

Commission Office

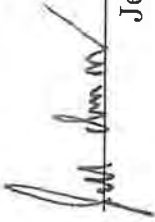
CONGRATULATIONS ON YOUR RETIREMENT

Marie Livingston

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

Best wishes from all of your colleagues and friends at

CULLMAN COUNTY COMMISSION



Jeff Clemons, Chairman


Kerry Watson, Associate Commissioner - Place 1
Kelly Duke, Associate Commissioner - Place 3
Garry Marchman, Associate Commissioner - Place 2
Corey Freeman, Associate Commissioner - Place 4

April 1999 – August 2023

CONGRATULATIONS ON YOUR RETIREMENT

Christa Maxwell

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


Best wishes from all of your colleagues and friends at


CULLMAN COUNTY COMMISSION


Kerry Watson, Associate Commissioner - Place 1


Kelly Duke, Associate Commissioner - Place 3


Jeff Clemons, Chairman


Garry Marchman, Associate Commissioner - Place 2



Corey Freeman, Associate Commissioner - Place 4

September 1989 – September 2023

Certificate of Recognition

Mary Ellen Hartness

In recognition of excellence and achievement in winning Ms. Super Senior Alabama 2020-2021, Ms. Senior Hanceville 2020-2021, Ms. Senior Cullman County 2012, and Ms. Senior Rocket City 2009.



Jeff Clemons, Chairman



Kerry Watson, Commissioner District 1



Garry Marchman, Commissioner District 2



Kelly Duke, Commissioner District 3



Corey Freeman, Commissioner District 4

RESOLUTION 2023-41

This Resolution is made this **19th** day of **September, 2023** (the Effective Date) by **Cullman County Commission, Alabama** (the Granting Authority), to grant a tax abatement for **Topre America Corporation** (the Company).

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

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

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

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

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

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

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

WHEREAS, the construction of the project will involve capital investment of **\$17,300,000.00** ; 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):

- 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

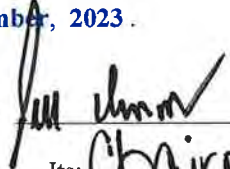
as the same may apply to the fullest extent permitted by the Act. The period of abatement for the noneducational ad valorem taxes (if applicable) shall extend for a period of 10 years measured as provided in Section 40-9B-3(h) of the Act.


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 **Cullman County, Alabama** of Alabama at a meeting held on the 19th day of **September, 2023**.

BY:  L. S.
Its: Chairman

ATTEST:


**Topre
Abatement & Educational Tax Revenue Estimate
September 19, 2023**

	Investment
Land&Building	\$17,000,000
Equipment & Machinery	\$300,000
Total Project	\$17,300,000
Sales Tax on Construction Materials	
Total Plant Building Cost	\$17,000,000
Estimated Ratio of Cost of Materials	0.5
Cost of Materials	\$8,500,000
Education Sales Tax Rate = 1.6%	0.016
Total Construction Sales Education Tax Revenues	\$136,000
Percentage of Sales Tax Abated = 6.9%	0.069
Total Abated Sales Tax	\$586,500
Use Tax On Equipment	
Total Equipment	\$300,000
Education Use Tax Rate = .8672%	0.008672
Total Sales Education Tax Revenues, Equipment	\$2,602
Percentage of Use Tax Abated = 2.13%	0.02133
Total Abated Use Tax	\$6,399
Ad Valorem Education Tax Revenues	
Value of Project	\$17,300,000
Current Ratio of Assessed to Market Value	0.2
Tax Rate On Proposed Site	\$3,460,000
Education 'Millage Rate for the City of Cullman = 13 unabateable	0.013
Annual Ad Valorem Education Tax Revenues	\$44,980
Ten Year Period	10
Total Ad Valorem Education Tax Revenues	\$449,800
Abated Millage Rate = 13 Mills Abated	0.013
Annual Abated Ad Valorem Taxes	\$44,980
Total Ad Valorem Abated Tax Revenues	\$449,800
Totals	
Sales/Use Tax, Construction Materials	\$136,000
Sales/Use Tax, Equipment	\$2,602
Ad Valorem Taxes	\$449,800
Total Education Tax Revenues Over 10 Years	\$588,402
Total Abated Sales Tax	\$586,500
Total Abated Use Tax	\$6,399
Total Ad Valorem Abated Tax Revenues	\$449,800
Total Taxes Abated over 10 Year Period	\$1,042,699
The information provided herein in no way obligates any party to any formal commitment.	
These figures are only estimates. Actual figures will vary according to actual investment.	

Tax Abatement Agreement

This agreement is made this **19th** day of **September, 2023**, (the Effective Date) by and between the **Cullman County Commission, Alabama** (the Granting Authority), and **Topre America Corporation** (the Company), its successors and assigns.

WHEREAS, the Company's North American Industry Classification System Code **336370**, meets the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(f), **Code of Alabama 1975**, as amended.

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

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

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

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

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

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

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

X all state and local noneducational ad valorem taxes,

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

all mortgage and recording taxes; and

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

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

WHEREAS, at its meeting held on the 19th day of **September, 2023** (the Meeting), the Granting Authority approved the Company's application for abatement of (check all that apply):

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

all mortgage and recording taxes; and

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

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

owned by the entity applying for the abatement,

- 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, 8731, 8733, or 8734, as set forth in the Standard Industrial Classification Manual published by the United States Government Office of Management and Budget; and

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

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

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

WHEREAS, the Granting Authority represents and warrants to the Company (a) that it has power under the constitution and laws of the State of Alabama (including particularly the provisions of the Act) to

carry out provisions of the Agreement, (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the governing body of the Granting Authority;

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

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

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

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

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

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

(a) If no bonds are to be issued, noneducational ad valorem taxes are expected to be approximately \$ **44,980.00** 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 \$ **592,899.00** 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: **\$ 17,300,000.00** ;

(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.

Topre America Corporation
(the Company)

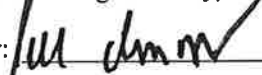
By: 

Name: Brad Pepper

Title: COO

Date: September 19, 2023

Cullman County Commission
(the Granting Authority)

By: 

Name: Jeff Clemmons

Title: Chairman

Date: September 19, 2023

RESOLUTION NUMBER 2023-39
CARTS Third Party Service Contracts – Fiscal Year 2024

RESOLUTION

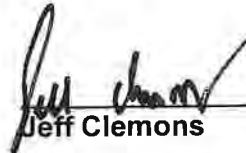
Resolved that Cullman County Commission - CARTS enters into agreement with third party transportation service contracting agencies during Fiscal Year 2024 for eligible public transportation services.

Further resolved that Cullman County Commission - CARTS agrees to provide third party transportation services to contracting agencies at approved fully allocated cost rates.

Further resolved that Cullman County Commission – CARTS authorizes the Cullman County Commission Chairman to execute the aforementioned Agreements and any amendments thereto.

CERTIFICATION

I hereby certify that the following resolution is a true and correct copy of the resolution presented to and adopted by Cullman County Commission at a duly authorized meeting held on the 19th day of September, 2023 as shown by the minutes of the meeting in my possession.

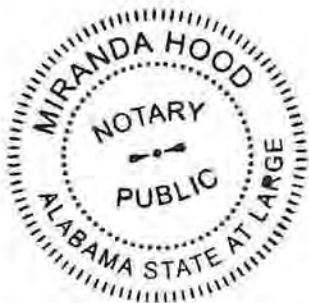


Jeff Clemons

Chairman, Cullman County Commission
Title

Miranda Hood

Notary





ALABAMA DEPARTMENT OF TRANSPORTATION

Local Transportation Bureau

1409 Coliseum Blvd., Montgomery, Alabama 36110-2060

Phone: (334) 242-6207 FAX: (334) 353-6550

Internet: <http://www.dot.state.al.us>



Kay Ivey
Governor

John R. Cooper
Transportation Director

September 21, 2023

Ms. Joyce Echols, Director
Cullman Area Rural Transportation System
P.O. Box 2518
Cullman, AL 35056-2518

Subject: Section 5311 FY 2024 Third Party Agreements

Dear Ms. Echols:

We have reviewed the enclosed third-party agreements for transportation services between Cullman Area Rural Transportation System and the following agencies:

Community Action Partnership of North Alabama
Cullman County Commission on Aging
Wellstone, Inc.
Cullman Area Chamber of Commerce
United Way of Cullman County
Victim's Services

The agreements meet the requirements of the Alabama Department of Transportation and are hereby approved. If you have any questions, please contact Lauren Heikkinen at 256-658-9691.

Sincerely,

Bradley B. Lindsey, P.E.
State Local Transportation Engineer

BBL:BF:ljh
cc: file: FY2024

AGREEMENT BETWEEN

***Cullman County Commission
Cullman Area Rural Transportation System***

AND

Community Action Partnership of North Alabama

RELATIVE TO
TRANSPORTATION SERVICES

THIS AGREEMENT is made and entered into by and between Cullman County Commission Cullman Area Rural Transportation System, hereinafter referred to as **OPERATOR**; and Community Action Partnership of North Alabama, Inc., hereinafter referred to as **AGENCY**; in cooperation with the Alabama Department of Transportation, hereinafter referred to as **STATE**; and

WHEREAS, the **OPERATOR** is the designated public transportation operator in Cullman County(ies), and is authorized to enter into provision of service contracts based upon an approved cost allocation rate; and

WHEREAS, the **AGENCY** desires to engage the **OPERATOR** to provide transportation services to designated clients of the **AGENCY**, and the **OPERATOR** is willing and able to provide such services as specified by the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services:** The **OPERATOR** will provide specified transportation services in accordance with "Scope of Services" set forth in Attachment A, which is attached hereto and made a part of this agreement.
2. **Period of Performance:** Services provided under the terms of this contract shall commence on October 1, 2023, and continue through September 30, 2024, subject to approval from the State. The **OPERATOR** will notify the **AGENCY** in writing sixty (60) days prior to the completion date to discuss continued coordination/association.
3. **Payment of Project Expenses:** The **AGENCY** agrees to reimburse the **OPERATOR** at the approved allocated cost rate per mile and rate per hour for contracted service as specified in "Terms of Compensation" set forth in Attachment B, which is attached hereto and made a part of this agreement. Reimbursement for shared rides with non-agency clients will be determined by percentage split based on seats occupied. Payment

schedules and deadlines are included in Attachment B. The **AGENCY** and **OPERATOR** may mutually agree that the cost of services provided under the terms of this agreement will not exceed a limiting amount. This maximum amount, if applicable, is set forth in Attachment B.

4. **Available Resources:** The **OPERATOR** warrants that it has the personnel and equipment capable of performing the services called for herein, in a satisfactory and proper manner, or will secure the services of such personnel and equipment as may be required to perform such services.
5. **Incidental Transportation within the Service Area:** Transportation services that are needed by the **AGENCY** in addition to those set forth in Attachment A are not considered regular service and will be coordinated and negotiated separately on a trip by trip basis. All such service will be reimbursed at total actual cost and will be provided in accordance with the Federal Transit Administration regulations.
6. **Assurances:** In providing said services, the **OPERATOR** agrees to meet all requirements that are necessary and applicable with regard to receiving federal and/or state funds from the **STATE**.
7. **Agreement Changes:** Any changes to this agreement or its attachments shall be mutually proposed in writing by both parties with written approval by the **STATE** prior to implementation. Significant changes, as determined by the **STATE**, shall require that a supplemental agreement be executed between the parties.
8. **Coordination:** All parties entering into purchase of service contracts with Section 5311 operators are encouraged to participate in local coordination meetings to assure input into the decision making process regarding fares, routes, local match, training, vehicle types, etc. It is suggested that each contracting agency have one representative at all such meetings.
9. **Termination:** Either party to this agreement shall have the right to terminate this agreement if it is unable or unwilling to fulfill its obligations, fiscal or otherwise. Notification shall be mailed by certified mail thirty (30) days prior to the effective date of termination and shall clearly state the reasons for termination. The **OPERATOR** shall be entitled to compensation for any unreimbursed eligible expenses incurred and the **AGENCY** agrees to pay same to the **OPERATOR**. The **OPERATOR** will notify the State in writing of any termination notice mailed or received within five (5) days of said occurrence.

10. **COUNTY to Indemnify:** The **OPERATOR** shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the **OPERATOR** shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the **OPERATOR** shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the **OPERATOR** pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the **OPERATOR**, its officers, officials, agents, servants, and employees.

The term "hold harmless" includes the obligation of the **OPERATOR** to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by those officers and officials duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its review by the State Local Transportation Engineer.

Cullman County Commission

Community Action Partnership of North Alabama



Jeff Clemons
Chairman

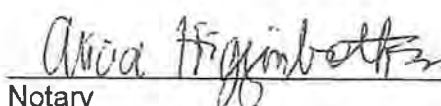


Date: 9/19/23

Date: 9/12/2023



Notary



Notary

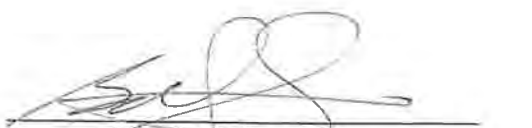
Date: 9.19.2023

Date: 9/12/2023

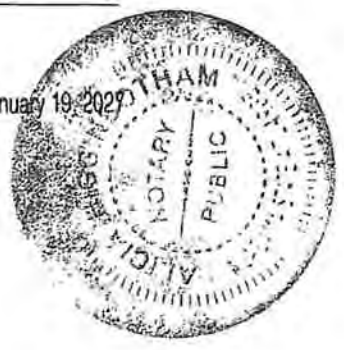


REVIEWED BY:

My Commission Expires: January 19, 2029



Bradley B. Lindsey, P.E.
State Local Transportation Engineer



25 Sept '23
Date

ATTACHMENT A

Scope of Services

Outline specific routes, times, mileage, passenger assistance, etc.

1. Service requirements relative to this agreement consist of transporting clients to and from designated pickup points in Cullman County.
2. Services are to be provided Monday through Friday except Holidays throughout the period of this agreement. Clients are to be delivered to and from site as designated on a per trip basis.
3. Incidental transportation will be scheduled and provided in accordance with Section 5 of this agreement. The charge for this transportation will be billed at the normal rate of \$2.64 a mile plus \$19.69 an hour.
4. Routes will be adjusted within **OPERATOR** limits to pick up clients in locations in case of a drop-out or other situations beyond the **AGENCY'S** control.
5. Refueling is to be done when clients are off the bus.
6. The **AGENCY** will furnish the required assistance to ride the route to and from all the drop-off points.
7. The driver will keep a record of all clients riding the vehicle each day by name, mileage and run time of route.

ATTACHMENT B

Terms of Compensation

1. Allocated cost rate for transportation service:

\$2.64 per mile

\$19.69 per hour

2. Payment schedule: Monthly

3. Total contract limiting amount (if applicable): Per Trip

ATTACHMENT C

TRANSPORTATION STEERING COMMITTEE LIASON APPOINTMENT

The AGENCY hereby appoints **Melissa Tallant** as liaison to the Cullman County Transportation Steering Committee.

AGREEMENT BETWEEN
Cullman County Commission
Cullman Area Rural Transportation System

AND

WellStone, Inc.

RELATIVE TO
TRANSPORTATION SERVICES

THIS AGREEMENT is made and entered into by and between Cullman County Commission Cullman Area Rural Transportation System, hereinafter referred to as **OPERATOR**; and ***WellStone, Inc.***, hereinafter referred to as **AGENCY**; in cooperation with the Alabama Department of Transportation, hereinafter referred to as **STATE**; and

WHEREAS, the **OPERATOR** is the designated public transportation operator in Cullman County(ies), and is authorized to enter into provision of service contracts based upon an approved cost allocation rate; and

WHEREAS, the **AGENCY** desires to engage the **OPERATOR** to provide transportation services to designated clients of the **AGENCY**, and the **OPERATOR** is willing and able to provide such services as specified by the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services:** The **OPERATOR** will provide specified transportation services in accordance with "Scope of Services" set forth in Attachment A, which is attached hereto and made a part of this agreement.
2. **Period of Performance:** Services provided under the terms of this contract shall commence on October 1, 2023, and continue through September 30, 2024, subject to approval from the State. The **OPERATOR** will notify the **AGENCY** in writing sixty (60) days prior to the completion date to discuss continued coordination/association.
3. **Payment of Project Expenses:** The **AGENCY** agrees to reimburse the **OPERATOR** at the approved allocated cost rate per mile and rate per hour for contracted service as specified in "Terms of Compensation" set forth in Attachment B, which is attached hereto and made a part of this agreement. Reimbursement for shared rides with non-agency clients will

be determined by percentage split based on seats occupied. Payment schedules and deadlines are included in Attachment B. The **AGENCY** and **OPERATOR** may mutually agree that the cost of services provided under the terms of this agreement will not exceed a limiting amount. This maximum amount, if applicable, is set forth in Attachment B.

4. **Available Resources:** The **OPERATOR** warrants that it has the personnel and equipment capable of performing the services called for herein, in a satisfactory and proper manner, or will secure the services of such personnel and equipment as may be required to perform such services.
5. **Incidental Transportation within the Service Area:** Transportation services that are needed by the **AGENCY** in addition to those set forth in Attachment A are not considered regular service and will be coordinated and negotiated separately on a trip by trip basis. All such service will be reimbursed at total actual cost and will be provided in accordance with the Federal Transit Administration regulations.
6. **Assurances:** In providing said services, the **OPERATOR** agrees to meet all requirements that are necessary and applicable with regard to receiving federal and/or state funds from the **STATE**.
7. **Agreement Changes:** Any changes to this agreement or its attachments shall be mutually proposed in writing by both parties with written approval by the **STATE** prior to implementation. Significant changes, as determined by the **STATE**, shall require that a supplemental agreement be executed between the parties.
8. **Coordination:** All parties entering into purchase of service contracts with Section 5311 operators are encouraged to participate in local coordination meetings to assure input into the decision making process regarding fares, routes, local match, training, vehicle types, etc. It is suggested that each contracting agency have one representative at all such meetings.
9. **Termination:** Either party to this agreement shall have the right to terminate this agreement if it is unable or unwilling to fulfill its obligations, fiscal or otherwise. Notification shall be mailed by certified mail thirty (30) days prior to the effective date of termination and shall clearly state the reasons for termination. The **OPERATOR** shall be entitled to compensation for any unreimbursed eligible expenses incurred and the **AGENCY** agrees to pay same to the **OPERATOR**. The **OPERATOR** will notify the State in writing of any termination notice mailed or received within five (5) days of said occurrence.

10. **COUNTY to Indemnify:** The **OPERATOR** shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the **OPERATOR** shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

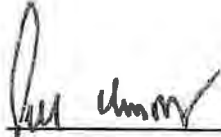
For all claims not subject to Ala. Code § 11-93-2 (1975), the **OPERATOR** shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the **OPERATOR** pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the **OPERATOR**, its officers, officials, agents, servants, and employees.

The term "hold harmless" includes the obligation of the **OPERATOR** to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by those officers and officials duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its review by the State Local Transportation Engineer.

Cullman County Commission

WellStone, Inc.




Jeff Clemons
Commission Chairman

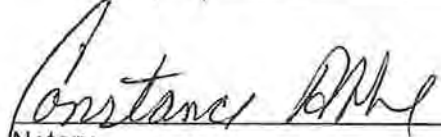


Date: 9/19/23

Date: 9/11/23



Notary



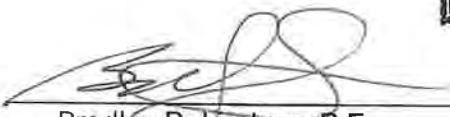
Notary

Date: 9.19.2023

Date: 9/21/23



REVIEWED BY:



Bradley B. Lindsey, P.E.
State Local Transportation Engineer

25 OCT '23
Date

ATTACHMENT A

Scope of Services

Outline specific routes, times, mileage, passenger assistance, etc.

1. Service requirements relative to this agreement consist of transporting clients to and from designated pickup points in Cullman County.
2. Services are to be provided Monday through Friday except Holidays throughout the period of this agreement. Clients are to be delivered to and from site as designated on a per trip basis.
3. Incidental transportation will be scheduled and provided in accordance with Section 5 of this agreement. The charge for this transportation will be billed at the normal rate of \$2.69 a mile plus \$19.69 an hour.
4. Routes will be adjusted within **OPERATOR** limits to pick up clients in locations in case of a drop-out or other situations beyond the **AGENCY'S** control.
5. Refueling is to be done when clients are off the bus.
6. The **AGENCY** will furnish the required assistance to ride the route to and from all the drop-off points.
7. The driver will keep a record of all clients riding the vehicle each day by name, mileage and run time of route.

ATTACHMENT B

Terms of Compensation

1. **Allocated cost rate for transportation service:**

\$2.64 per mile

\$19.69 per hour

2. **Payment schedule:** Monthly

3. **Total contract limiting amount (if applicable):** Per Trip

ATTACHMENT C

TRANSPORTATION STEERING COMMITTEE LIASON APPOINTMENT

The AGENCY hereby appoints Chris Van Dyke as liaison to the Cullman County Transportation Steering Committee.

AGREEMENT BETWEEN
***Cullman County Commission
Cullman Area Rural Transportation System***
AND
Cullman Area Chamber of Commerce
RELATIVE TO
TRANSPORTATION SERVICES

THIS AGREEMENT is made and entered into by and between Cullman County Commission Cullman Area Rural Transportation System, hereinafter referred to as **OPERATOR**; and Cullman Area Chamber of Commerce, hereinafter referred to as **AGENCY**; in cooperation with the Alabama Department of Transportation, hereinafter referred to as **STATE**; and

WHEREAS, the **OPERATOR** is the designated public transportation operator in Cullman County(ies), and is authorized to enter into provision of service contracts based upon an approved cost allocation rate; and

WHEREAS, the **AGENCY** desires to engage the **OPERATOR** to provide transportation services to designated clients of the **AGENCY**, and the **OPERATOR** is willing and able to provide such services as specified by the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services:** The **OPERATOR** will provide specified transportation services in accordance with "Scope of Services" set forth in Attachment A, which is attached hereto and made a part of this agreement.
2. **Period of Performance:** Services provided under the terms of this contract shall commence on October 1, 2023, and continue through September 30, 2024, subject to approval from the State. The **OPERATOR** will notify the **AGENCY** in writing sixty (60) days prior to the completion date to discuss continued coordination/association.
3. **Payment of Project Expenses:** The **AGENCY** agrees to reimburse the **OPERATOR** at the approved allocated cost rate per mile and rate per hour for contracted service as specified in "Terms of Compensation" set forth in Attachment B, which is attached hereto and made a part of this agreement. Reimbursement for shared rides with non-agency clients will be determined by percentage split based on seats occupied. Payment

schedules and deadlines are included in Attachment B. The **AGENCY** and **OPERATOR** may mutually agree that the cost of services provided under the terms of this agreement will not exceed a limiting amount. This maximum amount, if applicable, is set forth in Attachment B.

4. **Available Resources:** The **OPERATOR** warrants that it has the personnel and equipment capable of performing the services called for herein, in a satisfactory and proper manner, or will secure the services of such personnel and equipment as may be required to perform such services.
5. **Incidental Transportation within the Service Area:** Transportation services that are needed by the **AGENCY** in addition to those set forth in Attachment A are not considered regular service and will be coordinated and negotiated separately on a trip by trip basis. All such service will be reimbursed at total actual cost and will be provided in accordance with the Federal Transit Administration regulations.
6. **Assurances:** In providing said services, the **OPERATOR** agrees to meet all requirements that are necessary and applicable with regard to receiving federal and/or state funds from the **STATE**.
7. **Agreement Changes:** Any changes to this agreement or its attachments shall be mutually proposed in writing by both parties with written approval by the **STATE** prior to implementation. Significant changes, as determined by the **STATE**, shall require that a supplemental agreement be executed between the parties.
8. **Coordination:** All parties entering into purchase of service contracts with Section 5311 operators are encouraged to participate in local coordination meetings to assure input into the decision making process regarding fares, routes, local match, training, vehicle types, etc. It is suggested that each contracting agency have one representative at all such meetings.
9. **Termination:** Either party to this agreement shall have the right to terminate this agreement if it is unable or unwilling to fulfill its obligations, fiscal or otherwise. Notification shall be mailed by certified mail thirty (30) days prior to the effective date of termination and shall clearly state the reasons for termination. The **OPERATOR** shall be entitled to compensation for any unreimbursed eligible expenses incurred and the **AGENCY** agrees to pay same to the **OPERATOR**. The **OPERATOR** will notify the State in writing of any termination notice mailed or received within five (5) days of said occurrence.

10. **COUNTY to Indemnify:** The **OPERATOR** shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the **OPERATOR** shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the **OPERATOR** shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the **OPERATOR** pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the **OPERATOR**, its officers, officials, agents, servants, and employees.

The term "hold harmless" includes the obligation of the **OPERATOR** to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by those officers and officials duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its review by the State Local Transportation Engineer.

Cullman County Commission

Cullman Area Chamber of Commerce

[Signature]
Jeff Clemons
Commission Chairman

[Signature]
Joey Orr
President

Date: 9/19/23

Date: 9-11-23

[Signature]
Notary

[Signature]
Notary

Date: 9-19-2023

Date: 9/11/23

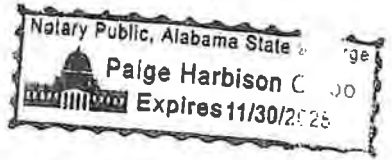


REVIEWED BY:

[Signature]
Bradley B. Lindsey, P.E.
State Local Transportation Engineer



25 OCT '23
Date



ATTACHMENT A

Scope of Services

Outline specific routes, times, mileage, passenger assistance, etc.

1. Service requirements relative to this agreement consist of transporting clients to and from designated pickup points in Cullman County.
2. Services are to be provided Monday through Friday except Holidays throughout the period of this agreement. Clients are to be delivered to and from site as designated on a per trip basis.
3. Incidental transportation will be scheduled and provided in accordance with Section 5 of this agreement. The charge for this transportation will be billed at the normal rate of \$2.64 a mile plus \$19.69 an hour.
4. Routes will be adjusted within **OPERATOR** limits to pick up clients in locations in case of a drop-out or other situations beyond the **AGENCY'S** control.
5. Refueling is to be done when clients are off the bus.
6. The **AGENCY** will furnish the required assistance to ride the route to and from all the drop-off points.
7. The driver will keep a record of all clients riding the vehicle each day by name, mileage and run time of route.

ATTACHMENT B

Terms of Compensation

1. Allocated cost rate for transportation service:
 - \$2.64 per mile
 - \$19.69 per hour

2. Payment schedule: Monthly

3. Total contract limiting amount (if applicable): Per Trip

ATTACHMENT C

TRANSPORTATION STEERING COMMITTEE LIASON APPOINTMENT

The AGENCY hereby appoints Joey Orr _____ as liaison to the Cullman County Transportation Steering Committee.

AGREEMENT BETWEEN

***Cullman County Commission
Cullman Area Rural Transportation System***

AND

United Way of Cullman County

RELATIVE TO
TRANSPORTATION SERVICES

THIS AGREEMENT is made and entered into by and between Cullman County Commission Cullman Area Rural Transportation System, hereinafter referred to as **OPERATOR**; and United Way of Cullman County, hereinafter referred to as **AGENCY**; in cooperation with the Alabama Department of Transportation, hereinafter referred to as **STATE**; and

WHEREAS, the **OPERATOR** is the designated public transportation operator in Cullman County(ies), and is authorized to enter into provision of service contracts based upon an approved cost allocation rate; and

WHEREAS, the **AGENCY** desires to engage the **OPERATOR** to provide transportation services to designated clients of the **AGENCY**, and the **OPERATOR** is willing and able to provide such services as specified by the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services:** The **OPERATOR** will provide specified transportation services in accordance with "Scope of Services" set forth in Attachment A, which is attached hereto and made a part of this agreement.
2. **Period of Performance:** Services provided under the terms of this contract shall commence on October 1, 2023, and continue through September 30, 2024, subject to approval from the State. The **OPERATOR** will notify the **AGENCY** in writing sixty (60) days prior to the completion date to discuss continued coordination/association.
3. **Payment of Project Expenses:** The **AGENCY** agrees to reimburse the **OPERATOR** at the approved allocated cost rate per mile and rate per hour for contracted service as specified in "Terms of Compensation" set forth in Attachment B, which is attached hereto and made a part of this agreement. Reimbursement for shared rides with non-agency clients will be determined by percentage split based on seats occupied. Payment

schedules and deadlines are included in Attachment B. The **AGENCY** and **OPERATOR** may mutually agree that the cost of services provided under the terms of this agreement will not exceed a limiting amount. This maximum amount, if applicable, is set forth in Attachment B.

4. **Available Resources:** The **OPERATOR** warrants that it has the personnel and equipment capable of performing the services called for herein, in a satisfactory and proper manner, or will secure the services of such personnel and equipment as may be required to perform such services.
5. **Incidental Transportation within the Service Area:** Transportation services that are needed by the **AGENCY** in addition to those set forth in Attachment A are not considered regular service and will be coordinated and negotiated separately on a trip by trip basis. All such service will be reimbursed at total actual cost and will be provided in accordance with the Federal Transit Administration regulations.
6. **Assurances:** In providing said services, the **OPERATOR** agrees to meet all requirements that are necessary and applicable with regard to receiving federal and/or state funds from the **STATE**.
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8. **Coordination:** All parties entering into purchase of service contracts with Section 5311 operators are encouraged to participate in local coordination meetings to assure input into the decision making process regarding fares, routes, local match, training, vehicle types, etc. It is suggested that each contracting agency have one representative at all such meetings.
9. **Termination:** Either party to this agreement shall have the right to terminate this agreement if it is unable or unwilling to fulfill its obligations, fiscal or otherwise. Notification shall be mailed by certified mail thirty (30) days prior to the effective date of termination and shall clearly state the reasons for termination. The **OPERATOR** shall be entitled to compensation for any unreimbursed eligible expenses incurred and the **AGENCY** agrees to pay same to the **OPERATOR**. The **OPERATOR** will notify the State in writing of any termination notice mailed or received within five (5) days of said occurrence.

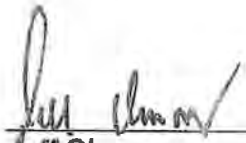
10. **COUNTY to Indemnify:** The **OPERATOR** shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the **OPERATOR** shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the **OPERATOR** shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the **OPERATOR** pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the **OPERATOR**, its officers, officials, agents, servants, and employees.

