# CULLMAN COUNTY COMMISSION AGENDA October 19, 2021

- 1. Call to order and welcome guests
- 2. Call of Roll to Establish Quorum, Invocation and Pledge of Allegiance
- **3.** Approve the minutes of the September 21, 2021 Meeting, appropriations, expenditures, personnel actions, payroll, and requisitions and approve all journal entries to be posted
- 4. Public Comments/Updates

### 5. NEW BUSINESS

- A. Set the dates and times for Commission Meetings for 2022
- B. Recognition: Denise Caudle retiring after 14 years from Smith Lake Park
- C. Recognition: Don Newman retiring after 10 years from Sportsman's Lake Park
- D. Recognition: Jeremy Jackson retiring after 25 years from the Road Department
- E. Resolution 2022-01: Renewal of ACCA Workers' Compensation through September 30, 2024
- F. Public Hearing-Consider Vacating a portion of County Road 1266 Cullman, Alabama
- G. Resolution 2022-02-Vacate a portion of County Road 1266 Cullman, Alabama
- H. Authorize Chairman Clemons and County Engineer Bryan Cheatwood to sign Blanket Right-Of-Way Deed for County Road 1266 Cullman, Alabama
- I. Authorize the abatement of Previous Years Taxes in Bankruptcy/Litigation and Insolvents
- J. Authorize Chairman Clemons to sign 3-year agreement with ESRI for software in the amount of \$165,000.00
- K. Authorize Commissioner Watson to appoint Terry Bentley, to replace Dorothy Maddox, to the E-911 Board term to expire 09/01/2024
- L. Authorize Chairman Clemons to sign updated ACH Agreement with Premier Bank for payroll direct deposit
- M. Consider approval of policy stating all full-time campers, except lease storage rentals, must vacate Cullman County Parks by January 31, 2022
- N. Consider approval of policy stating camping at all Cullman County Parks will be for no longer than 28 days, at which time they will have to vacate the Park for a minimum of 7 days

- O. Consider memorandum of understanding with Mid-America Health to provide mobile dental services to inmates at the Cullman County Detention Center at a cost of \$2,200 per day/trip and authorize Chairman to sign
- P. Consider final change order for plumbing and electrical at CARTS Bus Wash and approve payment of invoice in the amount of \$20,242.50 and authorize Chairman Clemons to sign
- Q. Consider appointing Chairman Clemons to the Investing in Alabama Counties Operations Council
- R. Consider 3-year agreement with Enterprise Fleet Management in the amount of \$61,716.24 per year and authorize Chairman Clemons to sign all related paperwork
- S. Consider the annual premium for the Volunteer Fire Workers' Comp in the amount of \$12,967.00
- T. Consider the surplus of miscellaneous furniture from the Revenue Department and Commission on Aging to be sold on GovDeals
- U. Proposed plat Open Range Subdivision. A minor subdivision containing 22 Lots located on County Road 1663 and County Road 1664
- V. Ratify Extension of Bid #1316 for Motor Oil, Transmission Fluid, Hydraulic Oil, and Grease to: W.H. Thomas Oil & McPherson Oil for 1 year
- W. Ratify Extension of Bid#1289 for Emulsified Asphalt to Ergon through October 14, 2021
- X. Award Bid #1364 for Corrugated Plastic Pipe to: Bear Concrete Products, Ferguson Waterworks, and ADCO Pipe & Supply, LLC based on price, availability, and vicinity
- Y. Award Bid #1365 for Emulsified Asphalt to: Ergon Asphalt & Emulsions
- **6.** The next Commission Work Session will be Tuesday, November 16, 2021, at 4:00 p.m. in the Commission Meeting Room
- 7. The next Commission Meeting will be Tuesday, November 16, 2021, at 6:00 p.m. in the Commission Meeting Room
- 8. Adjourn

# CULLMAN COUNTY COMMISSION MEETING October 19, 2021

# **CALL TO ORDER AND WELCOME GUESTS**

Chairman Clemons called the Meeting at 6:00 p.m.

# **CALL OF ROLL TO ESTABLISH QUORUM**

Tiffany Merriman, County Clerk, called the roll; present were Chairman Jeff Clemons, Commissioner Kerry Watson, Commissioner Garry Marchman, County Administrator John Bullard, County Attorney Emily Johnston, County Engineer Bryan Cheatwood. Ory Hampton gave the invocation. Economic Development Director Bradley Williams led the Pledge of Allegiance.

# APPROVE THE MINUTES OF THE SEPTEMBER 21, 2021 MEETING, APPROPRIATIONS, EXPENDITURES, PERSONNEL ACTIONS, PAYROLL, AND REQUISITIONS AND APPROVE ALL JOURNAL ENTRIES TO BE POSTED

Commissioner Watson made a motion to approve the minutes of the September 21, 2021 Meeting, appropriations, expenditures, personnel actions, payroll, and requisitions and approve all journal entries to be posted. Commissioner Watson seconded. The motion passed on a unanimous voice vote.

# **PUBLIC COMMENTS/UPDATES**

Clarence Bennefield addressed the Commission and requested help for a wheelchair-accessible van for the Veterans of Cullman County. Mr. Bennefield is a member of several veteran's organizations and requests that the responsibility of a van be shared between the American Legion and the VFW from surrounding counties. Mr. Bennefield stated he would like to go on the record and ask for the Commission's help acquiring a wheelchair-accessible van. The VFW and American Legion will take care of the van, but we need help getting started. Chairman Clemons advised Sane Bailey, our Facilities and Equipment Manager has been looking for one of those vehicles.

# **NEW BUSINESS**

## Set the dates and times for Commission Meetings for 2022

Commissioner Watson stated, it will be the same, right? Every third Tuesday at 6:00 p.m.? County Administrator John Bullard stated, yes, sir. With the exception of the week of the primaries in June. Commissioner Watson made a motion to approve the dates and times for Commission Meetings for 2022. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

# Recognition: Denise Caudle retiring after 14 years from Smith Lake Park

Commissioner Marchman made a motion to approve Recognition: Denise Caudle retiring after 14 years from Smith Lake Park. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Recognition: Don Newman retiring after 10 years from Sportsman's Lake Park

Human Resource Manager Judy Bradford read the certificate to Don Newman. Commissioner Watson made a motion to approve Recognition: Don Newman retiring after 10 years from Sportsman's Lake Park. Commissioner Marchman seconded. Upon a unanimous voice vote, the motion carried.

## Recognition: Jeremy Jackson retiring after 25 years from the Road Department

Commissioner Marchman made a motion to approve Recognition: Jeremy Jackson retiring after 25 years from the Road Department. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

# Resolution 2022-01: Renewal of ACCA Workers' Compensation through September 30, 2024

County Administrator John Bullard advised that last month, we approved the renewal in the amount of \$504,484.24. A 3-year extension for the Worker's Comp plan will get the County a 10 percent reduction in the amount of \$50,448.42. Commissioner Watson made a motion to approve Resolution 2022-01: Renewal of ACCA Workers' Compensation through September 30, 2024. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

# Public Hearing-Consider Vacating a portion of County Road 1266 Cullman, Alabama

Commissioner Marchman made a motion to open Public Hearing-Consider Vacating a portion of County Road 1266 Cullman, Alabama. Commissioner Watson seconded.

County Attorney Emily Johnston addressed the Commission and stated we had had a request from the Road Department to vacate a portion of County Road 1266. Ms. Johnston presented a picture of the portion of County Road 1266 to be vacated and a picture of where the turnaround will be. Ms. Johnston explained this would be for a new turnaround for service vehicles, sanitation, and school buses. The gentleman who lives at the end of County Road 1266 put a gate up.

All abutting landowners have received notice of this hearing. The Notice is confirmed by certified mail receipts. The Commission has published a notice for the Public Hearing in the Cullman Times for four consecutive weeks. The Public Hearing ran on September 22, 2021, September 29, 2021, October 6, 2021, and October 13, 2021. Notice was also placed on the bulletin board on the first floor near the entrance here at the Courthouse over thirty days ago on September 16, 2021.

Ms. Johnston asked County Engineer Bryan Cheatwood if he could briefly describe the reason for the request for the vacation of the road and turnaround?

Mr. Cheatwood stated we had received several complaints about vehicles turning around in people's yards and driveways, knocking garbage cans over, damaging mailboxes, etc. We spoke to the landowner and notified them that there was a previous turnaround behind the gate. We worked with them and came up with a solution, so this could be more economical to upgrade the turnaround and provide adequate space.

County Attorney Emily Johnston asked County Engineer Bryan Cheatwood, "Does anyone else use County Road 1266 right now? Are there other residents?"

County Engineer Bryan Cheatwood stated, "as far as I am aware, this property owner at the end owns all the property at that end section."

Ms. Johnston stated, "so there is nobody else that will be impacted by the closure at the end?"

Mr. Cheatwood stated no.

Ms. Johnston stated, "with this road vacation, does it in any way inconvenience or negatively impact, in any manner, any of the other residents on County Road 1266?"

Mr. Cheatwood stated, "I am not aware of any."

Ms. Johnston stated, "have you received any opposition to your request to vacate this road?"

