Resolution 2027-01

County of Cullman

Adoption of 2026 Cullman County Hazard Mitigation Plan

WHEREAS, the Cullman County Hazard Mitigation Plan has been updated In accordance with FEMA requirements at 44 C.F.R. 201.6; and

WHEREAS, the County of Cullman participated in the updating of a muli-jurisdictional plan, the Cullman County Hazard Mitigation Plan; and

WHEREAS, the County of Cullman is a local unit of government that has afforded the citizens an opportunity to comment and provide input in the plan and the actions in the plan; and

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

NOW THEREFORE, BE IT RESOLVED by the County Commission that the County of Cullman adopts the 2026 Cullman County Hazard Mitigation Plan update and resolves to execute the actions in the plan.

ADOPTED, this 20th day of October 2026 at the meeting of the Cullman County Commission.

Jeff "Clem" Clemons, Chairman

State of Alabama
Cullman County

RESOLUTION NO. - 2027-02

WHEREAS, the Cullman County Commission on the basis of engineering and traffic investigation determines that the maximum speed permitted under Article 8, Title 32, Chapter 5A, Code of Alabama, 1975 for County Road 52 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 52 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 52;

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 20th day of October 2026.

JEFF CLEMONS, CHAIRMAN

GARRY MARCHMAN
COMMISSIONER

ATTEST:

COUNTY CLERK

KERRY WATSON
COMMISSIONER

KELLY DUKE
COMMISSIONER

COREY FREEMAN
COMMISSIONER

CULLMAN COUNTY COMMISSION

CULLMAN COUNTY, ALABAMA

RESOLUTION NO. 2027-03

RESOLUTION AWARDING BID NO. 101

WHEREAS, the Cullman County Commission solicited sealed bids for Bid No. 101, Installation of Two ADA Manufactured Cabins, at Stony Lonesome OHV Park, under Recreational Trails Program Project No. 25-RT-55-01; and

WHEREAS, the sealed bids were publicly opened on October 13, 2026, at 2:00 p.m., at Cullman County Economic Development, 325 2nd Street SE, Cullman, Alabama, and recorded in the certified bid tabulation; and

WHEREAS, the certified bid tabulation identifies Adams Building Company, LLC as the lowest bidder for Bid No. 101, in the amount of $142,500.00; and

WHEREAS, the Commission has considered the bid and recommends award subject to confirmation of responsiveness, contractor qualifications, required documentation, grant compliance, and acceptance of the proposed work specifications;

NOW, THEREFORE, BE IT RESOLVED by the Cullman County Commission that Bid No. 101 is hereby awarded to Adams Building Company, LLC in the amount of $142,500.00, subject to satisfaction of the foregoing requirements and any required ADECA concurrence; and the Commission Chairman is authorized to execute the necessary contract documents upon such satisfaction.

ADOPTED this 20th day of October, 2026.

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

ATTEST:

Tiffany Merriman, County Clerk

CERTIFIED TABULATION OF BIDS

STONY LONESOME OHV PARK | RTP PROJECT 25-RT-55-01

BID NO. 101 Installation of Two ADA Manufactured Cabins at Stony Lonesome OHV Park

BID OPENING: Tuesday, October 13, 2026 at 2:00 PM (Central Time)

LOCATION: Cullman County Economic Development, 325 2nd St SE, Cullman, AL 35055

CONTRACTOR NAME	LICENSE #	BASE BID	BID BOND	NOTES
Adams Building Co., LLC	23438	$142,500.00	Liberty Mutual 5% of Bid	

Notes may include exceptions or irregularities observed at opening. Attach a continuation sheet if necessary.

CERTIFICATION

I certify that the sealed bids listed above were publicly opened and read aloud at the date, time, and location stated, and that this is an accurate tabulation of bids opened for Bid No. 101, including any exceptions noted.

CERTIFYING AGENCY - CULLMAN COUNTY ECONOMIC DEVELOPMENT

Signature

10/13/2026
Date

Director of Economic Development
Title

Matthew Kinsland
Printed Name

NOTARY PUBLIC

State of Alabama, County of Cullman

Subscribed and sworn to (or affirmed) before me on this 14th day of October, 2026.

by Matthew Kinsland.

Frances A. Montgomery
Notary Public Signature

Frances A. Montgomery
Printed Name of Notary Public

My Commission Expires: 5-19-2030

FRANCES A. MONTGOMERY NOTARY PUBLIC ALABAMA STATE AT LARGE NOTARY PUBLIC SEAL

Opening tabulation only; does not determine responsiveness, bidder qualifications, or award.

BID FOR LUMP SUM CONTRACTS

Cullman County, Alabama
Date: 10-13-2026
Cabins at Stony Lonesome
Project No. 25-RT-55-01

Proposal of Adams Building Co. LLC (hereinafter called "Bidder") a corporation, organized and existing under the laws of the State of Alabama, a partnership, or an individual doing business as: Adams Building Co. LLC

To: Cullman County Commission
325 Second Street, SE
Cullman, AL 35055

The Bidder, in compliance with your invitation for bids for materials, having examined the specifications with related documents and being familiar with all of the conditions surrounding the proposed project including the availability of materials, hereby proposes to furnish all materials and accessories and to deliver the materials in accordance with the contract documents, within the time set forth therein, and the prices stated below. These prices are to cover all expenses incurred in delivering the materials required under the contract documents, of which this proposal is a part.

The Bidder hereby agrees to commence delivery under this contract on or before a date to be specified in the written "Notice to Proceed" of the Owner and fully complete the project within 180 consecutive calendar days thereafter as stipulated in the specifications.

Bidder agrees to provide all materials, labor, and equipment needed to perform all of the items of work described in the specifications for the sum of: #142,500.00

One Hundred Forty Two Thousand Five Hundred Dollars (NO CENTS)
(Amount shall be shown in both words and figures. In the case of discrepancy, the amount shown in words will govern)

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Contractor — Date: 10-13-2026

**9-28-26

Liberty Mutual. SURETY

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Adams Building Company, LLC

2616 Hamilton Mt. Road
Blountsville, AL 35031

OWNER:
(Name, legal status and address)
Cullman County Commission

325 2nd St Se
Cullman, AL 35055-3509

SURETY:
(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

MAILING ADDRESS FOR NOTICES:
Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% of Bid Amount Five Percent of Bid Amount

PROJECT:
(Name, location or address, and Project number, if any)
installation of prefabricated cabins

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of October, 2026.

(Witness) Donnie Adams

Adams Building Company, LLC
(Contractor as Principal) *(Seal)*

OWNER/MEMBER
(Title)

Kiana M. Pumphrey

(Witness) Kiana M. Pumphrey

The Ohio Casualty Insurance Company
(Surety)

(Title) Carolyn Banks, Assistant Secretary

BID-0038640

Init.

/

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text in **AIA Document A310–2010 Edition Bid Bond.**

Liberty Mutual. SURETY

POWER OF ATTORNEY

The Ohio Casualty Insurance Company

Principal: Adams Building Company, LLC
Agency Name: LEGACY RISK SOLUTIONS, LLC Bond Number: BID-0038640
Obligee: Cullman County Commission
Bid Bond Amount: (5% of Bid Amount) Five Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Carolyn Banks** in the city and state of **Seattle, WA**, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 13th day of October, 2026.

The Ohio Casualty Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY ss

On this 13th day of October, 2026, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 13th day of October, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

eBonding_POA

Adams Building Company LLC
2616 Hamilton Mt. Road
Blountsville, AL 35031
Phone (205) 429-2678
adamsbld@otelco.net

October 12, 2026

To:
Cullman County Commission
325 Second Street SE
Cullman, AL 35055

RE: Build America, Buy America (BABA) Certification
Project: Cabins at Stoney Lomesone – Project No. 25-RT-55-01
Bidder: Adams Building Company LLC

To Whom it may concern:

I, the undersigned, hereby certify on behalf of Adams Building Company LLC, that all iron, steel, manufactured products and construction materials furnished and permanently incorporated into the above referenced project will comply with the Build America, Buy America Act (BABA), Public Law 117-58 SS 70901-70927, including all applicable guidance under 2 CFR Part 184, FHWA implementation requirements, and ADECA RTP program guidance.

Specifically, I certify that:

1. All iron and steel will be 100% melted, poured and manufactured in the United States.
2. All manufactured products will meet BABA requirements, including U.S. manufacturing and the greater than 55% domestic component cost threshold.
3. All construction materials (including non-ferrous metals, polymer-based products, glass, fiber-optic cable, lumber, engineered wood and drywall) will be produced in the United States.
4. All subcontractors, suppliers and vendors will comply with BABA requirements and the Bidder will maintain all required documentation for a minimum of 5 years
5. Any request for a BABA waiver will be submitted in writing before procurement and in accordance with federal and ADECA procedures.

I affirm that all statements made herein are true and correct to the best of my knowledge.

Donnie Adams (Owner)
Adams Building Company LLC
Signature: _____
Date: 10-12-2026

CERTIFICATE OF NON-SEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employee any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washroom, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES:

A Certification of Non-segregated Facilities must be submitted prior to the award of a contract or subcontract exceeding $10,000, which is not exempt from the provisions of the Equal Opportunity Clause.

Certification The information above is true and complete to the best of my knowledge and belief.

Donnie Adams (owner) Name and Title of Signer

(Please Print)

Signature

10-12-2026 Date

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Certification of Compliance with the Beason-Hammon Act

State of Alabama)
County of Cullman)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by ACT 2012-491)

DATE: 10-13-2026

RE Contract/Grant/Incentive (describe by number or subject):
Stony Lonesome OHV Park Project / Project No. 25-RT-55-01 by and between _____ (Contractor/Grantee) and Cullman County Commission (State Agency, Department or Public Entity

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of owner with Adams Bids Co, LLC the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

   BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

   a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

   b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

   EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not

include the occupant of a household contracting with another person to perform casual domestic labor within the household.

__(a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

___ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;

4. The Contractor/Grantee 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.

Certified this 12 day of October 2026.

Adams Building Co, LLC
Name of Contractor/Grantee/Recipient

By: _____ Dennis Adams

Its Owner

The above Certification was signed in my presence by the person whose name appears above, on
this 12 day of October 2026.

WITNESS: _____

Scott McClendon
Printed Name of Witness

CULLMAN COUNTY COMMISSION

CULLMAN COUNTY, ALABAMA

RESOLUTION NO. 2027-04

RESOLUTION AWARDING BID NO. 102

WHEREAS, the Cullman County Commission solicited sealed bids for Bid No. 102, Installation of Six Manufactured Park Model Cabins, at Stony Lonesome OHV Park, under Recreational Trails Program Project No. 25-RT-55-01; and

WHEREAS, the sealed bids were publicly opened on October 13, 2026, at 2:00 p.m., at Cullman County Economic Development, 325 2nd Street SE, Cullman, Alabama, and recorded in the certified bid tabulation; and

WHEREAS, the certified bid tabulation identifies Adams Building Company, LLC as the lowest bidder for Bid No. 102, in the amount of $356,100.00; and

WHEREAS, the Commission has considered the bid and recommends award subject to confirmation of responsiveness, contractor qualifications, required documentation, grant compliance, and acceptance of the proposed work specifications;

NOW, THEREFORE, BE IT RESOLVED by the Cullman County Commission that Bid No. 102 is hereby awarded to Adams Building Company, LLC in the amount of $356,100.00, subject to satisfaction of the foregoing requirements and any required ADECA concurrence; and the Commission Chairman is authorized to execute the necessary contract documents upon such satisfaction.

ADOPTED this 20th **day of** October **, 2026.**

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

ATTEST:

Tiffany Merriman, County Clerk

CERTIFIED TABULATION OF BIDS

STONY LONESOME OHV PARK | RTP PROJECT 25-RT-55-01

BID NO. 102 Installation of Six Manufactured Park Model Cabins at Stony Lonesome OHV Park

BID OPENING: Tuesday, October 13, 2026 at 2:00 PM (Central Time)

LOCATION: Cullman County Economic Development, 325 2nd St SE, Cullman, AL 35055

CONTRACTOR NAME	LICENSE #	BASE BID	BID BOND	NOTES
Adams Building Co., LLC	23438	$356,100.00	Liberty Mutual 5% of Bid	

Notes may include exceptions or irregularities observed at opening. Attach a continuation sheet if necessary.

CERTIFICATION

I certify that the sealed bids listed above were publicly opened and read aloud at the date, time, and location stated, and that this is an accurate tabulation of bids opened for Bid No. 102, including any exceptions noted.

CERTIFYING AGENCY - CULLMAN COUNTY ECONOMIC DEVELOPMENT

Signature

10/13/2026
Date

Director of Economic Development
Title

Matthew Kinsland
Printed Name

NOTARY PUBLIC

State of Alabama, County of Cullman

Subscribed and sworn to (or affirmed) before me on this 14th day of October, 2026, by Matthew Kinsland.

Notary Public Signature

Frances A. Montgomery
Printed Name of Notary Public

My Commission Expires: 5-19-2030

FRANCES A. MONTGOMERY NOTARY PUBLIC ALABAMA STATE AT LARGE NOTARY PUBLIC SEAL

Opening tabulation only; does not determine responsiveness, bidder qualifications, or award.

BID FOR LUMP SUM CONTRACTS

Cullman County, Alabama
Date: 10-13-2026
Cabins at Stony Lonesome
Project No. 25-RT-55-01

Proposal of Adams Building Co, LLC (hereinafter called "Bidder") a corporation, organized and existing under the laws of the State of Alabama, a partnership, or an individual doing business as: Adams Bld Co. LLC

To: Cullman County Commission
325 Second Street, SE
Cullman, AL 35055

The Bidder, in compliance with your invitation for bids for materials, having examined the specifications with related documents and being familiar with all of the conditions surrounding the proposed project including the availability of materials, hereby proposes to furnish all materials and accessories and to deliver the materials in accordance with the contract documents, within the time set forth therein, and the prices stated below. These prices are to cover all expenses incurred in delivering the materials required under the contract documents, of which this proposal is a part.

The Bidder hereby agrees to commence delivery under this contract on or before a date to be specified in the written "Notice to Proceed" of the Owner and fully complete the project within 180 consecutive calendar days thereafter as stipulated in the specifications.

Bidder agrees to provide all materials, labor, and equipment needed to perform all of the items of work described in the specifications for the sum of: $356,100.00

Three Hundred Fifty Six Thousand One Hundred Dollars (00 Cents)
(Amount shall be shown in both words and figures. In the case of discrepancy, the amount shown in words will govern)

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Contractor — *Date* 10-13-2026

**9-28-26

Liberty Mutual. SURETY

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Adams Building Company, LLC

2616 Hamilton Mt. Road
Blountsville, AL 35031

OWNER:
(Name, legal status and address)
Cullman County Commission

325 2nd St Se
Cullman, AL 35055-3509

SURETY:
(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

MAILING ADDRESS FOR NOTICES:
Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% of Bid Amount Five Percent of Bid Amount

PROJECT:
(Name, location or address, and Project number, if any)
installation of prefabricated cabins

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of October, 2026.

