

RESOLUTION 2023-30

This Resolution is made this **22nd** day of **June, 2023** (the Effective Date) by **Cullman County Commission, Alabama** (the Granting Authority), to grant a tax abatement for **North Alabama Fabricating Company, Inc.** (the Company).

WHEREAS, the Company has announced plans for a (check one):
new project or **XX** major addition to their existing facility (the Project),
located within the jurisdiction of the Granting Authority; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., **Code of Alabama 1975**) (the Act), the Company has requested from the Granting Authority an Abatement of (check all that apply):

- X** all state and local noneducational ad valorem taxes,
- X** all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or all mortgage and recording taxes; and

WHEREAS, the Company has requested that the abatement of state and local noneducational ad valorem taxes (if applicable) be extended for a period of **10** years, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the amended request of the Company and the completed amended application (copy attached) filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's amended application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, the construction of the project will involve capital investment of **\$14,350,000**; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform or observe the agreements and covenants on its part contained in the Tax Abatement Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of the Tax Abatement Agreement;

NOW THEREFORE, be it resolved by the Granting Authority as follows:

Section 1. Approval is hereby given to the application of the Company and abatement is hereby granted of (check all that apply):

- X** all state and local noneducational ad valorem taxes,

X all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or all mortgage and recording taxes

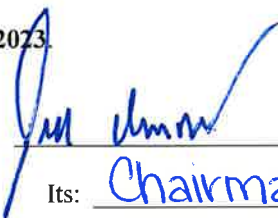
as the same may apply to the fullest extent permitted by the Act. The period of abatement for the noneducational ad valorem taxes (if applicable) shall extend for a period of 10 years measured as provided in Section 40-9B-3(h) of the Act.

Section 2. The governing body of the Granting Authority is authorized to enter into an abatement agreement with the Company to provide for the abatement granted in Section 1.

Section 3. A certified copy of this resolution, with the application and abatement agreement, shall be forwarded to the Company to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

Section 4. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

I hereby certify that the foregoing was duly adopted by the **Cullman County, Alabama** of Alabama at a meeting held on the **22nd** day of **June, 2023**.

BY:  L. S.
Its: Chairman

ATTEST:



NAFCO
Abatement & Educational Tax Revenue Estimate
June 22, 2023

	Investment
Land&Building	\$10,250,000
Equipment & Machinery	\$4,100,000
Total Project	\$14,350,000
Sales Tax on Construction Materials	
Total Plant Building Cost	\$10,250,000
Estimated Ratio of Cost of Materials	0.5
Cost of Materials	\$5,125,000
Education Sales Tax Rate = 1.6%	0.016
Total Construction Sales Education Tax Revenues	\$82,000
Percentage of Sales Tax Abated = 6.9%	0.069
Total Abated Sales Tax	\$353,625
Use Tax On Equipment	
Total Equipment	\$4,100,000
Education Use Tax Rate = .8672%	0.008672
Total Sales Education Tax Revenues, Equipment	\$35,555
Percentage of Use Tax Abated = 2.13%	0.02133
Total Abated Use Tax	\$87,453
Ad Valorem Education Tax Revenues	
Value of Project	\$14,350,000
Current Ratio of Assessed to Market Value	0.2
Tax Rate On Proposed Site	\$2,870,000
Education 'Millage Rate for the City of Cullman = 13 unabateable	0.013
Annual Ad Valorem Education Tax Revenues	\$37,310
Ten Year Period	10
Total Ad Valorem Education Tax Revenues	\$373,100
Abated Millage Rate = 13 Mills Abated	0.013
Annual Abated Ad Valorem Taxes	\$37,310
Total Ad Valorem Abated Tax Revenues	\$373,100
Totals	
Sales/Use Tax, Construction Materials	\$82,000
Sales/Use Tax, Equipment	\$35,555
Ad Valorem Taxes	\$373,100
Total Education Tax Revenues Over 10 Years	\$490,655
Total Abated Sales Tax	\$353,625
Total Abated Use Tax	\$87,453
Total Ad Valorem Abated Tax Revenues	\$373,100
Total Taxes Abated over 10 Year Period	\$814,178

The information provided herein in no way obligates any party to any formal commitment.
These figures are only estimates. Actual figures will vary according to actual investment.

Tax Abatement Agreement

This agreement is made this 22nd day of June 2023, (the Effective Date) by and between the Cullman County Commission, Alabama (the Granting Authority), and North Alabama Fabricating Company, Inc. (the Company), its successors and assigns.

WHEREAS, the Company's Standard Industrial Classification Code 332312, meets the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(f), Code of Alabama 1975, as amended.

WHEREAS, the Company has announced plans for a (check one):

new project or major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and

WHEREAS, the Project is estimated to be completed by 31st day of December 2024; and

WHEREAS, the Project will be located in the County of CULLMAN (check whichever is applicable)

inside the city limits of THE CITY OF CULLMAN,

inside the police jurisdiction of THE CITY OF CULLMAN,

outside the city limits and police jurisdiction of the City of CULLMAN; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., Code of Alabama 1975) (the Act), the Company has requested from the Granting Authority an Abatement of (check all that apply):

- all state and local noneducational ad valorem taxes,
- all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
- all mortgage and recording taxes; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, at its meeting held on the 22nd day of June 2023 (the Meeting), the Granting Authority approved the Company's application for abatement of (check all that apply):

(c) Annual payroll initially at the Project and in each of the succeeding three years:

Initially \$832,000 Year 1 \$1,092,000 Year 2 \$1,375,920 Year 3 \$1,685,500;

4. The Company shall file with the Alabama Department of Revenue within 90 days after the date of the Meeting a copy of this agreement as required by Section 40-9B-6(c) of the Act.

GENERALLY

5. Compliance. If the Company fails to comply with any provision in this Agreement or if any of the material statements contained herein or in Attachment Two (*Note: This attachment shall include the application for abatement*), are determined to have been misrepresented whether intentionally, negligently, or otherwise, the Granting Authority shall terminate this Agreement and take such equitable action available to it as if this Agreement had never existed. If it is determined that certain items, which are identified on the application form for abatement of taxes, are not in compliance with the Act or governing regulations, these items may be subject to taxation for all local and state taxing authorities.

6. Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their representative successors.

7. Limitations. Notwithstanding any provision contained herein to the contrary, this Agreement is limited to the abatement of (check all that apply):

- X all state and local noneducational ad valorem taxes,
- X all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
- X all mortgage and recording taxes fees for the periods specified herein.

Nothing in this Agreement shall be construed as a waiver by the Company of any greater benefits that the Project or any portion thereof may have available under provisions of the law other than the Act.

8. Severability. This Agreement may be amended or terminated upon mutual consent of the Company and the Granting Authority. Any such amendment or termination shall not in any manner affect the rights and duties by and between the Company and the Granting Authority.

This Agreement is executed as of the dates specified below.

North Alabama Fabricating Company, Inc.
(the Company)

Cullman County Commission
(the Granting Authority)

NOW THEREFORE, the Granting Authority and the Company, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

1. In accordance with the Act, the Granting Authority hereby grants to the Company an abatement from liability for the following taxes as permitted by the Act (check all that apply):

(a) Noneducational Ad Valorem Taxes: all ad valorem taxes that are not required to be used for educational purposes or for capital improvements for education;

(b) Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 of the **Code of Alabama 1975** on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education;

(c) Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 of the **Code of Alabama 1975** relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the Granting Authority with respect to the Project.

2. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The Granting Authority and the Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement of such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement period as stated. (Check all that apply)

(a) If no bonds are to be issued, noneducational ad valorem taxes are expected to be approximately \$ 37,310.00 per year and the maximum period for such abatement shall be valid for a period of 10 years, beginning with the October 1 lien date next proceeding the acquisition date of abated property.

(b) If bonds are issued, noneducational ad valorem taxes are expected to be approximately \$ _____ per year and the maximum period for such abatement shall be for a period of _____ years, beginning the initial date bonds are issued to finance.

(c) Construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$ 441,078.00 and such abatement shall not extend beyond the date the Project is placed in service.

(d) Mortgage and recording taxes are expected to be approximately \$ _____.

3. The Company hereby makes the following good faith projections:

(a) Amount to be invested in the Project: \$ 14,350,000.00 ;

(b) Number of individuals to be employed initially at the Project and in each of the succeeding three years:

Initially 20 Year 1 5 Year 2 5 Year 3 5 ;

X all state and local noneducational ad valorem taxes,

X all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

X all mortgage and recording taxes; and

WHEREAS, the Project will consist of private use industrial development property, which is composed of all real and related personal property to be acquired, constructed, and installed thereon, as described in Attachment One hereto; and

WHEREAS, the private use industrial development property for which the abatement is applied shall be (check whichever is applicable):

owned by the entity applying for the abatement,

XX leased from a public authority, municipal, or county government; and

WHEREAS, in the event that the private use industrial development property is leased from a public authority, municipal, or county government, the lessee shall be treated as the owner of such property for federal income tax purposes; and

WHEREAS, it shall be indicated whether the Granting Authority intends to issue bonds in connection with the private use industrial development property herein described, and, if so intends, shall attach a copy of the inducement agreement; and,

WHEREAS, for the purposes of abatement of all noneducational ad valorem taxes (if applicable), it has been determined that no portion of the Project has been placed in service or operation by the Company or by a related party, as defined in 26 U.S.C. §267, with respect to the Company prior to the Effective Date of this Agreement; and

WHEREAS, the Project conducts trade or business as described in any of the following 1987 Standard Industrial Classification Major Groups 20 to 39, inclusive 50 or 51, Industrial Group Number 737, or Industry Numbers 0724, 4613, 8731, 8733, or 8734, as set forth in the Standard Industrial Classification Manual published by the United States Government Office of Management and Budget; and

WHEREAS, if the Project is a major addition to an existing facility, the request for abatement of all state and local noneducational ad valorem taxes (if applicable) and/or all construction related transaction taxes (if applicable) does not include any capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated with the renovating or remodeling of existing facilities of industrial development property previously placed in service by the Company; and

WHEREAS, if the Project is a major addition to an existing facility the addition equals the lesser of (i) thirty (30) percent of the original cost of the industrial development property, or (ii) \$2,000,000; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in this Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company (a) that it has power under the constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of the Agreement, (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the governing body of the Granting Authority;

By: 

Name: John R. Parrish

Title: President

Date: June 22, 2023

By: 

Name: Jeff Clemmons

Title: Chairman

Date: June 22, 2023

**RESOLUTION NO. 2023-46
TO APPROVE A TAX ABATEMENT FOR WAL-MART STORES EAST LP**

This Resolution is made this 5th day of June, 2023 by the City of Cullman, Alabama, to grant a tax abatement for WAL-MART STORES EAST LP.

WHEREAS, the Company has announced plans for a major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., Code of Alabama 1975) (the Act), the Company has requested from the Granting Authority an Abatement of all state and local noneducational ad valorem taxes, and all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and

WHEREAS, the Company has requested that the abatement of state and local noneducational ad valorem taxes and all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or (if applicable) be extended for a period of 10 years, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed application (copy attached) filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, the construction of the project will involve capital investment of \$350,000,000; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform or observe the agreements and covenants on its part contained in the Tax Abatement Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of the Tax Abatement Agreement;

NOW THEREFORE, be it resolved by the Granting Authority as follows:

Section 1. Approval is hereby given to the application of the Company and abatement is hereby granted of all state and local noneducational ad valorem taxes, all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and as the same may apply to the fullest extent permitted by the Act. The period of abatement for the noneducational ad valorem taxes (if applicable) shall extend for a period of 10 years measured as provided in Section 40-9B-3(h) of the Act.

Section 2. The governing body of the Granting Authority is authorized to enter into an abatement agreement with the Company to provide for the abatement granted in Section 1.

Section 3. A certified copy of this resolution, with the application and abatement agreement, shall be forwarded to the Company to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

Section 4. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

I hereby certify that the foregoing was duly adopted by the City of Cullman, Alabama of Alabama at a meeting held on the 5th day of JUNE, 2023.

BY: 

Its: Mayor

ATTEST:



Tax Abatement Agreement

This agreement is made this 5th day of June , 2023 (the Effective Date) by and between the City of Cullman, Alabama (the Granting Authority), and WAL-MART STORES EAST, LP (the Company), its successors and assigns.

WHEREAS, the Company's North American Industry Classification System Code 452910, meets the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(f), Code of Alabama 1975, as amended.

