

CONGRATULATIONS ON YOUR RETIREMENT

Ralph Laney

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 your colleagues and friends at

CULLMAN COUNTY COMMISSION

Jeff Clemons

Jeff Clemons, Chairman

Kerry Watson

Kerry Watson, Associate Commissioner – Place 1

Kelly Duke

Kelly Duke, Associate Commissioner – Place 3

Garry Marchman

Garry Marchman, Associate Commissioner – Place 2

Corey Freeman

Corey Freeman, Associate Commissioner – Place 4

January 2012 – January 2025

RESOLUTION NO. 2025-12

**A RESOLUTION TO MOVE JEFFERSON DAVIS' BIRTHDAY HOLIDAY AND TO ADD
CHRISTMAS EVE HOLIDAY**

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

WHEREAS, pursuant to Code of Alabama §11-1-8 (1975) the Cullman County Commission may by resolution close the office in the county courthouse or other county buildings on legal holidays set pursuant to Code of Alabama §11-3-8 (1975), or for special circumstances deemed necessary or appropriate; and

WHEREAS, after numerous considerations and recommendations, the Cullman County Commission has determined that it is necessary or appropriate to move the Jefferson Davis' Birthday Holiday from the first Monday in June to the last Monday in May (combining it with the Memorial Day Holiday) and to add Christmas Eve as a Holiday observed by Cullman County; and

NOW THEREFORE, BE IT RESOLVED, Jefferson Davis' Birthday Holiday is hereby moved to the last Monday in May and Christmas Eve is hereby added as a county holiday.

IT IS FURTHER RESOLVED, that the Clerk of the Cullman County Commission is further instructed to immediately post notice of this resolution at the courthouse and shall otherwise publish said resolution as the Cullman County Commission may direct.

Dated this the 23rd day of January, 2025.

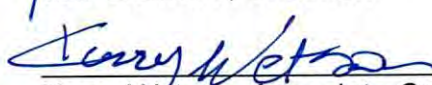
ATTEST:



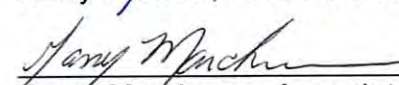
Tiffany Merriman
Clerk of County Commission



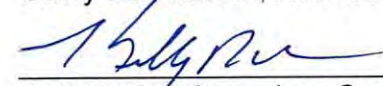
Jeff Clemons, Chaiman



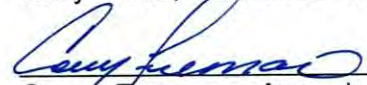
Kerry Watson, Associate Commissioner



Garry Marchman, Associate Commissioner



Kelly Duke, Associate Commissioner



Corey Freeman, Associate Commissioner

RESOLUTION NO. - 2025-13

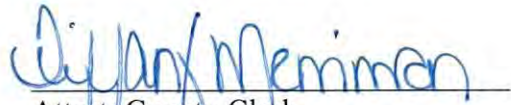
WHEREAS, the Cullman County Commission on the basis of an engineering and traffic investigation determines that the maximum speed permitted under Article 8, Title 32, Chapter 5A, Code of Alabama, 1975 for County Road 824 is more than reasonable and safe under the conditions found to exist upon said road; it is

THEREFORE RESOLVED, that the proper maximum speed for County Road 824 is set at 25 miles per hour at all times and no person shall operate a motor vehicle in excess of 25 miles per hour on County Road 824;

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.

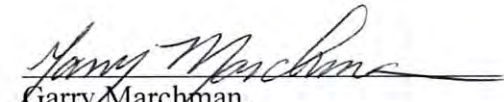
ADOPTED this the 23rd day of January 2025.

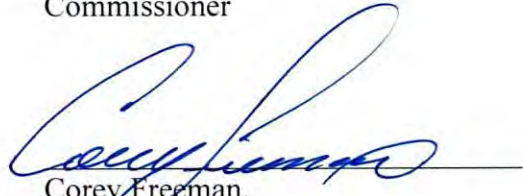

Jeff Clemons,
Chairman


Attest: County Clerk


Kerry Watson,
Commissioner


Kelly Duke,
Commissioner


Garry Marchman,
Commissioner


Corey Freeman,
Commissioner

RESOLUTION NO. - 2025-14

WHEREAS, the Cullman County Commission on the basis of an engineering and traffic investigation determines that the maximum speed permitted under Article 8, Title 32, Chapter 5A, Code of Alabama, 1975 for County Road 654 is more than reasonable and safe under the conditions found to exist upon said road; it is

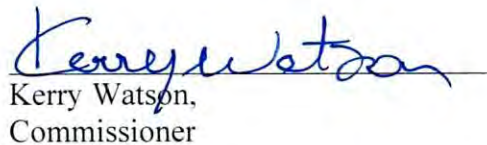
THEREFORE RESOLVED, that the proper maximum speed for County Road 654 is set at 35 miles per hour at all times and no person shall operate a motor vehicle in excess of 35 miles per hour on County Road 654;

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.

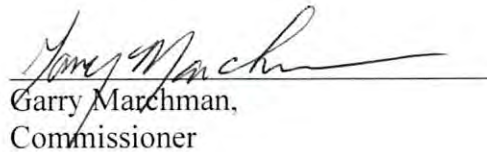
ADOPTED this the 23rd day of January 2025.


Jeff Clemons,
Chairman


Attest: County Clerk


Kerry Watson,
Commissioner


Kelly Duke,
Commissioner


Garry Marchman,
Commissioner


Corey Freeman,
Commissioner

Resolution 2025-15

SUPPORTING LEVY OF ADDITIONAL THREE DOLLARS IN LODGING TAX IN CULLMAN COUNTY

WHEREAS, the Cullman County Commission (the County) is authorized to levy taxes and fees only when granted by the Alabama Legislature: and

WHEREAS, the County is working to build an Agricultural Exhibition Center for tourism, economic development, and quality of life enhancement for all Cullman County residents; and

WHEREAS, the County has need of a dedicated revenue source to secure funding for the Agricultural Exhibition Center construction; and

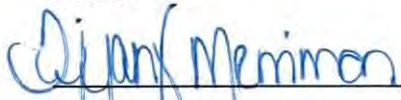
WHEREAS, the County is fully in support of local legislation authorizing the Cullman County Commission to levy a privilege or license tax on any rooms, lodging or accommodations regularly furnished to transients for a consideration in the amount of three dollars per rental unit per night as outlined in the proposed legislation.

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

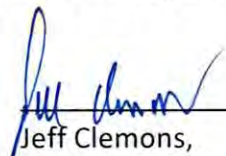
1. The Cullman County Commission requests that the Cullman County Legislative Delegation support a bill to authorize the aforementioned levy of tax, dedicated to Cullman County Parks to aide in the construction of a Cullman County Agricultural Exhibition Center and other improvements to the quality of life for all Cullman County residents.

2. **IN WITNESS WHEREOF**, the CULLMAN County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman and Commissioners on the 23rd day of January 2025.

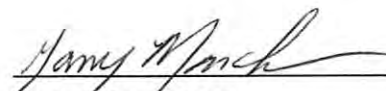
Attest:



Tiffany Merriman,
County Clerk



Jeff Clemons,
Chairman

Kerry Watson,
Commissioner

Garry Marchman,
Commissioner

A handwritten signature in blue ink, appearing to read "Kelly Duke", written over a horizontal line.

Kelly Duke,
Commissioner

A handwritten signature in blue ink, appearing to read "Corey Freeman", written over a horizontal line.

Corey Freeman,
Commissioner

RESOLUTION # 2025-16
Rebuild Alabama Act Grant (RAA)

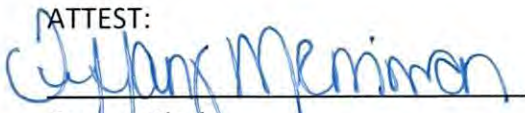
WHEREAS, the Cullman County Commission can apply for funding through the Alabama Department of Transportation (ALDOT) for the Rebuild Alabama Act (RAA) Annual Grant Program. The RAA Annual Grant Program was established by Legislative Act #2019-2. The program allocates no less than \$10 million annually to eligible projects as identified by ALDOT during a fiscal year.