Mr. Cheatwood stated, "not at the moment."

Ms. Johnston stated, "Mr. Chairman, I have notified all the utility companies on September 16, 2021, and I have not received any objection from any of them regarding the proposed vacation. Mr. Chairman, I would like to ask you to open the for any other citizens who wish to speak to oppose the proposed vacation."

Chairman Clemons stated, "Do we have anyone here that oppose it?"

Lorraine Benedict addressed the Commission and advised before this, we had had the large garbage truck. Now the small garbage truck runs down County Road 1266. She explained the biggest thing is thinking about economy. She explained the big sanitation truck comes down County Road 1261, and now the truck turns around at the corner of County Road 1261 and County Road 1266. The small sanitation truck comes all the way down to take care of three houses on County Road 1266. She questioned why the big sanitation truck could not run down County Road 1266.

Commissioner Watson advised this issue would be for our Sanitation Department.

Chairman Clemons explained this is something Mr. Rollo can look into, and this is something we can fix. Ms. Benedict stated, "I will also say we are all pleased the way the County has so far taken care of us., You guys took care of the situation with the gravel and the road. You even took care of the ditch. I appreciate that. Thank you." She further stated that they are doing a great job.

County Attorney Emily Johnston stated, "since there is no opposition, I recommend that we close the Public Hearing and if you are in favor of the vacation, after closing the Public Hearing, move to adopt a Resolution which vacates the road."

Commissioner Marchman made a motion to close Public Hearing-Consider Vacating a portion of County Road 1266 Cullman, Alabama. Commissioner Watson seconded. Upon a unanimous voice vote, the motion carried.

## Resolution 2022-02-Vacate a portion of County Road 1266 Cullman, Alabama

Commissioner Watson made a motion to approve Resolution 2022-02-Vacate a portion of County Road 1266 Cullman, Alabama. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

# Authorize Chairman Clemons and County Engineer Bryan Cheatwood to sign Blanket Right-Of-Way Deed for County Road 1266 Cullman, Alabama

County Attorney Emily Johnston advised this is for the turnaround.

Commissioner Marchman stated, "this is big enough to handle big trucks, right?"

County Engineer Bryan Cheatwood replied, "yes."

Commissioner Marchman made a motion to Authorize Chairman Clemons and County Engineer Bryan Cheatwood to sign Blanket Right-Of-Way Deed for County Road 1266 Cullman, Alabama. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

## Authorize the abatement of Previous Years Taxes in Bankruptcy/Litigation and Insolvents

County Administrator John Bullard explained this is for businesses that are not going to be collectible. They are out of business or closed. Commissioner Watson made a motion to Authorize the abatement of Previous Years Taxes in Bankruptcy/Litigation and Insolvents. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

# Authorize Chairman Clemons to sign 3-year agreement with ESRI for software in the amount of \$165,000.00

County Administrator John Bullard advised this is from the Revenue Commissioner. This is the mapping software that the public can access. We also use this software in the office. It is our countywide mapping software. Commissioner Marchman made a motion to Authorize Chairman Clemons to sign 3-year agreement with ESRI for software in the amount of \$165,000.00. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

# Authorize Commissioner Watson to appoint Terry Bentley, to replace Dorothy Maddox, to the E-911 Board term to expire 09/01/2024

Commissioner Watson made a motion to Authorize Commissioner Watson to appoint Terry Bentley, to replace Dorothy Maddox, to the E-911 Board term to expire 09/01/2024. Commissioner Marchman seconded. Upon a unanimous vote, the motion carried.

# Authorize Chairman Clemons to sign updated ACH Agreement with Premier Bank for payroll direct deposit

County Administrator John Bullard addressed the Commission and stated this is the payroll deposit that we do every two weeks. Right now, it is \$550,000.00. Frequently we are a little above that, so we are requesting to raise it to \$600,000.00. Commissioner Marchman made a motion to authorize Chairman Clemons to sign updated ACH Agreement with Premier Bank for payroll direct deposit. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

# Consider approval of policy stating all full-time campers, except lease storage rentals, must vacate Cullman County Parks by January 31, 2022.

Park Director Doug Davenport made a recommendation to eliminate any full-time campers. Commissioner Watson made a motion to Consider approval of policy stating all full-time campers, except lease storage rentals, must vacate Cullman County Parks by January 31, 2022. Commissioner Marchman seconded. Upon a unanimous voice vote, the motion carried.

# Consider approval of policy stating camping at all Cullman County Parks will be for no longer than 28 days, at which time they will have to vacate the Park for a minimum of 7 days.

Park Director Doug Davenport explained he had evaluated other campgrounds, and a lot of them have policies such as this. This policy frees up spots and gives everyone more opportunities for different campsites. Commissioner Marchman made a motion to consider approval of policy stating camping at all Cullman County Parks will be for no longer than 28 days, at which time they will have to vacate the Park for a minimum of 7 days. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

# Consider memorandum of understanding with Mid-America Health to provide mobile dental services to inmates at the Cullman County Detention Center at a cost of \$2,200 per day/trip and authorize Chairman to sign

County Administrator John Bullard advised this \$2,200.00 is a fixed cost. They will see 14 people. The jail will have 14 people and have people on backup before calling for service. The cost per inmate is \$157.14. Currently, we pay \$100.00 per extraction. This will save the Sheriff Deputies from having to carry the inmates off-site. It will be better security and reduce potential overtime for deputies. Commissioner Watson made a motion to consider memorandum of understanding with Mid-America Health to provide mobile dental services to inmates at the Cullman County Detention Center at a cost of

\$2,200 per day/trip and authorize Chairman to sign. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

# Consider final change order for plumbing and electrical at CARTS Bus Wash and approve payment of invoice in the amount of \$20,242.50 and authorize Chairman Clemons to sign

County Administrator John Bullard advised this is the final change order for the CARTS Bus Wash.

Commissioner Marchman made a motion to consider final change order for plumbing and electrical at CARTS Bus Wash and approve payment of invoice in the amount of \$20,242.50 and authorize Chairman Clemons to sign. Commissioner Watson seconded. Upon a unanimous voice vote, the motion carried.

Consider appointing Chairman Clemons to the Investing in Alabama Counties Operations Council Commissioner Watson made a motion to consider appointing Chairman Clemons to the Investing in Alabama Counties Operations Council. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

# Consider 3-year agreement with Enterprise Fleet Management in the amount of \$61,716.24 per year and authorize Chairman Clemons to sign all related paperwork.

County Administrator John Bullard addressed the Commission and stated this is a test run with Enterprise Fleet. The lease will be for six trucks for the Road Department. The cost is \$30,000.00 and some change per truck. It will be a 3-year lease agreement. At the end of the three years, we will sell those vehicles that way, we always keep a fresh fleet. This will also help us with our cash management. Commissioner Marchman made a motion to consider 3-year agreement with Enterprise Fleet Management in the amount of \$61,716.24 per year and authorize Chairman Clemons to sign all related paperwork. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

# Consider the annual premium for the Volunteer Fire Workers' Comp in the amount of \$12,967.00

County Administrator John Bullard explained this is through Hartford Insurance Company. This is the annual premium. It is budgeted into the fire department account. This covers all firefighters in the county. Commissioner Watson made a motion to consider the annual premium for the Volunteer Fire Workers' Comp in the amount of \$12,967.00. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

# Consider the surplus of miscellaneous furniture from the Revenue Department and Commission on Aging to be sold on GovDeals.

Commissioner Marchman made a motion to consider the surplus of miscellaneous furniture from the Revenue Department and Commission on Aging to be sold on GovDeals. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

# Proposed plat Open Range Subdivision. A minor subdivision containing 22 Lots located on County Road 1663 and County Road 1664

County Engineer Bryan Cheatwood advised this is a preliminary plat that has been inspected by his staff and does meet current subdivision regulations. I do recommend the approval of this plat. I also want to present in the public comments for any adjacent landowners to comment. They have all been sent notice of the preliminary plat. Commissioner Watson made a motion to approve proposed plat Open Range Subdivision. A minor subdivision containing 22 Lots located

# Ratify Extension of Bid #1316 for Motor Oil, Transmission Fluid, Hydraulic Oil, and Grease to: W.H. Thomas Oil & McPherson Oil for 1 year

County Administrator John Bullard explained with oil and petroleum products going up, we want to lock this bid in another year. Commissioner Marchman made a motion to ratify Extension of Bid #1316 for Motor Oil, Transmission Fluid, Hydraulic Oil, and Grease to: W.H. Thomas Oil & McPherson Oil for 1 year. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

# Ratify Extension of Bid#1289 for Emulsified Asphalt to Ergon through October 14, 2021

County Engineer Bryan Cheatwood stated this will allow us to finish out the paving season. This will be rebid for the next three years. Mr. Cheatwood recommends the approval of this bid. Commissioner Watson made a motion ratify Extension of Bid#1289 for Emulsified Asphalt to Ergon through October 14, 2021. Commissioner Marchman seconded. The vote passed on a unanimous voice vote.