(Witness) Donnie Adams

Adams Building Company, LLC
(Contractor as Principal) *(Seal)*

(Title)

Kiana M. Pumphrey

(Witness) Kiana M. Pumphrey

The Ohio Casualty Insurance Company
(Surety)

(Title) Carolyn Banks, Assistant Secretary

BID-0038640

Init.
/

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text in **AIA Document A310–2010 Edition Bid Bond.**

Liberty Mutual. SURETY

POWER OF ATTORNEY

The Ohio Casualty Insurance Company

Principal: Adams Building Company, LLC
Agency Name: LEGACY RISK SOLUTIONS, LLC Bond Number: BID-0038640
Obligee: Cullman County Commission
Bid Bond Amount: (5% of Bid Amount) Five Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Carolyn Banks** in the city and state of **Seattle, WA**, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 13th day of October, 2026.

The Ohio Casualty Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY ss

On this 13th day of October, 2026, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 13th day of October, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CERTIFICATE OF NON-SEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employee any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washroom, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES:

A Certification of Non-segregated Facilities must be submitted prior to the award of a contract or subcontract exceeding $10,000, which is not exempt from the provisions of the Equal Opportunity Clause.

Certification The information above is true and complete to the best of my knowledge and belief.

Donnie Adams (owner) Name and Title of Signer

(Please Print)

10-12-2026

Signature Date

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Certification of Compliance with the Beason-Hammon Act

State of Alabama)
County of Cullman)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by ACT 2012-491)

DATE: 10-13-2026

RE Contract/Grant/Incentive (describe by number or subject):
Stony Lonesome OHV Park Project / Project No. 25-RT-55-01 by and between _____ (Contractor/Grantee) and Cullman County Commission (State Agency, Department or Public Entity

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of owner with Adams Bids Co, LLC the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

   BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

   a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

   b. JL Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

   EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not

include the occupant of a household contracting with another person to perform casual domestic labor within the household.

2. (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

___ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;

4. The Contractor/Grantee 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.

Certified this 12 day of October 2026.

Adams Building Co, LLC
Name of Contractor/Grantee/Recipient

By: Donnie Adams

Its Owner

The above Certification was signed in my presence by the person whose name appears above, on
this 12 day of Oct. 2026.

WITNESS: Scott McClendon

Scott McClendon
Printed Name of Witness

Adams Building Company LLC
2616 Hamilton Mt. Road
Blountsville, AL 35031
Phone (205) 429-2678
adamsbld@otelco.net

October 12, 2026

To:
Cullman County Commission
325 Second Street SE
Cullman, AL 35055

RE: Build America, Buy America (BABA) Certification
Project: Cabins at Stoney Lomesone – Project No. 25-RT-55-01
Bidder: Adams Building Company LLC

To Whom it may concern:

I, the undersigned, hereby certify on behalf of Adams Building Company LLC, that all iron, steel, manufactured products and construction materials furnished and permanently incorporated into the above referenced project will comply with the Build America, Buy America Act (BABA), Public Law 117-58 SS 70901-70927, including all applicable guidance under 2 CFR Part 184, FHWA implementation requirements, and ADECA RTP program guidance.

Specifically, I certify that:

1. All iron and steel will be 100% melted, poured and manufactured in the United States.
2. All manufactured products will meet BABA requirements, including U.S. manufacturing and the greater than 55% domestic component cost threshold.
3. All construction materials (including non-ferrous metals, polymer-based products, glass, fiber-optic cable, lumber, engineered wood and drywall) will be produced in the United States.
4. All subcontractors, suppliers and vendors will comply with BABA requirements and the Bidder will maintain all required documentation for a minimum of 5 years
5. Any request for a BABA waiver will be submitted in writing before procurement and in accordance with federal and ADECA procedures.

I affirm that all statements made herein are true and correct to the best of my knowledge.

Donnie Adams (Owner)
Adams Building Company LLC
Signature: _____
Date: 10-13-26

CULLMAN COUNTY COMMISSION

CULLMAN COUNTY, ALABAMA

RESOLUTION NO. 2027-05

RESOLUTION REJECTING ALL BIDS NO. 103

WHEREAS, the Cullman County Commission solicited sealed bids for Bid No. 103, Supply and Installation of Security Chain Link Fencing, at Stony Lonesome OHV Park, under Recreational Trails Program Project No. 25-RT-55-01; and

WHEREAS, the sealed bids were publicly opened on October 13, 2026, at 2:00 p.m., at Cullman County Economic Development, 325 2nd Street SE, Cullman, Alabama, and recorded in the certified bid tabulation; and

WHEREAS, two bids were received for Bid No. 103, from Liona Fence, LLC ($56,200.00) and Parris Chain Link Fence, LLC ($33,842.00); and

WHEREAS, upon review, neither bid was found compliant with the solicitation requirements, and the Commission finds it in the public interest to reject all bids; and

WHEREAS, Cullman County Economic Development has requested authorization from the Alabama Department of Economic and Community Affairs (ADECA) to solicit quotations in accordance with applicable provisions of Alabama Title 39;

NOW, THEREFORE, BE IT RESOLVED by the Cullman County Commission that all bids received for Bid No. 103 are hereby rejected for noncompliance; and that County staff are authorized to pursue further procurement only upon receipt of any required ADECA approval and in compliance with applicable state law and grant requirements.

ADOPTED this 20th day of October, 2026.

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

ATTEST:

Tiffany Merriman, County Clerk

CERTIFIED TABULATION OF BIDS

STONY LONESOME OHV PARK | RTP PROJECT 25-RT-55-01

BID NO. 103 Supply and Install Security Chain Link Fencing at Stony Lonesome OHV Park

BID OPENING: Tuesday, October 13, 2026 at 2:00 PM (Central Time)

LOCATION: Cullman County Economic Development, 325 2nd St SE, Cullman, AL 35055

CONTRACTOR NAME	LICENSE #	BASE BID	BID BOND	NOTES
Liona Fence, LLC	270394	$56,200.00	Certified Check $2,810	
Parris Chain Link Fence, LLC	260359	$33,842.00	Certified Check $1,700	

Notes may include exceptions or irregularities observed at opening. Attach a continuation sheet if necessary.

CERTIFICATION

I certify that the sealed bids listed above were publicly opened and read aloud at the date, time, and location stated, and that this is an accurate tabulation of bids opened for Bid No. 103, including any exceptions noted.

CERTIFYING AGENCY - CULLMAN COUNTY ECONOMIC DEVELOPMENT

Signature

10/13/2026
Date

Director of Economic Development
Title

Matthew Kinsland
Printed Name

NOTARY PUBLIC

State of Alabama, County of Cullman

Subscribed and sworn to (or affirmed) before me on this 14th day of October, 2026,

by Matthew Kinsland.

Frances A. Montgomery
Notary Public Signature

Frances A. Montgomery
Printed Name of Notary Public

My Commission Expires: 5-19-2030

FRANCES A. MONTGOMERY NOTARY PUBLIC ALABAMA STATE AT LARGE

Opening tabulation only; does not determine responsiveness, bidder qualifications, or award.

BID FOR LUMP SUM CONTRACTS

Cullman County, Alabama
Date:
Chain Link Fencing and Installation at
Stony Lonesome
Project No. 25-RT-55-01

Proposal of Kerry Parris (hereinafter called "Bidder") a corporation, organized and existing under the laws of the State of Alabama, a partnership, or an individual doing business as: Parris Chain Link Fence, LLC

To: Cullman County Commission
325 Second Street, SE
Cullman, AL 35055

The Bidder, in compliance with your invitation for bids for materials, having examined the specifications with related documents and being familiar with all of the conditions surrounding the proposed project including the availability of materials, hereby proposes to furnish all materials and accessories and to deliver the materials in accordance with the contract documents, within the time set forth therein, and the prices stated below. These prices are to cover all expenses incurred in delivering the materials required under the contract documents, of which this proposal is a part.

The Bidder hereby agrees to commence delivery under this contract on or before a date to be specified in the written "Notice to Proceed" of the Owner and of fully complete the project within 120 consecutive calendar days thereafter as stipulated in the specifications.

Bidder agrees to provide all materials, labor, and equipment needed to perform all of the items of work described in the specifications for the sum of:

thirty three thousand, eight hundred forty two dollars $33,842.00

(Amount shall be shown in both words and figures. In the case of discrepancy, the amount show in words will govern)

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Kerry Parris 10/13/26

Contractor Date

Parris Chain Link Fence Company, LLC

25 County Road 1319, Cullman, AL 35058 • (256) 739-2460

REFERRED BY _____

TO: Cullman County Commission DATE: 10/11/26 JOB #: _____

ADDRESS: 305 Second Street SE CITY: Cullman ST/ZIP: AL 35055

PHONE: _____ LOCATION: Stoney Lonesome ATV Park

Tyler 256-290-1669

256-507-2127

SPECIFICATIONS: All work will be performed in a workmanlike manner and in acordance with standard practice. All posts set in concrete.

total height: 7' style fence: Galv Chainlink post spaced: 10' or less

knuckled gauge: (9) 11 top rail O.D. 1 5/8 SS20 line post O.D. 2" x 8' SS20

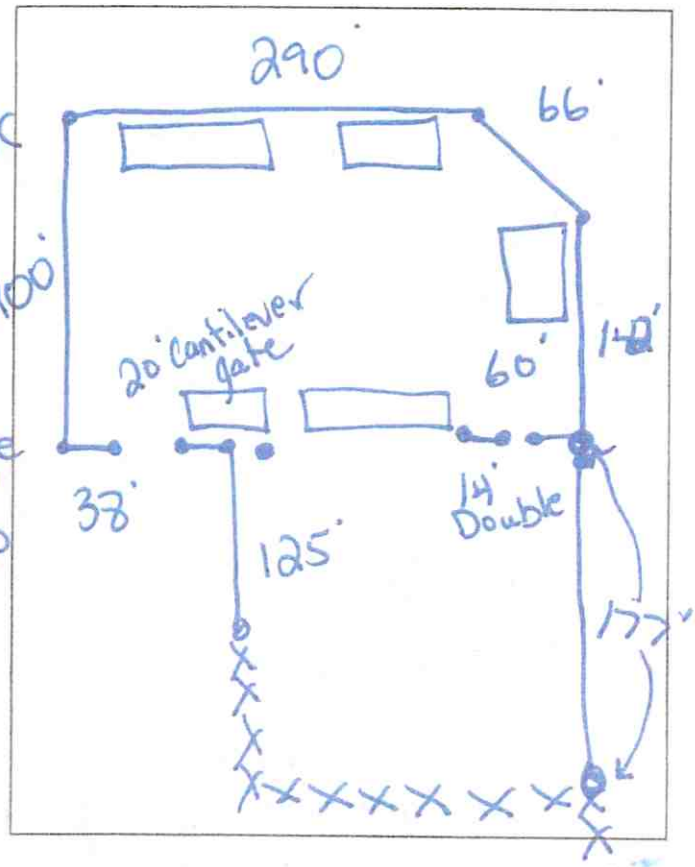
gate frame O.D. _____ Ter post O.D. 3" SS40 gate post O.D. 4" SS40

Top rail of fence to follow ground _____

Be level with lowest grade _____

Be level with highest grade _____

1098 feet 6'+1 Galv chainlink
2 Hookups
9 3" Terminal post
2 4" Gate post
1 20' Cantilever gate
1 14' Double gate
Tension wire @ bottom 7 gauge
Concrete each post
3 Strand of Barbwire on top



Total Job $33,842.00

Payment upon completion

I agree to pay Parris Fence Company the balance of this contract according to the terms specified above and upon default thereof, to pay all costs of collection, including a reasonable atttorney's fee, and waive all rights of exemption under the constitution and laws of the state of Alabama.

There will be an additional charge for removal of existing old fences and shrubs.

The undersigned customer hereby assumes full responsibility for location of the line upon which said material is to be installed and agrees to hold the company and the contractor harmless from all claims arising from question of survey of said property or location of the said lines, and from all claims for personal injury, property damage or trespass from or by means of the installation of said fence material. This is a money purchase contract. All accounts over 30 days charged 1.5% interest per month with an annual rate of 18%.

Accepted _____ Salesman _____ Date: 10/13/26

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/12/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Angie Hardman	
Knight-Free Insurance Agency 410 1st Ave. S.E. Suite 100 Cullman AL 35055	PHONE (A/C, No, Ext): (256) 734-4060	FAX (A/C, No): (256) 734-1904
	E-MAIL ADDRESS: angie@knight-freeinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Auto-Owners Insurance Co	18988
INSURED Parris Chain Link Fence, LLC 25 County Road 1319 Cullman AL 35058	INSURER B :	
	INSURER C : Alabama Home Builders SIF/Safety National Cas	15105
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:			38310692	12/09/2025	12/09/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [X]			5365615600	12/16/2025	12/16/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		27890-00/SP4067497	01/01/2026	12/31/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Installation Floater			38310692	12/09/2025	12/09/2026	$53,045	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CULLMAN COUNTY COMMISSION
500 2ND AVE SW

CULLMAN, AL 35055

Fax (256)739-3525

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE <AH> Angie Hardman

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CERTIFICATE OF NON-SEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employee any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washroom, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES:

A Certification of Non-segregated Facilities must be submitted prior to the award of a contract or subcontract exceeding $10,000, which is not exempt from the provisions of the Equal Opportunity Clause.

Certification The information above is true and complete to the best of my knowledge and belief.

Kerry Parris owner
Name and Title of Signer

(Please Print)

Kry Par
Signature

10/13/26
Date

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Certification of Compliance with the Beason-Hammon Act

State of Alabama)
County of Cullman)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by ACT 2012-491)

DATE: October 9, 2024

RE Contract/Grant/Incentive (describe by number or subject):
Stony Lonesome OHV Park Project / Project No. 25-RT-55-01 by and between
Parris Chain Link Fencing (Contractor/Grantee) and
Cullman County Commission (State Agency, Department or Public Entity

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of owner with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

   BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

   a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

   b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

   EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

✓ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

___ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;

4. The Contractor/Grantee 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.

Certified this 9th day of October 2026.

Parris Chain Link Fence, LLC
Name of Contractor/Grantee/Recipient

By: Kerry Parris - Kerry Parris

Its Owner

The above Certification was signed in my presence by the person whose name appears above, on this 9th day of October 2026.