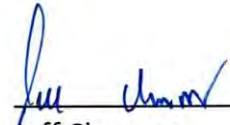
WHEREAS, the Cullman County Commission's grant application will be \$350,000.00 for the resurfacing of County Road 719 from the intersection of Alabama Highway 278 to the termination point of County Road 719 at the Goldenrod Chicken Processing Plant.

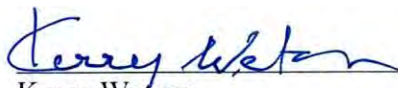
WHEREAS, the Commission Chairman is hereby authorized and directed to submit said grant on behalf of the Cullman County Commission and sign any and all documents relating to this grant application.

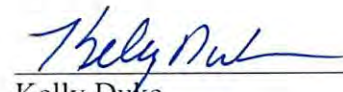
Passed, adopted, and approved the 23rd Day of January 2025.

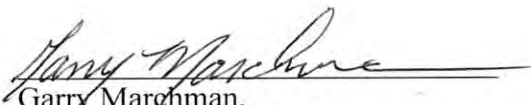
ATTEST:


County Clerk


Jeff Clemons
Chairman


Kerry Watson,
Commissioner


Kelly Duke,
Commissioner


Garry Marchman,
Commissioner


Corey Freeman,
Commissioner

Jeff Clemons
Chairman
Kerry Watson
Commissioner, District 1
Garry Marchman
Commissioner, District 2



Kelly Duke
Commissioner, District 3
Corey Freeman
Commissioner, District 4
John Bullard
County Administrator

January 23, 2025

Mr. Bradley B. Lindsey, P. E.
State Local Transportation Engineer
Local Transportation Bureau
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, Alabama 36110

Dear Mr. Lindsey:

FY-2026 SECTION 5311 (RURAL) TRANSIT PROGRAM APPLICATION

The Cullman County Commission – CARTS is hereby applying for a Section 5311 operations, administration and capital grant under 49 USC Section 5311, to assist in the operation of the **CARTS** Public Transit System for the period covering October 1, 2025, to September 30, 2026. The project application has been reviewed and approved by the **Cullman County Commission**. The requested amount of Federal assistance is as follows:

Federal Operations Assistance:	\$ <u>653,500.00</u>
Federal Administration Assistance:	\$ <u>638,240.00</u>
Federal Capital Assistance:	\$ <u>1,591,882.00</u>

Local assistance in the amount of \$ 1,251,031.00 will be used as the non-federal match. The applicant attests that all information contained within this application is true and correct and that the applicant has the legal, financial, and technical capacity to carry out the proposed project. If you have questions or need further information, please contact **Joyce Echols, Director** at **256-734-1246**.

Respectfully,

A handwritten signature in blue ink, appearing to read "Jeff Clemons", is written over the word "Respectfully,".

Jeff Clemons
Chairman
Cullman County Commission

Jeff Clemons
Chairman
Kerry Watson
Commissioner, District 1
Garry Marchman
Commissioner, District 2



Kelly Duke
Commissioner, District 3
Corey Freeman
Commissioner, District 4
John Bullard
County Administrator

January 23, 2025

Mr. Bradley B. Lindsey, P. E.
State Local Transportation Engineer
Local Transportation Bureau
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, Alabama 36110

Dear Mr. Lindsey:

Subject: FY2026 Section 5311 Local Match Commitment

The Cullman County Commission is applying for a Section 5311 operations, administration and capital grant to aid in the operation of the Cullman Area Rural Transportation System. The administration, operating, and/or capital expenses requested in this project have been reviewed and approved by the Cullman County Commission of Cullman County. We are requesting federal assistance in the amount of \$ 653,500.00 for operations, \$ 638,240.00 for administration, and \$ 1,591,882.00 for capital. Local assistance in the amount of \$ 1,251,031.00 will be used as the non-federal match.

The Cullman County Commission hereby acknowledges the local matching requirements for the referenced project and affirms assistance in the amount set forth above.

If you have any questions on this request, please contact Joyce Echols at 256-734-1246.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff Clemons", with a checkmark at the end.

Jeff Clemons
Chairman
Cullman County Commission

Jeff Clemons
Chairman
Kerry Watson
Commissioner, District 1
Garry Marchman
Commissioner, District 2



Kelly Duke
Commissioner, District 3
Corey Freeman
Commissioner, District 4
John Bullard
County Administrator

January 23, 2025

Mr. Bradley B. Lindsey, P. E.
State Local Transportation Engineer
Local Transportation Bureau
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, Alabama 36110

Dear Mr. Lindsey:

Subject: **Letter of Designation**

The **Cullman County Commission** has carefully considered the selection of an implementing agency for its Section 5311 project. We designate **Cullman Area Rural Transportation System** as our local implementing agency. The principal contact person for this project is Joyce Echols, Director.

If you have any questions on this designation, please contact **Joyce Echols, Director** at **256-734-1246**.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff Clemons", is written over the word "Sincerely,".

Jeff Clemons
Chairman
Cullman County Commission

5311 Resolution Authorizing Local Matching Funds

RESOLUTION NO. 2025-17

"SECTION 5311 RURAL AREA PUBLIC TRANSPORTATION"

WHEREAS, the Cullman County Commission recognizes the need for a public transportation program; and

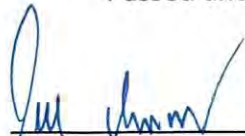
WHEREAS, the Cullman County Commission is recognized as a member of the Cullman County Transportation Steering Committee; and

WHEREAS, the Cullman County Commission recognizes that the requirements to obtain Section 5311 funds from the Alabama Department of Transportation include a local match of 20% for administration, planning, and capital expenses; and

WHEREAS, the Cullman County Commission recognizes that the local match will be a shared cost with other participating municipalities being responsible for providing an appropriate allocation of local non-federal funds to secure the operating of the Section 5311 Rural Area Public Transportation Program.

NOW, THEREFORE, BE IT RESOLVED, that the Cullman County Commission hereby commits the amount of \$ 1,251,031.00 as local non-federal match for operations, administration, planning, and capital expenditures under the Section 5311 Rural Area Public Transportation Program during Fiscal Year 2026.

Passed and adopted this the 23rd day of January, 2025.



Elected Official

ATTEST:



Clerk

Section 5311 Authorizing Resolution

Resolution No. 2025-18

Resolution authorizing the filing of an application with Department of Transportation, United States of America, and the Alabama Department of Transportation for a grant under the Federal Transit Act.

WHEREAS, the Secretary of U.S. Department of Transportation and Director of the Alabama Department of Transportation are authorized to make grants for a public transportation program;

WHEREAS, the contract for financial assistance will impose certain obligations upon the Applicant, including the provision of its local share of the project costs in the program;

WHEREAS, it is required by the U.S. Department of Transportation in accord with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under 49 USC Section 5311 the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and other pertinent directives and the U.S. Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the Applicant that disadvantaged business enterprises (minority business enterprises and woman business enterprises) be utilized to the fullest extent possible in connection with this/these project(s), and that definite procedures shall be established and administered to ensure that disadvantaged business enterprises (DBEs) shall have the maximum feasible opportunity to compete for contracts and purchase orders when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

NOW, THEREFORE, BE IT RESOLVED BY Cullman County Commission

1. That **Chairman Jeff Clemons** is authorized to execute and file (an) application(s) on behalf of Cullman Area Rural Transportation System with the Alabama Department of Transportation to aid in the financing of administration, planning, capital and/or operating assistance projects pursuant to 49 USC Section 5311, the Alabama Public Transportation Grant Program, and the Alabama Elderly and Disabled Transit Fare Assistance Program.
2. That **Chairman Jeff Clemons** is authorized to execute and file with such applications an assurance, or any other document required by the U.S. Department of Transportation and the Alabama Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.
3. That **Chairman Jeff Clemons** is authorized to furnish such additional information as the U.S. Department of Transportation and the Alabama Department of Transportation may require in connection with the application for the Program of Projects submitted to FTA.
4. That **Chairman Jeff Clemons** is authorized to set forth and execute affirmative

disadvantaged business enterprise policies in connection with any procurements made as part of the project.

5. That **Chairman Jeff Clemons** is authorized to execute grant agreements on behalf of **Cullman Area Rural Transportation System** with the Alabama Department of Transportation for aid in the financing of the administration, planning, capital, and/or operating assistance projects.