# Award Bid #1364 for Corrugated Plastic Pipe to: Bear Concrete Products, Ferguson Waterworks, and ADCO Pipe & Supply, LLC based on price, availability, and vicinity

Commissioner Marchman made a motion to award Bid #1364 for Corrugated Plastic Pipe to: Bear Concrete Products, Ferguson Waterworks, and ADCO Pipe & Supply, LLC based on price, availability, and vicinity. Commissioner Watson seconded, and the motion passed upon a unanimous voice vote.

# Award Bid #1365 for Emulsified Asphalt to: Ergon Asphalt & Emulsions

County Engineer Bryan Cheatwood recommends awarding this bid. Commissioner Watson made a motion to award Bid #1365 for Emulsified Asphalt to: Ergon Asphalt & Emulsions. Commissioner Marchman seconded. Upon a unanimous voice vote, the motion carried.

# **WORK SESSION**

Chairman Clemons announced the next Commission Work Session will be Tuesday, November 16, 2021, at 4:00 p.m. in the Commission Meeting Room

# **NEXT REGULAR COMMISSION MEETING TUESDAY, NOVEMBER 16, 2021**

Chairman Clemons announced the next Commission Meeting will be Tuesday, November 16, 2021, at 6:00 p.m. in the Commission Meeting Room

# ADJOURN THE MEETING

Commissioner Marchman made a motion to Adjourn. Commissioner Watson seconded. Meeting was adjourned at 6:31 p.m.

Jeff Clemons, Chairman

Kerry Watson, Associate Commissioner

Garry Marchman, Associate Commissioner

# **CULLMAN COUNTY COMMISSION**

**Commission Meeting Dates for 2022** 

Month	Date	Time	Location
January 2022	Thursday, January 20	6:00 pm	Commission Meeting Room
February 2022	Tuesday, February 15	6:00 pm	Commission Meeting Room
March 2022	Tuesday, March 15	6:00 pm	Commission Meeting Room
April 2022	Tuesday, April 19	6:00 pm	Commission Meeting Room
May 2022	Tuesday, May 17	6:00 pm	Commission Meeting Room
June 2022	Thursday, June 23	6:00 pm	Commission Meeting Room
July 2022	Tuesday, July 19	6:00 pm	Commission Meeting Room
August 2022	Tuesday, August 16	6:00 pm	Commission Meeting Room
September 2022	Tuesday, September 20	6:00 pm	Commission Meeting Room
October 2022	Tuesday, October 18	6:00 pm	Commission Meeting Room
November 2022 (Organizational Meet	Wednesday, November 16 ing – Date mandated by statut	6:00 pm (e)	Commission Meeting Room
December 2022	Tuesday, December 20	6:00 pm	Commission Meeting Room

<sup>\*</sup>Meetings are normally held on the third Tuesday of each month unless there is a Monday holiday, then it is held on Thursday of that week.

# CONGRATULATIONS ON YOUR RETIREMENT

# Denise Caudle

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

Garry Marchman, Associate Commissioner

March 2007 – October 2021

# CONGRATULATIONS ON YOUR RETIREMENT

# Don Newman

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

Garry Marchman, Associate Commissioner

June 2011 – October 2021

# CONGRATULATIONS ON YOUR RETIREMENT

# Jeremy Jackson

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 Watkon, Associate Commissioner

Garry Marehman, Associate Commissioner

September 1996 – October 2021

# RESOLUTION 2022-01

WHEREAS, <u>Cullman</u> County is a member of the Association of County Commissions of Alabama Workers' Compensation Self-Insurers Fund ("the Fund") on Oct. 1, 2021; and

WHEREAS, the County's participation in the Fund has been a significant benefit to the County since becoming a member; and

WHEREAS, the representation and service provided by the Fund continues to be in the best interest of Cullman County and its officials and employees; and

WHEREAS, the Fund is providing a 2024 Longevity Bonus to those County participants who remain active members of the Fund through at least Sept. 30, 2024; and

WHEREAS, <u>Cullman</u> County would benefit by voluntarily agreeing to extend its contracted annual participation in the Fund for a three-year period concluding on Sept. 30, 2024, at which time the provisions of the existing contract between <u>Cullman</u> County and the Fund will remain in force unless altered as provided therein.

NOW, THEREFORE, BE IT RESOLVED by the <u>Cullman</u> County Commission that it renews its participation in the Fund through Sept. 30, 2024, and hereby directs its Chair to immediately provide the original signed copy of this resolution to the Fund.

AND, BE IT FURTHER RESOLVED, by the <u>Cullman</u> County Commission that, should it voluntarily withdraw from the Fund prior to Sept. 30, 2024, it agrees to return the 2024 Longevity Bonus provided by the Fund, plus five (5) percent annual interest.

Adopted this the 19th day of October 2021.

County Commission Chairperson

# **CULLMAN COUNTY COMMISSION**

# **RESOLUTION NO.:**2022-02

WHEREAS, the Cullman County Commission of Cullman County, Alabama is desirous of vacating in the interest of the public, a section of road included in the Cullman County Road system and described as follows:

Starting from the Station 11+92 (0+00 located at the intersection of CR 1261 and 1266) and commencing Easterly approximately 35' from the centerline of County Road 1266 at 20' wide, 10' either side of the centerline, all contained on the East side of the existing right of way of County Road 1266 and located in Section 2, Township 9S, Range 4W, Cullman County, Alabama.

Property as described above will be transferred to landowners, Rodney Harding, Rebekah S. Harding

WHEREAS, this vacation shall not deprive other property owners of any right they may have to convenient and reasonable means of ingress and egress to and from their property.

Done at the regular session of the Cullman County Commission of Cullman County.

Dated this the 19th day of October, 2021.

Attest:

Γiffany Merriman,

County Clerk

leff Clemons, Chairman

Kerry Watson, Associate Commissioner

Garry Marchman, Associate Commissioner

# **Public Hearing for Vacating a portion of County Road 1266**

October 19, 2021

**Everyone Please Sign in for Public Hearing** 

- 5	
1	Phyllis Little (
2	Doug Doury
3	Gentler Layfor
4	Holizal Co
5	RA Benediet
6	Chyde Toglo
7	Ony Hampton
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# THE CULLMAN TIMES

cullmantimes.com

300 Fourth Avenue SE, Cullman, AL 35055 cullmantimes.com (256) 734-2131

# Affidavit of Publication STATE OF ALABAMA COUNTY OF CULLMAN

Before me, a notary public in and for the county and state above listed, personally appeared Katherine Miller, who, by me duly sworn, deposes and says that: "My name is Katherine Miller, I am the publisher of The Cullman Times.

The Newspaper published the attached legal notice(s) in the issue(s) of: Cullman Times: 10/30/21. The sum charged for publication was \$44.20. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice(s) appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney."

Sworn and subscribed of this day 10/30/2021.

Notary Public: \_\_\_\_\_ Debre Mille

MY COMMISSION EXPIRES 12-21-2021



### CULLMAN COUNTY COMMISSION RESOLUTION NO. 2022-02

WHEREAS, the Cullman County Commission of Cullman County, Alabama is desirous of vacation in the interest of the public, a section of road included in the Cullman County road system and described as follows:

Starting from the Station 11 + 92 (0+00 located at the intersection of CR 1261 and 1266) and commencing Easterly approximately 35' from the centerline of County Road 1266 at 20' wide, 10' either side of the centerline, all contained on the East side of the existing right of way of County Road 1266 and located in Section 2, Township 9S, Range 4W, Cullman County, Alabama.

Property as described above will be transferred to land owners; Rodney Harding, Rebekah S. Harding.

WHEREAS, This vacation shall not deprive other property owners of any right they may have to convenient and reasonable means of ingress and egress to and from their property.

Done at the regular session of the Cullman County Commission of Cullman County. Dated this the 19th day of October, 2021.

Jeff Clemons, Chairman

Kerry Watson, Associated Commissioner

Garry Marchman Associate Commissioner

ATTEST: Meleigh Hitt County Clerk

October 30, 2021



Jeff Clemons Chairman

John Bullard County Administrator Kerry Watson
Associate Commissioner, Place 1

Garry Marchman Associate Commissioner, Place 2

October 19, 2021

TO: Barry Willingham
Revenue Commissioner

FROM: Jeff "Clem" Clemons Chairman

RE: Abatement of previous year taxes in litigation and insolvents

The County Commission approved the abatement of the previous year taxes in litigation and insolvents in the regular Commission Meeting this date.

Respectfully,

Jeff "Clem" Clemons

Chairman



Environmental Systems Research Institute, Inc. 380 New York St Redlands, CA 92373-8100 Phone: (909) 793-2853 Fax: (909) 307-3049

DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order. Quote is valid from: 10/5/2021 To: 1/3/2022

# **Quotation # Q-454628**

Date: October 5, 2021

Customer # 315805 Contract #

County of Cullman Appraisal Dept 500 2nd Ave Sw Cullman, AL 35055-4155

ATTENTION: Barry Willingham PHONE: (256) 775 4862

EMAIL: bwillingham@co.cullman.al.us

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	\$55,000.00	\$55,000.00
Population	s of 50,00	1 to 100,000 Small Government Term Enterprise License Agreement		
168179	1	Year 2	\$55,000.00	\$55,000.00
Populations	s of 50,00	1 to 100,000 Small Government Term Enterprise License Agreement		
168179	1	Year 3	\$55,000.00	\$55,000.00
Populations	s of 50,00	1 to 100,000 Small Government Term Enterprise License Agreement		
S-			Subtotal:	\$165,000.00
			Sales Tax:	\$0.00
		Estimated Shipping and Handling	(2 Day Delivery):	\$0.00
		Cont	ract Price Adjust:	\$0.00
*			Total:	\$165,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Email: Phone:
Tim Poe tpoe@esri.com (909) 793-2853 x3917

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.