The term "hold harmless" includes the obligation of the **OPERATOR** to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

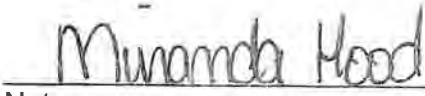
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by those officers and officials duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its review by the State Local Transportation Engineer.

Cullman County Commission



Jeff Clemons
Commission Chairman

Date: 9/19/23



Miranda Hood
Notary

Date: 9.19.2023

United Way of Cullman County



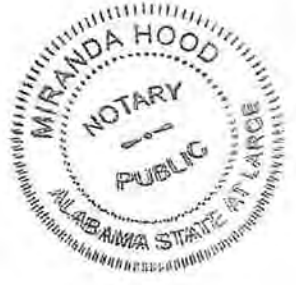
Waid Harbison
Executive Director

Date: 9-11-23




Paige Harbison Clabo
Notary

Date: 9/11/23



REVIEWED BY:



Bradley E. Lindsey, P.E.
State Local Transportation Engineer

25 OCT 23
Date



ATTACHMENT A

Scope of Services

Outline specific routes, times, mileage, passenger assistance, etc.

1. Service requirements relative to this agreement consist of transporting clients to and from designated pickup points in Cullman County.
2. Services are to be provided Monday through Friday except Holidays throughout the period of this agreement. Clients are to be delivered to and from site as designated on a per trip basis.
3. Incidental transportation will be scheduled and provided in accordance with Section 5 of this agreement. The charge for this transportation will be billed at the normal rate of \$2.64 a mile plus \$19.69 an hour.
4. Routes will be adjusted within **OPERATOR** limits to pick up clients in locations in case of a drop-out or other situations beyond the **AGENCY'S** control.
5. Refueling is to be done when clients are off the bus.
6. The **AGENCY** will furnish the required assistance to ride the route to and from all the drop-off points.
7. The driver will keep a record of all clients riding the vehicle each day by name, mileage and run time of route.

ATTACHMENT B

Terms of Compensation

1. **Allocated cost rate for transportation service:**

\$2.64 per mile

\$19.69 per hour

2. **Payment schedule:** Monthly

3. **Total contract limiting amount (if applicable):** Per Trip

ATTACHMENT C

TRANSPORTATION STEERING COMMITTEE LIASON APPOINTMENT

The AGENCY hereby appoints Waid Harbison as liaison to the Cullman County Transportation Steering Committee.

AGREEMENT BETWEEN

***Cullman County Commission
Cullman Area Rural Transportation System***

AND

Victim's Services

RELATIVE TO
TRANSPORTATION SERVICES

THIS AGREEMENT is made and entered into by and between Cullman County Commission Cullman Area Rural Transportation System, hereinafter referred to as **OPERATOR**; and Victim's Services, hereinafter referred to as **AGENCY**; in cooperation with the Alabama Department of Transportation, hereinafter referred to as **STATE**; and

WHEREAS, the **OPERATOR** is the designated public transportation operator in Cullman County(ies), and is authorized to enter into provision of service contracts based upon an approved cost allocation rate; and

WHEREAS, the **AGENCY** desires to engage the **OPERATOR** to provide transportation services to designated clients of the **AGENCY**, and the **OPERATOR** is willing and able to provide such services as specified by the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services:** The **OPERATOR** will provide specified transportation services in accordance with "Scope of Services" set forth in Attachment A, which is attached hereto and made a part of this agreement.
2. **Period of Performance:** Services provided under the terms of this contract shall commence on October 1, 2023, and continue through September 30, 2024, subject to approval from the State. The **OPERATOR** will notify the **AGENCY** in writing sixty (60) days prior to the completion date to discuss continued coordination/association.
3. **Payment of Project Expenses:** The **AGENCY** agrees to reimburse the **OPERATOR** at the approved allocated cost rate per mile and rate per hour for contracted service as specified in "Terms of Compensation" set forth in Attachment B, which is attached hereto and made a part of this agreement. Reimbursement for shared rides with non-agency clients will be determined by percentage split based on seats occupied. Payment

schedules and deadlines are included in Attachment B. The **AGENCY** and **OPERATOR** may mutually agree that the cost of services provided under the terms of this agreement will not exceed a limiting amount. This maximum amount, if applicable, is set forth in Attachment B.

4. **Available Resources:** The **OPERATOR** warrants that it has the personnel and equipment capable of performing the services called for herein, in a satisfactory and proper manner, or will secure the services of such personnel and equipment as may be required to perform such services.
5. **Incidental Transportation within the Service Area:** Transportation services that are needed by the **AGENCY** in addition to those set forth in Attachment A are not considered regular service and will be coordinated and negotiated separately on a trip by trip basis. All such service will be reimbursed at total actual cost and will be provided in accordance with the Federal Transit Administration regulations.
6. **Assurances:** In providing said services, the **OPERATOR** agrees to meet all requirements that are necessary and applicable with regard to receiving federal and/or state funds from the **STATE**.
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10. **COUNTY to Indemnify:** The **OPERATOR** shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the **OPERATOR** shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the **OPERATOR** shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the **OPERATOR** pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the **OPERATOR**, its officers, officials, agents, servants, and employees.

The term "hold harmless" includes the obligation of the **OPERATOR** to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by those officers and officials duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its review by the State Local Transportation Engineer.

Cullman County Commission

Jeff Clemons
Jeff Clemons
Commission Chairman

Date: 9/19/23

Miranda Hood
Notary

Date: 9-19-2023



Victim's Services

Carol Horstman
Carol Horstman

Date: 9/19/23

Lauren C.
Notary

Date: 9/19/2023



REVIEWED BY:

Bradley B. Lindsey
Bradley B. Lindsey, P.E.
State Local Transportation Engineer

27 Sept '23
Date

ATTACHMENT A

Scope of Services

Outline specific routes, times, mileage, passenger assistance, etc.

1. Service requirements relative to this agreement consist of transporting clients to and from designated pickup points in Cullman County.
2. Services are to be provided Monday through Friday except Holidays throughout the period of this agreement. Clients are to be delivered to and from site as designated on a per trip basis.
3. Incidental transportation will be scheduled and provided in accordance with Section 5 of this agreement. The charge for this transportation will be billed at the normal rate of \$2.64 a mile plus \$19.69 an hour.
4. Routes will be adjusted within **OPERATOR** limits to pick up clients in locations in case of a drop-out or other situations beyond the **AGENCY'S** control.
5. Refueling is to be done when clients are off the bus.
6. The **AGENCY** will furnish the required assistance to ride the route and from all the drop-off points.
7. The driver will keep a record of all clients riding the vehicle each day by name, mileage and run time of route.

ATTACHMENT B

Terms of Compensation

1. Allocated cost rate for transportation service:

\$2.64 per mile

\$19.69 per hour

2. Payment schedule: Monthly

3. Total contract limiting amount (if applicable): Per Trip

ATTACHMENT C

TRANSPORTATION STEERING COMMITTEE LIASON APPOINTMENT

The AGENCY hereby appoints Carol Horstman as liaison to the Cullman County Transportation Steering Committee.

**RESOLUTION NUMBER 2023-39
CARTS Third Party Service Contracts – Fiscal Year 2024**

RESOLUTION

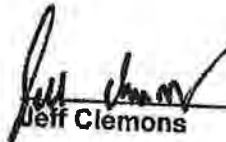
Resolved that Cullman County Commission - CARTS enters into agreement with third party transportation service contracting agencies during Fiscal Year 2024 for eligible public transportation services.

Further resolved that Cullman County Commission - CARTS agrees to provide third party transportation services to contracting agencies at approved fully allocated cost rates.

Further resolved that Cullman County Commission – CARTS authorizes the Cullman County Commission Chairman to execute the aforementioned Agreements and any amendments thereto.

CERTIFICATION

I hereby certify that the following resolution is a true and correct copy of the resolution presented to and adopted by Cullman County Commission at a duly authorized meeting held on the 19th day of September, 2023 as shown by the minutes of the meeting in my possession.


Jeff Clemons

Miranda Hood
Notary

Chairman, Cullman County Commission
Title



RESOLUTION NO. 2023-40

WHEREAS, the Cullman County Commission based on 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 768 from US HWY 91 to County Road 781 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 768 is set at 30 miles per hour at all times and no person shall operate a motor vehicle in excess of 30 miles per hour set speed on said County Road 768


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 19th day of September 2023.

ATTEST:

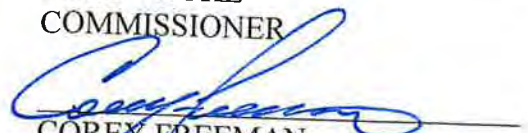

COUNTY CLERK


JEFF CLEMONS, CHAIRMAN


GARRY MARCHMAN
COMMISSIONER


KERRY WATSON
COMMISSIONER


KELLY DUKE
COMMISSIONER


COREY FREEMAN
COMMISSIONER

CERTIFICATE AND AGREEMENT

September 27, 2023

Cullman County, Alabama

**General Obligation Warrants,
Series 2023**

This Certificate and Agreement is made and delivered simultaneously with the issuance of the above Warrants on the date hereof by:

County: Cullman County, Alabama

Paying Agent: Regions Bank and the successors and assigns thereof

The undersigned County and Paying Agent hereby certify and agree as follows:

1. (a) On the date hereof the County has delivered to the Paying Agent a certified copy of the proceedings of the County had and taken on September 19, 2023 for the adoption thereby of the Resolution and Order attached hereto as Exhibit A with respect to the above Warrants (the "Authorizing Resolution").
(b) Capitalized terms used herein without definition shall have the respective meanings assigned thereto in the Authorizing Resolution.
2. Pursuant to the Authorizing Resolution the County has: (i) authorized and provided for the issuance of the above Warrants and (ii) named therein the Paying Agent as Paying Agent, Warrant Registrar, and depository of the Warrant Fund for the Warrants.
3. The Paying Agent has received and reviewed the Authorizing Resolution and hereby agrees to act as Paying Agent, Warrant Registrar and depository of the Warrant Fund for the Warrants as provided in the Authorizing Resolution.

IN WITNESS WHEREOF, Cullman County, Alabama and Regions Bank have each caused this Certificate and Agreement to be executed in the name and on behalf thereof, under seal, and the same attested, by officers thereof duly authorized thereunto on the above date.

CULLMAN COUNTY, ALABAMA

By: [Signature]
Chair

REGIONS BANK

By: [Signature]
Its: Vice President

[SEAL]

Attest:
By: [Signature]
County Clerk

EXHIBIT A

Authorizing Resolution

CERTIFICATE

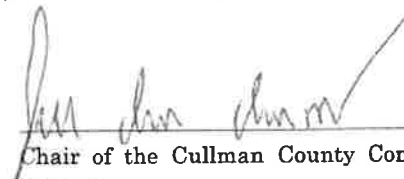
September 27, 2023

Authorizing Resolution and Order

General Obligation Warrants, Series 2023

I, the undersigned, do hereby certify that (1) I am the duly elected, qualified and acting Chair of the Cullman County Commission of Cullman County, Alabama (the "Commission"); (2) as Chair of the Commission I have access to all original records of the Commission and I am duly authorized to make certified copies of its records on its behalf; (3) the attached pages constitute a complete, verbatim and compared copy of proceedings of the Commission duly had and taken during the regular meeting thereof held on September 19, 2023 pursuant to notice thereof having been given as provided by law, and with a quorum present and acting for the duration of such meeting; and (4) the resolution and order set forth in such proceedings is a true, correct and complete copy thereof which is in full force and effect without amendment or repeal, in whole or in part, thereof.

IN WITNESS WHEREOF, I have hereunto set my hand as Chair of the Commission and have affixed the official seal of the Commission, on the date and year set forth above.



Chair of the Cullman County Commission of
Cullman County, Alabama

EXCERPTS FROM THE MINUTES OF A REGULAR MEETING OF THE
CULLMAN COUNTY COMMISSION

Cullman County, Alabama

General Obligation Warrants
Series 2023

The Cullman County Commission, as governing body of Cullman County, Alabama, held a regular meeting at the offices of the Commission at the Cullman County Courthouse in the City of Cullman, Alabama at 6:00 p.m. on September 19, 2023.

The following were present at the meeting:

Present: Jeff Clemons, Chair
 Kerry Watson
 Garry Marchman
 Kelly Duke
 Corey Freeman

Absent: None

The Chair stated the meeting was open for business with quorum present.

* * *

Thereupon the following resolution and order was introduced in writing by the Chair, duly seconded, and considered by the Commission:

CULLMAN COUNTY, ALABAMA

RESOLUTION AND ORDER

No. 2023-42

September 19, 2023

Cullman County, Alabama

**General Obligation Warrants
Series 2023**

RESOLUTION AND ORDER
No. 2023-42

**A RESOLUTION AND ORDER TO AUTHORIZE THE ISSUANCE, AND MAKE
PROVISION FOR THE PAYMENT, OF GENERAL OBLIGATION WARRANTS, SERIES
2023, AND THE DELIVERY OF RELATED DOCUMENTS**

BE IT RESOLVED AND ORDERED BY THE CULLMAN COUNTY, ALABAMA:

ARTICLE I

Construction and Definition of Certain Terms

Section 1.01 Construction of Certain Terms

(a) The terms "herein", "hereof" and "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or other subdivision.

(b) The terms "agree", "shall", and "will", when used in this Resolution with respect to the observance or performance of any agreement, duty or requirement to take, or forbear from taking, any action by the County, the Paying Agent, the Securities Depository, or an Owner, mean that such agreement, duty or requirement is enforceable at law or in equity against the Person charged therewith.

(c) The Article and Section headings herein are for convenience only and do not affect the construction hereof.

Section 1.02 Definition of Certain Terms

For purposes hereof:

Amendment No. 772 means Section 94.01 of the Constitution of Alabama of 2022 (formerly known as Amendment No. 772 to the Constitution of Alabama of 2022).

Applicable Law means (i) the applicable provisions of all constitutions, statutes, rules, regulations, orders, judgments, and decrees of any Governmental Person and (ii) all laws and rules of law which provide legal or equitable rights and remedies for creditors.

Auditor means a Person (i) who is a certified public accountant regularly engaged in the auditing of financial records and who is not employed full time by the County or (ii) who is regularly employed by the Alabama Department of Examiners of Public Accounts.

Authority means The Solid Waste Disposal Authority of the City and County of Cullman, Alabama.

Authorized Denomination means the amount of \$5,000 and any integral multiple thereof for each maturity.

Authorized Investments means any investment, obligation, or security at any time permitted by the laws of the State of Alabama for the investment or security of municipal funds or county funds, as such terms are defined in Section 11-81-21 of the Code of Alabama 1975 (or any successor provision of law), including without limitation (i) U.S. Government Obligations or a trust or fund consisting of U.S. Government Obligations and (ii) U.S. dollar denominated deposit accounts and certificates of deposit with banks or savings associations which are qualified public depositories under Chapter 14A of Title 41 of the Code of Alabama 1975 (or any successor provision of law).

Authorized Purpose Costs means (i) all Issuance Costs and (ii) all costs of acquisition, construction and installation of the Financed Facilities, including without limitation fees for architectural, engineering, geotechnical, surveying and title examination and correction services; environmental studies and surveys; labor, materials, and transportation costs; expenses incurred in the enforcement of remedies against contractors, suppliers, sureties and vendors; payment to the County for any of such costs, expenses or fees paid by the County from the general revenues thereof (to the extent permitted by 26 CFR Section 1.150-2, if applicable); and payment of the principal of and interest on any indebtedness incurred by the County (prior or subsequent to the Date of Initial Delivery) for payment of any Authorized Purpose Costs.

Authorized County Representative means the Chair of the County Commission and the County Administrator.

Authorizing Acts means collectively (i) Article 2 of Chapter 27 of Title 22 of the Code of Alabama 1975 and (ii) Chapter 89A of Title 11 of the Code of Alabama 1975.

Beneficial Owner means the owner of a beneficial interest in a Warrant held pursuant to a Book-Entry System.

Bond Counsel means a Person (i) licensed to practice law in the State of Alabama and (ii) having experience with respect to obligations issued as "tax-exempt bonds" or "tax-advantaged bonds" (within the meaning of the Internal Revenue Code of 1986, as amended) by the State of Alabama and by or on behalf of political subdivisions of the State of Alabama.

Book-Entry System means a book-entry only system of evidence of purchase and transfer of beneficial ownership interests in the Warrants.

Business Day means a day (i) other than a Saturday or a Sunday, on which commercial banking institutions are open for business in the state where the Principal Office of the Paying Agent is located and (ii) on which the payment system of the Federal Reserve System is operational.

Chair means the presiding officer, or chief executive officer, of the County Commission.

Continuing Disclosure Agreement means the Continuing Disclosure Agreement dated the Date of Initial Delivery by the County for the benefit of the Owners.

County means Cullman County, Alabama.

County Administrator means the natural person holding the office of County Administrator of the County and any successor office or position to the duties and functions of such office.

County Commission means the governing body of the County.

County Government Bond Financing Review Form means that certain County Government Bond Financing Review Form executed by the County with respect to the Warrants.

County Treasurer means (i) any "qualified public depository" (as defined in Chapter 14A of Title 41 of the Code of Alabama 1975) in the County selected by the County Commission each Fiscal Year as the County Depository as provided in Chapter 4 of Title 11 of the Code of Alabama 1975 (or any successor provision of general law or any local law; herein "Chapter 4") or, if the County Commission is unable to designate any depository for the public funds of the County as provided by Chapter 4, the individual designated by the governing body of the County as the Treasurer of the County pursuant to Chapter 4, or (ii) any other designated bank, corporation, person or official who shall have the duties of custodian pursuant to Chapter 4, or (iii) if there be no such bank, corporation, person or official having such duties, the Chair of the County Commission.

Date of Initial Delivery means the initial date of delivery of and payment for the Warrants established pursuant to the Warrant Purchase Agreement.

Defeasance Fund means an independent and irrevocable account or fund established by the County pursuant to Section 11.06(a) for the benefit of any Warrant or any portion of the principal amount thereof.

Direct Participant or Direct Participants means securities brokers and dealers, banks, trust companies, clearing corporations and other financial institutions which have access to the Book-Entry System.

Disclosure Dissemination Agent means Digital Assurance Certification L.L.C.

Disclosure Dissemination Agent Agreement means that certain Disclosure Dissemination Agent Agreement dated the date of delivery between the County and Disclosure Dissemination Agent.

Electronic Means includes any communication by electronic mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords or authentication keys, or another method or system specified by the Paying Agent as available for use in connection with its services hereunder.

Final Official Statement means the Preliminary Official Statement completed in accordance with 17 CFR Section 240.15c2-12 and with the final terms of the Warrants.

Financed Facilities means and includes (i) "solid wastes collection and disposal facilities" as defined in Section 22-27-20 of the Code of Alabama 1975 and (ii) a "solid waste disposal facility" as defined in Section 11-89A-2 of the Code of Alabama 1975.

Fiscal Year means the period beginning on October 1 of one calendar year and ending on September 30 of the next succeeding calendar year, or such other Fiscal Year as may be adopted by the County.

Governing Law means (i) Amendment No. 772 (ii) the Authorizing Acts, (iii) the Constitution of Alabama of 2022 and (iv) the applicable laws of the State of Alabama.

Governmental Person means (i) the United States of America, (ii) the State of Alabama and any political subdivision (within the meaning of 26 CFR Section 1.103-1) thereof other than the County, and (iii) any agency, authority, board, branch, bureau, commission, court, department, division, instrumentality, tribunal or other entity or organization of competent jurisdiction at any time established by the United States of America or the State of Alabama.

Governmental Purposes means (i) the grant by the County to the Authority of funds for the acquisition by the Authority of the Financed Facilities, and (ii) payment of the Issuance Costs.

Indirect Participant or Indirect Participants means securities brokers and dealers, banks, trust companies, clearing corporations and other financial institutions for which the Securities Depository holds Warrants as securities depository through a Direct Participant.

Insurer means Assured Guaranty Municipal Corp.

Issuance Costs means all costs of issuance (as described in 26 CFR Section 1.150-1(b)) of the Warrants.

Net Warrant Proceeds means an amount equal to the principal amount of the Warrants (i) plus any original issue premium and (ii) less any underwriting discount and any original issue discount.

Opinion of Bond Counsel means a written opinion of Bond Counsel.

Owner when used with respect to any Warrant means the Person in whose name such Warrant is registered in the Warrant Register, including without limitation the Securities Depository or Securities Depository Nominee with respect to any Warrant held pursuant to the Book-Entry System.

Paying Agent means (i) Regions Bank, and the successors and assigns thereof, and (ii) any successor designated as depository, paying agent and registrar pursuant to this Resolution.

Person means and includes any natural person, corporation, general or limited partnership, limited liability company or partnership, joint venture, association, trust, unincorporated organization and Governmental Person.

Policy means the Municipal Bond Insurance Policy No. 222870-N issued by the Insurer with respect to the Warrants, as provided in Article 13.

Preliminary Official Statement means the Preliminary Official Statement, dated the date of delivery, of the County prepared in compliance with 17 CFR Section 240.15c2-12 for the Warrants.

Principal Office of the Paying Agent means the office designated by the Paying Agent by written notice to the County as the office of the Paying Agent for performance of this Resolution.

Record Date means the fifteenth (15th) day of a calendar month (whether or not a Business Day) next preceding each Stated Interest Payment Date.

Resolution means this Resolution and Order as originally adopted and as it may from time to time be supplemented, modified or amended.

Securities Depository means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and the successors and assigns thereof, and any substitute securities depository therefor that maintains a Book-Entry System for the Warrants.

Securities Depository Nominee means the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the Warrant Register the Warrants to be delivered to such Securities Depository during a period in which the Warrants are held pursuant to the Book-Entry System.

Series 2023 Proceeds Fund means the fund established pursuant to Section 4.06.

Special Funds means, collectively, the Series 2023 Proceeds Fund, the Warrant Fund, and any Defeasance Fund.

Stated Interest Payment Date means March 1, 2024 and each March 1 and September 1 thereafter, or, if any of such dates is not a Business Day, the then next succeeding Business Day.

Stated Principal Payment Date means each September 1, or, if such date is not a Business Day, the then next succeeding Business Day.

Tax Certificate and Agreement means that certain Tax Certificate and Agreement, with Procedures for Compliance of Tax-Exempt Bonds with the Internal Revenue Code attached thereto, to be delivered by the County with respect to the Warrants.

Taxable means, with respect to any Warrant, interest on such Warrant is includible in the gross income of the Owner thereof for purposes of federal income taxation; provided, however, interest on any Warrant shall not be deemed "Taxable" if interest on such Warrant is includible in any calculation of income for purposes of an alternative minimum tax or any other type of taxation other than the regular federal tax imposed on income.

Transaction Documents means, collectively, the following documents:

- (a) Continuing Disclosure Agreement;
- (b) Disclosure Dissemination Agent Agreement;
- (c) Tax Certificate and Agreement;
- (d) Warrant Purchase Agreement; and
- (e) County Government Bond Financing Review Form.

Underwriter means Piper Sandler & Co..

U.S. Government Obligations means direct general obligations of the United States of America or any obligations on which the payment of the principal thereof and interest thereon are unconditionally guaranteed by the United States of America.

Warrant means, on any date of determination, any Warrant executed, registered, authenticated and delivered pursuant to this Resolution, less and except any Warrant, or any portion of the principal amount of any such Warrant which shall (i) have ceased to accrue interest under Article 6 or (ii) be payable solely from a Defeasance Fund.

Warrant Fund means the fund established pursuant to Section 11.02.

Warrant Purchase Agreement means the Warrant Purchase Agreement dated the date of delivery by the County and Underwriter with respect to the sale of the Warrants.

Warrant Register shall have the meaning assigned in Section 5.03.

Warrant Registrar means the Paying Agent appointed by the County to act as Warrant Registrar pursuant to Section 13.01.

Warrants means the General Obligation Warrants, Series 2023, of the County.

ARTICLE 2

Representations

The County certifies, represents and warrants, upon evidence duly presented thereto and considered thereby, that:

(a) It is necessary and desirable and in the public interest for the County to issue the Warrants to provide for the Governmental Purposes.

(b) The County has adopted this Resolution and authorized the issuance of the Warrants by proceedings duly had and taken pursuant to the Governing Law in due time, form and manner as required thereby.

- (c) (1) The long-term indebtedness of the County is set forth in the Official Statement; and
(2) The County is not in default with respect to any indebtedness or obligation thereof.

(d) No proceedings with respect to the County have ever been taken pursuant to Chapter 9 of Title 11 of the United States Code or Section 11-81-3 of the Code of Alabama 1975 or any similar federal or state law with respect to creditors' rights.

(e) The Official Statement is correct and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(f) The County is authorized by the Governing Law to grant to the Authority a portion of the Net Warrant Proceeds to finance the acquisition by the Authority of the Financed Facilities.

(g) The period of usefulness of the Financed Facilities will extend beyond the final maturity date of the Warrants.

(h) The expenditure of public funds, including the Net Warrant Proceeds, for the Governmental Purposes will serve a valid and sufficient public purpose notwithstanding any incidental benefit accruing to any private entity or entities.

(g) The County has caused the Notice attached hereto as Exhibit C to be published on September 7, 2023 in *The Cullman Times* in compliance with, and for purposes of, Amendment No. 772, the County having found and determined precedent thereto:

- (1) *The Cullman Times* is a newspaper in circulation in the County;
(2) the information in such Notice is true and correct as of the date thereof; and
(3) such Notice identifies each individual, firm, corporation or other business entity to whom, or for whose benefit, the County proposes to lend its credit or grant public funds or thing of value by the issuance of the Warrants.

ARTICLE 3

Source of Payment and Security for Warrants

(a) The County covenants and agrees the indebtedness evidenced and ordered paid by the Warrants is a general obligation of the County and the County irrevocably and sacredly pledges for the benefit of the Warrants the full faith and credit of the County subject to the prior payment of the necessary and reasonable expenses of governmental operations of the County and on an equal and proportionate basis of payment with all general obligation indebtedness of the County at any time outstanding.

(b) The Warrants are solely an obligation of the County and will never constitute a direct, indirect, or contingent obligation, indebtedness, pecuniary liability, or charge against the general credit, revenues, or taxing power of any Governmental Person.

ARTICLE 4

Authorization of Warrants and Transaction Documents

Section 4.01 Authorization of Warrants

(a) General.

(1) The County authorizes the issuance of a series of warrants designated "General Obligation Warrants, Series 2023" in aggregate principal amount of \$13,855,000 pursuant to the Governing Law and this Resolution to provide for the Governmental Purposes.

(2) The Warrants shall be delivered and issued in certificated form as a single Warrant for each stated maturity thereof in integral multiples of an Authorized Denomination and numbered consecutively in order of such stated maturity.

(3) (i) The Warrants shall be initially held pursuant to a Book-Entry System administered by the Securities Depository.

(ii) On the date of delivery of the Warrants, the certificated Warrant for each stated maturity thereof shall be registered in the name of the Securities Depository Nominee and delivered to, and held in the custody of, the Securities Depository or the Paying Agent in accordance with the procedures and rules of the Securities Depository therefor.

(b) Form of Warrants.

The Warrants shall be issued to the Owners in the form set forth therefor on Exhibit A (with such changes thereto as shall be required by Applicable Law on the date of delivery thereof).

(c) Maturity of Principal: Interest Rates.

The principal of the Warrants (i) shall mature on September 1 (or the next succeeding Business Day) in the years and principal amounts set forth below, and (ii) shall bear interest at the respective per annum rates of interest set forth below for the principal amount set opposite each such rate, payable in arrears on each Stated Interest Payment Date and on each date fixed pursuant to this Resolution for the payment of principal of the Warrants upon redemption (in whole or in part) thereof:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2024	\$260,000	5.000%
2025	225,000	5.000%
2026	240,000	5.000%
2027	250,000	5.000%
2028	260,000	5.000%
2029	275,000	5.000%
2030	290,000	5.000%
2031	305,000	5.000%
2032	320,000	5.000%
2033	335,000	5.000%
2034	350,000	5.000%
2035	370,000	5.000%
2036	390,000	5.000%
2037	405,000	5.000%
2038	430,000	5.000%
2043 ^[1]	2,430,000	4.125%
2048 ^[1]	3,000,000	4.375%
2053 ^[1]	3,720,000	4.500%

^[1] Subject to scheduled mandatory redemption as provided in Section 9.02.

Section 4.02 Authorization of Transaction Documents

The County (i) approves the representations of fact and the agreements, obligations and undertakings made by the County in, and the terms and provisions of, the Transaction Documents and (ii) authorizes and directs the Chair of the County Commission and the County Clerk to execute and attest, in the name and under seal of the County, the Transaction Documents with such changes thereto as shall not increase or extend any pecuniary liability of the County thereunder and as such officers shall conclusively approve by such execution.

Section 4.03 Delivery of Warrants and Transaction Documents

The County authorizes and directs the Chair of the County Commission and the County Clerk to effect delivery on the Date of Initial Delivery:

(1) to the Paying Agent: (i) the Warrants, (ii) a certified copy of this Resolution and (iii) the Transaction Documents;

(2) to, or as directed by, the Underwriter: (i) the Final Official Statement and (ii) the certificates, documents and proceedings required by the Warrant Purchase Agreement.

Section 4.04 General Authorization of Officers

The County authorizes and directs the Chair of the County Commission, the County Clerk and the County Administrator to take all actions, and to execute, deliver, file and record all certificates, documents, instruments and notices, as are required by Bond Counsel, the Governing Law, or the Warrant Purchase Agreement to effect the issuance of the Warrants pursuant to this Resolution.

Section 4.05 Ratification of Offering Documents and Actions

The County approves, authorizes, ratifies and confirms (i) the form, content, execution and delivery of the Preliminary Official Statement and the Final Official Statement, (ii) the execution, delivery and performance of the Warrant Purchase Agreement, and (iii) all actions taken, and all certifications and representations made, by any officer of the County in connection with, or in furtherance of, the actions and transactions approved and authorized by this Resolution.

Section 4.06 Application of Net Warrant Proceeds

The Net Warrant Proceeds shall be deposited as follows on the date of issuance of the Warrants:

- (a) The amount of \$27,973.91 shall be transferred to the Insurer as premium for the Policy.
- (b) The amount of \$190,073.75 shall be applied for Issuance Costs.
- (c) The amount of \$13,776,280.44 shall be deposited in the Series 2023 Proceeds Fund and applied as provided therefor in Section 4.07.

