

CULLMAN COUNTY COMMISSION AGENDA
February 15, 2022

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 January 25, 2022 Meeting, appropriations, expenditures, personnel actions, payroll, and requisitions and approve all journal entries to be posted
4. Public Comments/Updates
5. **NEW BUSINESS**
 - A. Recognition: Peggy Smith receiving the David R. Echols Distinguished Service Award
 - B. Proclamation: Teen Dating Violence Awareness Month "Talk About It"
 - C. Proclamation: Nineteenth Annual Sportsman Lake Christmas Lights Display
 - D. Public Hearing: Consider Vacating a portion of County Road 630 Cullman, Alabama
 - E. Resolution 2022-25: Vacate a portion of County Road 630 Cullman, Alabama
 - F. Authorize Chairman Clemons and County Engineer Bryan Cheatwood to sign Blanket Right-Of-Way Deed for County Road 630 Cullman, Alabama
 - G. Resolution 2022-26: Consider policy for inmate medical payments
 - H. Resolution 2022-27: Adoption of the United States Congressional Districts official map and legal description by and through Act # 2021-555
 - I. Resolution 2022-28: Participate in the Joint Bidding Program for members of Investing Alabama Counties
 - J. Resolution 2022-29: Designation of a program Director for projects funded with the County's American Rescue Plan Act fiscal recovery funds
 - K. Resolution 2022-30: Authorize Cullman County Economic Development to submit an application for funding assistance through Alabama Emergency Management Agency's Hazardous Mitigation Grant Program for bridge replacement on County Road 986, County Road 1273, County Road 1352, County Road 1427, County Road 1447, and County Road 1508 and authorize Chairman Clemons to sign related paperwork
 - L. Resolution 2022-31: Authorizing Commission to join the State of Alabama and other local Governments as participants in the Endo Settlement and authorize Commission to sign all related paperwork
 - M. Amend item M from January 25, 2022, meeting to reflect: 90 PTO HP instead of 95 PTO Massey Ferguson tractors from State Bid no price change Model # 5711
 - N. Amend item N from the January 25, 2022, meeting to reflect the purchase of four Land Pride PTO rotary mowers from Sourcewell Cooperative at \$19,115.66 each resulting in no change to the total of \$76,462.64 for the Road Department and authorize Chairman Clemons to sign all related paperwork

- O.** Consider the purchase of one 2022 Etnyre Centennial Black-Topper Asphalt Distributor 2,000 gallon to be purchased from ACCA Joint Bid at \$223,679 and authorize Chairman to sign all related paperwork
- P.** Consider the purchase of one 20-foot 12-inch auger Etnyre Chipsreader to be purchased from ACCA Joint Bid at \$370,361.90 and authorize Chairman to sign all related paperwork
- Q.** Consider approval of contract between the Cullman County Commission and Post Panda and authorize Chairman to sign related documents
- R.** Consider the purchase of Election Reporting Management computer in the amount of \$3,694 through the Help America Vote Act Funds
- S.** Consider agreement with JMR+H for Architectural and Engineering Services for Courthouse Ventilation Project and authorize Chairman to execute all documents
- T.** Consider authorizing Cullman County Attorney to File Complaints against guests for violating campsites policies (item M and N) approved October 19, 2021
- U.**
- V.** Consider the purchase of Gate System for Smith Lake Park to be purchased from Gorrie-Reagan in the amount of \$23,201.00
- W.** Consider allocation to Cullman County Hazmat Team of \$15,000 for purchase of equipment
- X.** Authorize the Commission to appoint Gaither Mills for Deputy Coroner
- Y.** Authorize the Commission to reappoint Ginger Hicks to the Regional Housing Authority Board for a 5-year term to expire 2/2027
- Z.** Authorize Commissioner Marchman to appoint Brian Monk to the Veteran's Memorial Park Advisory Board to replace Wiley Kitchens
- AA.** Proposed plat Arrowhead Creek Subdivision. A minor subdivision containing 6 Lots located on County Road 515
- BB.** Proposed plat Crooked Crane Subdivision. A minor subdivision containing 16 Lots located on County Road 936
- CC.** Proposed plat Pointe Sixteen subdivision. A major subdivision containing 74 Lots located off County Road 204
- DD.** Bid # 1374: Award bid to Pepsi for the parks located at Smith Lake, Sportsman Lake, Clarkson Covered Bridge, Stony Lonesome OHV Park, and Cullman County Ag. Center
- EE.** Bid # 1375: Reject and rebid Fireworks for 2022
- 6.** The next Commission Work Session will be Tuesday, March 15, 2022, at 4:00 p.m. in the Commission Meeting Room
- 7.** The next Commission Meeting will be Tuesday, March 15, 2022, at 6:00 p.m. in the Commission Meeting Room
- 8.** Adjourn

CULLMAN COUNTY COMMISSION MEETING
February 15, 2022

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 Attorney Emily Johnston, County Administrator John Bullard, and County Engineer Bryan Cheatwood. Winford Haynes gave the invocation. Kelly Duke led the Pledge of Allegiance.

APPROVE THE MINUTES OF THE JANUARY 25, 2022 MEETING, 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 January 25, 2022, Meeting, appropriations, expenditures, personnel actions, payroll, and requisitions and approve all journal entries to be posted. Commissioner Marchman seconded. The motion passed on a unanimous voice vote.

PUBLIC COMMENTS/UPDATES

Ted Eaton addressed the Commission about concerns with Pointe Sixteen Subdivision going up on County Road 204. Mr. Eaton stated County Road 204 has a base of 13 feet wide and roadbed within just two-tenths of a mile from the entrance to the proposed plat Pointe Sixteen Subdivision. Mr. Eaton stated this is a safety factor. There are four blind curves and four major drain culverts underneath this road. The roadway does not accommodate two-way traffic, and this roadway is totally unsafe and not adequate to handle this kind of construction traffic for the next couple of years. We are asking the Commission to delay approval of this subdivision until a study can be made on this road and a discussion can be made with the developer to find an alternate entrance to this proposed subdivision other than County Road 204. County Engineer Bryan Cheatwood thanked Mr. Eaton for bringing these issues to our attention. As we spoke in the Work Session, we will make improvements to this roadway. Especially replacing some of these culverts and try to move back some of the shrubbery, trees, and debris along the side of the roadway to help improve sight distance along the curves. After inspection of this roadway, there is a need for improvements for the safety conditions of this roadway.

Brian Monk addressed the Commission and stated he is the Commander of the VFW in Cullman. Mr. Monk thanked the County for what they have done for Veterans. The last three weeks we have saved four Veterans' lives. In the last two months, we have spent well over \$3,000 helping feed and house Veterans. Commissioner Marchman stated we have a great VFW here. I am also a member, and Brian does a great job. Chairman Clemons gave an update on Cullman County water. Chairman stated we would be able to maintain the good financial condition of the water department and not raise rates this year. This is an accomplishment because of inflation is so high. We appreciate the hard work of Randall Waldrop and his staff at the Cullman County Water Department and everyone who has worked together to keep rates low. It is very important to our citizens, farmers, and businesses to keep our water rates as low as possible and keep our Water Department in good financial condition. Commissioner Marchman stated I think this is the first time in the last twelve years that rates have not increased. This is a positive thing.

Commissioner Marchman addressed the Commission and stated he had a death in the family. His Father-in-law passed away, and the Commission stepped up and sent flowers, and I just want to thank everyone at the Commission and everybody for their outpouring of support. My wife wanted me to relay to everyone that she appreciated everything.

NEW BUSINESS

Recognition: Peggy Smith receiving the David R. Echols Distinguished Service Award

County Administrator John Bullard read the Proclamation to Peggy Smith. Ms. Smith Thanked everyone. Ms. Smith stated this it is truly an honor to receive this award. But honestly, it has been a partnership between the County Economic Development Office and the City Economic Development Office. I am honored to be a small part. Commissioner Marchman made a motion to approve the Recognition: Peggy Smith receiving the David R. Echols Distinguished Service Award. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Proclamation: Teen Dating Violence Awareness Month "Talk About It"

County Administrator John Bullard read the Proclamation. Prevention Educator for Victim Services Olivia Wyatt accepted the Proclamation. Commissioner Watson made a motion to approve the Proclamation: Teen Dating Violence Awareness Month "Talk About It ." Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

Proclamation: Nineteenth Annual Sportsman Lake Christmas Lights Display

County Administrator John Bullard read the Proclamation. Park Director Doug Davenport accepted the Proclamation. Chairman Clemons thanked Mr. Davenport for all he does at the Parks across Cullman County. Commissioner Marchman made a motion to approve the Proclamation: Nineteenth Annual Sportsman Lake Christmas Lights Display. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Public Hearing: Consider Vacating a portion of County Road 630 Cullman, Alabama

Commissioner Watson made a motion to open the Public Hearing. Commissioner Marchman seconded.

County Attorney Emily Johnston addressed the Commission and stated we had had a petition from two property owners that would like to vacate a portion of County Road 630. There will also be a turnaround for utility vehicles, school buses, mail carriers, etc. All the abutting and adjoining landowners have joined in on the petition. I have not received any notice from anyone who is opposed to the vacation.

Ms. Johnston asked County Engineer Bryan Cheatwood if he had received any opposition?

Mr. Cheatwood stated no.

Ms. Johnston stated the Public Hearing Notice had been posted on the bulletin board. All the Utility providers and the surrounding landowners were notified of the Public Hearing.

Ms. Johnston asked County Engineer Bryan Cheatwood how the turnaround would impact everyone along this roadway?

Mr. Cheatwood replied, given the current condition, it will improve or provide an approved service for the citizens and the services that use the roadway.

County Attorney Emily Johnston asked the Chairman to open the floor for any of the citizens if they have any comments or would wish to speak to this portion of County Road 630.

Chairman Clemons opened the floor to anyone here to speak about County Road 630?

Thomas Weems addressed the Chairman and stated I am the petitioner, and I feel the turnaround will improve the situation for the residents. As primary landowner, it does not affect anyone else.

County Attorney Emily Johnston stated Mr. Chairman if there is no opposition, I would like to ask the Commission to close the Public Hearing, and if you are in favor of the vacation of this portion of the road that you move to adopt the resolution.

Commissioner Watson made a motion to close the Public Hearing. Commissioner Marchman seconded. Upon a unanimous voice vote, the motion carried.

Resolution 2022-25: Vacate a portion of County Road 630 Cullman, Alabama

Commissioner Marchman made a motion to approve Resolution 2022-25: Vacate a portion of County Road 630 Cullman, Alabama. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Authorize Chairman Clemons and County Engineer Bryan Cheatwood to sign Blanket Right-Of-Way Deed for County Road 630 Cullman, Alabama

Commissioner Watson made a motion to authorize Chairman Clemons and County Engineer Bryan Cheatwood to sign Blanket Right-Of-Way Deed for County Road 630 Cullman, Alabama. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

Resolution 2022-26: Consider policy for inmate medical payments

County Administrator John Bullard stated this item was carried over from last month. We had a discussion last month about a set rate to pay in inmate medical payments because inmates are considered an indigent population. The questions that were raised last month caused us to go back and relook at what was proposed. We had a meeting with Southern Health Partners, and the recommendation from that meeting was to base the rate on current procedural terminology codes. Every bill we receive has a procedure terminology code so that any procedure that is done is listed there, and we will be paying 30 percent of that procedural code. Southern Health Partners said this would be a preferable option than trying to contract with every provider we use. Set the rate, and if there are any discrepancies, we will bring it back to the Commission. The rate will be a little more than Medicaid rate and around Medicare rate. Commissioner Marchman made a motion to approve Resolution 2022-26: Consider policy for inmate medical payments. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Resolution 2022-27: Adoption of the United States Congressional Districts official map and legal description by and through Act # 2021-555

County Attorney Emily Johnston addressed the Commission and stated in our last meeting that adopting the Congressional Districts map was put on hold because the Congressional Districts were appealed to higher courts. Due to the closeness of the election, the Supreme Court ruled that the map needed to go through as-is. The map has already been passed at the State level. This is just to acknowledge it on the local level.

Commissioner Marchman stated does this allow them to set up precincts?

County Attorney Emily Johnston stated this does not change any precinct.

Commissioner Watson made a motion to approve Resolution 2022-27: Adoption of the United States Congressional Districts official map and legal description by and through Act # 2021-555. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

Resolution 2022-28: Participate in the Joint Bidding Program for members of Investing Alabama Counties

County Administrator John Bullard explained this is a joint meeting program just for the Investing in Alabama members. It will work like how the ACCA joint bid process works. We just need the resolution to be able to participate. Commissioner Marchman made a motion to approve Resolution 2022-28: Participate in the Joint Bidding Program for members of Investing Alabama Counties. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Resolution 2022-29: Designation of a program Director for projects funded with the County's American Rescue Plan Act fiscal recovery funds

County Administrator John Bullard addressed the Commission and stated this is a resolution stating that the program director will be responsible for the expenditure of the funds and be the contact person to work with Investing in Alabama Counties and the U.S. Treasury. Any funds would still have to be appropriated by the Commission, and projects would have to be approved by the Commission. Commissioner Watson made a motion to approve Resolution 2022-29: Designation of a program Director for projects funded with the County's American Rescue Plan Act fiscal recovery funds. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

Resolution 2022-30: Authorize Cullman County Economic Development to submit an application for funding assistance through Alabama Emergency Management Agency's Hazardous Mitigation Grant Program for bridge replacement on County Road 986, County Road 1273, County Road 1352, County Road 1427, County Road 1447, and County Road 1508 and authorize Chairman Clemons to sign related paperwork

Cullman County Economic Development Director Bradley Williams stated this is hazardous mitigation money. We have been approved this year. This resolution will give us the authorization, with the Commission's approval, to apply again this year. These six roads would hold over a little over a million dollars with estimates. This will be a 75/25 split with the state. These are roads for the mitigation plan to reduce flooding on these bridges.

Commissioner Marchman stated, is this mitigation to prepare the road or just the bridges?

County Engineer Bryan Cheatwood stated this would improve the bridges and improve some drainage issues.

Commissioner Marchman made a motion to approve Resolution 2022-30: Authorize Cullman County Economic Development to submit an application for funding assistance through Alabama Emergency Management Agency's Hazardous Mitigation Grant Program for bridge replacement on County Road 986, County Road 1273, County Road 1352, County Road 1427, County Road 1447, and County Road 1508 and authorize Chairman Clemons to sign related paperwork. Commissioner Watson seconded. Upon a unanimous voice vote, the motion carried.

Resolution 2022-31: Authorizing Commission to join the State of Alabama and other local Governments as participants in the Endo Settlement and authorize Commission to sign all related paperwork

County Attorney Emily Johnston stated this is a part of the ongoing litigation in a class action dealing with the opioid epidemic. The State of Alabama is not part of the class action. There are some parts that have been carved out, and this is one of them. The Commission will receive roughly \$118,000. There are certain stipulations attached as to how that money can be spent. It must be used for handling the opioid crisis we have in Cullman County. Commissioner Watson made a motion to approve Resolution 2022-31: Authorizing Commission to join the State of Alabama and other local Governments as participants in the Endo Settlement and authorize Commission to sign all related paperwork. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

Amend item M from January 25, 2022, meeting to reflect 90 PTO HP instead of 95 PTO Massey Ferguson tractors from State Bid no price change Model # 5711

County Administrator John Bullard addressed the Commission and stated this is an amendment to correct the type of tractor to a 90 PTO. This is just to clarify there is no price change. We also added the model number for clarification for the minutes. Commissioner Marchman made a motion to Amend item M from January 25, 2022, meeting to reflect 90 PTO HP instead of 95 PTO Massey Ferguson tractors from State Bid no price change Model # 5711. Commissioner Watson seconded. Upon a unanimous voice vote, the motion carried.

Amend item N from the January 25, 2022, meeting to reflect the purchase of four Land Pride PTO rotary mowers from Sourcewell Cooperative at \$19,115.66 each resulting in no change to the total of \$76,462.64 for the Road Department and authorize Chairman Clemons to sign all related paperwork

County Administrator John Bullard explained this amendment is to clarify the minutes. The total is still the same for last month, \$76,462.64, but this total is for four of the Land Pride rotary mowers instead of two. The individual price is corrected in this amendment. Commissioner Watson made a motion to Amend item N from January 25, 2022, meeting to reflect the purchase of four Land Pride PTO rotary mowers from Sourcewell Cooperative at \$19,115.66 each, resulting in no change to the total of \$76,462.64 for the Road Department and authorize Chairman Clemons to sign all related paperwork. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

Consider the purchase of one 2022 Etnyre Centennial Black-Topper Asphalt Distributor 2,000 gallon to be purchased from ACCA Joint Bid at \$223,679 and authorize Chairman to sign all related paperwork

Facilities and Equipment Manager Shane Bailey addressed the Commission and stated this came in as a request from the Cullman County Road Department. We are going to try to retain property we already have. This is a purchase for the road department to upgrade more equipment. Commissioner Marchman made a motion to approve the purchase of one 2022 Etnyre Centennial Black-Topper Asphalt Distributor 2,000 gallon to be purchased from ACCA Joint Bid at \$223,679 and authorize Chairman to sign all related paperwork. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Consider the purchase of one 20-foot 12-inch auger Etnyre Chipspreader to be purchased from ACCA Joint Bid at \$370,361.90 and authorize Chairman to sign all related paperwork

Facilities and Equipment Manager Shane Bailey stated this purchase would be for the Road Department. Commissioner Watson made a motion to approve the purchase of one 20-foot 12-inch auger Etnyre Chipspreader to be purchased from ACCA Joint Bid at \$370,361.90 and authorize Chairman to sign all related paperwork. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

Consider approval of contract between the Cullman County Commission and Post Panda and authorize Chairman to sign related documents

Park Manager Doug Davenport explained this is the same group we have used in the last couple of years. Every entertainer we get for a festival must be E-Verified and have a W-9. This agreement is for Memorial Day, Fourth of July, and two days during the Sweet Potato Festival. Post Panda will pick the entertainment, and we will pick the bands from the list we are provided within our price range. The cost will be the same as last year. Commissioner Marchman made a motion to approve the contract between the Cullman County Commission and Post Panda and authorize Chairman to sign related documents. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Consider the purchase of Election Reporting Management computer in the amount of \$3,694 through the Help America Vote Act Funds

County Administrator John Bullard stated the Secretary of State Office sent this to the Probate Office. There are federal funds available for these computers. We have already received \$3,694 into the Help America Vote Act fund, and now we would issue a PO for us to pay. Commissioner Watson made a motion to approve the purchase of Election Reporting Management computer in the amount of \$3,694 through the Help America Vote Act Funds. Commissioner Marchman seconded. Upon a unanimous voice vote, the motion carried.

Consider agreement with JMR+H for Architectural and Engineering Services for Courthouse Ventilation Project and authorize Chairman to execute all documents

County Administrator John Bullard explained this is a follow-up on last month's information on the ventilation project. We have been discussing this agreement with JMR+H and Investing in Alabama Counties. This would engage their services for architectural and engineering services to design, bid out, and see through the construction for ventilation in the courthouse. There will be specific benchmarks that they would give us estimates on. Given those estimates, we could then decide if the bids were out of line with those estimates, then we would be billed based on the estimates if we decided not to proceed. I do not see us getting into that situation, but we want to make sure we have safeguards. This is based on a standard base rate fee schedule with a twelve basis point discount. There is a percentage of 7% after that discount. Commissioner Marchman made a motion to approve the agreement with JMR+H for Architectural and Engineering Services for Courthouse Ventilation Project and authorize Chairman to execute all documents. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Consider authorizing Cullman County Attorney to File Complaints against guests for violating campsite policies(item M and N) approved October 19, 2021

Commissioner Watson made a motion to authorize Cullman County Attorney to File Complaints against guests for violating campsite policies(item M and N) approved October 19, 2021. Commissioner Marchman seconded, and the motion passed on a unanimous voice vote.

Agenda Item U. was a typo. There was no item to discuss

Consider the purchase of Gate System for Smith Lake Park to be purchased from Gorrie-Reagan in the amount of \$23,201.00

Park Director Doug Davenport addressed the Commission and stated this is a gate system that will ensure the safety of the campers and stop some of the activity going on after hours. This will also keep noncampers from coming into the park.

Chairman Clemons stated I truly believe this will help cut down on the criminal activity, burglaries, thefts, and criminal mischief in the park. Commissioner Watson made a motion to approve the purchase of Gate System for Smith Lake Park to be purchased from Gorrie-Reagan in the amount of \$23,201.92. Commissioner Marchman seconded. Upon a unanimous voice vote, the motion carried.

Consider allocation to Cullman County Hazmat Team of \$15,000 for purchase of equipment

County Administrator John Bullard stated this is a conversation we have had with the Hazmat Team. The Hazmat Team has several departments and serves all of Cullman County. The team would like to buy a piece of equipment. They would like the Commission to fund \$15,000, and they will match that amount.

Commissioner Marchman made a motion to approve the allocation to Cullman County Hazmat Team of \$15,000 for the purchase of equipment. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Authorize the Commission to appoint Gaither Mills for Deputy Coroner

Coroner Jeremy Kilpatrick addressed the Commission and stated he has two Deputy Coroner's whose work schedule has changed. Due to the change, they are only able to help on the weekends. I have training in the upcoming months out of town. Mr. Mills has approached me and expressed his interest in helping the coroner's office. Currently the pay rate is \$20 a day. \$25 a call-out. By current law, it will come out of my salary.

Chairman Clemons stated we appreciate someone stepping up to help. It is a tough job. We appreciate it.

Commissioner Watson made a motion to Authorize the Commission to appoint Gaither Mills for Deputy Coroner. Commissioner Marchman seconded, and the motion passed on a unanimous voice vote.

Authorize the Commission to reappoint Ginger Hicks to the Regional Housing Authority Board for a 5-year term to expire 2/2027

Commissioner Marchman made a motion to Authorize the Commission to reappoint Ginger Hicks to the Regional Housing Authority Board for a 5-year term to expire 2/2027. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Authorize Commissioner Marchman to appoint Brian Monk to the Veteran's Memorial Park Advisory Board to replace Wiley Kitchens

Commissioner Marchman thanked Bryan. A lot of the committees we appoint people to do not get recognition for what they do.

Chairman Clemons stated I want to thank you for what you do for our Veterans. You are amazing. Thank you so much. Commissioner Watson made a motion to Authorize Commissioner Marchman to appoint Brian Monk to the Veteran's Memorial Park Advisory Board to replace Wiley Kitchens. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

Proposed plat Arrowhead Creek Subdivision. A minor subdivision containing 6 Lots located on County Road 515

County Engineer Bryan Cheatwood addressed the Commission and stated per our staff's inspections and reviews of the plat, it does meet our current subdivision regulations. I do recommend the approval of this preliminary plat.

Commissioner Marchman stated these plats we are approving is the plat that they have submitted for that construction area?

County Engineer Bryan Cheatwood stated yes, sir.

Commissioner Marchman stated we are not approving anything else than just the plat that has been presented?

Mr. Cheatwood stated they meet all the regulations laid out in the subdivision regulations.

Commissioner Marchman made a motion to approve Proposed plat Arrowhead Creek Subdivision. A minor subdivision containing 6 Lots located on County Road 515. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Proposed plat Crooked Crane Subdivision. A minor subdivision containing 16 Lots located on County Road 936

County Engineer Bryan Cheatwood stated this subdivision preliminary plat does meet our current regulations, and I do recommend the approval of this plat. Commissioner Watson made a motion to approve the Proposed plat Crooked Crane Subdivision. A minor subdivision containing 16 Lots located on County Road 936. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

Proposed plat Pointe Sixteen subdivision. A major subdivision containing 74 Lots located off County Road 204

County Engineer Bryan Cheatwood explained this subdivision preliminary plat does meet our current regulations, and we will work to address the concerns of the residents that have expressed their concerns here today. Mr. Cheatwood stated I do recommend the approval of this preliminary plat. Commissioner Marchman made a motion to approve the Proposed plat Pointe Sixteen subdivision. A major subdivision containing 74 Lots located off County Road 204. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Bid # 1374: Award bid to Pepsi for the parks located at Smith Lake, Sportsman Lake, Clarkson Covered Bridge, Stony Lonesome OHV Park, and Cullman County Ag. Center

Park Director Doug Davenport addressed the Commission and stated we must bid out our soft drinks every three years. It is my recommendation to award the bid to Pepsi this year. Commissioner Watson made a motion to approve Bid # 1374: Award bid to Pepsi for the parks located at Smith Lake, Sportsman Lake, Clarkson Covered Bridge, Stony Lonesome OHV Park, and Cullman County Ag. Center. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

Bid # 1375: Reject and rebid Fireworks for 2022

Park Director Doug Davenport stated we only had one bid and there were missing documents in the bid packet. We would like to reject the only bid and send it back out to bid for the same dollar amount. Commissioner Marchman made a motion to approve Bid # 1375: Reject and rebid Fireworks for 2022. Commissioner Watson seconded. Upon a unanimous voice vote, the motion carried.

WORK SESSION

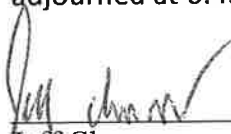
Chairman Clemons announced the next Commission Work Session will be Tuesday, March 15, 2022, at 4:00 p.m. in the Commission Meeting Room

NEXT REGULAR COMMISSION MEETING TUESDAY, MARCH 15, 2022

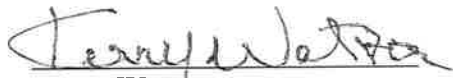
Chairman Clemons announced the next Commission Meeting will be Tuesday, March 15, 2022, at 6:00 p.m. in the Commission Meeting Room

ADJOURN THE MEETING

Commissioner Watson made a motion to Adjourn. Commissioner Marchman seconded. Meeting was adjourned at 6:43 p.m.



Jeff Clemons,
Chairman



Kerry Watson,
Associate Commissioner




Garry Marchman,
Associate Commissioner

Certificate of Recognition

Peggy Smith

In recognition for being awarded the David R. Echols Distinguished
Service Award for Exemplary Service in Economic Development.



Jeff Clemons, Chairman



Kerry Watson, Associate Commissioner



Garry Marchman, Associate Commissioner

CULLMAN COUNTY
COMMISSION
PROCLAMATION

Teen Dating Violence Awareness Month "Talk About It"

WHEREAS, the month of February is Teen Dating Violence Awareness month; and

WHEREAS, 4,105 Teens daily are victims of dating violence; and

WHEREAS, 10% of U.S. teens have been a victim of dating violence; and

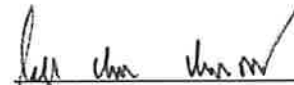
WHEREAS, the goal is to encourage teen and young adults to talk about things that are unhealthy in relationships and be able to understand where to go for help; and

WHEREAS, creating a safe space for these conversations to take place so teens and young adults feel comfortable talking and understand that nothing that occurred was their fault.

WHEREAS, the first step in eliminating Teen Dating Violence is to educate teens. We must work to ensure that all teens and teen parents are aware of this problem, how to spot it, and how to help fix it. We must work together as a community to bring Teen Dating Violence Awareness to the public to be a solution against Teen Dating Violence; and

NOW, THEREFORE, BE IT RESOLVED, that the Cullman County Commission hereby proclaims the month of February 2022, as Teen Dating Violence Awareness Month in Cullman County.


This day 15th of February 2022



Jeff "Clem" Clemons, Chairman

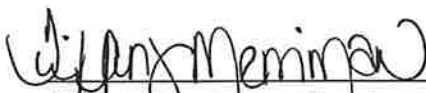


Kerry Watson, Associate Commissioner



Garry Marchman, Associate Commissioner

ATTEST:



Tiffany Merriman, County Clerk

CULLMAN COUNTY
COMMISSION
PROCLAMATION

Nineteenth Annual Sportsman Lake Christmas Lights Display

WHEREAS, the Cullman County Commission has prominently displayed Christmas lights at Sportsman Lake Park since 2003; and

WHEREAS, the popularity of the Christmas lights display has grown in popularity each year; and

WHEREAS, during the 2021 Christmas season, 12,604 vehicles passed through Sportsman Lake Park to enjoy the Christmas lights display of almost million lights; and

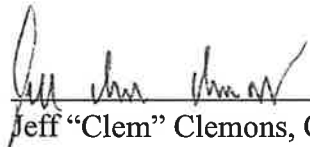
WHEREAS, due to the vision and diligent leadership of Parks & Recreation Director, Doug Davenport, scores of families were able to create timeless holiday memories at Sportsman Lake Park while enjoying colorful Christmas lights, festive train rides, sleigh rides, hot cocoa, and visits with Santa Claus; and

WHEREAS, the employees of the Cullman County Parks & Recreation Department expended tireless efforts while transforming Sportsman Lake Park into a magical Winter Wonderland; and

WHEREAS, the Cullman County Commission, on behalf of the citizens of Cullman County, does issue this Proclamation to recognize and congratulate the Cullman County Parks & Recreation Department for their successful Christmas Lights Display at Sportsman Lake Park.

NOW, THEREFORE, BE IT RESOLVED, that the Cullman County Commission hereby proclaims the .

This 15th day of February 2022


Jeff "Clem" Clemons, Chairman


Kerry Watson, Associate Commissioner


Garry Marchman, Associate Commissioner

ATTEST:


Tiffany Merriman, County Clerk

Cullman County Commission

Resolution NO.: 2022-25

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:

A portion of a County Road dedicated in the Green Tree Estates Subdivision, said plat being recorded in Map Book 6 Page 41 with a portion being vacation and more particularly described as follows: Commencing at an existing ½" Capped Rebar at the Northwest corner of Lot 40 Green Tree Estates Subdivision; Thence run S00°50'34"W a distance of 52.55 feet to a ½" Capped Rebar Set; Thence run S12°32'43"W a distance of 94.06' feet to a ½" Capped Rebar Set and North Right-of-Way of said County Road; Thence run S82°15'12"E along the Southerly boundary of Lot 40 a distance of 50.05' feet to an existing ½" Capped Rebar on the Northerly boundary and Northeast corner of Lot 42 Green Tree Estates SD Tract 2; Thence run along the Northerly boundary of Lot 42 N82°15'12"W a distance of 49.32' feet to a ½" Capped Rebar Set; Thence run N72°31'09"W along the Northern boundary of Lot 42 and a portion of Lot 43 a distance of 68.34' feet to a ½" Capped Rebar set; Thence run N18°51'15"E a distance of 42.28' feet to the Point of Beginning therein described parcel containing .1 Acres +/-.

Property as described above will be transferred to landowners, Thomas B Weems, Julie McCall Weems.

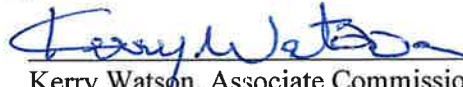
WHEREAS, this vacation shall not deprive other property owners of any right they may have to convenient and reasonable means of ingress and egress to and from their property.

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

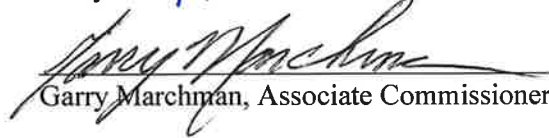
Dated this the 15th day of February 2022



Jeff Clemons, Chairman



Kerry Watson, Associate Commissioner



Garry Marchman, Associate Commissioner

Attest:



Tiffany Merriman, County Clerk

THIS INSTRUMENT PREPARED BY: CULLMAN COUNTY ENGINEER'S OFFICE

Recorded In DEED BK 722 PG 553, 02/18/2022 10:11:14 AM
Tammy Brown, Judge of Probate, Cullman

BLANKET RIGHT-OF-WAY DEED FOR PUBLIC ROAD

STATE OF ALABAMA)
COUNTY OF CULLMAN)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, of the County and State aforesaid, in and for the consideration of the benefit accruing to us and to the public from the maintenance or improvement of a public road through our lands in the County aforesaid, do hereby give and convey unto County aforesaid for a public road; which right-of-way shall be as described herein and referred to as:

COUNTY ROAD 630 TURNAROUND .

General Description:

Parcel 1 of 1: STARTING FROM STATION 3+60 (0+00 LOCATED AT THE INTERSECTION OF CR 627 AND 630) AND COMMENCING SOUTHERNLY APPROXIMATELY 35' FROM THE CENTERLINE OF COUNTY ROAD 630 AT 20' WIDE, 10' EITHER SIDE OF THE CENTERLINE, ALL CONTAINED ON THE SOUTH SIDE OF THE EXISTING RIGHT OF WAY OF COUNTY ROAD 630 AND LOCATED IN SECTION 31, TOWNSHIP 10S, RANGE 02W, CULLMAN COUNTY, ALABAMA.

* See attached Exhibit A


The following clauses are a part of this easement:

"It is agreed that in exchange for the right-of-way of the described turnaround, the Cullman County Commission will vacate 115' length at 50 wide of the East end of the public right-of-way of county road 630 starting from Station 3+95."

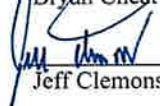
"It is also agreed that easements along all natural drainage locations are hereby granted for purpose of constructing and maintaining inlet and outlet ditches at drainage structures and at locations deemed appropriate by the County Engineer and along front slopes and back slopes for the purpose of constructing and maintaining adequate roadway widths and gradients."

"To have and to hold by County aforesaid, or its assigns, and for and in consideration of the benefit to our property by reason of the maintenance or improvement of said road, we hereby release the County aforesaid, and all of its employees and officers, from all consequential damages, present and prospective, to our property, within said right-of-way, arising out of the improvement, maintenance or repair of said road, and that said road is a benefit to our property is hereby admitted and acknowledged"

APPROVED BY CULLMAN COUNTY COMMISSION:



Bryan Cheatwood, County Engineer



Jeff Clemons, Chairman

2/15/22
Date

2/15/22
Date

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 15th day of February, 2022

DEED REC 504

Owner: Thomas Weems Spouse: Julie Weems Date: 2/15/22

Witness: Miranda Hood

Witness: John M. Zullo

STATE OF ALABAMA)
COUNTY OF CULLMAN)

Before me, Tiffany Meminan, a Notary Public of said State and County aforesaid, personally, appeared Thomas Weems, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself/herself to be the person described in and who executed the foregoing instrument and that he/she executed the foregoing instrument and he/she acknowledged that he/she executed the same.

WITNESS my hand and seal this 15th day of February, 2022

Tiffany Meminan
Notary Public
My Commission Expires:

Owner: Julie Weems Spouse: Thomas Weems Date: 2/15/22

Witness: Miranda Hood

Witness: John M. Zullo

STATE OF ALABAMA)
COUNTY OF CULLMAN)

Before me, Tiffany Meminan, a Notary Public of said State and County aforesaid, personally, appeared Julie Weems, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself/herself to be the person described in and who executed the foregoing instrument and that he/she executed the foregoing instrument and he/she acknowledged that he/she executed the same.

WITNESS my hand and seal this 15th day of February, 2022

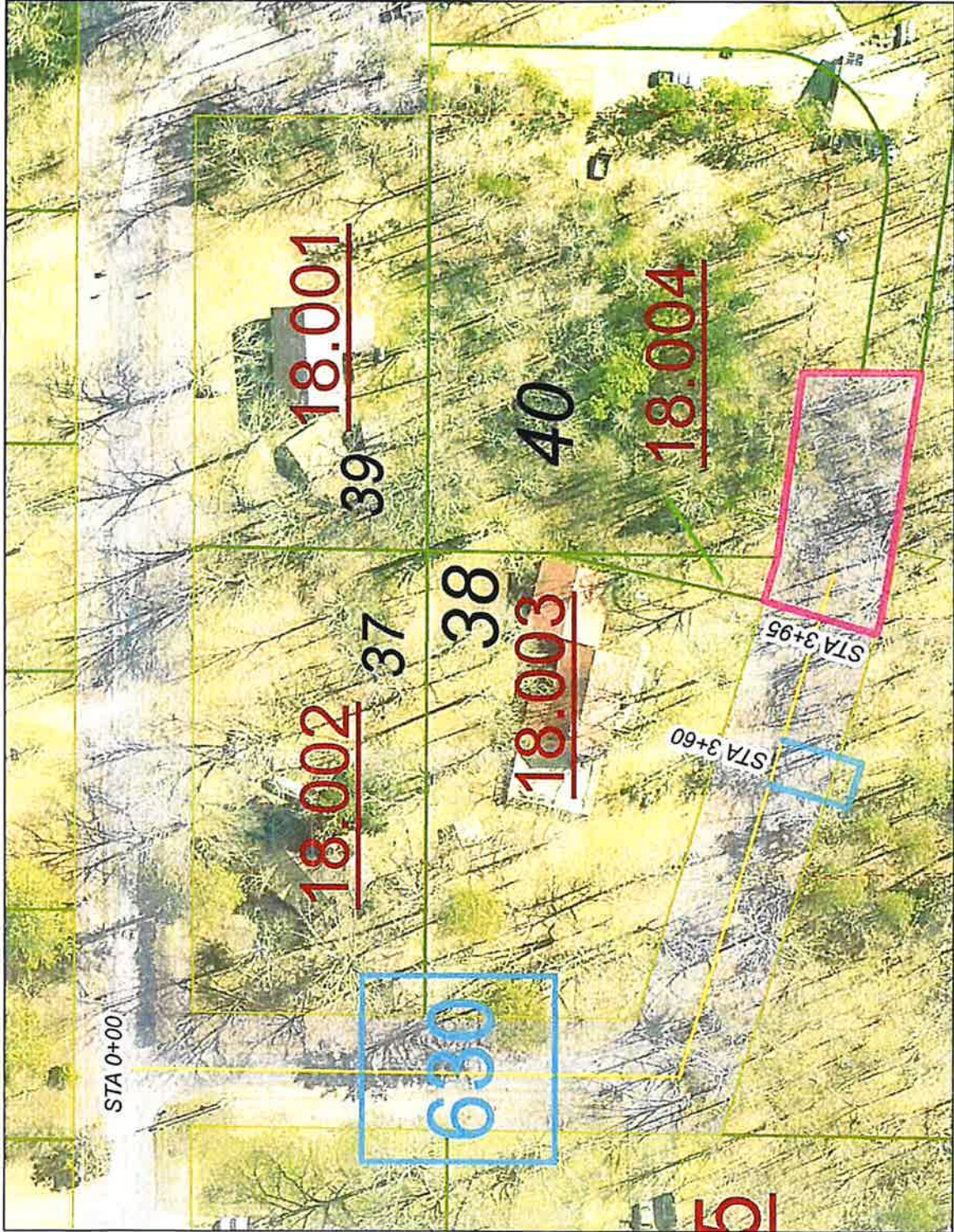
Tiffany Meminan
Notary Public
My Commission Expires:



**VACATION OF PORTION OF
COUNTY ROAD NO. 630
CULLMAN COUNTY, AL**

LEGEND

- Centerline
- Proposed Turnaround
- Vacation



DISCLAIMER
No warranty or representation is made as to the accuracy and completeness of the information shown on this map. The information shown on this map is for informational purposes only and is not intended to be used for any other purpose. The information shown on this map is not a guarantee of accuracy and is not intended to be used for any other purpose. Verification is advised prior to making project commitments.

CULLMAN COUNTY COMMISSION
RESOLUTION NO: 2022-26
RESOLUTION TO SET POLICY FOR INMATE MEDICAL PAYMENTS

WHEREAS, the Cullman County Commission handles the payment for medical care of inmates in the Cullman County Correctional Facility.

WHEREAS, it is the responsibility of the Cullman County Commission to show good stewardship of the taxpayer dollars with which we are entrusted.

WHEREAS, inmates are considered an indigent population and medical care while incarcerated in the Correctional Facility is paid for using taxpayer dollars,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION that the rate paid for inmate medical care, where a contract for payment does not exist, should be paid at thirty percent (30 %) of the billed rate according to the Current Procedural Terminology Code.

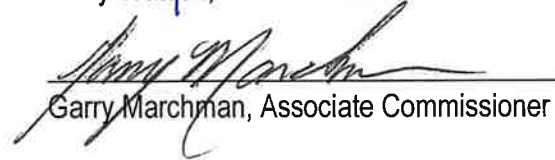
IN WITNESS WHEREOF, the Cullman County Commission has caused this Resolution to be executed on the 15th day of February, 2022.



Jeff Clemons, Chairman



Kerry Watson, Associate Commissioner



Garry Marchman, Associate Commissioner

Attest:



Tiffany Merriman, County Clerk

RESOLUTION NO.: 2022-27

**A RESOLUTION OF THE CULLMAN COUNTY COMMISSION ESTABLISHING
PRECINCTS THROUGH THE ADOPTION OF THE UNITED STATES CONGRESSIONAL
DISTRICTS OFFICIAL MAP AND LEGAL DESCRIPTION BY AND THROUGH ACT # 2021-555
EFFECTIVE NOVEMBER 4, 2021**

BE IT RESOLVED, by the County Commission of Cullman, Alabama as follows:

WHEREAS, pursuant to §17-6-6(a)(1975), as amended, the County Commission of Cullman County, Alabama retains the sole authority to change the configuration, boundaries, or designation of the Voting Precincts in Cullman County, Alabama, and furthermore, any change so determined shall be adopted by resolution; and

WHEREAS, further, pursuant to §17-6-6(b)(1975), as amended, the County Commission of Cullman County, Alabama is authorized to change a precinct only by dividing the precinct into two or more precincts except when in order to make it more convenient for voters to vote, or to facilitate the administration of the election process, or to accomplish reapportionments or when it becomes necessary to consolidate all or part of a precinct; and

WHEREAS, further, pursuant to §17-6-4(1975), as amended, the County Commission of Cullman County, Alabama, is, further, authorized to designate and select a Voting Place for each Voting Precinct; and

WHEREAS, the County Commission of Cullman, Alabama finds that ACT #2021-555 was passed by the Alabama Legislature, and signed into law by the Governor on November 4, 2021, to provide for the reapportionment and redistricting of the state's United States Congressional Districts based on the 2020 federal census and therefore establishing voting precinct districts designating the voting place making it more convenient for voters to vote and facilitate the administration of the election process; and

WHEREAS, Section 17-14-70, Code of Alabama, 1975, relating to the existing CONGRESSIONAL DISTRICTS, is repealed; and

WHEREAS, Section 17-14-70, is added to the Code of Alabama 1975; and

WHEREAS, the boundary descriptions provided by the map shall prevail for counties generated for the map.

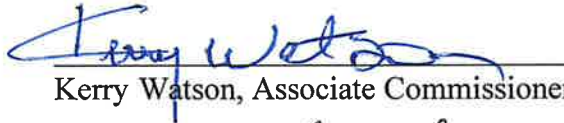
NOW THEREFORE, BE IT RESOLVED, the Cullman County Commission, hereby approves the map and legal description set forth by the Alabama Legislature in Exhibit "A" attached hereto, indicating the map and legal description for the congressional districts for Cullman County, Alabama

NOW THEREFORE, BE IT FURTHER RESOLVED, that as required by §17-6-1(1975) through §17-6-9(1975), the County Commission of Cullman County, Alabama, upon adoption, will file, as forwarded via hand delivery, with the office of Judge of Probate of Cullman County, Alabama, Office of Board of Registrars of Cullman County, Alabama, and via United States Postal Service Certified mail, with the Permanent Legislative Committee on Reapportionment a certified copy of this Resolution together with maps of the applicable areas of the County.

Dated this 15th day of February, 2022.



Jeff Clemons, Chairman



Kerry Watson, Associate Commissioner

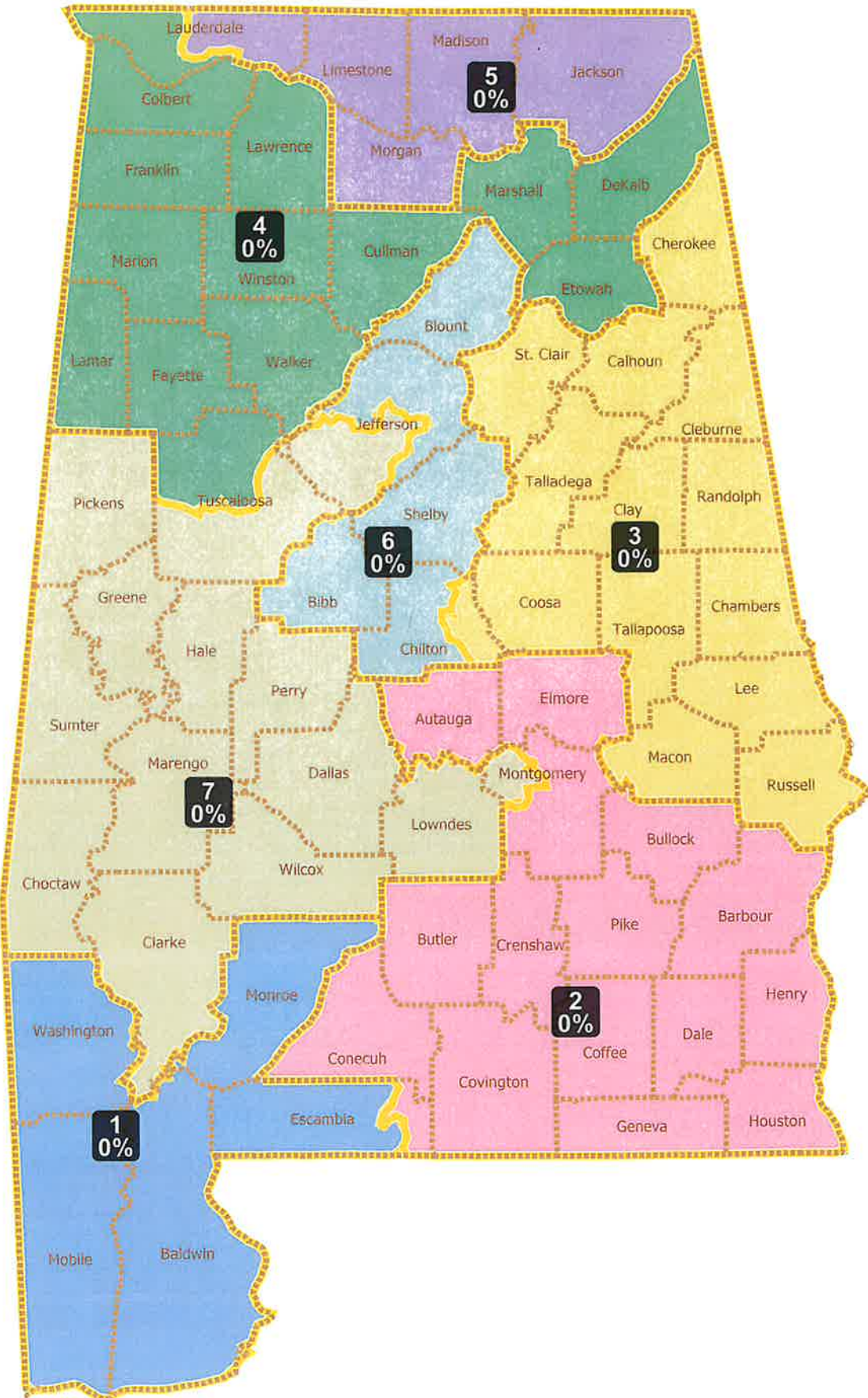


Garry Marchman, Associate Commissioner

Attest:


Tiffany Merriman, County Clerk

Pringle Congressional Plan 1



**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

BOBBY SINGLETON, *et al.*,)
)
Plaintiffs,)
)
v.)
)
JOHN H. MERRILL, *in his*)
official capacity as Alabama)
Secretary of State, et al.,)
)
Defendants.)

Case No.: 2:21-cv-1291-AMM
THREE-JUDGE COURT

EVAN MILLIGAN, *et al.*,)
)
Plaintiffs,)
)
v.)
)
JOHN H. MERRILL, *in his*)
official capacity as Secretary of)
State of Alabama, et al.,)
)
Defendants.)

Case No.: 2:21-cv-1530-AMM
THREE-JUDGE COURT

Before MARCUS, Circuit Judge, MANASCO and MOORER, District Judges.

BY THE COURT:

ORDER ON MOTION TO CLARIFY

During the status conference on January 26, 2022, counsel for Defendant Alabama Secretary of State John H. Merrill requested clarification on whether the

preliminary injunction stays the January 28, 2022 qualification deadline for fourteen days for both congressional elections and other elections, or for congressional elections only. As the court stated during the status conference, the preliminary injunction stayed the qualification deadline for congressional elections only.

The only elections before this court are the congressional elections. Accordingly, the court could not have and did not stay the qualifying deadline applicable to any other elections. The preliminary injunction specifically defines “the Plan” as “Alabama’s 2021 redistricting plan for its seven seats in the United States House of Representatives.” *Singleton* Doc. 88 at 2; *Milligan* Doc. 107 at 2. It did not describe, consider, or make any findings of fact about the state legislative map, challenges to which are pending in another case before another three-judge court: *Thomas v. Merrill*, Case No. 2:21-cv-1531-AMM.

Accordingly, there should be no confusion, but if there is, we expressly clarify that the fourteen-day stay of the January 28, 2022 qualification deadline through February 11, 2022 applies to congressional elections only.

DONE and ORDERED this 26th day of January, 2022.



ANNA M. MANASCO
UNITED STATES DISTRICT JUDGE
for the court

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

BOBBY SINGLETON, <i>et al.</i>,)	
)	
Plaintiffs,)	
)	
v.)	Case No.: 2:21-cv-1291-AMM
)	
JOHN H. MERRILL, <i>in his</i>)	
<i>official capacity as Alabama</i>)	THREE-JUDGE COURT
<i>Secretary of State, et al.</i>,)	
)	
Defendants.)	

EVAN MILLIGAN, <i>et al.</i>,)	
)	
Plaintiffs,)	
)	
v.)	Case No.: 2:21-cv-1530-AMM
)	
JOHN H. MERRILL, <i>in his</i>)	
<i>official capacity as Secretary of</i>)	THREE-JUDGE COURT
<i>State of Alabama, et al.</i>,)	
)	
Defendants.)	

Before MARCUS, Circuit Judge, MANASCO and MOORER, District Judges.

BY THE COURT:

ORDER ON MOTION TO CLARIFY


During the status conference on January 26, 2022, counsel for Defendant Alabama Secretary of State John H. Merrill requested clarification on whether the

preliminary injunction stays the January 28, 2022 qualification deadline for fourteen days for both congressional elections and other elections, or for congressional elections only. As the court stated during the status conference, the preliminary injunction stayed the qualification deadline for congressional elections only.

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Accordingly, there should be no confusion, but if there is, we expressly clarify that the fourteen-day stay of the January 28, 2022 qualification deadline through February 11, 2022 applies to congressional elections only.

DONE and **ORDERED** this 26th day of January, 2022.


ANNA M. MANASCO
UNITED STATES DISTRICT JUDGE
for the court

**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF ALABAMA
 SOUTHERN DIVISION**

MARCUS CASTER, <i>et al.</i>,)	
)	
Plaintiffs,)	
)	
v.)	Case No.: 2:21-cv-1536-AMM
)	
JOHN H. MERRILL, <i>in his</i>)	
<i>official capacity as Alabama</i>)	
<i>Secretary of State, et al.</i>,)	
)	
Defendants.)	

ORDER ON MOTION TO CLARIFY


During the status conference on January 26, 2022, counsel for Defendant Alabama Secretary of State John H. Merrill requested clarification on whether the preliminary injunction stays the January 28, 2022 qualification deadline for fourteen days for both congressional elections and other elections, or for congressional elections only. As the court stated during the status conference, the preliminary injunction stayed the qualification deadline for congressional elections only.

The only elections before this court are the congressional elections. Accordingly, the court could not have and did not stay the qualifying deadline applicable to any other elections. The preliminary injunction specifically defines “the Plan” as “Alabama’s 2021 redistricting plan for its seven seats in the United States House of Representatives.” *See Caster* Doc. 101 at 2; *id.* at 4 (incorporating

Milligan Doc. 107 at 2). It did not describe, consider, or make any findings of fact about the state legislative map, challenges to which are pending in another case before a three-judge court that is not the same as the *Milligan* court: *Thomas v. Merrill*, Case No. 2:21-cv-1531-AMM.

Accordingly, there should be no confusion, but if there is, the court expressly clarifies that the fourteen-day stay of the January 28, 2022 qualification deadline through February 11, 2022 applies to congressional elections only.

DONE and ORDERED this 26th day of January, 2022.


ANNA M. MANASCO
UNITED STATES DISTRICT JUDGE

**RESOLUTION AND AGREEMENT TO PARTICIPATE IN THE JOINT BIDDING PROGRAM FOR
COUNTIES PARTICIPATING IN INVESTING IN ALABAMA COUNTIES, A PROGRAM OF THE
ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA**

Resolution 2022-28

WHEREAS, Section 40-16-50(b), Code of Alabama 1975, authorizes two or more counties in the state to enter into agreements for the joint bidding and purchase of items required to be bid under Alabama's competitive bid law (§§ 41-16-50 *et seq.*, Code of Alabama 1975); and

WHEREAS, the Association of County Commissions of Alabama (the "Association") has agreed to administer a joint bidding program pursuant to § 40-16-50(b) for counties participating in the Association's Investing in Alabama Counties ("IAC") program for the joint bidding of certain equipment, materials, and supplies required to be competitively bid under Alabama's competitive bid law (the "IAC joint bidding program" or "program"); and

WHEREAS, pursuant to § 41-16-50, each county participating in the IAC program that desires to participate in the IAC joint bidding program is required to adopt a similar resolution, signifying its desire to participate and its agreement to the terms and conditions of participation; and

WHEREAS, the Cullman County Commission (the "Commission") desires to join and participate in the IAC joint bidding program and understands and agrees to the procedures as set out below:

1) That the Association, a non-profit organization devoted to providing support and services to its membership of the counties in Alabama, shall provide administrative services to the program, and in this regard, shall:

- oversee the development of written specifications for each item to be bid,
- provide notice by mail or as otherwise authorized by Alabama's competitive bid law to respective bidders for each item to be jointly bid as required by law,
- open bids pursuant to bid specifications at its office at 2 North Jackson Street in Montgomery, Alabama, and
- provide other services as necessary excluding the awarding of the contracts.

2) That to participate in the program, the Commission shall forward to the Association the names and addresses of each person or company who has submitted a written request to be included in solicitations of bids for a particular item (its "vendor list"), and that following receipt of said vendor lists, the Association shall mail, or as otherwise authorized by Alabama's competitive bid law, appropriate bid specifications to each applicable person or company if that particular item is being bid, as provided in § 41-16-54.

3) That in compliance with § 41-16-54, the Commission shall not be eligible to purchase an item under a contract awarded through the program unless it has provided the Association with its vendor

list for that item, if such a list is held by the County.

4) That the Association will provide the Commission notice of each solicitation for bid and in compliance with § 41-16-54, the Commission shall post said notice on a bulletin board in the County's purchasing office.

5) That in compliance with § 41-16-54, the Commission agrees that it shall not be eligible to purchase an item under a contract awarded through the program unless it has posted such notice.

6) That following the opening of bids, a pre-designated county commission will serve as awarding authority for the IAC joint bidding program and shall determine the lowest responsible bidder and award any contract bid through the program at a regular meeting of the designated county commission as announced at the opening of bids.

7) That the Association shall not serve as the awarding authority for any item bid through the program.

8) That participation in the program is strictly voluntary, and that, subject to the conditions set out in paragraphs 2, 3, 4, and 5, once a contract has been awarded for a particular item bid through the program, the Commission may purchase that item during the contract period under the terms of and at the price established under the contract, but shall not be required to purchase any particular item under the contract awarded through the program.

9) That if the Commission decides to purchase an item other than through the program, it must separately bid that item if such bidding is required by Alabama's competitive bid law.

10) That following the award of a contract under the program, purchases of items through the program by the Commission shall be made directly from the successful bidder by the County pursuant to its own purchasing policy, and that there shall be no joint purchasing agent representing the program or any counties participating in the program.

11) That the Commission shall remain a member of the program so long as it desires and agrees to participate in this joint bidding agreement under its terms and conditions, and that the Commission shall give at least thirty (30) days notice in writing to the Association of its intent to terminate its participation in the program and the date on which its participation will terminate.

12) That following the termination of the Commission's participation in the program, the Commission shall be removed from the program and from any correspondence or advertisement regarding the program or any item to be bid under its terms and conditions.

13) That following its termination from the program, the Commission shall not be eligible to make purchases under the terms and at the cost of the contract award for a particular item, and will be required to bid each item on its own under the requirements of Alabama's competitive bid law.

14) That this resolution, once adopted by the Commission, shall serve as its agreement and contract with all other counties participating in the program for the joint bidding of certain items required to be bid under Alabama's competitive bid law.

15) That prior to soliciting any bids for items to be jointly bid under the program, the Association shall forward a list of all participating counties to the Office of Examiners of Public Accounts.

16) That for a county to purchase an item through the program, it must have joined the program by adopting this resolution prior to the solicitation of bids for that item, but that once the county has joined the program, it shall remain a member, and subject to the conditions set out in paragraphs 2, 3, 4, and 5 above, shall be eligible for the purchase of all items thereafter bid under the program until and unless it terminates its participation as set out in paragraphs 11, 12, and 13 above.

BE IT RESOLVED BY THE COMMISSION that it agrees to all terms and conditions of the IAC joint bidding program as set out above, and desires to participate in said program.

BE IT FURTHER RESOLVED that it is the intent of the Commission by adoption of this resolution to enter into a joint bidding agreement with all other counties participating in the IAC joint bidding program.

BE IT FURTHER RESOLVED that a copy of this resolution be immediately forwarded to the Association with a request that the Cullman County Commission be included in the IAC joint bidding program for all items bid through the program until and unless notified of the County's desire to terminate its participation under the procedures set out in paragraphs 11, 12, and 13 above.

IN WITNESS THEREOF, the Cullman County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 15th day of February, 2022.



Chairman, Cullman County Commission

CULLMAN COUNTY COMMISSION
RESOLUTION NO: 2022-29
RESOLUTION FOR DESIGNATION OF A PROGRAM DIRECTOR FOR PROJECTS
FUNDED WITH THE COUNTY'S
AMERICAN RESCUE PLAN ACT FISCAL RECOVERY FUNDS

WHEREAS, Cullman County, Alabama (the "County") has received American Rescue Plan Act fiscal recovery funds ("ARPA funds") and is charged with ensuring that such funds are administered in accordance with state and federal law; and

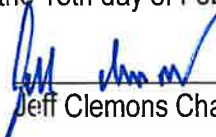
WHEREAS, federal requirements governing the management and administration of ARPA funds require the designation of an individual responsible for the administration of ARPA funded projects (hereafter, "Program Director"); and

WHEREAS the Cullman County Commission (the "Commission") has determined that it would be appropriate to designate a County employee as the Program Director for projects funded with ARPA Funds.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION as follows:

1. The County hereby appoints John Bullard, County Administrator to act as the Program Director for the administration of ARPA funded projects authorized by resolution of the Commission and in accordance with the policies and procedures for project administration adopted by the Commission.
2. The County Administrator, John Bullard shall serve as the Program Director for all ARPA funded projects, unless another individual is later designated as the Program Director for ARPA funded projects or for a specific ARPA funded project.

IN WITNESS WHEREOF, the Cullman County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 15th day of February, 2022.



Jeff Clemons Chairman, Cullman County Commission

RESOLUTION 2022-30

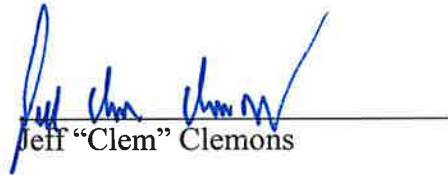
WHEREAS, the **Cullman County Commission** is eligible to submit an application for funding assistance through the Alabama Emergency Management Agency's Hazardous Mitigation Grant Program (HMGP) and

WHEREAS, the **Cullman County Commission** must address flooding issues on Cullman County Roads 986, 1273, 1352, 1427, 1447 and 1508

WHEREAS, the **Cullman County Commission's** grant application will be for \$1,023,000 and

WHEREAS, Chairman Jeff "Clem" Clemons is hereby authorized and directed to submit said grant on behalf of the **Cullman County Commission** and sign any and all documents relating to this grant application.

Passed, adopted, and approved the 15th Day of February, 2022.



Jeff "Clem" Clemons

ATTEST:



Tiffany Merriman, County Clerk

RESOLUTION NO. 2022-31

A RESOLUTION AUTHORIZING CULLMAN COUNTY TO JOIN THE STATE OF ALABAMA AND OTHER LOCAL GOVERNMENTS AS PARTICIPANTS IN THE ENDO SETTLEMENT

WHEREAS, the opioid epidemic continues to impact communities in the United States, the State of Alabama, and Cullman County, Alabama.

WHEREAS, Cullman County has suffered harm and will continue to suffer harm as a result of the opioid epidemic;

WHEREAS, the State of Alabama and some Alabama local governments have filed lawsuits against opioid manufacturers, distributors, and retailers (“Opioid Litigation”);

WHEREAS, the State of Alabama has entered into a Settlement Agreement with Endo Health Solutions Inc. and Endo Pharmaceuticals Inc. (“Endo”), which includes the claims for the State of Alabama’s local governments, and Cullman County finds the terms of the Settlement Agreement acceptable and in the best interest of the community;

WHEREAS, the State of Alabama has proposed an Endo Settlement Sign-On Agreement to the local governments and Cullman County finds the terms of the Sign-On Agreement acceptable and in the best interest of the community;

WHEREAS, the Settlement Agreement and Sign-On Agreement detail the allocation of Settlement Funds, which Cullman County finds acceptable and in the best interest of the community;

NOW, THEREFORE, BE IT RESOLVED BY COMMISSION OF CULLMAN COUNTY, ALABAMA,

Section 1. That Cullman County finds that participation in the Endo Settlement, Settlement Agreement and Sign-On Agreement is in the best interest of Cullman County and its citizens because such a plan would ensure an effective structure for the commitment of Settlement Funds to abate and seek to resolve the opioid epidemic.

Section 2. That Cullman County hereby expresses its support for the Endo Settlement and allocation and use of Settlement Funds as generally described in the Settlement Agreement and Sign-On Agreement.

Section 3. That Cullman County's Chairman ("County Chairman") is hereby expressly authorized to execute the Endo Settlement Sign-On Agreement and the County Chairman is hereby authorized to execute any formal agreements necessary to implement the Endo Settlement and plan for the allocation and use of Settlement Funds.

Section 4. That the County Chairman is hereby expressly authorized to execute any formal agreement and related documents evidencing Cullman County's agreement to the settlement of claims [and litigation] specifically related to Endo.

Section 5. That the County Chairman is authorized to take such other action as necessary and appropriate to effectuate Cullman County's participation in the Endo Settlement.

Section 6. This Resolution is effective upon adoption, the welfare of Cullman County, Alabama requiring it.

ADOPTED this the 15th day of February, 2022.

Attest:


Tiffany Merriman
County Clerk


Jeff Clemons,
Chairman


Kerry Watson,
Associate Commissioner


Garry Marchman,
Associate Commissioner

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
25	0		\$0.000000	\$0.00			\$0.00	\$0.00

02089 - Tractors, Farm, Wheel Type
 90 HP. TRACTOR
 TRACTOR, PTO 90 HP. PER SPECIFICATION 020E01
 28.7% OFF MSRP
 MAKE: Massey Ferguson
 MODEL: MF5711

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
26	0		\$0.000000	\$0.00			\$0.00	\$0.00

02089 - Tractors, Farm, Wheel Type
 90 HP. TRACTOR OPTIONS
 90 HP. OPTIONAL EQUIPMENT NOT OTHERWISE LISTED.
 28.7% OFF MSRP

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
27	0		\$0.000000	\$0.00			\$0.00	\$0.00

02089 - Tractors, Farm, Wheel Type
 95 HP. TRACTOR
 TRACTOR, PTO 95 HP. PER SPECIFICATION 020E01
 30.7% OFF MSRP
 MAKE: Massey Ferguson
 MODEL: MF6712

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
28	0		\$0.000000	\$0.00			\$0.00	\$0.00

02089 - Tractors, Farm, Wheel Type
 95 HP. TRACTOR OPTIONS
 95 HP. OPTIONAL EQUIPMENT NOT OTHERWISE LISTED.
 30.7% OFF MSRP

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
29	0		\$0.000000	\$0.00			\$0.00	\$0.00

02089 - Tractors, Farm, Wheel Type
 100 HP. TRACTOR
 TRACTOR, PTO 100 HP. PER SPECIFICATION 020E01
 30.07% OFF MSRP
 MAKE: Massey Ferguson
 MODEL: MF6713

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
30	0		\$0.000000	\$0.00			\$0.00	\$0.00

02089 - Tractors, Farm, Wheel Type
 100 HP. TRACTOR OPTIONS
 100 HP. OPTIONAL EQUIPMENT NOT OTHERWISE LISTED.
 30.07% OFF MSRP



10400 Highway 80 East
Montgomery, AL 36117

Post Office Box 242608
Montgomery, AL 36124

1-334-215-8600 1-800-239-3353 FAX 1-334-215-8532

Cullman County Alabama

01/14/2021

Attn: Brian Cheatwood

Brian,

Here is the 110 HP tractor Option. This tractor will come set up with weights and the wheels widened for right of way mowing. The tractor also comes with a 5 year/2000 hour warranty. Thank you for the opportunity to provide this quote.

TRACTOR- State of Alabama Tractor Contract MA T222 Tractors
Line 25 CC02089 Massey Model 5711 percent off list 28.7%
List price of tractor \$89,054.00 less 28.7% discount of \$25,558.50
UNIT PRICE OF TRACTOR: \$63,495.50

Total For Two Units: \$126,991.00

A handwritten signature in black ink, appearing to read 'Stephen Spooner', is written over a set of horizontal lines.

Stephen Spooner
Coblentz Equipment
10400 US Hwy 80 East
Montgomery, AL. 36117
Cell-334-430-8649



Land Pride Wholegoods Quote

Submission #

Date Prep:

1/11/2022

This Worksheet is prepared by LAND PRIDE and given to authorized Land Pride Dealers. For official Land Pride quote purposes only.

Buying Agency: Cullman County Comission	Contractor: Land Pride c/o
Contact Person: Jon Brunner	Contact: Lucian Newman
Phone: 256-531-6200	Phone: 256-338-0446
Fax:	Fax:
Email: jbrunner@co.cullman.al.us	Email: lnewman@dixiekubota.com

Product Code: RC5710	Description: 10' Heavy Duty Rotary Cutter
----------------------	---

Base Price: \$16,170.00

B. Publiised Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable. Note: (Published Options are options which were submitted and priced in Contractors' bid.)

Description	Cost	Description	Cost
21" Laminate, 6 Tires	\$1,036.00	Bar-tite Hitch	\$ 384
HD Single Suspension Center Axle	\$2,023.00	HD Blade Bar and Dishpans	\$ 211
HD Wing Axles	\$606.00		
540 CV Main, Cat 5 Wings	\$1,848.00		
Double Chains - Front & Rear	\$546.00		
Deck Armor	\$568.00		
Single-acting Fold Cylinders (3") (1 hose)	\$362.00		
		Subtotal from additional sheet(s):	
		Subtotal B:	\$7,584.00

C. Unpublished Options - Itemize below - Attach additional sheet if necessary (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal from additional sheet(s):	
		Subtotal C:	\$0.00

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered :	2	X	Subtotal of A+B+C :	23,754	=	Subtotal D:	\$47,508.00
--------------------	---	---	---------------------	--------	---	-------------	-------------

E. Other Charges, Trade Ins, Allowances, Discounts, Etc.

Description	Cost	Description	Cost
11% Steel Surcharge	\$5,225.88		
Set-up	\$700.00		
Delivery	\$0.00		
Trade In:	\$0.00		
		Subtotal E:	\$ 5,925.88
		Gov't Bid Discount :	32.00%
		Discount Total :	\$ 15,202.56

Estimated Delivery Date : Oct-22 **F. Total Dealer Net (D+E) :** \$ 38,231.32



Land Pride Wholegoods Quote

Submission #	
Date Prep:	1/11/2022

This Worksheet is prepared by LANI PRIDE and given to authorized Land Pride Dealers. For official Land Pride quote purposes only.

Buying Agency: Cullman County Comission	Contractor: Land Pride c/o
Contact Person: Jon Brunner	Contact: Lucian Newman
Phone: 256-531-6200	Phone: 256-338-0446
Fax:	Fax:
Email: jbrunner@co.cullman.al.us	Email: lnewman@dixiekubota.com

Product Code: RC5710	Description: 10' Heavy Duty Rotary Cutter
----------------------	---

Base Price: \$16,170.00

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HD Single Suspension Center Axle	\$2,023.00	HD Blade Bar and Dishpans	\$ 211
HD Wing Axles	\$606.00		
540 CV Main, Cat 5 Wings	\$1,848.00		
Double Chains - Front & Rear	\$546.00		
Deck Armor	\$568.00		
Single-acting Fold Cylinders (3") (1 hose)	\$362.00		
Subtotal from additional sheet(s):			
			Subtotal B: \$7,584.00

C. Unpublished Options - Itemize below - Attach additional sheet if necessary (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Subtotal from additional sheet(s):			
			Subtotal C: \$0.00

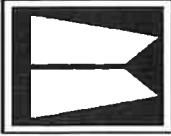
D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered :	2	X	Subtotal of A+B+C :	23,754	=	Subtotal D:	\$47,508.00
--------------------	---	---	---------------------	--------	---	-------------	-------------

E. Other Charges, Trade Ins, Allowances, Discounts, Etc.

Description	Cost	Description	Cost
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Set-up	\$700.00		
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Trade In:	\$0.00		
Subtotal E:			\$ 5,925.88
Gov't Bid Discount :			32.00%
Discount Total :			\$ 15,202.56

Estimated Delivery Date :	Oct-22	F. Total Dealer Net (D+E) :	\$ 38,231.32
----------------------------------	--------	------------------------------------	--------------



Cowin Equipment Company, Inc.

2238 Pinson Valley Parkway
Birmingham, AL 35209
205-841-6666 (P)
205-849-0853 (F)


Quotation

Date: 2/10/2022
Customer #:
Ref. #:

To: **Cullman County**
500 2nd Ave SW
Cullman AL 35055

Attention: Bryan Cheatwood
Salesman: Edwards/R Norton

Make	Model	Serial Number	Quantity	Price
2022	Centennial	TBD	1	\$219,119.00
				Factory Options
				4 Foot of Extra Spray Bar \$4,800.00
				ACCA Discount 5% -\$240.00
Quoted via ACCA Joint Bid project, Bid Item- Asphalt Distributor				Net Cost for Added Option \$4,560.00

Equipment Specs	Trade - In				
	Make	Model	Hours	Serial Number	Trade Value
Etnyre Centennial Distributor					\$0.00
Equipped with:					
2000 Gallon Tank					
20" Manhole Strainer					
Front Tank Suction					
Heated Pump					
Power Washdown					
Spray bar					
PTO Drive					
Beacon light					
Pricing Summary					
	Equipment Purchase Price				\$223,679.00
	Less Trade-In Allowance				\$0.00
	Local Delivery				\$0.00
	Total Price (before sales tax)				\$223,679.00
Notes / Warranty / CSA Information					
2022 International	Unit can be delivered in approximately late September if ordered within 7 days				
Model HV607 Chassis	We will also provide training by factory trained technicians.				
High back suspension seat					
Allison3500 RDS 6 speed transmission	*All standard warranty, extended warranty and CSA pricing (if applicable) are included in the above machine sales total price*				
Air conditioning					
AM/FM radio					
LED Marker Lights					
Engine protection shutdown					
Power Door Locks and Windows					
Exhaust Brake					
Fuller AT1202 Aux Transmission					
					

Thank you for the opportunity to serve your needs.

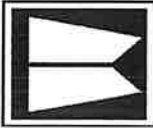
John Edwards
850-685-7055
jedwards@cowin.com

ACKNOWLEDGEMENTS: We promise to pay the balance due shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), on or before delivery of the equipment ordered herein. Despite physical delivery of the equipment, title shall remain with the seller until the equipment balance show in above is fully paid.

Proposed: John Edwards Accepted: _____

SSM _____ Title _____

ASM _____ Date _____



Cowin Equipment Company, Inc.

2238 Pinson Valley Parkway
Birmingham, AL 35209
205-841-6666 (P)
205-849-0853 (F)

Quotation

Date: 2/10/2022
Customer #: _____
Ref. #: _____

To: **Cullman County**
500 2nd Ave SW
Cullman AL 35055

Attention: Bryan Cheatwood
Salesman: Edwards/R Norton

Make	Model	Ext. Price
Etnyre	9/18 Chip Spreader	1 \$322,689.00
Add: Four Wheel Drive MSRP		\$42,486.00
Discount from MSRP 5%		\$2,124.30
Cost for Four Wheel Drive		\$40,361.70
Add: 10/20 Variable Width Upgrade		\$2,100.00
Discount from MSRP 5%		\$105.00
Cost for 10/20 variable width hopper		\$1,995.00
Add: Power Hopper Raise Kit		\$5,596.00
Discount from MSRP 5%		\$279.80
Cost for Hopper Raise Kit		\$5,316.20

Quoted via ACCA Joint Bid project, Bid Item- Variable Width Chipspreader

Equipment Specs	Trade - In				
Etnyre Chipspreader Equipped with: 10/20 Variable Width Hopper Cummins Diesel Engine, Tier V, 280HP 82 Gallon Fuel Tank With Lockable Cap Receiving Hopper with Folding Wings Dual Side Operator Station Hydrostatic Drive System Application Rate Computer 2 24" Conveyor Belts 385/65R22.5 Tubeless Radial Tires 25,000 lb. Rated Axles Quarter Front Fenders Self Locking Truck Hitch Warning System for Engine Light Package Electric Horn Back up Alarm Electric Tachometer Electric Hourmeter 4 Wheel Drive Option Hydraulic Hopper Raise Folding canopy Strobe Lights on each corner	Make	Model	Hours	Serial Number	Trade Value
	\$0.00				
	Pricing Summary				
	Equipment Purchase Price				\$370,361.90
Less Trade-In Allowance				\$0.00	
Local Delivery				\$0.00	
Total Price (before sales tax)				\$370,361.90	
Notes / Warranty / CSA Information					
Delivery can be made in approximetely 180 days					
We will also provide training by factory trained technicians.					
All standard warranty, extended warranty and CSA pricing (if applicable) are included in the above machine sales total price					

We appreciate the opportunity to offer this unit for you need.

John Edwards 850-685-7055
Quote is valid for 30 days



ACKNOWLEDGEMENTS: We promise to pay the balance due shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), on or before delivery of the equipment ordered herein. Despite physical delivery of the equipment, title shall remain with the seller until the equipment balance show in above is fully paid.

Proposed: _____ Accepted: _____

SSM John Edwards _____

ASM _____ Title _____ Date _____

STATE OF ALABAMA)

COUNTY OF CULLMAN)

AGREEMENT

THIS EVENT AGREEMENT (“Agreement”) is entered into as of this the 15th day of February, 2022, by and between CULLMAN COUNTY COMMISSION, the lawful governing body for Cullman County, Alabama, a political subdivision of the State of Alabama, for and on behalf of Cullman County, Alabama (the “County”) and Post Panda Promotions, LLC (the "Post Panda"), whose principal place of business is 2981 Grants Mill Road, Suite 121, Birmingham, Alabama 35094 (hereafter individually a “Party” and collectively the “Parties”).

WHEREAS, Post Panda Promotions, LLC (“Post Panda”) is in the business of promoting bands, and booking entertainment for events and festivals; and

WHEREAS, the County desires Post Panda to locate, negotiate, and book talent as the entertainment festival to be held over the Memorial Day, Independence Day, and Labor Day Holiday weekends, at their facility known as Smith Lake Park in Cullman, Alabama, commencing on Saturday, May 28, 2022, Monday, July 4, 2022, Sunday, September 4, 2022, and Monday, September 5, 2022; and

WHEREAS, the County will pay Post Panda a fee to assist Post Panda in securing talent as the entertainment for said festival. Post Panda shall locate, negotiate, and book talent as the entertainment for the festival, as more fully set out hereinafter; and

WHEREAS, Post Panda and its entertainment shall abide by all laws of the United States and the State of Alabama and the rules and regulations of the County;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Post Panda's Responsibilities

- A.** Over the period of approximately four (4) months, commencing with the Memorial Day Holiday weekend of 2022, and concluding with the Labor Day Holiday weekend / Sweet Tater Festival of 2022, Post Panda will locate, negotiate, and book talent as the entertainment for three (3) music festivals (the "Festivals") in Cullman, Alabama to be held at Smith Lake Park. The Festivals shall take place on Memorial Day weekend (Saturday, May 28, 2022), Independence Day (Monday, July 4, 2022), and Labor Day weekend (Sunday, September 4, 2022, and Monday, September 5, 2022), at Smith Lake Park (unless an alternate date, or different venue is mutually agreed upon between the County and Post Panda in writing).
- B.** Hours of Operation and Premises Access
- i. Post Panda shall locate, negotiate, and book talent as the entertainment for the first of three (3) Festivals in Cullman, Alabama to be held at Smith Lake Park to be held on Saturday, May 28, 2022. Music for the Festival shall begin at 9:30 a.m. and shall last until 4:00 p.m.
 - ii. Post Panda shall locate, negotiate, and book talent as the entertainment for the second of three (3) Festivals in Cullman, Alabama to be held at Smith Lake Park to be held on Monday, July 4, 2022. Music for the Festival shall begin at 9:30 a.m. and shall last until 9:00 p.m.
 - iii. Post Panda shall locate, negotiate, and book talent as the entertainment for the third and final of three (3) Festivals in Cullman, Alabama to be held at Smith Lake Park to be held on Sunday, September 4, 2022, and on Monday, September 5, 2022. Music for the Sunday Festival shall begin on September 4, 2022, at 9:30 a.m. and shall last until 6:00 p.m. Music for the Monday Festival shall begin on September 5, 2022, at 9:30 a.m. and shall last until 4:00 p.m.
- C.** It is agreed that the parties shall have the right to terminate this Agreement at any time by mutual consent for cause such as a catastrophic event (which may include, without limitation, weather, Force Majeure, etc.) without any obligation, future or otherwise, to

the other party or any of its entertainers, employees, officers, or agents whomever or wherever under this Agreement.

- D. Post Panda shall have no authority whatsoever to bind the County as an agent, representative, partner or any other theory of agency to any third party and all contracts entered into by Post Panda shall include language specifically stating that the County shall have no obligation whatsoever thereunder. Likewise, the County shall have no authority whatsoever to bind Post Panda as an agent, representative, partner or any other theory of agency to any third party.
 - E. Post Panda agrees that every act, celebrity and performer connected with the entertainment of the Festival shall abide by, conform to, and comply with all laws of the United States, the State of Alabama, together with all rules and requirements of the Cullman County Sheriff's Office, Fire Departments and State agencies during the Festivals set out herein.
 - F. Type of Entertainment: The Festival "headliners" shall be regionally known music artists in their specific genre of music. Post Panda shall provide a minimum of one headliner for each evening of the Festival, and continual stage performances leading up to the headliner, except set changes. Notwithstanding the foregoing, it is specifically understood and agreed that Post Panda shall have the right to make creative decisions regarding the Festivals, including, the number and identity of performing artists, emcees, headliners, and opening acts; however, this right is subject to the approval of the County.
 - G. Post Panda shall supply and operate all sound equipment, furnishings, electrical connections, hospitality and administration personnel, stage hands, public address system, and other such personnel not specifically provided by the County.
 - H. Post Panda shall leave the facility in its original condition save any normal wear and tear, and guarantee repair or pay for repair of any damaged property, equipment or plants/trees.
- 2. Consideration**
- A. The County shall pay to Post Panda the sum of Fourteen Thousand Eight Hundred and 00/100 Dollars (\$14,800.00) in exchange for Post Panda booking talent as the

entertainment for the Festivals as described herein according to the terms of this Agreement.

- i. One-third (1/3) of the value of this contract, Four Thousand Nine Hundred Thirty-three and 34/100 Dollars (\$4,933.34), shall be payable to Post Panda on February 23, 2022;
- ii. The second payment of this contract, Four Thousand Nine Hundred Thirty-three and 33/100 Dollars (\$4,933.33), shall be payable to Post Panda on June 15, 2022;
- iii. The third and final payment of this contract, Four Thousand Nine Hundred Thirty-three and 33/100 Dollars (\$4,933.33), shall be payable to Post Panda on August 17, 2022.

3. County Responsibilities

- A. The County shall provide the facility/venue for the Festivals at Smith Lake Park and will coordinate with local law enforcement agencies to provide traffic control, medical services and security.
- B. The County shall provide parking near the Festival grounds for patrons of the Festival each day. The County shall reserve the right to charge patrons of the Festival for parking.
- C. The County shall provide cleaning and maintenance services at the facility/venue for each Festival.

4. Term

The "Term" of this Agreement shall commence with the date hereof and shall continue until completion of the final Festival hereunder, Labor Day Holiday weekend (September 4-5, 2022).

5. Cancellation for Safety; Force Majeure

- A. i. The County shall have the final decision on canceling and rescheduling a Festival if the County deems in their sole discretion that the event will be unsafe.

ii. Further, but without limiting the generality of (i) above, if because of a “Force Majeure Event” as described below, Post Panda is materially hampered in its obligation to book the entertainment for the Festival at Smith Lake Park pursuant to the Agreement, the County shall have the right to cancel and reschedule the Festival.

iii. In the case of cancellation per the terms of this Paragraph 5(A), the parties shall, as soon as reasonably practicable following such cancellation, mutually determine a date for the rescheduled Festival.

B. For the avoidance of doubt, if a Force Majeure event prevents a Festival from occurring at the specified date and time, Post Panda’s fee in connection with the Festival will not be refunded. However, the parties will reschedule such Festival at a mutually agreeable time within the end of said calendar year.

6. For the purposes of this Agreement, a Force Majeure Event is one that is not reasonably within Post Panda’s control that causes Post Panda to be unable to comply with all of a material part of its obligations under this Agreement, including, with limitation, the following events: (i) fire, chemical or radioactive contamination or ionizing radiation; (ii) earthquakes, lightning, cyclones, hurricanes, floods, droughts or such other extreme weather or environmental conditions, unanticipated geological or ground conditions epidemic, famine, plague or other natural calamities and acts of God; (iii) an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism or civil disorder; or (iv) any other unforeseeable circumstances beyond Post Panda’s control against which it would have been unreasonable for Post Panda to take precautions and which Post Panda cannot avoid even by using its best efforts.

7. Relationship of the Parties

The County shall not under any theory of law, contract, or equity be construed as a partner or co-promoter with Post Panda, its agents, servants or employees for any Festival.

8. Notices

All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. A courtesy copy of

notices sent to Post Panda shall be sent to Alexander Cape, 2981 Grants Mill Road, Suite 121, Leeds, Alabama 35094. A courtesy copy of notices sent to the County shall be sent to the Cullman County Commission, 500 Second Avenue SW, Room 105, Cullman, Alabama 35055. Additionally, a courtesy copy of notices sent to the County shall be sent to Attorney Emily Johnston, Cullman County Commission, 500 Second Avenue SW, Room 110, Cullman, Alabama 35055. Notices shall be deemed given on the day of which personally delivered or if by mail on the fifth day after being posted or date of actual receipt, whichever is earlier. All mail copies shall be sent by regular mail.

9. Warranties and Representations:

Each party hereto hereby warrants and represents that: (i) it has the full right, power and authority to enter into this Agreement; and (ii) it is fully capable of performing its obligations under this Agreement, and will perform such obligations with all due skill, care and diligence. Each party hereto hereby indemnifies the other against any and all actions or claims, including reasonable legal fees, brought as a result of a breach of the warranties and representations provided in the Agreement. Each party hereto agrees, warrants and represent to perform its services with reasonable skill, care and diligence and in good faith, in accordance with its normal and usual practices.

10. Miscellaneous

- A. This Agreement constitutes the entire agreement between the parties as to its subject matter. It supersedes all prior contracts, obligations, representations, conduct and understandings and may be amended only by the signed written agreement of all parties hereto. No waiver of any rights or obligations hereunder shall, unless explicitly so provided, constitute a waiver of any other rights or obligations hereunder, nor unless explicitly so provided, shall a waiver of any breach or default hereunder constitute a waiver of any other or subsequent breach or default. If any provisions of this Agreement is declared invalid by a court of competent jurisdiction, all other provisions shall remain in full force and effect.
- B. This agreement shall be governed by and construed in accordance with the laws of the State of Alabama applicable to contracts entered into and wholly performed therein.

The venue for any action or proceeding brought by any party against the other shall be in the Circuit Court of Cullman County, Alabama.

- C. The headings of the paragraphs hereof are for convenience only and shall not be deemed to limit or in any way affect the scope, meaning or intent of the Agreement or any portion thereof.
- D. This Agreement shall be effective upon execution by authorized representatives of each party. This Agreement may be entered into in separate counterparts, and any number of counterparts signed in the aggregate by the parties shall constitute a single original instrument. In order to timely effectuate execution of this Agreement, the parties shall be permitted to exchange facsimile signatures and/or scanned/mailed signatures, provided that the original signature pages shall be sent via U.S. first class mail to the other party within five (5) business days of the facsimile and/or email transmission.
- E. This Agreement shall not be deemed to create any relationship of agency, partnership or joint venture between the County and Post Panda, and the parties hereto shall make no such representation to anyone.

[The following page is the Signature Page of this Agreement]

IN WITNESS WHEREOF, the parties by their duly authorized officers have this day signed the Agreement in the spaces provided below.

Cullman County Commission

By: 

Jeff "Clem" Clemons/Chairman

Print Name / Title

Date: 2/15/22

Post Panda Promotions, LLC

By: 

Alex Cape / Owner

Print Name / Title

Date: 2/16/22

ALABAMA STATE CAPITOL
10 DEXTER AVENUE
JITE S-105
MONTGOMERY, AL 36130



(334) 242-7200
FAX (334) 242-4993
WWW.SOS.ALABAMA.GOV
JOHN.MERRILL@SOS.ALABAMA.GOV

JOHN H. MERRILL
SECRETARY OF STATE

February 2, 2022

The Honorable Tammy Brown
Judge of Probate, Cullman County
P. O. Box 970
Cullman, Alabama 35055

Dear Judge Brown:

Your request for \$3,694.00 in federal Help America Vote Act (HAVA) funds is approved to enable your county to acquire an Election Reporting Management (ERM) computer. The ERM computer will allow your county to gather precinct results into a single set of results which will be secured by a Windows 10 operating system that is not connected to a network of any kind.

This award can only be expended per the HAVA application as attached to this letter and approved by the Secretary of State on January 13, 2022. Please see a check attached in the aforesaid amount issued to the county.

Upon the county's receipt of the check, the county shall make the purchase only from the county approved vendor as identified in the aforesaid HAVA application. All property purchased with HAVA funds must be titled to the county. Once the County has purchased the property, it shall immediately inform the Secretary of State's Office via e-mail communication that the property has been placed on the county's updated HAVA inventory list and provide a copy of the same to the Secretary of State's Office.

Please keep in mind that HAVA funds awarded to the county are subject to state and federal audit.

If you have any questions about the ERM computer, please contact our IT Director, Adam Alexander, at adam.alexander@sos.alabama.gov or (334) 242-7536.

Thank you for all you do for your County and the State of Alabama. You are appreciated!

Sincerely,

John H. Merrill
Secretary of State

Enclosures

FILED - 02/09/2022 08:23:18 AM
TAMMY BROWN, Judge of Probate, CULLMAN

ALABAMA STATE CAPITOL
600 DEXTER AVENUE
SUITE S-105
MONTGOMERY, AL 36130

(334) 242-7200
FAX (334) 242-4993
WWW.SOS.ALABAMA.GOV
JOHN.MERRILL@SOS.ALABAMA.GOV

JOHN H. MERRILL
SECRETARY OF STATE

1133-046-918-1123-0596

County Contact Information

County: Cullman

Mailing Address: P.O. Box 970
Cullman, AL 35056

Physical Address: 500 2nd Avenue SW / ROOM 101
Cullman, AL 35055

Name of Primary Contact: Tammy Brown

Direct Telephone Number: 256-775-4652

Email: tbrown@co.cullman.al.us

RECEIVED

JAN 13 2022

ALABAMA
SECRETARY OF STATE



Approved: 1/13/2022
J.H. Merrill
\$3654.00

2018 HAVA - ERM - CULLMAN COMM

Items Requested for Remuneration

Please complete this section indicating the item(s) and the reasoning your county's elections will benefit from the acquisition of the item(s). In order to be eligible to receive funds, you must complete all areas in this section. Remember to provide a picture or rendering of the property.

Items [Property or Services] to be Purchased with Concise Description	Cost of Items [Property or Services]	Reason for Purchase
EVS 5.2.4.2 Reporting Standard, Standalone EMS System 1- Dell Latitude 5520 1- Dell External USB Slim DVD +/- RW Optical Drive 1- Microsoft Win10 IOT ENT 2019 LTSC Value	\$2,074.00 \$70.00 \$128.00	Election Reporting Management Upgrade (Cybersecurity Enhancement to Eliminate Potential Cyber vulnerabilities)
1- TRIPP Lite 4-Port USB 2.0 Self or BUS Powered Ultra-Mini Hub 1- Standalone EMS Install	\$22.00 \$1,400.00	
TOTAL:	\$3,694.00	

**Please provide details for each non-repeating item for which you are seeking reimbursement
 Make additional pages if necessary**

Total Request & Certification

Total Amount of Remuneration Request
\$3,694.00

As the Probate Judge and the chief election official for Cullman County, I submit this Application for Helping America Vote Act (HAVA) County Remuneration. By signing this application, I certify that all information contained herein is accurate and complete to the best of my knowledge, that all state purchasing and/or bid laws and/or local purchasing regulations have been strictly followed related to the proposed purchase(s), and that the amount for which I am seeking remuneration will be spent only on items already pre-approved for purchase by the Secretary of State's Office (Pub. L. 107-252). I acknowledge that any misrepresentation of truth or accuracy may require that all grant monies awarded to, or properties acquired by, the county be returned to the Alabama Secretary of State's Office or the United States Election Assistance Commission and that any other penalties provided by Federal and State law may apply.

Name of Probate Judge: Tommy Brown
Signature: Tommy Brown
Date: January 10, 2022

Sworn and subscribed before me this 10th day of January, 2022.

My commission expires the 02 day of 21, 2023.

(Seal) [Signature]
Signature of Notary Public
Benson C. Clark
Printed name of Notary Public



Election Systems & Software, LLC
 11208 John Gall Blvd
 Omaha, NE 68137

EVS 5.2.4.2 Reporting Standard, Standalone EMS System Purchase Order

January 6, 2022

State of Alabama
 600 Dexter Ave Rm E205
 Montgomery, AL 36130

Quantity	Part #	Description	Price	Ext. Price
		EMS WORKSTATION		
1	96076	DELL LATITUDE 5520 11TH GEN I5 16GB RAM512GB HDD	\$2,074.00	\$2,074.00
		<ul style="list-style-type: none"> • Dell Latitude E5520 • 11th Generation Intel® Core™ i5-1135g7 (4 Core, 2.4GHz, 8M cache) • TPM Enabled • Windows 10 Professional English • Dell Power Manager • Dell Data Protection Security Tools Digital Delivery/NB • Dell Backup and Recovery Basic • Dell Data Protection Protected Workspace • Dell™ Digital Delivery Cirrus Client • Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps), Optiplex • Waves Maxx Audio Royalty • 15.6" HD (1366X768) Non-Touch Anti-Glare LCD with Camera and Mic • 16GB (2x8GB) DDR4 Memory • M.2 512GB PCIe Class 35 Solid State Drive • Intel Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.1 • Internal Dual Pointing Backlit Keyboard (US-English) • 90 Watt AC Adaptor, US Power Cord • Primary 4-cell 63W/HR Battery • Dell Limited Hardware Warranty Extended Year(s) • Dell Limited Hardware Warranty • ProSupport: 7x24 Technical Support, 5 Years • ProSupport: Next Business Day Onsite, 1 Year • ProSupport: Next Business Day Onsite, 4 Year Extended 		
1	96002	DELL EXTERNAL USB SLIM DVD+/-RW OPTICAL DRIVE	\$70.00	\$70.00
1	96032	MICROSOFT WIN10 IOT ENT 2019 LTSC VALUE	\$128.00	\$128.00
		MISCELLANEOUS COMPONENTS		
1	N/A	TRIPP LITE 4-PORT USB 2.0 SELF- or BUS-POWERED ULTRA-MINI HUB	\$22.00	\$22.00

		SERVICES		
1	510210	STANDALONE EMS INSTALL	\$1,400.00	\$1,400.00
		<ul style="list-style-type: none"> • Staging of EMS workstations at ES&S Technical Services lab <ul style="list-style-type: none"> o Includes the installation, configuration, and testing of EMS workstation. • Equipment is shipped to customer location. <ul style="list-style-type: none"> o Physical installation of workstation and related hardware (Printer, UPS, etc.) performed by customer. • EMS installation summary documentation provided to customer upon completion of installation. 		
		Order Total		\$3,694.00

Invoicing and Payment Terms:

100% of Order Total Due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of corresponding ES&S invoice.

Note 1: Pricing of purchase order is valid for 30 days due to fluctuating pricing in 3rd party hardware and software. Agreements will need to be updated if not executed within 30 days.

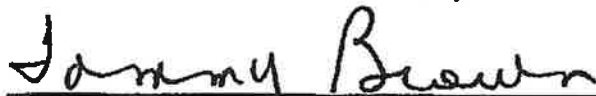
Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

Note 3: Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.

Note 4: Shipping and Handling is not included in the Order Total and will be invoiced separately.

Note 5: Network Cabling is not included.

Customer acknowledges that ES&S is purchasing the third party items set forth herein ("Third Party Items") for resale to Customer, and that the proprietary and intellectual property rights to the Third Party Items are owned by parties other than ES&S ("Third Parties"). Customer further acknowledges that except for the payment to ES&S for the Third Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide Customer with copies of all documentation and warranties for the Third Party Items which are provided to ES&S.


1-10-2022

 Customer Signature Date
 Cullman County Probate Judge

 Title

Gorrie-Regan & Associates, Inc. Proposal For:
Smith Lake Park Security Access

Presented to:

CULLMAN COUNTY COMMISSION
500 2ND AVENUE SW
ROOM 202
CULLMAN, AL 35055 USA

Presented By:

SCOTT GRAHAM

scott.graham@gorrieregan.com

Quote: 7461

Date: 2022-01-19

Overview

Gorrie-Regan & Associates, Inc is a service company based in Birmingham, Alabama. The company was founded in 1959 by Mr. M.J. Gorrie when IBM dissolved their recorder division. Charles W. Regan soon joined Mr. Gorrie and together they formed Gorrie-Regan & Associates, Inc. Charles W. Regan, Jr. now serves at President/CEO of Gorrie-Regan.

The company was formed as a service organization providing maintenance to existing IBM time recorders in the state of Alabama. Soon new product lines were added, and both sales and service were offered to customer. As the company grew, more services and people were added to provide the high level of customer support as set forth by M.J. Gorrie and Charles Regan. In order to continue that high level of customer service, Gorrie-Regan represents some of the leading manufacturers in the markets we service and maintains a staff of manufacturer trained and service technicians.

Gorrie-Regan is dedicated to taking care of customers with a full staff of professional sales people, highly qualified service technicians, system implementation/support personnel, and administrative staff. Serving the Southeast with headquarter in Birmingham and service centers in Mobile and Huntsville.

Gorrie-Regan and Associates is also an Unlimited Licensed General Contractor in the State of Alabama.

Re: License # 27780

BC: Parking Control Equipment

SC: Parking Systems, CCTV Systems, Time & Access Systems

What We Believe

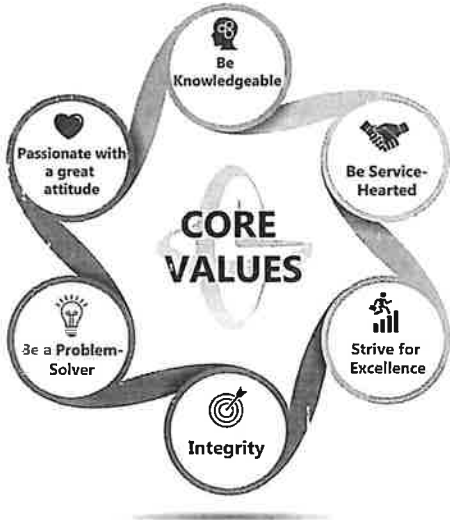
We believe that we should honor and glorify God in all that we do.

We believe that when customers and prospective customers seek our opinions in the areas of our experience, it is our moral duty to serve that trust and never take advantage of the trust they have placed in us.

Perhaps the best way to surmise what we believe may be explained by the following event that once took place within the walls of our office:

An intern from a local university was working within our marketing department approached our Chairman, Charles Regan Sr. and asked if he would agree to be interviewed for an essay that she was assigned. 'Certainly,' he said, 'what is the topic of the paper?' The intern then replied that the assignment was to compare business ethics vs. ethics in general. Mr. Regan then replied... 'young lady, there is no difference. Ethics are ethics'. Thus became the theme of her paper for which she received an A.

Charles Regan's statement best exemplifies what we believe at Gorrie-Regan.



Statement of Work

Implement security access for Smith Lake Park. 20' gates will also have pendulum support attachment.

Install two Magnetic barrier gates with necessary control loops. Key switches provided for manual control as needed.

Install two pedestals at each gate location with Keypad reader to control access in and out of the park.

Access software and control using control panels and keypad unit.

Monthly fee per card reader for each card reader and controller unit.

Customer to provide internet and network access at buildings near each gate.

Point to Point Ubiquity wireless units will be installed at gates and pointed to buildings near entrance and exit gates.

Customer responsibility to provide power, conduit if needed and network connections in buildings near gates.

Initial: _____

Quote Details

PURCHASED EQUIPMENT

PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
Access Pro-H-RCO2040	White MicroBoom 20' Gate	2.00	\$5,003.77	\$10,007.54
PS01	PENDULUM SUPPORT, 20FT ARM	2.00	\$317.72	\$635.44
PCH091	HOUSING, 7IN x 13IN x 4IN	2.00	\$195.51	\$391.02
SS01-KA	KEY SWITCH, MICRODRIVE	2.00	\$240.07	\$480.14
B-ACS300-E	DOOR CONTROLLER, ONAIR ACS300	2.00	\$803.72	\$1,607.44
B-BSPK	BRIVO READER WITH KEYPAD	2.00	\$460.63	\$921.26
NS-SAC-US	WIRELESS POINT TO POINT NETWORK	4.00	\$197.02	\$788.08
L5	Standard Loop	4.00	\$250.00	\$1,000.00
42-9C-BLK	PEDESTAL, 42IN PAD MOUNT BLACK	2.00	\$325.50	\$651.00
TOTAL PURCHASED EQUIPMENT				\$16,481.92

INSTALLATION SERVICES

PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
INSTALLATION	Installation Labor	60.00	\$112.00	\$6,720.00
TOTAL INSTALLATION SERVICES				\$6,720.00

SERVICE FEES

PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
B-ACS-RDR-AT1	BRIVO ACCESS CONTROL CLOUD MONTHLY	2.00	\$21.00	\$42.00
B-ACS-RDR-S1	Monthly Brivo Access Standard Edition - Tier 1	2.00	\$21.00	\$42.00

Initial: _____

General Terms and Conditions

The customer agrees to purchase the services, training, products and other implementation related items listed in this document per the terms listed below. The equipment provided shall remain the property of Gorrie-Regan & Associates (hereafter referred to as GRA) until total payment is made per the prices listed on quote page(s). Upon failure to pay fully for the systems and services, GRA reserves the right to repossess the equipment at the purchasers expense. This order is not binding unless and until accepted by GRA management.

All applicable sales taxes and freight are not included in project total, unless otherwise specified, and will be billed on project invoices. Tax exempt customers must furnish a tax exemption certificate to avoid being taxed.

A 50% deposit is required upfront of the proposed One Time Charges. The remainder of upfront costs will be invoiced per payment terms below. The monthly software billing will continue each month based on the highest number of active employees and managers at any time during each month. In the event that customer fails to perform any of the terms and conditions of this proposal, or cancels said project for any reason, GRA may retain all or part of any advance payments in liquidation of documentation and processing expenses. All Contracts are a 24 month commitment unless otherwise specified. If canceled prior to 24 months, then customer agrees to pay 1/2 of the remaining months left in the contract and any equipment not purchased in full may be repossessed.

Travel charges for overnight stay will be billed in addition to the project total unless otherwise specified. Charges will apply for airfare, hotel, rental car and meals as necessary to accomplish on-site installation of the equipment and software listed in the proposal. Customers will incur mileage charges in cases where GRA employees drive over 30 miles to customer location.

The system shall be programmed as directed by customer's management and persons approved by customer's management to make such decisions. All rounding, calculation and reporting accuracies both to customer policies and Wage and Hour law shall be the responsibility of customer for accuracy of the programming and testing of the calculations. GRA will provide technical assistance but customer accepts final test approval responsibilities.

Server and Client hardware necessary to process and run the on premise software applications are not included in the project total unless otherwise specified. Customer will provide the hardware based on server specifications delivered by GRA.

Initial: _____

Payment Terms & Special Notes

Payment Terms:

_____ 50/40/10/: 50% with order, 40% on receipt of equipment or software, and final 10% on project completion.

_____ Phased Payments: If this section is initialed, the parties acknowledge that 50% of contract amount is due upon execution of this agreement. The remaining balance will be progress billed based on percentage of completion.

_____ Software & Hardware as a Service (SHaaS) hosted contracts continue for 24-months from the first billing month unless otherwise specified. If cancelled prior to contract's end, then customer agrees to pay all the remaining months left in the contract. Minimum monthly billing amount specified in the body of the quote.

_____ GRA Lease Option: If this section is initialed, the parties acknowledge that a Gorrie-Regan full service lease agreement will be executed.

ALL APPLICABLE FEDERAL AND STATE TAXES WILL BE ADDED TO PRICES UNLESS EXEMPTION CERTIFICATE IS FURNISHED.

**ALL CREDIT CARD PAYMENTS ARE SUBJECT TO A 3.5% PROCESSING FEE.

Special Notes:

Initial: _____

Quote Summary

BILL TO: CULLMAN COUNTY COMMISSION 500 2ND AVENUE SW ROOM 202 CULLMAN, AL 35055	SHIP TO: SMITH LAKE PARK 416 GP 325 CULLMAN, AL 35055
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PROJECT EQUIPMENT AND LABOR

DESCRIPTION	Amount
Purchased Equipment:	\$16,481.92
Installation Services	\$6,720.00
Total One Time Charges	\$23,201.92

SERVICE/SUPPORT AGREEMENT

PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
B-ACS-RDR-S1	Monthly Brivo Access Standard Edition - Tier 1	2.00	\$21.00	\$42.00
B-ACS-RDR-AT1	BRIVO ACCESS CONTROL LICENSE MONTHLY	2.00	\$21.00	\$42.00

All applicable sales taxes extra.

This Quote shall become binding on the parties hereto when signed by Subscriber and accepted and approved by Gorrie-Regan & Associates, Inc. By Customer's signature, Customer acknowledges that they have read, understood and agreed to Gorrie-Regan & Associates, Inc. Terms and Conditions.

CUSTOMER: CULLMAN COUNTY COMMISSION

SIGNATURE: Doug Davenport
 NAME: Doug Davenport
 TITLE: Park Director
 DATE: 02/16/2022

Gorrie-Regan & Associates, Inc.

SIGNATURE: Scott Graham
 NAME: Scott Graham
 TITLE: Sr. Account Exec.
 DATE: 2/28/22

AIA[®] Document B105[™] – 2017

Standard Short Form of Agreement Between Owner and Architect

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

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

Cullman County Commission
500 Second Avenue, S.W.,
Room 105
Cullman, Alabama 35055
Telephone Number: (256) 739-3539
Fax Number: (256) 739-3525

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

JMR+H Architecture, PC
445 Dexter Avenue
Suite 5050
Montgomery, AL 36104
Telephone Number: 334-420-5672

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

Cullman County Courthouse HVAC Upgrades
Cullman County, Alabama
Cullman County Courthouse HVAC Upgrades related to COVID-19 Ventilation

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

Init.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Reference Article 7, 7.2

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, including solicitations from DBEs; and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

Article 7
Other Conditions or Services
Standard Short Form of Agreement Between Owner and Architect
(AIA Document B105)
Cullman County Commission
JMR+H Architecture, PC

7.1 **Compensation:** Compensation shall be based on a percentage of construction cost as stipulated in Article 6.

7.2 **Consultants:** Based on project requirements, the Architect could choose to include additional consultants.

7.3 **Bid Alternates:** Several alternates may be included in the Construction Documents to allow the Owner to evaluate the cost of various systems and materials and to determine whether to include them in the project.

7.4 **ADA Compliance:** The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Owner acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use his reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The Architect, however, cannot and does not warrant or guarantee that the Owner's project will comply with interpretations of ADA requirements and/or requirements of federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.

7.5 **Betterment:** If, due to the Architect's error, any required item or component of the project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

7.6 **Buried Utilities:** The Owner will furnish to the Architect information identifying the type and location of underground improvements. The Architect (or his authorized subconsultant) will prepare a plan that shows the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. The Owner will approve of the locations of subsurface penetrations prior to their being made. The Owner agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the Architect and anyone for whom the Architect may be legally liable, for damages to underground improvements that result from subsurface penetration locations depicted by the Architect.

7.7 **Codes and Standards Compliance:** The Architect shall put forth reasonable professional effort to comply with codes, regulations, laws and standards in effect as of the date of this Agreement. Any design changes necessary after that date should be considered additional services and compensable.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect’s Compensation shall be:

The Basic Fee shall be a percentage rate applied to the cost of work. The cost of work will be identified in a Budget Amount, Statement of Probable Cost, Certified Bid Tab, and/or Project Construction Contract. The Basic Fee will be calculated using the Schedule of Basic Fee Rates (Attached). The Basic Fee will be updated with each billing.

The Owner shall pay the Architect an initial payment of Zero Dollars and Zero Cents (\$ 0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus Twenty-five percent (25.00 %).

Payments are due and payable upon receipt of the Architect’s monthly invoice. Amounts unpaid Zero () days after the invoice date shall bear interest from the date payment is due at the rate of Zero percent (0.00 %) , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors’ requests for substitutions of materials or systems; providing services necessitated by the Contractor’s failure to perform; and the extension of the Architect’s Article 1 services beyond Eighteen (18) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

- Article 7 - Other Conditions or Services
- Attachment A - Minimum Legal Requirements
- Attachment A.2 - ARPA Specific Specifications for Construction
- Attachment B - Hourly Rates
- Attachment C - Fee Structure For IAC Ventilation Projects
- Attachment D - Preliminary Project Production Schedule

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



OWNER (Signature)

Jeff Clemons, Chairman
(Printed name and title)



ARCHITECT (Signature)

Kevin Baughn, Principal
(Printed name, title, and license number, if required)

Init.

7.8 **Confidential Communications:** The Architect may be required to report on the past or current qualifications and/or performance of others engaged or being considered for engagement directly or indirectly by the Owner, and to render opinions and advice in that regard. Those about whom reports and opinions are rendered may as a consequence initiate claims of libel or slander against the Architect. To help create an atmosphere in which the Architect feels free to express himself candidly in the interest of the Owner, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from the professional opinions and reports rendered by the Architect to the Owner or the Owner's agents.

7.9 **Consequential Damages:** Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Owner or the Architect, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

7.10 **Corporate Protection:** It is intended by the parties to this Agreement that the Architect's services in connection with the project shall not subject the Architect's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Architect an Alabama corporation, and not against any of the Architect's employees, officers or directors, unless due to the gross negligence or willful intent of the Architect, its employees, officers or directors.

7.11 **Hazardous Materials:** It is acknowledged by both parties that the Architect's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the Architect or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at his option and without liability for consequential or any other damages, suspend performance of services on the project until the Owner retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the jobsite is in full compliance with applicable laws and regulations.

7.12 **Indemnification:** The Architect agrees, to the fullest extent permitted by law, to indemnify and hold the Owner harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Architect's negligent acts, errors or omissions in performance of professional services under this Agreement and those of his subconsultants or anyone for whom the Architect is legally liable. The Architect is not obligated to indemnify the Owner in any manner whatsoever for the Owner's own negligence. Likewise, the Owner is not obligated to indemnify the Architect in any manner whatsoever for the Architect's own negligence.

7.13 **Limitations of Liability:** The Architect shall have liability to the Owner for all damages sustained by the Owner caused by the negligence, error or omission of the Architect in the performance of this Agreement. Any such claim by the Owner against the Architect shall be limited to the amount of funds available from the professional errors and omissions insurance being provided by Architect hereunder, and Owner expressly agrees that such insurance coverage shall be the sole source of funds available to satisfy any such claim, right or cause of action of the Owner against the Architect arising out of the Architect's services under this Agreement. Architect represents that it has Professional liability Insurance in effect during the term of this Agreement with coverage limits of at least \$2,000,000.00 aggregate and \$1,000,000.00 per occurrence. Architect shall provide Owner with certificates of insurance evidencing such coverages upon request.

ARTICLE 7

Standard Short Form of Agreement Between Owner and Architect
Cullman County Commission

11 February 2022

7.14 **Notices:** Any notice given hereunder shall be deemed served immediately if hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed, or if transmitted by electronic delivery to the appropriate representative. Notices shall also be deemed served 2 business days after transmitted by registered, certified, express, or regular mail or by overnight courier service to the business address identified in this Agreement.

7.15 **Owner:** This Agreement is executed between the Architect and Cullman County Commission (owner). If the Owner elects to finance the construct this facility through the establishment of any other entity, then the Owner's responsibilities shall be transferred to that entity.

7.16 **Severability and Survival:** Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of the Agreement allocating responsibility or liability between the Owner and the Architect shall survive the completion of the services hereunder and the termination of this Agreement.

7.17 **Specification of Materials:** The Owner understands and agrees that products or building materials which are permissible under current building codes and ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous characteristics. The Architect shall, during the term of this Agreement, inform the Owner of any product or material specified for this project which the Architect becomes aware is a known or suspected health or safety hazard. The Owner agrees that if the Owner directs the Architect to specify any product or material, after the Architect has informed the Owner that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Owner waives all claims as a result thereof against the Architect. The Owner further agrees that if any product or material specified for this project by the Architect shall, at any future date be suspected or discovered to be a health or safety hazard, then the Owner shall waive all claims as a result thereof against the Architect.

7.18 **Standard of Care:** Services provided by the Architect under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

7.19 **Titles:** The titles used in this Agreement are for general reference only and are not part of the Agreement.

7.20 **Unauthorized Changes:** In the event the Owner consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by the Architect, the Owner recognizes that such changes and the results thereof are not the responsibility of the Architect. Owner agrees to release the Architect from any liability arising from the construction, use or result of such changes.

ARTICLE 7

Standard Short Form of Agreement Between Owner and Architect
Cullman County Commission

11 February 2022

7.21 Value Engineering: If the Owner retains the services of a Value Engineer (VE) to review the Construction Documents prepared for this project by the Architect, it shall be at the Owner's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the Architect's services. All recommendations of the VE shall be given to the Architect for his review, and adequate time will be provided for the Architect to respond to these recommendations. The Architect shall be compensated as Additional Service, as provided for herein, for all time spent to review the recommendations of the VE and to incorporate those accepted by both the Owner and the Architect. If the Architect objects to any recommendation made by the VE, he shall so state in writing to the Owner along with his reasons for objecting. If the Owner insists on incorporating in the Construction Documents any changes to which the Architect has objected in writing, the Owner agrees to release the Architect from any liability arising directly from the Owner's election not to incorporate in the Construction Documents the changes recommended by the VE, which were objected to in writing by the Architect to the Owner. Failure of the Architect to object in writing in a reasonable and timely manner shall render this release null and void and of no force and effect.

7.22 Owner's Responsibilities (Article 2): The Owner shall only furnish the consulting services listed that are applicable to this project. This project may require environmental testing services. Other services listed are not applicable to project as of Contract date.

ATTACHMENT A

MINIMUM LEGAL REQUIREMENTS

Section 31-13-1, et seq., of the Code of Alabama 1975 imposes conditions on the award of County contracts. Firms must agree to fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Architects and engineers should review and adhere to these guidelines as appropriate to their project type.

Section 41-16-5 of the Code of Alabama 1975 imposes conditions on the award of County contracts. The firm must certify that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Applicant agrees to comply with the requirements of section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the "Act"), regulations adopted by Treasury pursuant to section 603(f) of the Act, codified as 31 CFR Part 35, and guidance issued by Treasury regarding the foregoing. Applicant shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this project.

Federal regulations applicable to this contract include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
2. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension Nonprocurement, 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 80 and Treasury's implementing regulation at 31 C.F.R. Part 19.
3. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
4. New Restrictions on Lobbying, 31 C.F.R. Part 21.
5. Generally applicable federal environmental laws and regulations.

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Applicant agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

Applicant understands that making false statements or claims in connection with the use of ARPA funds is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

In accordance with 41 U.S.C. § 4712, applicant may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

1. A member of Congress or a representative of a committee of Congress;
2. An Inspector General;
3. The Government Accountability Office;
4. A Treasury employee responsible for contract or grant oversight or management;
5. An authorized official of the Department of Justice or other law enforcement agency;
6. A court or grand jury; or
7. A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Applicants shall inform their employees in writing of the rights and remedies provided for whistleblowers in the predominant native language of the workforce.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), recipient should encourage its contractors to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ATTACHMENT A.2

ARPA SPECIFIC SPECIFICATIONS FOR CONSTRUCTION

- Contractor agrees to abide by the minimum legal requirements included in Attachment 1.
- Contractor must use strong labor standards, including payment of a competitive and prevailing wage in the county.
- Contractor must adopt and follow high safety standards and provide training based upon the appropriate licensures, certifications, and industry standards.
- Contractor should prioritize local hiring consistent with the racial, gender, geographic, urban, rural, and economic diversity of the County.
- For contracts/subcontracts over \$100,000, work performed by mechanics and laborers are subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by 29 CFR Part 5, including, specifically, safety standards, limitations on hours in a work week and overtime for any work spent over 40 hours, and proper documentation for all employees.
 - (1) A contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek, except as provided 40 U.S.C. Chapter 37; and
 - (2) when a violation of clause (1) occurs, the contractor and any subcontractor responsible for the violation are liable—
 - (A) to the affected employee for the employee's unpaid wages; and
 - (B) to the Government, the District of Columbia, or a territory for liquidated damages as provided in the contract.

ATTACHMENT B

JMR+H ARCHITECTURE, PC

HOURLY RATES

ARCHITECT

Principal	\$200.00
Senior Architect	\$175.00
Architect	\$150.00
Interior Designer	\$125.00
Intern Architect	\$ 85.00
Specification Writer	\$100.00
Contract Administrator	\$95.00
Production Supervisor	\$90.00
CADD Technician	\$80.00
Administrative	\$60.00

MECHANICAL ENGINEER

Principal	\$185.00
Engineer	\$150.00
CADD Technician	\$80.00
Inspector / Site Survey	\$80.00
Administrative	\$60.00

ELECTRICAL ENGINEER

Principal	\$185.00
Engineer	\$150.00
CADD Technician	\$80.00
Inspector / Site Survey	\$80.00
Administrative	\$60.00

ATTACHMENT C
FEE STRUCTURE FOR IAC VENTILATION PROJECTS

The following is a sliding scale proposal response for Design and Contract Administration for IAC Ventilation projects as requested in the IAC RFP.

This proposal includes a percentage of construction cost based on a total anticipated 41 projects. One for each participating county in 3 cost categories.

The fees are as follows:

<u>Cost of Work</u>	<u>Fee in Percentage</u>
\$2,500,000	.075 or 7.5%
\$2,000,000	.080 or 8.0%
\$1,500,000	.085 or 8.5%
\$1,000,000	.090 or 9.0%

*Note:

For any embedded ARPA Ventilation Bid Item in a new construction project, the fee basis will be a percentage of the cost of construction (ventilation piece only) for a new project from the State of Alabama DCM Fee Schedule

ATTACHMENT D

PRELIMINARY PROJECT PRODUCTION SCHEDULE

- 10% SCHEMATIC FLOOR PLAN MARCH 7
- 35% PLAN SUBMISSION MARCH 28
- 65% PLAN SUBMISSION APRIL 11
- 95% PLAN SUBMISSION MAY 2
- 100% PLAN SUBMISSION MAY 23
- ADVERTISEMENT FOR BID MAY 26, JUNE 2, JUNE 9
- RECEIVE BIDS / PUBLIC BID OPENING JUNE 16

**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 Fax: 256-796-7039

January 18, 2022

Proposed considerations for upcoming Commission meeting on February 15th, 2022.

- Proposed plat Arrowhead Creek Subdivision. A minor subdivision containing 6 Lots located on County Road 515.

**BRYAN
CHEATWOOD**
County Engineer

bhcatwood@co.cullman.al.us



JON BRUNNER
Assistant Engineer

jbnmncr@co.cullman.al.us

Cullman County Engineering Department

2883 Highway 69 North - Cullman, AL 35058

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

January 31, 2022

Proposed considerations for upcoming Commission meeting on February 15th, 2022.

- Proposed plat Crooked Crane Subdivision. A minor subdivision containing 16 Lots located on County Road 936.

**BRYAN
CHEATWOOD**
County Engineer

bhcatwood@co.cullman.al.us



JON BRUNNER
Assistant Engineer

jbnmncr@co.cullman.al.us

Cullman County Engineering Department

2883 Highway 69 North - Cullman, AL 35058
Phone: 256-796-1336 Fax: 256-796-7039

January 31, 2022

Proposed considerations for upcoming Commission meeting on February 15th, 2022.

- Proposed plat Pointe Sixteen subdivision. A major subdivision containing 74 Lots located off County Road 204.



PEPSI COLA DECATUR LLC

62 IPSCO ROAD S.W.
RATLIFF INDUSTRIAL PARK

PHONE (256) 353-8334
FAX (256) 306-0905

P.O. BOX 2389
DECATUR, ALABAMA 35602



CULLMAN COUNTY COMMISSION

BID # 1374

January 31, 2022

It is with great pleasure that we submit this requested bid for the exclusive beverage services to the Cullman County Commission for the parks located at Smith Lake, Sportsman Lake, Clarkson Covered Bridge, Stony Lonesome OHV Park and Cullman County Ag. Center.

We have valued our longtime partnership and the close relationship between the Parks and Pepsi Cola Cullman. Our staff and personnel are ready and willing to serve the County Commission and Parks. Our mission and our commitment are to provide the service to the citizens of Cullman County and the parks they use.

Thank you for this opportunity to propose and serve. We look forward to our continued partnership.

Sincerely,

Kyle Shabel

Plant Manager

Pepsi Cola Decatur, LLC

Cullman Division

BID PROPOSAL #1374

Pepsi Cola Cullman proposes and offers the following:

I. EQUIPMENT:

Pepsi Cola will provide and maintain the described and needed equipment at the five facilities as requested in the bid. We will update and add equipment as needed and agreed upon by both parties.

II. SERVICE:

Our Cullman operation maintains seven full-time resident technicians who are dedicated to this market. Due to close proximity to all parks, we guarantee a short response time to all service-related issues. We can be at any location once the call is in and dispatched usually within the hour and no later than two hours.

We have three fully inventoried service vans and our technicians all carry cell phones in order to respond to service calls promptly. We do preventative maintenance to help deter problems that could arise after our normal working hours. Preventative maintenance will be done on a quarterly basis. We will check all equipment to insure working properly and clean as needed.

We will provide one service technician to be on call the three special Holiday events. Memorial Day, Fourth of July, and Labor Day. We are committed to service, and pride ourselves in providing the service that you and the residents and visitors to Cullman County Parks deserve.

III. ADDED VALUES:

- A. Pepsi Cola Cullman will commit to the following donations and in-kind services:
1. Banners as needed
 2. T-shirts and Polo shirts as needed and agreed upon by both parties.
 3. Trash Barrels as needed.
 4. Special Event trailers (no fountain) as needed based on availability
 5. Hospitality drinks for special events, such as but not limited to: Special Meetings of the board, 4th of July Celebration, Park employee picnic/events, Pepsi Free Ride Day, and other events mutually agreed upon by both parties.
 6. Donate two (2) cases of 12oz cups per year to Smith Lake Park and Sportsman Lake Park concessions.
 7. We will maintain the current PEPSI Can Water tank located at Smith Lake Park.
 8. Other donations and/or in-kin services that may be brought up by either party and mutually agreed upon by both.

Estimated Value of donations and in-kind services = \$30,000.00

B. SIGNAGE:

1. We will continue to look at new, upgrade and maintain all signage on an as needed basis and as mutually agreed upon by both parties.

C. FINANCIAL CASH ASSISTANCE:

1. \$7500.00 Per year, for length of contract, payable in June of each year.
2. \$1500.00 Per year, for length of contract, for Stony Lonesome OHV Park for any special events held at park.
3. Other special sponsorships and events mutually agreed upon by both parties during length of contract such as, and not limited to, events or venues, like Bass Tournaments, maps, etc. Possible donations of \$6,000.00 over the 3-year contract period.

IV. PRODUCT PRICE LIST:

3-Gal BIB Syrup	\$45.50
Co2 Tanks	\$33.00
12oz cups	\$15.75
16oz cups	\$20.20
20oz cups	\$22.00
32oz w/Lids	\$52.00
Gatorade 20oz 24pk	\$19.50
Gatorade 28oz 15pk	\$17.82
Aquafina 20oz 24pk	\$16.00
Aquafina 16.9oz 24pk	\$ 5.75
CSD 12oz 24pk	\$ 8.66
CSD 20oz 24pk	\$18.90
CSD 2 Liter 8pk	\$ 9.80
15oz Juice 12pk	\$18.50
Energy Drinks 16oz 12pk	\$18.95
Coffee 42ct 1.5oz filter pk	\$31.00
Hot Chocolate BULK 6/2lb	\$26.50
Hot Chocolate 50pk/box	\$10.00
Creamer/Sugar Canister	\$ 1.75
Stir Sticks 1000/box	\$ 5.00

Due to Annual increases in production and distribution costs, we reserve the right to increase pricing no greater than 5% annually.

V. FULL SERVICE COMMISSIONS:

Can Vendors:

\$.75 vend price = 42% commission rate

\$1.00 vend price = 50% commission rate

20oz Bottle Vendors:

\$1.00 vend price = 28% commission rate

\$1.50 vend price = 50% commission rate

\$2.00 vend price = 55% commission rate

BEVERAGE AGREEMENT

This agreement is entered into on this 15th day of February 2022 by and between Cullman County Commission and Pepsi Cola of Decatur, LLC/Cullman office.

The term of this agreement shall be for three (3) years beginning _____ 2022 and ending on _____ 2025 This agreement will automatically extend for two one-year terms beginning in May ~~2022~~, unless a 30-day written notice is given by either party prior to May 1st of that year.
2025

During the entire term of this agreement, Pepsi Cola and its allied products purchased from Pepsi Cola of Decatur, LLC/Cullman office shall be the exclusive beverage sold and or dispensed at all locations operated by the Cullman County Commissions at its parks.

Should either party not conform to the conditions of this agreement at any time during the term of said agreement, written notice must be given of intent to terminate agreement. If the cause or causes for reason to terminate are not satisfactorily corrected with 45 days, the agreement (contract) can be terminated at that time.

2/15/22
Date

[Signature]
Cullman County Commission

[Signature]
Witness

Pepsi Cola Decatur, LLC/Cullman

Witness

V. FULL SERVICE COMMISSIONS:

Can Vendors:

\$.75 vend price = 42% commission rate
\$1.00 vend price = 50% commission rate

20oz Bottle Vendors:

\$1.00 vend price = 28% commission rate
\$1.50 vend price = 50% commission rate
\$2.00 vend price = 55% commission rate

BEVERAGE AGREEMENT

This agreement is entered into on this _____ day of _____ 2022 by and between Cullman County Commission and Pepsi Cola of Decatur, LLC/Cullman office.

The term of this agreement shall be for three (3) years beginning _____ 2022 and ending on _____ 2025 This agreement will automatically extend for two one-year terms beginning in May 2025, unless a 30-day written notice is given by either party prior to May 1st of that year.

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Date

Cullman County Commission

Witness

Pepsi Cola Decatur, LLC/Cullman

Witness