WHEREAS, the Company has announced plans for a (check one):

new project or **XX** major addition to their existing facility (the Project),

located within the jurisdiction of the Granting Authority; and

WHEREAS, the Project is estimated to be completed by 31st day of December, 2027; and

WHEREAS, the Project will be located in the County of CULLMAN (check whichever is applicable)

X inside the city limits of THE CITY OF CULLMAN ,

X inside the police jurisdiction of THE CITY OF CULLMAN ,

outside the city limits and police jurisdiction of the City of CULLMAN ; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., Code of Alabama 1975) (the Act), the Company has requested from the Granting Authority an Abatement of (check all that apply):

X all state and local noneducational ad valorem taxes,

X all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

all mortgage and recording taxes; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, at its meeting held on the 5th day of June , 2023 (the Meeting), the Granting Authority approved the Company's application for abatement of (check all that apply):

- X** all state and local noneducational ad valorem taxes,
 - X** all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
- all mortgage and recording taxes; and

WHEREAS, the Project will consist of private use industrial development property, which is composed of all real and related personal property to be acquired, constructed, and installed thereon, as described in Attachment One hereto; and

WHEREAS, the private use industrial development property for which the abatement is applied shall be (check whichever is applicable):

- X** owned by the entity applying for the abatement,
- leased from a public authority, municipal, or county government; and

WHEREAS, in the event that the private use industrial development property is leased from a public authority, municipal, or county government, the lessee shall be treated as the owner of such property for federal income tax purposes; and

WHEREAS, it shall be indicated whether the Granting Authority intends to issue bonds in connection with the private use industrial development property herein described, and, if so intends, shall attach a copy of the inducement agreement; and,

WHEREAS, for the purposes of abatement of all noneducational ad valorem taxes (if applicable), it has been determined that no portion of the Project has been placed in service or operation by the Company or by a related party, as defined in 26 U.S.C. §267, with respect to the Company prior to the Effective Date of this Agreement; and

WHEREAS, the Project conducts trade or business as described in any of the following 1987 Standard Industrial Classification Major Groups 20 to 39, inclusive 50 or 51, Industrial Group Number 737, or Industry Numbers 0724, 4613, 8731, 8733, or 8734, as set forth in the Standard Industrial Classification Manual published by the United States Government Office of Management and Budget; and

WHEREAS, if the Project is a major addition to an existing facility, the request for abatement of all state and local noneducational ad valorem taxes (if applicable) and/or all construction related transaction taxes (if applicable) does not include any capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated with the renovating or remodeling of existing facilities of industrial development property previously placed in service by the Company; and

WHEREAS, if the Project is a major addition to an existing facility the addition equals the lesser of (i) thirty (30) percent of the original cost of the industrial development property, or (ii) \$2,000,000; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in this Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company (a) that it has power under the constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of the Agreement, (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the governing body of the Granting Authority;

NOW THEREFORE, the Granting Authority and the Company, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

1. In accordance with the Act, the Granting Authority hereby grants to the Company an abatement from liability for the following taxes as permitted by the Act (check all that apply):

(a) Noneducational Ad Valorem Taxes: all ad valorem taxes that are not required to be used for educational purposes or for capital improvements for education;

(b) Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 of the Code of Alabama 1975 on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education;

(c) Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 of the Code of Alabama 1975 relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the Granting Authority with respect to the Project.

2. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The Granting Authority and the Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement of such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement period as stated. (Check all that apply)

(a) If no bonds are to be issued, noneducational ad valorem taxes are expected to be approximately \$ 1,260,000 per year and the maximum period for such abatement shall be valid for a period of 10 years, beginning with the October 1 lien date next proceeding the acquisition date of abated property.

(b) If bonds are issued, noneducational ad valorem taxes are expected to be approximately \$ _____ per year and the maximum period for such abatement shall be for a period of _____ years, beginning the initial date bonds are issued to finance.

(c) Construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$7,465,500 and such abatement shall not extend beyond the date the Project is placed in service.

(d) Mortgage and recording taxes are expected to be approximately \$ _____.

3. The Company hereby makes the following good faith projections:

(a) Amount to be invested in the Project: \$ 350,000,000;

(b) Number of individuals to be employed initially at the Project and in each of the succeeding three years:

Initially 0 Year 1 0 Year 2 0 Year 3 0;

(c) Annual payroll initially at the Project and in each of the succeeding three years:

Initially \$0 Year 1 \$0 Year 2 \$0 Year 3 \$0 ;

4. The Company shall file with the Alabama Department of Revenue within 90 days after the date of the Meeting a copy of this agreement as required by Section 40-9B-6(c) of the Act.

GENERALLY

5. Compliance. If the Company fails to comply with any provision in this Agreement or if any of the material statements contained herein or in Attachment Two (*Note: This attachment shall include the application for abatement*), are determined to have been misrepresented whether intentionally, negligently, or otherwise, the Granting Authority shall terminate this Agreement and take such equitable action available to it as if this Agreement had never existed. If it is determined that certain items, which are identified on the application form for abatement of taxes, are not in compliance with the Act or governing regulations, these items may be subject to taxation for all local and state taxing authorities.

6. Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their representative successors.

7. Limitations. Notwithstanding any provision contained herein to the contrary, this Agreement is limited to the abatement of (check all that apply):

all state and local noneducational ad valorem taxes,

all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

all mortgage and recording taxes fees for the periods specified herein. Nothing in this Agreement shall be construed as a waiver by the Company of any greater benefits that the Project or any portion thereof may have available under provisions of the law other than the Act.

8. Severability. This Agreement may be amended or terminated upon mutual consent of the Company and the Granting Authority. Any such amendment or termination shall not in any manner affect the rights and duties by and between the Company and the Granting Authority.

This Agreement is executed as of the dates specified below.

Walmart Store East, LP.
(the Company)

By: 

Name: Wayne Hamilton

Title: Vice President, Tax

Date: June 5, 2023

City of Cullman
(the Granting Authority)

By: 

Name: Woody Jacobs

Title: Mayor

Date: June 5, 2023

Walmart Stores East LP
Abatement & Educational Tax Revenue Estimate
June 5, 2023

	Investment
Land&Building	\$0
Equipment & Machinery	\$350,000,000
Total Project	\$350,000,000
Sales Education Tax Revenues on Construction Materials	
Total Plant Building Cost	\$0
Estimated Ratio of Cost of Materials	0.5
Cost of Materials	\$0
Education Sales Tax Rate = 2.1%	0.021
Total Construction Sales Education Tax Revenues	\$0
Percentage of Sales Tax Abated = 6.9%	0.069
Total Abated Sales Tax	\$0
Sales & Use Education Tax Revenues On Equipment	
Total Equipment	\$350,000,000
Education Use Tax Rate = 1.37%	0.0137
Total Sales Education Tax Revenues, Equipment	\$4,795,000
Percentage of Use Tax Abated = 2.13%	0.02133
Total Abated Use Tax	\$7,465,500
Ad Valorem Education Tax Revenues	
Value of Project	\$350,000,000
Current Ratio of Assessed to Market Value	0.2
Tax Rate On Proposed Site	\$70,000,000
Education Millage Rate for the City of Cullman = 20.5 unabateable	0.0205
Annual Ad Valorem Education Tax Revenues	\$1,435,000
Ten Year Period	10
Total Ad Valorem Education Tax Revenues	\$14,350,000
Abated Millage Rate = 18 Mills Abated	0.018
Annual Abated Ad Valorem Taxes	\$1,260,000
Total Ad Valorem Abated Tax Revenues	\$12,600,000
Totals	
Sales/Use Tax, Construction Materials	\$0
Sales/Use Tax, Equipment	\$4,795,000
Ad Valorem Taxes	\$14,350,000
Total Education Tax Revenues Over 10 Years	\$19,145,000
Total Abated Sales Tax	\$0
Total Abated Use Tax	\$7,465,500
Total Ad Valorem Abated Tax Revenues	\$12,600,000
Total Taxes Abated over 10 Year Period	\$20,065,500
<p>The information provided herein in no way obligates any party to any formal commitment. These figures are only estimates. Actual figures will vary according to actual investment.</p>	

Sanitation

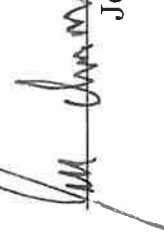
CONGRATULATIONS ON YOUR RETIREMENT

Lavon Hudgins

May the blessings of good health, the joy of good friends, a loving family
and the contentment of a job well done fill your life with happiness!

Best wishes from all of your colleagues and friends at

CULLMAN COUNTY COMMISSION



Jeff Clemons, Chairman



Kerry Watson, Associate Commissioner - Place 1



Kelly Duke, Associate Commissioner - Place 3



Garry Marchman, Associate Commissioner - Place 2



Corey Freeman, Associate Commissioner - Place 4

January 2010 – June 2023

70125

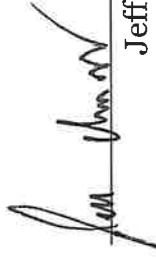
CONGRATULATIONS ON YOUR RETIREMENT

Randall Campbell

May the blessings of good health, the joy of good friends, a loving family
and the contentment of a job well done fill your life with happiness!

Best wishes from all of your colleagues and friends at

CULLMAN COUNTY COMMISSION



Jeff Clemons, Chairman



Kerry Watson, Associate Commissioner - Place 1



Kelly Duke, Associate Commissioner - Place 3



Garry Marchman, Associate Commissioner - Place 2



Corey Freeman, Associate Commissioner - Place 4

June 2012 - June 2023

CULLMAN COUNTY
COMMISSION
Certificate of Recognition

United States Veterans Service Help Operation Corps

Founded on June 4, 2020, by Dr. Robert Montague and his wife Amber. This organization is operated by volunteers for a veteran disaster response unit made up of veterans, first responders, and other qualified persons. We follow a three-phase mission Search and Rescue, Disaster Response, and Boots on Grave Final Honors. We have responded to 38 humanitarian missions over the last three years. Our organization was the first on the ground to assist in Hurricane IDA, loaded equipment on C130s to assist Poland, and fed over 5,500 on Thanksgiving nationwide and shall continue to serve always.

Our previous headquarters was in Mobile, Alabama, but now we are pleased to announce we have relocated our headquarters to Vinemont, Alabama in Cullman County.

Our Mission Statement: "Service to and for the betterment of our community, state, and county. To shine as a beacon of hope through any deeds or actions deemed necessary by our hierarchy or governing body while remaining within our organization's regulations, as well as our state and federal laws with equality and honesty and without prejudice or bias."

This day 22nd of June 2023

Attest:

Miranda Hood
Miranda Hood, CSR

Jeff Clemons
Jeff Clemons,
Chairman

Kerry Watson
Kerry Watson,
Commissioner

Garry Marchman
Garry Marchman,
Commissioner

Kelly Duke
Kelly Duke,
Commissioner

Corey Freeman
Corey Freeman,
Commissioner

Resolution 2023-27

Cullman County, Alabama End-of-Year Employee Recognition and Appreciation Program

Pursuant to Amendment 909 of the Constitution of Alabama of 1901, the Cullman County Commission ("Commission") does hereby establish the Cullman County End-of-Year Employee Recognition and Appreciation Program ("ERAP") to express its appreciation to the dedicated employees of Cullman County and to recognize those employees who have reached significant milestones in their years of service.

The scope of the ERAP is as follows:


1. A luncheon to be held once per year.
2. The luncheon will be held during the regular business hours of the Commission, at a premise or property owned or under the authority of the Commission.
3. An invitation to attend the luncheon will be extended, via email, to all employees of the Cullman County Commission.
4. At the luncheon, employees of the Commission will receive a catered lunch. The meal may be served either plated, prepackaged or buffet style.
5. The luncheon will follow a pre-determined program or agenda that includes, at minimum, the following:
 - Remarks by the Chair of the Cullman County Commission (or his/her designee) on the state of the county, including updates on any information pertinent to county employees.
 - A presentation by members of the Commission of plaques and/or certificates to any employee of the County Commission that has 1) celebrated a 5 year-incremental employment anniversary since the preceding 12-month period, 2) any other recognition established hereafter by the Cullman County Commission.

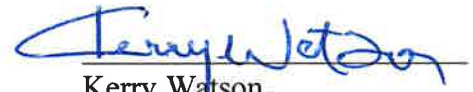
The Commission shall cover all costs associated with the luncheon including meal catering, beverages, utensils, plaques, certificates and other incidental costs. The County Administrator shall create a budget for the ERAP, and such budget must come before the Cullman County Commission for approval prior to the expenditure of any funds related to program. Further, the Commission shall maintain detailed records of all disbursements associated with the planning and execution of the ERAP, which will be subject to review by the Alabama Department of Examiners.