Section 4.07 Series 2023 Proceeds Fund

(a) The County authorizes and directs the Treasurer and the Paying Agent to:

(1) establish a special fund in the name of the County designated the "Series 2023 Proceeds Fund" to be held and applied by the Paying Agent as provided in this Section; and

(2) on the Date of Initial Delivery to deposit the amount described in Section 4.06(b) in the Series 2023 Proceeds Fund; and

(3) hold the Series 2023 Proceeds Fund as provided herein and invest the amounts therein in Authorized Investments pursuant to the written instructions of the Treasurer;

(4) retain as part of the Series 2023 Proceeds Fund all proceeds of the investment of amounts therein;

(5) apply the amounts in the Series 2023 Proceeds Fund to the payment of Authorized Purpose Costs as directed by requisition in form of Exhibit B hereto appropriately completed and signed by an Authorized County Representative; and

(6) pursuant to written instruction of an Authorized County Representative, transfer the amounts in the Series 2023 Proceeds Fund to the Warrant Fund for credit against deposits to be made therein under Section 11.02(b)(ii) and for application to the payment of the principal of the Warrants on the then next succeeding Stated Principal Payment Date.

(b) The County agrees the Paying Agent will not incur any personal liability for application of funds in the Series 2023 Proceeds Fund pursuant to the provisions of this Section and without actual knowledge that such application constitutes an illegal or unauthorized use of public funds.

Section 4.08 Amendment of Financed Facilities

The County may apply any portion of the Net Warrant Proceeds for the acquisition, construction or installation of any property not included within, or described as part of, the Financed Facilities if prior thereto:

(a) the County Commission adopts a resolution and order in which the County describes the property to be so acquired, constructed or installed and authorizes the use of Net Warrant Proceeds for such purpose, and

(b) the County obtains an Opinion of Bond Counsel to the effect the use of Net Warrant Proceeds to acquire, construct, or install such property is authorized by the Governing Law, and (ii) will not cause the interest on the Warrants to be or become Taxable.

ARTICLE 5

Issuance, Execution, Registration, Authentication, Cancellation of Warrants; Validity of Warrants

Section 5.01 Issuance of Warrants by County

The County will issue a Warrant or Warrants in the form of Exhibit A, with such changes thereto as may then be required by Applicable Law or this Resolution, in an Authorized Denomination and numbered consecutively in the order of issuance, as follows:

(a) on the Date of Initial Delivery, in the principal amounts, of the stated maturities, and bearing interest at the rates, provide therefor in Section 4.01;

(b) on the date of partial redemption of a Warrant pursuant to Section 9.01, in a principal amount equal to the unredeemed principal amount, and of like tenor, stated maturity and interest rate, of such Warrant subject to partial redemption;

(c) on the date of transfer, exchange or replacement of a Warrant pursuant to Article 10, in like tenor, principal amount, stated maturity, and interest rate of the Warrant surrendered for transfer or exchange or to be replaced.

Section 5.02 Execution and Delivery of Warrants by the County

(a) The County authorizes and directs the Chair of the County Commission and County Clerk to execute, seal and attest, and the Chair of the County Commission to register as a claim against the Warrant Fund, all Warrants presented for issuance and delivery pursuant to Section 5.01.

(b) The County authorizes and directs the Chair of the County Commission to deliver to the Paying Agent all Warrants executed and registered by the County pursuant to this Section.

Section 5.03 Registration, Authentication and Delivery of Warrants by Paying Agent

The County authorizes and directs the Paying Agent, by duly authorized officer thereof, to:

(a) authenticate, and register the ownership of each of the Warrants delivered to the Paying Agent by the County in a register (the "Warrant Register") maintained by the Paying Agent on behalf of the County at the Principal Office of the Paying Agent;

(b) deliver the Warrants, upon such authentication and registration, in accordance with (i) the written instructions of the County with respect thereto and (ii) the procedures and rules of the Securities Depository to the extent applicable thereto.

Section 5.04 Validity of Warrants Executed and Authenticated under this Article

(a) The County agrees that every Warrant executed, authenticated, registered and delivered under this Article is issued pursuant to the terms of the Governing Law and thereupon constitutes the valid general obligation indebtedness of the County entitled to the equal and proportionate security and benefit of this Resolution.

(b) The County will treat as valid for all purposes of this Resolution each Warrant executed by the natural persons who on the date of such execution thereof validly hold and exercise the offices of Chair of the County Commission and County Clerk, respectively without regard to whether at any time prior to, or after, the date of delivery of such Warrant either of such natural persons shall have ceased to hold and exercise the office thereof.

Section 5.05 Cancellation of Surrendered Warrants by Paying Agent

The County authorizes and directs the Paying Agent to cancel and destroy all Warrants surrendered to the Paying Agent for payment, redemption (in whole or in part), transfer, exchange or replacement.

ARTICLE 6

Accrual of Interest on Warrants

The principal amount of each Warrant shall accrue interest at the per annum rate of interest thereof calculated on the basis of a 360-day year of 12 consecutive 30-day months for the period beginning on (and including) the date of delivery of and payment for such Warrant and continuing thereafter until (but not including) the date on which the principal of such Warrant is paid in full and retired; provided that, anything in this Resolution or in the Warrants to the contrary notwithstanding, interest on the principal amount of any Warrant will cease to accrue from and after:

(a) the date on which such Warrant shall have been (i) delivered to the Paying Agent for cancellation pursuant to Section 5.05 or (ii) replaced pursuant to Section 10.03; or

(b) the date on which any amount of the principal of a Warrant becomes due (whether by stated maturity or call for mandatory or optional redemption), if, and to the extent, that on such date the Paying Agent holds (in a Defeasance Fund, or pursuant to Section 11.04, or otherwise) funds in an aggregate amount sufficient to pay in full the principal (or portion thereof called for optional or mandatory redemption) of, and interest on, such Warrant becoming due and payable on such date.

ARTICLE 7

Operation of Resolution for Warrants Held in Book-Entry System

(a) The Warrants will be initially held pursuant to a Book-Entry System administered by the Securities Depository

(b) The County and the Paying Agent will administer and construe the provisions of this Resolution to effect full compliance with the procedures and rules of the Securities Depository with respect to all Warrants held pursuant to a Book-Entry System, including without limitation (i) payment of Warrants, (ii) transfers of beneficial interests in Warrants; (iii) delivery of notices pursuant to this Resolution; and (iv) grant of consent or waiver with respect to any action or inaction by the County.

ARTICLE 8

Determination of Ownership of Warrants

(a) The ownership of a Warrant shall be proven by the Warrant Register for all purposes of this Resolution.

(b) The County and the Paying Agent shall treat the Person in whose name any Warrant is registered as the owner of such Warrant for the purpose of receiving payment of principal of and interest on such Warrant and for all other purposes of this Resolution, and, to the extent permitted by Applicable Law, the County and the Paying Agent will not be affected, or bound, by notice to the contrary.

(c) During a period in which the Warrants are held pursuant to a Book-Entry System, the County and the Paying Agent will treat the Securities Depository or the Securities Depository Nominee as the only Owner of the Warrants for all purposes of this Resolution.

(d) In the event the Securities Depository or the Security Depository Nominee assigns its rights to consent or vote under this Resolution to any Direct Participant or Indirect Participant, the County, the Paying Agent and the Developer will treat such assignee or assignees as the only Owner or Owners of the Warrants for the purpose of exercising such rights so assigned.

ARTICLE 9

Redemption of Warrants

Section 9.01 Optional Redemption of Warrants; Conditional Redemption; Defeasance Fund

(a) The County may, at the option thereof, redeem those of the Warrants with stated maturities after September 1, 2031, in whole, or in part in multiples of an Authorized Denomination, on September 1, 2031, or on any Business Day thereafter, at a redemption price for each Warrant (or principal portion thereof) redeemed equal to the principal amount thereof to be redeemed, plus accrued interest thereon to the date fixed for redemption, without premium or penalty, upon written notice of the order, aggregate principal amount (determined on the basis of the smallest Authorized Denominations so that after such redemption the principal amount of each Warrant will be an integral multiple of an Authorized Denomination), and stated maturity dates of the Warrants to be redeemed delivered to the Paying Agent by such date in advance of the proposed date of redemption as shall enable the Paying Agent to comply with the provisions of this Resolution with respect thereto. The Paying Agent, or the Securities Depository if applicable, will determine by fair and appropriate method the principal amount of Warrants to be redeemed within a maturity.

(b) The Owner of any Warrant which shall have been called for partial redemption must, on the date of redemption, surrender such Warrant to the Paying Agent with endorsement for transfer thereon, or with a written instrument of transfer acceptable to the Paying Agent, executed by such Owner or the attorney thereof authorized in writing therefor; whereupon the County and the Paying Agent shall, pursuant to Article 5 and without charge, deliver to, or as directed in writing by, such Owner a new Warrant in a principal amount equal to, and in exchange for, the unredeemed principal amount, and of like tenor, stated maturity, and interest rate, of such Warrant so surrendered for partial redemption.

(c) Anything in this Resolution to the contrary notwithstanding, the County may provide for the optional redemption of any Warrant (or portion thereof) contingent upon specified conditions, such as deposit of funds necessary for such redemption or the occurrence of specified events. If the conditions for such redemption are not satisfied prior to the proposed date of redemption, such Warrant shall not be subject to redemption on such date and the County shall not be required to redeem such Warrant (or portion thereof) subject to such conditional redemption. The County shall return any Warrants surrendered on the specified date of redemption to the Owners of such Warrants. The failure of the County to redeem any Warrant called for conditional redemption as provided in this Section shall not constitute a default by the County in payment of the principal of or interest on such Warrant.

(d) The County will establish, pursuant to separate agreement with the Paying Agent, a Defeasance Fund for all Warrants (or portions thereof) called for optional redemption.

Section 9.02 Scheduled Mandatory Redemption

(a) The Warrants having a stated maturity in 2043 (the “2043 Term Warrants”) are subject to scheduled mandatory redemption, without consent of or direction by the County, by lot, on the Stated Principal Payment Date in each of the years and in the principal amounts set forth below (subject to a credit thereon for the principal amount of each of the 2043 Term Warrants then cancelled or optionally redeemed and not previously claimed as a credit) for a redemption price for each 2043 Term Warrant to be redeemed equal to the principal thereof plus interest accrued thereon to the date of redemption, without premium or penalty:

<u>Year</u>	<u>Principal Amount</u>
2039	\$450,000
2040	465,000
2041	485,000
2042	505,000

\$525,000 principal amount of the 2043 Term Warrants is scheduled to be paid at maturity on the Stated Principal Payment Date in 2043.

(b) The Warrants having a stated maturity in 2048 (the “2048 Term Warrants”) are subject to scheduled mandatory redemption, without consent of or direction by the County, by lot, on the Stated Principal Payment Date in each of the years and in the principal amounts set forth below (subject to a credit thereon for the principal amount of each of the 2048 Term Warrants then cancelled or optionally redeemed and not previously claimed as a credit) for a redemption price for each 2048 Term Warrant to be redeemed equal to the principal thereof plus interest accrued thereon to the date of redemption, without premium or penalty:

<u>Year</u>	<u>Principal Amount</u>
2044	\$550,000
2045	575,000
2046	600,000
2047	625,000

\$650,000 principal amount of the 2048 Term Warrants is scheduled to be paid at maturity on the Stated Principal Payment Date in 2048.

(c) The Warrants having a stated maturity in 2053 (the "2053 Term Warrants") are subject to scheduled mandatory redemption, without consent of or direction by the County, by lot, on the Stated Principal Payment Date in each of the years and in the principal amounts set forth below (subject to a credit thereon for the principal amount of each of the 2053 Term Warrants then cancelled or optionally redeemed and not previously claimed as a credit) for a redemption price for each 2053 Term Warrant to be redeemed equal to the principal thereof plus interest accrued thereon to the date of redemption, without premium or penalty:

<u>Year</u>	<u>Principal Amount</u>
2049	\$680,000
2050	710,000
2051	745,000
2052	775,000

\$810,000 principal amount of the 2053 Term Warrants is scheduled to be paid at maturity on the Stated Principal Payment Date in 2053.

Section 9.03 Notice of Redemption of Warrants

(a) The County authorizes and directs the Paying Agent to give notice of optional or mandatory redemption, as provided in subsection (b) and in the name and at the expense of the County, to the Owner of each Warrant, all or a portion of the principal of which is to be redeemed, not less than 30 days prior to the proposed date of redemption by United States registered or certified mail (first class, postage prepaid) at the address of such Owner appearing in the Warrant Register or, if the Securities Depository or Securities Depository Nominee is the Owner, at the times and in the manner as provided in the applicable rules and procedures of the Securities Depository; provided, however, any Owner may waive the requirement of notice as to the redemption of the Warrant or Warrants thereof. The Paying Agent and the County are not required to give notice of redemption to any Beneficial Owner.

(b) All notices of redemption shall state (i) the Warrants to be redeemed; (ii) the date of redemption; (iii) the redemption price; (iv) whether such redemption is mandatory or optional; (v) the principal amount of Warrants to be redeemed, and, if less than all Warrants are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Warrants to be redeemed; (vi) that on the date of redemption the redemption price of each of the Warrants to be redeemed will become due and payable and that the interest thereon shall cease to accrue from and after said date; (vii) to the extent required for Warrants in certificated form, the place or places where the Warrants to be redeemed are to be presented and surrendered for payment of the redemption price; and (viii) if applicable, the terms upon which any optional redemption is contingent upon specified conditions.

(c) The County and the Paying Agent shall, to the extent practical under the circumstances, comply with the standards set forth in Securities and Exchange Commission's Exchange Act Release No. 23856 regarding redemption notices, provided that their failure to do so shall not in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed in this Section.

Section 9.04 Payment of Redemption Price of Warrants

In the manner and as provided in this Resolution for the payment of the Warrants:

(a) the County shall cause the redemption price of all Warrants (or the principal portions thereof) called for optional redemption to be paid solely from the Defeasance Fund established thereof on the date specified for redemption thereof; and

(b) the County shall pay the redemption price of all Warrants called for mandatory redemption solely from the Warrant Fund on the date specified for redemption thereof.

ARTICLE 10

Transfer, Exchange and Replacement of Warrants

Section 10.01 Transfer of Warrants

The Owner of any Warrant may transfer such Warrant to such transferee as directed in writing by the Owner to the County and the Paying Agent, by delivery to the Principal Office of the Paying Agent of such Warrant duly endorsed for transfer, or with a written instrument of transfer acceptable to the Paying Agent, executed by such Owner or the attorney thereof authorized in writing therefor, and payment in advance of all applicable expenses and governmental charges of the County and the Paying Agent therefor; whereupon the County and the Paying Agent shall, pursuant to Article 5, deliver to such transferee a new Warrant of like tenor, principal amount, stated maturity and interest rate as the Warrant surrendered for transfer.

Section 10.02 Exchange of Warrants

An Owner may exchange a single Warrant for multiple Warrants, or multiple Warrants for a single Warrant as directed in writing to the County and the Paying Agent, in an aggregate principal amount in Authorized Denominations and of the same year of maturity as the Warrant or Warrants so surrendered, by delivery to the Principal Office of the Paying Agent of such Warrant or Warrants to be exchanged; whereupon the County and the Paying Agent shall, pursuant to Article 4, deliver to such Owner such new Warrant or Warrants of like tenor, principal amount, stated maturity and interest rate as the Warrant or Warrants surrendered for exchange

Section 10.03 Replacement of Warrants

An Owner may request in writing the County and the Paying Agent issue a Warrant in replacement of any Warrant which the Owner proves to the satisfaction of the County and the Paying Agent to have been lost, destroyed or mutilated (so that the same is not held by such Owner as the property thereof) and shall not have been acquired by a bona-fide purchaser, by delivery to the Principal Office of the Paying Agent of such indemnity and security as the County and the Paying Agent shall require to save harmless the County and the Paying Agent from any claim whatsoever because of such lost, destroyed or mutilated Warrant; whereupon the County and the Paying Agent shall, pursuant to Article 4, deliver to such Owner such new Warrant or Warrants of like tenor, principal amount, stated maturity and interest rate as the Warrant or Warrants so proven to have been lost, destroyed or mutilated; provided, however, the County and the Paying Agent will not replace any Warrant which the County and the Paying Agent know is then owned by a bona-fide purchaser.

Section 10.04 Limitation on Time of Transfer or Exchange

Anything in this Resolution to the contrary notwithstanding, the Paying Agent is not required to transfer or exchange any Warrant (i) during the period beginning on the applicable Record Date and ending on the then next succeeding Stated Interest Payment Date or (ii) during the period beginning on the calendar day (whether or not a Business Day) which is forty-five (45) days prior to a date fixed for optional redemption (in whole or in part) of such Warrant or mandatory redemption (in whole or in part) of such Warrant and ending on such date of redemption.

ARTICLE 11

Payment of Warrants

Section 11.01 Payment of Warrants

(a) The County authorizes, directs and orders the Chair of the County Commission, the County Treasurer and the Paying Agent to pay, solely from the amounts on deposit in the Warrant Fund, at par in lawful money of the United States of America immediately available and without deduction for exchange, fees or expenses:

- (1) interest on the Warrants due on each Stated Interest Payment Date to the Owners in whose names the Warrants are registered in the Warrant Register at the close of business on the applicable Record Date for such Stated Interest Payment Date; and
- (2) interest on the Warrants due upon redemption on any date other than a Stated Interest Payment Date to the Owners in whose names the Warrants are registered in the Warrant Register at the close of business on the first day of the period established pursuant to Section 10.04(ii); and
- (3) principal of the Warrants due on each Stated Principal Payment Date only upon surrender thereof at the Principal Office of the Paying Agent; and
- (4) principal of each Warrant (or portion thereof) due upon redemption only upon surrender thereof at the Principal Office of the Paying Agent.

(b) Upon the written request of the Owner of any Warrant in a principal amount of not less than \$1,000,000, the Paying Agent will make payment of the principal of and interest on such Warrant by wire transfer to an account of such Owner maintained at a bank in the continental United States or by any other method providing for payment in same-day funds that is acceptable to the Paying Agent, if such written request contains adequate instructions for the method of payment; provided, however, the final payment of the principal of such Warrant is made upon such surrender thereof to the Paying Agent.

(c) If any payment of principal of or interest on any Warrant is due on a day which is not a Business Day, such payment shall be made, in the same amount, on the first succeeding day which is a Business Day, with the same effect as if made on the date on which such payment was due.

(d) All payments to the Owners of principal of, premium (if any) and interest on the Warrants on behalf of the County or the Paying Agent will be valid and effectual to discharge, satisfy and terminate the liability of the County and the Paying Agent therefor to the extent of the amounts so paid.

Section 11.02 The Warrant Fund

(a) The County establishes a special fund designated the "Warrant Fund" to be held and applied by the Paying Agent under this Resolution solely for the payment of the principal of and interest on the Warrants.

(b) The County authorizes and directs the Chair of the County Commission and the County Treasurer to deposit into the Warrant Fund, on or before each Record Date, amounts equal to the following, subject to a credit thereon for all amounts then on deposit in the Warrant Fund:

(1) the interest on the Warrants becoming due on the then next succeeding Stated Interest Payment Date; and

(2) the principal of the Warrants becoming due on the then next succeeding Stated Principal Payment Date.

(c) The County authorizes and directs the Paying Agent to deposit in the Warrant Fund:

(1) any funds received by the Paying Agent with written directions from an Authorized County Representative to deposit such funds in the Warrant Fund; and

(2) any funds the Paying Agent is directed to deposit in the Warrant Fund pursuant to any provision of this Resolution.

(d) The County authorizes and directs the Paying Agent to invest the amounts at any time on deposit in, or credited to, the Warrant Fund as directed in writing by an Authorized County Representative; provided: (i) such amounts will be invested only in Authorized Investments which mature or are subject to redemption by the Paying Agent at times and in amounts sufficient for the purposes of the Warrant Fund; (ii) such amounts will be increased by all income and profits, and decreased by all losses, resulting from investment thereof; (iii) all income and profits from investment of such amounts will remain in the Warrant Fund and be credited against the next succeeding deposits required therein; and (iv) the Paying Agent will not be liable for any loss resulting from investment of such amounts except to the extent such loss resulted from the gross negligence or willful misconduct of the Paying Agent.

(e) The Paying Agent will cause the amounts on deposit in, or credited to, the Warrant Fund to be secured as provided by Applicable Law for public funds.

(f) The County authorizes and directs the Paying Agent to apply all amounts in the Warrant Fund to the payment of the principal of and interest on the Warrants in full when due; provided, that (i) all money transferred to or deposited in the Warrant Fund shall be applied to the payment of principal of, premium (if any) and interest on the Warrants within 13 months from the date of such transfer or deposit and (ii) all income and profits received from investment of money in the Warrant Fund shall be applied to the payment of principal of, premium (if any) and interest on the Warrants within 12 months from the date of receipt of such income or profits.

(g) The County authorizes and directs the Paying Agent to transfer to the County all amounts in the Warrant Fund remaining after the County shall have no obligation with respect to the Warrants under Article 17.

Section 11.03 Establishment of Defeasance Fund for Warrants

(a) The County may provide for the payment and discharge of any of the Warrants, or any amount of the principal thereof (such Warrants or such principal amount thereof being defined as the "Defeased Warrants") by establishing with the Paying Agent a Defeasance Fund for the exclusive benefit of the Defeased Warrants (or principal portion thereof) to be paid therefrom and depositing in such Defeasance Fund cash and U.S. Government Obligations as will (assuming the due and punctual payment of the principal of and interest on such U.S. Government Obligations) provide funds sufficient to pay in full when due the principal of, premium (if any) and interest on the Defeased Warrants until the maturity or prior redemption of such Warrants; provided, however, that:

(1) such U.S. Government Obligations must not be subject to redemption prior to their respective maturities at the option of the issuer thereof; and

(2) if any of the Defeased Warrants are to be redeemed in advance of stated maturity, either (i) the Paying Agent shall receive evidence that notice of such redemption has been given in accordance with the provisions of this Resolution or (ii) the County will confer on the Paying Agent irrevocable authority for the giving of such notice on behalf of the County; and

(3) the Paying Agent shall have received a certificate of an Auditor to the effect that the cash and proceeds of the U.S. Government Obligations in such Defeasance Fund, and the income therefrom, without reinvestment, will be sufficient to pay in full when due the principal of, premium (if any) and interest on the Defeased Warrants.

(b) The Paying Agent will invest any investment proceeds in a Defeasance Fund in U.S. Government Obligations at the written direction of an Authorized County Representative.

(c) The County authorizes and directs the Paying Agent to apply all amounts in a Defeasance Fund solely for the payment of the principal of, premium (if any) and interest on the Defeased Warrants with respect to which such fund was established.

Section 11.04 Funds for Payment of Unsurrendered Warrants to be Held in Separate Trust; Repayment of Unclaimed Money

(a) If an Owner fails to present or surrender the Warrant or Warrants thereof on any date fixed or scheduled for payment of the principal thereof, the Paying Agent is authorized and directed to transfer amounts held in the Warrant Fund, or in a Defeasance Fund, as applicable, sufficient for the payment of principal of, premium (if any) and interest on such Warrant or Warrants to a separate trust fund created by the Paying Agent for such purpose and hold such amounts in trust, without investment, for the sole benefit of the Persons entitled thereto.

(b) The County authorizes and directs the Paying Agent to pay such amounts to the Owner of such Warrants upon presentation thereof, provided, however, the County authorizes and directs the Paying Agent to pay to the County, subject to Applicable Law and upon written request of an Authorized County Representative, any amounts held in trust by the Paying Agent pursuant to this Section which are unclaimed for three (3) years after the date on which payment thereof was due to have been made; whereupon the Owner of any such Warrant or Warrants to be paid from such amounts shall thereafter, as an unsecured general creditor, have recourse only to the County for payment thereof, and all liability of the Paying Agent with respect to such trust money shall cease; provided, however, the Paying Agent may, prior to payment of such amounts to the County and at the written direction and expense of the County, publish notice once, by newspaper or by Electronic Means, that such amounts remain unclaimed and that, after a date specified in such notice (which shall be not less than 30 days after publication of such notice), such amounts will be paid to the County.

ARTICLE 12

Special Agreements by Owners and Beneficial Owners of Warrants

As a condition of, and as a consideration for, the issuance of the Warrants, each Owner and Beneficial Owner agrees, by acquisition of a Warrant or a beneficial interest therein, that:

(a) Exempt Persons

No covenant or agreement contained in the Warrants or in this Resolution shall operate or be construed as a covenant or agreement of any officer, agent, employee, or member of the County Commission, of the County or of the Paying Agent and none of such Persons nor any officer executing the Warrants shall be liable personally on the Warrants or be subject to any personal liability or accountability by reason of the issuance of the Warrants and any liability of every name and nature, either at common law or in equity or by constitution or statute, and all such rights and claims against every such officer, employee, or member of the County Commission of the County or of the Paying Agent are irrevocably waived and released.

(b) Operation of Book-Entry System

The County and the Paying Agent have not undertaken, directly or indirectly, to provide, and therefore shall have no liability, obligation, or responsibility to any Person (including without limitation Beneficial Owners, Direct Participants, and Indirect Participants) for (i) the accuracy of any records maintained by the Securities Depository or any Direct Participant or Indirect Participant, or (ii) the payment by the Securities Depository or any Direct Participant or Indirect Participant of any amount due to any Beneficial Owner in respect of the principal of, interest on or premium (if any) on, any of the Warrants, or (iii) the delivery, or timeliness of delivery by the Securities Depository or any Direct Participant or Indirect Participant of any notice due to any Beneficial Owner which is required or permitted under this Resolution to be given to such Beneficial Owner, or (iv) any act (including without limitation any consent to, or waiver of, any action or inaction) of whatever nature or type by the Securities Depository or Securities Depository Nominee, as Owner.

(c) Transfer, Exchange and Replacement of Warrants; Defenses of County

(1) The Warrants will be transferred, exchanged and replaced only as provided in Article 10 of this Resolution, which provisions are exclusive and preclude (to the extent permitted by Applicable Law) all rights and remedies with respect thereto.

(2) Each Person who acquires a Warrant, or a beneficial interest therein, will be subject to all defenses and rights of the County at law or in equity and to all payments of principal thereof and interest thereon made by the County.

(d) Action by Paying Agent

Any action taken by the Paying Agent upon the written request, or with the written consent, of the Owner of a Warrant will bind all subsequent Owners of the same Warrant and any Warrant issued upon transfer or exchange, or in replacement, thereof.

ARTICLE 13

The Paying Agent

Section 13.01 Designation of Paying Agent

The County designates and appoints Regions Bank as the depository for the Warrant Fund and as Paying Agent, Warrant Registrar and authenticating agent for and with respect to the Warrants.

Section 13.02 Payments at Par by Paying Agent

(a) The Paying Agent agrees with the County and the Owners that it will make all payments of principal of and interest on the Warrants from money supplied by the County for such purpose in immediately available funds at par and without discount or deduction for exchange, fees or expenses.

(b) The County agrees to pay the fees and expenses which may be incurred by the Paying Agent in the making of remittances in bankable funds at par.

Section 13.03 Compensation of Paying Agent

The County agrees to pay to the Paying Agent from time to time reasonable compensation for all services rendered by it under this Resolution and, upon written request and invoice, reimbursement for all reasonable expenses, disbursements and advances incurred or made by the Paying Agent pursuant to this Resolution, except any such expense, disbursement or advance incurred or made by the Paying Agent that is determined by a court of competent jurisdiction to be attributable to the gross negligence or willful misconduct of the Paying Agent.

Section 13.04 Rights of Paying Agent

(a) The Paying Agent shall not be liable except for its noncompliance with the provisions hereof, its willful misconduct or its gross negligence.

(b) The Paying Agent:

(1) may execute any of the powers conferred on it hereunder or perform any duty hereunder either directly or through agents and attorneys in fact who are not regularly in its employ and who are selected by it with reasonable care, but it shall be responsible for the observance by such agents and attorneys in fact of the terms and conditions hereof;

(2) may consult with counsel on any matters connected herewith and shall not be answerable for any action taken or failure to take any action in good faith on the advice of counsel, provided that its action or inaction is not contrary to an express provision hereof;

(3) need not recognize any Person as an Owner of a Warrant without the satisfactory establishment of title thereof to such Warrant;

(4) will not be answerable or liable for any action taken in good faith upon any notice, request, consent, certificate or other paper or document which it believes to be genuine and signed or acknowledged by the proper Person;

(5) will be entitled to reasonable compensation for its services hereunder, including extra compensation for unusual or extraordinary services;

(6) may be the Owner of Warrants as if not Paying Agent hereunder;

(7) will not be liable for proper application of any moneys other than those that may be paid to or deposited with it;

(8) will not unreasonably withhold or delay any consent or approval required of it under the provisions of this Resolution;

(9) may make any investments permitted hereby through its own investment department or affiliated entity, and any Authorized Investments issued or held by it hereunder shall be deemed investments and not deposits;

(10) will, upon reasonable request, advise the County of the amount at the time on deposit in any of the special funds herein created;

(11) will have no obligation to file financing statements or continuation statements.

(c) All moneys received by the Paying Agent to be held by it hereunder will be held as trust funds until disbursed in the manner herein provided therefor. The Paying Agent will not be liable to pay or allow interest thereon or otherwise to invest any such moneys except as specifically required herein.

(d) The recitals of fact herein and in the Warrants are statements by the County and not by the Paying Agent, and the Paying Agent is in no way responsible for the validity or security of the Warrants, or the validity or enforceability of the Resolution. The Paying Agent assumes responsibility for its eligibility to accept and administer the duties created hereby, and it agrees and represents that it is duly authorized to accept and administer such duties and that the acceptance and administration by it of such duties do not violate or contravene, and are not void or voidable under, any applicable state or federal law now existing.

(e) The Paying Agent's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Resolution shall extend to and include the Paying Agent's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Paying Agent's right to compensation, shall survive the Paying Agent's resignation or removal, the discharge of this Resolution, and final payment of the Warrants.

