

**CULLMAN COUNTY COMMISSION MEETING**  
**March 16, 2021**

**CALL TO ORDER AND WELCOME**

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

**CALL OF ROLL TO ESTABLISH QUORUM**

Tiffany Merriman, County Clerk, called the roll; present were Chairman Jeff Clemons, Commissioner Kerry Watson, Commissioner Garry Marchman, County Administrator John Bullard, County Engineer Bryan Cheatwood, and County Attorney Emily Johnston. Randall Waldrep, Water Department Director, gave the invocation. Matt Kinsland, Economic Development Project Coordinator, led the Pledge of Allegiance.

**APPROVE MINUTES OF THE FEBRUARY 18, 2021 MEETING ; APPROVE APPROPRIATIONS, EXPENDITURES, REQUISITIONS, AND ALL JOURNAL ENTRIES TO BE POSTED**

Commissioner Marchman made the motion to approve the minutes from the February 18, 2021 meeting; approve appropriations, expenditures, personnel actions, payroll, requisitions, and all journal entries to be posted. Commissioner Watson seconded. The motion passed upon a unanimous voice vote.

**PUBLIC /UPDATES**

No public comments or updates.

**NEW BUSINESS**

**Ratify City of Cullman abatement for ST Holdings LLC by Cullman City Economic Development Agency in the amount of \$1,165,000.00**

Stanley Kennedy, Project Manager, and Finance with Cullman Economic Development Agency addressed the Commission and stated this is an abatement the city passed a while back. This abatement is for a distribution center for bedding products. Twenty-four jobs will be created and a \$750,000.00 payroll. This impact from those salaries will give \$200,000.00 extra revenue for our local business with just over \$57,000.00 in funds for schools in the County over the next ten years. The abatement itself is only worth about \$82,000.00 to the company. School funds are never given away for abatements. Commissioner Marchman advised he is not aware of the company. Kennedy replied the company is Bedzzz Express. The real estate holding company is ST Holdings LLC. Commissioner Marchman made a motion to ratify the City of Cullman abatement for ST Holdings LLC by Cullman City Economic Development Agency in the amount of \$1,165,000.00. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Proclamation of Existence of Local Emergency**

Phyllis Little, EMA Director, stated the Governor has issued a State of Emergency for March 17, 2021 due to the threat of severe weather. This will allow the Commission to make decisions

without having to have a Special Meeting March 17, 2021. Commissioner Marchman expressed there are several ways to find our local storm shelters.

Phyllis Little, EMA Director, advised you can go onto the EMA website, Facebook, and the EMA phone app. Commissioner Watson made a motion to approve the Proclamation of Existence of Local Emergency. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

#### **Proclamation-April 2021 Child Abuse Prevention Month**

Emily Johnston, County Attorney, read the Proclamation presented to Nancy Bryant with Cullman Caring of Kids. Ms. Bryant described The Blue-Ribbon Story to the Commission. (Exhibit A) She stated 21 children passed away in Alabama from child abuse in 2020. (Exhibit B) Commissioner Marchman made a motion to approve the Proclamation-April 2021 as Child Abuse Prevention Month. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

#### **Proclamation- April 2021 Sexual Assault Awareness Month**

Emily Johnston, County Attorney, read the Proclamation presented to Olivia Heptinstall with Victim Services. Commissioner Watson made a motion to approve the Proclamation-April 2021 as Sexual Assault Awareness Month. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

#### **Recognition: Robert Thompson retiring after 31 years of service with the Road Department**

Judy Bradford, HR Manager, read the Certificate presented to Robert Thompson. Chairman Clemons, Commissioner Watson, and Commissioner Watson thanked Mr. Thompson for his service. Commissioner Marchman made a motion to approve the recognition of Robert Thompson retiring after 31 years of service with the Road Department. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

#### **Recognition: Kenneth Cobb retiring after 10 years of service with the Sanitation Department**

James Rollo, Sanitation Director, stated Mr. Cobb was unable to make the meeting due to his health. Please keep Mr. Cobb in your prayers. Commissioner Watson made a motion to approve the recognition of Kenneth Cobb retiring after 10 years of service with the Sanitation Department. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

#### **Resolution 2021-12: Change speed limit from 35 mph to 25 mph on County Road 369**

Bryan Cheatwood, County Engineer, explained to the Commission his staff inspected the road and found conditions on County Road 369 that warrant reducing the speed limit from 35 mph to 25 mph. Commissioner Marchman made a motion to approve Resolution 2021-12: Change speed limit from 35 mph to 25 mph on County Road 369. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Resolution 2021-13: Authorize Chairman to execute and submit an application with appropriate assurances to the State of Alabama, Department of Economic and Community Affairs, Office of Program Management, requesting Fiscal Year 2020 Community Block Grant CV Program Grant funds in the amount of \$600,000.00 to address various needs related to the COVID-19 Pandemic in Cullman County**

Bradley Williams, Economic Director, addressed the Commission and stated this resolution is to further clarify what steps that need to take place when applying for this grant on March 31, 2021. We hope to use this money to revamp the Old Rescue Squad building for a food bank for our senior services, Commission on Aging, and possibly a future testing center. There is no match for these funds. It is all money provided through the Community Development Block Grant(CDBG) CV Program Grant. Commissioner Watson approved the Resolution 2021-13: Authorize Chairman to execute and submit an application with appropriate assurances to the State of Alabama, Department of Economic and Community Affairs, Office of Program Management, requesting Fiscal Year 2020 Community Block Grant CV Program Grant funds in the amount of \$600,000.00 to address various needs related to the COVID-19 Pandemic in Cullman County. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Resolution 2021-14: Adoption 2021 Division F Phase I Regional Hazard Mitigation Plan**

Phyllis Little, EMA Director, explained they received notification that their revised plan has been approved by FEMA. The Hazardous Mitigation Plan must be revised every five years. The State of Alabama contracted with NARCOG and TARCOG to do the regional plans. Commissioner Marchman made a motion to approve Resolution 2021-14: Adoption 2021 Division F Phase I Regional Hazard Mitigation Plan. Commissioner Watson seconded. The vote passed on a unanimous voice vote. Chairman Clemons thanked Ms. Little for her hard work.

**Authorize payment of attorney's fees resulting from claim \$11,500.00 and Chairman to sign related documents**

Emily Johnston, County Attorney, stated this is a claim against the County to pay for outside attorney's fees. Commissioner Watson made a motion to authorize payment of attorney's fees resulting from claim \$11,500.00 and Chairman to sign related documents. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Authorize purchase of easements adjacent to Cullman Regional Airport to maintain existing runway approach**

Ben Harrison, Airport Manager, addressed the Commission and stated this is on the south end of the runway. This is the plan to rebuild the runway and comply with the next phase of the grant. Commissioner Marchman made a motion to authorize the purchase of easements adjacent to Cullman Regional Airport to maintain the existing runway approach. Commissioner Watson seconded. The vote passed on a unanimous voice vote.



**Authorize Commission to reappointment of Gordon Sandlin as Chairman of the Local Emergency Planning Committee for 2021**

Phyllis Little, EMA Director, explained the Local Emergency Planning Committee is required by Federal Law to meet once a year. Due to the COVID restrictions, the committee has not been able to meet in over a year. Commissioner Watson made a motion to authorize Commission to reappointment of Gordon Sandlin as Chairman of the Local Emergency Planning Committee for 2021. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Authorize Commission to reappointment of Phyllis Little as Vice Chairman of the Local Emergency Planning Committee for 2021**

Commissioner Marchman made a motion to authorize Commission to reappointment of Phyllis Little as Vice Chairman of the Local Emergency Planning Committee for 2021. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Authorize Commissioner Watson to reappoint Joe Golden to the Joppa Water Board for a 6-year term to expire 03/01/27**

Commissioner Watson made a motion to authorize Commissioner Watson to reappoint Joe Golden to the Joppa Water Board for a 6-year term to expire 03/01/27. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Authorize Commissioner Watson to reappoint Johnny Duke to the Walter Water Authority for a 6-year term to expire 03/01/27**

Commissioner Watson made a motion to authorize Commissioner Watson to reappoint Johnny Duke to the Walter Water Authority for a 6-year term to expire 03/01/27. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Consider moving four accounts(Law Library Fund, Worthless Check Fund, Revenue Discretionary Fund, and Contingency Fund) from BBVA Compass to Traditions Bank**

John Bullard, County Administrator, explained to the Commission that these are funds for other agencies, and they agree with moving the accounts to Traditions. Commissioner Marchman made a motion to approve moving four accounts(Law Library Fund, Worthless Check Fund, Revenue Discretionary Fund, and Contingency Fund) from BBVA Compass to Traditions Bank. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Consider the Coroner's request to appoint Dennis Marty as Deputy Coroner**

Commissioner Watson made a motion to approve the Coroner's request to appoint Dennis Marty as Deputy Coroner. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Consider amendment to Southern Health Partners Agreement increasing to 24-hour care on a trial basis through September 30, 2021, at an increased cost of \$12,194.20 per month**

John Bullard, County Administrator, addressed the Commission and stated this is to increase the 24-hour care needed and run to the end of the fiscal year. This would give us enough time to see if this would save the county money so we can budget for next year.

Commissioner Marchman made a motion to approve the amendment to Southern Health Partners Agreement increasing to 24-hour care on a trial basis through September 30, 2021, at an increased cost of \$12,194.20 per month. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

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

Doug Davenport, Park Director, explained this is an agency that handles the sound system and lighting for three entertainment festivals to be held at Smith Lake Park. Commissioner Watson made a motion to approve the contract between the Cullman County Commission and Post Panda and authorize Chairman to sign related documents. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Consider approval for payment in the amount of \$18,844.00 to Smith-Gray Insurance Agency Inc for premiums due from audit conducted by Travelers Insurance Company from 12/1/2019-12/01/2020**

John Bullard, County Administrator, advised this is an audit to see what has been added. These are additions throughout the year. Commissioner Marchman made a motion to approve the payment in the amount of \$18,844.00 to Smith-Gray Insurance Agency Inc for premiums due from audit conducted by Travelers Insurance Company from 12/1/2019-12/01/2020.

Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Consider request from the Water Department to add cellular communication to the fire panel and annual fire inspections for fire system devices at the Cullman County Water Department-installation- \$965.35 with a monthly cost of \$66.83**

Randall Waldrep, Water Department Director, explained this is an upgrade to the system that was installed in 2013. The Water Department has been receiving false alarms at the fire panel. The cellular communicator will resolve those issues. This also includes the inspection of the system. Commissioner Watson made a motion to approve the request from the Water Department to add cellular communication to the fire panel and annual fire inspections for fire system devices at the Cullman County Water Department-installation- \$965.35 with a monthly cost of \$66.83. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Consider Spring Clean-up for the month of May through the Sanitation Department**

James Rollo, Sanitation Director, stated this gives all the customers in Cullman County a free(one-time dump)for the month of May. This helps citizens clean up their yards.

Commissioner Marchman made a motion to approve the Spring Clean-up for the month of May

through the Sanitation Department. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Consider authorizing bid for an Environmental Cab Crawler Tractor with Blade to be used by the Cullman County Office of the Alabama Forestry**

Albert Mayo, Forestry Specialist, addressed the Commission and stated they have a 40- year-old dozer that is used for fire suppression and fire lane construction that needs to be replaced. The dozer will be paid for with appropriation money. Mr. Mayo stated he provided John Bullard the specifications. The next step would be to bid it out, see what the amount comes back to, and then bring it back to the Commission for the approval of the purchase. If the Commission decides to accept the bid, then the Commission would do a reversionary agreement so that the equipment would have to stay in Cullman County. The Alabama Forestry has money from previous allocations to help fund this purchase. Each year the Commission can take a portion of the allocation to pay the money back. Commissioner Watson made a motion to approve authorizing bid for an Environmental Cab Crawler Tractor with Blade to be used by the Cullman County Office of the Alabama Forestry. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Consider creating "Restore Cullman County Roads Fund" allocating money for road restoration plan**

John Bullard, County Administrator, explained this is a fund that will help restore some Cullman County roads. \$1.2 million will be moved over, as well as some money from increased revenue throughout the pandemic. This will make it an even \$2 million that can be moved to the restoration fund so that the engineer can use the funds for materials and help restore some roads that are in worst shape. Commissioner Watson questioned if the amount would be in addition to the funds in the road maintenance budget? Mr. Bullard explained the engineer has his regular road maintenance budget, and this will be on top of that budget. Commissioner Marchman made a motion to approve creating "Restore Cullman County Roads Fund" allocating money for road restoration plan. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**WORK SESSION**

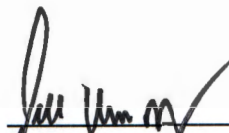
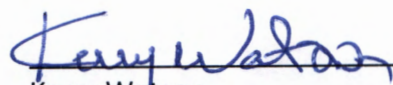

The Commission will hold a Work Session on Tuesday, April 20, 2021, at 4:30 p.m. in the commission meeting room.

**NEXT REGULAR COMMISSION MEETING TUESDAY, APRIL 20, 2021**

Chairman Clemons announced the next commission meeting will be Tuesday, April 20, 2021, at 6:00 p.m. in the commission meeting room.

**ADJOURN THE MEETING**

Commissioner Watson made a motion to adjourn the meeting. Commissioner Marchman seconded, and the meeting was adjourned at 6:33 p.m.

  
\_\_\_\_\_  
Jeff Clemons,  
Chairman  
\_\_\_\_\_  
Kerry Watson,  
Associate Commissioner  
\_\_\_\_\_  
Garry Marchman,  
Associate Commissioner

## RESOLUTION

This Resolution is made this 26<sup>th</sup> day of October, 2020 (the Effective Date) by the City of Cullman, Alabama (the Granting Authority), to grant a tax abatement for S T Holdings, LLC (the Company).

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

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

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

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

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

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

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

WHEREAS, the construction of the project will involve capital investment of \$1,165,000 ; and

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

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



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

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

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

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

all mortgage and recording taxes

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

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

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

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

I hereby certify that the foregoing was duly adopted by the City of Cullman, Alabama of Alabama at a meeting held on the 26<sup>th</sup> day of October, 2020.

BY:  L. S.

Its: Mayor

ATTEST:

Wesley A. Thorne

## **Tax Abatement Agreement**

This agreement is made this **26th** day of **October, 2020**, (the Effective Date)

by and between the **City of Cullman, Alabama** (the Granting Authority),

and **ST Holdings, LLC**. (the Company), its successors and assigns.

WHEREAS, the Company's North American Industry Classification System Code **315280**, meets the qualifications of an industrial or research enterprise in accordance with Section **40-9B-3(f)**, Code of Alabama 1975, as amended.

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

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

located within the jurisdiction of the Granting Authority; and

WHEREAS, the Project is estimated to be completed by **28<sup>th</sup>** day of **April, 2021**; and

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

**X** inside the city limits of **THE CITY OF CULLMAN**,

**X** inside the police jurisdiction of **THE CITY OF CULLMAN**,

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

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

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

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

all mortgage and recording taxes; and

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

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

WHEREAS, at its meeting held on the **26th** day of **October, 2020** (the Meeting), the Granting Authority approved the Company's application for abatement of (check all that apply):

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

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

all mortgage and recording taxes; and

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

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

**X** owned by the entity applying for the abatement,

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

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

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

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

WHEREAS, the Project conducts trade or business as described in any of the following 1987 Standard Industrial Classification Major Groups 20 to 39, inclusive 50 or 51, Industrial Group Number 737, or Industry Numbers 0724, 4613, 8727, 8733, or 8734, as set forth in the Standard Industrial Classification Manual published by the United States Government Office of Management and Budget; and

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

WHEREAS, if the Project is a major addition to an existing facility the addition equals the lesser of (1) thirty (30) percent of the original cost of the industrial development property, or (11) \$2,000,000; and

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

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

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

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

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

(b) Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 27 of Title 40 of the Code of Alabama 1975 on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education;

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

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

☒ (a) If no bonds are to be issued, noneducational ad valorem taxes are expected to be approximately \$ 4,777.00 per year and the maximum period for such abatement shall be valid for a period of 10 years, beginning with the October 1 lien date next proceeding the acquisition date of abated property.

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

(c) Construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$00 and such abatement shall not extend beyond the date the Project is placed in service.

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

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

(a) Amount to be invested in the Project: \$1,165,000;

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

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

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

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

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

### GENERALLY

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

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

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

☒ all state and local noneducational ad valorem taxes,

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

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

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



This Agreement is executed as of the dates specified below.

St Holdings, LLC  
(the Company)

By: Mark W. Bond

Name: Mark Bond

Title: Managing Member

Date: October 26, 2020

City of Cullman  
(the Granting Authority)

By: Woody Jacobs

Name: Woody Jacobs

Title: Mayor

Date: October 26, 2020



## ALABAMA DEPARTMENT OF REVENUE

Form CO: CAA  
7/09Application to Local Granting Authority  
for Abatement of TaxesNoneducational Sales and Use Taxes,  
Noneducational Property Taxes, and/or Mortgage and Recording Taxes

This form is to be submitted to the local granting authority for their consideration in granting an abatement of all state and local noneducational property taxes, all construction related transaction (sales and use) taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or mortgage and recording fees, in accordance with the provisions of Section 40-9B-1 et seq., Code of Alabama 1975.

1. TYPE OF ABATEMENT APPLYING FOR: Sales & Use Taxes <input type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Mortgage & Recording Taxes		2. PROJECT NAICS CODE: <b>315280</b>
3. TYPE OF PROJECT: <input checked="" type="checkbox"/> New Project <input type="checkbox"/> Major Addition To An Existing Facility		
4. DOES MAJOR ADDITION EQUAL THE LESSER OF: (CHECK APPLICABLE BOX) <input type="checkbox"/> \$2,000,000 OR <input type="checkbox"/> 30% of original cost of existing property, original cost \$		
5. PROJECT APPLICANT: ST Holdings, LLC		DBA: BEDZZZ EXPRESS
6. ADDRESS OF APPLICANT: 5310 MOUNTAIN PARK DRIVE		
CITY: INDIAN SPRINGS	STATE: AL	ZIP CODE: 35124
7. NAME OF CONTACT PERSON: MARK W. BOND	TELEPHONE NUMBER: ( 205 ) 567-1104	8. DATE COMPANY ORGANIZED: 03/02/2017
9. PHYSICAL LOCATION OF PROJECT: 1644 JOHN H. COOPER DRIVE SE		
CITY (IF OUTSIDE CITY LIMITS, PLEASE INDICATE): CULLMAN	COUNTY: CULLMAN	ZIP CODE: 35055
10. BRIEF DESCRIPTION OF PROJECT (PLEASE ATTACH A COMPLETE AND DETAILED LISTING OF PROJECT PROPERTY COSTS TO ENABLE A COST/BENEFIT ANALYSIS BY GRANTING AUTHORITY): NEW WAREHOUSE FACILITY FOR MATTRESSES FOR CHAIN OF RETAIL STORES		
11. ESTIMATED DATE CONSTRUCTION WILL BEGIN: NA	12. ESTIMATED DATE CONSTRUCTION WILL BE COMPLETED: NA	13. ESTIMATED DATE PROPERTY WILL BE PLACED IN SERVICE: NOVEMBER 1, 2020

14. HAVE BONDS BEEN ISSUED FOR PROJECT: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, date bonds issued:		15. WILL BONDS BE ISSUED FOR PROJECT <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, projected date of issue:	
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16. ESTIMATED NUMBER OF NEW EMPLOYEES	17. ESTIMATED ANNUAL PAYROLL OF NEW EMPLOYEES	Estimated Investment for Project	18. COST OR VALUE FOR PROPERTY TAX	19. COST SUBJECT TO SALES TAX
INITIALLY	INITIALLY		18a	
18	\$560,000	a. Land (if donated, show market value).....	150,000	XXXXXXXXXXXX
YEAR 1	YEAR 1		18b	
20	\$620,000	b. Existing Building(s) (if any).....	1,000,000	XXXXXXXXXXXX
YEAR 2	YEAR 2		18c	
22	\$680,000	c. Existing Personal Property (if any).....	15,000	XXXXXXXXXXXX
YEAR 3	YEAR 3		18d	
24	\$740,000	d. New Building(s) and/or New Additions to Existing Building(s) (19d = building materials only).....	0	19d
		e. New Manufacturing Machinery.....	18e	19e
		f. Other New Personal Property (non-mfg machinery, office equipment, computers, etc.).....	18f	19f
		g. TOTALS (PROPERTY TAX TOTAL MUST EQUAL TOTAL PROJECT INVESTMENT. SALES TAX TOTAL WILL BE LESS.).....	18g	19g
			\$1,165,000	\$0

The abatement of noneducational property taxes is based on the market value of specific assets; therefore, the actual amount of taxes abated is determined each year as the property is assessed and valued. An abatement of noneducational sales and use taxes shall apply only to tangible personal property and taxable services incorporated into private use industrial property, the cost of which may be added to capital account with respect to the property, determined without regard to any rule which permits expenditures properly chargeable to capital account to be treated as current expenses. No abatement of sales and use taxes shall extend beyond the date private use industrial property is placed in service. A verification inspection of qualifying property will be conducted by the Alabama Department of Revenue to insure compliance with Section 40-9B-1 et seq., Code of Alabama 1975, as amended.

I hereby affirm that to the best of my knowledge and belief the information in this application and any accompanying statement, schedules, and other information is true, correct and complete.

MARK W. BOND

NAME (PRINT)

Mark W. Bond

SIGNATURE

MANAGING MEMBER

TITLE

10/22/2020

DATE



**S T Holdings, LLC**  
**Abatement & Educational Tax Revenue Estimate**  
**October 26, 2020**

	<b>Investment</b>
Land&Building	\$1,165,000
Equipment & Machinery	\$0
<b>Total Project</b>	<b>\$1,165,000</b>
<b>Sales Education Tax Revenues on Construction Materials</b>	
Total Plant Building Cost	\$1,165,000
Estimated Ratio of Cost of Materials	0.5
Cost of Materials	\$582,500
Education Sales Tax Rate = 1.6%	0.016
<b>Total Construction Sales Education Tax Revenues</b>	<b>\$9,320</b>
Percentage of Sales Tax Abated = 6.9%	0.069
<b>Total Abated Sales Tax</b>	<b>\$40,193</b>
<b>Sales &amp; Use Education Tax Revenues On Equipment</b>	
Total Equipment	\$0
Education Use Tax Rate = 1.37%	0.0137
<b>Total Sales Education Tax Revenues, Equipment</b>	<b>\$0</b>
Percentage of Use Tax Abated = 2.13%	0.02133
<b>Total Abated Use Tax</b>	<b>\$0</b>
<b>Ad Valorem Education Tax Revenues</b>	
Value of Project	\$1,165,000
Current Ratio of Assessed to Market Value	0.2
Tax Rate On Proposed Site	\$233,000
Education Millage Rate for the City of Cullman = 20.5 unabateable	0.0205
<b>Annual Ad Valorem Education Tax Revenues</b>	<b>\$4,777</b>
Ten Year Period	10
<b>Total Ad Valorem Education Tax Revenues</b>	<b>\$47,765</b>
Abated Millage Rate = 18 Mills Abated	0.018
<b>Annual Abated Ad Valorem Taxes</b>	<b>\$4,194</b>
<b>Total Ad Valorem Abated Tax Revenues</b>	<b>\$41,940</b>
<b>Totals</b>	
Sales/ Use Tax, Construction Materials	\$9,320
Sales/ Use Tax, Equipment	\$0
Ad Valorem Taxes	\$47,765
<b>Total Education Tax Revenues Over 10 Years</b>	<b>\$57,085</b>
Total Abated Sales Tax	\$40,193
Total Abated Use Tax	\$0
Total Ad Valorem Abated Tax Revenues	\$41,940
<b>Total Taxes Abated over 10 Year Period</b>	<b>\$82,133</b>

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

Note: The incentive offered by both the State of Alabama and the City of Cullman available to companies which meet the minimum investment and employment requirements as set forth by the State of Alabama.

**Proclamation of Existence of Local Emergency**

**STATE OF ALABAMA**

**COUNTY OF CULLMAN**

WHEREAS, in accordance with State law, which empowers the Cullman County Commission to determine the existence or threatened existence of a local emergency when said County is affected or likely to be affected by public calamity; and

WHEREAS, the Cullman County Commission has been requested by the Coordinator/Director of the Emergency Management Agency of Cullman County to determine the existence of a local emergency therein due to the imminent threat of damage to the local infrastructure by severe storm, tornado damage, flooding or other causes; and

WHEREAS, said County Commission does hereby find:

That conditions of extreme peril to the safety of persons and property have arisen within said County, caused by severe storm, tornado damage, flooding, or other causes, commencing on or about 5:00 a.m. on the 17<sup>th</sup> day of March 2021; and

That the aforesaid conditions of extreme peril warrant and necessitate the determination of the existence of a local emergency;


NOW, THEREFORE, IT IS HEREBY RESOLVED that a local emergency now exists throughout said County; and emergency assistance is requested and major disaster assistance is requested; and

IT IS FURTHER PROCLAIMED AND ORDERED during the existence of said local emergency the powers, functions, and duties of coordinator of the Emergency Management Agency and the emergency organization of this County shall be those prescribed by State law, by charter, ordinances, and resolutions of the Cullman County Commission on March 17, 2021.

Done this the 16<sup>th</sup> day of March 2021

  
\_\_\_\_\_  
Jeff Clemons, Chairman

  
\_\_\_\_\_  
Kerry Watson, Associate Commissioner

  
Garry Marchman, Associate Commissioner

Attest:   
County Clerk





STATE OF ALABAMA  
**PROCLAMATION**  
BY THE GOVERNOR

WHEREAS the Alabama Emergency Management Act of 1955, as amended, confers upon the Governor the power to proclaim a state of emergency when a natural disaster of major proportions has occurred or is reasonably anticipated in the immediate future, *see* Ala. Code § 31-9-8 (1975);

WHEREAS the National Weather Service has forecast a severe weather event for the State of Alabama with significant potential for strong winds, flooding, hail, and tornadoes;

WHEREAS this severe weather event is expected to cause significant damage to public and private property and seriously disrupt essential utility services and systems;

WHEREAS, due to the outbreak of the 2019 novel coronavirus known as COVID-19, a state public health emergency is currently in effect that has strained state and local resources and that has required extraordinary measures to prevent the spread and mitigate the consequences of COVID-19;

WHEREAS those extraordinary measures include a series of emergency proclamations issued by me, as Governor of Alabama, in connection with the state public health emergency I proclaimed on March 13, 2020, the Order of the State Health Officer Suspending Certain Public Gatherings Due to Risk of Infection by COVID-19, and various local government orders related to COVID-19 (collectively "the COVID-19 Orders"); and

WHEREAS this severe weather event, coupled with the COVID-19 public health emergency, poses extraordinary conditions of disaster and of extreme peril to the safety of persons and property within the State, and it is anticipated that these conditions, by reason of their magnitude, are, or are likely to be, beyond the control of the services, personnel, equipment, and facilities of any single county, city and county, or city, and will require combined forces to combat, *see* Ala. Code § 31-9-3;

NOW THEREFORE, I, Kay Ivey, Governor of the State of Alabama, pursuant to the relevant provisions of the Alabama Emergency Management Act of 1955, as amended, Ala. Code §§ 31-9-1 *et seq.*, do hereby proclaim that a state of emergency exists in the State of Alabama, effective at 6:00 p.m. CDT on Tuesday, March 16, 2021. I direct the activation of the Alabama Emergency Operations Plan and all appropriate annexes for purposes of the State's response to this severe weather event. The Alabama Emergency Management Agency State Emergency Operations Center shall be activated for purposes of responding to this incident, as shall be all affected or potentially affected Alabama Emergency Management Divisions.

FURTHER, I hereby proclaim and direct all of the following:

**I. Applicability of COVID-19 Orders**

Because this severe weather event will occur during the State's response to the COVID-19-related public health emergency, I find that it would further promote the safety and protection of the people of Alabama to clarify the applicability of the COVID-19 Orders as they relate to this severe weather event. To that end:

- A. The documents shall be subject to approval and clearance by the Alabama Department of Transportation and the Alabama Law Enforcement Agency and shall cover specific designated state routes.
- B. Transporters are responsible to ensure that they have proper oversize signs, markings, flags, and escorts as defined in the State of Alabama's rules and regulations.
- C. Insurance requirements shall not be waived.
- D. Nothing in this proclamation shall be construed to allow any vehicle to exceed the weight limits posted for bridges and like structures, nor shall anything in this proclamation be construed to relieve any vehicle, or the carrier, owner, or driver of any vehicle from compliance with any restrictions other than those specified in this proclamation, or from any statute, rule, order, or other legal requirement not specifically waived herein.

#### **VI. State government office closings**

State government offices may be closed at the direction of the Governor. State agency heads will receive instructions from the Governor's Office or the State Personnel Director if closures are authorized.

#### **VII. Actual expense reimbursement**

I find that it is fair, reasonable, and appropriate that those State of Alabama employees who are required to perform disaster recovery and response services away from their home base of operations for this event be reimbursed for the actual expenses they incur while performing these services on behalf of the State of Alabama. Therefore, I authorize the reimbursement of actual and necessary expenses, as prescribed by the Fiscal Policies and Procedures Manual, for state employees who have been, are being, or may be called away from their home base in response to this state of emergency. All such claims for expense reimbursement must be reasonable and must be certified as such by the employee's agency head or appointing authority.

**FURTHER**, to the extent a provision in this proclamation conflicts with any provision of state law, that law is hereby suspended for the duration of this state of emergency, and this proclamation shall control.

**FURTHER**, I declare that this emergency proclamation applies only to the response and recovery operations for this particular severe weather event. This proclamation, and all subsequent orders, laws, rules, or regulations issued pursuant hereto, shall remain in full force and effect for the duration of this state of emergency, unless rescinded or extended by proclamation.

CULLMAN COUNTY  
COMMISSION

PROCLAMATION

***Child Abuse Prevention Month***

**WHEREAS**, Child Abuse Prevention Month is a time to acknowledge the importance of families and communities working together to prevent child abuse and neglect, and to promote the social and emotional well-being of children and families; and

**WHEREAS**, Cullman Caring for Kids and Cullman County CASA have been serving the children of Cullman County since 1988 with the mission that no child will ever be abused, that no child will go to bed hungry and that no infant will ever be shaken in anger; and

**WHEREAS**, our children are our most valuable resource and will shape the future of the Cullman County; and

**WHEREAS**, child abuse is considered to be one of our nation's most serious public health problems with scientific studies documenting the link between the abuse and neglect of children and a wide range of medical, emotional, psychological, and behavioral disorders; and

**WHEREAS**, promoting effective child abuse prevention programs succeed because of partnerships created among families, social service agencies,,schools, faith communities, civic organizations, law enforcement agencies, and the business community; and

**WHEREAS**, during the month of April and throughout the year, our communities are encouraged to share child abuse and neglect prevention awareness strategies and activities and promote prevention across the county.

**NOW, THEREFORE, BE IT RESOLVED**, that the Cullman County Commission hereby proclaims the month of April 2021, to be

**CHILD ABUSE AND NEGLECT PREVENTION MONTH**

The Cullman County Commission commends this observance during April 2021 to the citizens of Cullman County, Alabama

This 16th day of March 2021

  
Jeff Clemons, Chairman





### **The Blue Ribbon Story**

In 1989 a Virginia grandmother was grieving the death of her grandson and the battery of her granddaughter at the hands of their abusive father. As a reminder of the bruises she had seen on her grandchildren's bodies, Bonnie Finney attached a blue ribbon to the antenna of her van. Soon, the blue ribbon was "ATTACHED" to the nationwide cause to prevent child abuse. Wear this ribbon during the month of April as a way to remind those around you that we all have a part to play in keeping children safe. If we suspect a child is being abused or neglected, we are obligated to report those suspicions to the state child abuse hotline or local law enforcement.

Cullman Caring for Kids – 256-739-1111

ENOUGH IS ENOUGH! **STOP** CHILD ABUSE NOW!



<i>CASEN</i>	<i>KAMILLE</i>
<i>MICHAEL</i>	<i>JAMES</i>
<i>JAYCE</i>	<i>TANARIUS</i>
<i>HAYDEN</i>	<i>COREY</i>
<i>KAIDEN</i>	<i>PAIZLEE</i>
<i>JAYDEN</i>	<i>CARTER</i>
<i>BRAYDEN</i>	<i>SEAN</i>
<i>DEMETRIC</i>	<i>ISALAH</i>
<i>TRAYTON</i>	<i>JAMICHAEL</i>
<i>RALYEN</i>	<i>RAELEIGH</i>

*DEVENA*

CONTACT CULLMAN CARING FOR KIDS (256)739-1111

CHILD ABUSE HOTLINE 1-800-4-A-CHILD

**THERE'S NO EXCUSE FOR CHILD ABUSE!!**

**21** CHILDREN **DIED** IN **ALABAMA** FROM CHILD ABUSE IN 2020



**YOU CAN MAKE A DIFFERENCE!  
WILL YOU?**



**ENOUGH IS ENOUGH  
STOP CHILD ABUSE NOW**



**Cullman Caring For Kids**  
*"A Family Resource Center"*

Our dream, our mission is that no child will ever be abused, no child will go to bed hungry, no infants will ever be shaken in anger and the cycle of abuse will be stopped.

CULLMAN COUNTY  
COMMISSION

# PROCLAMATION

## ***April as Sexual Assault Awareness Month***

**Whereas**, Sexual Assault Awareness Month is intended to draw attention to the fact that sexual violence is widespread and impacts every community member of Cullman County; and

**Whereas**, rape and sexual assault affect women, children and men of all racial, cultural, and economic backgrounds; and

**Whereas**, Nearly 1 in 5 women(18.3%) and 1 in 71 men (1.4%) in the United States have been raped at some time in their lives, including completed forced penetration, attempted forced penetration, or alcohol/drug facilitated completed penetration.

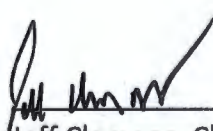
**Whereas**, an estimated 13% of women and 6% of men have experienced sexual coercion in their lifetime(i.e., unwanted sexual penetration after being pressured in a nonphysical way); and 27.2% of women and 11.7% of men have experienced unwanted sexual contact.

**Whereas**, most female victims of completed rape (79.6%) experienced their first rape before the age of 25; 42.2% experienced their first completed rape before the age of 18 years.

**Whereas**, the Cullman County Commission strongly supports the efforts of national, state, local partners and every citizen to actively engage in public and private efforts to end sexual violence, including conversations about what sexual violence is, how to prevent it, how to help survivors connect with crucial services, and, how every segment of our society can work together to better address sexual violence. It is time to support one another to create a safe environment;

**NOW THEREFORE BE IT RESOLVED**, that the Cullman County Commission joins communities across the country in playing an active role to prevent sexual violence. We do hereby proclaim April as "Sexual Assault Awareness Month."

Signed this 16<sup>th</sup> day of March 2021.

  
\_\_\_\_\_  
Cullman County Commission

State of Alabama  
Cullman County

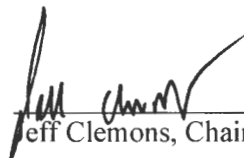
**RESOLUTION NO. 2021-12**

**WHEREAS**, the Cullman County Commission on the basis of an engineering and traffic investigation determines that the maximum speed permitted under Article 8, Title 32, Chapter 5A, Code of Alabama, 1975 for the County Road 369, from intersection County Road 282 southward to end of road is greater than is reasonable and safe under the conditions found to exist upon said road; it is

**THEREFORE RESOLVED**, that the proper maximum speed for County Road 369, from intersection of County Road 282 southward to end of road is set at 25 miles per hour at all times and no person shall operate a motor vehicle in excess of 25 mph set speed on said portion of County Road 289;

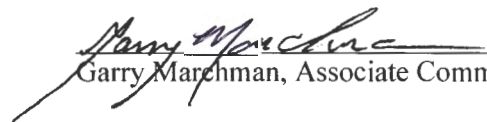
**IT IS FURTHER RESOLVED**, that any violations of this Resolution shall be unlawful and punished pursuant to Title 32, Chapter 5A, Code of Alabama, 1975.

**ADOPTED** this the 16<sup>th</sup> day of March 2021.

  
Jeff Clemons, Chairman

  
Kerry Watson, Associate Commissioner

ATTEST:  
  
County Clerk

  
Garry Marchman, Associate Commissioner



# CULLMAN COUNTY COMMISSION

## RESOLUTION: 2021-13

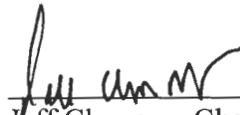
**WHEREAS**, the Cullman County Commission, acting by and through its County Commission proposes to apply for CARES ACT Community Development Block Grant (CDBG) CV Program Grant funds to address various needs related to the COVID-19 Pandemic in Cullman County; and

**WHEREAS**, under the terms and provisions of Title I of the Housing and Community Development Act of 1974, as amended, the Cullman County Commission, is required to designate and appoint a Financial Officer to perform certain duties in the applying for said grant.

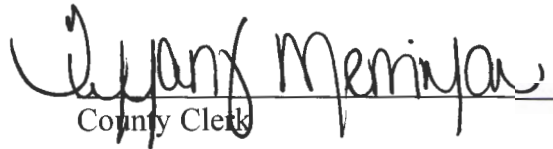
**NOW, THEREFORE**, be it resolved by the County Commission of Cullman County as follows:

**THAT, Jeff Clemons, Chairman**, is hereby authorized to execute and submit an application with appropriate assurances to the State of Alabama, Department of Economic and Community Affairs, Office of Program Management, requesting Fiscal Year 2020 Community Development Block Grant CV Program Grant funds in the amount of **\$600,000.00** to address various needs related to the COVID-19 Pandemic in Cullman County; and

**READ AND ADOPTED** this the **16th** day of **March 2021**.

  
\_\_\_\_\_  
Jeff Clemons, Chairman

Attest:

  
\_\_\_\_\_  
County Clerk

**Resolution 2021-14**

**2021 Division F Phase I Regional Hazard Mitigation Plan**

**Resolution of Adoption**

**WHEREAS,** the Division F (Phase I) Regional Hazard Mitigation Plan has been updated in accordance with FEMA requirements at 44 C.F.R. 201.6; and

**WHEREAS,** the County of Cullman participated in the updating of this multi-jurisdictional plan, covering Cherokee, Cullman, DeKalb, and Etowah counties and their municipalities; and

**WHEREAS,** the County of Cullman has afforded its members an opportunity to comment and provide input in the plan and actions therein; and

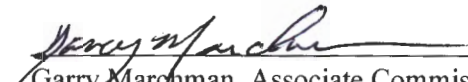
**WHEREAS,** the County of Cullman has reviewed the plan and affirms that the plan will be updated no less than every five years.

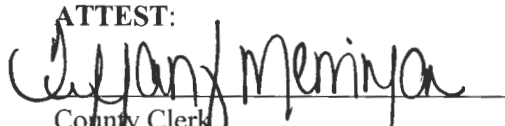
**NOW THEREFORE, BE IT RESOLVED** by the Cullman County Commission adopts the 2021 Division F (Phase I) Regional Hazard Mitigation plan and resolves to execute the actions identified.

**ADOPTED,** this 16th day of March, 2021 at the meeting of the Cullman County Commission.

  
Jeff Clemons, Chairman

  
Kerry Watson, Associate Commissioner

  
Garry Marchman, Associate Commissioner

**ATTEST:**  
  
County Clerk



STATE OF ALABAMA     )

COUNTY OF CULLMAN    )

### AGREEMENT

THIS EVENT AGREEMENT ("Agreement") is entered into as of this the 17<sup>th</sup> day of February, 2021, 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 29, 2021, Sunday, July 4, 2021, Sunday, September 5, 2021, and Monday, September 6, 2021; 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 2021, and concluding with the Labor Day Holiday weekend / Sweet Tater Festival of 2021, 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 29, 2021), Independence Day (Sunday, July 4, 2021), and Labor Day weekend (Sunday, September 5, 2021, and Monday, September 6, 2021), 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 29, 2021. Music for the Festival shall begin at 9:30 a.m. and shall last until 6:00 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 Sunday, July 4, 2021. 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 5, 2021, and on Monday, September 6, 2021. Music for the Sunday Festival shall begin on September 5, 2021, at 9:30 a.m. and shall last until 6:00 p.m. Music for the Monday Festival shall begin on September 6, 2021, 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, 2021;
- 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, 2021;
- 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, 2021.

### **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 5-6, 2021).

### **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/emailed 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 Clemons  
Jeff Clemons/Chairman

Print Name / Title

Date: 3/16/21

Post Panda Promotions, LLC

By: Alex Cripe // Owner  
[Signature]

Print Name / Title

Date: 2/17/21