CERTIFICATION

The undersigned duly qualified and acting **Chairman Jeff Clemons** of the **Cullman Area Rural Transportation System** certifies that the foregoing is a true and correct copy of a resolution, adopted at a legally convened meeting of the **Cullman County Commission** held on **January 23, 2025**.

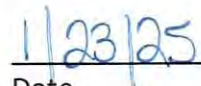
If applicant has an official seal, impress here.



Signature of Recording Officer



Title of Recording Officer



Date

5311 Local Match Certification

We, the undersigned representing, Cullman County Commission do hereby certify to the Alabama Department of Transportation that the required local funds for the Cullman Area Rural Transportation System are available from the following source(s):

General Fund: \$ 1,202,031.00

Contracts: \$ 29,000.00

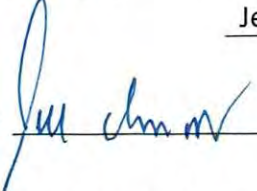
Advertising/Other: \$ 20,000.00

Total: \$ 1,251,031.00

These funds will be available as of October 1, 2025.

Name of
Applicant: Cullman County Commission

Name of Authorized
Official: Jeff Clemons, Chairman Date: January 23, 2025

Signature: 

Title: Cullman County Commission Chairman

RESOLUTION 2025-19

This Resolution is made this **23rd** day of **January, 2025** (the Effective Date)
by **Cullman County Commission, Alabama** (the Granting Authority), to grant a tax abatement
for **HH Technologies Inc.** (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 **\$2,000,000.00** ;
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

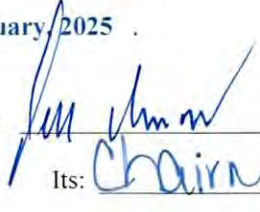
as the same may apply to the fullest extent permitted by the Act. The period of abatement for the noneducational ad valorem taxes (if applicable) shall extend for a period of **10** years measured as provided in Section 40-9B-3(h) of the Act.

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 **23rd** day of **January**, **2025**.

BY:  L. S.

Its: Chairman

ATTEST:



HH Technologies
Abatement & Educational Tax Revenue Estimate
January 23, 2025

	Investment
Land&Building	\$2,300,000
Equipment & Machinery	\$900,000
Total Project	\$3,200,000
Sales Tax on Construction Materials	
Total Plant Building Cost	\$2,300,000
Estimated Ratio of Cost of Materials	0.5
Cost of Materials	\$1,150,000
Education Sales Tax Rate = 2.1%	0.021
Total Construction Sales Education Tax Revenues	\$24,150
Percentage of Sales Tax Abated = 6.9%	0.069
Total Abated Sales Tax	\$79,350
Use Tax On Equipment	
Total Equipment	\$900,000
Education Use Tax Rate = 1.3672%	0.013672
Total Sales Education Tax Revenues, Equipment	\$12,305
Percentage of Use Tax Abated = 2.6328%	0.026328
Total Abated Use Tax	\$23,695
Ad Valorem Education Tax Revenues	
Value of Project	\$3,200,000
Current Ratio of Assessed to Market Value	0.2
Tax Rate On Proposed Site	\$640,000
Education 'Millage Rate for the City of Cullman = 13 unabateable	0.013
Annual Ad Valorem Education Tax Revenues	\$8,320
Ten Year Period	10
Total Ad Valorem Education Tax Revenues	\$83,200
Abated Millage Rate = 13 Mills Abated	0.013
Annual Abated Ad Valorem Taxes	\$8,320
Total Ad Valorem Abated Tax Revenues	\$83,200
Totals	
Sales/Use Tax, Construction Materials	\$24,150
Sales/Use Tax, Equipment	\$12,305
Ad Valorem Taxes	\$83,200
Total Education Tax Revenues Over 10 Years	\$119,655
Total Abated Sales Tax	\$79,350
Total Abated Use Tax	\$23,695
Total Ad Valorem Abated Tax Revenues	\$83,200
Total Taxes Abated over 10 Year Period	\$186,245
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.	

RESOLUTION 2025-20
SUPPORTING THE ATTORNEY FOR CULLMAN
COUNTY REQUESTING AN OPINION FROM THE ATTORNEY GENERAL

WHEREAS, the Cullman County Commission (the County) is authorized to seek an opinion from the Attorney General for the State of Alabama only after a resolution is entered: and

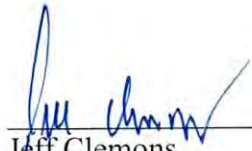
WHEREAS, the County is desirous of an opinion from the Attorney General for the State of Alabama regarding the rights conferred to the Cullman County Animal Control with the adoption of Title 3 of the Code of Alabama; and

WHEREAS, the County is in support of the attorney for Cullman County requesting an opinion to said rights;

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

1. The Cullman County Commission requests that the attorney for Cullman County request an Attorney General's Opinion regarding the above referenced rights.

2. **IN WITNESS WHEREOF**, the CULLMAN County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman and Commissioners on the 23rd day of January 2025.



Jeff Clemons,
Chairman



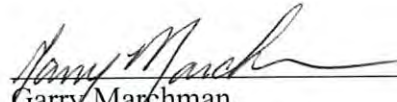
Attest: County Clerk



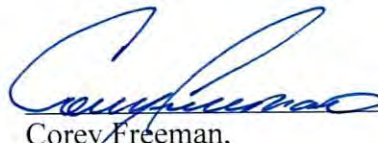
Kerry Watson,
Commissioner



Kelly Duke,
Commissioner



Garry Marchman,
Commissioner



Corey Freeman,
Commissioner

RESOLUTION 2025-21
SUPPORTING ANIMAL CONTROL OBTAINING
AN ORIGINATING AGENCY IDENTIFIER NUMBER

WHEREAS, the Cullman County Commission (the "County") is authorized to create an animal control office to enforce laws regarding animals in Cullman County; and

WHEREAS, the County created Cullman County Animal Control to enforce the laws regarding animals in Cullman County; and

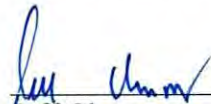
WHEREAS, the Cullman County Animal Control is in need of a dedicated Originating Agency Identifier ("ORI") Number in order to more efficiently execute the responsibilities duties conferred to Cullman County Animal Control; and

WHEREAS, the County is fully in support of Cullman County Animal Control obtaining an ORI Number so they may quickly, safely, and more efficiently enforce any law regarding animals in Cullman County, for the betterment of it citizenry.

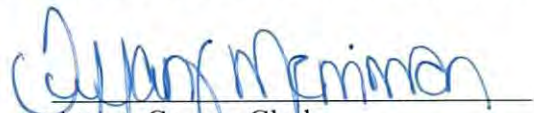
NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION as follows:

1. The Cullman County Commission requests that the Cullman County Animal Control take any and all steps necessary to obtain an ORI Number to better enforce the animal laws of Cullman County.

2. **IN WITNESS WHEREOF**, the CULLMAN County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman and Commissioners on the 23rd day of January, 2025.



Jeff Clemons,
Chairman



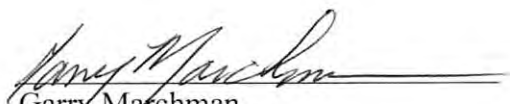
Attest: County Clerk



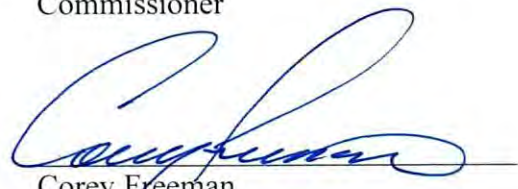
Kerry Watson,
Commissioner



Kelly Duke,
Commissioner



Garry Marchman,
Commissioner



Corey Freeman,
Commissioner

**TRANE®**

Trane U.S. Inc.
2313 S 20th Street
La Crosse, WI 54601
United States

Page 1 of 1

Invoice

For questions please contact:

Huntsville TCS SO, AL
Tel: 256-850-7600
Fax: 256-850-7601

Remit Payment To

Trane U.S. Inc.
P. O. Box 406469
ATLANTA, GA 30384-6469

Bill To

CULLMAN COUNTY COMMISSION
500 2ND AVE SW RM 105
CULLMAN, AL 35055
UNITED STATES

Sold To

CULLMAN COUNTY COMMISSION
500 2ND AVE SW RM 105
CULLMAN, AL 35055
UNITED STATES

Ship To

CULLMAN COUNTY DETENTION CENTE
1900 BEECH AVE SE
CULLMAN, AL 35055

Invoice Number **314875737**Invoice Date **26-SEP-2024**Customer No. **118860**

Reference No.