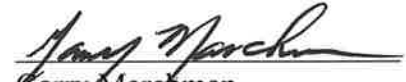
The Cullman County Commission reserves the right to cancel or decrease the scope of the ERAP as outlined above; however, the Commission shall not make any additions or in any way expand the ERAP without first following the notice procedures as outlined in Amendment 909 of the Constitution of Alabama of 1901 regarding the adoption of such programs and policies.

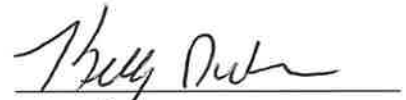
Attest:


Tiffany Merriman,
County Clerk


Jeff Clemons,
Chairman


Kerry Watson,
Commissioner


Garry Marchman,
Commissioner


Kelly Duke,
Commissioner


Corey Freeman,
Commissioner

RESOLUTION NO. - 2023-28

WHEREAS, the Cullman County Commission on the basis of an engineering and traffic investigation determines that the maximum speed permitted under Article 8, Title 32, Chapter 5A, Code of Alabama, 1975 for the County Road 319 a Dead End Road is greater than is reasonable and safe under the conditions found to exist upon said road; it is

THEREFORE RESOLVED, that the proper maximum speed for County Road 319 is set at 15 miles per hour at all times and no person shall operate a motor vehicle in excess of 15 miles per hour set speed on said County Road 319;

IT IS FURTHER RESOLVED that any violations of this Resolution shall be unlawful and punished pursuant to Title 32, Chapter 5A, Code of Alabama, 1975.

ADOPTED this the 22nd day of June 2023.

ATTEST:


COUNTY CLERK


JEFF CLEMONS, CHAIRMAN


GARRY MARCHMAN
COMMISSIONER


KERRY WATSON
COMMISSIONER


KELLY DUKE
COMMISSIONER


COREY FREEMAN
COMMISSIONER

RESOLUTION #2023-29

WHEREAS, the **Cullman County Commission** is eligible to submit an application for funding assistance through the Alabama Department of Environmental Management (ADEM), Clean Water State Revolving Fund Program for County Storm Water Projects, and;

WHEREAS, the **Cullman County Commission** must address stormwater issues on County Roads 1763 and 1162, and;

WHEREAS, said program has a match maximum of thirty-five percent (35%) of the proposed project cost which will be used to complete the storm water project, and;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Cullman County Commission authorizes the Chairman to submit an application to requesting \$150,000 in grant funds from ADEM, and as part of this application commits to providing thirty-five (35%) match of the proposed project cost, which will be provided by the Cullman County Commission; and the Chairman is authorized to sign any all documents relating to this grant application.

BE IT FURTHER RESOLVED, that in the event the grant is awarded, the Cullman County Commission understands that it will sign assurances complying with all applicable Federal and State laws, rules and regulations.

ADOPTED AND APPROVED by the Cullman County Commission, on this the 22nd day of June 2023.

SIGNED FOR THE Cullman County Commission:



Jeff "Clem" Clemons, Chairman



Kerry Watson, Commissioner



Garry Marchman, Commissioner



Corey Freeman, Commissioner



Kelly Duke, Commissioner

Attest:



Tiffany Mertiman, Clerk
Cullman County Commission

Resolution:2023-31
CULLMAN COUNTY COMMISSION
RESOLUTION TO PARTICIPATE IN THE JOINT APPLICATION FOR THE BRIDGE INVESTMENT
PROGRAM GRANT FUNDING OPPORTUNITY

WHEREAS, the Cullman County Commission (County) is committed to improving bridge conditions and the safety, efficiency, reliability of the movement of people and freight over bridges; and

WHEREAS, the County desires to improve the condition of bridges that it maintains by means of replacement, rehabilitation, preservation or protection using potential funds from a Planning Grant as part of the Federal Bridge Investment Program; and

WHEREAS, Section 11118 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021; also referred to as the "Bipartisan Infrastructure Law" or "BIL") authorized and appropriated \$2.487 Billion in federal funds to be awarded by the US Department of Transportation (DOT) for FY 2023 for the Bridge Investment Program; and

WHEREAS, the purpose of seeking a Planning Grant is to get technical assistance from an engineering consultant, AECOM of Birmingham, to prepare a joint application to seek funds to make a more complete application for a Bridge Grant; and

WHEREAS, the County desires to join and participate in a joint application with Blount, Bullock, Butler, Calhoun, Chambers, Cherokee, Chilton, Choctaw, Cleburne, Coffee, Cullman, Elmore, Etowah, Greene, Hale, Henry, Jackson, Lamar, Lauderdale, Lawrence, Lee, Macon, Madison, Marion, Marshall, Mobile, Perry, Pike, Shelby, St. Clair, Sumter, Tuscaloosa and Winston Counties (Partnership) to develop, through the help of an engineering consultant AECOM of Birmingham, a Planning Grant for the Bridge Investment Program; and that the County understands and agrees to the following:

- 1) The expected cost to participate in the joint Planning Grant application is \$1212. per county; and
- 2) That the total amount for the Planning Grant application to be paid to AECOM is \$40,000; and
- 3) That the Partnership must identify a "lead applicant", which will be Lauderdale County, as the primary point of contact for the grant application to serve as the administrator of the grant application and resulting grant funds; and
- 4) That, the County agrees to provide the local cost of \$1212. to the lead applicant prior to July 31,2023; and
- 5) That the County understands that the \$1212. cost does not guarantee we will be awarded a Planning Grant; and
- 6) That, if the Planning Grant application is successful, it is understood that upon the consultant's recommendation it may be determined that some projects may not be included in the future Bridge Grant application; and


- 7) That this resolution, once adopted by the County, shall serve as its agreement with all other counties participating in the joint application.

BE IT RESOLVED BY THE CULLMAN COUNTY COMMISSION that it agrees to all terms and conditions of the partnership with Blount, Bullock, Butler, Calhoun, Chambers, Cherokee, Chilton, Choctaw, Cleburne, Coffee, Elmore, Etowah, Fayette, Franklin, Greene, Hale, Henry, Jackson, Lamar, Lauderdale, Lawrence, Lee, Lowndes, Macon, Madison, Marengo, Marion, Marshall, Mobile, Perry, Pike, Shelby, St. Clair, Sumter, Tuscaloosa, Wilcox and Winston Counties set out above, and desires to participate in the joint application for a Bridge Investment Program Planning Grant.


BE IT FURTHER RESOLVED that a copy of this resolution be immediately forwarded to the Lead Applicant by July 31st, 2023.

IN WITNESS THEREOF, the Cullman County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the June day of 22, 2023.

Attest:


Tiffany Merriman,
County Clerk


Jeff Clemons,
Chairman


Kerry Watson,
Commissioner


Garry Marchman,
Commissioner


Kelly Duke,
Commissioner


Corey Freeman,
Commissioner

INDEMNITY AGREEMENT

This **Indemnity Agreement** (this "Agreement"), dated as of June __, 2023, is made and entered into by and among **SNMN Holdings Group, LLC**, a Tennessee limited liability company d/b/a Rock the South, LLC ("Indemnitor"), and **Cullman County, Alabama**, a political subdivision of the State of Alabama ("Indemnitee").

WITNESSETH:

WHEREAS, Indemnitor intends to host a country music festival commonly known as "Rock the South" (the "Event") in Cullman, Cullman County, Alabama;

WHEREAS, in the course of preparing for, hosting and breaking down the Event, Indemnitor and its affiliates, representatives, contractors and employees (collectively, "Indemnitor Parties") will make use of certain portions of County Roads 421, 436 (a/k/a Swafford Road), 463, 469 and 473 (the "Roadways"), which portions are more particularly described on Exhibit A attached hereto and incorporated herein; and

WHEREAS, Indemnitee requires that Indemnitor execute and deliver this Agreement in order to permit the use of the Roadways in connection with the Event.

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1) The term of this Agreement shall commence at 12:01 a.m. on July 19, 2023 (the "Commencement Date") and shall terminate at 11:59 p.m. on July 23, 2023 (the "Expiration Date"); provided, however, that following such Expiration Date, Indemnitor shall remain liable for any obligations arising or accruing during the term.

2) If an Indemnitor Party causes any damage to the Roadways during the term of this Agreement to an extent exceeding ordinary wear and tear, Indemnitee shall deliver written notice specifying such damage (a "Damage Notice") to Indemnitor within five (5) days following the expiration of the term hereof. In the event that Indemnitee does not deliver a Damage Notice within such 5-day period, Indemnitor shall have no further obligations hereunder. In the event that Indemnitee delivers a Damage Notice within such 5-day period, and if Indemnitor does not dispute such Damage Notice, Indemnitor shall, within thirty (30) days after the date of the Damage Notice, obtain a bid from a general contractor reasonably acceptable to Indemnitee (the "General Contractor") specifying the cost to repair the damage specified in such Damage Notice (the "Repair Bid"). If Indemnitor disputes the damage alleged in such Damage Notice or the amount of the Repair Bid, Indemnitor shall deliver notice to Indemnitee (a "Dispute Notice") within (i) ten (10) days after Indemnitor's receipt of the Damage Notice, or (ii) ten (10) days after Indemnitor's receipt of the Repair Bid, as applicable, in which event Indemnitor and Indemnitee shall endeavor in good faith to resolve such dispute within thirty (30) days after the delivery of such Dispute Notice. If Indemnitor does not timely

deliver a Dispute Notice, then Indemnitor shall pay the amount stated in the Repair Bid to Indemnitee within fifteen (15) days after Indemnitor's receipt of the Repair Bid. rev


3) This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one Agreement.

[signatures on following page]

IN WITNESS WHEREOF, Indemnitor and Indemnitee have executed this Agreement as of the date first above written.

INDEMNITOR:

SNMN Holdings Group, LLC,
a Tennessee limited liability company d/b/a
Rock the South, LLC

By: 
Name: Nathan Baugh
Its: President

INDEMNITEE:

Cullman County, Alabama

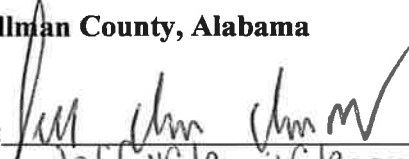
By: 
Name: Jeff "Clem" Clemons
Its: Chairman

EXHIBIT A

Description of the Roadways

County Road 473 from 34.170°, -86.879° to 34.163°, -86.883°,

County Road 469 from 34.163°, -86.883° to 34.129°, -86.875°,

County Road 436/Swafford Road from 34.138746°, -86.909131° to 34.148030°, -
86.856648°

County Road 463 from 34.148030°, -86.856648° to 34.174158°, -86.895842°,

And County Road 421 from 34.122415°, -86.902110° to 34.138746°, -86.909131°

Cullman County Commission Meeting

ExpressPoll Flip Stand Purchase

1. June 12, 2018 – Cullman County Commission approved the purchase of 70 ExpressPoll Tablets with Integrated Pollbook Stand and Printer from Election Systems & Software (ES&S). Total purchase price: \$112,607.00 (Commission Meeting Agenda - Exhibit 1)
2. An agreement was signed on September 4, 2018, for the purchase of 70 ExpressPoll Tablets from ES&S.
3. Since the purchase of the current ExpressPoll Tablets, the Probate Office along with the IT Department are constantly having to respond to calls from different precincts about problems that occur on any given election date.
Examples:
 - Printer stopped working
 - Printer is offline
 - Driver license reader does not work
 - Tablet failure
 - Sim Card failure
 - Broken Knuckle
 - Loose connector
 - Tablet froze up
 - Stopped charging
4. As of May 31, 2023, Cullman County has spent \$3,730.91 on repairs to the current ExpressPoll Tablets. We currently have (14) TABLET STANDS with BROKEN KNUCKLES that must be repaired before the 2024 Primary Election.
(Repair Summary Total - Exhibit 2)
5. As of May 31, 2023, only six (6) counties in Alabama use the current ExpressPoll Tablets:
 - Cullman
 - Etowah
 - Houston
 - St Clair
 - Tallapoosa
 - Tuscaloosa
6. Registered voters at each precinct as of May 31, 2023 (Exhibit 3)
7. The Probate Office Election Department is requesting the Cullman County Commission to consider purchasing the new updated version of ExpressPoll Tablets to begin using for the 2024 Primary Election.
(Purchase Proposal Quote - Exhibit 4)
(ExpressPoll Flip Stand Tablet Brochure - Exhibit 5)

Updated: 31-May-23

Reasons to purchase ExpressPoll Flip Stand

Current ExpressPoll Tablets

1. Tablet: Toshiba.
2. Windows: 2017 10 PRO.
3. Windows support: Ends October 2025.
4. Weight: 27lbs
5. Repairs: Over 5 EPT every election.
6. ID reader: Driver License Swiper:
7. Stand: integrated bulky stand
8. Case: big hard heavy case.