(f) The Paying Agent shall have the right to accept and act upon directions or instructions given by an Authorized County Representative pursuant to this Resolution or any other document reasonably relating to Warrants issued hereunder and delivered using Electronic Means. If the County elects to give the Paying Agent directions or instructions using Electronic Means and the Paying Agent in its discretion elects to act upon such directions or instructions, the Paying Agent's understanding of such directions or instructions shall be deemed controlling. The County understands and agrees that the Paying Agent cannot determine the identity of the actual sender of such directions or instructions and that the Paying Agent shall conclusively presume that directions or instructions that purport to have been sent by an Authorized County Representative listed on the incumbency certificate provided to the Paying Agent have been sent by such Authorized County Representative. The County shall be responsible for ensuring that only Authorized County Representatives transmit such directions or instructions to the Paying Agent and that all Authorized County Representatives treat applicable user and authorization codes, passwords and/or authentication keys as confidential and with extreme care. The Paying Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Paying Agent's reliance upon and compliance with such directions or instructions notwithstanding such directions or instructions conflict or are inconsistent with a subsequent written direction or written instruction. The County agrees: (i) to assume all risks arising out of the use of Electronic Means to submit directions or instructions to the Paying Agent, including without limitation the risk of the Paying Agent acting on unauthorized directions or instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting directions or instructions to the Paying Agent and that there may be more secure methods of transmitting directions or instructions; (iii) that the security procedures (if any) to be followed in connection with its transmission of directions or instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances and (iv) to notify the Paying Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 13.05 Resignation and Removal; Appointment of Successor

(a) The County may remove and discharge the Paying Agent from all duties imposed upon it as Paying Agent and Warrant Registrar and transfer agent under, and for purposes of, this Resolution, by giving written notice of such removal and discharge by certified or registered mail to the Paying Agent not less than 30 days prior to the date when such removal shall take effect.

(b) The Paying Agent may resign and be discharged of all duties imposed upon it as Paying Agent and Warrant Registrar and transfer agent by giving written notice of such resignation by certified or registered mail to the County not less than 30 days prior to the date when such resignation shall take effect.

Section 13.06 Qualification of and Acceptance of Appointment by Successor

(a) If at any time the Paying Agent shall be removed, resign, or be or become incapable of acting, or be adjudged a bankrupt or insolvent, or a receiver of the Paying Agent or of its property shall be appointed or any public officer shall take charge or control of the Paying Agent or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then the County will promptly appoint a successor Paying Agent and Warrant Registrar; provided, if an instrument of acceptance by a successor Paying Agent shall not have been delivered to the County pursuant to Section 13.06(c) within 30 days of the occurrence of the event causing the replacement of the Paying Agent the outgoing Paying Agent, and any Owner, may petition any court of competent jurisdiction for the appointment of a successor Paying Agent and Warrant Registrar.

(b) Any successor Paying Agent shall be a bank or trust company authorized to act as Paying Agent and Warrant Registrar under and for purposes of this Resolution and having, at the time of its acceptance of such appointment, combined capital and surplus of at least \$500,000,000.

(c) Every successor Paying Agent appointed hereunder shall execute, acknowledge and deliver to the County and to the retiring Paying Agent an instrument accepting such appointment and thereupon the resignation or removal of the retiring Paying Agent shall become effective and such successor Paying Agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, and duties of the retiring Paying Agent under, and for purposes of, this Resolution.

Section 13.07 Merger or Consolidation

Any corporation into which the Paying Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Paying Agent shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Paying Agent, shall be the successor of the Paying Agent hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Warrants shall have been authenticated, but not delivered, by the Paying Agent then in office, any successor by merger or consolidation to such authenticating Paying Agent may adopt such authentication and deliver the Warrants so authenticated with the same effect as if such successor Paying Agent had itself authenticated such Warrants.

ARTICLE 14

Covenants of County Regarding Federal Tax Matters

(a) The County covenants and agrees to duly and punctually observe and perform all agreements and covenants thereof under the Tax Certificate and Agreement.

(b) The County covenants and agrees that it will not take any action, or fail to take any action, if such action or failure to act would cause the interest on the Warrants to be Taxable.

ARTICLE 15

Insurer Terms and Conditions

(a) As long as the Insurer is not then in default on the Policy, the Insurer shall be deemed to be the sole holder of such Warrants insured by it for all purposes of this Resolution and under Alabama law including without limitation exercising rights and remedies of Owners.

(b) (1) If, on the third Business Day prior to the related scheduled interest payment date or principal payment date ("Payment Date") there is not on deposit with the Paying Agent, after making all transfers and deposits required under this Resolution, moneys sufficient to pay the principal of and interest on the Warrants due on such Payment Date, the Paying Agent shall give notice to the Insurer and to its designated agent (if any) (the "Insurer's Fiscal Agent") by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Warrants due on such Payment Date, the Paying Agent shall make a claim under the Policy and give notice to the Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Warrants and the amount required to pay principal of the Warrants, confirmed in writing to the Insurer and the Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Policy.

(2) The Paying Agent shall designate any portion of payment of principal on Warrants paid by the Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Warrants registered to the then current Owner, whether DTC or its nominee or otherwise, and shall issue a replacement Warrant to the Insurer, registered in the name of Assured Guaranty Municipal Corp., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Paying Agent's failure to so designate any payment or issue any replacement Warrant shall have no effect on the amount of principal or interest payable by the County on any Warrant or the subrogation rights of the Insurer.

(3) The Paying Agent shall keep a complete and accurate record of all funds deposited by the Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Warrant. The Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Paying Agent.

(4) Upon payment of a claim under the Policy, the Paying Agent shall establish a separate special purpose trust account for the benefit of Owners referred to herein as the "Policy Payments Account" and over which the Paying Agent shall have exclusive control and sole right of withdrawal. The Paying Agent shall receive any amount paid under the Policy in trust on behalf of Owners and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Paying Agent to Owners in the same manner as principal and interest payments are to be made with respect to the Warrants under the sections hereof regarding payment of Warrants. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything herein to the contrary, the County agrees to pay to the Insurer (i) a sum equal to the total of all amounts paid by the Insurer under the Policy (the "Insurer Advances"); and (ii) interest on such Insurer Advances from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the Late Payment Rate per annum (collectively, the "Insurer Reimbursement Amounts"). "Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Warrants and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The County hereby covenants and agrees that the Insurer Reimbursement Amounts are general obligations of the County on a parity with debt service due on the Warrants and all general obligation indebtedness of the County.

(5) Funds held in the Policy Payments Account shall not be invested by the Paying Agent and may not be applied to satisfy any costs, expenses or liabilities of the Paying Agent. Any funds remaining in the Policy Payments Account following a Warrant payment date shall promptly be remitted to the Insurer.

(6) The Insurer shall, to the extent it makes any payment of principal of or interest on the Warrants, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Policy. Each obligation of the County to the Insurer under this Resolution shall survive discharge or termination hereof.

(c) The County shall pay or reimburse the Insurer any and all charges, fees, costs and expenses that the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in this Resolution; (ii) the pursuit of any remedies under this Resolution or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, this Resolution whether or not executed or completed, or (iv) any litigation or other dispute in connection with this Resolution or the transactions contemplated thereby, other than costs resulting from the failure of the Insurer to honor its obligations under the Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of this Resolution.

(d) All information furnished pursuant to the Continuing Disclosure Agreement shall also be provided to the Insurer, simultaneously with the furnishing of such information. The Insurer shall have the right to receive such additional information as it may reasonably request. The County will permit the Insurer to discuss the affairs, finances and accounts of the County or any information the Insurer may reasonably request regarding the security for the Warrants with appropriate officers of the County and will use commercially reasonable efforts to enable the Insurer to have access to the facilities, books and records of the County on any business day upon reasonable prior notice.

ARTICLE 16

Operation of Resolution as a Contractual Agreement

Section 16.01 Resolution a Contract; Governing Law

For and in consideration of the purchase of the Warrants and the agreements of the County herein, the County and each of the Owners and the Beneficial Owners, by acquisition of a Warrant or a beneficial interest therein, agrees the terms and provisions of this Resolution constitute a contractual agreement by the County and the Owners and Beneficial Owners made pursuant to, and governed by, the laws of the State of Alabama without regard to principles of conflicts of laws.

Section 16.02 Enforceability and Severability

The provisions of this Resolution are severable. If any one or more of the provisions of this Resolution or of the Warrants shall, for any reason, be held illegal or unenforceable, such illegality or unenforceability will not affect the other provisions of this Resolution or of the Warrants, and this Resolution and the Warrants will be construed and enforced as if such illegal or unenforceable provision had not been contained herein or therein.

Section 16.03 Expenses of Collection

The County hereby covenants and agrees that, if the principal of and interest on the Warrants are not paid promptly as such principal and interest matures and comes due, it will pay to the Owners all expenses incident to the collection of any unpaid portion thereof, including reasonable attorneys' fees.

Section 16.04 Remedies

The County covenants and agrees:

(a) the Owners shall have all rights and remedies for the enforcement of the Warrants and this Resolution as provided by Applicable Law; and

(b) the Chair of the County Commission and the County Treasurer are subject to mandamus in the event such Persons have money available for payment of principal of and interest on the Warrants and do not apply such money (and investment earnings thereon), when and as required by the Warrants and this Resolution, to the payment of the principal of and interest on the Warrants in full when due as provided in this Resolution.

Section 16.05 Effectiveness of Resolution

This Resolution shall be effective immediately on the date of adoption hereof and any provision of any resolution, ordinance, order, or part thereof, of the County which may be in conflict, or inconsistent, with any provision of this Resolution is hereby, to the extent of any such conflict or inconsistency, repealed.

ARTICLE 17

Discharge of Obligation of County to Pay Warrants

The obligation of the County for the payment of any amount of the principal of or interest on a Warrant will be fully discharged, satisfied and terminated, without recourse (in a proceeding at law or in equity) against the County, from and after the date on which such Warrant:

- (1) ceases to accrue interest as provided in Article 6; or
- (2) becomes payable solely from a Defeasance Fund as provided in Section 11.03.

EXHIBIT A
Form of Warrant

This Warrant has not been registered under the Securities Act of 1933, as amended, or the securities laws of the State of Alabama, in reliance upon applicable exemptions. The County will transfer this Warrant only upon presentation and surrender hereof by the registered owner of this Warrant and in compliance with the within-referenced Resolution, applicable federal and state securities laws, and subject to all rights and defenses of the County at law or in equity.

UNITED STATES OF AMERICA
STATE OF ALABAMA

CULLMAN COUNTY, ALABAMA

GENERAL OBLIGATION WARRANT
SERIES 2023

Registered Owner:

CEDE & CO.

Warrant No.

R-__

Dated Date:	Principal Amount:	Interest Rate per annum:	Stated Interest Payment Dates:	Maturity Date:	CUSIP:
September 27, 2023	\$ _____	_____ %	March 1 and September 1	September 1, 20__	230160 ____

Authorization of Indebtedness and Payment

For value received, the Cullman County, Alabama, a political subdivision of under the State of Alabama (the "County"), has issued this Warrant pursuant to Section 94.01 of the Constitution of Alabama of 2022, the laws of the State of Alabama (including without limitation Article 2 of Chapter 27 of Title 22 of the Code of Alabama 1975) and a Resolution and Order and related proceedings of the County duly adopted and conducted (the "Resolution"), in acknowledgement of indebtedness thereof to the Registered Owner, or registered assigns, in the above Principal Amount and hereupon authorizes, directs and orders the Treasurer of the County to pay to the Registered Owner of this Warrant, through Regions Bank (and successors) as Paying Agent, in the manner provided in the Resolution (i) the Principal Amount on the Maturity Date, subject to prior redemption (in whole or in part) as provided in the Resolution and (ii) interest accrued on the Principal Amount at the Interest Rate, computed from the Dated Date as provided in the Resolution, on the Stated Interest Payment Dates and on each date fixed for redemption (in whole or in part) of this Warrant.

Resolution

The Resolution is held by the Paying Agent and constitutes a contractual agreement binding upon the County and the registered owners of this Warrant under the laws of the State of Alabama for (i) the payment, registration, transfer, exchange, replacement, redemption, and defeasance of this Warrant, (ii) the rights and duties of the County and the Paying Agent, and (iii) the enforcement of the Resolution.

Estoppel

The County recites, certifies and declares that the indebtedness evidenced and ordered paid by this Warrant is lawfully due without condition, abatement or offset of any description, that this Warrant has been registered in the manner provided by law, that all acts, conditions and things required by the Constitution of Alabama of 2022, and laws of the State of Alabama, to happen, exist and be performed precedent to and in the authorization, execution, registration and issuance of this Warrant and the adoption of the Resolution, have happened, do exist and have been performed in due time, form and manner as so required by law, and that the Principal Amount of this Warrant, together with all other indebtedness of the County, are within every debt and other limit prescribed by the Constitution and laws of the State of Alabama.

Testimonium

IN WITNESS WHEREOF, on the Dated Date the County has caused this Warrant to be executed, under seal, and attested, in its name and on its behalf by the Chair of the County Commission and County Clerk of the County upon due authorization thereunto.

CULLMAN COUNTY, ALABAMA

By: _____
Chair of the Cullman County Commission, as
governing body of Cullman County, Alabama

SEAL

Attest: _____
County Clerk

REGISTRATION CERTIFICATE

The undersigned certifies that this Warrant has been duly registered in the manner provided by law as a claim against the Cullman County, Alabama and the Warrant Fund provided therefor under the Resolution referenced herein.

Chair of the Cullman County Commission, as
governing body of Cullman County, Alabama

AUTHENTICATION AND REGISTRATION DATE: SEPTEMBER 27, 2023

CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This Warrant is authenticated and has been registered by Cullman County, Alabama on the Warrant Register thereof maintained with the undersigned Paying Agent in the name of the above Registered Owner on the above Authentication and Registration Date.

REGIONS BANK

By _____
Its Authorized Officer

STATEMENT OF INSURANCE

Assured Guaranty Municipal Corp. ("AGM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Warrant to Regions Bank, Birmingham, Alabama, or its successor, as paying agent for the Warrants (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Warrant acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.

ASSIGNMENT

For value received _____ hereby sell(s), assign(s), and transfer(s) unto _____ the within Warrant and hereby irrevocably constitute(s) and appoint(s) _____ attorney, with full power of substitution in the premises, to transfer this Warrant on the books of the within mentioned Paying Agent.

Dated this _____ day of _____, _____.

NOTE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Warrant in every particular, without alteration, enlargement or change whatsoever.

Signature Guaranteed:*

(Bank, Trust Company or Firm)

By _____
(Authorized Officer)

* Signature(s) must be guaranteed by an eligible guarantor institution which is a member of the recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

Notice by Securities Depository

Unless the within Warrant is presented by an authorized representative of the Securities Depository (as defined in the Resolution referenced in the within Warrant), to the County or its agent for registration of transfer, exchange, or payment, and any Warrant issued is registered in the name of the Securities Depository or the Securities Depository Nominee (as defined in the Resolution referenced in the within Warrant), as the case may be, or in such other name as is requested by an authorized representative of the Securities Depository (and any payment is made to the Securities Depository or the Securities Depository Nominee or to such other entity as is requested by an authorized representative of the Securities Depository), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, the Securities Depository or Securities Depository Nominee, as the case may be, has an interest herein.

EXHIBIT B
Requisition Form

Series 2023 Proceeds Fund Requisition

To: Regions Bank

Re: Series 2023 Proceeds Fund for Warrants of the Cullman County, Alabama, pursuant to Resolution and Order No. ____ of Cullman County, Alabama

Date: _____, 20__

Req. No. _____

- 1. Capitalized terms used herein without definition shall have the respective meanings assigned thereto in the above Resolution.
- 2. This Requisition is delivered to you for the payment from the Series 2023 Proceeds Fund of the amount(s) to the Person(s) for the Authorized Purpose Costs set forth below or attached hereto:

(a) Amount: _____

(b) Payee: _____

(c) Authorized Purpose Costs:

- 3. The County represents that this Requisition is delivered pursuant to the above Resolution by an Authorized County Representative for purposes for which the Net Warrant Proceeds are authorized to be expended under the Resolution.

CULLMAN COUNTY, ALABAMA

By _____

Its _____

EXHIBIT C

Legal Notice Published September 7, 2023

The Cullman Times

300 4th Ave. SE, Cullman, Al. 35055

Phone: 256-734-2131

Affidavit for Publication of Advertising

State of Alabama

Cullman County

Before me, a notary public in and for the county and state above listed, personally appeared Tom Mayer, who, by me duly sworn, deposes and says that:

"My name is TOM MAYER, I am the EDITOR of The Cullman Times". The Newspaper published the attached Advertisement in the issues of:

September 7, 2023 Ad Number: 736455

The sum charged for publication was \$93.52. The sums charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper in which the public notice appeared.

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



Alabama Group Editor

Sworn and Subscribed this

____ 7th ____ day of ____ SEPTEMBER ____, 2023



Notary Public

MY COMMISSION EXPIRES
12-02-2025

**LEGAL NOTICE
OF
PROPOSED ECONOMIC
DEVELOPMENT ACTION
AND RELATED PUBLIC
EXPENDITURES
OF
CULLMAN COUNTY, ALABAMA**

Cullman County, Alabama (the "County") hereby gives notice that the Cullman County Commission (the "Commission") of the County will meet in regular public session at 8:00 p.m. on September 19, 2023 at the offices of the Commission at the Cullman County Courthouse in the City of Cullman, Alabama, to consider (among other matters to be properly brought before the Commission) the authorization of a resolution and order (the "Warrant Resolution") for the issuance of general obligation warrants of the County (the "Series 2023 Warrants") pursuant to Section 94.01 of the Constitution of Alabama of 2022 (formerly known as Amendment No. 772 to the Constitution of Alabama of 1901, as amended).

The County presently expects the Series 2023 Warrants will be issued in aggregate principal amount not to exceed \$15,500,000, bearing interest at fixed rates per annum, and payable over a period not exceeding 30 years, from the general funds and revenues of the County lawfully available therefor. The County will grant the net proceeds of the Series 2023 Warrants to The Solid Waste Disposal Authority of the City and County of Cullman, Alabama (the "Authority") for use by the Authority for the acquisition from Cullman Environmental, Inc. (the "Company") of a solid waste disposal facility and certain additional real estate within the County (collectively, the "Landfill Project").

The County intends, by the issuance of the Series 2023 Warrants and the grant of proceeds thereof to the Authority to finance the Landfill Project, to enhance the provision of solid waste disposal services throughout the County and in turn to promote the local economic growth and development of the County, to increase employment opportunities in the County, and to increase the tax and revenue base of the County.

The County presently expects the Landfill Project to be operated by the Authority for the benefit of individuals, public entities and private business entities using solid waste disposal services to advance personal, commercial and industrial purposes. The entities to whom and for whose benefit the County proposes to lend its credit and grant public funds through the issuance, and use of proceeds, of the Series 2023 Warrants include the Authority, the Company and the individuals and entities that will utilize the solid waste disposal services of the Landfill Project and the Authority.

All interested persons may examine and review the Warrant Resolution and all relevant proceedings pertaining thereto, and make copies thereof at personal expense, and obtain further information concerning the within-referenced actions proposed by the County Commission, during normal business hours at the offices of the County Administrator at 500 2nd Avenue SW in the City of Cullman, Alabama, before and after the meeting referenced herein.

The Cullman Times
September 7, 2023

The Cullman Times

300 4th Ave. SE, Cullman, Al. 35055

Phone: 256-734-2131

Affidavit for Publication of Advertising

State of Alabama

Cullman County


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



Alabama Group Editor

Sworn and Subscribed this

7th day of SEPTEMBER, 2023



Notary Public

MY COMMISSION EXPIRES
12-02-2025

**LEGAL NOTICE
OF
PROPOSED ECONOMIC
DEVELOPMENT ACTION
AND RELATED PUBLIC
EXPENDITURES
OF
CULLMAN COUNTY, ALABAMA**

Cullman County, Alabama (the "County") hereby gives notice that the Cullman County Commission (the "Commission") of the County will meet in regular public session at 6:00 p.m. on September 19, 2023 at the offices of the Commission at the Cullman County Courthouse in the City of Cullman, Alabama, to consider (among other matters to be properly brought before the Commission) the authorization of a resolution and order (the "Warrant Resolution") for the issuance of general obligation warrants of the County (the "Series 2023 Warrants") pursuant to Section 94.01 of the Constitution of Alabama of 2022 (formerly known as Amendment No. 772 to the Constitution of Alabama of 1901, as amended).

The County presently expects the Series 2023 Warrants will be issued in aggregate principal amount not to exceed \$15,500,000, bearing interest at fixed rates per annum, and payable over a period not exceeding 30 years, from the general funds and revenues of the County lawfully available therefor. The County will grant the net proceeds of the Series 2023 Warrants to The Solid Waste Disposal Authority of the City and County of Cullman, Alabama (the "Authority") for use by the Authority for the acquisition from Cullman Environmental, Inc. (the "Company") of a solid waste disposal facility and certain additional real estate within the County (collectively, the "Landfill Project").

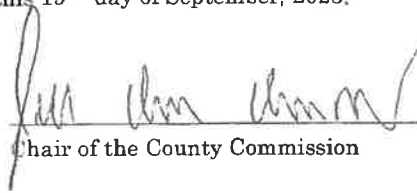
The County intends, by the issuance of the Series 2023 Warrants and the grant of proceeds thereof to the Authority to finance the Landfill Project, to enhance the provision of solid waste disposal services throughout the County and in turn to promote the local economic growth and development of the County, to increase employment opportunities in the County, and to increase the tax and revenue base of the County.

The County presently expects the Landfill Project to be operated by the Authority for the benefit of individuals, public entities and private business entities using solid waste disposal services to advance personal, commercial and industrial purposes. The entities to whom and for whose benefit the County proposes to lend its credit and grant public funds through the issuance, and use of proceeds, of the Series 2023 Warrants include the Authority, the Company and the individuals and entities that will utilize the solid waste disposal services of the Landfill Project and the Authority.

All interested persons may examine and review the Warrant Resolution and all relevant proceedings pertaining thereto, and make copies thereof at personal expense, and obtain further information concerning the within-referenced actions proposed by the County Commission, during normal business hours at the offices of the County Administrator at 500 2nd Avenue SW in the City of Cullman, Alabama, before and after the meeting referenced herein.

The Cullman Times
September 7, 2023

The foregoing Resolution and Order is adopted on this 19th day of September, 2023.



Chair of the County Commission

SEAL

Attest: 

County Clerk

After said Resolution had been discussed and considered in full by the Commission, it was moved by Commissioner Duke that the Resolution and Order be now placed upon its final passage and adopted. The motion was seconded by Commissioner Freeman.

The question being put as to the adoption of said motion and the final passage and adoption of the Resolution, the roll was called with the following results:

Ayes: Jeff Clemons, Chair
 Kerry Watson
 Kelly Duke
 Corey Freeman
 Garry Marchman

Nays: None


The Chair thereupon declared said motion carried and the Resolution and Order passed and adopted as introduced and read and in evidence thereof executed the Resolution and Order as Chair.

* * * *

There being no further business to come before the meeting, it was moved and seconded that the meeting be adjourned. Motion carried.

Approval of Minutes:

Each of the undersigned does hereby approve, and waive notice of, the date, time, place and purpose of the meeting of the Cullman County Commission recorded in the above and foregoing minutes thereof and does hereby approve the form and content of the above and foregoing minutes and resolution therein.



Chair



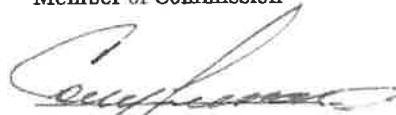
Member of Commission



Member of Commission



Member of Commission



Member of Commission

SEAL

Attest: 

County Clerk

WARRANT PURCHASE AGREEMENT

between

CULLMAN COUNTY, ALABAMA

and

PIPER SANDLER & CO.

relating to

\$13,855,000

**Cullman County, Alabama
General Obligation Warrants,
Series 2023**

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WARRANT PURCHASE AGREEMENT

1. Parties and Relevant Dates

Issuer: Cullman County, a political subdivision of the State of Alabama

Underwriter: Piper Sandler & Co.

Securities: \$13,855,000 principal amount
General Obligation Warrants, Series 2023

Acceptance Deadline: September 14, 2023, 5:00 p.m., Central time

Effective Date and Time of Formal Award: September 14, 2023, 2:00 p.m., Central time

Closing Date: September 27, 2023

2. Defined Terms

All capitalized terms used in this Agreement and not otherwise defined are used as defined in the Authorizing Resolution or the Official Statement:

Acceptance Deadline: The date set forth in Section 1, being the date and time by which the Issuer must accept this Agreement.

Act: Chapter 89A of Title 11 of the Code of Alabama 1975, as amended, and Amendment No. 772 to the Constitution of Alabama of 1901.

Agreement: This Warrant Purchase Agreement, dated the Effective Date, including **Schedule I** attached hereto.

Authorizing Resolution: The resolution and order enacted by the Issuer's governing body on September 19, 2023, authorizing the issuance of the Securities, as amended and supplemented to the Closing Date.

Bond Counsel: Maynard Nexsen PC, Birmingham, Alabama.

Bond Insurer: The issuer of the Policy, if any, identified in this Agreement.

Closing Date: The date set forth in Section 1 of this Agreement, being the date of the issuance and delivery of the Securities.

Continuing Disclosure Undertaking: The continuing disclosure undertaking or agreement, if any, entered into by the Issuer with respect to the Securities in accordance with Rule 15c2-12 (which may be a separate document or may be included in the Authorizing Resolution or another Issuer Document).

Creditors' Rights Laws: Limitations on enforceability as may result from bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally from time to time in effect and from the application of general principles of equity and from public policy limitations on the exercise of any rights to indemnification and contribution.

DTC: The Depository Trust Company.

Effective Date and Time: The date and time that this Agreement is effective, as set forth in Section 1 of this Agreement.

End of the Underwriting Period: The later of (i) the Closing Date or (ii) when the Underwriter no longer retains an unsold balance of the Securities.

Exchange Act: The Securities Exchange Act of 1934, as amended.

Excluded Sections: For purposes of the representations and warranties of the Issuer set forth in Section 9(a)(viii), the indemnification provisions set forth in Section 16 and the opinion of Issuer's Counsel required pursuant to Section 13, the "Excluded Sections" of the Preliminary Official Statement and the Official Statement shall be: (i) the section describing DTC and its book-entry-only procedures, (ii) any information provided by the Bond Insurer expressly for use in the Official Statement, (iii) the statements under "Statement of the Underwriter" under "SPECIAL QUALIFICATIONS", (iv) the section captioned "TAX MATTERS", (v) the section captioned "UNDERWRITING", if provided in writing by the Underwriter, (vi) the section captioned "OPINION AND ENGAGEMENT OF BOND COUNSEL", and (vii) Appendices B, C, D, F and G.

Issuer: The Issuer of the Securities, identified in Section 1.

Issuer Documents: All financing documents to which the Issuer is a party relating to the issuance of and security for the Securities, as such documents are amended and supplemented to the Closing Date, including, but not limited to:

- (i) this Agreement,
- (ii) any Continuing Disclosure Undertaking, if contained separately or in the Authorizing Resolution,
- (iii) the Authorizing Resolution and other applicable financing or operative documents to which the Issuer is a party, as such documents are amended and supplemented to the Closing Date, including any trust indenture, loan agreement, security instrument, and remarketing agreement, and any agreement with the Bond Insurer.

Issuer's Counsel: Emily Johnston, Cullman, Alabama.

MSRB: Municipal Securities Rulemaking Board.

Official Statement: Official Statement dated September 14, 2023, relating to the Securities, together with all appendices or exhibits, any materials incorporated by reference therein and any amendments or supplements thereto.

Paying Agent: Regions Bank, acting as registrar and/or paying agent for the Securities.

Policy: A municipal bond insurance policy, if any, issued by the Bond Insurer, insuring the payment when due of the principal of and interest on the Securities, as identified in this Agreement.

Preliminary Official Statement: Preliminary Official Statement dated September 8, 2023, relating to the Securities, together with all appendices or exhibits, any materials incorporated by reference therein and any amendments or supplements thereto.

Primary Offering Disclosure Period: The period commencing with the first submission to an underwriter of an order for the purchase of the Securities or the purchase of such Securities from the Issuer, whichever first occurs, and ending 25 days after the final delivery by the Issuer or its agent of all Securities to or through the underwriting syndicate or sole underwriter.

Purchase Price: The aggregate amount specified in Section 5 as the Purchase Price to be paid by the Underwriter at the Closing for the purchase of the Securities on the Closing Date.

Rule 15c2-12: Rule 15c2-12 promulgated by the SEC under the Exchange Act.

SEC: Securities and Exchange Commission of the United States.

Securities: The Securities identified in Section 1 on the first page of this Agreement, as more specifically described in **Schedule I**.

Securities Act: The Securities Act of 1933, as amended.

State: State of Alabama.

Trust Indenture Act: Trust Indenture Act of 1939, as amended.

Underwriter: The firm identified as such in Section 1 of this Agreement.

Underwriter's Counsel: Ezell Law, LLC.

3. Offer to Purchase the Securities; Execution of Terms and Acceptance

The Issuer and the Underwriter are entering into this Warrant Purchase Agreement (the “*Agreement*”), to provide for the purchase and sale of the Securities. The Securities are further described in **Schedule I**.

The Underwriter hereby offers to purchase all (but not less than all) of the Securities from, and to enter into this Agreement with, the Issuer. This offer is subject to acceptance by the Issuer by the Acceptance Deadline and, if not so accepted, will be subject to withdrawal by the Underwriter by written notice delivered to the Issuer at any time prior to acceptance. The Issuer

shall accept this Agreement by its execution hereof. Upon such execution, the Agreement will be binding upon the Underwriter and the Issuer. This Agreement is effective as of the Effective Date and Time.

4. Purchase of the Securities

The Underwriter shall purchase from the Issuer, and the Issuer shall sell to the Underwriter, all (but not less than all) of the Securities on the Closing Date at the aggregate Purchase Price set forth below, plus accrued interest, if any. The Securities shall bear interest at the rates per annum, mature on the dates, be sold to the public at the prices and be subject to optional and mandatory sinking fund redemption prior to maturity and to such other terms and provisions, all as set forth in **Schedule I**. The Securities otherwise shall be as described in the Official Statement, the Authorizing Resolution and the Issuer Documents. The Underwriter's agreement to purchase the Securities from the Issuer is made in reliance upon the Issuer's representations, covenants and warranties and on the terms and conditions set forth in this Agreement.

The Issuer acknowledges and agrees that: (i) the primary role of the Underwriter is to purchase securities for resale to investors in an arms-length commercial transaction between the Issuer and the Underwriter and that the Underwriter has financial and other interests that differ from those of the Issuer, (ii) the Underwriter is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer or any other person or entity with respect to the transaction contemplated in this Agreement and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated in this Agreement and the discussions, undertakings and proceedings leading (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters), (iii) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement, and (iv) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein.

5. Purchase Price

The Purchase Price applicable to the Securities is \$13,893,879.35 (representing the principal amount of the Securities, less an underwriter's discount of \$100,448.75, and plus net original issue premium of \$139,328.10). The aggregate Purchase Price shall be payable on the Closing Date by the Underwriter to or as directed by the Issuer by wire transfer in immediately available funds or as otherwise agreed by the Issuer and the Underwriter. In accordance with Section 18, the Underwriter also will be reimbursed for those out-of-pocket expenses described therein.