Internal Account **2010427**Payment Terms **NET 30**Payment Due Date **26-Oct-2024**

Discount Date

Customer Tax ID

Inco Terms	
Supply Location	Huntsville TCS SO, AL
Shipping Method	
Tracking No.	
Freight Terms	
Bill of Lading	

<https://www.tranetechnologies.com/customer>

CERTifyTax - for submittal of tax exemption certificates.

iReceivables - access invoice copies, account balances & make payments.

Tax/GST ID: 25-0900465 State Tax: 0.00 0.0000% County Tax: 0.00 0.0000% City Tax: 0.00 0.0000% District Tax: 0.00 0.0000%
PST/QST ID: AL CULLMAN CULLMAN

Currency	Subtotal	Special Charges	Tax	Freight	Total
USD	13480.00	0.00	0.00	0.00	13480.00

Special Instructions Thank you for doing business with Trane. Questions? Contact: Shana Proffitt (470) 388-9572; shana.proffitt@tranetechnologies.com
QUOTE# 237239 OA284085-14-1 REPLACED BLOWER MOTOR QUOTE COMPLETE

Contract/Call No.	Order Date	Ship Date	Purchase Order
2411071186		26-SEP-2024	243499

Date	Description	Quantity	UOM	Unit Price	Extended Price
	Quoted Billing Summary	1		13,480.000	13,480.00

rcvd one invoice for
this P.O. in amount
of 1K+/- . She didnt
know about this invoice
until now. Said she
tried to get all closed
out @ end of FY.

OK to
pay
per Susan

TRANE
TECHNOLOGIES

produce and conduct an Event in designated areas on the Premises within Cullman County on the terms and conditions memorialized in this Agreement; and

WHEREAS, Loomis_ Brothers does hereby certify that Loomis Brothers currently maintains any and all license \$, permits, or qualifications for such events and qualified to perform such events.

NOW, THEREFORE, in exchange for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I - Authorizations

The County hereby authorizes Loomis Brothers to conduct an Event for 2025 at the times and in accordance with the terms and conditions of this Agreement (the "Authorization") to be located on the Premises in areas designated by County. The Authorizations are effective upon the approval of this Agreement by the Cullman County Commission, but is subject to revocation, effective upon a termination of this Agreement.

1.1 Profit Distribution. The Parties agree that each other shall receive certain distributed cash generated by the Even and related rights in accordance with the terms set forth herein as follows:

1.1.1 County. The County shall receive a flat fee of Three Thousand Three Hundred and Noll 00 Dollars (\$3,50Q.00) in exchange for the rental of the Premises. The County shall provide Loomis Brothers access to the Premises from 12:00 a.m. on January 31, 2025, until 12:00 a.m. on February 2, 2025. Loomis Brothers shall retain all rights to all box office revenue generated during the Event.

ARTICLE II - Contract Term

The effective date of this Agreement is the date when it is approved by the Cullman County Commission, and it shall expire following the Event at 12:00 a.m. on February 2 2025 (the "Term"). unless otherwise terminated pursuant to Article VIII of this Agreement.

ARTICLE III - Parties' Rights and Obligations

3.1 County's Obligations. The County shall provide Loomis Brothers with adequate space at the Premises to park all of their vehicles. Additionally, the County shall provide Loomis Brothers with water hookup for the Event. The County shall allow Loomis Brothers to set up one hundred fifty (150) chairs for ringside VIP's, with the chairs to be provided by the County.

3.2 Loomis Brothers' Obligations. Loomis Brothers will at its sole expense (i) conduct the Event on the date set forth herein or otherwise agreed upon in writing, to the highest and best standards of a Circus or Family show, and any applicable law; (ii) secure such licenses or other arrangements as necessary for the conduct of the Event, (iii) secure such resources (both equity and debt) and personnel, as are necessary to comply with its obligations under this Agreement, (iv) adequately advertise and promote the Event. By way of example (but not limited to), Loomis Brothers will solely and exclusively be responsible for (a) the cost of acquiring, transporting, installing, maintaining, removing and storing all event-related materials belonging to Loomis Brothers, (b) all other costs not specifically the obligation of the County hereunder of or relating to creating the Premises, conducting the Event and complying with the Event.

3.2.1 Event Work Product. The Parties acknowledge and agree, unless specifically stated otherwise, that any and all products of the work performed by Loomis Brothers and developed for the Event under this Agreement, including without limitation, trademarks, logos, trade names, copyrightable materials (including drawings, artwork, videos, photographs, blue prints, maps, and website content), inventions, and other intellectual property and propriety rights of any kind, nature or description, may be used by County for the promotion, advertising, or betterment of County or the Event. Loomis Brothers hereby assigns, transfers, and conveys to the County all of Loomis Brothers now existing and hereafter arising right, title, and interest in, to and under all Event Work Product thereby granting to County a paid-up, royalty-free, world-wide license and right to use the Event Work Product for the promotion, advertising, or betterment of

County or the Event.

3.3 Promotional Activities.

3.2.1 Advertising and Public Relations.

(a) Loomis Brothers at its sole expense shall work with County to advertise and promote Cullman County, as well as the Event.

(b) Loomis Brothers shall consult with the County about locations in Cullman County where Loomis Brothers intends to advertise and shall be subject to applicable laws and any existing process per m its, fees and approval requirements for the installations of any advertisements.

(c) County may at its sole expense provide additional advertisement to promote Cullman County as well as the Event.

3.4 Construction and Tear Down of Event Improvements. Loomis Brothers agrees that they are responsible for any and all equipment that Loomis Brothers, their group, representatives and/or exhibitors brings to the site, of the Event. Loomis Brothers are responsible for the set-up and tear down of all equipment and for property damage and/or personal injury which may arise as a result of faulty, improperly placed equipment and or negligence on the part of Loomis Brothers, and shall hold County, its elected and appointed officials or representatives, employees and agents harmless from any such claims. Any and all alterations and improvements, which are affixed or become affixed to the Premises shall become the property of the County and shall not be removed by Loomis Brothers.

ARTICLE IV - Event

Except as otherwise provided herein, commencing in 2025, or as otherwise mutually agreed, the Events period for the Circus or Family Show Event is hereby mutually agreed upon and shall be conducted on Friday, January 31, 2025; Saturday, February 1, 2025; Sunday, February 2, 2025.

ARTICLE V - Representations and Warranties

5.1 By Loomis Brothers. Loomis Brothers hereby represents and warrants that:

5.1.1 Loomis Brothers is an incorporated company duly organized under the law and existing in good standing.

5.1.2 Loomis Brothers has the legal authority to perform all of the acts assigned to it by and under this Agreement and all other documents contemplated hereby, and the person executing this Agreement on behalf of Loomis Brothers is duly authorized to do so and to full and firmly bind Loomis Brothers to the terms and provisions of this Agreement and all such other documents. The execution and delivery of this Agreement by Loomis Brothers will not violate any provisions of applicable law, or any judgment, decree, order or agreement to which Loomis Brothers is a party or by which Loomis Brothers is bound.

5.1.3 There are no pending or to the best of Loomis Brothers' knowledge any threatened actions or proceedings before any court or administrative agency to which Loomis Brothers is a party that questions the validity of this Agreement or any document contemplated hereunder, or that appear likely, in any case or in the aggregate, to materially affect Loomis Brothers' performance of its obligations under this Agreement.

5.1.4 Any financial, insurance, or other material required were true and complete as of the date of each, and there have been no material adverse changes in same.

5.1.5 Loomis Brothers agree that this Circus or Family show shall be conducted in a manner that the tigers shall remain inside of an enclosure the entire time that they are present on the Premises, more specifically, certain property located at 17465 US Hwy 31, Cullman, Alabama 35058 in County of Cullman, State of Alabama, known as the Cullman County Agricultural Trade

Center. The enclosure shall contain the animal on the bottom, all four sides, as well as on the top, in an effort to promote spectator safety.

