 SIGNED CINTAS agreement" History

-  Document created by Alisha Jeffreys (ajeffreys@lauderdalecountyal.gov)
2025-10-16 - 2:32:10 PM GMT
-  Document emailed to Danny Pettus (danny.shelly.pettus@gmail.com) for signature
2025-10-16 - 2:32:16 PM GMT
-  Email viewed by Danny Pettus (danny.shelly.pettus@gmail.com)
2025-10-16 - 4:10:20 PM GMT
-  Document e-signed by Danny Pettus (danny.shelly.pettus@gmail.com)
Signature Date: 2025-10-16 - 4:12:48 PM GMT - Time Source: server
-  Agreement completed.
2025-10-16 - 4:12:48 PM GMT

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the following rate changes. *off Dec. 1, 2025. CS*

- * Additional \$10 per month for each additional cart
- * Increasing the tipping fee at the landfill from \$30 per ton to \$40 per ton for all inert materials.
Increase the tipping fee for household garbage brought to the landfill to be transferred from our facility
- * from \$30 per ton to \$50 per ton to cover our increase in transportation costs and costs at the regional landfill.
- * Increasing tipping fee for tires from \$125 per ton (\$1.25 each) to \$150 per ton (\$1.50 each)
- * Increase tipping fee for asbestos shingles from \$50 per ton to \$75 per ton.
- * The minimum charge per load would remain \$15
- * Increase Dumpster rates by 25% (shown below)

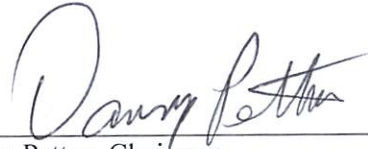
New dumpster rate proposal

25 percent increase

Size	1 Pickup	2 Pickups	3 Pickups	4 Pickups	5 Pickups
4 Yard	\$ 125.00	\$ 143.75	\$ 206.25	\$ 231.25	\$ 268.75
6 Yard	\$ 156.25	\$ 193.75	\$ 243.75	\$ 268.75	\$ 343.75
8 Yard	\$ 231.25	\$ 250.00	\$ 312.50	\$ 393.75	\$ 518.75

Done this the 14th day of October, 2025.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Brad Black, Commissioner



Roger Garner, Commissioner



Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

STATE OF ALABAMA §

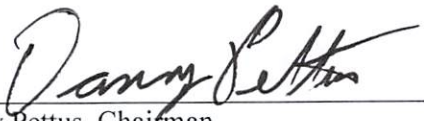
COUNTY OF LAUDERDALE §

RESOLUTION

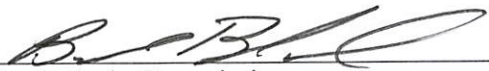
NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the attached Lauderdale County Commission Procedures for Public Records Requests as amended and required by Alabama Act No. 224-278.

Done this the 14th day of October, 2025.

LAUDERDALE COUNTY COMMISSION



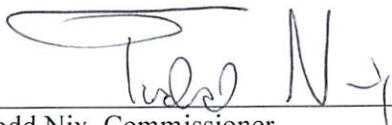
Danny Pettus, Chairman



Brad Black, Commissioner



Roger Garner, Commissioner



Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner



LAUDERDALE COUNTY COMMISSION PROCEDURES FOR PUBLIC RECORDS REQUESTS

It is the policy of the Lauderdale County Commission ("Commission") to comply with Alabama's Open Records Act, as amended by Ala. Act No. 2024-278, effective October 1, 2024, ("Open Records Act") to allow Alabama residents, as defined below, to inspect and take a copy of public records within the custody and control of the Commission, subject to the payment of reasonable fees and to appropriate protections for private, confidential, privileged, and other nonpublic information. An Alabama resident requesting to inspect and take a copy of a public record (a "Requester") is required to comply with the procedures set forth below.

ALABAMA RESIDENT: For purposes of the Open Records Act, an Alabama resident is an individual who is permanently domiciled in Alabama with an expectation to remain in Alabama as demonstrated by reasonable proof of residency such as, but not limited to, an Alabama driver license or voter registration.