6. Public Offering

The Underwriter agrees to make a bona fide initial public offering of all the Securities in compliance with federal and state securities laws, at a price not in excess of the initial offering price set forth in the Official Statement. Subject to Section 14, the Underwriter may change the initial offering price or prices as it deems necessary in connection with the offering of the

Securities without any requirement of prior notice, and may offer and sell the Securities to certain institutions at prices lower than those stated in the Official Statement. Upon the request of Bond Counsel, the Underwriter shall execute and deliver prior to the Closing an issue price certificate or similar certificate in form and substance reasonably satisfactory to Bond Counsel and the Underwriter.

7. Good Faith Deposit

No Good Faith Deposit will be delivered.

8. Official Statement

The Issuer hereby consents to and ratifies the use and distribution by the Underwriter of the Preliminary Official Statement in connection with the public offering of the Securities by the Underwriter, and further confirms the authority of the Underwriter to use, and consents to the use of, the final Official Statement with respect to the Securities in connection with the public offering and sale of the Securities. The Issuer hereby represents and warrants that the Preliminary Official Statement previously furnished to the Underwriter was “deemed final” by the Issuer as of its date for purposes of Rule 15c2-12, except for permitted omissions.

(a) The Issuer, at its cost, shall provide, or cause to be provided, to the Underwriter within seven business days after the date of this Agreement (or within such shorter period as may be approved by the Underwriter or required by applicable rule) such number of copies of a final Official Statement as reasonably requested by the Underwriter, but in sufficient quantity to permit the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12, and Rule G-32 and any other applicable rules of the SEC and the MSRB.

(b) The Issuer authorizes the Underwriter to file, to the extent required by any applicable SEC or MSRB rule, and the Underwriter agrees to so file, the Official Statement with the MSRB or its designee. If an amended Official Statement is prepared during the “primary offering disclosure period,” and if required by any applicable SEC or MSRB rule, the Underwriter also shall make the required filings of the amended Official Statement. The Issuer shall provide the Underwriter with the information necessary to complete MSRB Form G-32 for all filings to be made under this Section 8.

(c) The Preliminary Official Statement and the Official Statement may be delivered in printed and a “designated electronic format” as defined in the MSRB’s Rule G-32 and as may be agreed by the Issuer and the Underwriter. If the Official Statement has been prepared in electronic form, the Issuer hereby confirms that it does not object to distribution of the Official Statement in electronic form.

(d) The Issuer shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter. The Issuer covenants to notify the Underwriter promptly if, on or prior to the 25th day after the End of the Underwriting Period, (or such other period as may be agreed to by the Issuer and the Underwriter) any event shall occur, or information comes to the attention of the Issuer, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a

material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and if in the opinion of the Underwriter such event requires the preparation and distribution of a supplement or amendment to the Official Statement, to prepare and furnish to the Underwriter, at the Issuer's expense, such number of copies of the supplement or amendment to the Official Statement, in (i) a "designated electronic format" consistent with the requirements of the MSRB's Rule G-32 and (ii) a printed format form in substance mutually agreed upon by the Issuer and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the Closing Date, the Issuer also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

9. Representations and Warranties

(a) Representations and Warranties of the Issuer. The Issuer hereby agrees with, and makes the following representations and warranties to, the Underwriter, as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing:

(i) The Issuer is duly created and existing under the constitution and laws of the State and has full legal right, power and authority under the constitution and laws of the State, including the Act, to adopt the Authorizing Resolution, to execute and deliver the Issuer Documents and the Official Statement, to issue, sell and deliver the Securities as provided herein, and to carry out and to consummate the transactions contemplated by the Authorizing Resolution, the Issuer Documents and the Official Statement.

(ii) Pursuant to the Authorizing Resolution, the Issuer shall have duly authorized and approved (A) the distribution of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement for use by the Underwriter in connection with the public offering of the Securities, (B) the issuance and sale of the Securities upon the terms set forth herein and as contemplated by the Authorizing Resolution, the Issuer Documents and the Official Statement and (C) the execution and delivery of, and the performance by the Issuer of the obligations on its part contained in, the Securities, the Authorizing Resolution and the Issuer Documents.

(iii) The Securities will be issued in conformity with and entitled to the benefit and security of the Authorizing Resolution and the Issuer Documents, including the pledge of the full faith and credit of the Issuer.

(iv) Except as may be described in the Preliminary Official Statement or the Official Statement, the Issuer is not in breach of or default in any material respect under (if applicable) any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the Issuer under any of the foregoing.

(v) The adoption, execution and delivery of the Securities, the Authorizing Resolution and the Issuer Documents, and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its property or assets are otherwise subject, and such adoption, execution, delivery or compliance will not result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature upon the property or assets, if any, of the Issuer to be pledged to secure the Securities or under the terms of any such law, regulation or instrument, except as provided by the Securities, the Authorizing Resolution and the Issuer Documents.

(vi) The Issuer has been advised by Bond Counsel that all authorizations, approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect, the issuance of the Securities or the due performance by the Issuer of its obligations under the Authorizing Resolution, the Issuer Documents and the Securities have been duly obtained or will be obtained prior to the Closing, except for: (A) such authorizations, approvals, consents and orders, if any, as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Securities, and (B) authorizations, approvals, consents and orders that are required to be obtained or renewed periodically, such as budgets, licenses and permits.

(vii) The Preliminary Official Statement (less and except the Excluded Sections) as of its date did not, and the Official Statement (less and except the Excluded Sections) as of its date does not and as of the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, the Issuer makes no statement as to the Excluded Sections of the Preliminary Official Statement or the Official Statement.

(viii) There has been no material adverse change in the financial position or results of operations of the Issuer since the date of the financial statements of the Issuer contained in the Preliminary Official Statement and the Official Statement.

(ix) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, agency, public board or body, pending or, to the knowledge of the Issuer, threatened against the Issuer: (A) affecting the existence of the Issuer or the titles of its officers to their respective offices, (B) seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Securities or the collection by the Issuer of any tax proceeds payable to it or the making of any required deposits with respect to the Securities, (C) in any way contesting or affecting the validity or enforceability of, or the power or authority of the Issuer to issue, adopt or to enter into (as applicable), the Securities, the Authorizing Resolution or the Issuer Documents, (D) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereto, (E) except as disclosed in the Official Statement, wherein an unfavorable decision, ruling or finding would

materially adversely affect the financial position or condition of the Issuer or would result in any material adverse change in the ability of the Issuer to apply its tax proceeds or other revenues to pay debt service on the Securities, or (F) contesting the status of the interest on the Securities as excludable from gross income for federal income tax purposes or the status of the interest on the Securities as exempt from any applicable state tax, in each case as described in the Official Statement.

(x) The Issuer has received all licenses, permits or other regulatory approvals required, if any, for the collection and/or application by the Issuer of the tax proceeds payable to it and the Issuer is not in material default, and no event has occurred which would constitute or result in a material default, under any such licenses, permits or approvals.

(xi) The Issuer will enter into the Continuing Disclosure Undertaking and, except for the failures described in the Official Statement, the Issuer has not failed during the previous five years to comply in all material respects with any previous undertakings in a written continuing disclosure contract or agreement under Rule 15c2-12.

(xii) The Authorizing Resolution, the Issuer Documents and the Securities will conform to the description thereof contained in the Official Statement.

(xiii) The Issuer will apply proceeds of the Securities for the purposes contemplated by the Authorizing Resolution and the Issuer Documents, including for the payment or reimbursement of incidental expenses in connection with the marketing, issuance and delivery of the Securities to the extent required by this Agreement and in compliance with applicable law.

(b) Covenants of the Issuer. The Issuer hereby covenants with the Underwriter that:

(i) Prior to the Closing Date, except as otherwise contemplated by the Official Statement, the Issuer shall not create, assume or guarantee any general obligation indebtedness (other than obligations incurred with respect to the reasonable and necessary expenses of the Issuer's normal operations), or pledge or otherwise encumber any of its tax proceeds or other revenues, assets, properties, funds or interests that are expected to be available as security for the Securities.

(ii) The Issuer shall cooperate with the Underwriter in the qualification of the Securities for offering and sale and the determination of their eligibility for investment under the laws of such jurisdictions, to the extent applicable, as the Underwriter may request; provided that the Issuer shall not be required to qualify as a foreign corporation in, or submit to the general jurisdiction of, any other state or to file any general or special consents to service of process under the laws of any jurisdiction.

(iii) The Issuer shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Securities, or the exemption from any applicable state tax of the interest on the Securities.

(c) Representations and Warranties of the Underwriter. The Underwriter hereby agrees with, and makes the following representations and warranties to, the Issuer, as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing:

(i) The Underwriter is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.

(ii) This Agreement has been duly authorized, executed and delivered by the Underwriter and, assuming the due authorization, execution and delivery by the Issuer, is the legal, valid and binding obligation of the Underwriter enforceable in accordance with its terms, except as the enforceability of this Agreement may be limited by application of Creditors' Rights Laws.

(iii) The Underwriter represents that it is licensed by and registered with the Financial Industry Regulatory Authority as a broker-dealer and the MSRB as a municipal securities dealer.

10. Third-Party Credit Enhancement or Support

Bond Insurer: Assured Guaranty Municipal Corp.

11. Ratings

The following ratings on the Securities shall be in effect on the Closing Date:

Moody's: None

S&P: AA (stable outlook) (insured rating)

AA-(stable outlook)(underlying rating)

Fitch: None

12. Closing

(a) The delivery of and payment for the Securities shall be the "Closing" for the Securities and shall occur at or prior to 1:00 p.m., New York City time, on the Closing Date, or at such other time or on such other date as may be mutually agreed by the Underwriter and the Issuer. The location of the Closing shall be at such place as shall be mutually acceptable to the Issuer and the Underwriter.

(b) At the Closing, the Issuer shall deliver or cause to be delivered the Securities to DTC or to the Paying Agent on behalf of the Underwriter, as further described in paragraph (c) below. The Securities shall be delivered in definitive form, duly executed by the Issuer and authenticated by the Paying Agent, together with the other documents identified in Section 13. Subject to satisfaction of the conditions contained in this Agreement, the Underwriter will accept delivery of the Securities as described above and pay the Purchase Price, plus accrued interest, if any, on the Securities from their dated date to, but not including, the Closing Date, in immediately available funds, payable to the order of the Paying Agent or as otherwise directed by the Issuer.

(c) Delivery of the definitive Securities shall be made through the facilities of DTC's book-entry-only system in New York, New York, or at such other location as may be designated by the Underwriter prior to the Closing. The Securities will be delivered as fully-registered warrants, bearing CUSIP numbers, with a single warrant for each maturity of each series of the Securities (or, if so provided in **Schedule I**, for each separate interest rate within a maturity), and registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Securities. Unless otherwise requested by the Underwriter, the Securities will be delivered under DTC's FAST delivery system.

13. Closing Conditions

The Underwriter shall receive on the Closing Date, in form and substance satisfactory to Bond Counsel and to the Underwriter, each item specified below, unless waived by the Underwriter:

(i) The approving opinion of Bond Counsel, addressed to the Underwriter (or addressed to the Issuer with a reliance letter addressed to the Underwriter), dated the Closing Date, and in substantially the form included as an appendix to the Official Statement.

(ii) (a) The supplemental opinion of Bond Counsel, addressed to the Underwriter and the Issuer, dated the Closing Date, in substantially the form attached hereto as Exhibit A; and (b) the disclosure letter of Bond Counsel, addressed to the Underwriter, dated the Closing Date, in substantially the form attached hereto as Exhibit B.

(iii) The letter of Issuer's Counsel, addressed to the Underwriter and dated the Closing Date, in substantially the form attached hereto as Exhibit C.

(iv) The opinion of Underwriter's Counsel, addressed to the Underwriter, dated the Closing Date, to the effect that: (A) the Securities are exempt from registration under the Securities Act and the Authorizing Resolution is exempt from qualification under the Trust Indenture Act and (B) the Continuing Disclosure Undertaking meets the requirements of Rule 15c2-12. In addition, such counsel shall state in its letter containing the foregoing opinion or in a separate letter addressed to the Underwriter that, without having undertaken to determine independently, or to assume responsibility for, the accuracy, completeness or fairness thereof, and based solely on their participation in meetings and telephone conferences at which representatives of the Issuer, Bond Counsel and the Underwriter were at various times present, nothing has come to the attention of such counsel that would lead them to believe that the information and statements in the Preliminary Official Statement as of its date and the Official Statement, as of its date and as of the date of such letter, contained or contain any untrue statement of a material fact or omitted or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, no view need be expressed as to the financial statements of the Issuer, any other financial, forecast, technical or statistical data, and any information in the Preliminary Official Statement and the Official Statement respecting the Bond Insurer and DTC.

(v) A certificate dated the Closing Date of an authorized officer of the Issuer to the effect that:

(A) the representations and warranties of the Issuer contained in this Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date;

(B) the Issuer has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied at or prior to the Closing;

(C) no event affecting the Issuer has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the Closing Date any statement or information contained in the Preliminary Official Statement or the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect; and

(D) there is no action, suit, proceeding or investigation before or by any court or public board or body pending or threatened against the Issuer to restrain or enjoin the issuance, execution or delivery of the Securities or in any manner questioning the proceedings or authority for the issuance of the Securities or affecting directly or indirectly the validity of the Securities or of any provisions made or authorized for their payment or contesting the existence of the Issuer or the title of any of its officers to their respective offices.

(vi) Written evidence that the rating(s) on the Securities by the applicable rating services, as set forth in Section 0, are in effect as of the Closing Date.

(vii) A certificate of an officer of the Paying Agent, acceptable to the Underwriter, dated the Closing Date, to the effect that the Securities have been authenticated in accordance with the Authorizing Resolution and the Issuer Documents by a duly authorized officer or signatory of the Paying Agent.

(viii) A tax certificate or tax regulatory agreement, executed by a duly authorized officer of the Issuer, in form and substance satisfactory to Bond Counsel, setting forth, among other things, in the manner permitted by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the reasonable expectations of the Issuer as of the Closing Date as to the use of proceeds of the Securities and of any other funds of the Issuer expected to be used to pay debt service on the Securities and the facts and estimates on which such expectations are based, and stating that, to the best of knowledge and belief of such certifying officer, the expectations set forth therein are reasonable.

(ix) An Information Return for Tax-Exempt Governmental Obligations (Internal Revenue Service Form 8038-G), in a form satisfactory to Bond Counsel for filing, executed by a duly authorized officer of the Issuer.

(x) A copy of the Blanket Letter of Representations to DTC relating to the Securities signed by the Issuer.

(xi) True and complete copies of all opinions, certificates and other documents delivered to the Paying Agent under the Authorizing Resolution and the Issuer Documents; and such additional legal opinions, certificates, instruments and other documents as the Underwriter or Bond Counsel reasonably may request, in form and substance satisfactory to the Underwriter

or Bond Counsel, as the case may be, to evidence (A) compliance by the Issuer with legal requirements reasonably relating to the transactions contemplated by the Official Statement and this Agreement, (B) the truth and completeness, as of the date thereof, of the statements and information contained in the Preliminary Official Statement, (C) the truth and completeness, as of the date thereof and as of the time of the Closing, of the statements and information contained in the Official Statement, (D) the truth and completeness, as of the time of the Closing, of the representations and warranties of the Issuer contained in this Agreement and the certificates and other documents referred to in this Agreement, and (E) the due performance or satisfaction by the Issuer at or prior to the Closing of all agreements then to be satisfied.

14. Issue Price Certificate

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Securities and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, in the such form as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Securities.

(b) Except as otherwise set forth in Schedule II attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Securities (the “10% test”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Warrant Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of the Securities. If at that time the 10% test has not been satisfied as to any maturity of the Securities, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Securities of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Securities of that maturity or (ii) the 10% test has been satisfied as to the Securities of that maturity, provided that the Underwriter’s reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Issuer or bond counsel. For purposes of this Section, if Securities mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Securities.

(c) The Underwriter confirms that it has offered the Securities to the public on or before the date of this Warrant Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule II attached hereto, except as otherwise set forth therein. Schedule II also sets forth, as of the date of this Warrant Purchase Agreement, the maturities, if any, of the Securities for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Securities, the Underwriter will neither offer nor sell unsold Securities of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Securities to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Securities to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Securities to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) to report the prices at which it sells to the public the unsold Securities of each maturity allotted to it, whether or not the Closing Date has occurred, until either all Securities of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Securities of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Securities that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Securities to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Securities to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Securities to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Securities of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Securities of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Securities of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or

otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Issuer acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Securities to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Securities, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Securities, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Securities to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Securities, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Securities, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Securities, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Securities.

(f) The Underwriter acknowledges that sales of any Securities to any person that is a related party to an underwriter participating in the initial sale of the Securities to the public (each such term being used as defined herein) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (i) “public” means any person other than an underwriter or a related party,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Securities to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the applicable series of the Securities to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Securities to the public),
- (iii) a purchaser of any of the Securities is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the

corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Warrant Purchase Agreement by all parties.

(g) Upon request of Bond Counsel, the Underwriter shall execute and deliver on the Closing Date an issue price or similar certificate with respect to the Securities pursuant to this Section, in form and substance reasonably satisfactory to the Issuer, Bond Counsel and the Underwriter.

15. Accountants’ Letter

No Accountants’ letters will be delivered in connection with the issuance of the Securities.

16. Indemnification and Contribution

(a) The Issuer agrees, to the extent permitted by applicable law, to indemnify and hold harmless the Underwriter, and each person, if any, who controls (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) the Underwriter, and their directors, officers, agents and employees, against any and all losses, claims, damages, liabilities and expenses to which the Underwriter may become subject, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof), arise out of or are based upon any statement or information in the Preliminary Official Statement or in the Official Statement that is or is alleged to be untrue or incorrect in any material respect, or any omission or alleged omission of any statement or information in the Preliminary Official Statement or the Official Statement (other than in the Excluded Sections) which is necessary in order to make the statements therein not misleading. The foregoing indemnity agreement shall be in addition to any liability that the Issuer otherwise may have.

(b) The Underwriter will indemnify and hold harmless the Issuer, each of its members, directors, officers and employees, and each person who controls the Issuer within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, to the same extent as the foregoing indemnity from the Issuer to the Underwriter, but only with reference to the statements under the caption “Underwriting” in the Preliminary Official Statement and the Official Statement.

(c) In case any claim shall be made or action brought against an indemnified party for which indemnity may be sought against any indemnifying party, as provided above, the indemnified party shall promptly notify the indemnifying party in writing setting forth the particulars of such claim or action; but the omission to so notify the indemnifying party (i) shall not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) shall not relieve it from any liability which it may have

to any indemnified party except as otherwise stated under paragraph (a) or (b) above. The indemnifying party shall assume the defense thereof, including the retention of counsel acceptable to such indemnified party and the payment of all expenses and shall have the right to negotiate and consent to settlement. An indemnified party shall have the right to retain separate counsel in any such action and to participate in the defense thereof but the fees and expenses of such counsel shall be at the expense of such indemnified party unless the employment of such counsel has been specifically authorized by the indemnifying party or the indemnifying party shall not have employed counsel reasonably acceptable to the indemnified party to have charge of the defense of such action or proceeding or the indemnified party shall have reasonably concluded that there may be defenses available to it which are different from or additional to those available to the indemnifying party (in which case the indemnifying party shall not have the right to direct the defense of such action or proceeding on behalf of the indemnified party), in any of which events, such legal or other expenses shall be borne by the indemnifying party. No party shall be liable for any settlement of any action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any action with or without written consent of the indemnifying party, the indemnifying party agrees to indemnify and hold harmless the indemnified parties to the extent of the indemnities set forth above from and against any loss or liability by reason of such settlement or judgment. Any such settlement must include an unconditional release of each indemnified party from all liability arising out of such action.

(d) If the indemnification provided for above is unenforceable, or is unavailable to an indemnified party in respect of any losses, claims, damages or liabilities (or actions in respect thereof) of the type subject to indemnification herein, then the indemnifying party shall, to the extent permitted by applicable law, in lieu of indemnifying such person, contribute to the amount paid or payable by such person as a result of such losses, claims, damages, or liabilities (or actions in respect thereof). In the case of the Issuer and the Underwriter, contribution shall be in such proportion as is appropriate to reflect the relative benefits received by the Issuer, on the one hand, and the Underwriter, on the other, from the sale of the Securities. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then the indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Issuer, on the one hand, and the Underwriter, on the other, in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or action in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Issuer on the one hand and the Underwriter on the other shall be deemed to be in the same proportion as the total net proceeds of sale of the Securities paid to the Issuer pursuant to this Agreement (before deducting expenses) bear to the underwriting discount or commission received by the Underwriter. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Issuer or the Underwriter and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Issuer and the Underwriter agree that it would not be just and equitable if contribution pursuant to this paragraph were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this paragraph. The amount paid or payable by any person as a result of the losses, claims, damages or liabilities (or

actions in respect thereof) referred to above shall be deemed to include any legal or other expenses reasonably incurred by such person in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this paragraph, however, the Underwriter shall not be required to contribute an amount in excess of the amount of the underwriting discount or commission applicable to the purchase of the Securities. No person guilty of fraudulent misrepresentation (within the meaning of Section 10(b) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

17. Termination

The Underwriter shall have the right to cancel its obligation to purchase the Securities and to terminate this Agreement by written notice to the Issuer if, between the Effective Date to and including the Closing Date, in the Underwriter's sole and reasonable judgment any of the following events shall occur (each a "Termination Event"):

(a) the market price or marketability of the Securities, or the ability of the Underwriter to enforce contracts for the sale of the Securities, shall be materially adversely affected by any of the following events:

(i) legislation shall have been enacted by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Securities; or

(ii) there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere; or

(iii) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(iv) legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect

that any obligations of the general character of the Securities, the Authorizing Resolution or the Issuer Documents, or any comparable securities of the Issuer, are not exempt from the registration, qualification or other requirements of the Securities Act or the Trust Indenture Act or otherwise, or would be in violation of any provision of the federal securities laws; or

(v) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the Issuer shall have occurred; or

(vi) any rating on either (1) securities of the Issuer which are secured by a pledge of its full faith and credit or (2) the Bond Insurer is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency (including any rating to be accorded the Securities); or

(b) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Issuer refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Securities or the ability of the Underwriter to enforce contracts for the sale of the Securities; or

(c) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(d) a material disruption in securities settlement, payment or clearance services affecting the Securities shall have occurred; or

(e) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

(f) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Securities, including the underlying obligations as contemplated by this Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Securities, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act.

Upon the occurrence of a Termination Event and the termination of this Agreement by the Underwriter, all obligations of the Issuer and the Underwriter under this Agreement shall terminate, without further liability, except that the Issuer and the Underwriter shall pay their respective expenses as set forth in Section 18.

18. Payment of Expenses

(a) The Underwriter shall be under no obligation to pay, and the Issuer shall pay from available funds or direct the Paying Agent under the Authorizing Resolution and the Issuer Documents to pay from the proceeds of the Securities (to the extent permitted under applicable law) or from other funds of the Issuer, all expenses that are incidental to the performance of the Issuer's obligations under this Agreement, including but not limited to: all expenses in connection with the printing of the Preliminary Official Statement, the Official Statement and any amendment or supplement to either; all expenses in connection with the printing, issuance and delivery of the Securities; the fees and expenses of Bond Counsel, Issuer's Counsel and Underwriter's Counsel; the fees of the Bond Insurer and the fees and expenses of its counsel, if any; the fees and expenses of the Issuer's financial advisors, accountants, any verification consultant and all other consultants; the fees and disbursements of any Paying Agent and any escrow agent, and their respective counsel; all expenses in connection with obtaining a rating or ratings for the Securities; all expenses of the Issuer in connection with the preparation, printing, execution and delivery, and any recording or filing, of the Authorizing Resolution, any Issuer Document or any other instrument; the Issuer's administrative fees; and all other expenses and costs of the Issuer incident to its obligations in connection with the authorization, issuance, sale and distribution of the Securities. Unless the Issuer and the Underwriter otherwise agree, the Issuer shall pay for all incidental costs (including, but not limited to, transportation, lodging, meals and entertainment of Issuer personnel) incurred by or on behalf of the Issuer in connection with the marketing, issuance and delivery of the Securities.

(b) The Underwriter shall pay the costs of qualifying the Securities for sale in the various states chosen by the Underwriter, all advertising expenses in connection with the public offering of the Securities and all other expenses incurred by the Underwriter in connection with the public offering and distribution of the Securities.

19. Notices

Any notice or other communication to be given to the Issuer under this Agreement may be given by certified mail or by delivering the same in writing to the Issuer at the following address:

Cullman County, Alabama
500 2nd Avenue SW
Cullman, Alabama 35055
Attention: County Administrator

and any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to the Underwriter, at the following address:

Piper Sandler & Co.
2100 Southbridge Parkway, Suite 650
Birmingham, Alabama 35209
Attention: Walter Lewis

or to such other addresses as one party shall furnish the other in writing for receipt of notice.

20. Governing Law

This Agreement shall be governed by the laws of the State of Alabama.

21. Miscellaneous

This Agreement is made solely for the benefit of the signatories hereto (including the Underwriter and its successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof. Neither the Issuer nor the Underwriter may assign this Agreement. The term "successor" shall not include any holder of any Securities merely by virtue of such holding. All representations, warranties, agreements and indemnities contained in this Agreement shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the Underwriter, and shall survive the delivery of and payment for the Securities and any termination of this Agreement. Section headings have been included in this Agreement as a matter of convenience of reference only and are not to be used in the interpretation of any provisions of this Agreement. If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, because it conflicts with any provisions of any constitution, statute, rule of public policy or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

22. Counterparts

This Agreement may be executed in one or more counterparts with the same force and effect as if all signatures appeared on a single instrument.

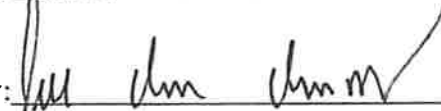
23. Signatures

Upon execution by the Issuer and the Underwriter, this Agreement shall be binding upon the Issuer and the Underwriter as of the Effective Date and Time.

ACCEPTED AND AGREED:

ISSUER:


CULLMAN COUNTY, ALABAMA

By: 

Name: Jeff "Clem" Clemons

Title: Chairman

PIPER SANDLER & CO.

By: 

Name: Walter Lewis

Title: Managing Director

Schedule I
TERMS OF THE SECURITIES

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>CUSIP</u>
Sept. 1, 2024	\$260,000	5.00%	3.60%	101.263	230160EC3
Sept. 1, 2025	225,000	5.00	3.51	102.751	230160ED1
Sept. 1, 2026	240,000	5.00	3.41	104.392	230160EE9
Sept. 1, 2027	250,000	5.00	3.33	106.098	230160EF6
Sept. 1, 2028	260,000	5.00	3.35	107.435	230160EG4
Sept. 1, 2029	275,000	5.00	3.38	108.633	230160EH2
Sept. 1, 2030	290,000	5.00	3.40	109.799	230160EJ8
Sept. 1, 2031	305,000	5.00	3.48	110.449	230160EK5
Sept. 1, 2032	320,000	5.00	3.55*	109.940	230160EL3
Sept. 1, 2033	335,000	5.00	3.60*	109.578	230160EM1
Sept. 1, 2034	350,000	5.00	3.67*	109.074	230160EN9
Sept. 1, 2035	370,000	5.00	3.78*	108.287	230160EP4
Sept. 1, 2036	390,000	5.00	3.90*	107.436	230160EQ2
Sept. 1, 2037	405,000	5.00	4.00*	106.733	230160ERO
Sept. 1, 2038	430,000	5.00	4.10*	106.036	230160ES8
Sept. 1, 2043	2,430,000	4.125	4.35	97.018	230160ET6
Sept. 1, 2048	3,000,000	4.375	4.53	97.695	230160EU3
Sept. 1, 2053	3,720,000	4.50	4.61	98.220	230160EV1

*Calculated to first call date:

Mandatory Sinking Fund Schedule:

Securities maturing on Sept. 1, 2043:

<u>Date</u> <u>(Sept.1)</u>	<u>Principal Amount</u>
2039	\$450,000
2040	465,000
2041	485,000
2042	505,000
2043(maturity)	525,000

Securities maturing on Sept. 1, 2048:

<u>Date</u> <u>(Sept.1)</u>	<u>Principal</u> <u>Amount</u>
2044	\$550,000
2045	575,000
2046	600,000
2047	625,000
2048(maturity)	650,000

Securities maturing on Sept. 1, 2053:

<u>Date</u> <u>(Sept.1)</u>	<u>Principal</u> <u>Amount</u>
2049	\$680,000
2050	710,000
2051	745,000
2052	775,000
2053(maturity)	810,000

Optional Redemption:

Those of the Securities having stated maturities after September 1, 2031, will be subject to redemption, at the option of the Issuer, as a whole or in part, and, if in part, in such maturities as the Issuer shall specify, on September 1, 2031, and on any date thereafter, at a redemption price for each Security (or portion thereof) called for redemption equal to the principal amount thereof plus accrued interest to the date fixed for redemption.

SCHEDULE II

**SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

General Rule Maturities

[All maturities other than those in 2025 and 2026 are General Rule Maturities. The sales prices for the General Rule Maturities are shown in Schedule I.]

Hold-the-Offering-Price Maturities

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>CUSIP</u>
Sept. 1, 2025	\$225,000	5.00%	3.51%	102.751	230160ED1
Sept. 1, 2026	240,000	5.00	3.41	104.392	230160EE9

EXHIBIT A

September 27, 2023

Cullman County, Alabama

Piper Sandler & Co.

CULLMAN COUNTY, ALABAMA

General Obligation Warrants, Series 2023

We have acted as bond counsel to Cullman County, Alabama (the "County") for the purpose of delivering the within opinions in connection with the issuance of the above-referenced warrants (the "Warrants") by the County on the date hereof pursuant to the Constitution of Alabama of 2022, Chapter 89A of the Code of Alabama 1975, and a resolution and order duly adopted by the governing body of the County (the "Authorizing Resolution").