New ExpressPoll Flip Stand

1. Tablet: Microsoft Surface Go.
2. Windows: 2019 10 Enterprise LTSC.
3. Windows support: Ends January 2029.
4. Weight: 5 lbs
5. Repairs: limited parts to break.
6. ID reader: Built in barcode scanner:
7. Stand: Foldable legs flip stand.
8. Case: Small soft sided light case that can hold two tablets.



Updated: 31-May-23

CULLMAN COUNTY COMMISSION AGENDA
June 12, 2018

1. Call to order and welcome guest
2. Call of Roll to Establish Quorum, Invocation and Pledge of Allegiance
3. Approve the minutes of the May 22, 2018 meeting, appropriations, expenditures, payroll, and requisitions and approve all journal entries to be posted.
4. Public Comments
5. **NEW BUSINESS**
 - A. Authorize Kay Bell to enter into a Clinical Affiliation Agreement with the College of Health Sciences at Samford University
 - B. Consider renewal of 3-year License Agreement for AVG Internet Security Business Edition - Cost \$3,571.16 annually
 - C. Authorize Phyllis Little, EMA Director, to sign the State-Local Disaster Assistance Agreement for the March 19, 2018 hail storm
 - ✓ D. Resolution 2018-22 – FY-2019 Section 5311 Local Matching Funds for CARTS
 - ✓ E. Resolution 2018-23 – Authorize the filing of the application with ALDOT for the FY-2019 for CARTS
 - ✓ F. Resolution 2018-25 - Stepping Up Initiative for Mental Healthcare of Cullman (Wellstone Behavioral Health)
 - ✓ G. Resolution 2018-26 - Award Bid for Septic System at the Cullman Regional Airport
 - APPR - H. Consider the approval of the purchase of e-poll tablets from ES&S for voting – Cost \$112,607.00
 - I. Authorize the Chairman to enter into a lease agreement with the Cullman County Board of Education for the Old Health Department facility located at 304 Fourth Avenue NE, Cullman
 - J. Authorize Chairman Kenneth Walker to execute a Quit Claim Deed in favor of Chandler Family Investments, LLC, for abandoned right of way property located at the intersection of Section Line Road and Hopewell Road
 - K. Authorize Chairman Kenneth Walker to sign an Agreement to Exchange Real Estate and a Warranty Deed with Steve & Betty Bissot concerning property owned by the County on County Road 222, and property owned by the Bissots on County Road 852

Resolution 2018-26 - Award Bid for Septic System at the Cullman Regional Airport

Chairman Walker explained the upgrade to the septic system at the airport will cost \$126,541 to be paid 50/50 by the County and City of Cullman. Commissioner Marchman made a motion to award the bid to Complete Construction, LLC, the low bidder, for work at the Cullman Regional Airport. Commissioner Watson seconded. Upon a unanimous vote, the motion passed.

Consider the approval of the purchase of e-poll tablets from ES&S for voting – Cost \$112,607.00

Benson Clark from the Probate Office stated the State has mandated elections will go from paper books to electronic sign-in for voters. With the State paying back half the cost of the tablets, it will bring the cost of the equipment to \$29,050. The total cost of software for the 70 units and supplies will be \$112,607. Commissioner Watson made a motion to approve the purchase of voting equipment and software from ES&S. Commissioner Marchman seconded. The motion passed on a unanimous voice vote.

Authorize the Chairman to enter into a lease agreement with the Cullman County Board of Education for the Old Health Department facility located at 304 Fourth Avenue NE, Cullman

Attorney Floyd reported last month Superintendent Shane Barnett and Ed Robertson from the Cullman County Board of Education (CCBOE) approached the Commission about leasing the Old Health Department building for their "Credit Recovery" program. (Earlier this year, the building had been surplus for demolition.) A four-year lease has been drawn up effective July 1, 2018 with a renewal option. The CCBOE will perform all renovations. Commissioner Marchman made a motion authorizing the Chairman to enter into a lease agreement with the Cullman County Board of Education for the Old Health Department facility located at 304 Fourth Avenue NE, Cullman. Commissioner Watson seconded the motion which passed on a unanimous voice vote.

Authorize Chairman Kenneth Walker to execute a Quit Claim Deed in favor of Chandler Family Investments, LLC, for abandoned right of way property located at the intersection of Section Line Road and Hopewell Road

Chad Floyd, County Attorney, explained the intersection of Section Line Road and Hopewell Road had a sharp turn which was difficult for trucks. Re-working the turn resulted in a small section of property the County has no interest in. Commissioner Watson made a motion authorizing the Chairman to execute a Quit Claim Deed in favor of Chandler Family Investments, LLC, for abandoned right of way property. Commissioner Marchman seconded and the motion passed on a unanimous voice vote.

Authorize Chairman Kenneth Walker to sign an Agreement to Exchange Real Estate and a Warranty Deed with Steve & Betty Bissot concerning property owned by the County on County Road 222, and property owned by the Bissots on County Road 852

Mr. Floyd explained the Cullman County Water Department owns a piece of property on County Road 222 that was purchased with the intent as a tank site. It has now been determined it is not needed for a water tank and is being used for staging of equipment and materials. The location is somewhat dangerous for trucks loaded with pipe to enter County Road 222. The County has been approached by the Bissots about the possibility of a property exchange. The property they own is located on County Road 852. Both properties have been evaluated by a real estate broker and it was determined the property on County Road 222 was worth about \$1,400 more. The Bissots have agreed to pay the difference. Commissioner Marchman made a motion to authorize the Chairman to sign an agreement to exchange real estate and a warranty deed with Steve and Betty Bissot for properties located on County Road 222 and County Road 852. Commissioner Watson seconded the motion which passed on a unanimous voice vote.

Authorize Chairman Kenneth Walker to accept four burial plots in Cullman Memory Gardens from Joe Ozbolt, and transfer the same into the name of the Cullman County Commission for use as indigent burial plots

Mr. Floyd explained the County was approached Mr. Joe Ozbolt about the possibility of donating four burial plots he owns at Cullman Memory Gardens which the County could use for indigent burials. Deeds have been drawn up for the transfer. Commissioner Watson made a motion to approve the acceptance of the burial plots to be donated by Mr. Ozbolt. Commissioner Marchman seconded. The motion passed on a unanimous voice vote. The Commission thanked Mr. Ozbolt for his donation.

Authorize the Chairman to enter into an agreement with William Peek to host Smith Lake Fest, a music festival to be held at Smith Lake Park, on Saturday, September 29, 2018.

Doug Davenport, Parks Director, stated Mr. Peek wants to rent the stage area at Smith Lake Park on September 29th to host the Smith Lake Fest Music Festival. An agreement has been drawn up for signatures. Commissioner Marchman made a motion authorizing the Chairman to sign the agreement for the event. With a second by Commissioner Watson, the motion passed with a unanimous voice vote.

Authorize County Attorney, Chad Floyd, to file a civil action against Werner Enterprises and Dontie Latray Huff for damage caused to Cullman County's bridge on County Road 821.

Chad Floyd, County Attorney, stated earlier this year a driver for Werner Enterprises, Dontie Latray, crossed a posted bridge on County Road 821 doing extensive damage. Their insurance claims adjustor has offered a settlement on the damages, but according to the County Engineer's estimate, their figure is short of the amount required to repair the bridge. Negotiations have failed to bring a resolution. Commissioner Watson made a motion authorize the filing of a civil action against Werner Enterprises and Dontie Latray Huff for damage caused to Cullman County's bridge on County Road 821. Commissioner Marchman seconded the motion which passed on a unanimous voice vote.

Consider acceptance of the City of Cullman Ordinance No. 2018-32 to enter into a joint agreement with the County for purchase of materials, equipment, supplies, labor or services

John Lang, County Engineer, stated municipalities in the county have had the option of "piggy backing" off the County's bids. The City of Cullman has never exercised this option. They have now passed an ordinance to that effect. Commissioner Marchman made a motion to accept the City of Cullman Ordinance 2018-32 for a joint agreement for purchase of materials, equipment, supplies labor or services. Commissioner Watson seconded. The motion passed on a unanimous voice vote.

Consider proposed plat for Foster Farms Subdivision, located in District 3 on County Road 1564, 1570 & 1573.

Keith Creel, Engineering Assistant, stated Foster Farms is a minor subdivision with 14 lots and recommended acceptance of the plat. Commissioner Watson made a motion to accept the plat for Foster Farms Subdivision, located in District 3 on County Road 1564, 1570 and 1573. Commissioner Marchman seconded the motion which passed on a unanimous voice vote.

Consider bond extension for Shoreline Estates Subdivision, located in District 2 on County Road 41

Mr. Creel explained the bond has expired and the road work is not complete in the subdivision. He has requested an extension until May 17, 2019. Commissioner Marchman made a motion to approve the bond extension for Shoreline Estates Subdivision, located in District 2 on County Road 41. Commissioner Watson seconded and the motion passed on a unanimous voice vote.

Consider proposed plat for Summerscape Subdivision, located in District 2 off County Road 332

Mr. Creel reported this is a minor subdivision with nine lots. As noted on the plat, all roads in the subdivision will remain private roads. Commissioner Watson made a motion to approve the plat for Summerscape Subdivision, located in District 2 off County Road 332. Commissioner Marchman seconded. Upon a unanimous voice vote the motion carried.

Consider proposed plat for Fair Hope Subdivision, located in District 2 on County Roads 437 & 395

Engineering Assistant Keith Creel stated the subdivision, a minor subdivision with nine lots, is located on existing county roads. Commissioner Marchman made a motion to approve the plat for Fair Hope Subdivision, located in District 2 on County Roads 437 and County Road 395. Commissioner Watson seconded. The motion passed on a unanimous voice vote.

WORK SESSION

The Commission will hold a Work Session on Tuesday, June 26, 2018 at 8:30 a.m. in the commission conference room.

NEXT REGULAR COMMISSION MEETING JUNE 26, 2018

Chairman Walker announced the next commission meeting will be Tuesday, June 26, 2018 at 10:00 a.m. in the commission meeting room.

ADJOURN THE MEETING

Commissioner Watson made a motion to adjourn the meeting. Commissioner Marchman seconded and the meeting was adjourned at 10:37 a.m.