WITNESS: Cynthia P. Childers

Cynthia P. Childers
Printed Name of Witness

CULLMAN COUNTY COMMISSION

CULLMAN COUNTY, ALABAMA

RESOLUTION NO. 2027-06

RESOLUTION AWARDING BID NO. 105

WHEREAS, the Cullman County Commission solicited sealed bids for Bid No. 105, Manufacturing and Installation of Six Metal Pole Barn Buildings, at Stony Lonesome OHV Park, under Recreational Trails Program Project No. 25-RT-55-01; and

WHEREAS, the sealed bids were publicly opened on October 13, 2026, at 2:00 p.m., at Cullman County Economic Development, 325 2nd Street SE, Cullman, Alabama, and recorded in the certified bid tabulation; and

WHEREAS, the certified bid tabulation identifies Burks Building, Inc. as the lowest bidder for Bid No. 105, in the amount of $259,000.00; and

WHEREAS, the Commission has considered the bid and recommends award subject to confirmation of responsiveness, contractor qualifications, required documentation, grant compliance, and acceptance of the proposed work specifications;

NOW, THEREFORE, BE IT RESOLVED by the Cullman County Commission that Bid No. 105 is hereby awarded to Burks Building, Inc. in the amount of $259,000.00, subject to satisfaction of the foregoing requirements and any required ADECA concurrence; and the Commission Chairman is authorized to execute the necessary contract documents upon such satisfaction.

ADOPTED this 20th day of October, 2026.

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

ATTEST:

Tiffany Merriman, County Clerk

CERTIFIED TABULATION OF BIDS

STONY LONESOME OHV PARK | RTP PROJECT 25-RT-55-01

BID NO. 105 Manufacturing and Installation of Six Metal Pole Barn Buildings at Stony Lonesome OHV Park

BID OPENING: Tuesday, October 13, 2026 at 2:00 PM (Central Time)

LOCATION: Cullman County Economic Development, 325 2nd St SE, Cullman, AL 35055

CONTRACTOR NAME	LICENSE #	BASE BID	BID BOND	NOTES
Burks Building, Inc	59832	$259,000.00	AIA 5% of Bid	
Summertown Metals, LLC	26349	$283,296.50	AIA 5% of Bid	

Notes may include exceptions or irregularities observed at opening. Attach a continuation sheet if necessary.

CERTIFICATION

I certify that the sealed bids listed above were publicly opened and read aloud at the date, time, and location stated, and that this is an accurate tabulation of bids opened for Bid No. 105, including any exceptions noted.

CERTIFYING AGENCY - CULLMAN COUNTY ECONOMIC DEVELOPMENT

Signature

10/13/2026
Date

Director of Economic Development
Title

Matthew Kinsland
Printed Name

NOTARY PUBLIC

State of Alabama, County of Cullman

Subscribed and sworn to (or affirmed) before me on this 14th day of October, 2026.

by Matthew Kinsland.

Notary Public Signature

Frances A. Montgomery
Printed Name of Notary Public

My Commission Expires: 5-19-2030

FRANCES A. MONTGOMERY NOTARY PUBLIC ALABAMA STATE AT LARGE NOTARY PUBLIC SEAL

Opening tabulation only; does not determine responsiveness, bidder qualifications, or award.

BID FOR LUMP SUM CONTRACTS

Cullman County, Alabama
Date:
Manufacturing and Installation of Metal Pole Barn Buildings at Stony Lonesome
Project No. 25-RT-55-01

Proposal of Burks Building, Inc. (hereinafter called "Bidder") a corporation, organized and existing under the laws of the State of Alabama, a partnership, or an individual doing business as:_____.

To: Cullman County Commission
325 Second Street, SE
Cullman, AL 35055

The Bidder, in compliance with your invitation for bids for materials, having examined the specifications with related documents and being familiar with all of the conditions surrounding the proposed project including the availability of materials, hereby proposes to furnish all materials and accessories and to deliver the materials in accordance with the contract documents, within the time set forth therein, and the prices stated below. These prices are to cover all expenses incurred in delivering the materials required under the contract documents, of which this proposal is a part.

The Bidder hereby agrees to commence delivery under this contract on or before a date to be specified in the written "Notice to Proceed" of the Owner and of fully complete the project within 120 consecutive calendar days thereafter as stipulated in the specifications.

Bidder agrees to provide all materials, labor, and equipment needed to perform all of the items of work described in the specifications for the sum of:

Two Hundred Fifty Nine Thousand .0/100 ($259,000.00)

(Amount shall be shown in both words and figures. In the case of discrepancy, the amount show in words will govern)

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Ezra Burks — 10/13/26

Name — Date

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Burks Building, Inc.
1430 4th St SW
Cullman, AL 35055

SURETY:
(Name, legal status and principal place of business)
National American Insurance Company
1010 Manvel Avenue
Chandler, Oklahoma 74834

OWNER:
(Name, legal status and address)
Cullman County Commission
325 Second St SE
Cullman, AL 35055

BOND AMOUNT: Five Percent of the Total Amount Bid (5% of the Total Amount Bid)

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:
(Name, location or address, and Project number, if any)
Stony Limetson OHV Park; 6 Metal Pole Barn Buildings
Project Number 25-RT-55-01
10075 Alabama Hwy 69 South
Bremen, AL 35033

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of October, 2026

(Witness)

Burks Building, Inc.
(Principal) *(Seal)*

(Title)

(Witness) Nancy Williams, Account Manager

National American Insurance Company
(Surety) *(Seal)*

(Title) Gregory Lee Bennett, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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001116

NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY

FOR BID BOND USE ONLY

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

James L. Noe, III; Charles Myers; James T. Myers; Andrew Bennett; Craig M. Whitlow; Gregory Lee Bennett; Lisa K. Wilson; Amelia L. Cain; Charlena Brockman; Morgan Willis; Darian Schrembs; Buie Williams; Parker Dalton; Zachary Bratton; Jack Disbrow; Paul Flemming; Anna Rayfield; Nolan Linkins; Samantha Debroux; Allyson Lee

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed $6,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.

NATIONAL AMERICAN INSURANCE COMPANY

W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 28th day of July, 2025, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.

Crystal Earp

Notary Public
My Commission Expires August 27, 2029
Commission #13007877

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler. Dated the 13th October 2026

R. Patrick Gilmore

R. Patrick Gilmore, Secretary

BABA Compliance Letter Template (For Bidder Use)

(Place on Bidder's Official Letterhead)
(The following text may be copied and pasted by bidders.)

[Bidder's Name] Burks Building, Inc.
[Bidder's Address] 1430 4th St SW
[City, State ZIP] Cullman, AL 35055
[Phone Number] 256-338-8264
[Website or Email] https://www.burksbuildinginc.com/

Date: 10/13/26

To:
Cullman County Commission
325 Second Street SE
Cullman, Alabama 35055

RE: Build America, Buy America (BABA) Certification
Project: Metal Buildings at Stony Lonesome – Project No. 25-RT-55-01
Bidder: Burks Building, Inc.

To Whom It May Concern:

I, the undersigned, hereby certify on behalf of **[Bidder's Company Name]**, that all iron, steel, manufactured products, and construction materials furnished and permanently incorporated into the above-referenced project will comply with the **Build America, Buy America Act (BABA)**, Public Law 117-58 §§ 70901-70927, including all applicable guidance under **2 CFR Part 184**, FHWA implementation requirements, and ADECA RTP program guidance.

Specifically, I certify that:

1. All iron and steel will be **100% melted, poured, and manufactured in the United States.**
2. All manufactured products will meet BABA requirements, including U.S. manufacturing and the **greater than 55% domestic component cost** threshold.
3. All construction materials (including non-ferrous metals, polymer-based products, glass, fiber-optic cable, lumber, engineered wood, and drywall) will be **produced in the United States.**
4. All subcontractors, suppliers, and vendors will comply with BABA requirements, and the Bidder will maintain all required documentation for a minimum of five (5) years.
5. Any request for a BABA waiver will be submitted in writing **before procurement** and in accordance with federal and ADECA procedures.

I affirm that all statements made herein are true and correct to the best of my knowledge.

[Printed Name] Ezra Burks
[Title] VP
[Bidder's Company Name] Burks Building, Inc.
Signature: Ezra Burks
Date: 10/13/26

Certification of Compliance with the Beason-Hammon Act

State of Alabama)
County of Cullman)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by ACT 2012-491)

DATE: 10/13/26

RE Contract/Grant/Incentive (describe by number or subject):
Stony Lonesome Park Project / Project No. 25-RT-55-01 by and between
Burks Building, Inc. (Contractor/Grantee) and
Cullman County Commission (State Agency, Department or Public Entity

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of Owner/ VP with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

   BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

   a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

   b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

   EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

___ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

___ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;

4. The Contractor/Grantee 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.

Certified this 13 th day of October 2026.

Burks Building, Inc.

Name of Contractor/Grantee/Recipient

By: Ezra Burks

Its Owner; VP

The above Certification was signed in my presence by the person whose name appears above, on this 13th day of October 2026.

WITNESS: 

Jackson Sessions

Printed Name of Witness

CERTIFICATE OF NON-SEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employee any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washroom, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES:

A Certification of Non-segregated Facilities must be submitted prior to the award of a contract or subcontract exceeding $10,000, which is not exempt from the provisions of the Equal Opportunity Clause.

Certification The information above is true and complete to the best of my knowledge and belief.

Ezra Burks _____ Name and Title of Signer

(Please Print)

_____ 10-14-26

Signature Date

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

Jeff Clemons
Chairman

Kerry Watson
Commissioner, District 1

Garry Marchman
Commissioner, District 2

Cullman County COMMISSION

Kelly Duke
Commissioner, District 3

Corey Freeman
Commissioner, District 4

John Bullard
County Administrator

October 26, 2026

Mr. Donnie Adams
Adams Building Company, LLC
2616 Hamilton Mt. Road
Blountsville, AL 35031

RE: Notice of Award, Stony Lonesome Project – 25-RT-55-0, ADA Manufactured Cabins

Dear Mr. Adams,

This letter is to formally notify you Cullman County Commission has evaluated the proposals submitted for the above-referenced project. We are pleased to inform you that your bid dated October 13, 2026, has been selected and approved for contract award. It was approved during the October 20, 2026, Commission meeting.

The total approved contract price for this agreement is $142,500.00. The work shall be performed in accordance with the specifications, scope of work, and terms outlined in Resolution 2027-03 and the grant agreement.

Please note, this Notice of Award is conditional upon the successful completion of the following administrative formalities within fifteen (15) calendar days from receipt of this letter:

1. Signed Contract Agreement: Please review, sign, and return the two (2) enclosed copies of the formal Service Agreement.

2. Performance and Payment Bonds: Provide the required performance bond or bank guarantee as specified in the tender documents.

3. Insurance Documentation: Submit valid proof of insurance coverage matching the project requirements.

4. Completed W-9 form

Please return an acknowledgment of this letter via email to toldacre@co.cullman.al.us to confirm your acceptance.

Be advised this letter does not authorize the commencement of work. A formal "Notice to Proceed" will be issued separately once all contract formalities are finalized.

Sincerely,

Jeff "Clem" Clemons
Cullman County Commission Chairman

500 Second Avenue, S.W., Room 105 Cullman, Alabama 35055 Phone (256) 775-4878 Fax (256) 739-3525
www.co.cullman.al.us

Jeff Clemons
Chairman

Kerry Watson
Commissioner, District 1

Garry Marchman
Commissioner, District 2

Cullman County COMMISSION

Kelly Duke
Commissioner, District 3

Corey Freeman
Commissioner, District 4

John Bullard
County Administrator

October 26, 2026

Mr. Donnie Adams
Adams Building Company, LLC
2616 Hamilton Mt. Road
Blountsville, AL 35031

RE: Notice of Award, Stony Lonesome Project – 25-RT-55-0, Manufactured Cabins

Dear Mr. Adams,

This letter is to formally notify you the Cullman County Commission has evaluated the proposals submitted for the above-referenced project. We are pleased to inform you that your bid dated October 13, 2026, has been selected and approved for contract award. It was approved during the October 20, 2026, Commission meeting.

The total approved contract price for this agreement is $356,100.00. The work shall be performed in accordance with the specifications, scope of work, and terms outlined in Resolution 2027-04 and the grant agreement.

Please note, this Notice of Award is conditional upon the successful completion of the following administrative formalities within fifteen (15) calendar days from receipt of this letter:

1. Signed Contract Agreement: Please review, sign, and return the two (2) enclosed copies of the formal Service Agreement.

2. Performance and Payment Bonds: Provide the required performance bond or bank guarantee as specified in the tender documents.

3. Insurance Documentation: Submit valid proof of insurance coverage matching the project requirements.

4. Completed W-9 form

Please return an acknowledgment of this letter via email to toldacre@co.cullman.al.us to confirm your acceptance.

Be advised this letter does not authorize the commencement of work. A formal "Notice to Proceed" will be issued separately once all contract formalities are finalized.

Sincerely,

Jeff "Clem" Clemons
Cullman County Commission Chairman

Jeff Clemons
Chairman

Kerry Watson
Commissioner, District 1

Garry Marchman
Commissioner, District 2

Cullman County COMMISSION

Kelly Duke
Commissioner, District 3

Corey Freeman
Commissioner, District 4

John Bullard
County Administrator

October 26, 2026

Mr. Ezra Burks
Burks Building, INC.
1430 4th Street SW
Cullman, Alabama 35055

RE: Notice of Award, Stony Lonesome Project – 25-RT-55-01, Metal Buildings

Dear Mr. Burks,

This letter is to formally notify you the Cullman County Commission has evaluated the proposals submitted for the above-referenced project. We are pleased to inform you that your bid dated October 13, 2026, has been selected and approved for contract award. It was approved during the October 20, 2026, Commission meeting.

The total approved contract price for this agreement is $259,000.00. The work shall be performed in accordance with the specifications, scope of work, and terms outlined in Resolution Number 2027-06 and the grant agreement.

Please note, this Notice of Award is conditional upon the successful completion of the following administrative formalities within fifteen (15) calendar days from receipt of this letter:

1. Signed Contract Agreement: Please review, sign, and return the two (2) enclosed copies of the formal Service Agreement.

2. Performance and Payment Bonds: Provide the required performance bond or bank guarantee as specified in the tender documents.

3. Insurance Documentation: Submit valid proof of insurance coverage matching the project requirements.

4. Completed W-9 form

Please return an acknowledgment of this letter via email to toldacre@co.cullman.al.us to confirm your acceptance.

Be advised this letter does not authorize the commencement of work. A formal "Notice to Proceed" will be issued separately once all contract formalities are finalized.

Sincerely,

Jeff "Clem" Clemons
Cullman County Commission Chairman

500 Second Avenue, S.W., Room 105 Cullman, Alabama 35055 Phone (256) 775-4878 Fax (256) 739-3525
www.co.cullman.al.us

Project Development Agreement

BETWEEN

Cullman County Commission **500 2nd Avenue SW Room 110** **Cullman, AL 35055**	**AND**	**Path Company, LLC** **5860 Ridgeway Parkway, Suite 200** **Memphis, TN 38120**

1. Purpose

The purpose of this Project Development Agreement (PDA) is to confirm the intent of Cullman County Commission (Customer) and Path Company, LLC (the "ESCO") to develop an energy efficiency performance contract. The PDA will provide the scope of services; the obligations of both parties; the financial metrics to be met; the intended outcomes and proposed development timeline.