5.2 By County. The County hereby represents and warrants that:

5.2.1 The County is the lawful governing body for Cullman County, Alabama, a political subdivision of the State of Alabama, for and on behalf of Cullman County, Alabama.

5.2.2 There are no pending or to the best of the County's knowledge any threatened actions or proceedings before any court or administrative agency to which the County is a party that questions the validity of this Agreement, or any document contemplated hereunder, or that appear likely, in any case or in the aggregate, to materially affect the County's performance of its obligations under this Agreement.

ARTICLE VI - Indemnification

6.1 Loomis Brothers shall indemnify the County, its elected and appointed officials, employees or authorized agents, or their insurers, and hold harmless from and against any and all claims, demands, actions, suits or proceedings at equity or law asserted by third parties for damages, losses, liabilities, liens, or costs of any kind or type (including without limitation reasonable attorneys' fees as and when incurred) (hereafter collectively "Claims"), that arise from (i) a material breach by Loomis Brothers or any of its officers, employees, volunteers, or authorized agents of any covenant, obligations, representation or warranty set forth in this Agreement or; (ii) any claims for the negligence, wantonness or willful misconduct by Loomis Brothers or any of its officers, employees, volunteers, authorized agents, licensees, contractors, subcontractors, or concessionaires, in connection with the Event, Construction or Tear Down; (iii) any defective or dangerous condition or any occurrence within the area perimeter, whether or not proximately

caused by or attributable to any act or omission by the County or its elected or appointed officials, authorized agents or licensees unless such act or omission by the County, its elected or appointed officials, or its authorized agents or licensees was intentional or the result of the gross negligence of any of them; (iv) any and all claims that may be related to COVID-19.

ARTICLE VII - Insurance

7.1 Loomis Brothers shall procure and maintain the following insurance coverages (or any higher or broader coverages required), for which the term shall commence on the date the Event is scheduled to begin and terminate on the date the final Event is scheduled.

7.1.1 Workers compensation insurance in the amount(s) required under and in accordance with the State of Alabama's statutory requirements and Employer's Liability insurance.

7.1.2 General commercial and automobile liability insurance with combined single limits of not less than One Million (\$1,000,000.00) and NO/100 Dollars per occurrence with general aggregate limits being unlimited for events and activities related to or arising from the Event. The policy or policies shall contain endorsements identifying the County's elected and appointed officials and employees, volunteers, and Event spectators and participants as additional insureds (hereafter "Insured Parties") with respect to all covered events. Loomis Brothers' insurance coverage shall be deemed primary insurance coverage for the Insured Parties, and any insurance or self-insurance carried by the Insured Parties shall be excess coverage and shall not contribute to Loomis Brothers' coverage limits.

7.2 All insurance policies procured pursuant to this Article shall be obtained from nationally recognized insurance carriers that are qualified and licensed to write insurance in

Alabama.

7.3 All insurance policies procured pursuant to this Article shall provide that they may not be cancelled or materially changed in any respect unless the County is given at least Forty-Five (45) days, prior written notice of any default or material change.

7.4 Loomis Brother shall require that each of its contractors, subcontractors, licensees and concessionaires carry general commercial liability, worker's compensation and employer's liability insurance coverage with the same limits, terms and conditions as applicable to Loomis Brothers. Such insurance policies shall be in place no later than Ten (10) days in advance of any contractors, subcontractors, licensees or concessionaires commencing any activity pertaining to the Event.

7.5 Loomis Brothers shall provide copies of certificates of insurance to County. All policies and coverages are subject to the final approval of the County.

7.6 The policy limits-, escribed in this Article may be reviewed by the County, who may thereafter request increases in applicable limits, and Loomis Brothers shall comply with all such requests that are commercially reasonable and based on a good faith reason(s). If at any time the County determines that the amounts of insurance or types of coverage required hereunder do not meet commercially reasonable standards for the undertakings required by this Agreement, upon Thirty (30) days prior notice, the County may direct Loomis Brothers to secure such other amounts or coverages. In addition, should there by a change in applicable law regarding the amounts or types of coverages or policies es required, beyond or above those required hereunder, Loomis Brothers shall, to the extent so required, comply in a timely fashion.

ARTICLE VIII - Termination

8.1 Termination.

8.1.1 County may terminate this Agreement upon giving written notice to Loomis

Brothers as provided herein under the following circumstances: (i) Loomis Brothers is in material breach of any conditions or obligation hereunder, and fails to cure such default (a) as to any payment or insurance obligation, within Five (5) days of written notice from the County, or (b) as to any other default, within Thirty (30) days after written notice from the County; (ii) the County determines, in its reasonable judgment, that the cost of the Event is unacceptably high or the monetary benefit is insufficient to continue, or (iii) Loomis Brothers makes a voluntary assignment for the benefit of its creditors, or files a voluntary petition for bankruptcy protection, or is the subject of any involuntary petition for bankruptcy.

8.1.2 Both County and Loomis Brothers may cancel the Event, without penalty, if the Event is canceled more than Thirty (30) days before the scheduled Event, however said Event may be rescheduled at a mutually agreeable time.

8.1.3 Any termination shall (i) be exercised in writing within Fourteen (14) days of a determination that a default has occurred under one or more of such terms, and (ii) be effective either immediately.

8.1.4 This Agreement may be terminated jointly by written agreement of the Parties at any times. In addition County will have the right to terminate this Agreement at any times, provided that (i) County provides written termination notice within Fourteen (14) days before the Event.

ARTICLE IX-Miscellaneous

9.1 Notices. All notices required hereunder shall be in writing and shall be given by delivering same personally to an authorized person as provided herein, by mailing same by certified mail return receipt requested, or by causing same to be delivered the next business day by a nationally recognized courier service signature required. If to Loomis Brothers, notices shall

be given to:

Loomis Brothers Circus
P.O. Box 1471
Bushnell, Florida 33153

If to the County, notices shall be given to:

Cullman County Commission
500 Second Avenue, S.W.
Cullman, Alabama 35055

with a copy to:

Chairman, Jeff Clemons
500 Second Avenue, S.W.
Cullman, Alabama 35055

with a copy to:

J. Bradley Wilson
Attorney for Cullman County
500 Second Avenue, S.W.
Cullman, Alabama 35055

Either party may change its address for notices by providing the other Party with written notice as provided herein, which notice shall be effective upon receipt.

9.2 Assignment: This Agreement may not be assigned by either Party without the express written advance consent of the other Party, which consent may not be unreasonably withheld. Any change in the control of Loomis Brothers by any means, whether by a single transaction or a combination of transactions, shall constitute an assignment of this Agreement for purposes of this Paragraph. Any changes in the ownership of Loomis Brothers or its Affiliates from the disclosure provided prior to the date hereof must be disclosed to the County at least Seven (7) days prior to the effective date of such change (other than changes resulting from death). Any assignment of this Agreement contrary to this Paragraph, whether voluntary or involuntary, shall be void and shall confer no rights upon — assignee.

9.3 Waiver: The waiver by either Party of a material breach by the other Party of any one or more of the covenants, conditions or provisions of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other covenant, condition or provision of this Agreement, nor shall any failure by either Party to comply with or satisfy any of the covenants, conditions or provisions of this Agreement be construed as in any manner changing the terms hereof or prevent either Party from enforcing the full provisions hereof. The terms of this Agreement may not be changed or altered in any manner whatsoever except by a written agreement signed by both the County and Loomis Brothers.

9.4 Relationship of the Parties: This Agreement does not in any way constitute either Party the agent, employee or legal representative of the other Party for any purpose whatsoever except as expressly provided herein. The Parties are in all respects independent contractors, and nothing contained in this Agreement shall create or be construed as creating a partnership or joint venture between them, and neither Party is authorized to or shall act toward third parties or the general public in any manner that would indicate such a relationship with the other Party. The County shall not be responsible for any debts incurred by Loomis Brothers in connection with or related to the Event. Nothing contained in this Agreement shall be deemed to confer upon any other Person the rights of a third party beneficiary.

9.5 Alabama Law: This Agreement shall be deemed to have been executed, delivered and performed in the State of Alabama, and it shall be governed by and interpreted in accordance with the laws of the State of Alabama without regard to its conflicts law. Loomis Brothers hereby consents to the jurisdiction of the Courts of the State of Alabama. Venue for any action brought in state courts shall be in a court of competent jurisdiction in Cullman County.