/s/ _____
Kenneth Walker,
Chairman

/s/ _____
Kerry Watson,
Associate Commissioner

/s/ _____
Garry Marchman,
Associate Commissioner

A	B	C	D	E	F	G	H	I
DATE:	INVOICE:	ORDER:	QTY:	DESCRIPTION:	TOTAL:	Stand serial:	Tablet serial:	Precinct:
3/7/2019			20	PLB SMART CARD PLUG	\$15.27	✓		
After November Election 2020								
12/3/2020	RMA33516	1259486		MISC. PROBLEMS Tablets freezing up.				
			1	IPS-ALUMINUM, TILT KNUCKLE		IP118360141	3G016173s	Donald Green
			1	IPS-ALUMINUM, TILT KNUCKLE		IP118360173	3G016354s	Cullman City Hall
			1	IPS-ALUMINUM, TILT KNUCKLE		IP118360028	3G018071S	Kelley
			1	IPS-ALUMINUM, TILT KNUCKLE		IP118360026	3G018109S	Cullman City Hall
			1	IPS-ALUMINUM, TILT KNUCKLE		IP118360135	3G018156S	Jones Chaple
			1	IPS-ALUMINUM, TILT KNUCKLE		IP118360121	3G018164S	Hanceville City Hall
			1	IPS-ALUMINUM, TILT KNUCKLE		IP118360132	3G018171S	Beat 8
			1	IPS-ALUMINUM, TILT KNUCKLE		IP118360196	3G018209S	West Point
			1	IPS-ALUMINUM, TILT KNUCKLE		IP118360111	3G018216S	Spare
			1	IPS-ALUMINUM, TILT KNUCKLE		IP118360131	3G018252S	Donald Green
			1	IPS-ALUMINUM, TILT KNUCKLE		IP118360165	3G019263S	Donald Green
			1	IPS-ALUMINUM, TILT KNUCKLE		IP118360130	3G019435S	Hanceville City Hall
			1	IPS-ALUMINUM, TILT KNUCKLE		IP118360133	4G019722S	Bremen
			1	IPS-ALUMINUM, TILT KNUCKLE		IP118360144	5G032970S	Fairview Town Hall/FZ
			1	IPS-ALUMINUM, TILT KNUCKLE		IP118360150	5G035026S	Bethel
			1	IPS-ALUMINUM, TILT KNUCKLE		IP118360136	5G035133S	Vinemont
TOTAL: ONLY FREIGHT WAS CHARGED:					\$520.32	✓		
Before the Primary, May 24, 2022 Election								
4/4/2022	CD202206	121084	1	PLB CABLE CONNECT AND CHARGE	\$31.25	IP118360127	3G018237s	Valley Grove
			1	PLB CABLE CONNECT AND CHARGE	\$31.25	IP118360168	3G019859s	Spare
			1	PLB CABLE CONNECT AND CHARGE	\$31.25	IP118360111	3G018216s	Spare
			1	IPS, TABLET SUPPORT COLLAR	\$5.00			
			1	IPS, TABLET SUPPORT COLLAR	\$5.00			
			1	IPS, TABLET SUPPORT COLLAR	\$5.00			
			1	IPS, TABLET SUPPORT COLLAR	\$5.00			
			1	IPS, POWER MANAGEMENT BOARD	\$60.00	IP118360133	4G019722s	Bremen
			1	IPS, POWER MANAGEMENT BOARD	\$60.00	IP118360136	5G035133s	Vinemont
			1	IPS-ALUMINUM, TILT KNUCKLE	\$50.00			
			1	IPS-ALUMINUM, TILT KNUCKLE	\$50.00			
			1	PLB-IPS BATTERY LID, PLASTIC	\$3.65			
				DEPOT LABOR POLLBOOK EQUIPMENT-HOURLY 2.50 HOURS	\$562.50			
Sub Total:					\$899.90			
FREIGHT					\$159.90			
TOTAL:					\$1,059.80	✓		
After the PRIMARY, May 24, 2022 Election								
5/25/2022	CD2031177	127923	1	Broken Stand Plus charging cable IP118360136		IP118360136	3G018133s	Vinemont
			1	Broken Stand Plus charging cable IP118360112		IP118360112	4G019576s	Cullman County Health
			1	IPS - ALUMINUM, TILT KNUCKLE	\$50.00			
			1	IPS - ALUMINUM, TILT KNUCKLE	\$50.00			
			1	IPS, TABLET SUPPORT COLLAR	\$5.00			
			1	IPS, TABLET SUPPORT COLLAR	\$5.00			
			1	PLB CABLE CONNECT AND CHARGE TOSHIBA	\$31.20			
			1	DEPOT LABOR POLLBOOK EQUIPMENT - HOURLY	\$225.00			
TOTAL:					\$366.20	✓		
After the Primary Run-off, June 21, 2022 Election								
7/27/2022	CD2036653	133458		BATTERY HAS BEEN UNPLUGGED AND PAPER ROLL REMOVED				
			1	Broken Knuckle, Sent back with support collar		IP0118360118	4G019938s	Logan
			1	Battery will not charge, Broken Knuckle, Sent back with support collar		IP0118360246	5G035596s	Holly Pond
			1	Printer will not print, Battery will not charge, Sent back with support collar		IP0118360283	3G019951s	Berlin
			1	Will not charge, Sent back with support collar		IP0118360133	5G035133s	Bremen
			1	Printer will not print, Bad connection, Broken Knuckle, Sent back with support collar		IP0118360040	4G019739s	Good Hope
			1	Broken Knuckle, Sent back with support collar, Sent back with out support collar		IP0118360129	3G016262s	Johnson Crossing
			1	Will not print, Bad connection, Sent back with out support collar		IP0118360108	4G019699s	Boite White
			1	Broken Knuckle, Printer will not print, Sent back with out support collar		IP0118360245	3G018064s	Gold Ridge
			1	Broken Knuckle, Battery will not charge, Sent back with out support collar		IP0118360181	5G035057s	Providence
			7	Tilt Knuckle Replaced \$50.00	\$350.00			
			4	Support Collar Replaced \$5.00	\$20.00			
			3	PLB Cable Connect and Charge \$31.25	\$93.75			
			2	PLB Smart Card Plug Rubber \$.80	\$1.60			
			4	Depot Labor Pollbook Equipment \$225.00	\$1,012.50			
			1	Battery Lid \$3.65	\$3.65			
Sub Total:					\$1,481.50			
Freight					\$287.82			
Total:					\$1,769.32	✓		
					\$3,730.91			

15.27, 520.32, 1059.80, 366.20, 1769.32 = 3730.91

5/31/23

CULLMAN

VR STATISTICS COUNT REPORT

Count of Voters Eligible to Vote
A Breakdown Of Party Within Polling Places

Tablets NEEDED

Political Subdivision	Party		Grand Total
	PARTY NOT DESIGNATED	Other	
ARKADELPHIA FIRE DEPARTMENT	429	1	429
BAILEYTON SENIOR CENTER	1361	1	1361
BALDWIN FAMILY LIFE CENTER	779	1	779
BATTLEGROUND FIRE DEPARTMENT	767	1	767
BEAT 8 COMMUNITY CENTER	395	1	395
BERLIN COMMUNITY CENTER	1447	1	1447
BETHEL COMMUNITY CENTER	554	1	554
BETHSADIA FIRE DEPARTMENT	813	1	813
BOLTE WHITE GROVE CHURCH	888	1	888
BREMEN FIRE DEPARTMENT	1294	1	1294
BROOKLYN COMMUNITY CENTER	756	1	756
BRUSHY POND COMMUNITY CENTER	912	1	912
CENTER HILL COMMUNITY CENTER	517	1	517
COLD SPRINGS COMMUNITY CENTER	1009	1	1009

1500 ↑ 2 Tablets
1499 ↓ 1 Tablet

67 NEEDED

3 over 1400

70

5 spares

75

*

VR STATISTICS COUNT REPORT

Count of Voters Eligible to Vote A Breakdown Of Party Within Polling Places

Political Subdivision	Party		Grand Total
	PARTY NOT DESIGNATED	Other	
COLONY EDUCATION COMPLEX	470	1	470
COURTHOUSE CONFERENCE ROOM	1399	1	1399
CRANE HILL FIRE DEPT COMM BLDG	1926	2	1926
CULLMAN CITY HALL	1701	2	1701
CULLMAN COUNTY HEALTH DEPT.	728	1	728
CULLMAN OFFICE BLDG. (BASEMENT)	2377	2	2377
DODGE CITY COMMUNITY CENTER	1073	1	1073
DONALD E. GREEN SENIOR CENTER 1-1	7235	6	7236
EAST POINT COMMUNITY CENTER	869	1	869
FAIRVIEW FIRE DEPT A - K	933	1	933
FAIRVIEW TOWN HALL L - Z	776	1	776
FRIENDSHIP METHODIST CHURCH	1855	2	1855
GARDEN CITY TOWN HALL	909	1	909
GOLD RIDGE COMMUNITY CENTER	1606	2	1606

VR STATISTICS COUNT REPORT

Count of Voters Eligible to Vote A Breakdown Of Party Within Polling Places

Political Subdivision	Party		Grand Total
	PARTY NOT DESIGNATED	Other	
GOOD HOPE CITY HALL	2095	2	2095
GRANDVIEW COMMUNITY CENTER	635	1	635
HANCEVILLE CITY HALL	2262	2	2262
HANCEVILLE CIVIC CENTER	1548	2	1548
HOLLY POND FIRE DEPARTMENT #2	2625	2	2625
JOHNSON CROSSING VOLUNTEER FD	1490	1	1490
JONES CHAPEL FIRE DEPARTMENT	1667	2	1667
JOPPA FIRE DEPARTMENT	924	1	924
KELLEY COMMUNITY CENTER	1320	1	1320
LOGAN FIRE DEPARTMENT	702	1	702
MOODY TOWN UNION HILL CHURCH	176	1	176
NEW CANAAN SENIOR CENTER	1222	1	1222
PROVIDENCE FIRE DEPARTMENT	1445	1	1445
SIMCOE COMMUNITY CENTER	1108	1	1108

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VR STATISTICS COUNT REPORT

Count of Voters Eligible to Vote A Breakdown Of Party Within Polling Places

Political Subdivision	Party		Grand Total
	PARTY NOT DESIGNATED	Other	
STOUTS MOUNTAIN BAPTIST CHURCH	298	1	298
TRIMBLE FIRE DEPARTMENT	911	1	911
VALLEY GROVE COMMUNITY CENTER	1639	2	1639
VINEMONT COMMUNITY CENTER	2406	2	2406
WALTER COMMUNITY CENTER	1072	1	1072
WELTI MT ZION CHURCH	520	1	520
WEST POINT COMMUNITY CENTER	2275	2	2275
Grand Total	64118	1	64119



Cullman County, Alabama
Purchase Proposal Quote
Submitted by Election Systems & Software

Purchase Solution Includes:

Quantity	Item Description	Unit Price	Extended Price
Pollbook Hardware			
75	ExpressPoll System Including Tablet, Flip Stand, Mobile Device Management and ExpressPoll Software Application	\$955.00	\$71,625.00
54	Dual Unit Case for Flip Stand Configuration	\$85.00	\$4,590.00
4	32GB Thumb Drive	\$10.00	\$40.00
Software			
1	ExpressPoll Connect License and Hosting Fee	\$4,400.00	\$4,400.00
Election Services			
1	Implementation Services	\$1,975.00	\$1,975.00
X	Pollbook Training		
X	Pollbook Equipment Installation		\$7,500.00
X	1 Year Hardware and Software Warranty		Included
X	Estimated Shipping and Handling		\$1,975.00
Total Purchase Solution:			\$92,005.00
Payment Terms			
Amount due within thirty (30) calendar days of contract execution:			\$46,002.50
Amount due within thirty (30) calendar days of delivery of hardware and/or Software:			\$46,002.50

Footnotes:

- This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
- Rates valid for thirty (30) days and thereafter may change.
- Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
- Subject to state, municipal, jurisdictional, provincial or territory laws to the contrary, the above pricing information is confidential, proprietary and trade secret information of ES&S and is intended only for the use of the individual or entity to which the document is directed to. This information may not be disclosed or reproduced either publicly or to any other individual or entity without the prior written authorization of ES&S.
- The quantity of service days reflects a reasonable estimate for implementation and selected ongoing election services. Quantities may change depending on specific Customer needs.



ExpressPoll[®]

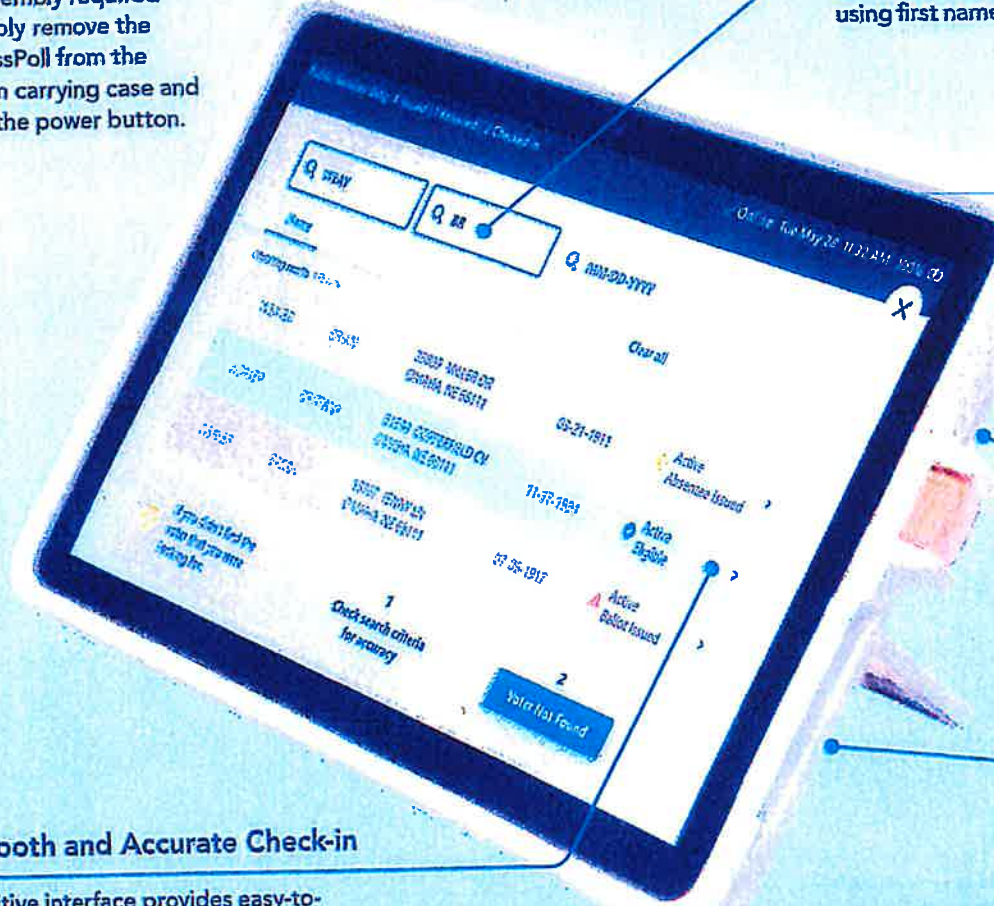
Electronic Pollbook

Two-Step Go-Live

No assembly required — simply remove the ExpressPoll from the custom carrying case and press the power button.