Environmental Systems Research Institute, Inc. 380 New York St

Redlands, CA 92373-8100

Phone: (909) 793-2853 Fax: (909) 307-3049 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order. Quote is valid from: 10/5/2021 To: 1/3/2022

# **Quotation # Q-454628**

Date: October 5, 2021

Customer # 315805 Contract #

County of Cullman Appraisal Dept 500 2nd Ave Sw Cullman, AL 35055-4155

ATTENTION: Barry Willingham

PHONE:

(256) 775 4862

EMAIL:

bwillingham@co.cullman.al.us

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$\_\_\_\_\_\_, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

\_\_\_ I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

ame (Please Print)

Title

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Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Email:

Phone:

Tim Poe

tpoe@esri.com

(909) 793-2853 x3917

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

# **ACH AGREEMENT**

1

This agreement, dated as of October 19, 2021  County Commission (hereinafter refer	:- 1 - 4 - 1
County Coparaissississississississississississississ	_ is between <u>Cullman</u>
Promise PO 1 d in 13 S1 BN (nereinafter refer	red to as "COMPANY") and
Premier Bank, (hereinafter referred to as "Bank").	,

# RECITALS

- A. Company wishes to initiate electronic funds transfer entries ("Entry" or "Entries") through the Bank for deposit ("Credit") and or payment ("Debit") of money to and from the accounts of Company's customers maintained at the Bank and at other participating financial Institutions ("PDFT") by means of the Automated Clearing House (("ACH"). The company with the Operating Rules of the National Automated Clearing House Association ("NACHA") and the Alabama Automated Clearing House Association ("ALACHA") hereinafter referred to as the "Rules" and Bank is willing to act as an Origination Depository Financial Institution ("ODFI") with respect to such entries.
- B. The Bank may, but shall not be obligated to, accept transfer instructions delivered by the Customer or its Authorized Agent. The Bank shall execute the accepted transfer instructions through one or more ACH's in accordance with the rules.
- C. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term "Entries" shall have the meaning provided in the Rules and shall also mean the data received from the Company hereunder from which Bank prepares Entries.

**AGREEMENT** 

1. Transmittal of Entries By Company. Company shall deliver Entries to Bank in Compliance with the formatting and other requirements as defined by the Bank and set forth in Schedule A attached hereto. The total dollar amount of Entries transmitted by company to Bank on any one day shall not exceed \$600,000.00

ACH Transactions submitted under this agreement.

- o ARC
- o CCD
- CTX
- o MTE
- o POS
- o PPD
- o RCK
- o SHR
- o TRX
- o WEB

 Security Procedure. Company and Bank shall comply with the security procedure requirements described in Schedule B attached hereto with respect to Entries transmitted by Company to Bank.

# 3. Processing, Transmittal and Settlement By Bank.

- a. Except as provided in Sections 4 and 5, Bank shall (I) process accepted Entries received from Company (or its Authorized Agent) to conform with the file specifications set forth in the Rules, (II) transmit such Entries as an ODFI to their ACH Operator, and (III) settle for such Entries as provided in the Rules.
- b. Bank shall transmit such Entries to the ACH Operator prior to the Effective Entry Date shown in such Entries, provided (I) such Entries are received by Bank's related cut-off time set forth in Schedule C on a business day, (II) the Effective Entry Date is at least two (2) days after such business day. For purposes of this agreement, (x) a "business day" is a day on which Bank is open to the public for carrying on substantially all of its business (other than a Saturday or Sunday), and (y) Entries shall be deemed receivable by Bank at the location set forth in Schedule A and in the case of transmittal by electronic transmission, when the transmission (and compliance with any related security procedure provided for herein) is completed as provided in Schedule A.
- c. If any of the requirements of clause (I), (II), or (III) of Section 3 (b) is not met, Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline of the ACH Operator following specified in Schedule C which is a business day and a day on which the ACH Operator is open for business.
- 4. On Us Entries Except as provided in Section 5, in the case of an Entry received for credit/debit to an account maintained with Bank (an "On Us credit/debit the Receiver's account in the amount of such Entry on Effective Entry Date contained in such Entry, provided the requirements set forth in clauses (I) and (II) of Section 3 (b) are met. If either of those requirements is not met, Bank shall use reasonable efforts to credit/debit the Receiver's account in the amount of such entry on the next business day following such entry"), Bank shall Effective Entry Date.
- 5. Rejection of Entries Bank shall reject any Entry which does not comply with the requirements of Section 1 or 2, which contains an Effective Entry Date more than two (2) days after the business day such Entry is received by the Bank. Bank shall have the right to reject any Entry if Company has failed to comply with its account balance obligations under Section 9. Bank shall notify Company by phone of such rejection no later than the business day such entry would otherwise have been transmitted by Bank to the ACH Operator or, in the case of an On Us Entry, its Effective Entry Date. Bank shall have no liability to Company by

- reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.
- 6. Cancellation or Amendment by Company Company shall have no right to the cancellation or amendment of any Entry after its receipt by Bank. However, Bank shall use reasonable efforts to act on a request by Company for cancellation of an Entry prior to transmitting it to the ACH Operator, or in the case of an On Us Entry, prior to crediting/debiting a Receiver's account, provided such request complies with the security procedure set forth in Schedule B for cancellation of Data, but shall have no liability if such cancellation is not effected.
- Notice of Returned Entries Bank shall notify Company by phone of the receipt of a returned Entry from the ACH Operator no later than one business day after the business day of such receipt. Except for an Entry retransmitted by company in accordance with the requirements of Section 1, Bank shall have no obligation to retransmit a returned Entry with respect to the original Entry.
- 8. Payment Company shall have available funds in an account(s) of Company identified in Schedule D attached hereto (the "Account") with the Bank covering the amount of each Entry transmitted by Bank pursuant to this Agreement at such time on the Settlement Date with respect to such Entry as Bank, in its discretion, may determine and the amount of each On Us Entry at such time on the Effective Entry Date of such Entry as Bank, in its discretion may determine.
- 9. The Account Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under the Agreement by debiting the Account, and shall credit/debit the Account for any amount received by Bank by reason of the return of an Entry transmitted by Bank for which Bank has previously received payment from Company/provided funds to the Company. Such credit/debit shall be made as of the day of such receipt by Bank. Company shall at all times maintain a balance of available funds in the Account sufficient to cover its payment obligation under this Agreement. In the event there are not sufficient available funds in Account to cover Company's Obligations under this Agreement, Company agrees that Bank may debit any account maintained by Company with Bank or any affiliate of the Bank or that Bank may set off against amount it owes to Company in order to obtain payment of Company's obligations under this Agreement.
- 10. Account Reconciliation Entries accepted and processed by Bank will be reflected on Company's periodic statement issued by Bank with respect to the Account pursuant to the Agreement between Bank and Company. Company agrees to notify Bank promptly of any discrepancy between Company's records and the information shown on any discrepancy between Company's records and the information shown on any such periodic statement. If Company fails to notify Bank of any such discrepancy within sixty (60) days of receipt of a periodic statement containing such information, Company agrees that Bank shall not be

liable for any loss of interest with respect to an Entry shown on such periodic statement. If Company fails to notify Bank of any such discrepancy within sixty days of receipt of such periodic statement, Company shall be precluded from asserting such discrepancy against Bank.

11. Company Representations and Agreements: Indemnity Company represent to Bank and agrees that (a) each person shown as the Receiver on an Entry received by Bank from Company (or its Authorized Agent) has authorized the initiation of such Entry and the crediting/debiting or its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting/debiting by Bank as provided herein, (c) Company shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, and (d) Company shall be bound by and comply with the Rules as in effect from time to time, including without limitation the provision thereof making payment of an Entry by the Receiving Depository Financial Institution to the Receiver provisional until receipt by the Receiving Depository Financial Institution of final settlement for such Entry; and specifically acknowledges that it has received notice of the Rule and of the fact that, if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and Company shall not be deemed to have paid the Receiver the amount of the Entry. Company shall indemnify Bank against any loss, liability, or expense (including attorneys fees and expenses) resulting from representations or agreements.