2. Energy Conservation Measures & Capital Needs Identification

The ESCO will provide an audit of the Facilities identified in Exhibit A. The audit is intended to identify potential energy conservation measures, infrastructure improvements, capital needs, operational improvements, and other facility-related opportunities that may provide value to the Customer.

3. Scope of Services

The ESCO's scope of services, listed below, will consist of cost and savings calculation(s) in the form of a Project Development (PD) tool for each measure identified as viable during the PDA audit process. The ESCO will provide a lifecycle business case analysis of the proposed measures.

1. Site Assessment
   a. Conduct a walk-thru of the City's facilities and interview the owner/operator, providing a summary of any problems or needs identified.
   b. Measure key operating parameters and compare to design levels, as necessary.
   c. Review mechanical and electrical system design, age and installed conditions, maintenance practices, and operating methods.
   d. Provide a building description, including space function analysis and inventories of major energy-using equipment.
2. Energy and Financial Analysis

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a. Review available historical energy and water consumption and costs for facilities listed in Exhibit B.
b. Describe proposed measures at a level appropriate for project development, including existing conditions, anticipated improvements, potential impacts to operations and maintenance, and expected useful life, as applicable.
c. Estimate potential energy, water, maintenance, operational, and/or other quantifiable savings associated with proposed measures, where applicable.
d. Develop preliminary cost estimates and financial performance indicators for proposed measures and potential project bundles.
e. Evaluate opportunities to combine energy and water conservation measures with Customer capital and infrastructure needs.

3. Infrastructure and Capital Planning
   a. Evaluate electrical infrastructure serving the Cullman County Courthouse, including the primary electrical service and distribution equipment, for potential modernization, replacement, and reliability improvements.
   b. Review selected HVAC equipment, domestic water and plumbing infrastructure, and water conservation opportunities across Customer facilities and develop recommendations that may consider equipment age, condition, reliability, efficiency, remaining useful life, operational importance, and other relevant factors.
   c. Develop potential prioritization, phasing, bundling, and/or capital planning approaches for identified facility improvements.

The scope and level of evaluation for individual facilities, systems, and measures will be based upon available information, observed conditions, project viability, and the level of analysis reasonably necessary to support project development.

4. Deliverables

The result of the audit will include the following:

1. Detailed Historical Utility Bill Analysis for facilities listed in Exhibit B
2. Interactive Project Development (PD) Tool
   a. Identification and evaluation of potential Energy Conservation Measures (ECMs), Facility Improvement Measures (FIMs), and capital infrastructure needs.
   b. Assessment and potential replacement approach for selected Cullman County Courthouse electrical infrastructure.
   c. HVAC equipment assessment and potential capital renewal, prioritization, and/or phased replacement approach for selected County-owned facilities.

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d. Assessment of selected domestic water and plumbing infrastructure at the Cullman County Courthouse and identification of potential improvement opportunities.
e. Evaluation of potential water conservation measures at selected County-owned facilities.
f. Capital construction costs for selected measures.
g. Energy, water, maintenance, and/or operational cost avoidance projections for applicable measures.

The format, level of detail, and applicability of individual deliverables may vary based upon the nature of each measure, available information, project economics, Customer priorities, and findings developed during the PDA process.

5. Records and Data

During the study, Customer will furnish to the ESCO upon its request:

1. Accurate and complete data concerning costs, budgets, facility requirements, future plans, facility operating requirements, etc.
2. 24-36 months of actual utility bills.
3. Architectural, mechanical, and electrical drawings
4. Any other documents reasonably requested that will enable the ESCO to complete its services under the PDA.

The ESCO will provide a separate document with the required information and Customer will make reasonable efforts to provide that information within 10 business days of request.

6. Preparation of Implementation Contract

Along with the other scope of services as outlined in Section 3, will develop the framework of the subsequent agreement to implement the ECMs (the "Implementation Agreement"). The ESCO and Customer will co-develop the Implementation Agreement during the PDA. This document will vary dependent on the Customer's desired financing structure, but where possible shall be standardized the ESCO documents expedient delivery.

7. Price and Payment Terms

Customer agrees to pay the ESCO, $30,000.00 ("Agreement Price"), within 30 days after the delivery to the Customer of the documentation described in Section 4. However, Customer will have NO obligation to pay Contract Price provided that the ESCO and Customer enter into an Implementation Agreement as

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outlined in Section 6 within 30 days after the delivery to the Customer of the documentation described in Section 4, except that such Agreement Price outlined above shall be incorporated into the ESCO's costs and paid through the Implementation Agreement contract. If Customer enters an Implementation Agreement after making the payment under the PDA, Customer shall receive a one-time credit on the Implementation Agreement equal to the Agreement Price. The PDA expires upon payment by Customer.

8. Indemnity

The ESCO and the Customer agree that the ESCO shall be responsible only for such injury, loss, or damage caused by the intentional or willful misconduct or gross negligence of the ESCO. The ESCO agrees to indemnify and hold Customer, including their officers, agents, directors, and employees, harmless from all claims, demands, or suits of any kind made by a third-party including all legal costs and reasonable attorney's fees, resulting from the ESCO's intentional or willful misconduct or gross negligence.

9. Limitation of Liability

To the fullest extent permitted by law, the ESCO's liability to Customer shall be limited to the Agreement Price or available insurance proceeds, whichever is greater. To the fullest extent permitted by law, the parties waive claims against each other for consequential, indirect, incidental, punitive, or special damages arising out of the PDA, including without limitation, any loss of profits or revenues except for payment properly due under this PDA. Except as otherwise provided herein, the above limitations of liability and damages waiver will apply to all claims and damages related to the PDA, whether such claims or damages arise in contract, tort (including negligence), or otherwise; (b) survive the expiration or termination of the PDA; and (c) apply even if any limited remedy specified in the PDA is found to have failed of its essential purpose.

10. Confidentiality

The PDA creates a confidential relationship between the ESCO and Customer to the fullest extent permitted by law. Both parties acknowledge that while performing the PDA, each will have access to confidential and proprietary information ("Proprietary Information"). Proprietary Information shall mean any information of any form or characteristic designated by the disclosing Party, verbally or by writing, to be proprietary and/or confidential, or is otherwise known to the receiving Party as Proprietary Information at the time of its disclosure. Proprietary Information shall include, but is not limited to, specifications, designs, process information, technical data, marketing and business plans, vendors' names, product road maps, pricing, prototypes, toolkits, software, and/or intellectual property that the disclosing Party considers to be protected by applicable laws. Proprietary Information shall also

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include analyses, notes, abstracts, summaries or other documents prepared by the receiving Party using the Proprietary Information of the disclosing Party.

The ESCO and Customer understand that this is a confidential project and agree, to the extent permitted by law, to keep and maintain confidentiality regarding its undertaking of this project. The confidentiality requirements of the PDA expire two (2) years following the expiration of the PDA.

11. Project Development Timeline

It is the intent and commitment of all parties identified in this PDA to work diligently, and cause others under their direction to work diligently toward meeting the following timeline:

1. Signed Project Development Agreement (PDA) = ASAP
2. Execute Implementation Agreement = 30 days after the delivery to the Customer of the documentation described in Section 4

12. Miscellaneous Provisions

This PDA cannot be assigned by either party without the prior written consent of the other party. This PDA is the entire PDA between the ESCO and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the ESCO and the Customer. Any change or modification to this PDA will not be effective unless made in writing. All amendments must specifically indicate that it is an amendment, change, or modification to this PDA.

All notices to be given by either party to the other shall be in writing and must be either delivered, emailed (read receipt requested), or mailed by registered or certified mail (return receipt requested) addressed as follows:

If to the ESCO
Path Company, LLC
Attn: Rusty McLellan
5860 Ridgeway Center Parkway, Suite 200
Memphis, TN 38120
Email: Rusty.McLellan@sitelogiq.com
cc:legal@sitelogiq.com

If to Customer
Cullman County Commission
Attn: Shane Bailey
500 2nd Avenue SW Room 110
Cullman, AL 35055
Email: sbailey@co.cullman.al.us

Customer agrees and confirms that neither the ESCO nor its employees have made any political promises to Customer employees, elected officials, and/or related parties that influenced the selection

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of the ESCO as the provider of this PDA. This document represents the business intent of both parties and should be executed by the parties who would ultimately be signatory to a final agreement.

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IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed the PDA, effective as of the date first above written.

Path Company, LLC		**Cullman County Commission**	
By:	Rusty McClellan	By:	Jeff "Clem" Clemons
Signature:		Signature:	
Title:	President	Title:	Chairman
Date:	10/21/26	Date:	10/20/26

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Exhibit A

APPLICABLE FACILITIES

Building	Address	Area
COUNTY COURTHOUSE	500 2nd Avenue Southwest	78,000
BOARD OF EDUCATION OFFICE	402 Arnold Street Northeast	30,000
VICTIM SERVICES	310 3rd Avenue Northeast	7,800
COUNTY HEALTH DEPARTMENT	601 Logan Avenue Southeast	10,000
Cullman County Agricultural Trade Center	2423 2nd Avenue Northwest	14,000
GRADING SHED	2423 2nd Avenue Northwest	1,500
AG BARN	2423 2nd Avenue Northwest	4,000
WATER DEPARTMENT OFFICE	2051 2nd Avenue Southwest	3,500
WATR DEPARTMENT SHOP	2051 2nd Avenue Southwest	4,000
EAST SIDE GARAGE BUILDING	2883 Highway 69 North	7,000
WEST SIDE OFFICE	3190 County Road 438	2,840
SMITH LAKE HOUSE	1536 Sportsman Lake Drive	1,800
CONCESSION	1536 Sportsman Lake Drive	1,200
Maint Bldg	1536 Sportsman Lake Drive	960
SENIOR CENTER	Sportsman Lake Road Northwest	1,872
CLARKSON HOUSE	1240 County Road 1043	1,800
NOVELTY SHOP	1240 County Road 1043	200
SMITH LAKE HOUSE	416 County Road 385	1,500
FRONT OFFICE	416 County Road 385	900
SMITH LAKE CONCESSIONS	416 County Road 385	1,000
SMITH LAKE CABIN #1	416 County Road 385	231
SMITH LAKE CABIN #2	416 County Road 385	231
SMITH LAKE CABIN #3	416 County Road 385	231
SMITH LAKE CABIN #4	416 County Road 385	432
SMITH LAKE CABIN #5	416 County Road 385	336
SMITH LAKE CABIN #6	416 County Road 385	336
SMITH LAKE CABIN #7	416 County Road 385	288
SMITH LAKE CABIN #8	416 County Road 385	288
SMITH LAKE CABIN#9	416 County Road 385	288
SANITATION DEPARTMENT	Highway 69	6,500

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COMMUNITY CENTER	County Road 663	1,500
COLONY SENIOR CENTER	12980 AL-91	1,550
CRANE HILL SENIOR CENTER	15140 County Road 222	3,000
BREMEN COMMUNITY CENTER	County Road 110	800
COMMUNITY CENTER BEAT 8	County Road 15	1,500
JAIL/JUVENILE DETENTION	1900 Beech Avenue	87,000
GARAGE BUILDING	6451 County Road 4990	4,000
NEW CANAAN CO	2506 US Highway 231	2,500
OFFICE BUILDING	1950 Beech Avenue. Southeast	2,300
ROAD DEPARTMENT OFFICE	2883 Highway 69 North	9,600
WATER DEPARTMENT-EMA	2020 Beach Avenue, Southeast	12,000
ENVIRON CENTER	10075 Highway 69 South	2,304
OFFICE BUILDING	325 2nd Street Southeast	8,000
ROAD DEPARTMENT GARAGE	6451 County Road 490	14,500
Cullman County EMA	1096 23rd Street	19,852
OHV Park Cabin 1	10075 Highway 69 South	510
OHV Park Cabin 2	10075 Highway 69 South	510

Facilities may be added or removed from this list based on the ESCO's findings, changing Customer priorities, observed conditions, project viability, and mutual agreement of the parties.

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Exhibit B

APPLICABLE FACILITIES TO RECEIVE UTILITY CONSUMPTION AND BILLING ANALYSIS

Occupancy	Location	Area
COUNTY COURTHOUSE	500 2nd Avenue Southwest	78,000
BOARD OF EDUCATION OFFICE	402 Arnold Street Northeast	30,000
VICTIM SERVICES	310 3rd Avenue Northeast	7,800
COUNTY HEALTH DEPARTMENT	601 Logan Avenue Southeast	10,000
Cullman County Agricultural Trade Center	2423 2nd Avenue Northwest	14,000
WATER DEPARTMENT OFFICE	2051 2nd Avenue Southwest	3,500
WATR DEPARTMENT SHOP	2051 2nd Avenue Southwest	4,000
EAST SIDE GARAGE BUILDING	2883 Highway 69 North	7,000
WEST SIDE OFFICE	3190 County Road 438	2,840
SENIOR CENTER	Sportsman Lake Road Northwest	1,872
SANITATION DEPARTMENT	Highway 69	6,500
COMMUNITY CENTER	County Road 663	1,500
COLONY SENIOR CENTER	12980 AL-91	1,550
CRANE HILL SENIOR CENTER	15140 County Road 222	3,000
JAIL/JUVENILE DETENTION	1900 Beech Avenue	87,000
GARAGE BUILDING	6451 County Road 4990	4,000
OFFICE BUILDING	1950 Beech Avenue. Southeast	2,300
ROAD DEPARTMENT OFFICE	2883 Highway 69 North	9,600
WATER DEPARTMENT-EMA	2020 Beach Avenue, Southeast	12,000
ENVIRON CENTER	10075 Highway 69 South	2,304
OFFICE BUILDING	325 2nd Street Southeast	8,000
ROAD DEPARTMENT GARAGE	6451 County Road 490	14,500
Cullman County EMA	1096 23rd Street	19,852

Facilities may be added or removed from this list based on the ESCO's findings, changing Customer priorities, observed conditions, project viability, and mutual agreement of the parties.

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PAVING AGREEMENT

This Paving Agreement (this "**Agreement**") is entered into as of this 30th day of October, 2026, by and between:

CULLMAN COUNTY, ALABAMA, (the "**County**"), a political subdivision of the State of Alabama, organized and existing pursuant to the laws of the State of Alabama, located in Cullman County, Alabama;

and

R&D Lake Properties LLC ("**R&D**"), an individual, whose address is: _____ _____, .