The within opinions are delivered pursuant to that certain Warrant Purchase Agreement dated September __, 2023 (the "Purchase Agreement") by the County and Piper Sandler & Co., and are based upon our (a) examination of (i) the executed Warrants, a certified copy of the Authorizing Resolution, an executed counterpart of the Purchase Agreement, and certified proceedings of the County for authorization thereof, (ii) the Continuing Disclosure Agreement of even date (the "Continuing Disclosure Agreement") by the County with respect to the Warrants, (iii) the Preliminary Official Statement dated September 8, 2023 for the Warrants (the "Preliminary Official Statement") and the final Official Statement dated September __, 2023 for the Warrants (the "Official Statement"), and (iv) such other certificates, documents, proceedings and records provided to us for purposes hereof and as we have deemed necessary (collectively, the "Supporting Documents"); (b) such review of the applicable laws of the State of Alabama and of the United States of America as are in effect on the date hereof and as we have deemed necessary; (c) reliance, without independent investigation or inquiry, upon the representations of fact made by the County in the Authorizing Resolution, the Purchase Agreement and the Supporting Documents; and (d) assumption that the Purchase Agreement is enforceable against Piper Sandler & Co.

We are of the opinion, on the date hereof and subject to the within qualifications, that:

(1) The Purchase Agreement constitutes the legal, valid and binding obligation of the County and is enforceable against the County in accordance with the respective terms thereof; provided, the enforceability of the Purchase Agreement is subject to and may be limited by (i) the exercise of judicial discretion (whether in a proceeding in equity or at law), (ii) the valid exercise of the constitutional powers of the United States of America and the sovereign and police powers of the State of Alabama, and (iii) bankruptcy, insolvency, reorganization, moratoria, fraudulent conveyance and other similar laws affecting creditors' rights heretofore or hereafter enacted, to the extent constitutionally applicable; provided, further, we have not been engaged, and therefore have not undertaken, to review or determine, and consequently provide no assurance, and express no opinion, as to the enforceability of the indemnity and contribution provisions in the Purchase Agreement.

(2) The Warrants are exempt securities under Alabama and federal securities laws and therefore (i) registration of the Warrants under Alabama and federal securities laws is not required in connection with the issuance and sale of the Warrants and (ii) qualification of the Authorizing Resolution under the Trust Indenture Act of 1939, as amended, is not required in connection with the authorization and performance thereof.

(3) The County is validly constituted as a political subdivision of the State of Alabama and has full legal right, power and authority to adopt the Authorizing Resolution, to execute and deliver the Continuing Disclosure Agreement and the Official Statement, and to issue the Warrants' and apply the proceeds thereof pursuant to the Authorizing Resolution, and compliance with the provisions of each thereof will not conflict with or constitute a violation or breach of or default under any existing law or administrative rule or regulation binding upon, or in effect with respect to, the County.

(4) The County has duly authorized and approved (i) the distribution of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement, (ii) the issuance and sale of the Warrants upon the terms set forth in the Authorizing Resolution and the Official Statement and (iii) the execution and delivery of, and the performance by the County of the obligations on its part contained in, the Warrants and the Authorizing Resolution.

(5) The Authorizing Resolution, and any other resolutions of the County approving and authorizing the issuance and sale of the Warrants, the distribution of the Preliminary Official Statement and the execution and delivery of the Continuing Disclosure Agreement and the Official Statement, were duly adopted at one or more meetings of the governing body of the County that were called and held pursuant to all applicable laws and regulations, and with all public notice required by all applicable laws and regulations and at which a quorum was present and acting throughout;

(6) All authorizations, approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect, the due performance by the County of its obligations under the Authorizing Resolution, the Continuing Disclosure Agreement or the Warrants have been duly obtained, except for: (1) such approvals, consents and orders as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Warrants and (2) authorizations, approvals, consents and orders that are required to be obtained or renewed periodically, such as budgets, licenses and permits.

By acceptance hereof, you have each agreed (a) the within opinions are (i) limited to the subjects expressly stated herein and no other opinion is implied or may be inferred therefrom, (ii) given on the date hereof whereupon our engagement with respect to the subject transactions referenced herein terminated and we have no continuing obligation to advise any of you (or any successor or assign thereof) of any change in fact or law subsequent to the date hereof even if such change may affect an opinion herein, (iii) delivered to you solely in connection with the subject transactions and cannot be relied upon by you or any other person for any other purpose, and (iv) an expression of our professional judgement as to the legal issues expressly stated herein and in consequence thereof we are not a guarantor or insurer of such expression of professional judgement or of the outcome of any legal dispute that may arise with respect to any subject matter herein contained; and (b) Piper Sandler & Co., has not had any attorney-client relationship with Maynard Nexsen PC with respect to the subject transaction or any matter referenced herein.

Faithfully yours,

EXHIBIT B

September __, 2023

Piper Sandler & Co.

CULLMAN COUNTY, ALABAMA
General Obligation Warrants, Series 2023

We have acted as bond counsel to Cullman County, Alabama (the "County") in connection with the issuance of the above-referenced warrants (the "Warrants") on the date hereof.

This letter is provided with respect to:

- (1) The Preliminary Official Statement dated September 8, 2023, for the Warrants (the "Preliminary Official Statement"), and
- (2) The final Official Statement dated September __, 2023 for the Warrants (the "Official Statement").

You are hereby advised that:

- (1) The statements made under the captions entitled "THE WARRANTS"; "SOURCE OF PAYMENT AND SECURITY FOR THE WARRANTS"; "TAX MATTERS"; "OPINION AND ENGAGEMENT OF BOND COUNSEL," and Appendix C in the Preliminary Official Statement and in the Official Statement fairly summarize the information purported to be shown therein based upon information made available to us in the course of our participation as bond counsel.

(2) We have not been engaged, and therefore have not undertaken to determine independently, and therefore we do not express any opinion with respect to, or assume any responsibility for, the accuracy, completeness or fairness of any of the information provided, or statements made, in the Preliminary Official Statement or in the Official Statement, and we make no representation and provide no assurance that we have independently verified the accuracy, completeness or fairness of any of such statements. Based upon the information made available to us in the course of completion of our engagement as bond counsel, nothing has come to the attention of the attorneys in this firm rendering legal services as bond counsel to the County in connection with the issuance of the Warrants that would lead them to believe that the Preliminary Official Statement or the Official Statement, subject to the specific exclusion of certain information and statements therein pursuant to the following proviso, contains as of the date hereof any untrue statement of a material fact, or omits to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; provided, we expressly exclude from the ambit and effect of the foregoing, and expressly disclaim responsibility for, or any representation or assurance of, the accuracy, completeness or fairness of any financial, operating, statistical or technical data, financial statements, forecasts and projections, numbers, estimates, assumptions, expressions of opinion, information concerning The Depository Trust Company and the book-entry only system for the Warrants, and the information and statements in Appendix A, less and except certain descriptive information regarding specific taxes of the County under "GENERAL FUND" (not including tax revenues and assessed values of property) and certain descriptive information regarding outstanding indebtedness of the County under "COUNTY INDEBTEDNESS" (not including outstanding principal amounts, debt service payable and debt ratios), Appendix B, Appendix D, Appendix E, and Appendix G.

This letter is provided solely for the benefit of the addressee hereof and may not be relied upon by any other entity or person. We disclaim any obligation to supplement this letter to reflect any facts or circumstances that may hereafter come to our attention or changes in the law that may hereafter occur.

Very truly yours,

EXHIBIT C

September __, 2023

Piper Sandler & Co.

CULLMAN COUNTY, ALABAMA
General Obligation Warrants, Series 2023

I am general counsel to Cullman County, Alabama (the "County"), and in such capacity have examined the following with respect to the issuance of the above warrants (the "Warrants") of the County on the date hereof for the purpose of delivery of the letter attached as Exhibit C to the within Warrant Purchase Agreement:

- (a) the Preliminary Official Statement dated September 8, 2023, for the Warrants (the "Preliminary Official Statement"), and
- (b) the Resolution and Order of the County adopted on September 19, 2023 (the "Authorizing Resolution") providing for the issuance of the Warrants; and
- (c) the Warrant Purchase Agreement dated September __, 2023 (the "Warrant Purchase Agreement") by the County and Piper Sandler & Co.; and
- (d) the final Official Statement dated September __, 2023 for the Warrants (the "Official Statement").

You are hereby advised that, to the best of the knowledge of the undersigned:

(1) Compliance by the County with the provisions of the Authorizing Resolution will not conflict with or constitute a violation or breach of or default under, any court order or decree, or any agreement, contract or other instrument to which the County is a party or is otherwise subject or bound.

(2) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, agency, public board or body pending, or, to the knowledge of such counsel, threatened against the County: (i) affecting the existence of the County or the titles of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Warrants or the collection by the County of any tax proceeds payable to it or the making of any required deposits with respect to the Warrants, (iii) in any way contesting or affecting the validity or enforceability of, or the power or authority of the County to issue, adopt or to enter into (as applicable), the Warrants or the Authorizing Resolution (iv) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, (v) except as disclosed in the Official Statement, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the County or would result in any material adverse change in the ability of the County to apply its tax proceeds or other revenues to pay debt service on the Warrants, or (vi) contesting the status of the interest on the Warrants as excludable from gross income for federal income tax purposes or the status of the interest on the Warrants as exempt from any applicable state tax, in each case as described in the Official Statement.

(3) The undersigned has not been engaged, and therefore has not undertaken to determine independently, and therefore does not express any opinion with respect to, or assume any responsibility for, the accuracy, completeness or fairness of any of the information provided, or statements made, in the Preliminary Official Statement or in the Official Statement, and the undersigned makes no representation and provides no assurance of any independent verification of the accuracy, completeness or fairness of any of such statements. Based upon the information made available to the undersigned nothing has come to my attention that would lead me to believe that the information in Appendix A (less and except the information therein under the heading "GENERAL DEMOGRAPHIC AND ECONOMIC INFORMATION") in the Preliminary Official Statement and in the Official Statement contains as of the date hereof any untrue statement of a material fact, or omits to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

This letter is provided solely for the benefit of the addressee hereof and may not be relied upon by any other entity or person. We disclaim any obligation to supplement this letter to reflect any facts or circumstances that may hereafter come to our attention or changes in the law that may hereafter occur.

Very truly yours,

INVOICE

Please include the Invoice Number on all remittances.

Invoice #: CINV-038945
Invoice Date: 09/01/2023
Terms: Net 25 Penalty \$25
Due Date: 09/26/2023



Purchase Order #:
Description: Annual Maintenance & Support (10/01/2023 to 09/30/2024)
Customer #: C04788
Estimated Ship Date:

Bill To:
Cullman Area Rural
Transportation
1950 Beech Avenue
Southwest
Cullman, AL 35055
United States

Remit To:
Foxster Opco, LLC
PO Box 844789
Boston, MA 02284-4789
(844) 637-6589
accountsreceivable@cts-software.com

Line #	Description	Additional Description	Quantity	Unit Price	Period (months)	Line Amount
1	CTS-0030	TripMaster Base Fee	1	\$500.0000	12	\$6,000.00
2	CTS-0026	(5) License, plus \$20.00 for Additional	5	\$20.0000	12	\$1,200.00
3	CTS-0068	(30) Vehicle Fleet Fee, plus \$10.00 for Additional	30	\$10.0000	12	\$3,600.00
4	CTS-0004	(30) TripScheduler, plus \$5.00 for Additional	30	\$5.0000	12	\$1,800.00
5	CTS-0051	(30) Parascopes Tablet, plus \$5.00 for Additional	30	\$5.0000	12	\$1,800.00
6	CTS-0054	TripReminder	1	\$100.0000	12	\$1,200.00
Subtotal				\$15,600.00		
Sales Tax				\$0.00		
Freight				\$0.00		
Total				\$15,600.00		

Payment Status: Open

Total Paid: \$0.00
Total Due: \$15,600.00

Special Instructions

AGREEMENT BETWEEN
***Cullman County Commission
Cullman Area Rural Transportation System***
AND
Cullman County Commission on Aging
RELATIVE TO
TRANSPORTATION SERVICES

THIS AGREEMENT is made and entered into by and between Cullman County Commission Cullman Area Rural Transportation System, hereinafter referred to as **OPERATOR**; and Cullman County Commission on Aging, hereinafter referred to as **AGENCY**; in cooperation with the Alabama Department of Transportation, hereinafter referred to as **STATE**; and

WHEREAS, the **OPERATOR** is the designated public transportation operator in Cullman County(ies), and is authorized to enter into provision of service contracts based upon an approved cost allocation rate; and

WHEREAS, the **AGENCY** desires to engage the **OPERATOR** to provide transportation services to designated clients of the **AGENCY**, and the **OPERATOR** is willing and able to provide such services as specified by the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services:** The **OPERATOR** will provide specified transportation services in accordance with "Scope of Services" set forth in Attachment A, which is attached hereto and made a part of this agreement.
2. **Period of Performance:** Services provided under the terms of this contract shall commence on October 1, 2022, and continue through September 30, 2023, subject to approval from the State. The **OPERATOR** will notify the **AGENCY** in writing sixty (60) days prior to the completion date to discuss continued coordination/association.
3. **Payment of Project Expenses:** The **AGENCY** agrees to reimburse the **OPERATOR** at the approved allocated cost rate per mile and rate per hour for contracted service as specified in "Terms of Compensation" set forth in Attachment B, which is attached hereto and made a part of this agreement. Reimbursement for shared rides with non-agency clients will

be determined by percentage split based on seats occupied. Payment schedules and deadlines are included in Attachment B. The **AGENCY** and **OPERATOR** may mutually agree that the cost of services provided under the terms of this agreement will not exceed a limiting amount. This maximum amount, if applicable, is set forth in Attachment B.

4. **Available Resources:** The **OPERATOR** warrants that it has the personnel and equipment capable of performing the services called for herein, in a satisfactory and proper manner, or will secure the services of such personnel and equipment as may be required to perform such services.

5. **Incidental Transportation within the Service Area:** Transportation services that are needed by the **AGENCY** in addition to those set forth in Attachment A are not considered regular service and will be coordinated and negotiated separately on a trip by trip basis. All such service will be reimbursed at total actual cost and will be provided in accordance with the Federal Transit Administration regulations.
6. **Assurances:** In providing said services, the **OPERATOR** agrees to meet all requirements that are necessary and applicable with regard to receiving federal and/or state funds from the **STATE**.
7. **Agreement Changes:** Any changes to this agreement or its attachments shall be mutually proposed in writing by both parties with written approval by the **STATE** prior to implementation. Significant changes, as determined by the **STATE**, shall require that a supplemental agreement be executed between the parties.

8. **Coordination:** All parties entering into purchase of service contracts with Section 5311 operators are encouraged to participate in local coordination meetings to assure input into the decision making process regarding fares, routes, local match, training, vehicle types, etc. It is suggested that each contracting agency have one representative at all such meetings.
9. **Termination:** Either party to this agreement shall have the right to terminate this agreement if it is unable or unwilling to fulfill its obligations, fiscal or otherwise. Notification shall be mailed by certified mail thirty (30) days prior to the effective date of termination and shall clearly state the reasons for termination. The **OPERATOR** shall be entitled to compensation for any unreimbursed eligible expenses incurred and the **AGENCY** agrees to pay same to the **OPERATOR**. The **OPERATOR** will notify the State in writing of any termination notice mailed or received within five (5) days of said occurrence.

10. **COUNTY to Indemnify:** The **OPERATOR** shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the **OPERATOR** shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees.


For all claims not subject to Ala. Code § 11-93-2 (1975), the **OPERATOR** shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the **OPERATOR** pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the **OPERATOR**, its officers, officials, agents, servants, and employees.

The term "hold harmless" includes the obligation of the **OPERATOR** to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by those officers and officials duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its review by the State Local Transportation Engineer.

Cullman County Commission

Cullman County Commission on Aging



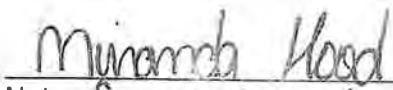
Jeff Clemons
Commission Chairman



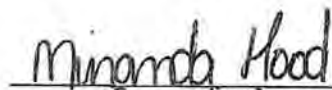
Stephanie Lawson
Director

Date: 9/19/23

Date: 9/19/23



Notary Commission expires: 6-6-2027




Notary Commission expires: 6-6-2027

Date: 9.19.23

Date: 9/19/23



REVIEWED BY:



Bradley B. Lindsey, P.E.
State Local Transportation Engineer



25 OCT '23
Date

ATTACHMENT A

Scope of Services

Outline specific routes, times, mileage, passenger assistance, etc.

1. Service requirements relative to this agreement consist of transporting clients to and from designated pickup points in Cullman County.
2. Services are to be provided Monday through Friday except Holidays throughout the period of this agreement. Clients are to be delivered to site by 10:00 a.m. and picked up from site by 1:00 p.m.
3. Incidental transportation will be scheduled and provided in accordance with Section 5 of this agreement. The charge for this transportation will be billed at the normal rate of \$2.64 a mile plus \$19.69 an hour.
4. Routes will be adjusted within **OPERATOR** limits to pick up clients in locations in case of a drop-out or other situations beyond the **AGENCY'S** control.
5. Refueling is to be done when clients are off the bus.
6. The **AGENCY** will furnish the required assistance to ride the route and from all the drop-off points.
7. The driver will keep a record of all clients riding the vehicle each day by name, mileage and run time of route.

ATTACHMENT C

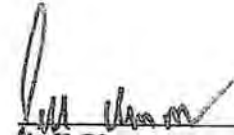
TRANSPORTATION STEERING COMMITTEE LIASON APPOINTMENT

The AGENCY hereby appoints Stephanie Lawson as liaison to the Cullman County Transportation Steering Committee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by those officers and officials duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its review by the State Local Transportation Engineer.

Cullman County Commission

Cullman County Commission on Aging




Jeff Clemons
Commission Chairman




Stephanie Lawson
Director

Date: 9/19/23

Date: 9/19/23



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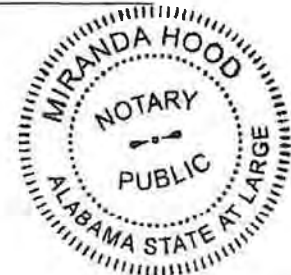
Date: 9/19/23



REVIEWED BY:



Bradley B. Lindsey, P.E.
State Local Transportation Engineer



25 OCT '23
Date

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TRANSPORTATION STEERING COMMITTEE LIASON APPOINTMENT

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GULLMAN COUNTY COMMISSION

**FISCAL YEAR 2023-2024 BUDGET
APPROVED SEPTEMBER 19, 2023**

CULLMAN COUNTY, ALABAMA

- Cullman County, Alabama, established in 1877, is in north-central Alabama. The City of Cullman is the largest city and the county seat and is approximately halfway between Birmingham and Huntsville on Interstate 65. The County is made up of 734 square miles and has a 2022 population of 90,665 people. The County Commission serves as the county's legislative body, which is a political subdivision of the State of Alabama. The Chairman and Commissioners are elected county-wide beginning in 2022 and serve four-year terms.

- The Commissioners have set some priorities including:
 - Restoring Cullman County Roads, Bridges and Infrastructure
 - Recruiting and Retaining high-quality employees
 - Maintaining County buildings and equipment to a high standard
 - Operating Enterprise Funds as efficiently as possible using proven business practices to reduce taxpayer subsidies.

Chairman: Jeff Clemmons

Commissioner District 1: Kerry Watson

Commissioner District 2: Gary Marchman

Commissioner District 3: Kelly Duke

Commissioner District 4: Corey Freeman

- The Code of Alabama 1975, Title 11, Chapter 8, Section 3, sets out that the county commission must adopt the annual budget no later than October 1st each year. In addition, this section requires that the budgeted expenditures for the year cannot exceed the budgeted revenues. Therefore, the Commission is legally required to pass a balanced budget. The following is the adopted balanced budget for the Cullman County Commission for the fiscal year of October 1, 2023, through September 30, 2024.



THE BUDGET 2023-2024

The officially adopted budget is listed here on page 3. The Commission approves the budget at the fund level. This allows for flexibility in daily operations as needs arise. The only changes that require budget amendments are those that would increase the overall expense for a fund. Each departmental budget is made up of three areas: Personnel, Operations and Capital. Administrative policy does not allow for budget transfers to or from the personnel budget. The ongoing priorities are road and infrastructure improvement, facility revitalization and personnel recruiting and retention.

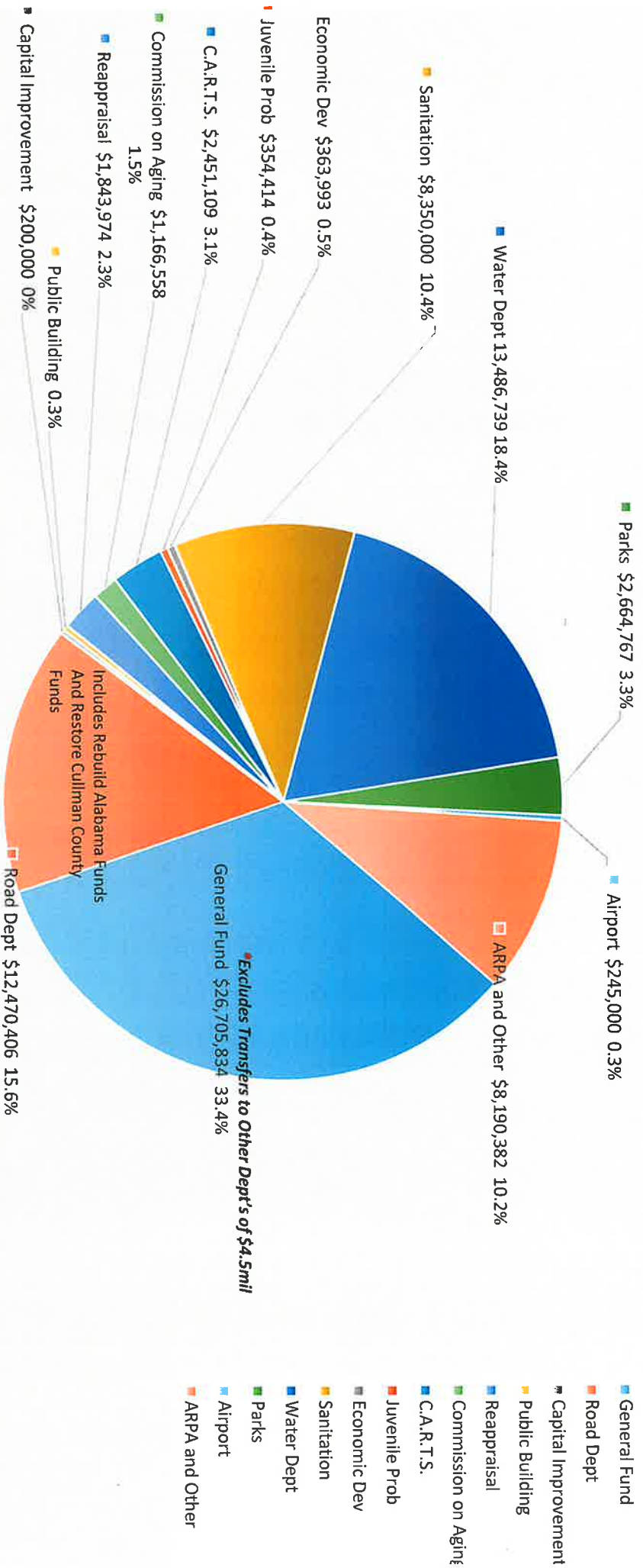


		Cullman County											
		Proposed FY 23-24 Budget					Budget						
Governmental Funds		Estimated Beg. Cash Balance	Current Yr Revenue	Transfers In	Total Revenue	Current Yr Expenses	Transfers Out	Total Expense	Estimated Ending Cash Balance	Increase (Decrease)			
Fund Number	Fund Name	Excl's CD's	Revenue	In	Revenue	Expenses	Out	Expense	Incl's CD's	Cash			
001	General	3,920,074	31,579,290	0	31,579,290	26,966,234	4,499,695	31,467,929	4,031,435	111,361			
004	93 Sales Tax- Res.	3,369,266	65,000	0	65,000	0	0	0	3,434,266	65,000			
029	Pistol Permit Revenue Loss	65,000	70,000	0	70,000	50,000	0	200,000	420,420	(200,000)			
110	Service For COA	0	32,000	0	32,000	32,000	0	32,000	0	0			
111	Gasoline Fund	0	6,904,000	4,802,406	10,706,406	10,488,240	3,000,000	10,488,240	218,166	218,166			
112	Public Building, Roads, Bric	2,147,422	3,385,000	0	3,385,000	250,000	0	3,250,000	2,262,422	115,000			
113	Public Hwy & Traffic	51,124	530,000	0	530,000	0	515,000	515,000	66,124	15,000			
116	Capital Improvement	685,000	475,000	0	475,000	200,000	236,000	436,000	724,000	39,000			
117	RRR Gasoline	0	1,245,000	413,860	1,658,860	1,658,860	0	1,658,860	148,372	0			
118	Secondary Road	148,372	413,860	0	413,860	0	413,860	413,860	148,372	0			
120	Reappraisal	0	1,843,974	0	1,843,974	20,000	0	1,843,974	101,861	(20,000)			
123	Tourism Fund	121,861	0	0	121,861	0	0	121,861	121,861	0			
124	C.O.A. Fund	101,796	65,000	1,101,558	1,166,558	1,166,558	0	1,166,558	101,796	0			
125	Juvenile Probation	19,363	44,000	310,414	354,414	354,414	0	354,414	19,363	0			
126	Program & Substaince	90,540	25,000	0	25,000	6,000	10,000	16,000	99,540	9,000			
127	Day Treatment Prog.	18,021	31,000	0	31,000	11,000	20,000	31,000	18,021	0			
128	Work Release	0	122,193	0	122,193	122,193	0	122,193	39,566	0			
129	Law Library	39,566	15,000	0	15,000	15,000	0	15,000	141,509	0			
135	Economic Development	141,509	12,500	351,493	363,993	363,993	0	363,993	30,000	0			
136	Motor Vehicle Special	30,000	3,000	0	3,000	3,000	0	3,000	30,000	0			
150	CARTS Escrow	26,195	431,620	129,608	561,228	539,525	0	539,525	47,898	21,703			
155	C.A.R. T.S.	650,168	1,178,007	850,963	2,028,970	1,803,679	129,608	1,933,287	745,851	95,683			
156	Special Probate fund	9,000	21,000	0	21,000	21,000	0	21,000	9,000	0			
166	Sheriffs General Fund	15,543	5,000	0	5,000	5,000	0	5,000	15,543	0			
201	Judicial Jail Const.	146,018	0	0	146,018	0	0	146,018	146,018	0			
220	County Rebuild Alabama	0	1,364,000	0	1,364,000	1,364,000	0	1,364,000	0	0			
221	Federal Aid Exchange	0	400,000	0	400,000	400,000	0	400,000	0	0			
298	Coronavirus Rescue Act Fur	3,093,566	0	0	3,093,566	3,000,000	0	3,000,000	93,566	(3,000,000)			
299	Coronavirus Rescue Act Fur	3,351,513	0	0	3,351,513	3,000,000	0	3,000,000	351,513	(3,000,000)			
313	L/Term Note	0	0	0	0	0	0	0	0	0			
765	District Attorney	20,000	20,000	0	20,000	15,000	0	15,000	25,000	5,000			
770	Worthless Check Fee	15,000	50,000	0	50,000	50,000	0	50,000	15,000	0			
Total Governmental Funds		18,896,347	49,310,444	7,960,302	67,270,746	53,951,670	8,824,163	62,725,833	13,441,260	(5,525,087)			
Proprietary Funds													
511	Sanitation	279,767	8,350,000	0	8,350,000	8,350,000	0	8,350,000	279,767	0			
512-516	Parits	0	1,439,500	1,270,267	2,709,767	2,709,767	0	2,709,767	0	0			
518	Equity Inv In Airport accoun	0	0	245,000	245,000	245,000	0	245,000	0	0			
520	Water	400,000	14,690,360	0	14,690,360	14,690,360	0	14,690,360	400,000	0			
Total Proprietary Funds		679,767	24,479,860	1,515,267	26,995,127	25,995,127	0	25,995,127	679,767	0			
Total Budget - FY 23-24		19,576,104	73,790,304	9,475,569	83,265,873	79,946,797	8,824,163	88,720,960	14,121,017	(5,525,087)			

		Summary			
		FY 23-24	FY 22-23	Variance	
		Budget	Budget	Incl/Decl	Major Variances Explained
General Fund-(Incl's transfers to other dept's of approx \$4.5mil)		31,467,929	28,016,324	3,451,605	Increasing Property, Sales and SSUT
Less tff's to other departments		(4,499,695)	(3,732,233)	767,462	
Road Department(Incl's RRR, Pub Hwy, Sec Rds & Severence)		10,488,240	7,635,000	2,853,240	Increase in Taxes and Transfers for Restore
Rebuild Alabama		1,364,000	1,229,858	134,142	
Federal Aid Exchange		400,000	400,000	0	
Public Building		3,250,000	2,928,000	322,000	
Capital Improvement Fund		475,000	436,000	39,000	
Reappraisal		1,843,794	1,894,424	(50,630)	
Commission On Aging		1,166,558	1,011,561	154,997	
C.A.R.T.S.		2,472,812	2,236,581	236,231	
State Juvenile Probation Dept		401,414	398,780	2,634	
Economic Development		363,993	369,891	(5,898)	
Sanitation		8,350,000	7,842,317	507,683	
Parks-Smith Lake, Sportsman Lake, Clarkston & OHV		2,709,767	2,624,047	85,720	
Water		14,690,360	13,085,253	1,605,107	Capital Projects increase
Equity Investment in Airport		245,000	245,000	0	