Dynamic Voter Search

Quick and accurate voter record search using first name, last name or DOB.



Easy Connection

Built-in peripherals include USB ports and barcode scanning with the tablet's camera.

Portable and Protected

Flip stand enclosure protects the tablet during transport and throughout use in the polling place.

Smooth and Accurate Check-in

Intuitive interface provides easy-to-understand, detailed voter information.

Creating a Smooth Voting Experience from Start to Finish

The industry-leading ExpressPoll application is designed to work seamlessly with ES&S' Universal Voting System product family and tabulators, providing voters with a smooth voting experience from start to finish. Designed to meet the needs of various election types and workflows, ExpressPoll can accommodate all state-required configurations.

CONFIDENCE FOR ELECTION OFFICIALS



- Microsoft® Surface Go tablet utilizes Windows 10 Enterprise 2019 LTSC, which supports critical security updates from Microsoft through January of 2029
- Helps reduce provisional voting by providing up-to-date absentee status or directions to correct polling location
- When used with ExpressPoll Connect, all updates are automatically sent and received in near-real-time across the jurisdiction, without any action required by the poll worker
- Generates voter, ballot and turnout reports on demand
- Operates as a single-use device — poll workers cannot close down the application or start any other application on the tablet
- ExpressPoll supports the issuing of a ballot

SECURITY YOU CAN COUNT ON



- ExpressPoll uses role-based security and can assign different user access levels, preventing unauthorized access to sensitive functions on the pollbook
- If an ExpressPoll is unlawfully removed from a polling location, election officials can protect data from the unit remotely
- Data used by the ExpressPoll system is strongly encrypted

QUICK AND ACCURATE VOTER VERIFICATION FOR POLL WORKERS



- On-screen prompts guide poll workers through each step of the process
- Confidently complete a voter look-up and issue the correct ballot using a minimal number of steps
- Voter records displayed in search results use actionable color coding, making it easy for poll workers to understand the relevant action they need to take and reducing the time it takes to process what should be a simple decision
- Quickly redirect voters who appear in the wrong polling location and provide detailed information on their correct location



Our poll managers told us ExpressPoll is fantastic — so simple to use. They can quickly and confidently understand what actions they need to take for each voter."

ALAN HELMS, DEPUTY DIRECTOR YORK COUNTY SC REGISTRATION AND ELECTIONS

PEACE OF MIND FOR VOTERS



- Quick and efficient check-in process
- Confident they're in the correct polling location and were issued the correct ballot style



SECURITY BULLETIN

ExpressPoll[®]

Electronic Pollbook

ExpressPoll includes many security features that allow all aspects of the solution to be protected.



PHYSICAL AND SYSTEM ACCESS CONTROLS

- ExpressPoll is a hardened single-use device.
- The device's case can be sealed to ensure the correct chain of custody is followed when accessing the device.
- ExpressPoll uses role-based security and can assign different user access levels, including system administrator, polling location supervisor and poll worker.
- ExpressPoll has optional redundant data storage.
- If an ExpressPoll is unlawfully removed from a polling location, election officials can protect data from the unit remotely.



SECURE DATA CONTROLS

- All data used on the tablet is secured with strong FIPS-compliant encryption.
- Data transferred between pollbooks is strongly encrypted.
- If optional host server is used, all data transferred between the ExpressPoll and the host server is strongly encrypted.



SECURITY BULLETIN

ExpressPoll[®] Electronic Pollbook

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ExpressPoll[®] Security Facts

Everything You Need to Know!

HARDWARE AND OPERATING SYSTEM SECURITY

Microsoft Surface Go 10" tablet

- **Enterprise-class device (not consumer class)**
- Backed by the larger Microsoft Surface ecosystem
- Equipped with a specific, unique TPM (trusted platform module) 2.0 chip
- Dedicated microcontroller designed to secure hardware through integrated cryptographic keys



UEFI (Unified Extensible Firmware Interface) minimal boot operating system

- **Supports SecureBoot**
 - Used to detect and resist tampering of the loaded operating system
 - Ensures only a legitimate Microsoft Windows Operating System can be installed on the device
- Integrates with the TPM chip
- Attached to the motherboard inside of the tablet



ExpressPoll application

- **Encrypts all voter data using AES-256 data encryption**
 - Runs code obfuscated software
- Cannot be decompiled and reverse engineered easily
- Requires a password to access the voter database
- Does not house sensitive data, such as social security or driver's license numbers
- By default, search criteria used to check-in a voter is last name, first name and date of birth



Windows 10 Enterprise LTSC 2019 operating system

- **Supported through January 9, 2029, ensuring a longer lifetime than consumer-based (Android or iOS) solutions that require hardware and operating system replacement at least every 3-5 years**
- **Leverages Microsoft BitLocker AES-256 data encryption**
 - Malicious attempts to separate the internal data storage from the tablet result in all data being rendered useless and unrecoverable
 - Eliminates any possibility of the encrypted data being misused
- **Customized with all unnecessary services and programs disabled or uninstalled**
 - Decreases attack vectors
- Locked down kiosk configuration
 - Allows access to the provisioned ExpressPoll application and associated services only
 - Prevents other applications from being installed, sideloaded or otherwise
 - Does not use or access a web browser or any other preinstalled applications
 - **Prevents potentially disruptive updates**
- Uses Microsoft's AppLocker whitelisting technology
 - Protects the operating environment
 - Determines which programs are permitted to run and by whom
 - Default whitelisted applications and programs enable the ExpressPoll software to run correctly
- Runs Windows Defender
 - Regularly updated to protect against malicious software, viruses, etc



DATA TRANSMISSION SECURITY

Data transmission

- **No ES&S products use Bluetooth technology**
- Wireless security
 - Version 7.2.2.0 and later require a minimum of WPA2 wireless security
 - Cannot connect to open wireless networks or networks that use weak encryption
- Network connectivity is not mandatory — fully functional in an offline mode
 - Upon reconnection, synchronizes with the server or other peers without interruption
- Synchronizes peer-to-peer exchange data only, using AES-256 encrypted data packets
 - Must be programmed with the same election to communicate peer-to-peer
 - Prevents data contamination from other devices



ExpressPoll Connect

- Uses strong encryption (TLS 1.2+) and strong authentication (OAuth) to communicate to the server and gain authorization
- An administrator in the jurisdiction must purposely authorize ExpressPoll units within ExpressPoll Connect, or the units cannot be used in an election — any unit not purposely authorized cannot be used
- Access is restricted to authorized users — mandatory prescribed two-factor authentication (2FA)

SERVER AND NETWORK SECURITY

Product storage

- **ES&S products are not stored in any public cloud vendors' infrastructure (Azure, AWS, Google Cloud, etc.).**
- ExpressPoll Connect server infrastructure is custom built and co-located in multiple datacenters
 - Primary facility in Lenexa, KS
 - Identically configured facility in Papillion, NE



ES&S' server infrastructure is protected using a defense-in-depth methodology

- **All network, server and storage assets are housed in 10+ gigabit infrastructure, with at least 10 Gbps of internet bandwidth available at all times**
- **All assets are protected by an always-on distributed denial-of-service (DDoS) technology that actively detects and prevents any denial-of-service attempts by malicious actors**
- **All network assets are protected by next-generation firewalls that leverage:**
 - Whitelisting rules
 - Geo-based IP blocking
 - Reputation blocking
 - Behavior and signature-based intrusion detection and prevention
- **All IP addresses registered/located outside the U.S. are prevented from connecting to ES&S' infrastructure**
- All network assets are load-balanced by dedicated, hardware-based load-balancers using application-specific integrated circuits (ASICs) and encryption operations
- All server assets are protected by next-generation host-based:
 - Anti-malware
 - Web reputation
 - Intrusion detection and prevention
 - File and host integrity protection technologies
- All servers are run in virtual environments and only run operating systems actively supported by their manufacturers
 - All physical server and network equipment is:
 - Fully supported by their respective manufacturers
 - Fully redundant
 - And uses 24/7 same-day support contracts that protect against any hardware faults
- All server hardware uses TPM 2.0 in conjunction with SecureBoot to detect and resist potential tampering of the underlying server operating systems





11208 JOHN GALT BLVD
 OMAHA, NE 68137-2364
 (402) 593-0101

Sales Order Agreement

Sales Quotation #: S2034

1st Election Date: March 5, 2024

Estimated Delivery Date: September 2023

Phone Number: 256-775-4652

Fax Number: N/A

Customer Contact, Title: Tammy Brown - Probate Judge

Customer Name: Cullman County, Alabama

Type of Sale: NEW
 Type of Equip: NEW REFURBISHED

Bill To:
Cullman County, Alabama
Tammy Brown - Probate Judge
P.O. Box 970
Cullman, AL 35055

Ship To:
Cullman County, Alabama
Tammy Brown - Probate Judge
500 2nd Avenue S.W. - Room 101
Cullman, AL 35055

Item	Description	Qty	Price	Total
1	Pollbook ExpressPoll System including Tablet, Flip Stand, Mobile Device Management, and ExpressPoll Software Application	75	\$955.00	\$71,625.00
2	Pollbook Dual Unit Case	54	\$85.00	\$4,590.00
3	Pollbook 32GB Thumb Drive	4	\$10.00	\$40.00
4	Software ExpressPoll Connect	1	\$4,400.00	\$4,400.00
5	Pollbook Equipment Installation	75	\$100.00	\$7,500.00
6	Services Pollbook Training Day	1	\$1,975.00	\$1,975.00
7	Shipping Shipping & Handling	1	\$1,875.00	\$1,875.00
Order Total				\$ 92,005.00

Freight Billable: yes no

Gregg Woodyard
 Regional Sales Manager

 V.P. of Finance
08/17/2023
 Date

Customer Signature
8/17/23
 Date
Chairman
 Title

Payment Terms
 \$23,001.25 of Order Total will be invoiced upon Contract Execution.
 \$69,003.75 of Order Total due on or before October 15, 2023.
 Invoices are due net 30 from receipt of invoice.
 Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.

Warranty Period (Years): Commences upon Agreement Execution through November 30, 2024

Software License, Maintenance and Support Services (Post-Warranty Period)
 The terms, conditions, and pricing for the Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.
 SEE HARDWARE PURCHASE AND SOFTWARE LICENSE TERMS

HARDWARE PURCHASE AND SOFTWARE LICENSE TERMS

1. Definitions:

All capitalized terms used, but not otherwise defined, in these General Terms or in an Exhibit shall have the following meanings:

- a. "Documentation" means any and all written or electronic documentation furnished or generally made available to Customer by ES&S relating to the ES&S Hardware and ES&S Software, including any operating instructions, user manuals or training materials.
- b. "ES&S Hardware" means ES&S's proprietary electronic pollbook tablet, electronic pollbook stand and ExpressVote Activation Card Printer.
- c. "ES&S Software" means ES&S's proprietary electronic pollbook software installed on ES&S's electronic pollbooks.
- d. "ES&S Software License, Maintenance and Support Services" means those services described on Exhibit A.
- e. "Software" means ES&S Software and Third-Party software.
- f. "Third Party Items" means hardware, equipment and software manufactured and/or developed by parties other than ES&S, including but not limited to, non-proprietary peripheral printers, wireless routers, USB drives and/or SD Cards.

2. **Hardware Purchase and Software License Terms.** Subject to the terms and conditions of this Sales Order Agreement ("Agreement"), ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Hardware and ES&S Software described on the front side of this Agreement. The payment terms for the ES&S Hardware and ES&S Software are set forth on the front side of this Agreement. The consideration for ES&S' grant of the license for the Initial Term for the ES&S Software is included in the cost of the ES&S Hardware.

a. **ES&S Hardware Purchase.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell, and Customer agrees to purchase, the ES&S Hardware. Title to the ES&S Hardware shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Hardware.

b. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and the Documentation in the Jurisdiction while Customer is using the ES&S Hardware and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Hardware and managing the ES&S Software voter lists and voter registration process at each polling location in Customer's jurisdiction.

2. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

d. Cause or permit any review, testing, examination or audit of the ES&S Software without ES&S' prior written consent;

3. **Term of Licenses.** The licenses granted in Section 2(b) shall commence upon the delivery of the ES&S Software described in Section 2(b) and shall continue through **November 30, 2024** (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on Exhibit A. The license terms for any License Renewal Term shall be set forth on Exhibit A. ES&S may terminate any of the licenses granted hereunder if Customer fails to timely pay the consideration due for, or breaches Sections 2(b), 3, or 9 with respect to, such licenses. Upon the termination any of the licenses granted in Section 2(b) for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

4. **Updates.** During the Initial License Term or any License Renewal Term for which Customer has paid the associated renewal fees, ES&S may provide new releases, upgrades, or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule solely defined by ES&S. Customer is solely responsible for obtaining and purchasing any upgrades or Third-Party Items required to operate the Updates, as well as the cost of any upgrades, replacements, retrofits or modifications to the ES&S Hardware which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Updates to the ES&S Software shall be made on a scheduled agreed upon in writing by ES&S and Customer. Updates can be installed in accordance with ES&S's recommended practice and instructions, or Customer may request that ES&S install the Updates at Customer's designated location. ES&S shall charge Customer at its then-current rates to: (i) install the updates (ii) train Customer on Updates, if such training is requested by Customer and (iii) if applicable, provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely install an Update. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:

- (i) the total cost of any Third-Party Items that are required in order to operate the Updates;

- (ii) the total cost of any replacements, retrofits or modifications to the ES&S Hardware contracted for herein that may be developed and offered by ES&S in order for such ES&S Hardware to remain compliant with applicable laws and regulations; and

- (iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or ES&S Hardware and/or ES&S Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

5. **Delivery; Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Hardware and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Hardware and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.

6. Warranty.

a. **ES&S Hardware/ES&S Software.** ES&S warrants that during the period commencing upon the delivery of the equipment and software through **November 30, 2024** (the "Warranty Period"), it will repair or replace any component of the ES&S Hardware or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Hardware components that are consumed in the normal course of operating the ES&S Hardware, including, but not limited to, headphones and headphone protective covers, protective coatings, printer cartridges or ribbons, paper, batteries, removable media storage devices (e.g. USB Drives and/or SD Cards), seats, keys, power supplies/cords, or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. The Warranty shall not include the repair or replacement of any ES&S Hardware due to cosmetic damages, including, but not limited to, screen cracks, scratches, dents and broken plastic or any defects resulting from normal wear and tear. ES&S has no obligation under this Agreement to assume the obligations under any existing or expired warranty for a Third-Party Item. ES&S shall not provide a warranty for Third Party Items. Customer acknowledges ES&S purchases Third Party Items for resale to Customer and that proprietary and intellectual property rights to the Third Party Items are owned by parties other than ES&S. Customer further acknowledges that except for payment to ES&S for the Third Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties. Any repaired or replaced item of ES&S Hardware or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Hardware or ES&S Software will become the property of ES&S. This warranty is effective provided that (i) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the ES&S Hardware or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the ES&S Hardware or ES&S Software to be repaired or replaced has been maintained or repaired by an individual other than an authorized representative of ES&S (IV) the ES&S Hardware or ES&S Software to be repaired or replaced has not been used, displayed, disseminated, transferred, loaned, disassembled, dismantled, modified, and/or tampered with by a third party without ES&S prior written consent (V) the ES&S Hardware or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, liquid contact, use which is not in accordance with the Documentation or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders, epidemics, pandemics or outbreak of communicable disease, quarantines, national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (VI) Customer has installed and is using the most recent Update provided to it by ES&S. This warranty is void for any units of hardware which: (i) have not been stored or operated in a temperature range according to their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. Upon expiration of the Warranty Period, Customer shall be entitled to receive Software License, Maintenance and Support Services, the terms of which are set forth on Exhibit A.

b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY HARDWARE, SOFTWARE, THIRD-PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

7. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special, or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Hardware or ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to

timely or properly install and use the most recent update provided to it by ES&S or (2) Customer's election not to receive, or to terminate, the ES&S Software Maintenance and Support.

8. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation provided by ES&S, the design and configuration of the ES&S Hardware and the format, layout, measurements, design, and all other technical information associated with the ballots to be used with the ES&S Hardware. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Hardware, the ES&S Software, the Documentation, and ballots that are provided, and all permitted copies of the foregoing.

9. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

10. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

11. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by commercial overnight courier (with written verification of receipt) or (d) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses or email address set forth on such signature page unless other names or addresses are provided by either or both parties in accordance herewith.

12. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

13. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S or any business operations thereof to a successor who has asserted its intent to continue the applicable business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

14. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Hardware and ES&S Software sold and licensed under this Agreement will comply with all applicable requirements of state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state.

15. **Pollbook System Reviews.** In the event that the Jurisdiction or the State require any reviews or examinations ("Reviews") of current or previous versions of state-certified ES&S Hardware and/or ES&S Software or components thereof that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Hardware licensed and sold hereunder, Customer shall be responsible for:

- (i) Customer's pro-rata share of such Review costs;
- (ii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Hardware and/or ES&S Software that may result from such Reviews; and
- (iii) the total cost of any Third-Party Items that are required in order for the ES&S Hardware and/or ES&S Software to satisfy any new requirements resulting from such Reviews in order to remain certified;

Customer's pro-rata share of the costs included under subsections 15(ii) and 15(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Hardware and/or ES&S Software purchased and licensed by Customer under this Agreement.

16. **Additional Services; Changes.** Unless otherwise provided in this Agreement, Customer shall be solely responsible for all costs related to services entered into in separate agreements such as, but not limited to, election coding, data conversion costs and network set up and communication. Customer shall also be solely responsible for all equipment and associated setup costs for the network infrastructure for data transfer and application communication, unless otherwise specified in this Agreement or separate agreements between the parties. In the event that Customer makes any changes, updates, enhancements or otherwise modifies Customer's currently existing voter registration system and such changes, updates, enhancements or modifications result in ES&S having to re-

perform any services provided under this Agreement, Customer shall be responsible for any such additional charges, which shall be invoiced at ES&S's then current rates.

17. **Customer Enhancements.** In the event that Customer requests any future enhancements of the ES&S Hardware and/or ES&S Software ("Enhancements"), such requests shall be submitted in writing to ES&S. ES&S will evaluate each of the Enhancements to determine if any of such Enhancements are technologically feasible, commercially reasonable and consistent with ES&S's product direction, security protocol and procedures. In the event that ES&S determines that any of such Enhancements meet the foregoing requirements, then ES&S shall prepare a scope of work which shall include an estimated timeline and the estimated costs for design, development, testing, certification and implementation of such Enhancements (the "SOW"). ES&S shall provide the SOW to Customer for review and approval. After ES&S's receipt of written approval of the SOW by Customer, ES&S shall prepare a written change order for Customer's execution. ES&S shall solely own and retain any and all intellectual proprietary rights in any Enhancements developed and provided to the Customer.

18. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors, and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form, or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software, and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software, or services, but shall remain fully responsible for such performance. The provisions of Sections 1-3, 6(b), 7-8, 11, 12(b), 13-16, and 18 of these General Terms shall survive any termination or expiration of this Agreement, to the extent applicable.

EXHIBIT A
SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES
(POST-WARRANTY PERIOD)

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit A for Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection 1.(d) below which will require no notice), (c) the date on which the ES&S Software is no longer certified by federal and/or state authorities for use in Customer's jurisdiction; or (d) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder.

2. **Fees.** In consideration for ES&S' agreement to provide ES&S Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Term. The Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Schedule A1. ES&S may increase the Software License, Maintenance and Support Fees for a Renewal Period by not more than 10% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

ARTICLE II
HARDWARE

1. **Maintenance Services.** Hardware Maintenance Services are not provided for any annual or other periodic predetermined fees for the ES&S Electronic Pollbook Hardware. Any Hardware Maintenance Services shall only be available on a time, travel and materials basis at ES&S' then current rates and only after Customer has delivered a written purchase order or other written agreement to pay for such services in advance of ES&S' provision of the same.

ARTICLE III
SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software, to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Term and any Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Section 4 of the General Terms. Unless otherwise agreed

to by the parties, ES&S shall install Updates in accordance with Section 4 of the General Terms. Updates to the ES&S Software shall be made on a scheduled agreed upon in writing by ES&S and Customer. Updates can be installed in accordance with ES&S's recommended practice and instructions, or Customer may request that ES&S install the Updates at Customer's designated location. ES&S shall also charge Customer at its then-current rates to; (i) install the Updates; (ii) train Customer on Updates, if such training is requested by Customer and (iii) if applicable, provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely install an Update.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for the ES&S Software if such item requires such services as a result of (a) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, (b) repairs, changes, modifications or alterations not authorized or approved by ES&S, (c) use, modification, dismantling, or transfer to third party without ES&S's prior written consent, (d) accident, theft, vandalism, neglect, abuse, liquid contact or use that is not in accordance with the Documentation, (e) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, or (f) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

Schedule A1
Pricing Summary

<u>Sale Summary:</u>		
Description	Refer To	Amount
ES&S Electronic Pollbook Software License, Maintenance and Support Fees	ES&S Software License, Maintenance and Support Description and Fees Below	\$14,900.00
Total Maintenance Fees for the Initial Term:		\$14,900.00
<u>Terms & Conditions:</u>		
Note 1: Any applicable state and local taxes are not included and are the responsibility of Customer.		
Note 2: <u>Invoicing and Payment Terms:</u>		
ES&S shall Invoice Customer annually for each year of the Initial Term.		
Payment is due before the start of each period within the Initial Term.		

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
SOFTWARE**

Initial Term: Expiration of the Warranty Period through the first anniversary thereof

Listed below is the Software and Fees for which Software License, Maintenance and Support will be provided:

Qty	Description	Annual Fee Per Unit	Electronic Pollbook Software License, Maintenance and Support Fee In Total
75	ExpressPoll Software Application	\$140.00	\$10,500.00
1	ExpressPoll Connect Software	\$4,400.00	\$4,400.00
Total Software License, Maintenance and Support Fees for the Initial Term			\$14,900.00

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support
2. Issue Resolution
3. Technical Bulletins available through Customer's ES&S Web-based portal

Note: Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support Customer Responsibilities

1. Customer shall have completed a full software training session for the ES&S Software.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third-party hardware or software application, or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.
4. Customer shall be responsible for data extraction from Customer's voter registration system. Customer shall additionally be responsible for the accuracy of its voter registration data.
5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Software.
6. Customer shall be responsible for the design, layout, set up, administration, maintenance, or connectivity of the Customer's network.
7. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the ES&S Software User Manuals.

8. If applicable, Customer shall be responsible to ensure that its electronic pollbooks are properly connected to Customer's network for purposes of election day use and updates.

VENDOR SERVICE AGREEMENT

This Vendor Service Agreement (“Agreement”) by and between **Cullman County, Alabama** (“Client”) at **500 2nd Avenue, SW, Room 102, Cullman, Alabama 35055**, and **American Financial Credit Services, Inc.** (“Agency”) at **10333 N. Meridian Street Suite 270, Indianapolis, Indiana 46290** (hereinafter referred to as “Client” and “Agency”, respectively).

WITNESSETH THAT:

WHEREAS, Agency, duly licensed and bonded in the state of Alabama and provides delinquent tax skip tracing, billing and recovery services and Client wishes to engage a firm to furnish such services.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

1. Client shall refer to Agency with those delinquent personal property tax accounts, which Client desires Agency to skip trace, bill and recover. Agency shall work those accounts, utilizing acceptable methods and procedures in a professional and ethical manner, in accordance with all federal and state laws.
2. To the extent permitted by law, Client agrees to supply Agency with the following information on each account referred via a medium agreed upon by the parties:
 - A. All necessary biographical and billing information in its possession.
 - B. Accurate balance due information.
 - C. Any other pertinent information or documents upon which the parties shall agree in writing.
3. Agency shall provide Client with notification of all Client accounts on which it requests approval prior to filing a writ of execution to seize taxpayer assets or proceedings supplemental when freezing taxpayer bank accounts. Subject to Client’s approval, Client may also be requested to file a restraining order to cease taxpayer company operations when necessary to inventory assets prior to auction.
Notwithstanding any other provision of this Agreement, Agency will not take any action required to seize taxpayer assets without the express written approval of the Client.
4. Agency will not settle or compromise any account referred to Agency unless authorized by Client or Client’s Designee in writing.
5. Client does authorize Agency to endorse Client’s name on payments received by Agency for deposit only. Client agrees to regularly communicate with Agency regarding all payments received by Client and applied to taxpayer accounts.
6. Monies received by Agency for a taxpayer billing creating a credit will be refunded within ten (10) working days by the Agency to the taxpayer. All credit balances and subsequent debit adjustments due to refund will appear on the affected taxpayer account.