The County and R&D are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS

WHEREAS, Cullman County is a political subdivision of the State of Alabama organized and existing pursuant to the laws of the State of Alabama, and the Cullman County Road Department is charged with the construction, maintenance, and improvement of county roads within Cullman County; and

WHEREAS, County Road 102 is a public county road located within Cullman County, Alabama, and subject to the jurisdiction and maintenance authority of the Cullman County Road Department; and

WHEREAS, R&D is the owner of certain real property adjoining or otherwise benefiting from a portion of County Road 102 and desires that the County pave a portion of County Road 102 as more particularly described herein; and

WHEREAS, the County has agreed to perform the paving work described herein upon the terms and conditions set forth in this Agreement, including receipt of the financial contribution required of R&D; and

WHEREAS, R&D has agreed to make a financial contribution to the County in the amount of **Ninety-Six Thousand and No/100 Dollars ($96,000.00)** toward the cost of the paving work, and further agrees to be solely responsible for the costs of any and all utility relocations necessitated by the paving work;

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

SECTION 1 – SCOPE OF WORK

1.1 Paving Obligation. The County agrees to pave the unpaved portion of County Road 102 from County Road 101 to the paved portion of the subdivision the Bluffs at Brushy Pond in accordance with applicable Cullman County Road Department standards and specifications.

1.2 County Discretion. The County shall determine the method, manner, means, equipment, materials, and scheduling of all paving work in its sole and reasonable discretion, consistent with standard county road construction practices.

1.3 County-Provided Resources. The County shall provide all labor, equipment, and materials necessary to complete the paving work, except as otherwise provided herein.

1.4 Conditions Precedent to Commencement. The County's obligation to commence or complete the paving work is contingent upon:

a. receipt of the full $96,000.00 payment from R&D as set forth in Section 2 of this Agreement;

b. availability of County equipment, personnel, and resources; and

c. satisfactory completion of any required utility relocation work at R&D's expense as set forth in Section 3 of this Agreement.

1.5 Completion Date. The County agrees to complete all paving by October of 2027, but shall not be liable for delays caused by weather, force majeure, unavailability of materials, or other circumstances beyond its reasonable control.

1.6 County Authority. The County retains all authority over the design, specifications, and construction standards applicable to the paving work. Nothing in this Agreement shall be construed to limit or restrict the County's sovereign authority over County Road 102 or any other public road within Cullman County.

1.7 Title to Improvements. All improvements made pursuant to this Agreement shall, upon completion, become the property of Cullman County and shall be subject to the County's jurisdiction, maintenance, and control.

SECTION 2 – PAYMENT

2.1 Amount. In consideration of the County's agreement to perform the paving work, R&D shall pay to the County the sum of **Ninety-Six Thousand and No/100 Dollars ($96,000.00)**.

2.2 Payment Terms. The $96,000.00 payment shall be made in full prior to the County commencing any paving work. Payment shall be made by certified check, cashier's check, or other immediately available funds made payable to **"Cullman County Commission"** or as otherwise directed in writing by the County.

2.3 Time of the Essence. Time is of the essence with respect to payment. In the event R&D fails to tender the full $96,000.00 within thirty (30) days of written demand by the County, the County may, at its sole discretion, terminate this Agreement without further obligation to R&D.

2.4 Non-Refundability. The $96,000.00 payment is non-refundable once paving work has commenced, except in the event of the County's material breach of this Agreement.

2.5 Application of Payment. The County shall apply the $96,000.00 payment toward the costs of the paving work, including but not limited to labor, materials, and equipment. To the extent actual paving costs exceed $96,000.00, the County shall bear such additional costs, and to the extent actual paving costs are less than $96,000.00, the County shall retain the balance for road department purposes unless otherwise required by applicable law.

SECTION 3 – UTILITY RELOCATIONS

3.1 Acknowledgment of Utility Conflicts. R&D expressly acknowledges and agrees that the paving of the portion of County Road 102 described herein may necessitate the relocation, adjustment, protection, or modification of existing utility lines or infrastructure within or adjacent to the paving area.

3.2 R&D's Responsibility. R&D shall be solely responsible for the identification, coordination, and payment of all costs associated with any and all utility relocation work necessitated by the paving, including but not limited to costs charged by electric, gas, telephone, cable, water, sewer, or any other utility provider.

3.3 Pre-Commencement Coordination. R&D shall, prior to commencement of paving work, coordinate with all applicable utility providers to identify potential conflicts and arrange for any necessary relocation of utilities, and shall provide the County with written confirmation from all affected utility providers that all required utility relocation work has been completed or that no relocation is necessary.

3.4 County's Right to Withhold Commencement. The County shall have no obligation to commence paving work until R&D has provided the written confirmation described in Section 3.3 and the paving area is clear of all utility conflicts.

3.5 Unforeseen Utility Conflicts. In the event utility relocation costs are incurred after commencement of paving work due to unforeseen utility conflicts, R&D shall remain solely responsible for all such costs and shall indemnify and hold harmless the County from any claims, costs, damages, or expenses arising from such utility relocation work.

3.6 Compliance with Alabama Law. R&D shall comply with all requirements of the Alabama Underground Damage Prevention Authority Act, Ala. Code § 37-15-1, *et seq.* (as amended), and all applicable utility notification and coordination requirements under state and local law.

SECTION 4 – REPRESENTATIONS AND WARRANTIES

4.1 County's Representations. The County represents and warrants that it has the authority to enter into this Agreement pursuant to applicable Alabama law, including Ala. Code §§ 11-3-1 *et seq.*, and that the appropriate County officials have authorized the execution of this Agreement.

4.2 R&D's Representations. R&D represents and warrants that he has full legal capacity and authority to enter into this Agreement, that he is the owner or authorized representative of property benefiting from the paving work, and that all information provided to the County in connection with this Agreement is accurate and complete to the best of his knowledge.

SECTION 5 – INDEMNIFICATION

5.1 Indemnification by R&D. To the fullest extent permitted by law, R&D shall indemnify, defend, and hold harmless Cullman County, the Cullman County Road Department, and their respective commissioners, officers, employees, agents, and representatives from and against any and all claims, demands, suits, actions, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

a. R&D's breach of any representation, warranty, covenant, or obligation under this Agreement;

b. any utility relocation work required or performed in connection with the paving; or

c. any act or omission of R&D or his agents, contractors, or representatives in connection with this Agreement.

SECTION 6 – SOVEREIGN IMMUNITY AND LIMITATION OF LIABILITY

6.1 Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of Cullman County's sovereign immunity.

6.2 Limitation of Liability. The County shall not be liable to R&D or any third party for any indirect, incidental, consequential, special, or punitive damages arising out of or related to this Agreement or the paving work.

6.3 Claims Against the County. Any claim against the County must be brought in accordance with applicable Alabama law governing claims against county governments, including all applicable statutes of limitations and notice requirements.

SECTION 7 – GOVERNING LAW; VENUE

7.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to any conflict-of-laws principles.

7.2 Venue. Any dispute arising under or in connection with this Agreement shall be brought exclusively in the Circuit Court of Cullman County, Alabama, or the United States District Court for the Northern District of Alabama, and the Parties hereby consent to the personal jurisdiction of such courts for purposes of any such dispute.

SECTION 8 – APPROPRIATIONS / FISCAL YEAR LIMITATION

8.1 Subject to Appropriation. This Agreement is subject to the availability of appropriated funds. The County's obligations hereunder are contingent upon appropriation, allocation, and availability of funds for such purposes in accordance with applicable Alabama law. The County shall have no liability to R&D in the event funds are not appropriated for the paving work, provided the County provides written notice of such non-appropriation to R&D in accordance with Section 10 of this Agreement.

SECTION 9 – TERM AND TERMINATION

9.1 Term. This Agreement shall become effective on the date it is fully executed by both Parties and shall remain in full force and effect until the paving work is completed or the Agreement is otherwise terminated as provided herein.

9.2 Termination for Convenience. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party; provided, however, that R&D shall remain obligated for any utility relocation costs incurred prior to the effective date of termination; and provided further that, if work has commenced, the $96,000.00 payment shall be non-refundable.

9.3 Termination for Cause. The County may terminate this Agreement immediately upon written notice to R&D in the event of R&D's material breach of this Agreement, including without limitation the failure to pay the full $96,000.00 when due or the failure to complete required utility relocation work.

SECTION 10-No Preferential Treatment; County Discretion Over Road Maintenance and Paving Priority

10.1 No Preferential Treatment. This Agreement does not entitle R&D, or any property owner adjoining or benefiting from County Road 102, to any preferential treatment with respect to the scheduling, sequencing, timing, or prioritization of paving work on County Road 102 or any other public road within Cullman County. The County's agreement to perform the paving work described herein shall not be construed as a commitment to prioritize County Road 102 over any other road on the County's paving list or schedule.

10.2 Paving List Priority. County Road 102 shall not be paved before other roads that appear ahead of it on the Cullman County Road Department's then-current paving list or schedule solely by reason of this Agreement or R&D's financial contribution. The sequencing and scheduling of all paving work shall remain within the sole and absolute discretion of the Cullman County Road Department, consistent with applicable law and the County's standard road improvement practices.

10.3 Maintenance on Equal Basis. Following completion of the paving work, County Road 102 shall be maintained by the Cullman County Road Department in the same manner and to the same standards as other similarly situated county roads within Cullman County. This

Agreement does not entitle R&D or any other person to enhanced, priority, or accelerated maintenance service on County Road 102 beyond that which the County provides to county roads generally.

10.4 County Discretion Over Maintenance. All decisions regarding the maintenance, repair, resurfacing, and upkeep of County Road 102 following the completion of the paving work described herein shall be made at the sole discretion of the Cullman County Road Department. The County retains full authority to determine the timing, method, scope, and priority of any maintenance activities on County Road 102, without obligation to R&D or any other private party.

10.5 No Private Right of Enforcement. Nothing in this Agreement shall be construed to create any private right of action in favor of R&D or any other person to compel, enjoin, or otherwise enforce any particular schedule, priority, or standard of maintenance with respect to County Road 102. All rights of the County with respect to the management and maintenance of its public roads are hereby expressly reserved.

SECTION 11 – NOTICES

11.1 Form of Notice. All notices required or permitted under this Agreement shall be in writing and shall be deemed duly delivered when delivered by hand, certified mail (return receipt requested), or overnight courier to the addresses set forth below:

If to the County:

Cullman County Road Department, 500 Second Avenue, SW, Room 105, Cullman, Alabama 35055

Attn: Road Department Engineer

If to R&D:

R&D Lake Properties LLC, _____

Either Party may change its notice address by providing written notice to the other Party in accordance with this Section.

SECTION 12 – GENERAL PROVISIONS

12.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, understandings, or agreements, whether oral or written, relating to the subject matter hereof.

12.2 Amendments. This Agreement may not be amended, modified, or supplemented except by a written instrument duly executed by authorized representatives of both Parties.

12.3 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable under applicable law, such provision shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable, and the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

12.4 Waiver. The failure of either Party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that Party's right to enforce such provision or any other provision thereafter. No waiver shall be effective unless made in writing and signed by the waiving Party.

12.5 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective permitted successors and assigns. Nothing herein shall create, or be deemed to create, any third-party beneficiary rights in any person or entity not a party to this Agreement.

12.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic or facsimile signatures shall be deemed originals for all purposes.

12.7 Authority. Each Party represents and warrants that the person executing this Agreement on its or his behalf has full authority to do so and to bind such Party to the terms and conditions hereof.

12.8 Public Records. The Parties acknowledge that this Agreement, as a contract of a county government of the State of Alabama, may be subject to disclosure under the Alabama Open Records Act, Ala. Code § 36-12-40, *et seq.*, and applicable public records laws.

12.9 Captions. Section headings and captions contained in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

12.10 Construction. This Agreement has been negotiated by the Parties and their respective counsel, and shall not be construed more strictly against either Party as the drafter hereof. The Parties acknowledge that they have had adequate opportunity to review and negotiate the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the date first written above.

Witness:

CULLMAN COUNTY:

JEFF CLEMONS, CHAIRMAN

Witness:

RONNIE SOLLEY
R&D LAKE PROPERTIES LLC

City of Hanceville
112 Main Street SE
Hanceville, AL 35077
Phone 256-352-9830 Fax 256-352-1200

Total Due $30,000.00

INVOICE #5463
DATE: OCTOBER 21, 2026

TO:
Cullman County Commission
500 2nd Ave SW, RM 105
Cullman, AL 35055

FOR:
Mudd Creek Clean up 2026

DESCRIPTION	AMOUNT
Mudd Creek Clean-up October 7th – October 21st	
13 Employees, Equipment & Fuel @ $60.00 per hour. Total cost to City of Hanceville	**$60,000.00**
City of Hanceville half	$30,000.00
Cullman Co Commission half	$30,000.00
TOTAL	$30,000.00

Make all checks payable to: City of Hanceville
Payment is due within 30 days.
If you have any questions concerning this invoice, contact Rusty Fields at 256-636-1407

Recorded In: DEED Book: 790 Page: 670
Recorded: 10/30/2026 3:23 PM
Tammy Brown, Probate Judge
Cullman County, Alabama
Inst Num: 413318 - 2 Pages
Total Fees:$8.00
- NO TAX COLLECTED
Total:$8.00

STATE OF ALABAMA)
CULLMAN COUNTY)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that in consideration of Sixty Thousand Dollars ($60,000.00) and other good and valuable consideration to the undersigned grantor in hand paid by the grantee herein, the receipt whereof is acknowledged, I, Sharon Kimbrel Deck (aka Sharon Deck), a married woman, of 6 Rollingwood, Tuscaloosa, AL 35406 (herein referred to as grantor) do grant, bargain, sell and convey unto Cullman County Commission of 500 2nd Ave SW, Cullman, AL 35055 (herein referred to as grantee) in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated in Cullman County, Alabama, to-wit:

A parcel of land located in the SE ¼ of the NE ¼ of Section 32, Township 9 South, Range 2 West, Huntsville Meridian, Cullman County, Alabama, and being more particularly described as commencing and beginning at a found concrete monument purported to be and being used as the southwest corner of said quarter-quarter; thence from the point of beginning North 00°13'20" East 286.30 feet to a capped iron pin set; thence North 89°45'34" East 771.25 feet to a found concrete monument on the right of way of Alabama State Highway 69; thence along said right of way South 25°27'26" West 177.59 feet to a point in a curve to the right having a radius of 1583.09 feet, a chord bearing of South 29°20'07" West, and a chord length of 143.32 feet; thence continue along said right of way an arc length of 143.37 feet to a capped iron pin found; thence departing said right of way South 89°36'42" West 625.82 feet to the point of beginning and containing 4.60 acres, more or less.
Description according to survey of H. Alan Kimbrough, AL Reg. No. 21780, dated October 6, 2026.
Source of Title: Deed Book 462, Page 340 and Deed Book 728, Page 851.

The address of the property is (no 911 address) Alabama Highway 69 N, Cullman, AL 35058

TO HAVE AND TO HOLD to the said grantee in fee simple forever, together with every contingent remainder and right of reversion.