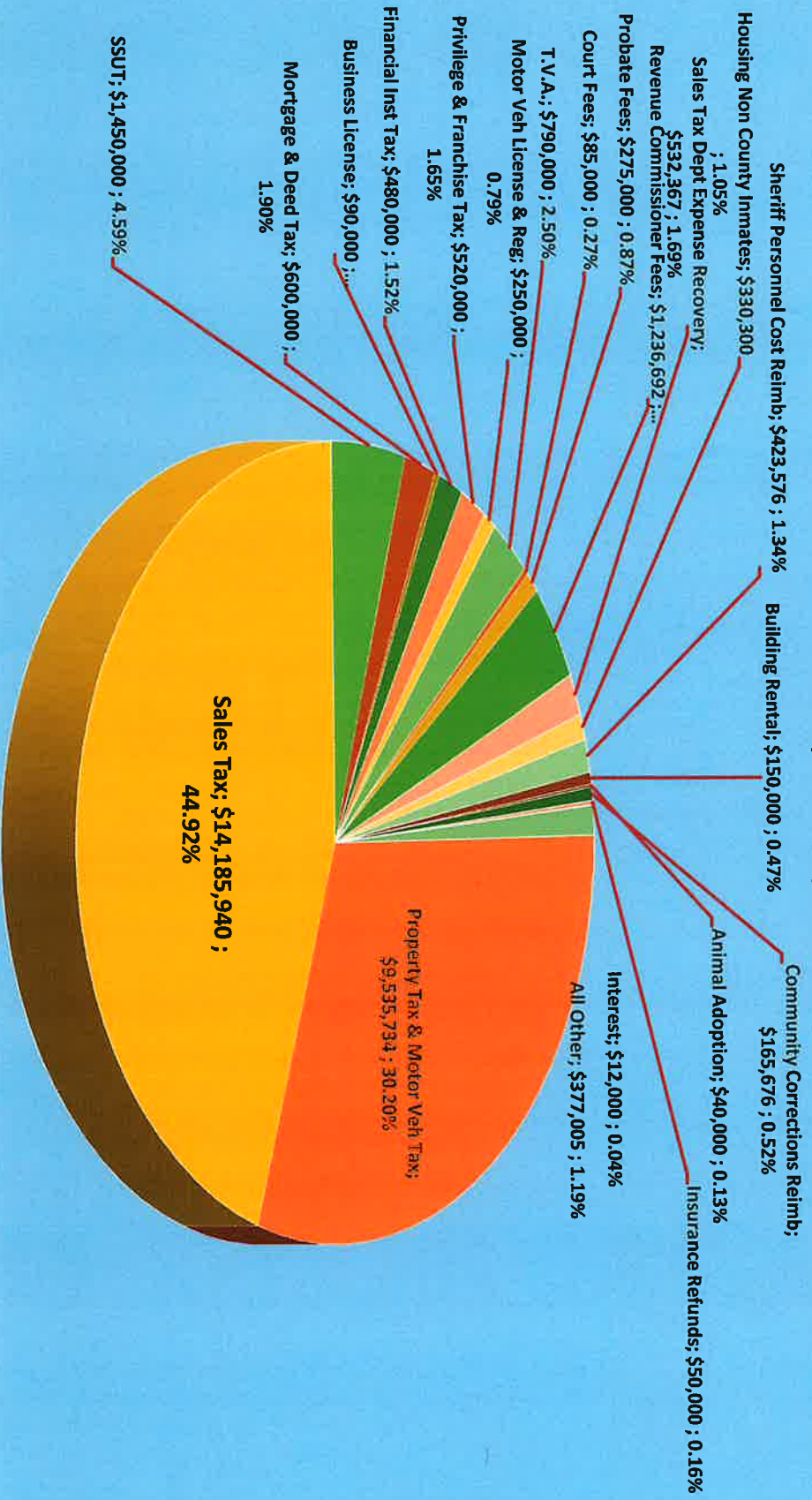
FY 2024 Budget \$79,946,797

• *Transfers Between Funds Are Excluded When Comparing the Total Budget*



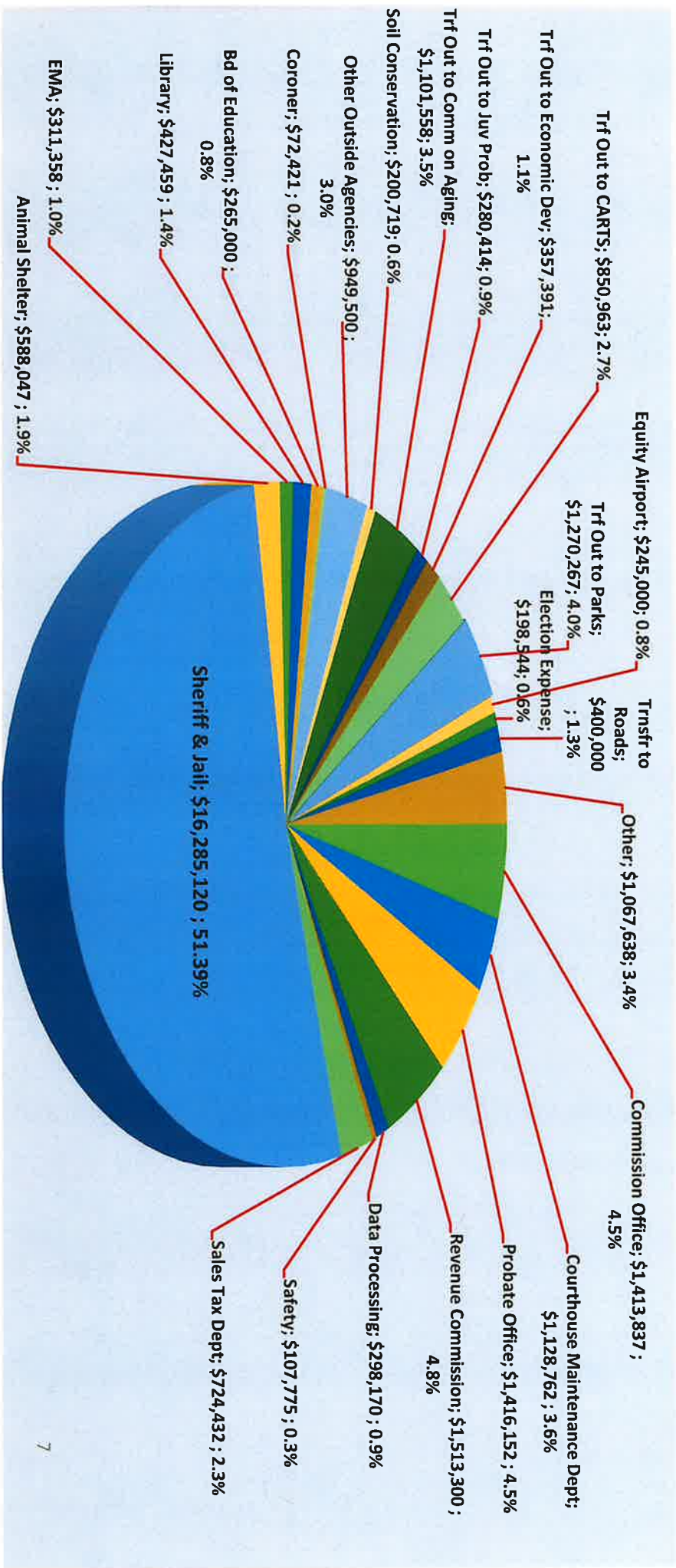
General Fund FY 2024 Budgeted Revenue

\$31,579,290

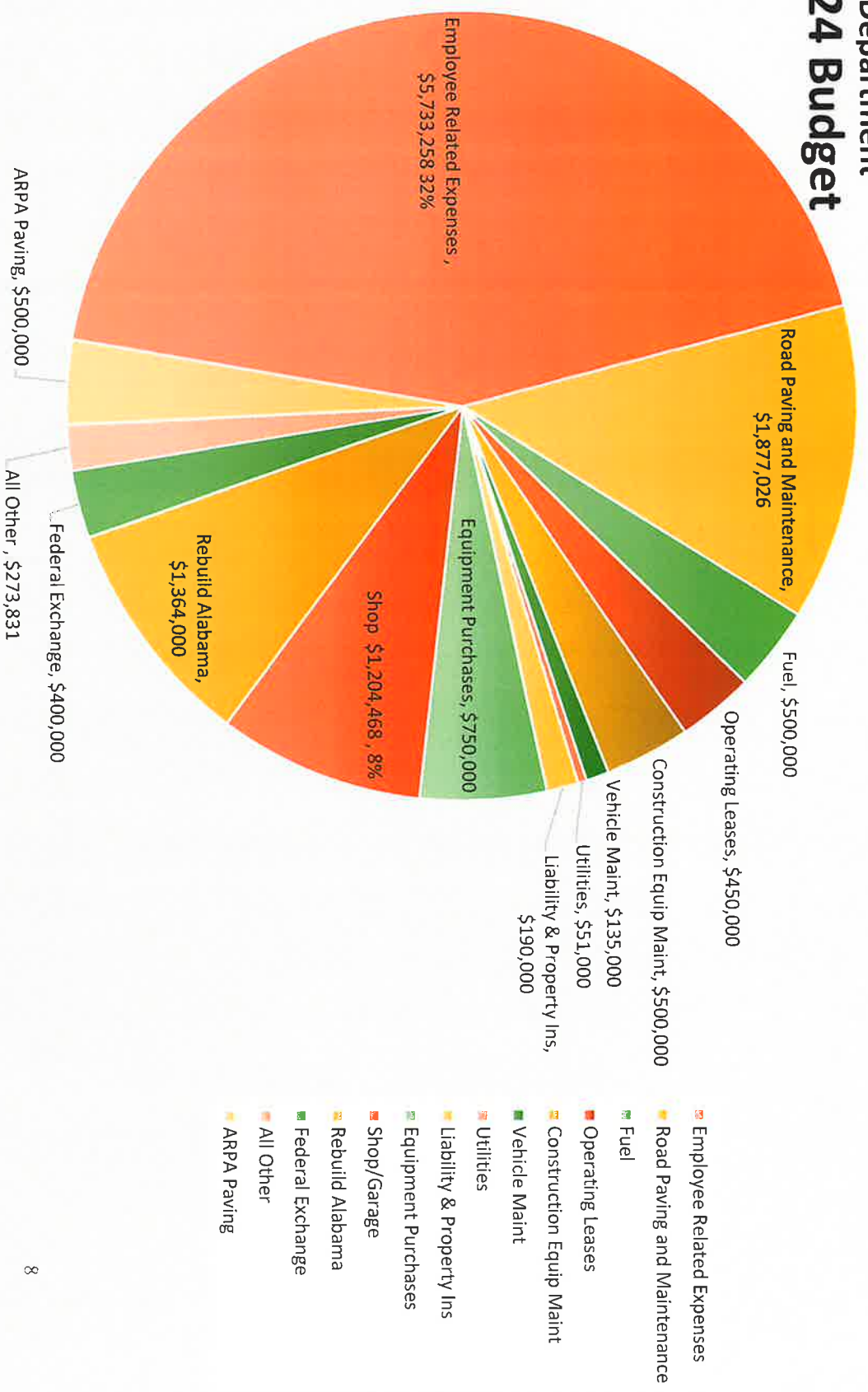


General Fund FY 2024 Budgeted Expense

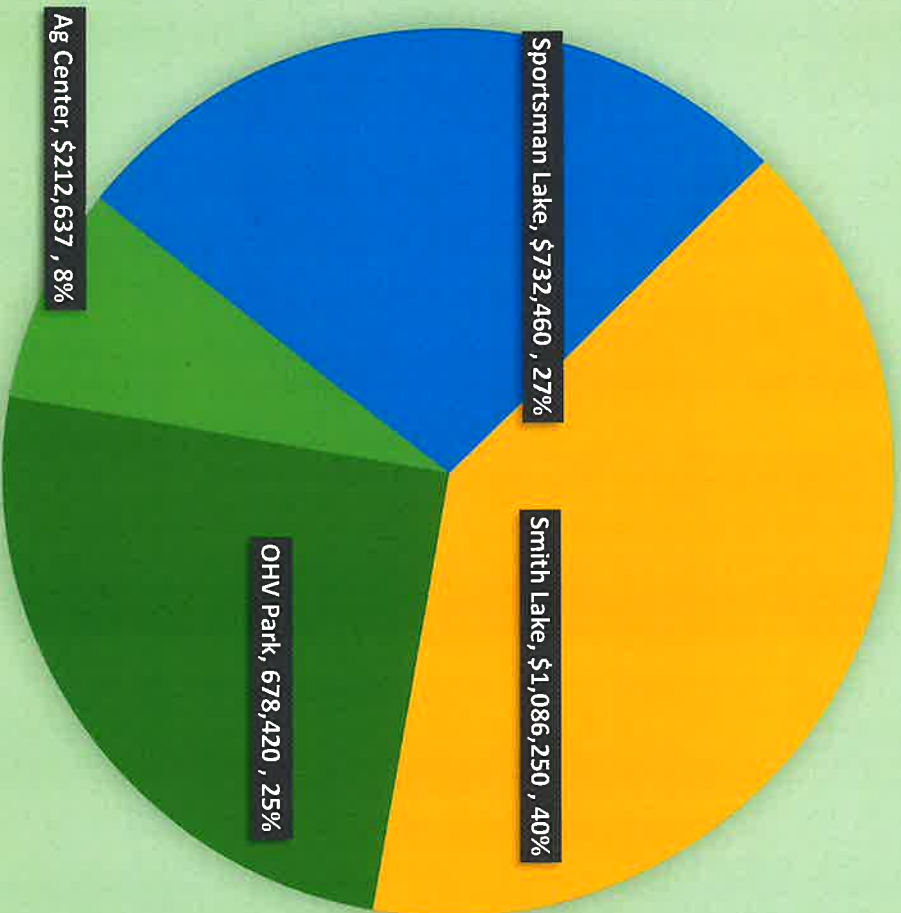
\$31,467,929



ROAD Department FY 2024 Budget



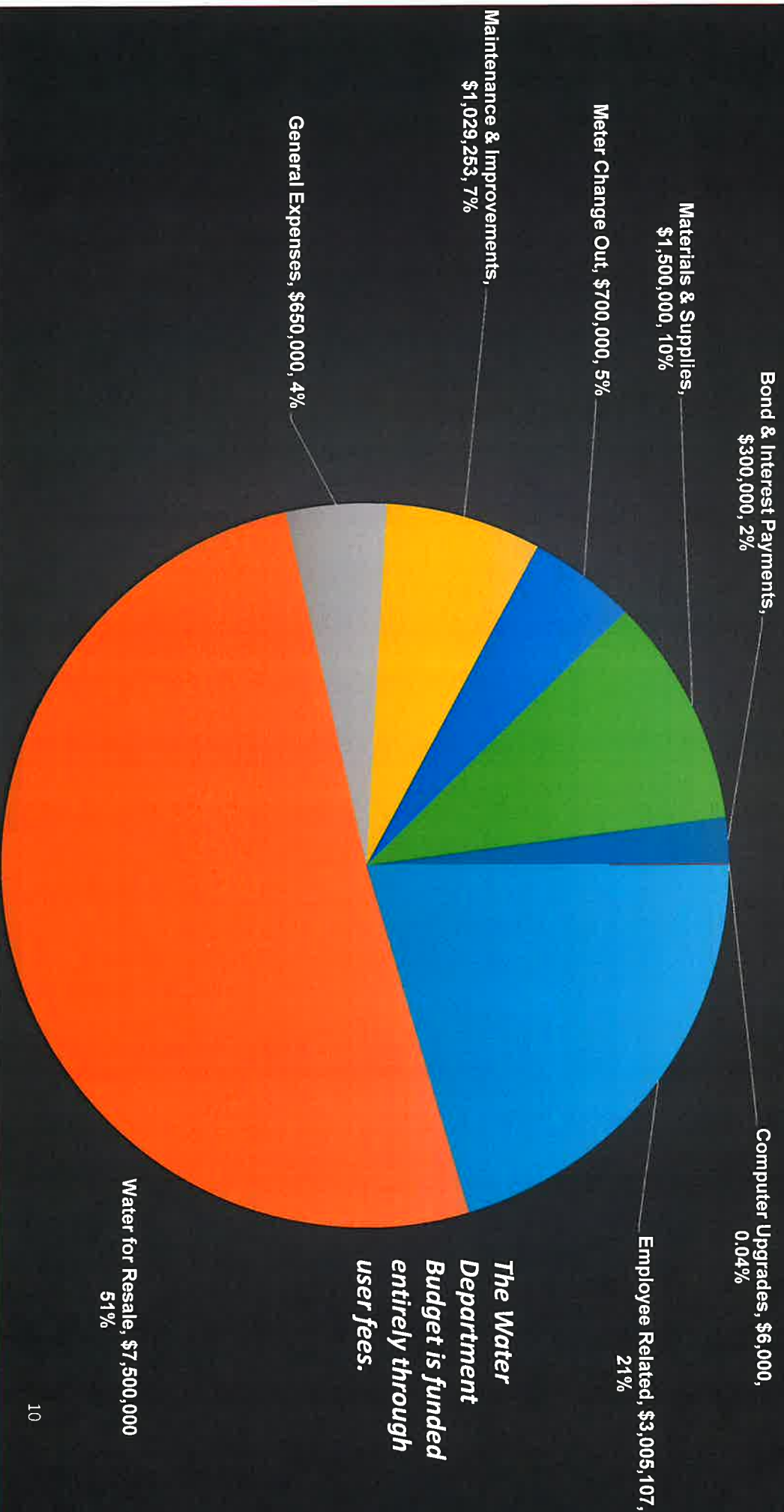
PARKS & RECREATION - FY 2024 Budget



Revenue Sources

User Fees	\$1,439,500	53.12%
Transfer From General	<u>\$1,270,267</u>	<u>46.88%</u>
Total	\$2,709,767	

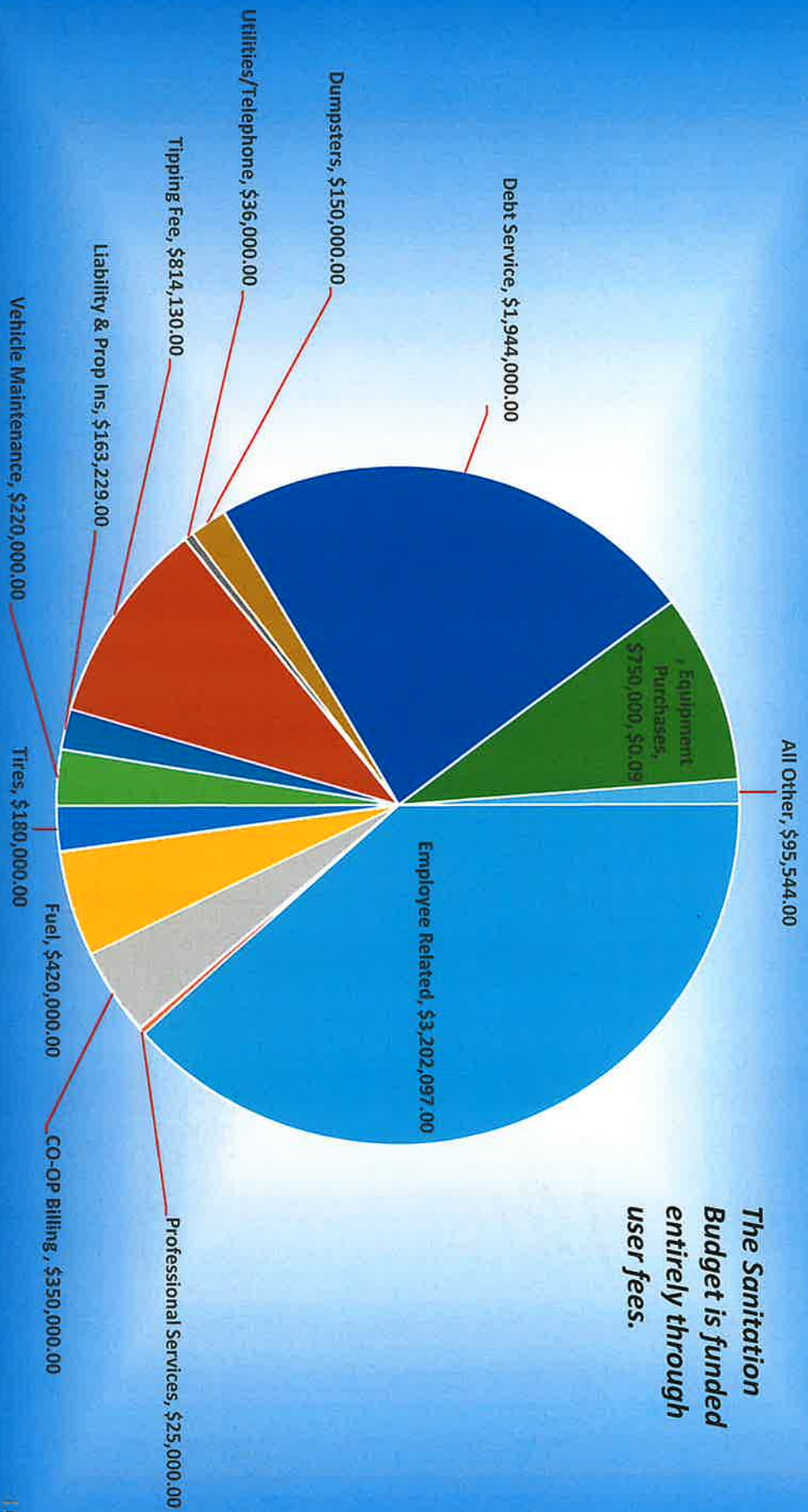
FY 2024 Water Department Budget



The Water Department Budget is funded entirely through user fees.

FY 2024 Sanitation Expense Budget

The Sanitation Budget is funded entirely through user fees.



Appropriations To Outside Agencies

Agency Requesting Funds	Amount Requested FY 24	FY 2023	FY 2022	FY 2021
Cullman Elks Veterans Committee	18,000.00	18,000.00	8,000.00	8,000.00
Cullman Festhalle Market Platz Committee Promotion	3,000.00	3,000.00	3,000.00	3,000.00
Industrial Development Board	100,000.00	100,000.00	90,000.00	60,000.00
Soil Conservation	200,719.00	197,849.00	194,000.00	211,437.00
Forestry	24,000.00	24,000.00	24,000.00	24,000.00
Airport	245,000.00	245,000.00	180,000.00	180,000.00
Vol Fire Department	109,000.00	109,000.00	109,000.00	109,000.00
Health Dept	75,000.00	72,000.00	72,000.00	72,000.00
Cullman Area Mental Health	29,000.00	29,000.00	29,000.00	29,000.00
Chamber of Commerce	5,000.00	5,000.00	5,000.00	5,000.00
Developmentally Disabled-Cullman 310 Authority	60,000.00	60,000.00	60,000.00	60,000.00
Board of Education	148,000.00	148,000.00	148,000.00	148,000.00
Extension Service	45,000.00	40,000.00	40,000.00	40,000.00
Victim Services of Cullman	1,000.00	1,000.00	1,000.00	1,000.00
Agrilex Center	7,500.00	5,000.00	2,500.00	1,000.00
Foster Grandparent(Community Action)	1,000.00	1,000.00	1,000.00	1,000.00
United Way	2,500.00	2,500.00	2,500.00	1,350.00
Good Samaritan Health Clinic	1,000.00	1,000.00	1,000.00	1,000.00
Child Advocacy Center of Cullman	1,000.00	1,000.00	1,000.00	1,000.00
Lighthouse	1,000.00	1,000.00	1,000.00	1,000.00
Friends of the Public Library	5,000.00	5,000.00	5,000.00	
Farm-City	300.00	300.00	300.00	
VFW Heroes Dinner	500.00	500.00	500.00	
VFW SGB Shot	12,000.00	12,000.00		
Total	1,094,519.00	1,081,149.00	977,800.00	956,787.00

INTERGOVERNMENTAL AGREEMENT
ESTABLISHING
THE PURCHASING ASSOCIATION OF CENTRAL ALABAMA

This Agreement made this 19th day of September, 2023 Between the County of Jefferson, Alabama, and such other public bodies located within Jefferson County and other counties of Alabama as choose to be governed by the provisions of the Purchasing Association of Central Alabama as hereinafter set forth,

WITNESSETH:

In consideration of the premises and the mutual covenants and agreements stipulated herein, and pursuant to the authority granted by the State of Alabama Interlocal Cooperation Act of 1969 and under the General Provisions of the public contracts law of the State of Alabama (Code of Alabama, § 41-16-21.1 and 41-16-50), the parties hereto do hereby agree as follows:

SECTION 1

The parties hereto do hereby create, as a voluntary association, the Purchasing Association of Central Alabama, hereinafter referred to as “the Cooperative,” for the purpose of coordinating cooperative joint purchases for the mutual economic advantage of its members. The Cooperative shall consist of a representative from each public entity participating in this Agreement. Said Cooperative shall be free to adopt such rules for organization and procedure, as it may deem suitable for the conduct of its business.

SECTION 2

The representative of each participating jurisdiction will have membership on the Advisory Board of the Cooperative, with one vote being allocated to each participant. Each participating unit of government shall determine the manner of selecting its representative; however, it is recognized that personnel with responsibilities associated with the purchasing process are more ideally suited as representatives.

SECTION 3

The parties to this Agreement will identify by way of their membership on said Advisory Board those items and classes of items for which joint purchase may be advantageous for the period commencing with the execution of this Agreement and continuing until terminated, as hereinafter provided.

SECTION 4

The specifications for items to be purchased will be prepared by the Purchasing Department of the Jefferson County Commission (hereinafter referred to as “the County”) for use by all members of the Cooperative. Where feasible, the county shall seek input from the other participants to ensure that said specifications meet the broadest range of needs. Each participating government shall identify the items to be jointly purchased and indicate therein the quantities, or range of quantity desired, the location for delivery and other requirements, to permit the preparation and filing of plans and specifications as provided by law. In all cases where appropriate, the Cooperative shall seek to use standard specifications such as those used by the State of Alabama, the National Institute of Governmental Purchasing, the American Society of Testing and Materials, and other appropriate standards not cited herein.

SECTION 5

The County shall act as the lead jurisdiction for the Cooperative and will assume the responsibility for coordinating and advertising for bids on behalf of the other members of the Cooperative participating in a particular joint purchase. As such, the County shall be designated to receive and open bids on behalf of the other participating governments at the time and in the manner provided by law.

SECTION 6

The County will receive responses to all bids. Not later than fifteen (15) days following the receipt of bids, the County will submit to all participating members a complete tabulation of all bids received and a recommendation as to the lowest responsible bidder.

If the County determines that the lowest bidder is not responsible and accordingly certifies that some other bidder has the lowest responsible bid, it will include an explanation and report on its findings along with the tabulation and recommendation.

SECTION 7

Contracts of purchase will be awarded to the lowest responsible bidder as recommended by the County in consultation with its fellow members, except as provided for herein. Each party to this Agreement shall prepare separate and individual contracts and requisitions when providing for procurement of items coordinated through and in accordance with any recommendation by the County.

SECTION 8

Each individual member may reserve the right to disregard the recommendation of the County as to the lowest responsible bid in favor of applying its existing residence privilege pursuant to the public contract law of the State of Alabama (Code of Alabama, §41-16-50). In that event, each member jurisdiction may reserve the right to utilize specifications and bids prepared through the Cooperative and to award contracts of purchase, individually and on its own behalf; provided, however, that invitations for such individual bids are not advertised, nor are awarded within sixty (60) days of the period in which the County is soliciting and awarding bids for the same products and/or services, except in cases of emergency or extreme hardship pursuant to the public contract law of the State of Alabama (Code of Alabama §41-16-53).

SECTION 9

The County will not assume any financial or contractual obligation for any commodities, materials, and/or services for which the County coordinates the bidding on behalf of the Cooperative. Each participating government assumes sole and complete responsibility for its own procurement, delivery, storage, and payment, and will not impose or accept any additional obligations on either the County or any other member of the Cooperative relating to those responsibilities, either by way of this Agreement or by stipulating to its provisions.

SECTION 10

Any dispute arising between any of the parties hereto and a successful bidder not relating to either the validity of the award or contract of purchase or contract of service, or the rejection of any bid or bids will be settled by and at the cost of that party involved in the dispute and without obligation or responsibility on the part of the County, the Cooperative, or the other member jurisdictions.

SECTION 11

In the interest of the success of the Cooperative, those parties stipulating to this Agreement will be required to remain as members of the Cooperative for a period of not less than one (1) year from the date of inception.

SECTION 12

Any jurisdiction that wishes to terminate its membership in the Cooperative may do so by indicating the same in writing to the Purchasing Manager for the Jefferson County Commission. Members will agree to exercise this option only at the end of each fiscal year of the Cooperative. Likewise, membership in the Cooperative will be terminated automatically upon legal dissolution of any participating entity. However, under no circumstances will any exiting or dissolved jurisdiction be entitled to reimbursement of fees or other funds previously expended for the establishment, operation, or maintenance of the Cooperative.

SECTION 13

To facilitate the success of the Cooperative, the County agrees to install an assistant purchasing manager who will have primary responsibility for contract design and coordination with the other member governments. The total expense of these personnel will be divided among the participating governments. The participating members reserve the right to assess themselves, in proportion to their contribution, based on a fee and formula to be determined on an annual basis.

There is hereby established an executive committee comprised of the chief executive or their designate of each participating entity. The executive committee shall promulgate rules, regulations, and/or bylaws in accordance with the laws of the State of Alabama, for the operation and maintenance of the Cooperative, including but not limited to, the determination of the above- mentioned assessment.

SECTION 14

The members of the Cooperative shall have the power, pursuant to laws of the State of Alabama (Code of Alabama §41-16-21.1 and 41-16-50), to jointly contract with consultants and other such resources as is deemed necessary to provide services authorized by law for the development and realization of the Cooperative's objectives.

SECTION 15

This Agreement will take effect upon execution by the signatories. Thereafter, additional public entities within Jefferson County and other counties of Alabama, may elect to join the Cooperative by executing this Agreement in the form prescribed by the existing members of the Cooperative, and such execution subsequent to the date herein written above will not be deemed to require re-execution of this Agreement by any party previously stipulating to its provisions.

IN WITNESS WHEREOF, the parties hereto, having obtained the full consent of their governing bodies, have caused this Agreement to be executed by their duly authorized officers on the day and year written above.

COUNTY OF Cullman, ALABAMA,
A Municipal/Public Corporation

By: [Signature]

Its: Chairman

Attest: [Signature]

COUNTY OF _____, ALABAMA,
A Municipal/Public Corporation

By: _____

Its: _____

Attest: _____



Southern Health Partners

July 26, 2023

Sheriff Matt Gentry
Cullman County Sheriff's Office
1910 Beech Avenue SE
Cullman, AL 35055

Re: Health Services Agreement

Dear Sheriff Gentry:

SHP has been a proud partner with Cullman County and the Sheriff's Office since 2019. With our contract anniversary approaching, I want to welcome you to reach out with any questions or needs. I would be happy to speak with you if there are any areas of the contract you would like to discuss.

Being on the front lines caring for patients and serving our customers' correctional health care needs, SHP has repeatedly confronted a range of financial and operational challenges since the outset of the pandemic, including substantial growth in expenses across labor, drugs and supplies, let alone higher economy-wide inflation. Labor costs have presented a dramatic and extended wave of challenges. Quality staffing is central to the care process and represents a significant portion of our operating budget. With nursing shortages being what they are nationally, we have continued to experience considerable issues with recruitment and retention of nurses, especially in perspective to correctional work.