# 12. Liability, Limitations on Liability: Indemnity

- a. Bank shall be responsible only for performing the services expressly provided for the Agreement and shall be liable only for its negligence in performing those services. Bank shall not be responsible for Company's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from Company or its Authorized Agent) or those of any other person, including without limitation any Federal Reserve Bank of transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including without limitation the return of an Entry by such Receiver or Receiving Depository Financial Institution), and not such persons shall be deemed Bank's Agent. Company agrees to indemnify Bank against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any claim of any person that Bank is responsible for any act or omission of Company or any other person described in this Section 12 (d).
- b. In no event shall Bank be liable for any special, consequential, punitive or indirect loss or damage which company may incur or suffer in connection with Agreement, including without limitation loss damage from subsequent

- wrongful dishonor resulting from Bank's acts or omission pursuant to this Agreement.
- c. Without limiting the generality of the foregoing provisions, Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war emergency conditions or other circumstances beyond Bank's control. In addition, Bank shall be excused failing to transmit or delay in transmitting an Entry if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank's otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. Governmental regulatory authority.
- d. Subject to the foregoing limitations, Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. At Bank's option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim or any person that Bank is responsible for any act or omission or Company or any other person described in Section 12 (a).

# 13. Compliance with Security Procedure

- a. If any entry (or request for cancellation or amendment of an Entry) received by Bank purports to have been transmitted or authorized by company, it will be deemed effective at Company's Entry (or request) and Company shall be obligated to pay Bank the amount of such Entry as provided herein even though the Entry (or request) was not authorized by Company, provided Bank acted in compliance with the security procedure referred to in Schedule B with respect to such Entry. If signature comparison is to be used as a part of the security procedure, Bank shall be deemed to have complied with that part of such procedure if it compares the signature accompanying a file of Entries (or request for cancellation or amendment of an Entry) received with the signature of an authorized representative of Company (an "Authorized Representative") and, on the basis of such comparison, believes the signature accompanying such file to be that of such Authorized Representative.
- b. If an entry (or request for cancellation or amendment of an Entry) received by Bank was transmitted or authorized by Company, Company shall be obligated to pay the amount of the Entry as provided herein, whether or not Bank complied with the security procedure referred in Schedule B with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Bank had complied with such procedure.

- c. The Company agrees that the security procedures as outlined in Schedule D are and shall be deemed commercially reasonable.
- 14. <u>Inconsistency of Name and Account Number</u> Company acknowledges and agrees that an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Bank to the Receiving Depository Financial Institution might be made by the Receiving Depository Financial Institution (or by Bank in the case of an On Us Entry) on the basis of the account number even if it identifies a person different from the named Receiver, and that Company's obligation to pay the amount of the Entry to Bank is not excused in such circumstances.
- 15. Notification of Changes Bank shall notify Company of all notifications of changes received by Bank related to Entries transmitted by Company by mail no later than five (5) business days after receipt thereof.
- Payment for Services. Company shall pay Bank the charges for the services provided in accordance with the Bank's current schedule of fees for such services, which may be amended from time to time. Such charges do not include, and company shall be responsible for payment of any sales, use excise, value added, utility or other similar taxes relating to the services provided for herein, and any fees or charges provided for in the agreement between Bank and Company with respect to the Account (the "Account Agreement").
- 17. <u>Amendments.</u> From time to time Bank may amend any of the terms and conditions contained in the Agreement, including without limitation, any cut-off time, any business day, and any part of Schedule A through D attached hereto. Such amendments shall become effective upon receipt of notice by Company or such later date as may be stated in Bank's notice to Company.

# 18. Notices, Instruction, Etc.

- (a) Except as otherwise expressly provided herein, Bank shall not be required to act upon any notice or instruction received from Company or any other person, or to provide any notice or advice to Company or any other person with respect to any matter.
- (b) Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person. The names and signatures of Authorized representatives are set forth in Schedule F attached hereto. Company may add or delete any Authorized Representatives other than that being added or deleted. Such notice shall be effective on the second business day following the day of the Bank's receipt thereof.

(c) Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier, to Bank addressed to:

Premier Bank 101 1st Ave NW Cullman, AL 35055

And if Company, addres	sed to:		
Name:			
Street Address:			
City:	State	Zip	

Unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

- 19. <u>Date Retention</u> Company shall retain data on file adequate to permit remaking of Entries for 60 days following the date of their transmittal by Bank as provided herein, and shall provide such Data to Bank upon its request.
- 20. <u>Termination</u> Company may terminate this agreement at any time. Such termination shall be effective on the second business day following the day of Bank's receipt of written notice to such termination or such later date that is specified in that notice. Bank reserves the right to terminate this Agreement immediately upon providing written notice of such termination to Company. Any termination of this agreement shall not affect any of Company's obligations arising prior to such termination. The Bank reserves the right to audit the Company's compliance with the agreement and these rules. The Bank also has the right to terminate or suspend the agreement for breach of these rules in a manner that permits the Bank to comply with these rules.
- 21. Entire Agreement This Agreement (including the Schedules attached hereto), together with the Account Agreement, is the complete and exclusive statement of the agreement between Bank and Company with respect to the subject matter. In the event of any inconsistency between the terms of this Agreement and the Account agreement, the terms of the agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statue, regulation or government policy to which Bank is subject, and which governs or affects the

transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such stature, regulation of policy, and Bank shall incur no liability to Company as a result of such violation or amendment.

- 22. Non-Assignment Company may not assign this Agreement or any of the rights or duties hereunder to may person without Bank's prior written consent.
- 23. <u>Binding Agreement: Benefit</u> This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not for the benefit on any other person, and no other person shall have any right against Bank or Company hereunder.
- 24. <u>Headings</u> Headings are used for reference purposes only and shall not be deemed a part of this agreement.
- 25. Governing Law This Agreement shall be constructed in accordance with and governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be Executed by their duly authorized officers this \_

Executed by the	ir duly authorized off	icers this _	
day of <u>19</u>	October	,2021	
Jeff	Clemons		
Chair			
Premier Bank (	of the South		
By:			
Name:			

# Memorandum of Understanding

To: Cullman County Detention Center

From: Elizabeth McClure, Director of Operations-Mid America Health, Inc.

Date: October 19, 2021

Re: Portable Dental Services Cullman County Detention Center, AL

The following is Mid America Health's agreement to provide portable dental services at the below location covering the initial period of <u>October 2021 - September 2022</u> (12 months). After the initial term, this agreement shall automatically renew for additional one-year periods. Either party may terminate this agreement with or without cause at any time by giving the other party thirty days' written notice.

Cullman County Detention Center 1900 Beech Ave SE Cullman, AL 35055

Portable Dental Services

\$2,200 per day

- 1. <u>Provision of Services</u>. Mid America Health, Inc. agrees to provide basic general portable on-site dental services (excluding, but not limited to, mandibular fractures and complex oral surgery) to the Cullman County Detention Center for the above daily rate.
- 2. <u>Detail of Services</u>. The above rate includes Dentist, Dental Assistant, equipment and supplies. The services are to be performed within the Detention Center. All dental services will comply with the National Commission on Correctional Healthcare (NCCHC) and American Correctional Association (ACA) standards. For a detailed list of services provided, please see attached a sample "MAH Portable Daily Statistics" report.
- 3. <u>Indemnification</u>. Mid America Health and the dentists whose practices Mid America Health manages (the "Managed Dentists") shall indemnify and hold harmless the Cullman County Detention Center from and against losses, costs, damages and expenses (including, without limitation, reasonable attorneys' fees) arising from or out of any negligent act or willful misconduct by Mid America Health or the Managed Dentists in connection with the performance of this Agreement. Mid America Health represents and warrants that each

Managed Dentist shall maintain professional liability insurance in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

- 4. <u>Cancellation Policy</u>. Due to the large block of time set aside for each facility, last minute cancellations can cause problems and added expenses for Mid America Health. If an appointment is not cancelled at least 10 days in advance, you may be charged the full daily rate set forth above for the cancelled date.
- 5. <u>Amendment</u>. This agreement may be amended at any time by written agreement of the parties hereto.

If you have any questions, please call Eliza We look forward to working with you.	beth McClure at 1-888	-309-8239 x 4354.
Mid America Health, Inc. Elizabeth McClure, Director of Operations	Date	19, 202
Gullman County Detention Center By: Jeff "Ulm" Ulmons Title: Chair Man	10/20/21 Date	
Billing Address:		
Attn:		
City, State, Zip:		
*If preferred invoices are also emailed please pro	ovide email address:	, =
Site Contact for Scheduling		
Name:		
Position:		
Phone: ( )		
Email Address:		



# Open-End (Equity) Lease Rate Quote

Quote No: 6024820

Prepared For: Cullman County, AL Date 10/22/2021 AE/AM WCB Unit # Year 2022 Make Ford Model F-150 Series XL 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB Vehicle Order Type Ordered Term 24 State AL Customer# 614574 \$ 39,526.00 All language and acknowledgments contained in the signed quote Capitalized Price of Vehicle 1 apply to all vehicles that are ordered under this signed quote. \$ 0.00 Sales Tax 0.0000% State AL \$0.00 Initial License Fee **Order Information** Registration Fee \$0.00 **Driver Name** \$ 350.00 Other: Courtesy Delivery Fee Exterior Color (0 P) Oxford White \$0.00 Capitalized Price Reduction Interior Color (0 I) Black w/Medium Dark Slate w/Vinyl 40/20 \$ 0.00 Tax on Capitalized Price Reduction Lic. Plate Type Government \$ 0.00 Gain Applied From Prior Unit GVWR 0 \$ 0.00 Tax on Gain On Prior \$ 0.00 Security Deposit \$ 0.00 Tax on Incentive ( Taxable Incentive Total: \$0.00 ) 6 trucks will be built to these exact specs... initial below. \$ 39.876.00 Total Capitalized Amount (Delivered Price) \$837.40 Depreciation Reserve @ 2.1000% \$ 145.10 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)2 \$ 982.50 Total Monthly Rental Excluding Additional Services Initial: << Additional Fleet Management Master Policy Enrollment Fees \$ 0.00 Commercial Automobile Liability Enrollment Liability Limit \$0.00 \$ 0.00 Physical Damage Management Comp/Coll Deductible 0/0 \$ 0.00 Full Maintenance Program <sup>3</sup> Contract Miles 0 OverMileage Charge \$ 0.00 Per Mile Incl: # Brake Sets (1 set = 1 Axle) 0 # Tires 0 Loaner Vehicle Not Included \$ 0.00 Additional Services SubTotal \$ 0.00 Lease/Rental Tax 3.0000% State AL \$ 982.50 Total Monthly Rental Including Additional Services \$ 19,778.40 Reduced Book Value at 24 Months \$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 15,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open -End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

# ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Cullman County, A BY

TITLE

DATE

INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor anyManufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been UsedBy Lessor to Reduce the Capitalized Price of the Vehicle.

<sup>&</sup>lt;sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



# Open-End (Equity) Lease Rate Quote

Quote No: 6024820

# VEHICLE INFORMATION:

2022 Ford F-150 XL 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB - US

Initial: \( \)

Series ID: W1E

**Pricing Summary:** 

 Base Vehicle
 \$39,021
 \$40,860.00

 Total Options
 \$0.00
 \$0.00

 Destination Charge
 \$1,695.00
 \$1,695.00

rotal Price

\$40,716.00

\$42,555.00

# SELECTED COLOR:

Exterior:

YZ-(0 P) Oxford White

Interior:

AS-(0 I) Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat

# SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
100A	Equipment Group 100A Standard	NC	600/505.560
145WB	145" Wheelbase		NC
425	50 State Emissions	STD	STD
44G	Transmission: Electronic 10-Speed Automatic	NC	NC
64C	Wheels: 17" Silver Steel	Included	Included
99B	Engine: 3.3L V6 PFDI	Included	Included
A		Included	Included
AS 02	Vinyl 40/20/40 Front Seat	NC	NC
_	(0 I) Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 6,470 lbs Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/6 Speakers	Included	Included
STDTR	Tires: 265/70R17 BSW A/T	Included	Included
SYNC	SYNC 4	Included	
X26	3.73 Axle Ratio		Included
YZ_01	(0 P) Oxford White	Included	Included
		NC	NC

# CONFIGURED FEATURES:

**Body Exterior Features:** 

Number Of Doors 4

Rear Cargo Door Type: tailgate

Driver And Passenger Mirror: power remote manual folding side-view door mirrors

Convex Driver Mirror: convex driver and passenger mirror

Door Handles: black

Front And Rear Bumpers: black front and rear bumpers with body-coloured rub strip

Rear Step Bumper: rear step bumper Front Tow Hooks: 2 front tow hooks

Box Style: regular

Body Material: aluminum body material

: trailering with harness Grille: black grille

Convenience Features:

Air Conditioning manual air conditioning

Power Windows: power windows with driver and passenger 1-touch down

Remote Keyless Entry: keyfob (all doors) remote keyless entry

Illuminated Entry: illuminated entry

Integrated Key Remote: integrated key/remote

Auto Locking: auto-locking doors

Remote Engine Start: remote engine start - smart device only

Steering Wheel: steering wheel with manual tilting, manual telescoping

Day-Night Rearview Mirror: day-night rearview mirror

Emergency SOS: SYNC 4 911 Assist emergency communication system

Front Cupholder: front and rear cupholders

Overhead Console: full overhead console with storage

Glove Box: locking glove box

Driver Door Bin: driver and passenger door bins

Rear Door Bins: rear door bins

Dashboard Storage: dashboard storage IP Storage: bin instrument-panel storage

Retained Accessory Power: retained accessory power Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio AM/FM stereo with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume

Steering Wheel Radio Controls: steering-wheel mounted audio controls

Speakers: 6 speakers

Internet Access: FordPass Connect 4G internet access

1st Row LCD: 2 1st row LCD monitor

Wireless Connectivity: wireless phone connectivity

Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off aero-composite halogen headlamps

Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights

Cab Clearance Lights: cargo bed light Front Wipers: variable intermittent wipers Tinted Windows: light-tinted windows Dome Light: dome light with fade Front Reading Lights: front reading lights

Variable IP Lighting: variable instrument panel lighting

Display Type: analog appearance

Tachometer: tachometer Voltometer: voltmeter Initial: TC

Compass: compass

Exterior Temp: outside-temperature display

Low Tire Pressure Warning: tire specific low-tire-pressure warning

Trip Odometer: trip odometer

Lane Departure Warning: lane departure Front Pedestrian Braking: pedestrian detection Forward Collision Alert: forward collision Oil Pressure Gauge: oil pressure gauge

Transmission Oil Temp Gauge: transmission oil temp. gauge

Clock: in-radio display clock

Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning

Water Temp Gauge: water temp. gauge

Battery Warning: battery warning Lights On Warning: lights-on warning

Key in Ignition Warning: key-in-ignition warning

Low Fuel Warning: Iow-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes

Number of ABS Channels: 4 ABS channels

Brake Assistance: brake assist Brake Type: four-wheel disc brakes

Vented Disc Brakes: front and rear ventilated disc brakes

Daytime Running Lights: daytime running lights

Spare Tire Type: full-size spare tire

Spare Tire Mount: underbody mounted spare tire w/crankdown

Driver Front Impact Airbag: driver and passenger front-impact airbags

Driver Side Airbag: seat-mounted driver and passenger side-impact airbags

Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag

Occupancy Sensor: front passenger airbag occupancy sensor Height Adjustable Seatbelts: height adjustable front seatbelts

Seatbelt Pretensioners: front seatbelt pre-tensioners 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt

Side Impact Bars: side-impact bars

Perimeter Under Vehicle Lights: remote activated perimeter/approach lights

Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks

Rear Child Safety Locks: rear child safety locks Ignition Disable: SecuriLock immobilizer Security System: security system Panic Alarm: panic alarm

Electronic Stability: electronic stability stability control with anti-roll

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats

Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest Rear Seat Type: rear 60-40 split-bench seat Rear Folding Position: rear seat fold-up cushion Leather Upholstery: vinyl front and rear seat upholstery

Headliner Material: full cloth headliner Floor Covering: full vinyl/rubber floor covering

Initial: TC\_

Cabback Insulator: cabback insulator Shift Knob Trim: urethane shift knob

Interior Accents: metal-look interior accents

Standard Engine:

Engine 290-hp, 3.3-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Initial: \( \sum\_

### AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, That this Company lease from Enterprise Fleet Management, Inc., hereinafter called EFM, from time to time, such motor vehicles upon such terms and conditions, as in the judgment of the Officer(s) or employee(s) hereinafter authorized, this Company may require.

RESOLVED FURTHER, that:

NAME	Jeff Clemons	Chairman
	Print Name	Tide
NAME		
	Print Name	Tide
NAME		
	Print Name	Title
NAME		
	Print Name	Title

are authorized and empowered on behalf of and in the name of this Company to execute Motor Vehicle Leases with EFM on such terms as may be agreed to by said person.

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do herby certify that the information contained in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

Ieff Clemons	Chairman	
	Title	***
LU your	Cullman County Commission	
Signature T	Company Name	
10/1-1		
10/20/2021		

For the purpose of seeking to secure credit from Enterprise Fleet Management, Inc. (together with its affitiales, successors, assigns and third party service providers, "EFM"), Credit Applicant (a) authorizes (i) EFM to run e credit report, investigate and verify the information in this Credit Applicant and/or obtain financial and/or credit information from any person or entity with which Credit Applicant has or had financial dealings, including banks, lending institutions and Trade or credit references, whether or not such person or entity is identified in this Credit Application, which information may include financial statements, tax returns, and banking records, (ii) EFM to contact any of Credit Applicant's current or former employers or creditors to verify any information contained herein or received in connection with this Credit Application if Credit Applicant is a sole proprietor, and (iii) any third party who may have relevant information to provide such information to EFM, (b) will notify EFM if there is any change in name, address, or any material adverse change (i) in any of the information contained in this Credit Applicant(is). (iii) in Credit Applicant's financial condition, or (iii) in Credit Applicant is ability to perform their respective obligations to EFM, and (c) represents and warrants that any and all information provided to EFM by Credit Application remains true, correct and complete as of the date hereof. The tack of any notice of change in the representations and warrants included in this Credit Application remains true, correct and complete.

As permitted by law, EFM may also release information about EFM's credit experience with Credit Applicant. Credit Applicant understands and agrees that all reports and records developed by EFM or any third party agent in connection with the foregoing investigations are the sole property of EFM and will not be provided to Credit Applicant unless otherwise required by applicable law or agreed to by EFM in writing.

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national gripin, sex, merital status, age (provided that Credit Applicant has the capacity to enter into a binding contract); because all or part of Credit Applicant's income derives from any public assistance program; or because Credit Applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this credit application is denied, Credit Applicant may have the right to a written statement of the specific reason(s) for the denial. To request to obtain the statement, Credit Applicant may contact EFM at: 600 Corporate Park Drive, ATTN: EFM Credit Department, St. Louis, MO 63105, within 60 days from the date Credit Applicant is notified of the denial. If applicable, within 30 days of EFM's receipt of the request, EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

## THE FOLLOWING ARE ONLY APPLICABLE TO CREDIT APPLICANTS THAT ARE SOLE PROPRIETORS

If Credit Applicant is a sole proprietor, upon request from Credit Applicant, EFM will advise Credit Applicant whether a credit report was requested and if such a report was requested. EFM, will inform Credit Applicant of the name and address of the credit reporting agency that furnished the report. In the event the Credit Applicant is a sole proprietor and is a resident of the state of California, Ohio, Rhode Island or Vermont, Credit Applicant agrees that, in addition to all of the foregoing, by signing below, he or sho has been provided state notices and agree to the additional terms listed below:

California Disclosure - The Credit Applicant, if married, may apply for a separate account.

Ohio Disclosure - The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Rhode Island Resident - A credit report may be requested in connection with this application for credit.

Vermont Resident - By signing this Credit Application, the credit applicant consents to your obtaining a credit report for the purposes of evaluating this Credit Application and to obtain subsequent credit reports, in connection with this transaction, for the purpose of reviewing the account, taking collection action on the account or for any other legitimate purpose associated with the account.

The person signing below personally represents and warrants to EFM that he/she is authorized to make this application for credit on behalf of Credit Applicant.

Please note that this Credit Application is an application and does not commit or require EFM to extend any credit whatsoever to Credit Applicant.



### MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this 20th day of October 202, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

- 1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.
- 2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

#### 3. RENT AND OTHER CHARGES:

- (a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).
- (b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.
- (c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.
- (d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.
- (e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").
- (f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

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- (g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.
- 4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.
- 5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.
- 6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.
- 7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

#### 8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

- (a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.
- (b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

#### 9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

- (a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.
- (b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

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- (c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.
- 10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

#### 11. INSURANCE:

- (a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:
- (i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

ansporting more than 8 passengers):	
State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor,

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Initials: EFM Customer 3 C

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy, issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

- 12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.
- 13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.
- 14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

Initials: EFM\_\_\_\_\_ Customer T C\_\_\_\_

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

- 16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.
- 17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).
- 18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.
- 19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

Cullman County Commission	LESSOR: Enterprise FM Trust  By: Enterprise Fleet Management, Inc. its attorney in fac	ct
Jel chan	// //	
Jeff Clemons	Towns	
Chairman	By: Sunes Allin	
500 2nd Avenue SW	Title: thance livelia	i
Cullman, AL 35055	Address: 2271 Valleydale R	I
October 20 2021	Birmingham, AL 3524  Date Signed: October 20, 2021	14
•	Jeff Clemons Chairman 500 2nd Avenue SW Cullman, AL 35055	By: Enterprise Fleet Management, Inc. its attorney in factories and the signature:    Jeff Clemons



MAINTE	TENANCE AGREEMENT
This Maintenance Agreement (this "Agreement") is made and entered into	o this 20th day of October 2021 b this 20th day of October 2021
corporation ("EFM"), and CULLMAN COUNTY COMMISSION	("Lessee").

### WITNESSETH

- 1. LEASE. Reference is hereby made to that certain Master Lease Agreement dated as of the 20th day of October 202 | by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
- 2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
- 3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
- 4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.
- 5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.
- 6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

Initials: EFM Lessee C

in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

- 7. NO WARRANTIES, Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.
- 8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.
- 9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.
- 10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE:	Cullman County Commission	EFM:	Enterprise Fleet Management, Inc.
Signature:	Jell Um on	Signature:	Jan Jin
By:	Jeff Clemons	Ву:	James Allm
Title:	Chairman	Title:	Fihance Director
Address:	500 2nd Avenue SW Room 105	Address:	2271 Valley Lake Rd
	Cullman, AL 35055		Birmingham, AL 3524
Attention:	Shane Bailey	Attention:	
Fax #:		Fax #.	
Date Signed	de October 20, 2021	Date Signe	od: October 20 2021

Initials: EFM\_\_\_\_\_\_ Lessee 3 C\_\_\_\_



#### MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the 20th day of October, by and between	Enterprise Fleet Management, Inc., a Missouri corporation, doing business as
"Enterprise Fleet Management" ("EFM"), and CULLMAN COUNTY COMMISSION	(the "Company").

#### WITNESSETH:

1. ENTERPRISE CARDS: Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

- 3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.
- 4. RENTAL VEHICLES: The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.
- 5. NO WARRANTY: EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.
- 6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.
- 7. NOTICES: All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's addresse.

Initials: EFM Company 3 C

- 8. FEES: EFM will charge the Company for the service under this Agreement \$6.000 per month per Card, plus a one time set-up fee of \$0.000
- 9. MISCELLANEOUS: This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: Cullman County Commission
Signature:

Jeff Clemons

Title: Chairman

By:

Address:

500 2nd Avenue SW Room 105

Cullman, AL 35055

Date Signed: October 20, 2021

EFM: Enterprise Fleet Management, Inc.

Signature: Jan fla

By: James/HIM

Title: Finance Vinector

Address: 2271 Valleydale R

Birmindrem, AL 35244

Date Signed: October 20, 2021

Initials: EFM\_\_\_\_\_ Company\( \frac{1}{2} \)

# Cullman County Commission

Cullman, Alabama

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

Date: 19-13-	21					
The following equipme	nt/vehicle is n	o longer in	use and the	following a	action should be taken:	
Declare Surplus:	/		Tr	ansfer to o	ther County Entity:	
Type of Disposal:	Auction _	/	Scrap		Sealed Bid	_
	Othe	r: .		3		
Asset #:				Property	Decal #:	-
Serial # or VIN:					Tag #	
Description:	l Cubine	7	4 Chair	.5		
Reason for disposal:	old			*,		
Department:	Nevenul		-			
Department Head Sign	nature:					<del></del>
Transferred to:			_			
Department Head Sign	nature:	Dubli	e Hande	nJ		
For Office Use:	Verified:		Date:			

# Cullman County Commission

Cullman, Alabama

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

Date:	-21					
The following equipm	nent/vehicle is no le	onger in t	use and the	following action	should be taken:	
Declare Surplus:			Ti	ansfer to other Co	ounty Entity:	
Type of Disposal:	Auction	~	Scrap_	Seal	ed Bid	_
	Other:	-				E
Asset#:				Property Decal	# <b>:</b>	
Serial # or VIN:	<del></del>				Tag#	
Description:	1 ping pe	100 411	bly 1	urdenza	1 dusk	- 0
Reason for disposal:	Old				a ,	3
Department:	Aging	<i>201</i>				
Department Head Si	gnature:	Step	shanu	Sau	MN)	_
Transferred to:			-			
Department Head Si	gnature:		2			
For Office Use	e: Verified:		Date:			

### BRYAN CHEATWOOD

County Engineer

bchcatwood@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 Pax: 256-796-7039

September 28, 2021

Proposed considerations for upcoming Commission meeting on Tuesday October 19th, 2021.

 Proposed plat Open Range Subdivision. A minor subdivision containing 22 Lots located on County Road 1663 and County Road 1664.

### INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 10:00 a.m., Monday, October 18, 2021 in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for corrugated plastic pipe for the Cullman County Road Dept. and various municipalities in Cullman County. At this time sealed bids will be publicly opened and read aloud.

This bid will be a cooperative bid between the Cullman County Commission and the following municipalities located within Cullman County.

Town of Good Hope, Town of Colony, Town of Garden City, Town of Dodge City, Town of Holly Pond, Town of Baileyton, Town of Fairview, Town of West Point, City of Hanceville, Cullman County Board of Education, City of Cullman, and the Town of Berlin.

The award of this bid will be made by the Cullman County Commission of behalf of all indicated governmental entities.

Each participating governmental entity will be responsible for issuing its own purchase orders, delivery instructions, invoicing, insurance requirements, and issue its own tax exemption certificates as required by vendors.

The Cullman County Commission reserves the right to reject any and/or all bids and to waive any formalities in the bidding.

Bear Concréte Products Company

P.O. Box 944
Mailing Address

200 1

Cullman Al 35056

256-134-5313 Phone/Fax-e-mail-bearblock company ebellsouth. net

Keba Jaylor

## **BID SPECIFICATIONS & CONDITIONS**

The bid shall include delivery and transportation to a job site within Cullman County, or at either Cullman County Road Department maintenance yards located at 2883 Hwy 69 North, and 3190 County Rd 438, or be available at a local yard for pick up.

### Minimum Standards:

Pipe must be high density polyethylene (HDPE) pipe.

Pipe must adhere to AASHTO specifications M294, type S

Pipe must be corrugated annular on exterior

Pipe must have integral smooth interior

Pipe must have integral bell and spigot ends meeting AASHTO M294.

All pipe lengths will be at least 20"

Pipe must be delivered or available locally within 48 hours of order entry

ADS will deliver if needed

Pipe size all	Delivered price per	Picked up price per foot at local yard with in
round	foot	county
15"		
	12.24	13.24
18"		753.517
4.3	15.83	15.83
24"		10100
	28,50 40,44	28,50
30"		
	40.44	40.44
36"		10.11
	50,02	50,02
42"		
	68,59	68,59
48"	•	· ·
	84, 79	84, 79
54"	·NA	
	////	NA
50"	1.12 57	
	152.85	152.85

Bid is effective for one year from date of award. If mutually agreeable between both parties the Cullman County Commission may extend the bid period in one year increments for up to three years.

### INVITATION TO BIDDERS

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The Cullman County Commission reserves the right to reject any and/or all bids and to waive any formalities in the bidding.

ADCO Pipe & Supply, LLC

Company

4014 Florence Blvd.

Florence, AL 35634

Mailing Address

(256) 757-7473

fastquotes@adcopipe.com

Representative

Phone/Fax

# **BID SPECIFICATIONS & CONDITIONS**

The bid shall include delivery and transportation to a job site within Cullman County, or at either Cullman County Road Department maintenance yards located at 2883 Hwy 69 North, and 3190 County Rd 438, or be available at a local yard for pick up.

### Minimum Standards:

Pipe must be high density polyethylene (HDPE) pipe.

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All pipe lengths will be at least 20"

Pipe must be delivered or available locally within 48 hours of order entry

Pipe size all round	Delivered price per foot	Picked up price per foot at local yard with in county
15"	\$13.33	NO BID
18"	\$17.24	NO BID
24"	\$31.02	NO BID
30"	\$44.02	NO BID
36"	\$54.45	NO BID
42"	\$74.67	NO BID
48"	\$92.30	NO BID
54"	N/A	N/A
50"	\$166.40	NO BID

Bid is effective for one year from date of award. If mutually agreeable between both parties the Cullman County Commission may extend the bid period in one year increments for up to three years.

# COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT

(ACT 2011-535. AS AMENDED BY ACT 2012-491)

By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. The Contractor is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control

### **INVITATION TO BIDDERS**

The Cullman County Commission will be receiving bids until 10:00 a.m., Monday, October 18, 2021 in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for corrugated plastic pipe for the Cullman County Road Dept. and various municipalities in Cullman County. At this time sealed bids will be publicly opened and read aloud.

This bid will be a cooperative bid between the Cullman County Commission and the following municipalities located within Cullman County.

Town of Good Hope, Town of Colony, Town of Garden City, Town of Dodge City, Town of Holly Pond, Town of Baileyton, Town of Fairview, Town of West Point, City of Hanceville, Cullman County Board of Education, City of Cullman, and the Town of Berlin.

The award of this bid will be made by the Cullman County Commission of behalf of all indicated governmental entities.

Each participating governmental entity will be responsible for issuing its own purchase orders, delivery instructions, invoicing, insurance requirements, and issue its own tax exemption certificates as required by vendors.

The Cullman County Commission reserves the right to reject any and/or all bids and to waive any formalities in the bidding.

Ferguson Waterworks
Company
29639 Old HWY 20 Madison, AL 35756
Mailing Address
256-258-5009
Phone/Fax
Hugh Nash
Representative

### **BID SPECIFICATIONS & CONDITIONS**

The bid shall include delivery and transportation to a job site within Cullman County, or at either Cullman County Road Department maintenance yards located at 2883 Hwy 69 North, and 3190 County Rd 438, or be available at a local yard for pick up.

### Minimum Standards:

. . . . . . . . . . . . .

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Pipe must be corrugated annular on exterior

Pipe must have integral smooth interior

Pipe must have integral bell and spigot ends meeting AASHTO M294.

All pipe lengths will be at least 20"

Pipe must be delivered or available locally within 48 hours of order entry

Pipe size all	Delivered price per	Picked up price per foot at local yard with in
round	foot	county
15"	\$12.24	\$12.24
18"	\$15.83	\$15.83
24"	\$28.50	\$28.50
30"	\$40.44	\$40.44
36"	\$50.02	\$50.02
42"	\$68.59	\$68.59
48"	\$84.79	\$84.79
54"		
60"	\$152.85	\$152.85

Bid is effective for one year from date of award. If mutually agreeable between both parties the Cullman County Commission may extend the bid period in one year increments for up to three years.

## COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT

(ACT 2011-535. AS AMENDED BY ACT 2012-491)

By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. The Contractor is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control

### INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 10:00 a.m., Monday, October 18, 2021, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for emulsified asphalt for the Cullman County Road Dept. and various municipalities in Cullman County. At this time sealed bids will be publicly opened and read aloud. The County Commission reserves the right to reject any/or all bids and to waive any formality in the bidding.

This bid will a cooperative bid between the Cullman County Commission and the following municipalities located within Cullman County. Town of Good Hope, Town of Colony, Town of Garden City, Town of Dodge City, Town of Holly Pond, Town of Baileyton, Town of Fairview, Town of West Point, City of Hanceville, Cullman County Commission on Education, City of Cullman, and the Town of Berlin. Each participating governmental entity will be responsible for issuing its own purchase orders, deliver instructions, invoicing, insurance requirements, and issue its own tax exemption certificates as required by vendors.

ITEMS	DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID PRICE PER GALLON	EXTENDED PRICE
Α.					
Emulsified	Rapid Set, Grade	Gal.	50,000 Gal.	\$2.56	\$128,000
Asphalt	CHF RS-2P				
В.					
Emulsified	Rapid Set, Grade	Gal.	500,000 Gal.	\$1.96	\$980,000
Asphalt	CRS2		Professional State Control (Section Section Se		, , , , , , , ,
C.					
Emulsified	Rapid Set, Grade	Gal.	200,000 Gal.	\$2.28	\$456,000
Asphalt	CRS-2P			Ψ2.20	Ψ-100,000
		Total Bid (Based of Quantities)	on Estimated		\$1,564,000

FOB various job sites in Cullman County, as needed for a period of one (1) year beginning with the date of award. Bid may be extended up to three (3) years in one (1) year increments if mutually agreeable by the Cullman County Commission and the successful bidder. Estimated quantities shown are for bid purposes only and do not reflect actual quantities to be ordered.

This material shall conform to requirements of Section 804 & 401 Bituminous Surface Treatment, ALDOT Standard Specifications for Highway Construction, Current edition. This material must be compatible with the stone that Cullman County uses.

Prices of materials on contracts developed from this inquiry will also be adjusted, plus or minus, based on the ALDOT "Asphalt Index" as shown in ALDOT's "2008 Standard Specifications for Highway Construction" Section 109.03(e). This index may be found on the internet at <a href="www.dot.state.us">www.dot.state.us</a> under Construction Bureau. Price adjustment will be made in the following manner. It is agreed that a ton of Liquid Asphalt, for purpose of price adjustments to the contract shall equal 235 gallons (8.51 lbs. per gallon). The "Index" effective for month and year at the time of contract award shall establish a base index to which price adjustment plus or minus will be made.

Invoices for asphalt adjustment payments are to be submitted after delivery of the original amount of tonnage stated on purchase orders and then after delivery of each subsequent modification. The price adjustment will be computed for payment and adjustment payment made based on these particular months "Index" delivery was made provided the "Index" had changed by at least 5% plus or minus for the Base Index. The actual amount of adjustment payment increases or decreases will be determined by multiplying the increase or decrease of the months "Index" from the Base Index, by the amount in gallons of Liquid Asphalt shown on the invoice(s).

Cullman County will make every effort to expedite unloading of material at job site. It is understood that some shipments will unload quicker than the successful bidder has figured in his bid price, some slower. Also, periodically the asphalt delivery tanker will not be on time resulting in substantial down time for our paving crew. All things being equal we are of the opinion this will all balance. Subsequently, all material purchased under this bid shall be delivered to Cullman County with no "Demurrage Charges" attached.

Submittal of bid signifies the company indicated below agrees to the above statements.

Bid will be awarded to the lowest "Total Bid" received from a responsible bidder. Any questions regarding this bid should be directed to County Engineer Bryan Cheatwood at (256) 796-1336.

Ergon Asphalt & Emulsions (205) 436-3413 / (205) 436-3404
Phone/Fax

7890 Birmingport Road

Mailing Address

Representative

Anthony Quattlebaum, Area Sales Manager Mulga, AL 35118

1. Quoted prices are tied to October 2021 ALDOT Index and will adjust monthly with any changes in Index.

2. Federal Environmental Fee: \$0.0015/gallon.

3. Pump Charge: \$85 - if needed.

4. Drop Tanker: \$500/mo (30 days); \$125/wk thereafter.