7. Client will not be billed for costs advanced by Agency toward the skip tracing and billing of any account placed with Agency.
8. Client may recall any referred account at any time and Agency shall return all files and documents, which Client has referred to Agency, less any copies which Agency needs to retain for its own records. However, Agency shall be entitled to the fees allowed under this Agreement (see Addendum A) for all payments on Agency fees received by Client as a result of payment arrangements originated by the Agency prior to recall of a referred account.
9. Agency agrees to provide to the Client, or his designee, by the tenth (10th) business day of each month an accounting for the previous month's activities, including a breakdown of receivables, cancellations, and liquidation percentage by placement month. Agency will also submit a monthly report, which summarizes Client account status changes and will submit to the Client a cross-reference listing that identifies status codes and their descriptions.
10. Agency will directly deposit to the Client owned bank account of their choice or mail a physical check of all funds collected by the Agency monthly, as agreed upon by the Client. Agency will utilize a gross remittance method as agreed upon by the Client. When the Client receives funds directly from taxpayers on accounts placed with Agency, Client will notify Agency in a timely manner of all funds received by Client. Client agrees to pay Agency fees herein agreed upon within twenty (20) days from the receipt of the Agency's monthly statement/invoice.
11. Agency will handle all communications regarding the accounts referred from Client and will not refer any party back to the Client unless instructed to do so by the Client. Agency requests for information (tax verifications, "paid prior" investigation and disputes) will be submitted in writing to the Client. Agency requests which have not been satisfied within thirty-days (30) will be brought to the attention of the Client, or designee, for appropriate resolution.
12. Unless otherwise notified in writing, Client designates **Cullman County Revenue Commissioner Barry Willingham** as the County's contact and/or designee to discuss any account referred by Client.
13. As stated, this Agreement shall be effective upon the execution of the same by all parties and remain in effect unless otherwise terminated by either party as provided in this Agreement.
14. Either party may terminate this Agreement upon providing thirty (30) days' prior written notice to the other party; unless Agency or Client violates this agreement, federal or state laws regulating this agreement, or is found to be operating illegally in which case this agreement will terminate immediately.
15. In the event that either party terminates this Agreement and/or Client recalls accounts previously placed with Agency, Agency shall, at no cost to the Client, cease activity on said recalled accounts and return said recalled accounts to Client utilizing an updated status report on all accounts. Said report will include taxpayers name, client reference number, updated balance due and most recent status code.

16. During the term of this Agreement and for a period of twelve (12) months after the termination of the Agreement, Client or its designee shall have the right upon reasonable notice to inspect and audit the books and records of Agency for the purpose of assuring Agency's compliance with the provisions of the Agreement. Agency shall cooperate in any such inspection or audit.
17. Agency agrees to comply with Client policy(ies) and all State and Federal statutes and regulations concerning the confidentiality of any taxpayer's records or information, which may be provided to the Agency pursuant to this Agreement. Agency further agrees to indemnify, defend, and hold Client harmless from liability as a result of Agency's actions pertaining to or as a result of this Agreement, including, but not limited to the improper disclosure of taxpayer information by Agency and/or Agency's directors, officers, employees, agents, designees, and/or subcontractors.
18. Agency shall protect, defend, indemnify, and hold harmless the Client from and against all claims, losses, demands, damages and causes of action (including reasonable attorney fees) arising or in any way resulting from the willful or negligent acts or omissions of the Agency and its directors, officers, employees, agents, designees, and/or subcontractors.
19. Agency represents and warrants that:
 - A. Agency is a corporation and duly organized in Indiana and authorized to do business in Alabama, validly existing, and in good standing under the laws of the State of Indiana and Alabama.
 - B. Agency has all the required authority to conduct its business as such business is now being conducted and to execute, deliver, and perform this Agreement; and
 - C. This Agreement constitutes the valid, binding, and enforceable obligation of Agency and the execution and delivery of this Agreement by Agency and the consummation of the transactions contemplated hereby have been duly authorized by the requisite vote or consent of the Board of Directors and Shareholders of Agency, and such execution and delivery do not require the consent, approval, or authorization of any other person, public authority, or other entity.
20. This Agreement contains the complete and final agreement between the parties with respect to its subject matter and supersedes all prior arrangements and understandings, oral and written, between the parties.
21. The Agreement construed in accordance with the laws of the State of Alabama and shall be binding upon and insure to the benefit of both parties and their successors and permitted assigns. This Agreement may be amended or modified only by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Vendor Service Agreement as of the date(s) set forth below.

American Financial Credit Services, Inc.

By:

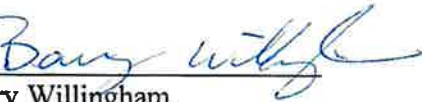


Noel Williams, Vice President

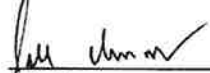
Dated this 26th day of June, 2023
Month Year

Cullman County, Alabama

By:



Barry Willingham
Revenue Commissioner



Chairman
Cullman County Commission

Dated this 22nd day of June, 2023
Month Year

ADDENDUM A
SERVICES AND OBLIGATIONS

Client agrees to utilize the Vendor Service Agreement.

Agency Fees for Skip Tracing, Billing and Recovery Services:

Delinquent Personal Property Tax Placements Fee

20% Service fee on recovered principal tax amounts, invoiced to the Client.

Agency will directly deposit to the Client owned bank account of their choice or mail a physical check of all funds collected by the Agency monthly, as agreed upon by the Client. Agency will utilize a gross remittance method as agreed upon by the Client. When the Client receives funds directly from taxpayers on accounts placed with Agency, Client will notify Agency in a timely manner of all funds received by Client. Client agrees to pay Agency fees herein agreed upon within twenty (20) days from the receipt of the Agency's monthly statement/invoice.

INSOLVENTS, ERRORS AND TAXES IN LITIGATION FOR 20²² AND
UNCOLLECTED INSOLVENTS AND TAXES IN LITIGATION FOR PREVIOUS YEAR(S)

THE STATE OF ALABAMA

Cullman

County

BE IT REMEMBERED, That at the meeting of the Board of County Commissioners of said County, held
on this 22nd June 2023

Jeff Clemons
Chairman

Kerry Watson
Commissioner, District 1

Garry Marchman
Commissioner, District 2



Kelly Duke
Commissioner, District 3

Corey Freeman
Commissioner, District 4

John Bullard
County Administrator

June 22, 2023

RE: notice of listing—2022 unpaid taxes

To Whom It May Concern:

Pursuant to the Code of Alabama, § 40-5-24, please see the following list of businesses to be considered insolvent for the 2022 property tax collection year. By virtue of this letter, please provide to the Court of Probate of Cullman County the businesses identified in this listing which may not have their business licenses renewed until past-due business personal property taxes, fees, and any accrued interest on same have been paid.

§ 40-5-24

(b) The county commission shall direct the tax collecting official to provide to the official responsible for issuing state, county, and municipal business or manufacturing licenses that no license shall be issued for any person that has insolvent status until confirmation is provided by the tax collecting official that the insolvent's taxes have been paid. As provided in this subsection, payment of insolvent taxes includes all taxes, fees, and interest that have accrued and any cost incurred to collect the taxes.

Please advise any questions or comments via e-mail to bwillingham@co.cullman.al.us or via telephone to (256) 775-4862.

Respectfully,

A handwritten signature in black ink, appearing to read "Jeff Clemons".

Jeff "Clem" Clemons
Chairman

OFFICE OF THE SHERIFF



MATT GENTRY
SHERIFF

May 10 2023

1910 Beech Avenue, S.E.
Cullman, Alabama 35055

Telephone (256) 734-0342
Jail Division (256) 735-2400
FAX (256) 737-9868

Cullman County Commission
500 2nd Ave. S.W.
Cullman AL. 35055

RE: Donated Vehicles

Dear Cullman County Fire Association,

In further support of law enforcement and other county services for the citizens of Cullman County, I am donating listed vehicle(s) to the Cullman County Fire Association. These vehicle's are described as follows:

2004 FORD CROWN VICTORIA VIN# 2FAFP71W74X152278(222,000)
2007 FORD F-150 EXTENDED CAB PICK UP VIN# 1FTRX14W27NA46112(239,429)
2008 CHEVROLET SILVERADO 1500 4X4 VIN# 2GCEK133481254953(207,000)
2008 FORD CROWN VICTORIA VIN# 2FAHP71V88X128619 (121,392)
2011 FORD CROWN VICTORIA VIN# 2FABP7BV7BX110804(MILEAGE UNKNOWN)
2011 FORD CROWN VICTORIA VIN# 2FABP7BV5BX110803(209,678)
2011 FORD CROWN VICTORIA VIN# 2FABP7BV3BX171466 (190,643)
2011 FORD CROWN VICTORIA VIN# 2FABP7BV9BX110805 (201,635)

These vehicle's are being donated for the sole purpose and support of law enforcement and county services provided by the Cullman County Fire Association.

Sincerely,

Matt Gentry, Sheriff

Cullman County Commission

Cullman, Alabama

Upon completion, submit this form to Marie Livingston in the Commission Office

Date: 6/8/2023

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: x Transfer to other County Entity: _____

Type of Disposal: Auction x Scrap _____ Sealed Bid _____

Other: _____

Asset #: NA Property Decal #: _____

Serial # or VIN: 1195131PS Tag # _____

Description: Road Striping Machine

Reason for disposal: Non economical to repair

Department: Road

Department Head Signature: Phillip Widner

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

Cullman County Commission

Cullman, Alabama

Upon completion, submit this form to Marie Livingston in the Commission Office

Date: 6/8/2023

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: x Transfer to other County Entity: _____

Type of Disposal: Auction x Scrap _____ Sealed Bid _____

Other: _____

Asset #: 705 Property Decal #: _____

Serial # or VIN: 897716 Tag # _____

Description: Water Pump

Reason for disposal: Non economical to repair

Department: Road

Department Head Signature: Phillip Widner

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

Cullman County Commission

Cullman, Alabama

Upon completion, submit this form to Marie Livingston in the Commission Office

Date: 6/8/2023

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: x Transfer to other County Entity: _____

Type of Disposal: Auction x Scrap _____ Sealed Bid _____

Other: _____

Asset #: 501 Property Decal #: _____

Serial # or VIN: T-000582B-DC Tag # _____

Description: Stewart Stevenson 5 ton Military

Reason for disposal: Non economical to repair

Department: Road

Department Head Signature: Phillip Widner

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

**BRYAN
CHEATWOOD**
County Engineer

bhcheatwood@co.cullman.al.us



JON BRUNNER
Assistant Engineer

jbrnmncr@co.cullman.al.us

Cullman County Engineering Department

2883 Highway 69 North - Cullman, AL 35058

Phone: 256-796-1336 Fax: 256-796-7039

May 18, 2023

Proposed considerations for upcoming Commission meeting on June 22nd, 2023.

- Proposed Road acceptance of 893 feet of County Road 1700. Beginning at County Road 1616 and ends 35 feet past mailbox 171 County Road 1700. All work on this section has been completed and has passed final inspection.
- Proposed road acceptance of 1,045 feet of County Road 1702. Beginning at County Road 1700 and ending at County Road 1616. All work on this section has been completed and has passed final inspection.
- Proposed road acceptance of 1,311 feet of County Road 1701. Beginning at County Road 1700 and ends 105 feet past mailbox 250 County Road 1701. All work on this section has been completed and has passed final inspection.

**BRYAN
CHEATWOOD**
County Engineer

bhcatwood@co.cullman.al.us



JON BRUNNER
Assistant Engineer

jbnmncr@co.cullman.al.us

Cullman County Engineering Department

2883 Highway 69 North - Cullman, AL 35058

Phone: 256-796-1336 Fax: 256-796-7039

June 7, 2023

Proposed considerations for upcoming Commission meeting on June 22, 2023.

- Proposed Resurvey of Serenity Pointe subdivision. A major subdivision containing 8 Lots is being resurveyed to only contain 5 Lots located off County Road 338.