As we strive to ensure coverage at our facilities, we have become increasingly reliant on utilizing current staff, Operational managers, travel nurses and agency staffing as resources for providing coverage until we can bring on permanent team members to fill open positions. We have increased recruitment efforts as well as added higher pay rate scales, sign-on bonuses, and other benefits to help attract applicants. These coverage and recruitment practices, of course, come at a much greater cost to SHP than originally budgeted for in our contracts, as the parties could not have foreseen such an unprecedented hike in healthcare labor costs.

Professional lines insurance and employee benefits costs have continued on an upward trend, as well as expenses for prescription drugs. A significant driver in increased medication costs has been the continued spike in drug prices, coupled with increased utilization, treating sicker patients in the correctional environment during and since the pandemic. Medical supply costs are another area which has hit hard over the past few years, in light of supply chain disruptions and infection control practices/procedures put in place to comply with governmental regulations and to assure the health and safety of patients, and facility/medical staff.

Despite persistent cost pressures, SHP has tried to price for annual contract adjustments modestly in recent years. Unfortunately, our direct and indirect costs have escalated to the point of being unsustainable without an adequate annual increase for the new contract year. We have incorporated a 4% adjustment on the base fee and per diem rate based on continuation of the program at the current level of staffing/services for the 2023-2024 period. The new rates are provided for you below.

Contract Period: October 1, 2023, through September 30, 2024	
Base annualized fee:	\$769,698.72 (\$64,141.56 per month)
Per diem greater than 345 inmates:	\$1.42
Annual pharmacy pool limit:	\$55,000.00

July 26, 2023
Page two

Again, please feel free to reach out with any questions. You can call me direct at 803-802-1492. I will ask that you keep this letter on file with your contract and return a signed copy to me for SHP's historical record at your earliest convenience, or by August 31, 2023. A scan to email will be fine (email carmen.hamilton@southernhealthpartners.com). Except as stated herein, or as may be amended or modified in writing by mutual agreement of the parties, all provisions of the contract will remain in full force and effect.

We appreciate the support and resources provided by our customers, and we will continue to look toward mutually beneficial solutions in joint partnership together so that SHP can stay strong in providing high-quality care to the patients we serve.

Sincerely,

C. Hamilton

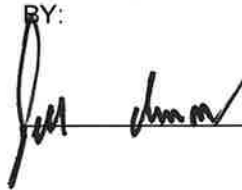
Carmen Hamilton
Contracts Manager

/cph

cc: Mr. John Bullard

CULLMAN COUNTY, AL

BY:



A handwritten signature in black ink, appearing to read "John Bullard", is written over a solid horizontal line. The signature is cursive and somewhat stylized.



LT-1618-W - Full Deck Equipment Transport
 Fold-Up Ramps
 Two Axle - Dual Wheels

[Back To Flatbed Trailers](#)

NOTE: GVWR is the unladen weight plus payload

GVWR	16,000 lbs.
Unladen Weight	3,850 lbs.
Tires	(4) 215/75R17.5-H
Brakes (Electric)	12 1/4" x 3 3/8"
Axles	(2) 8,000 lbs.
Springs	5-Leaf, Slipper Type
Bed Length	18'
Overall Length	24'
Bed Width (Inside Fenders)	79 1/2"
Overall Width	102"
Bed Height	24"
Floor (Steel on Dovetail)	Flat Wood
Fenders	1/8" Steel Diamond Plate
Tongue Jack	10,000 lbs. Spring Loaded Drop Leg
D-Rings	6
Hitch (DB-1250/Pintle Eye)	6 Position
Paint	Vermeer Yellow, Case Tan, Safety Yellow Or Black


[Click Here for Larger Image](#)
Image may show non-standard options available at additional costs

Available Options

- Shock Cyclinder
- Extra Bed Length
- Special Paint

Additional Features:

- Dual Safety Chains w/Safety Latch Hooks
- Safety Break-Away Kit w/Gel Cell Battery
- 2 Stop-Turn-Tail Lights & License Light
- Three Light Identification At Rear
- Red Clearance Lights At Rear w/Reflector Lenses
- Amber Clearance Lights At Front w/Reflector Lenses
- All Lights "LED" - Sealed Element and Grommet Mounted
- Wiring Junction Box w/Color Coded Wiring Harness
- 6-Way Electrical Plug
- Undercoating On Underside

BARON THREAT NET LICENSE AGREEMENT

CW 8-31-23

This Baron Threat Net License Agreement (the "**Agreement**") is made by and between Baron Weather, Inc., a Delaware corporation ("**Baron**"), with principal place of business at 4930 Research Drive, Huntsville, AL 35805, and **Cullman County Emergency Management Agency**, ("**Client**") with a principal place of business at **2020 Beech Avenue SE, Cullman, AL 35055** and billing address at **P.O. Box 924, Cullman, AL 35056-0924**. Each of Baron and the Client is sometimes referred to individually as a "**Party**" or collectively, the "**Parties**."

RECITALS

WHEREAS, Baron provides a web-based, weather data software product ("**Baron Threat Net**"); and

WHEREAS, Client desires Baron to license access to Baron Threat Net as further provided herein; and

NOW THEREFORE, in consideration of the covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Subscription and License.** Client hereby subscribes to the right to use Baron Threat Net by no more than One (1) Client employee at any given time ("**Seat**"). Each seat shall have a separate login and password and each seat permits Three (3) devices to login simultaneously. Subject to the terms and conditions of this Agreement, Baron hereby grants to Client a limited, non-transferable, royalty-free, non-sub licensable license to use Baron Threat Net for no more than One (1) Seat during the Term of this Agreement (the "**License**").

2. **License Fee.** During the Term, Client shall pay to Baron a discounted license fee of **\$987.00 per year for One (1) Seat for the Five (5) Years Period October 1, 2023 – September 30, 2028.**

3. **The User Seat License includes:**

- a. Full access to Baron Threat Net website with use on Three (3) concurrent devices*
- b. Custom stored preferences, map, and data views
- c. Ten (10) custom alert locations with email/text alerting
- d. One (1) Threat Net Mobile application for use on iOS and Android mobile phones*
- e. Seven (7) Rolling Days of Historical Weather for select products
- f. Custom Training on setup and use
- g. Assurance that subscription fees will not increase during the five-year term

*Baron Threat Net is supported on all commonly used web browsers connected to the internet. The Threat Net app is available for free download from the Apple and Android App stores. (Individual users will log in with their subscription credentials)

4. **Incorporation by Reference.** The Baron Threat Net terms and conditions and privacy policy (the "**Incorporated Documents**"), which are available on the Baron Threat Net website are incorporated into this agreement by reference and shall have the same force and effect as if they were fully set forth in this Agreement. In the event of any conflict between this Agreement and the Incorporated Documents, this Agreement shall control.

5. **Term and Termination.**

(a) This Agreement shall commence on **October 1, 2023** (the "**Effective Date**") and shall continue for a period of Sixty (60) months (the "**Initial Term**").

(b) The Term of this Agreement shall expire on September 30, 2028. Prior to the expiration of the term, Client may provide written notice to Baron of its desire to continue the subscription under a new Agreement to be entered into between the two parties.

(c) If either Party is in breach of this Agreement, the breaching Party shall have thirty (30) days to cure such breach following receipt of written notice from the non-breaching Party setting forth the nature of such breach. In the event the breaching Party fails to cure such breach within the thirty (30) day period, then the non-breaching Party may terminate the Agreement upon written notice to the breaching Party. The breaching Party shall further be responsible for all attorney's fees and collection costs incurred by the non-breaching Party as a result of the breach.

6. **Governing law; Jurisdiction and Venue.** This Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement and thereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Alabama, United States of America, without regard to the conflict of law's provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Alabama. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement and thereto, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the courts of the State of Alabama, County of Madison, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Alabama, County of Madison. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BARON WEATHER, INC.

By: _____

Its: _____

CULLMAN COUNTY EMERGENCY MANAGEMENT AGENCY

Signed By: _____

Printed Name: _____

Title: _____

Date: _____

PHILIP WIDNER, P.E.
County Engineer
pwidner@co.cullman.al.us



JON BRUNNER, P.E.
Assistant Engineer
jbrunner@co.cullman.al.us

Cullman County Engineering Department

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

September 12, 2023

Proposed considerations for upcoming Commission meeting on September 19th, 2023.

- Proposed release of Carcel & G Construction from the Surety bond for Kingfisher Subdivision Phase 1C in the amount of \$355,945.20. It is located in the town of Berlin at the corner of HWY 278 and County Road 1616
- Proposed acceptance of Retail Specialists Bond for Kingfisher Subdivision Phase 1C in the amount of \$127,195.20. It is located in Berlin at the corner of HWY 278 and County Road 1616
- Proposed release of R&D Properties LLC from the Surety bond for Pointe Sixteen subdivision. All Construction has been completed and passed final inspection. It is located in Crane Hill off County Road 204. This proposal was tabled at the previous meeting.

STATE OF ALABAMA
CULLMAN COUNTY, CULLMAN, ALABAMA
CULLMAN COUNTY COMMISSION

Bid No.1446

To be received, not later than: 2:00 p.m. Tuesday, September 12, 2023 for SURFACE TREATMENTS

Gentleman:

Sealed bids will be received by the Purchasing Agent at the Courthouse in Cullman, Alabama, located at 500 2nd Ave. SW, Room 105 until the above time and date, and then opened as soon thereafter as practicable for furnishing the items below, f. o. b. points shown. More than one award may be approved and work request will be made base upon vicinity, schedules, and availability.

The contractor shall be responsible for all temporary work zone signs as per the MUTCD and ALDOT requirements. Traffic control is being bid as part of this bid inquiry and shall be the responsibility of the contractor. The County reserves the right to review the contractor's traffic control plan and require work to cease if the plans is not adequately handling traffic. The contractor is responsible for traffic control and any issues that arise due to the contractor's ability to handle traffic during construction.

Contractor shall begin work within fourteen (14) days of written notice by the County Engineer, unless a time extension is given by the County Engineer. (Note: Work to be done on primed roadways shall commence within seven (7) days of written notice.) Contractor shall give Cullman County forty-eight (48) hour notice prior to work beginning. Time to complete work shall be designated by the County Engineer. Failure to complete work within designated time allotted may result in the forfeiture of the performance bond. Notice shall be given during the normal hours of operation of the Cullman County Road Department. Successful bidder shall include in their bid package their companies W-9 and complete the attached Beason-Hammon Act certificate of compliance,

The successful bidder shall provide to the County, within fourteen (14) days of the bid award, a performance bond in the amount of \$10,000. Failure to provide this bond within the specified time may result in the County determining the successful bidder failed to perform under this bid.

In addition to this initial performance bond, any time that the County issues a purchase order for work exceeding \$50,000 in value, successful bidder shall provide to the County a performance bond equal in value to the issued purchase order. The successful bidder shall provide this stated performance bond within fourteen (14) days of issuance of the purchase order by the County.

The successful bidder along with their Performance Bond provide a Payment Bond in the amount of \$50,000.00

PRICE ADJUSTMENTS will be made in accordance with the following: It is understood and agreed that the price per square yard of surface treatment is based on prices at the time of opening of bids. Prices on contracts developed from this bid will be adjusted based on the PRICE INDEX per gallon of asphalt as determined by the ALDOT Asphalt Index for the month of September 2022. Any increase or decrease in asphalt prices will be determined and adjusted by the price index for the month in which delivery and placement is made. Adjustment will be made in accordance with the current ALDOT Specifications. This adjustment shall apply to the amount of liquid used in the Surface Treatment.

The successful bidder shall also be required to meet all post construction advertising requirements under Alabama Code Title 39. Notice of completion shall be given for each proceed order by advertising four consecutive weeks in a newspaper of general circulation published within Cullman County.

Upon completion and acceptance of all work required, per Proceed Order, the contractor will be paid upon presentation of the following:

- a. A properly executed and duly certified voucher for payment.
- b. A release of all claims and claims of liens against the awarding authority arising by virtue of the contract.
- c. Proof of advertisement of project completion.

Payment will be made within 35 days after all of the above requirements are met. Partial Payment for proceed orders will be provided under this contract. Retainage shall be withheld on each Proceed Order as provided under Code of Alabama Section 39-2-12.

Signature on bid must be in ink. Bids made out in pencil will NOT be accepted. Bid must be NOTARIZED. County reserves the right to accept or reject all Bids or any portion thereof.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ALL INQUIRES CONCERNING THESE SPECIFICATIONS SHOULD BE DIRECTED TO:
CULLMAN COUNTY ENGINEER
2883 HWY 69 NORTH
CULLMAN, AL. 35058
(256)-796-1336

WARNING!!! No errors will be corrected after Bids are opened. No price shall include State or Federal Excise Taxes. Tax exempt certificates furnished upon request.

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed priced or to refrain from bidding or otherwise.

COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN
PROTECTION ACT
(ACT 2011-535. AS AMENDED BY ACT 2012-491)

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

W-9 TAX DOCUMENTS and E-VERIFY ARE REQUIRED TO BE SUBMITTED WITH THIS BID. FAILURE TO DO SO WILL RESULT IN REJECTION OF BIDDERS SUBMITTAL

IMPORTANT: Any attachment hereto is made and becomes a part of this inquiry and must be signed by Bidder.

Placement of Bituminous Surface Treatments. This bid will be valid for one year from the awarding date and will consist of the placement of various types of bituminous surface treatments at various locations in Cullman County. These treatments may include any treatment listed in the Alabama Department of Transportation Standard Specifications for Highway Construction in Section 401.

All bituminous materials and aggregate will be furnished through Cullman County's Annual Bid Program.

Cullman County will be responsible for the costs associated with the purchase and delivery of the bituminous material. The Contractor will be responsible for the coordination of delivery with the bituminous material vendor.

Cullman County will be responsible for the purchase of all aggregate through the Cullman County Annual Bid Program.

Cullman County would like to request bids for two options of aggregate handling pursuant to the placement of bituminous surface treatment.

- **Option 1** – The Contractor shall be responsible for all aggregate hauling for each project.
- **Option 2** – The Contractor shall only be responsible for hauling aggregate from the “stockpile” which will be set up in advance, by Cullman County, to the paving operation.

Materials and construction requirements shall meet the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition.

Name of Bidder: Wiregrass Construction Company, Inc. Phone: 205-620-4132
Address: 110 Office Park Drive, Suite 300 Birmingham, AL 35223 Fax: 205-620-5675
Authorized Signature:  Title: V.P.

Pricing excludes all bituminous materials and aggregates. Additionally, Wiregrass will only place surface treatments if the aggregate being used was/is purchased from a Wiregrass quarry.

Option 1 Bid Price	<u>\$2.50</u>	Option 1 Scrub Seal	<u>\$3.25</u>	(Sq. Yd.)
Option 2 Bid Price	<u>\$2.50</u>	Option 2 Scrub Seal	<u>\$3.25</u>	(Sq. Yd.)

All questions should be directed to Philip Widner, County Engineer. He may be reached at pwidner@co.cullman.al.us or 256-796-1336.

Responsibility for Damage Claims

The Contractor shall indemnify and hold harmless Cullman County, the Cullman County Commission, the officers and employees from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or through the use of unacceptable materials in construction of work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts arising or recovered under the Workman’s Compensation Act or any other law, ordinance, order, or decree.

It shall be the bidder’s responsibility to possess all proper County, State, and Federal Licenses and to act in accordance with any applicable ordinances or regulations.

Bids must be submitted on this form and delivered via mail or in person. However, Cullman County assumes no responsibility for the security of mailed bids.

CONDITIONS

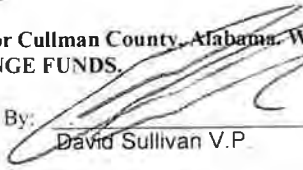
1. A minimum of 20,000 Square Yards or paving or resurfacing will be done on each mobilization of equipment to Cullman County; however, the minimum of 20,000 Square Yards may be at more than one location in Cullman County.
2. All required traffic control shall be the Contractor’s responsibility and included in the bid price. Traffic control shall be in accordance with current standards set forth or adopted by the Alabama Department of Transportation.

3. Work shall begin within 30 days after the Purchase Order (PO) has been issued.
4. If mutually agreeable, the bid may be extended for a period up to three (3) years, in one (1) year increments.
5. The contractor must maintain a minimum of \$500,000.00 of liability insurance.
6. A \$100,000.00 performance bond, covering the bid duration, shall be submitted before work begins.
7. The Cullman County Commission reserves the right to reject any and/or all bids and to waive any formalities in the bidding.
8. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
9. Contractors shall be required to submit monthly invoices. Payment will be made after verification of quantities.

SURFACE TREATMENTS

Cullman County desires bids for performing surface treatments for Cullman County, Alabama. Work may include projects funded by REBUILD ALABAMA and FEDERAL AID EXCHANGE FUNDS.

Firm: Wiregrass Construction Company, Inc.

By: 
David Sullivan V.P.

THIS BID MUST BE NOTARIZED

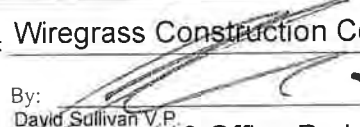
Sworn to and subscribed before me

This the 12th day of September, 2023


Notary Public



Firm: Wiregrass Construction Company, Inc.

By: 
David Sullivan V.P.
Street Address: 110 Office Park Drive, Suite 300

City: Birmingham, AL 35223

Date: 9/12/2023

Telephone No: 205-620-4132

STATE OF ALABAMA
CULLMAN COUNTY, CULLMAN, ALABAMA
CULLMAN COUNTY COMMISSION

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CULLMAN, AL. 35058
(256)-796-1336

WARNING!!! No errors will be corrected after Bids are opened. No price shall include State or Federal Excise Taxes. Tax exempt certificates furnished upon request.

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed priced or to refrain from bidding or otherwise.

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

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

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

W-9 TAX DOCUMENTS and E-VERIFY ARE REQUIRED TO BE SUBMITTED WITH THIS BID. FAILURE TO DO SO WILL RESULT IN REJECTION OF BIDDERS SUBMITTAL

IMPORTANT: Any attachment hereto is made and becomes a part of this inquiry and must be signed by Bidder.

Placement of Bituminous Surface Treatments. This bid will be valid for one year from the awarding date and will consist of the placement of various types of bituminous surface treatments at various locations in Cullman County. These treatments may include any treatment listed in the Alabama Department of Transportation Standard Specifications for Highway Construction in Section 401.

All bituminous materials and aggregate will be furnished through Cullman County's Annual Bid Program.

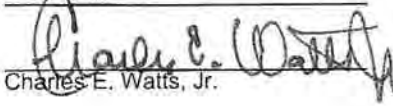
Cullman County will be responsible for the costs associated with the purchase and delivery of the bituminous material. The Contractor will be responsible for the coordination of delivery with the bituminous material vendor.

Cullman County will be responsible for the purchase of all aggregate through the Cullman County Annual Bid Program.

Cullman County would like to request bids for two options of aggregate handling pursuant to the placement of bituminous surface treatment.

- **Option 1** – The Contractor shall be responsible for all aggregate hauling for each project.
- **Option 2** – The Contractor shall only be responsible for hauling aggregate from the “stockpile” which will be set up in advance, by Cullman County, to the paving operation.

Materials and construction requirements shall meet the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition.

Name of Bidder: CHARLES E. WATTS, INC. Phone: (256) 547-2554
Address: PO BOX 1686 GADSDEN AL 35902 Fax: (256) 549-0321
Authorized Signature:  Title: President
Charles E. Watts, Jr.

Option 1 Bid Price NO BID Option 1 *Scrub Seal* \$3.98 PER (Sq. Yd.) *
Option 2 Bid Price NO BID Option 2 *Scrub Seal* \$3.52 PER (Sq. Yd.) *

All questions should be directed to Philip Widner, County Engineer. He may be reached at pwidner@co.cullman.al.us or 256-796-1336. * **Asphalt is indexed to September 2023.**

Responsibility for Damage Claims

The Contractor shall indemnify and hold harmless Cullman County, the Cullman County Commission, the officers and employees from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or through the use of unacceptable materials in construction of work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts arising or recovered under the Workman’s Compensation Act or any other law, ordinance, order, or decree.

It shall be the bidder’s responsibility to possess all proper County, State, and Federal Licenses and to act in accordance with any applicable ordinances or regulations.

Bids must be submitted on this form and delivered via mail or in person. However, Cullman County assumes no responsibility for the security of mailed bids.

CONDITIONS

1. A minimum of 20,000 Square Yards or paving or resurfacing will be done on each mobilization of equipment to Cullman County; however, the minimum of 20,000 Square Yards may be at more than one location in Cullman County.
2. All required traffic control shall be the Contractor’s responsibility and included in the bid price. Traffic control shall be in accordance with current standards set forth or adopted by the Alabama Department of Transportation.

3. Work shall begin within 30 days after the Purchase Order (PO) has been issued.
4. If mutually agreeable, the bid may be extended for a period up to three (3) years, in one (1) year increments.
5. The contractor must maintain a minimum of \$500,000.00 of liability insurance.
6. A \$100,000.00 performance bond, covering the bid duration, shall be submitted before work begins.
7. The Cullman County Commission reserves the right to reject any and/or all bids and to waive any formalities in the bidding.
8. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
9. Contractors shall be required to submit monthly invoices. Payment will be made after verification of quantities.

SURFACE TREATMENTS

Cullman County desires bids for performing surface treatments for Cullman County, Alabama. Work may include projects funded by REBUILD ALABAMA and FEDERAL AID EXCHANGE FUNDS.

Firm: CHARLES E. WATTS, INC.

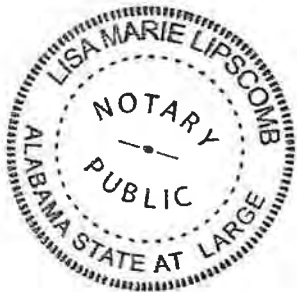
By: *Charles E. Watts, Jr.*
Charles E. Watts, Jr. - President

THIS BID MUST BE NOTARIZED

Sworn to and subscribed before me

This the 6th day of September 2023

Lisa Marie Lipscomb
Notary Public



Firm: Charles E. Watts, Inc.

By: *Charles E. Watts, Jr.*
Charles E. Watts, Jr. - President

Street Address: 501 N Albert Rains Blvd

City: Gadsden, AL 35901

Date: September 6, 2023

Telephone No: (256) 547-2554

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Tuesday, September 12, 2023 in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for cold laid plant mix for the Cullman County Road Dept. and various municipalities in Cullman County. At this time sealed bids will be publicly opened and read aloud.

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

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

The Cullman County Commission is aware wholesale costs of asphalt can fluctuate significantly during the bid period. Consequently, the price per ton for Cold Laid Plant Mix on each order will be adjusted up or down based on the Alabama Department of Transportation's "Asphalt Index" as shown in ALDOT's "2008 Standard Specifications for Highway Construction" Section 109.03(e). This index may be found on the internet at www.dot.state.us under Construction Bureau.

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

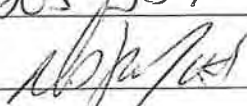
\$ 89.00 Bid Price (per ton)

JASPER AL. Plant Location

Name of Bidder: ADVANCED ASPHALT PRODUCTS

Address: 25601 Hwy 69
JASPER AL 35509

Telephone/Fax: 205-387-1762

Signature:  DESTRY MARTZ

Title: OWNER

High Performance Cold Mix Specification

DESCRIPTION

The following specifications are for a high performance cold mix to be used in repairing potholes and utility cut repairs on both asphalt and concrete pavements. The aggregate and bituminous material will be mixed by using a hot mix plant or pugmill.

MATERIALS

Aggregate

The aggregate shall be crushed stone, crushed gravel, coarse sand and/or combination thereof and shall meet the following requirements:

Sieve	% Passing (#8)	% Passing (#89)
3/8"	100	90 - 100
#4	85 - 100	20 - 55
#8	10 - 40	5 - 30
#16	0 - 10	0 - 10
#50	0 - 5	0 - 5
#200	0 - 2.5	0 - 2.5
ASTM C 88	Soundness Loss	12.0% max
ASTM C 131	Los Angeles Abrasion	40.0% max
ASTM C 127-28	Absorption	3.0% max
ASTM C 127-28	Specific Gravity	2.45 - 2.85
ASTM C 123	Soft Aggregates	3.0% max
ASTM C 117	Minus 200 Sieve Wash	2.5% max

Bituminous Material

The modified bituminous material shall meet the following requirements:

Tests on Emulsion

AASHTO T59	Viscosity, Saybolt Furol, 122°F, sec	400 min
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Tests on Residue

AASHTO T59	Residue by distillation, % by weight	80 min
AASHTO 59	Oil Distillate by volume, %	2 min
AASHTO 59	Water Distillate by volume, %	6 min

PREPARATION OF MIXTURE

The mixture shall consist of an aggregate and a bituminous material combined in a plant mixer or pugmill. The preferred mixture shall be:

Asphalt	5.0% - 6.5 %
Aggregate	95% - 93.5%

The finished mix will not exceed 180 F when produced either through a hot mix plant or pugmill.

TESTING OF MIXTURE

The high performance cold mix shall meet the following requirements:

ASTM D 2489	Coating	95% min
Visual	Stripping in distilled water	5% max

Place a suitable size test sample of finished mixed material in a glass jar or beaker and cover with distilled water, and fitted with a tight cover. The contents shall be allowed to sit for a period of 24 hours at normal laboratory temperatures and then agitated for a period of 60 seconds. Pour excess water from beaker or jar and remove sample to surface after which it will be visually examined for stripping of the bituminous material from the aggregate.

TRANSPORT OF MATERIAL

Cold Mix shall be picked up at the plant designated in the bid. It is the intent of Cullman County to choose the material supplier that offers the lowest composite advantage. This determination is intended to account for the Cold Mix and the cost of hauling the material.

Bid is effective for one year from date of the bid award. Bid may be extended up to three years in one year increments if mutually agreeable by the Cullman County Commission and the successful bidder.

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FAILURE TO COMPLY WITH ANY/ALL BID SPECIFICATIONS WILL RESULT IN LOSS OF BID CONTRACT.

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\$ 105⁰⁰ Bid Price (per ton)

Towndy, AL Plant Location

Name of Bidder: Whegrass Construction Company Inc

Address: 3848 Highway 20
Towndy, AL 35673

Telephone/Fax: (205) 918-3436

Signature: [Handwritten Signature]

Title: VP

High Performance Cold Mix Specification

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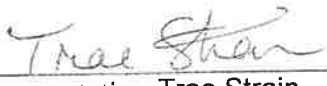
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Ergon Asphalt & Emulsions
Company

205-436-3413 / 205-436-3404
Phone/Fax

7890 Birmingham Road
Mailing Address
Mulga, AL 35118


Representative Trae Strain

Product: CHPF-1

Description: A cationic polymer modified emulsified asphalt product primarily used for fog seals.

Properties:
Boiling Point 212°F
% Volatiles None

Appearance	Brown Liquid
Flammability	Non-flammable
Density	8.4 lbs/gal
Solubility	Soluble in Water
Odor	Petroleum Odor

Specification:

Property (on concentrate)		Test Procedure (AASHTO)	Specification	
			(min)	(max)
Viscosity, Saybolt-Furol, 77°F (25°C)		T59	20	100
Sieve Test, %		T59		.01
Distillation Test	Residue by distillation, % by weight	T59	57	
Tests on Residue	Penetration, 77°F (25°C), 100g, 5 sec	T49	40	90
From Distillation	Elastic Recovery, 25°C, %	T301	40	

CHPF-1 Price per gallon \$2.24 per gallon delivered

Quoted price is tied to the September 2023 ALDOT Index and will adjust monthly with any changes.

Quoted price is based on delivery of full truck transport quantities.

Federal Environmental Fee: \$0.0015/gallon.

Demurrage: 2 hours free; \$85/hr thereafter.

Pump Charge: \$85 - if needed.

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

Product: CMS-1PC

Description: A cationic water-based asphalt emulsion product used primarily as a rejuvenating scrub seal.

Specification:

Property	Test Procedure (AASHTO)	Specification	
		(min)	(max)

Emulsion Properties			
Viscosity, Saybolt-Furol, @77°F, SPS	T59	50	350
Storage, 24 hour, %	T59		1
Oil Distillate, %	T59		0.5
Sieve Test, %	T59		0.1
Residue by Distillation @ 350°F, %	T59	60	
Residue Properties From Distillation			
Penetration @4°C, 200g weight, 60 sec	T49	30	
Residue Properties From Low Temp Evaporation			
Dynamic Shear, G*/sin δ @64°C, kPa	T315	Report Only	
Polymer Properties			
Swelling in rejuvenating agent, % max weight increase: 48 hrs	ASTM D471 Modified		40%
Tensile Strength (psi)	ASTM D412a Modified	800	
Glass Transition Temperature (Tg)-Midpoint by DSC (°C)	ASTM D7426 Modified	0	
Latex Density at 23°C (g/cm)	ASTM D6937 Modified	1.00	1.05
Latex pH	ASTM E70 Modified	6.0	8.0
Test on Rejuvenating Agent			
Flash Point, COC, °F	T48	380	
Viscosity, 140°F, CST	201	50	175
Saturate, % by wt	ASTM D2007		30
Asphaltenes	ASTM D2007		1.0
Test on Residue from RTFO			
Weight change, %			6.5
Viscosity Ratio			3

CMS-1PC

Price per gallon \$4.32 per gallon delivered

Quoted price is tied to the September 2023 ALDOT Index and will adjust monthly with any changes.

Quoted price is based on delivery of full truck transport quantities.

Federal Environmental Fee: \$0.0015/gallon.

Demurrage: 2 hours free; \$85/hr thereafter.

Pump Charge: \$85 - if needed.

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

Product: CF-1H (eFog HP) (EF-1H)

Description: A cationic, water-based asphalt emulsion product used primarily as a fog seal.

Properties:

Boiling Point 212°F

% Volatiles None Appearance Brown Liquid Flammability Non-flammable Density 8.4 lbs/gal

Solubility Dispersible in Water

Odor Petroleum Odor

Specification: Property (AASHTO)	Test Procedure (min)	Specification (max)
Viscosity, Saybolt-Furol, @ 77°F, SFS	T59	100
Particle Charge	T59	Positive
Sieve Test, %	T59	0.3

CF-1H(EF-1H) Price per gallon \$2.16 per gallon delivered

Quoted price is tied to the September 2023 ALDOT Index and will adjust monthly with any changes.

Quoted price is based on delivery of full truck transport quantities.

Federal Environmental Fee: \$0.0015/gallon.

Demurrage: 2 hours free; \$85/hr thereafter.

Pump Charge: \$85 - if needed.

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