9.6 Compliance with laws: Loomis Brothers shall at all time when performing its obligations under this Agreement comply in all material respects with applicable laws, ordinances, rules, regulations and codes of the City and County of Cullman, State of Alabama, the United States of America and all agencies and authorities having jurisdiction thereof. Loomis Brothers further agrees to indemnify, save and hold harmless, the County, its elected and appointed officials, employees or authorized agents, or their insurers, their representatives, from any loss, cost, expense, or damage, including reasonable attorney's fees caused by any breach, violation of any such laws, rules and regulations including any laws, rules or regulations related to Covid-19.

9.7 Integrated Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matters covered hereby, except as otherwise expressly provided or referenced herein, and there are no binding oral representations, arrangements or understandings between or among the Parties relating to the subject matters of this Agreement. The Parties hereby acknowledge and agree that this Agreement expressly contemplates the creation of certain documents and agreements.

9.8 Amendments: This Agreement may not be amended except by a written instrument executed by the County through its designated representative(s).

9.9 Interpretation: The headings that have been used to designate the various articles and sections of this Agreement are solely for convenience in reading only and for ease of reference and shall not control or affect the meaning or construction of any of the provisions of this Agreement. When the context so requires, words or terms contained herein in the singular shall be deemed to be plural, and vice versa.

9.10 Severability: Should any provision of this Agreement be declared unenforceable or void by a court of competent jurisdiction, the remaining provisions of this Agreement shall

continue in full force and effect. The County and Loomis Brothers further agree that if any provision contained herein, to any extent, is held invalid or unenforceable in any respect under the laws governing this Agreement, the County and Loomis Brothers shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties. In the alternative to the Parties agreeing to an amendment or modification to render the remaining provisions of this Agreement enforceable, a court of competent jurisdiction may revise any unenforceable provisions to the extent required to make them enforceable.

9.11 Affirmation and Representation by Independent Legal Counsel and Construction of Agreement: The Parties, and each of them, independently represent and warrant that they consulted with their respective counsel (or had the opportunity to consult with their respective counsel) in connection with the drafting, negotiation and execution of this Agreement, that they fully understand their rights and obligations under this Agreement, that the provisions of this Agreement are reasonable and are intended to be enforceable, that they have discussed such rights and obligations with their respective attorneys and that they have carefully read and understand all provisions of this Agreement. The Parties further agree and acknowledge that each of them contributed to the drafting of this Agreement, and this Agreement shall not be construed against or interpreted to the disadvantage of any Party hereto by reason of such Party having structured initially prepared or drafted *it*.

9.12 Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original and constitute one in the same Agreement.

9.13 Non-discrimination: In the performance of this Agreement, Loomis Brothers shall not discriminate against any employee or applicant for employment, against any person using or

desiring to use the premises, nor in the conduct of the Event on the basis race, creed, sex, sexual preference, color, religion, political belief, age, disability or handicap, ethnicity or national origin. Notwithstanding the foregoing, the Parties hereby acknowledge that complying with applicable Beason-Hammon Taxpayer and Citizen Protection Act shall not be deemed a violation of this provision.

9.14 Beason-Hammon Taxpayer and Citizen Protections Act: Loomis Brothers shall insure that as a condition of conducting business with the State of Alabama or any subdivision, Loomis Brothers will sign a sworn affidavit stating they do not employ unauthorized workers and provide documentation that Loomis Brothers is enrolled in the E-Verify system.

9.15 Other Events. Nothing contained herein shall prohibit County from conducting any and all other events at Premises.

9.16 Retention of Records: Loomis Brothers shall retain and maintain all records and documents relations to this -Agreement or any Material Agreement, including financial records related to revenues from concessions, ticket sales, sponsorships, media rights, intellectual property and other sources, for a minimum of Three (3) years from submittal of the final financial report or receipt of final payment with exception of the following qualifications, whichever is the latest: if any litigation, claim or audit is started before the expiration of the Three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. NOTE: Property/equipment records should be kept for Three (3) years from the date of disposition. Retention of records involving competitive bids should comply with Code of Alabama §41-16-54(e)(1975), as applicable, which requires a retention period of at least Seven (7) years.

9.17 Representatives Not Individually Liable: No member, elected and appointed officials, employees or authorized agents, insurers, representative, or volunteer of County shall be

personally liable to Loomis Brothers or any successor in interest in the event of any default or breach by Loomis Brothers for any amount which may become due to Loomis Brothers or its successor or on any obligations under the terms of the Agreement.

9.18 Prohibition. Both Parties agree that each other reserves the right to decline, prohibit or expel any exhibit, or item or feature thereof which, in its judgment, is inappropriate or out of keeping with the character of the Event, this reservation being all inclusive as to persons, things, printed material, product, conduct, sound level, etc.; and

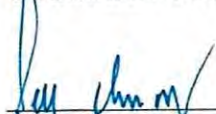
9.19 Liens. Loomis Brothers hereby waives any and all liens to which it may be entitled or to which it will be entitled in the future. In the event that any lien is filed against the interest of the County by any contractor, subcontractor, materialman or laborer involved in the Event contemplated herein, such lien shall be removed by County within thirty (30) days of the date the same is or was filed; and

IN WITNESS THEREOF, the County and Loomis Brothers have hereunto set their hands and seals the day and year first above written.

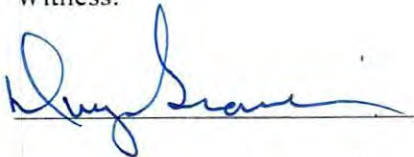
Witness:



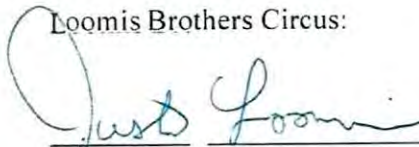
CULLMAN COUNTY COMMISSION:


JEFF CLEMONS
CHAIRMAN

Witness:



Loomis Brothers Circus:


AGENT



Remarks
FY 2022 Rebuild AL grant received for \$250,000 for Projects CCP 22-23-22, CCP 22-24-22 and CCP 22-25-22 all grant funds have been expended
Project CCP 22-18-22, CCP 22-19-22 and CCP 22-25-22 carried over from FY 2022
Project CCP 22-34-23 and CCP 22-35-23 carried over from FY 2023
Public Works Projects are covered under Bid Inquiry 1455 (wiregrass)
Competitive Bids are covered by Bid Inquiry 1417(cheek) 1418 (bear) 1410 (ergon) 1411 (watt) 1441 (vulcan-wiregrass-ca langford)

CATASTROPHIC INMATE MEDICAL INSURANCE

Date of Proposal: January 15, 2025
 Proposed Insured: Cullman County Commission
 City, State: Cullman, AL
 Facilities Include: Cullman County Detention Center, Marshall County Detention Center (Guntersville, AL), Dekalb County Detention Center (Fort Payne, AL), Blount County Detention Center (Oneota, AL), Limestone County Jail (Athens, AL), Winston County (Double Springs, AL), Morgan County Jail (Decatur, AL)
 Issuing Company: SiriusPoint America Insurance Company, A.M. Best Rating "A-" Excellent
 Coverage Type: Limited Health Expense Benefits - provided outside the walls of the facility, or facilities, listed above and as outlined in the Insurance Policy.
 Policy Form: Blanket Accident Medical
 Effective Date: February 1, 2025
 Number of Inmates: 291

Specific Coverage:	Option 1	Option 2
Per Inmate Deductible:	\$20,000	\$30,000
Per Inmate Coverage Limit:	\$300,000 (In Excess of Deductible)	\$300,000 (In Excess of Deductible)
Policy Maximum:	\$1,200,000	\$1,200,000
Rate Per Inmate Per Month:	\$22.88	\$17.00
Covered Expenses:	Eligible Medical Services shall accumulate to satisfy the Per Inmate Deductible as outlined below and be reimbursed at the following:	
In-Patient Hospital Services:	Lesser of the Amount Paid or 45% of Eligible billed Charges	
Outpatient Hospital Services:		
Physician Services:		
Outpatient Diagnostic and Lab Services:		
Ambulance Services:		
Medical Services and Supplies:	Lesser of the Amount Paid or 150% of Medicare	
Dialysis:	Limited to those provided and administered during a Hospital Stay; Specialty Drugs are Excluded.	
Prescription Drugs:		
Benefits/Exclusions:		
Prior-to-Booking/In-Pursuit:	Included	Included
Security & Guarding:**	Included	Included
Dental:	Excluded	Excluded
HIV/AIDS:	Included	Included
Pregnancy:	Included (inmate only)	Included (inmate only)
Specialty Drugs:	Excluded	Excluded
Mental and Nervous Disorders:	Inpatient Hospitalization charges only; charges incurred at institutions providing specialized treatment, long-term care, or rehabilitation are excluded from coverage.	
Substance Abuse:		
TOTAL ANNUAL PREMIUM:	\$79,896.96	\$59,364.00