SUBMISSION OF REQUEST/PROOF OF RESIDENCY: All requests to inspect and take a copy of public records ("public records requests") must be submitted using the Commission's "Standard Public Records Request Form," a copy of which is attached to these procedures. The request must be accompanied by proof of the Requester's status as an Alabama resident. All requests and required documentation must be submitted by the Requester in person at the following location:

Lauderdale County Commission Public Officer
Kim Garner
Mailing Address:
102 South Court Street
Florence, AL 35630

PLEASE NOTE, DUE TO CYBER SECURITY AND SAFETY CONCERNS THE COMMISSION WILL NOT RESPOND BY WAY OF ACKNOWLEDGMENT OR OTHERWISE TO ANY REQUESTS OR INQUIRIES REGARDING PUBLIC RECORDS THAT ARE SUBMITTED VIA UNSOLICITED EMAILS OR OTHER ELECTRONIC COMMUNICATIONS.

AMERICANS WITH DISABILITIES ACT COMPLIANCE: The Commission will provide effective communication as needed to ensure access to public records within its custody and control pursuant to the requirements of law and this policy.

DATE OF RECEIPT: A public records request will be deemed received when received at the location described above.

DESCRIPTION OF RECORDS REQUESTED: Requests must identify the requested public record with reasonable specificity. The County's Public Officer is not obligated to respond to a request that is vague, ambiguous, overly broad, or unreasonable in scope, nor is the Public Officer obligated to respond to a request that seeks records that do not exist or materials that are not public records.

REMITTANCE OF ADMINISTRATIVE FEES: A Requester will be required to pay estimated reasonable administrative fees before he or she may receive any public records and, in the case of a time-intensive request, i.e., a request that is estimated to require more than eight hours of staff time to process, prior to the initiation of a search for records responsive to the request. If the total fee associated with processing a request is more than the original estimated fee, any additional amount must be remitted before the requested records will be provided.

Fees may be submitted in person or via the United States Postal Service or other common carrier (e.g., FedEx). Payment must be in cash, or via money order or certified bank funds (e.g., cashier's check).

Fees that are remitted in person or by common carrier (other than the United States Postal Service) must be delivered to the following address:

102 South Court Street
Florence, AL 35630

Fees remitted via the United States Postal Service must be addressed as follows:

Lauderdale County Commission Public Officer
Kim Garner
Mailing Address:
102 South Court Street
Florence, AL 35630

QUESTIONS: Questions regarding the procedures described herein should be directed to the Lauderdale County Commission Public Officer by calling 256-760-5750 or by forwarding your inquiry to the mailing address noted above.

STATE OF ALABAMA §

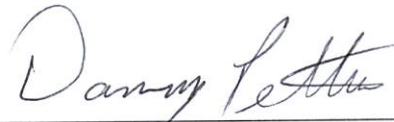
COUNTY OF LAUDERDALE §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the request to bid work for a new counter in the License Commission Office based off attached bids specs and not to exceed budgetary amount approved.

Done this the 14th day of October, 2025.

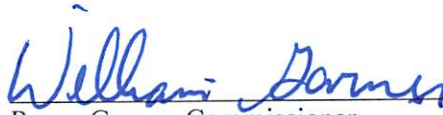
LAUDERDALE COUNTY COMMISSION



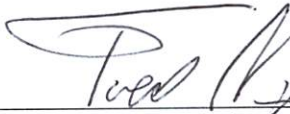
Danny Pettus, Chairman



Brad Black, Commissioner

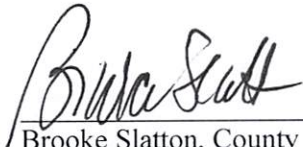


Roger Garner, Commissioner

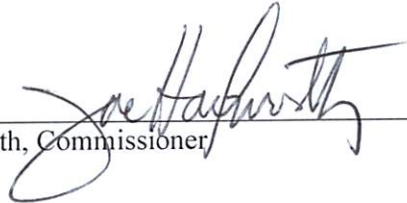


Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner