

RESOLUTION NO. 2026 - 90

REAPPOINTING THE CITY ATTORNEY TO PROVIDE LEGAL SERVICES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CULLMAN, ALABAMA, AS FOLLOWS:

Section 1. The City Council for the City of Cullman hereby reappoints Brandy M. Lee of the Lee Law Firm, LLC as the City Attorney for the City of Cullman to advise and represent the City of Cullman pursuant to the contract attached hereto.

Section 2. Effective Date. This Resolution shall be effective following passage and approval by the City Council.

ADOPTED BY THE CITY COUNCIL this the 20th day of April 2026.

President of the City Council

ATTEST:

City Clerk

APPROVED BY THE MAYOR this the 20th day of April 2026.

Mayor

COUNCIL AGENDA REQUEST

Date: 04/15/2026

Department: Administration Name: Pam Leslie

Phone: 256-775-7104 Email: pleslie@cullmanal.gov

Type of request (select all that apply):

- Alcohol License
- Budget Amendment
- Contract Approval
- Public Comment
- Special Event
- Other
- Annexation
- Change Order
- Petition
- Resolution
- Tax Abatement
- Bid Award
- Codification Change
- Proclamations
- Rezoning
- Variance

Reason for Request:

To consider the reappointment of Brandy Lee as the city attorney

Supporting Documentation:

Attach supporting documentation.

Signature:  

Signed by: Pam Leslie
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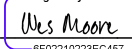
Approval Sequence:

1. Administration – City Clerk’s Office

Verifies form is completed and proper documentation is attached.

Approved to Move Forward Rejected Return to Requestor

Comments:

Signature:  Date: April 15, 2026 | 10:55 AM CDT

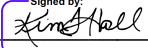
Signed by: Wes Moore
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2. Council Committee Chairperson - Kim Hall

Ensures necessity of the request.

Approved to Move Forward Rejected Return to Admin

Comments:

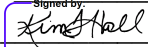
Signature:  Date: April 17, 2026 | 3:35 PM CDT

Signed by: Kim Hall
373F5C72C0C944B...

3. Council President

Approved for Council Agenda Rejected Return to Committee

Comments:

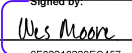
Signature:  Date: April 17, 2026 | 3:36 PM CDT

Signed by: Kim Hall
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4. Administration – City Clerk’s Office

Added to Council Agenda Date of Meeting: 04/20/2026

Comments:

Signature:  Date: 04/20/2026

Signed by: Wes Moore
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STATE OF ALABAMA)

CULLMAN COUNTY)

CITY OF CULLMAN)

AMENDED AND EXTENDED CITY ATTORNEY RETAINER AGREEMENT

I – Parties. The City of Cullman, Alabama (hereinafter referred to as “CITY”) agrees to engage and retain and Brandy M. Lee of Lee Law Firm, LLC (hereinafter referred to as “CONSULTANT”) agrees to serve as Consultant to the City on the terms and conditions provided below:

II – Quality of Services. ATTORNEY shall perform all legal services covered in this contract in a capable and efficient manner, and in accordance with the professional and ethical standards of the Alabama State Bar Association.

III – Services and Compensation

A. Services: Services to be rendered by CONSULTANT shall include, but not necessarily be limited to the following:

1. Attend, if requested, the regularly scheduled meetings of the City Council.
2. Provide consulting services to the City Council and if requested by the City Council to the Mayor and/or any administrative heads of the various departments of CITY.
3. Prepare such ordinances, resolutions, documents and instruments as the City Council may direct; render legal advice on civil matters; and prepare or review such correspondence, contracts, easements and instruments as may be necessary and appropriate.
4. Represent CITY in any district, circuit, or appellate court litigation, and all administrative hearings of a quasi-judicial nature.
5. Represent the City Council members, and officers of CITY who are named as defendants, in their respective capacities arising out of their positions with the City, in civil litigation.

B. Compensation. CITY shall pay CONSULTANT for the above services on an hourly fee basis of \$350.00 and a monthly retainer fee of \$350.00.

C. Time Records. In order to determine appropriate compensation, ATTORNEY shall maintain accurate time records, copies of which shall be made available to CITY.

D. Timely Payment. City shall pay all compensation provided herein to ATTORNEY on a monthly basis.

IV – Reimbursement. In addition to compensation for legal services specified above, CITY shall reimburse ATTORNEY for direct expenses incurred, and costs advanced, including but not limited to court costs, filing fees, witness fees, deposition costs, recording fees, copying expenses at cost, a pro-rata share of lodging and tuition related to meetings of the Alabama Association of Municipal Attorneys and any other travel as required by the City Council. However, ordinary law office operating expenses, such as rent, secretarial services, and overhead, shall not be compensated or reimbursed.

V – Exceptions. This contract shall not cover legal representation relating to specialized fields where it is agreed by the parties that outside legal counsel should be retained.

VI – Insurance Coverage. ATTORNEY shall also provide errors and omissions and malpractice coverage with limits of not less than one million (\$1,000,000) dollars coverage and shall indemnify and hold harmless CITY, its officers, agents, employees and elected officials from all claims arising out of the sole negligence of ATTORNEY.

VII – This contract shall amend and extend the November 3, 2025 contract approved by the Council and executed by the Mayor. This amendment shall take effect on and after May 4, 2026, and shall be for a period of one year (ending on May 4, 2027) unless amended and extended by approval of the City Council.

Dated this 20th April, 2026.

THE CITY OF CULLMAN, ALABAMA

By: _____
Woody Jacobs, Mayor

Attest:

Wesley M. Moore, City Clerk

Brandy M. Lee
Lee Law Firm, LLC