Terms and Conditions

- This proposal is based on data submitted and other information furnished relevant to underwriting the risk, including all claims or possible claims, paid, pending, or denied pending additional information, or which the prospective insured or authorized representative should otherwise be aware of.
- Any inaccuracy in the data submitted or failure to disclose any such information can change the terms, conditions, rates, or factors of this offer or can void offer and coverage.
- Claim Provisions:

From:	To:
Claims Incurred: 2/1/2025	1/31/2026
Claims Reported: 2/1/2025	7/31/2026
Claims Submitted: 2/1/2025	7/31/2026
- This proposal is valid for the stated effective date shown above provided the prospective insured or its authorized representative elects one of the above options by 1/31/2025, by submitting a signed application, which will be provided after your selection is made. Until we obtain the signed application, the rates and factors are subject to change as additional information is received.
- Acceptance of this quote is contingent upon and subject to the actual terms of the policy as issued, which occurs upon binding and premium payment. If there is any conflict between this quote and the policy, the policy will govern in all cases.

Desired Coverage (check one):

☒ Option 1 ☐ Option 2

Printed Name:

Jeff "Clem" Clemens

Title:

Chairman

Date:

1/23/25

Signature:

[Handwritten Signature]



Hunt Insurance Group, a King Insurance Partners Company

2075 Center Pointe Blvd. Ste. 101, Tallahassee, FL 32308 • Phone: (800) 763-4868 • Huntbenefits@huntins.com • www.huntins.com



Cullman County Emergency
Management Agency
Tim Sartin, Director

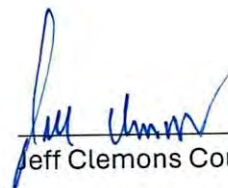
TERMINATION OF THE EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, A Declaration of Emergency was declared on January 9, 2025;
due to forecasted winter weather with a significant impact in Cullman County; and

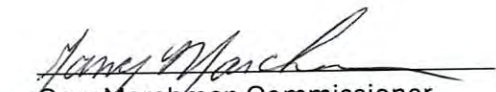
WHEREAS, the cause of the Emergency Declaration has now passed, and the emergency powers
provided for under the Alabama Code (1975) 31-9-10 are no longer necessary to protect the life and
property of the public,

NOW, THEREFORE, BE IT RESOLVED that the Emergency Declaration adopted on January 9, 2025,
is terminated effective 11:59 p.m. CST, on January 12, 2025.

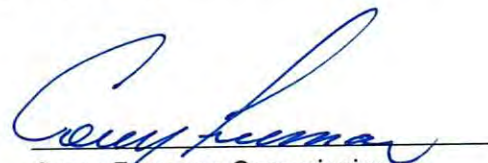

Attest: John Bullard, Administrator


Jeff Clemons County Chairman


Kerry Watson Commissioner


Gary Marchman Commissioner


Kelly Duke Commissioner


Corey Freeman Commissioner


Tim Sartin Emergency Management Director



MOTOROLA SOLUTIONS

Proposal

Cullman County Vol Fire VHF P25 System

Configure Network Switches

November 20, 2024

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola.

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Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781 USA



November 20, 2024

Nesha Donaldson
Cullman Regional Medical Center
Cullman, AL 35058

Subject: Configure Network Switches

Dear Nesha Donaldson,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide Cullman County Regional Medical Center with quality communication services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To meet the functional and operational specifications of this solicitation our solution includes a team of Motorola professionals to provide services for the configuration of new AT&T fiber with network fiber at five site locations.

- Cold Springs - 7969 County Road 109, Bremen, AL 35033
- Vinemont - 688 County Road 1251, Vinemont, AL 35179
- Joppa - 14599 Highway 69 North, Joppa, AL 35087
- Chigger Ridge - 956 County Road 574, Hanceville, AL 35077
- Arkadelphia - 2802 County Road 35, Hanceville, AL 35077

This proposal consists of this cover letter, description of offering, and Motorola Solutions Customer Agreement or other relevant contract together with its Exhibits. This proposal shall remain valid for 60 days from the date of this cover letter. You may accept the proposal by delivering to Motorola the signed Agreement and Purchase Order. Any questions may be directed to your Motorola Account Executive, Kade Harris, AE, at 256-572-6212 or Kade.Harris@MotorolaSolutions.com

We thank you for the opportunity to furnish Cullman Regional Medical Center with "best in class" solutions, and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.

A handwritten signature in black ink that reads 'Kyle Sanderson'.

Kyle Sanderson - Area Sales Manager

Section 1

Statement of Work

The document delineates the general responsibilities between Motorola and Customer as agreed to by contract.

1.1 Motorola Responsibilities

Motorola's general responsibilities include the following:

- Validate network topology at each of the five sites.
- Perform end to end link testing of customer provided backhaul.
- Optimize each site to include the following equipment:
 - GTR base station
 - GCM comparator
 - GGM router
- Provide network gateway and switch configurations for converting the existing Layer 2 network to a routed Layer 3 network. Customer is responsible for providing IP addresses on their network for the Motorola equipment that connects. Motorola will need an IP address and a gateway address for each of the RF sites before coming onsite for this effort.
- Test the customer provided backhaul using the supplied IP addresses to ensure it meets the Motorola link standards.
- Optimize the RF equipment at each site to ensure it is in compliance with FCC regulations.
- Configure and test all system components to ensure functionality.
- No equipment is being provided as part of this proposal.
- This proposal does NOT cover any licensing

1.2 Customer Responsibilities

Customer will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. General Customer responsibilities include but are not limited to the following:

- County will provide all required connectivity between sites prior to Motorola technicians arriving on site for configuration.
- The County and AT&T will need to provide Motorola a demark that we can connect to.
- The County is responsible for all backhaul configuration and installation.

1.3 Assumptions

Motorola has made several assumptions in preparing this proposal, which are noted below. Motorola reserves the right to request a change order for any material differences in the event any assumptions are incorrect.

- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, appropriate internet access, and site grounding to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of the County.
- Any required system interconnections not specifically outlined here will be provided by County. These may include dedicated phone circuits, microwave links, or other types of connectivity.
- No coverage guarantee is included in this proposal.
- Motorola is not responsible for interference caused or received by the Motorola-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should your system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

Section 2

Pricing and Payment Terms

Description	Price (\$)
Configuration Services (Cold Springs, Vinemont, Joppa, Chigger Ridge)	\$89,420
Configuration Services (Arkadelphia)	\$15,701
Total Price	\$105,121

This proposal is subject to the terms and conditions of Motorola Solutions' and this pricing is valid through January 20, 2024.

Payment Milestones

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase

1. 50% of the System Price due upon contract execution (due upon effective date);
2. 50% of the System Price due upon completion of services.

Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781 USA



Section 3

Contractual Documentation

Provided on the following pages.

This proposal shall be governed by the Motorola Solutions Customer Agreement 2.0 online terms and conditions which can be found at https://www.motorolasolutions.com/en_us/about/legal/Command_Center_Software_terms.html.



Corporate Office: 3475 Ashley Road, Montgomery, AL 36108
South Carolina Office: 115 Belvedere Circle, West Columbia, SC 29172
Phone: 334.264.3265; Fax 334.269.6990

December 9, 2024

Cullman County Commission
500 2nd Ave. SW, Room 202
Cullman, Alabama 35055

Re: Surplus Trucks

Dear Commissioners:

We want to thank you for allowing J.M. Wood Auction Company, Inc. the opportunity of submitting a proposal on the auction of your surplus equipment. Since 1973, J.M. Wood Auction Co. Inc. has conducted thousands of public auctions and sold billions of dollars of heavy machinery and trucks to buyers across the world. We believe our marketing methods along with our extensive global reach to buyers are necessary for you to achieve the true global market value of your assets.