And the grantor does individually and for the heirs, executors, and administrators of the grantor covenant with the said grantee, its successors and assigns, that the grantor is lawfully seized in fee simple of said premises; that said premises are free from all encumbrances, unless otherwise noted above; that the grantor has a good right to sell and convey the said premises; that the grantor and the heirs, executors and administrators of the grantor shall warrant and defend the said premises to the grantee, its successors and assigns forever against the lawful claims of all persons.

In witness whereof, the grantor has executed this conveyance on this the 30th day of October, 2026.

Sharon Kimbrel Deck
Sharon Kimbrel Deck

STATE OF ALABAMA)
)
CULLMAN COUNTY)

ACKNOWLEDGMENT

I, Mark O. South, a Notary Public in and for said county, in said State, hereby certify that Sharon Kimbrel Deck, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of October, 2026.

Notary Public
My commission expires: 3/12/28

THIS INSTRUMENT PREPARED BY:
Mark O. South, Attorney at Law
1207 1st Avenue SW
Cullman, Alabama 35055
256-734-3800

SEND TAX NOTICE TO:
500 2nd Ave. SW
Cullman, AL 35055

MARK O. SOUTH
NOTARY PUBLIC
MY COMMISSION EXPIRES
03-12-2028
ALABAMA STATE AT LARGE

2026 Amended Rules of Procedure
Cullman County Commission

I. Scope of Rules.

A. The following Rules of Procedures were duly adopted by the Cullman County Commission as required by the Alabama Open Meetings Act (Act 2005-40) and shall govern the conduct of the meetings of the County Commission beginning on the 30th day of September 2005.

B. The following Rules of Procedure may be amended by affirmative vote of a majority of the members of the Commission. Provided; however, such changes in the Rules of Procedure shall not take effect until the next regular meeting of the Commission following the adoption of such change.

II. Access to Meeting Facilities.

A. Meetings Open to Public. All regular meetings of the Commission shall be open to the public as required by the Alabama Open Meetings Act (Act 2005-40).

B. Accessibility. All regular meetings of the Commission will be conducted in a building which is open to the public.

C. Signs, Placards, Banners. For public safety purposes, no signs or placards mounted on sticks, posts, poles, or similar structures shall be allowed in County Commission meeting rooms. Other signs, placards, and banners shall not disrupt meetings or interfere with others' ability to observe the meeting.

D. Weapons. For public safety purposes, the County Commission may establish rules for the removal of weapons from inside the meeting chamber.

III. Quorum.

A. Quorum. A majority of the members of the Commission shall constitute a quorum. No ordinance, resolution, policy, or motion shall be voted on and approved by the Commission unless a quorum is present in the meeting chamber while the vote is taken and the matter is approved by an affirmative vote of the majority of the members present and voting, unless otherwise required by Alabama law.

B. Remaining in Chamber. During a Commission meeting, Commissioners should remain in the chambers at all times unless an emergency or illness should occur. A member of the Commission who leaves the meeting chamber shall not be included in the determination of quorum.

C. Abstaining from Voting. Any member of the Commission who is present in the meeting chamber may, when he or she determines it to be necessary, abstain from voting or otherwise participating in the proceedings related to a particular matter. Such Commissioner who abstains but remains in the chamber shall be deemed to be present for the purpose of constituting a quorum but he or she shall not be deemed to be "present and voting" for the purpose of determining whether a motion has received an adequate number of affirmative votes for passage.

D. Loss of Quorum. In the event that at a commissioner departs a Commission meeting prior to adjournment, and the departure causes a loss of quorum, no further official action may be taken until or unless a quorum is restored, except to vote on a motion to adjourn. If, after a reasonable time not to exceed 15 minutes, the Commission still lacks a quorum of its members, the meeting shall be automatically adjourned.

E. Failure to Obtain Quorum. Should no quorum attend within 30 minutes after the time appointed for the beginning of the meeting of the Commission, the Chair or the Vice Chair, or in their absence, another Commissioner, in order of seniority, shall announce that no quorum was present and that the meeting is cancelled. The names of the members present for the meeting shall be recorded in the minutes of the next meeting of the Commission.

IV. Presiding Officer.

A. Chair. The Presiding Officer is the Chair of the County Commission. The Chair presides at all meetings of the Commission. The Chair's responsibilities shall include, but not be solely limited to:
   1. Open the meeting, ascertain that a quorum is present at the appropriate time and call the meeting to order, if a quorum is present.
   2. Announce the business to come before the Commission, in accordance with the prescribed order of business.
   3. Recognize all Commissioners, the County Administrator, the County Engineer, and the County Attorney, who seek the floor pursuant to these procedures. All questions and comments are to be directed through the

Chair and restated by him or her. The Chair shall normally repeat every motion and state every question coming before the Commission except when he or she determines that it has been sufficiently stated, call for the vote and announce the decision of the Commission on all matters coming before it.

4. Preserve decorum and order, and in case of disturbance or disorderly conduct in the Commission chambers, may cause the same to be cleared or cause any disruptive individual or be removed.
5. Call to order any member of the Commission who violates any of these procedures.
6. Expedite business in every way compatible with the rights of the members.
7. Remain objective. The Chair must remain objective and may only make a motion, second a motion or vote as provided in the Rules of Procedures.
8. Declare the meeting adjourned when the Commission so votes, when a quorum is no longer present or at any time in the event of an emergency affecting the safety of those present.

B. Vice Chair. In the absence of the Chair or in the event of the Chair's inability to serve, the Vice Chair (or other member designated by local law) shall perform the duties and functions of the Chair until the Chair's return. The Commission shall establish its own procedures for the election of a Vice Chair, provided that any such election of a new Vice Chair shall not take effect until the next regular meeting of the Commission.

V. Order of Business.

A. Official Agenda. There shall be an official agenda for every meeting of the Commission, including special and emergency meetings. As required by Alabama Law, the official agenda for special and emergency meetings shall include only those items necessitating the holding of the special or emergency meeting.

The agenda for regularly scheduled meetings shall identify the items to be considered and determine the order of business to be conducted at the meeting. All proceedings and the order of business at all meetings of the Commission shall be conducted in accordance with the official agenda. This agenda shall be established prior to each meeting under the procedures to be adopted by the County Commission. Such procedures may include the conducting of an "administrative" or "agenda-setting" meeting prior to the Commission's regular meeting. These procedures may be amended or altered by the County Commission, but such changes shall not take effect until the next regularly scheduled meeting of the County Commission.

B. Agenda Format for Regularly Scheduled Meeting. The official agenda for a regularly scheduled Commission meeting shall be in substantially the form set forth below:

1. Call to Order, Welcome
2. Public Comment from Citizens. Such comment shall be limited to 3-minutes per speaker and no more than two speakers may be heard on the same subject as provided elsewhere in the Rules and Procedures.
3. Public Comment from Other Elected Officials.
4. Call of Roll to Establish Quorum, Invocation, and Pledge of Allegiance
5. Awards and Presentations
6. Consent Agenda
7. New Business
8. Reports from Staff:
    a. County Administrator
    b. County Engineer
    c. County Attorney
    d. Other
9. Old Business
10. Any Scheduled Public Hearings
11. Discussion Items by Commissioners. Discussion items may only be acted upon by affirmative vote of all commissioners in attendance.
12. Adjourn

C. Consent Agenda. On the portion of the agenda designated as "Consent" all items contained therein may be voted on with one motion. Consent items are only those items considered to be routine in nature, non-controversial and that do not deviate from past Commission direction or policy. However, any member of the Commission, including the Chair, may withdraw an item from the consent agenda, provided that such withdrawal is declared at least one (1) hour before the beginning time of the meeting. An item removed from the "Consent" agenda as provided herein shall be moved to the "New Business" portion of the agenda and it shall then be considered individually.

D. Public Comment from Citizens and Other Elected Officials. Citizens and other elected officials who wish to be heard by the Commission shall be afforded such opportunity during the portion of the meeting so designated. The comment shall conform to the requirements of decorum and order that apply to the members of the commission and the Chair shall take whatever steps are necessary

(including the removal of any citizen or other elected official) to preserve such decorum and order. Comments shall be addressed to the County Commission and shall not include any personal or other comments addressed at any member of the County Commission or commission employee. There shall be no debate and no action by the County Commission during this portion of the agenda.

E. New Business. New Business items are items of a general nature that require Commission action or pertain to Commission policy. Items of New Business that are neither approved or defeated by action of the Commission shall be considered under Old Business at the next regular meeting of the Commission.

F. Reports from Staff. The senior staff members shall make reports to the County Commission as directed by the Chair or by majority vote of the commission. The Commission may, by majority vote of those members in attendance at the meeting, take action on any items contained in the report of the staff members.

G. Old Business. Any item which was included on the "new Business" portion of the previous meeting, but was not approved, defeated or tables by majority vote of the members of the County Commission present and voting. Motions postponed or carried over to a day certain shall be included on the agenda under "Old Business' on the next regular meeting following the conclusion of the time for which the motion was postponed or carried over.

H. Scheduled Public Hearings. The County Commission may conduct any public hearings during this portion of the commission meeting. Any notice required by law prior to the conduct of the public hearing shall be given by the County Commission.
Individual speakers are required to adhere to a three (3) minute time limit when speaking on issues scheduled for public hearing. The Commission may, by majority vote, either extend or reduce time limits, based on the number of speakers. The comment shall conform to the requirements of decorum and order that apply to the members of the commission and the Chair shall take whatever steps are necessary (including the removal of any citizen or other elected official) to preserve such decorum and order. Comments shall be addressed to the County Commission and shall not include any personal or other comments addressed at any member of the County Commission or commission employee.

I. Discussion Items by Commissioners. On the portion of the agenda designated as "Discussion Items by Commissioners, "no assignments shall be given to the County Administrator, County Engineer, County Attorney, or other staff members without the affirmative vote of the majority of the members of the Commission present and voting. The Commission shall take no action on an item raised during this discussion portion of the agenda unless such is accomplished through a motion adopted by an affirmative vote of all members of the Commission present at the meeting.

J. Departure from Order of Business. Any departure from the order of business set forth in the official agenda shall be made only upon affirmative vote of all the members of the Commission present at the meeting.

K. Additions, Deletions, or Technical Corrections to Agenda. Deletions or technical corrections to the agenda may be considered by the Commission and adopted by the passage of a single motion approved by majority vote of those members in attendance at the meeting. Additions to the agenda shall only be made by affirmative vote of all the members of the Commission present at the meeting.

L. Announcing Agenda Items. The Chair shall announce each item on the agenda. The County Administrator, County Engineer, County Attorney, or other appropriate staff member shall then be called to present the item to the Commission, when appropriate.

VI. Rules of Debate.

A. Decorum.
   1. Every Commissioner desiring to speak should address the Chair, and upon said recognition by the Chair, should confine discussion to the question under debate, avoiding all personalities and unprofessional language.
   2. Commissioners shall refrain from: attacking a member's motives, speaking on a prior motion not pending, speaking while the Chair or other Commission member are speaking, speaking against their own motions, and disturbing the Commission.
   3. A member once recognized should not be interrupted when speaking unless said member is being called to order. The member should then cease speaking until the question of order is determined, without debate, by the Chair. If in order, said member shall be at liberty to proceed.

4. A member shall be deemed to have yielded the floor when he or she has finished speaking. A member may claim the floor only when recognized by the Chair.

B. Motions.
   1. A motion and second to the motion is to precede any action or debate on an agenda matter unless there are speakers (who are not members of the Commission) to be heard on the agenda matter.
   2. All motions shall be made and seconded before debate may proceed.
   3. When a motion is presented and seconded, it is under consideration and no other motion shall be received thereafter, except motions to adjourn, to lay on the table, to postpone, to carry over, to substitute, or to amend which shall have preference in the order in which they are listed.
   4. Motions to "lay on the table" are made to end debate on a matter and to "remove" it from consideration by the body. The adoption of a motion to "lay on the table" has the effect of defeating the original motion and that item shall not be considered again during the same meeting unless a motion to "reconsider" is adopted as provided herein.
   5. Motion to "postpone" or "carry over" must be made by stating the date or time for which the item shall be postponed or carried over. Should such a motion to adopted, the matter will be back before the commission under "Old Business" at the first regular meeting of the Commission following the expiration of the time for which it was postponed or carried over.
   6. Motions to "substitute" or "amend" a motion are used to make changes or revisions in the original motion. Such motions are made only after the original motion has received a second but prior to the adoption of the original motion. If the motion to "substitute" or "amend" is approved, the Commission then must then take a second vote to approve the motion "as substituted" or "as amended", as the case may be.
   7. Any Commissioner may move to close, or end, debate and "move the question" on the motion being considered. This motion to "move the question" shall be non-debatable. A successful vote on the motion to "move the question" will end discussion of the item and a vote on all pending motions shall be taken immediately without the offering of any other motions. The Commissioner moving the adoption of the original motion shall have the privilege of making closing remarks) of not more than one minute unless granted longer by the chair) before the vote on the motion to "move the question" is taken.
   8. The following motions are not debatable and must be voted upon without debate: to adjourn; to lay on the table, and to move the question.

C. Motions to Amend.

An amendment to a motion must be germane, that is, it must relate to the substance of the main motion. An amendment may not introduce an independent question, and an amendment may not serve as the equivalent of rejecting the original motion. A Commissioner may amend the main motion in either of the following two ways:

1. By Consent of the Members. The Chair, or another Commissioner through the Chair, may ask for certain changes to be made to the main motion. If there are no objections from the maker of the motion, the motion shall stand as amended.
2. Formal Amendment. An amendment may be presented formally by moving to amend the motion in some way. If it is in the form of a formal motion to amend, a second shall be required, and discussion shall follow on the amendment. If an amendment passes, the main motion shall be the motion as amended. If it fails, the motion shall be the motion as it was before the amendment was presented.

D. Motions to Reconsider.
A motion to reconsider any vote or proceeding of the Commission may only be made and seconded by a Commission Member who had previously voted on the prevailing side. Such motion must be made before the conclusion of the meeting during which the original motion was made and approved. A motion to reconsider must be adopted by a majority of those members of the Commission present and voting.

VII. Voting.

A. Voice Vote; Secret Ballots. Unless otherwise directed by the Chair or requested by a member of the Commission, all votes shall be taken by voice and the result shall be announced by the Chair, whose decision shall be final. Such ruling may not be appealed. No vote may be taken by secret or paper ballot.

B. Tabulating the Vote. Should a roll call vote be directed by the Chair or requested by a member of the Commission, the person designated by the Chair shall call the Commissioners, for the purpose of each Commissioner announcing his or her vote. The Chair shall announce the results. Upon any roll call, there shall be no discussion by any Commissioner after the roll call has begun.

C. Voting. Every member in the Commission meeting room or chamber when question is put must give his or her vote, unless the member has publicly stated that he or she is abstaining.

D. Absent for Vote, Changing Vote. Any Commissioner absent for a vote on a particular item may record his or her vote, and any Commissioner may change his or her vote before the next item is called for consideration, or before a recess or adjournment is called, whichever occurs first, but not thereafter, except with the consent of all the Commissioners who voted thereon.

E. Majority Vote; Extraordinary Majority Vote; Tie Vote. The passage of any motion, policy, ordinance or resolution shall require the affirmative vote of at least the majority of the members of the Commission who are present and voting. If an extraordinary majority vote is required by Alabama Law, this shall require the affirmative vote of an extraordinary majority of the members of the Commission who are present and eligible to vote. In the case of a tie in votes on any proposal, the proposal fails.

VIII. Public Input: Addressing the County Commission

A. Public Input. The Commission recognizes the importance of allowing citizens, including other elected officials, to express their opinions of County government and encourage public participation in the local government process. The Commission also recognized the necessity for conducting orderly and efficient meetings in order to complete County business in a timely manner. Public Input during the Commission meeting, from both citizens and other elected officials, shall only be given during the time provided in the agenda and only within the procedures set out herein. Citizens or other elected officials shall not address the commission at any time other than as specifically provided in the agenda unless authorized by unanimous consent.

B. Procedure for Public Input.
   1. At regularly scheduled County Commission meetings, the Commission provides comment periods for citizens and other elected officials to speak and to offer input and comments on items pending before the commission as well as items that are of concern to the public, as determined by the Chairman. The remarks of each speaker shall be limited to no more than three (3) minutes, unless the Chair extends the

time, and no more than two (2) speakers many be heard on each subject unless authorized by affirmative vote of all members of the commission who are present.

2. A form will be provided for those citizens who wish to make comments. Each person wishing to speak must sign this form prior to the beginning of the Public Comments portion of the agenda unless excused by the chair.
3. Any citizens wishing to make written comments may provide those to the County Administrator before the conclusion of the meeting. A copy of the written comments will then be provided to the members of the commission.
4. Members of the public are encouraged to communicate directly with their commissioner prior to or after the commission meeting.

C. Addressing the Commission.

1. When the person's name is called, the person shall step up to the speaker's lectern and shall give the following information in an audible tone of voice for the minutes.
   (a) Name.
   (b) Place of residence or business address.
   (c) If requested by the Chair, the person may be required to state whether the person speaks for a group of persons or a third party, if the person represents an organization, whether the view expressed by the person represents an established policy or position approved by the organization, and whether the person is being compensated by the organization.
2. All remarks shall be addressed to the Commission as a body and not to any member thereof.
3. No person, other than a member of the Commission, and the person having the floor, may be permitted to enter into any discussion, either directly or through a member of the Commission, without permission of the Chair. No question may be asked except through the Chair.
4. Speakers should make their comments concise and to the point and present any data or evidence they wish the Commission to consider. No person may speak more than once on the same subject unless specifically granted permission by the Chair.

D. Decorum.

1. Order must be preserved. No person shall, by the speech or otherwise, delay or interrupt the proceedings or the peace of the Commission or disturb any person having the floor. No person shall refuse to obey the orders of the Chair or the Commission. Any person making irrelevant,

impertinent, or slanderous remarks or who becomes boisterous while addressing the Commission shall not be considered orderly or decorous. Any person who becomes disorderly or who fails to confine remarks to the identified subject or business at hand shall be cautioned by the Chair and given the opportunity to conclude remarks on the subject in a decorous manner and within the designated time limit. Any person failing to comply as cautioned shall be barred from making any additional comments during the meeting by the Chair, unless permission to continue or again address the Commission is granted by the majority of the Commission members present.

2. If the Chair declares an individual out of order, he or she will be requested to relinquish the podium. If the person does not do so, he or she is subject to removal from the Commission Chamber or other meeting room.
3. Any person who becomes disruptive or interferes with the orderly business of the Commission may be removed from the Commission Chambers or other meeting room for the remainder of the meeting.

X. Executive Session.

The Commission is authorized to enter into executive session as provided in the Alabama Open Meetings Act (Act 2005-40).

XI. Committees.

The Chair, with the consent of the Commission, may appoint committees as may be needed to assist in the business of the Commission. The meetings of the Committees shall be governed by the Rules of Procedures. All such committees shall be provided a formal charge and shall report to the Commission its findings and recommendations, unless otherwise directed. The Chair shall designate the Chair for each committee appointed. Agendas for committee meetings shall be furnished to all members of the Commission.

XII. Adjournment.

No meeting should be permitted to continue if a quorum is not present. The commission may adjourn by majority vote.

Jeff Clemons, Chairman

dBTELCO
SOUND TELECOM SOLUTIONS

DataTrust Tower and Telecom, LLC
25650 Baldwin Beach Express
Robertsdale, AL 36567-4129
+12514486937
office@datatrustllc.com

INVOICE

BILL TO
Cullman County EMA
2020 Beech Ave SE
Cullman, Al 35055

SHIP TO
Cullman County EMA
2020 Beech Ave SE
Cullman, Al 35055

INVOICE	2645
DATE	10/05/2026
TERMS	Net 15
DUE DATE	10/20/2026

INTERNAL REFERENCE #
88851

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Equipment/ Materials	Equipment/ Materials Cullman Weather Warning Siren Remediation Battery Charger Solar Regulator Logic Control Board 400 Watt Speaker Power Amplifier Keypad and Ribbon Cable 24v to 12v Converter 12vdc AGM,SLR Battery	1	39,293.11	39,293.11

SUBTOTAL	39,293.11
TAX	0.00
TOTAL	39,293.11
BALANCE DUE	**$39,293.11**

Ways to pay

View and pay



Clarkson Covered Bridge Air BnB house

1240 County Road 1043, Cullman, AL 35057

10/05/2026

Gunter Morris

(256) 531-8974

gunter@ridgeline-roofing.com

10/05/2026

Ridgeline Roofing & Restoration - Huntsville
1320 6th Ave SE
Decatur, AL 35601
Phone: (256) 677-6118

Company Representative
Gunter Morris
Phone: (256) 531-8974
gunter@ridgeline-roofing.com

Clarkson Covered Bridge Air BnB house
1240 County Road 1043
Cullman, AL 35057
(256) 347-4006

Job: Clarkson Covered Bridge Air BnB house

Roofing Section

* Installation of 26 GA LOW RIBBED METAL
*Remove 1 layer of existing roof and felt
* PRICE INCLUDES FULL REDECK
* Install synthetic underlayment
* Install Metal drip edge
* Install valley metal
* Install 26 GA Low Ribbed Metal
* Install Rake & Corner
* Install Metal Ridge Cap
* Install new pipe jack boots
* 5-year workmanship warranty

$16,774.42

e-Signed by Gunter Morris
Company Authorized Signature

10/21/2026
Date

e-Signed by Clarkson Covered Bridge Air BnB house
Customer Signature

10/21/2026
Date

RIDGELINE
ROOFING & RESTORATION

Regional Branch
Ridgeline Roofing & Restoration - Huntsville
1320 6th Ave SE Decatur AL, 35601
(256) 677-6118

PAYMENT SCHEDULE

First Payment (Due upon Signing of contract)	
Final Payment (Due upon Completion of Job)	

e-Signed by Gunter Morris	10/21/2026	e-Signed by Clarkson Covered Bridge Air BnB house	10/21/2026
Company Authorized Signature	Date	Customer Signature	Date

Ridgeline Roofing & Restoration Contract & Payment Terms

With this contract, Ridgeline sets forth the agreement between Ridgeline (hereinafter "ridgeline") and Clarkson Covered Bridge Air BnB house (hereinafter "Customer" to establish the working terms for work to be completed at property address listed above. In addition to the working terms, this contract also establishes the agreed upon payment schedule between Ridgeline and Customer.

Please Review and Initial the Below Items:

C.C.B.A.B.h. Shingle Type/Color/Delivery Instructions:

C.C.B.A.B.h. Existing Property Damage (Fascia Rot, Driveway Cracks,etc.):

Liability Disclosure Addendum
Initial Below:

C.C.B.A.B.h. I understand that this is a construction site, and agree to use caution when entering and exiting my property and to ensure the safety of my family members, friends, guest, children and pets on the premises. I understand and accept the risks of falling debris and errant nails. It is my responsibility to use reasonable caution and I agree to release and hold harmless Ridgeline, of any responsibility for any injury, damage to property or death that may occur due in part or in whole to any negligence on my part. I understand it is my responsibility to secure any items in my home that may be fragile or might fall resulting in injury or death. Any damage to any items is the sole responsibility of Customer.

C.C.B.A.B.h. All vehicles are rated for driveway usage and any damage and/or cracks resulting from routine driveway usage and/or parking in the driveway to complete the job is not the responsibility of Ridgeline.

C.C.B.A.B.h. I understand that any punctured lines are not the responsibility of Ridgeline during the installation process. Code provides for installation standards for roofing and all code standards are followed by Ridgeline. In the event that an electric, HVAC, Plumbing, etc. line is damaged during the installation process, it is the sole responsibility of Customer to repair.

C.C.B.A.B.h. In the event of any drywall damage (nail pops, cracks, failed tape joints) Ridgeline will not be held responsible for any drywall damage while the roof construction is in progress.

C.C.B.A.B.h. I understand that Ridgeline is not responsible for any nails that protrude through open soffit areas or cathedral ceilings.

Right of Rescission and Property Disclosure

Under AL State Law, you have the right to cancel this contract within 3 business days of the contract date. By initialing here I confirm that I have been informed of the cancellation information found on this contract titled "Notice of Cancellation for Contract"_____.

Cancellation I choose to cancel this contract Customer Signature_____Date_____

Terms I understand that a Ridgeline Roofing & Restoration Representative is available upon request to inspect all furnace vent connections that may become unattached during the roofing process. I understand it is my responsibility to ensure these connections are secure or request a Ridgeline Roofing & Restoration Representative to inspect the crucial connections, so that Carbon Monoxide does not enter my dwelling. I agree that this is my responsibility to ensure the safety of my family and agree to hold harmless Ridgeline Roofing & Restoration of all liability associated with Carbon Monoxide and/or furnace vent connections. I further understand that Carbon Monoxide is a deadly Gas and Serious injury or death may occur as a result of furnace vents becoming disconnected. Customer is responsible for moving vehicles to a safe location and we are not responsible for damage of vehicles if they are not moved.

In the event of rotten decking, Ridgeline Roofing & Restoration will repair and/or replace rotten decking at the expense of Customer. Not replacing rotten decking will void your manufacturer warranty as well as your Five Year Workmanship Warranty from Ridgeline Roofing & Restoration. It is at the discretion of the Ridgeline Roofing & Restoration Roofing Crew to remove all felted areas on your roof. New felt may be placed over existing felt in some areas. A thorough inspection of existing decking is still conducted of any areas with an additional felt layer.

A new roofing system will not remedy existing issues to framing, decking, fascia or soffit. If agreed upon in writing in the special instructions above, any of these type of repairs can be made at the expense and request of Customer prior to the installation of the roof. However, these repairs are not a part of the insurance claim unless otherwise noted and repairs to these items cannot be completed after the installation of the roofing system.

During roof construction it is common for small pieces of felt, granules, saw dust, etc. to fall through the decking cracks and holes. In the event you have any items you are concerned about this falling onto, we advise you to cover up items as needed prior to the start of construction.

During roof construction there are thousands of pounds of roof debris that will be falling to the ground. Ridgeline Roofing & Restoration will attempt to protect shrubs, plants, flowers etc. However, we cannot be responsible in the event damage occurs. If homeowner has any special instructions, we will be glad to review.

Minor scratches can occur on top of gutters from falling debris, etc. and Ridgeline Roofing & Restoration cannot be held responsible for scratches and paint chips coming off from construction.

During the course of roof construction shingles have to be thrown to the ground. Ridgeline Roofing & Restoration does the best we can to keep these away from the home, however some shingle can curve from wind, etc. and hit screens that could cause a cut. Ridgeline Roofing & Restoration cannot be responsible for cuts to screens.

Venue all suits arising out of or related to this agreement shall be filed in the courts of Alabama.

Ridgeline Roofing & Restoration has right to not do other trades outside of roofing in insurance jobs.

In the event of a second or additional layers of shingles found there will be a charge of $40 per square. In the event this is a insurance job Ridgeline Roofing & Restoration will report to insurance carrier in attempt to get them to cover.

In the event shingles fall and touch siding it is possible to leave tar marks on the siding. This is out of Ridgeline Roofing & Restoration control and we cannot be held responsible.

Warranty Ridgeline Roofing & Restoration includes a Five Year Workmanship Warranty on all Ridgeline Roofing & Restoration roofing systems, which protects against poor workmanship. Ridgeline Roofing & Restoration is not responsible for normal wear and tear. See complete warranty information for details. Warranty begins upon payment in full of total contract amount and approved supplements warranty will be voided by unpaid contract.

The manufacturer warranty for the shingle installed as well as the 5-year workmanship warranty through Ridgeline Roofing & Restoration will not be put into place and given to the homeowner until the balance has been paid in full to Ridgeline Roofing & Restoration.

Ridgeline Roofing & Restoration 5-year workmanship warranty does not apply to any damages that may occur from any acts of nature when the wind speeds reach or exceed 60 MPH.

Payments First roof payment is due when materials are delivered and the crew has started work. Failure to make first payment may result in work stoppage. Ridgeline Roofing & Restoration is not liable for damages that may occur due to work stoppage for failure to make initial contract payment to property. This includes but is not limited to flooding, water damage, theft of material, etc. Final roof payment is due to Ridgeline Roofing & Restoration upon roof completion any and all trade payments are due upon completion of trade. Final payments not received within 30 days of completion will be considered failure to pay and will be subject to Failure to Pay Penalties. See Failure to Pay Penalties for further details.

Failure to Pay Penalties 10% penalty assessed against the total remainder due, all discounts will be revoked at the sole discretion of Ridgeline Roofing & Restoration and the account is subject to being sent to a 3rd party collections agency. Failure to pay may also result in Theft of Service charges being filed per Alabama Penal Code in addition to any necessary civil remedies.

Notice of Cancellation for Contract If I choose to exercise my 3 Day Right of Rescission, I understand that by signing and dating in the space provided will make this contract null and void and no work will be provided by Ridgeline Roofing & Restoration. I understand it is my responsibility to mail 1 copy of this cancelled contract to the corporate office of Ridgeline Roofing & Restoration to 14314 Hwy. 411, Odenville, AL 35120 or to chris@ridgelineroofing-al.com post marked or time stamped no later than 3 business days after the date and time that this contract was executed. In the event that your insurance company denies a filed claim a pre-contract will be cancelled with proof of denial. Contracts cancelled outside of this period may result in a restocking fee not to exceed 25% of the total contracted amount.