- ❖ **Auction Location and Date:** The proposed auction will be either March 18-21, 2025 at our auction facility in Montgomery, Alabama.
- ❖ **Traditional Auction Marketing:** J.M. Wood Auction will promote and feature your equipment in our full color auction magazine. A personalized mailing list will be selected from our database of over 100,000 domestic and international buyers. We will select potential buyers to market to by targeting recent buying patterns, trending industries and regional activity. Your auction will be promoted in numerous industry specific trade magazines as well as in over (300) newspapers reaching a broad range of potential buyers.
- ❖ **Online Auction Marketing:** Our team will go to work immediately posting your inventory with multiple photos and inspections on JMWood.com. Our website is an essential tool in reaching thousands of buyers who visit our site daily. Your inventory will also be posted on numerous worldwide industry related sites in front of millions buyers searching for equipment for their operations in countries across the globe. Your equipment will also be featured in J.M. Wood Auction's award winning social media marketing campaign consisting of outlets such as Face book, Twitter, YouTube and more. J.M. Wood Auction has been recognized by both Facebook and Constant Contact as one of their annual top performing marketing companies.
- ❖ **Auction Delivery, Pre-Auction Services and Set Up:** We encourage you to schedule delivery of your equipment to the auction facility as soon as possible. This allows adequate time for pre- auction services such as detailed inspection reports, photography, video, clean-up and repairs. J.M. Wood Auction will provide the seller with a detailed report on any repairs and clean-up deemed necessary to make the equipment bring the maximum dollar. No repairs will be made without prior consent from seller. J.M Wood Auction will coordinate an on-

site detailed clean-up service on the equipment listed on the sellers (Exhibit "A"). J.M. Wood Auction will have representatives aggressively marketing your equipment and answering questions from prospective buyers prior to the auction.

- ❖ **Auction Day:** With over 51 years in the auction business, it is in our blood. We live for auction day and it is exciting! When you arrive at one of our world class drive through auction facilities you will find a team of professionals that know and love their job. A detailed auction catalog with lot numbers will be presented to all the pre-approved buyers on hand. The equipment will be paraded past the auction theatre full of attendees and broadcast live on the internet as well. We will furnish all personnel to conduct the auction, collect proceeds, and assist in load-out.
- ❖ **Online Auction Bidding:** JMWoodLive.com is our exclusive proprietary online bidding service. Since its inception we have registered tens of thousands of pre-approved national and international buyers. Multiple photos of the exterior, interior and components of every item will be posted for online buyers. In addition, we provide detailed inspection services on any equipment the prospective buyer may need.
- ❖ **Buyer Services:** Prior to the auction, J.M. Wood Auction provides the buyer with detailed inspection services, financing options and logistical estimates. After the auction, we will coordinate logistics as well as dismantle and containerize equipment headed to the port.
- ❖ **Post Auction and Payment Terms:** J.M. Wood Auction will furnish a computerized statement of each item sold. We will issue seller a check for full settlement within twelve (12) banking days after the date of auction. Any service fees incurred such as clean-up, repairs, and transportation will be deducted from seller's final net proceeds.
- ❖ **Liens and Encumbrances:** Auctioneer acts as Sellers agent. Seller guarantees that he/she is the sole owner of items being sold and states that items are free of all mortgage's liens and encumbrances. Seller agrees to disclose any and all specific liens, blanket liens, mortgages, taxes, encumbrances or claims of any sort and states he is not connected to claim by Bankrupt Court or IRS. In the event such claim should exist Seller agrees to pay all legal expense incurred by Auctioneer to protect and defend clear title. Seller hereby authorizes J.M. Wood Auction Co., Inc. (hereby known as Auctioneer) at the absolute discretion of Auctioneer to carry out title searches in respect of the equipment at the expense of Seller, but in no case shall Auctioneer have a duty to conduct, nor be responsible for the results of any such title search.
- ❖ **Financial Guarantee (Option A)**
J.M. Wood Auction Company, Inc. gives Cullman County Commission a gross financial guarantee of \$1,290,000.00 for the equipment listed on the attached (Exhibit "A"). A commission rate of 7% Absolute will be charged to gross sales.

Please Note: All tires must be a minimum 50% matching tread, no broken glass and body damage accepted.

Thank you for allowing J.M. WOOD AUCTION COMPANY, INC. to present this proposal to you and we look forward to conducting your auction.

"We Turn Equipment into Cash"



Cullman County Commission

11/23/25

Date

Ruston R. Wood, Vice President
J.M. Wood Auction Co., Inc

Date

Curt Brown, Territory Manager, Governmental
J.M. Wood Auction Co., Inc.

Date

Bryant Wood

Al. Auctioneer's License # 1137

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AUCTION DATE:		MARCH 18-21, 2025									
EXPT #	CATEGORY	YEAR	MAKE	MODEL	S/N	DESCRIPTION	HRS/MILES	CONDITION	REPAIRS REQUIRED	Estimated Auction Range	Estimated Auction Range
6124	DUMP TRUCKS	2024	KENWORTH	T880	1WZK4T1X2HJ59133	Tri Axle, 500 HP Cummins X15 engine, Allison 4500 RDS A/T, 48k rear, 20K front, 16" Hard Ox body, high-lift gate, 11R24.5 rear tires, 425/65R22.5 front tires, County Owned	33,252		*Clean up	\$ 220,000.00	\$ 230,000.00
6234	DUMP TRUCKS	2024	KENWORTH	T880	1WZK4T1X9HJ59131	Tri Axle, 500 HP Cummins X15 engine, Allison 4500 RDS A/T, 48k rear, 20K front, 16" Hard Ox body, high-lift gate, 11R24.5 rear tires, 425/65R22.5 front tires, County Owned	31,747		*Clean up	\$ 220,000.00	\$ 230,000.00
6224	DUMP TRUCKS	2024	KENWORTH	T880	1WZK4T1X4HJ59134	Tri Axle, 500 HP Cummins X15 engine, Allison 4500 RDS A/T, 48k rear, 20K front, 16" Hard Ox body, high-lift gate, 11R24.5 rear tires, 425/65R22.5 front tires, County Owned	41,188		*Clean up	\$ 220,000.00	\$ 230,000.00
6524	DUMP TRUCKS	2024	KENWORTH	T880	1WZK4T1X0HJ59132	Tri Axle, 500 HP Cummins X15 engine, Allison 4500 RDS A/T, 48k rear, 20K front, 16" Hard Ox body, high-lift gate, 11R24.5 rear tires, 425/65R22.5 front tires, County Owned	35,779		*Clean up	\$ 220,000.00	\$ 230,000.00
6624	DUMP TRUCKS	2024	KENWORTH	T880	1WZK4T1X8HJ59136	Tri Axle, 500 HP Cummins X15 engine, Allison 4500 RDS A/T, 48k rear, 20K front, 16" Hard Ox body, high-lift gate, 11R24.5 rear tires, 425/65R22.5 front tires, County Owned	41,118		*Clean up	\$ 220,000.00	\$ 230,000.00
6424	DUMP TRUCKS	2024	KENWORTH	T880	1WZK4T1X6HJ59135	Tri Axle, 500 HP Cummins X15 engine, Allison 4500 RDS A/T, 48k rear, 20K front, 16" Hard Ox body, high-lift gate, 11R24.5 rear tires, 425/65R22.5 front tires, County Owned	37,894		*Clean up	\$ 220,000.00	\$ 230,000.00
										\$ 1,320,000.00	\$ 1,380,000.00

TOTAL GROSS	\$1,280,000.00
GUARANTEE:	
COMMISSION RATE:	7%
SALE DATE:	MARCH 18-21, 2025

Customer Initial

04/04/2024

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 350583
Phone: 256-796-1336 Fax: 256-796-7039

January 7, 2025

Proposed considerations for upcoming Commission meeting on January 23, 2025.

- Shady Cove Subdivision: Release of \$72,000 Letter of Credit Maintenance Bond dated December 14, 2020 for final acceptance of County road 2119 into county maintenance system. Length 1832 feet. Commission district 4 Cold Springs area.