Note: Ridgeline Roofing & Restoration Sales Representatives do not make verbal contracts and any terms not disclosed on a contract are considered null and void.

We accept personal checks, money orders, cashiers checks or credit cards. (Make checks payable to Ridgeline Roofing & Restoration) There is a 3.5% processing fee for credit card transactions. Returned checks will result in a returned check fee of $50 and/or potential hot check charges filed with the appropriate authorities.

***** AL law requires a person insured under a property insurance policy to pay any deductible applicable to a claim made under the policy. It is a violation of AL law for a seller of goods or services who reasonably expects to be paid wholly or partly from the proceeds of a property insurance claim to knowingly allow the insured person to fail to pay, or assist the insured person's failure to pay, the applicable insurance deductible. *****

e-Signed by Clarkson Covered Bridge Air BnB house 10/21/2026

Customer Signature 3 Date

heather

JOHN DEERE FINANCIAL

ORIGINAL INVOICE

Invoice Date 10/08/2026

Invoice Number 0073880

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

DID YOU KNOW!
Log on to MyJDFAccount.com for secure and confidential access to your John Deere Financial account.

TOTAL AMOUNT DUE	**$82,802.79**
Due Date	9/30/2026

QUESTIONS?

Visit us online:	**MyJDFAccount.com**
Call us:	**1-800-488-8732**

LEASE ACCOUNT INFORMATION

Lease Maturity Date	**9/30/2026**
Lessee's Reference Number	**0073880**

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Your lease Information is now available 24/7 at MyJDFAccount.com. Make payments view your account information and more!

Every dishonored check received will result in a fee of $20 or in an amount not to exceed the highest amount permitted by state law.

▼ *Detach and return the bottom remittance portion with your payment in an enclosed envelope* ▼

JOHN DEERE FINANCIAL

P.O Box 6600
Johnston, IA 50131-6600
USA

CULLMAN COUNTY COMMISSION
Account Number : 030-0073880-000

TOTAL AMOUNT DUE	**$82,802.79**
Due Date	9/30/2026

Amount Enclosed $ _____ . ____

Please include account number and make check payable to:

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

DEERE CREDIT, INC.
PO BOX 4450
CAROL STREAM, IL 60197- 4450

JOHN DEERE FINANCIAL

ORIGINAL INVOICE

Invoice Date 10/08/2026

Invoice Number 0074631

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

DID YOU KNOW!
Log on to MyJDFAccount.com for secure and confidential access to your John Deere Financial account.

TOTAL AMOUNT DUE	**$223,300.00**
Due Date	10/27/2026

QUESTIONS?

Visit us online:	MyJDFAccount.com
Call us:	1-800-488-8732

LEASE ACCOUNT INFORMATION

Lease Maturity Date	**10/27/2026**
Lessee's Reference Number	**0074631**

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Your lease Information is now available 24/7 at MyJDFAccount.com. Make payments view your account information and more!

Every dishonored check received will result in a fee of $20 or in an amount not to exceed the highest amount permitted by state law.

▼ *Detach and return the bottom remittance portion with your payment in an enclosed envelope* ▼

JOHN DEERE FINANCIAL

P.O Box 6600
Johnston, IA 50131-6600
USA

CULLMAN COUNTY COMMISSION
Account Number : 030-0074631-000

TOTAL AMOUNT DUE	**$223,300.00**
Due Date	10/27/2026

Amount Enclosed $ _____.____

Please include account number and make check payable to:

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

DEERE CREDIT, INC.
PO BOX 4450
CAROL STREAM, IL 60197- 4450

INVOICE

Brothers Concrete Supply, LLC
PO Box 2418
Cullman, AL 35056-2418

sshoemaker@brothersconcretesupply.com
+1 (256) 798-2500
www.brothersconcretesupply.com

Bill to
CULLMAN CO ROAD DEPARTMENT
2883 AL HWY 69 N
CULLMAN,, AL 35058

Ship to
CULLMAN CO ROAD DEPARTMENT
SMITH LAKE PARK
CULLMAN, AL

Invoice details
Invoice no.: 15804
Terms: Net 10
Invoice date: 09/15/2026
Due date: 09/25/2026

PO Number: 264364

#	Product or service	Description	Qty	Rate	Amount
1.	4000	4000PSI ENTRAINED AIR	114	$155.00	$17,670.00
2.	ZYLA1	1% RETARDER	114	$7.00	$798.00

Total **$18,468.00**

Ways to pay

VISA · DISCOVER · AMEX · BANK · PayPal · venmo · affirm

Note to customer

We appreciate your business. Please do not hesitate to contact us with any questions.

View and pay

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

Cullman County COMMISSION

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 Pax: 256-796-7039

September 23, 2026

Proposed considerations for upcoming Commission meeting on October 20, 2026.

- Proposed plat Moss Rock Point resurvey of lots 4 thru 7. A minor private subdivision containing 3 Lots in Commission District 4. The subdivision is located on County Road 2112. It is the last road to the right at the dead end of County Road 51.

MOSS ROCK POINT

RE-SURVEY OF LOTS 4, 5, 6 & 7 OF MOSS ROCK POINT PHASE II & RE-SURVEY OF LOT 8, PLAT BOOK 2020, PG. 44

FINAL PLAT

SITUATED IN PARTS OF THE NE1/4 OF THE SW1/4 & SE1/4 OF THE NW1/4 OF SECTION 31, TOWNSHIP 12 SOUTH, RANGE 5 WEST, CULLMAN COUNTY, ALABAMA

N

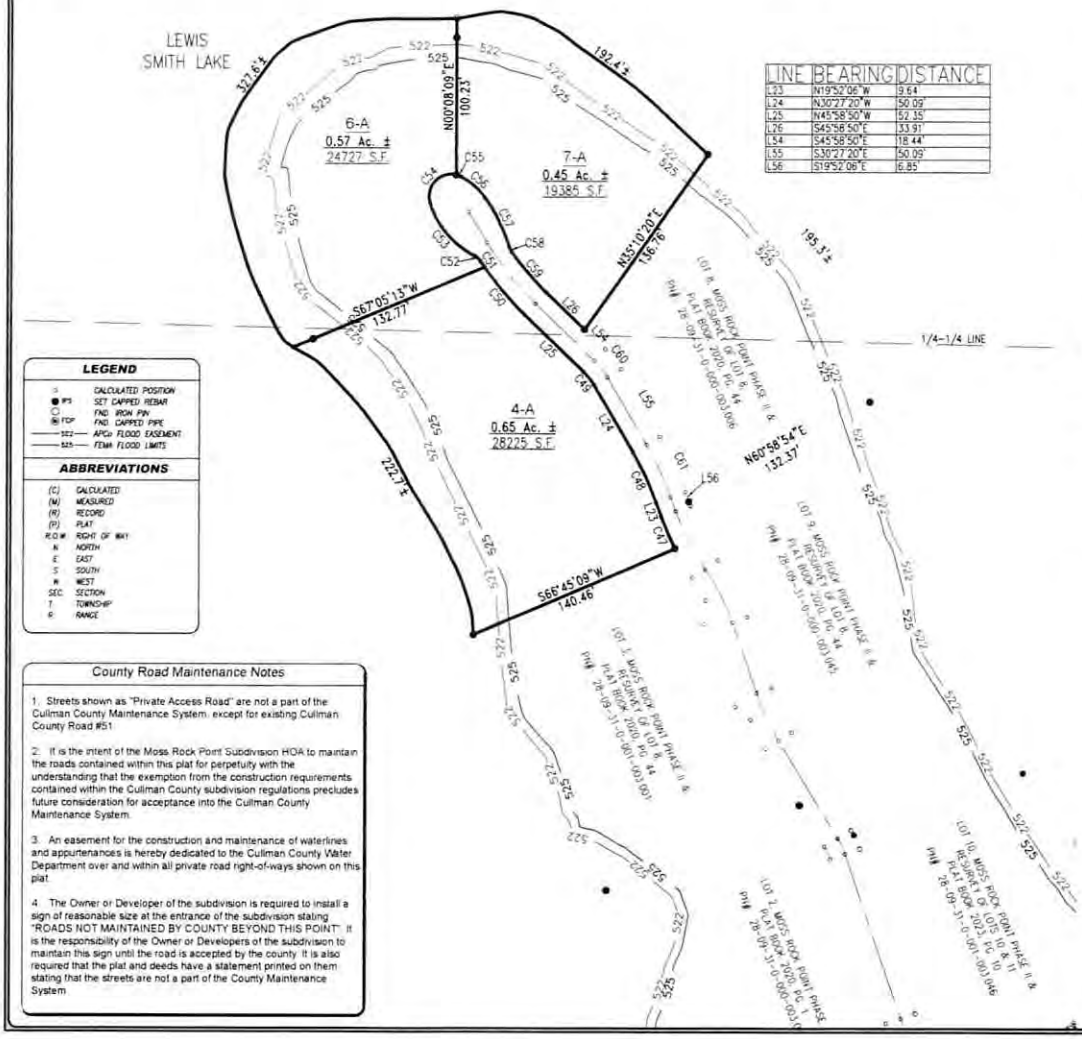
0' 60' 120' 180'

SCALE: 1 INCH=60 FEET

North arrow and coordinates shown hereon are based on Alabama State Plane Coordinate System West Grid Zone NAD83(2011), taken from GPS observations.

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING
C47	22.07'	171.58'	7°22'15"	N23°33'11"W
C48	35.11'	190.00'	10°35'15"	N25°09'43"W
C49	10.84'	40.00'	15°31'29"	N38°13'05"W
C50	40.46'	210.00'	11°02'21"	N40°27'39"W
C51	4.69'	210.00'	1°16'48"	N34°18'05"W
C52	5.20'	10.00'	29°47'10"	N48°33'16"W
C53	45.09'	56.05'	46°05'50"	S40°23'56"E
C54	29.61'	14.03'	120°54'27"	N43°06'13"E
C55	3.43'	14.03'	14°01'00"	S69°25'04"E
C56	20.33'	44.04'	26°26'47"	N49°12'10"W
C57	35.86'	113.13'	18°09'42"	S26°53'56"E
C58	3.11'	10.00'	17°49'50"	S26°43'59"E
C59	34.26'	190.00'	10°19'56"	S40°48'52"E
C60	16.26'	60.00'	15°31'29"	S38°13'05"E
C61	38.80'	210.00'	10°35'15"	S25°09'43"E

LINE	BEARING	DISTANCE
L23	N19°52'06"W	9.64'
L24	N30°27'20"W	50.09'
L25	N45°58'50"W	52.35'
L26	S45°58'50"E	33.91'
L54	S45°58'50"E	18.44'
L55	S30°27'20"E	50.09'
L56	S19°52'06"E	6.85'



LEGEND

(C)	CALCULATED POSITION
● IPS	SET CAPPED REBAR
○ IFIP	FND. IRON PIN
⊗ FCP	FND. CAPPED PIPE
522	APCo FLOOD EASEMENT
525	FEMA FLOOD LIMITS

ABBREVIATIONS

(C)	CALCULATED
(M)	MEASURED
(R)	RECORD
(P)	PLAT
R.O.W.	RIGHT OF WAY
N	NORTH
E	EAST
S	SOUTH
W	WEST
SEC.	SECTION
T	TOWNSHIP
R	RANGE

County Road Maintenance Notes

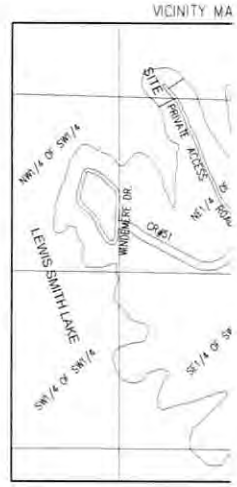
1. Streets shown as "Private Access Road" are not a part of the Cullman County Maintenance System, except for existing Cullman County Road #51.

2. It is the intent of the Moss Rock Point Subdivision HOA to maintain the roads contained within this plat for perpetuity with the understanding that the exemption from the construction requirements contained within the Cullman County subdivision regulations precludes future consideration for acceptance into the Cullman County Maintenance System.

3. An easement for the construction and maintenance of waterlines and appurtenances is hereby dedicated to the Cullman County Water Department over and within all private road right-of-ways shown on this plat.

4. The Owner or Developer of the subdivision is required to install a sign of reasonable size at the entrance of the subdivision stating "ROADS NOT MAINTAINED BY COUNTY BEYOND THIS POINT". It is the responsibility of the Owner or Developers of the subdivision to maintain this sign until the road is accepted by the county. It is also required that the plat and deeds have a statement printed on them stating that the streets are not a part of the County Maintenance System.

VICINITY MA



CULLMAN ELECTRIC COOPERATI
UTILITY EASEMENT

Cullman Electric Cooperative is hereby grant
Streets/County Roads. Said easement bein
exceed these limits as necessary within the

Cullman Electric Cooperative

CERTIFICATION OF THE CULLM

The Health Department signature is for reco
development and sees no obvious impedime
was presented.

CULLMAN COUNTY HEALTH OFFICER

CULLMAN COUNTY WATER DEPA
The Cullman County Water Department

Representative
Cullman County Water Dept.

CERTIFICATION OF THE CULLMAN

STATE OF ALABAMA
CULLMAN COUNTY

All indicated roads in this subdivision hav
municipalities. The Cullman County E-91
been completed.

Cullman County E-911
Administrative Director

STATE OF
CULLMAN

I HEREBY CE
RECORD THI
O'C
MAPS, BOOK

THIS THE

JUDGE OF PI

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

Cullman County COMMISSION

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 Pax: 256-796-7039

September 22, 2026

Proposed considerations for upcoming Commission meeting on October 20, 2026.

- Proposed plat Catalina Crest resurvey of lot 7. A minor subdivision containing 2 Lots in Commission District 4. The subdivision is located on County Road 2128 off County Road 287, approximately 1.5 miles West of the intersection of County Road 437 and County Road 287.

APPLICATION
for
PERMIT TO DEVELOP LAND

(Must Attach Proposed Plat)

Cullman County Date 9/17/26

Subdivision Name Catalina Crest

Location Off County Road 287

Parcel ID 90587

No. Proposed Lots 2 Type: ☐ Major ☒ Minor

Total Length Proposed Road(s) 0 + Feet

Total acres 10.81 Acres

Owner(s)/Developer(s) King Fisher Farms, LLC

Mailing Address 237 County Road 727

Cullman, AL 35055

Phone # 205-914-2854

Fax #

Email franklinhomebuilding@gmail.com

****

Upon approval of this permit application I (we) hereby agree to comply with all state laws and local regulations as applies to the subdividing and/or development of land. I (we) understand the permit will be valid for 12 months from the issuance date and may be revoked for non-compliance at anytime by the County Engineer or his/her designee.

Owner(s)/Developer(s) Signature

Date

Resurvey of Catalina Crest Lot 7

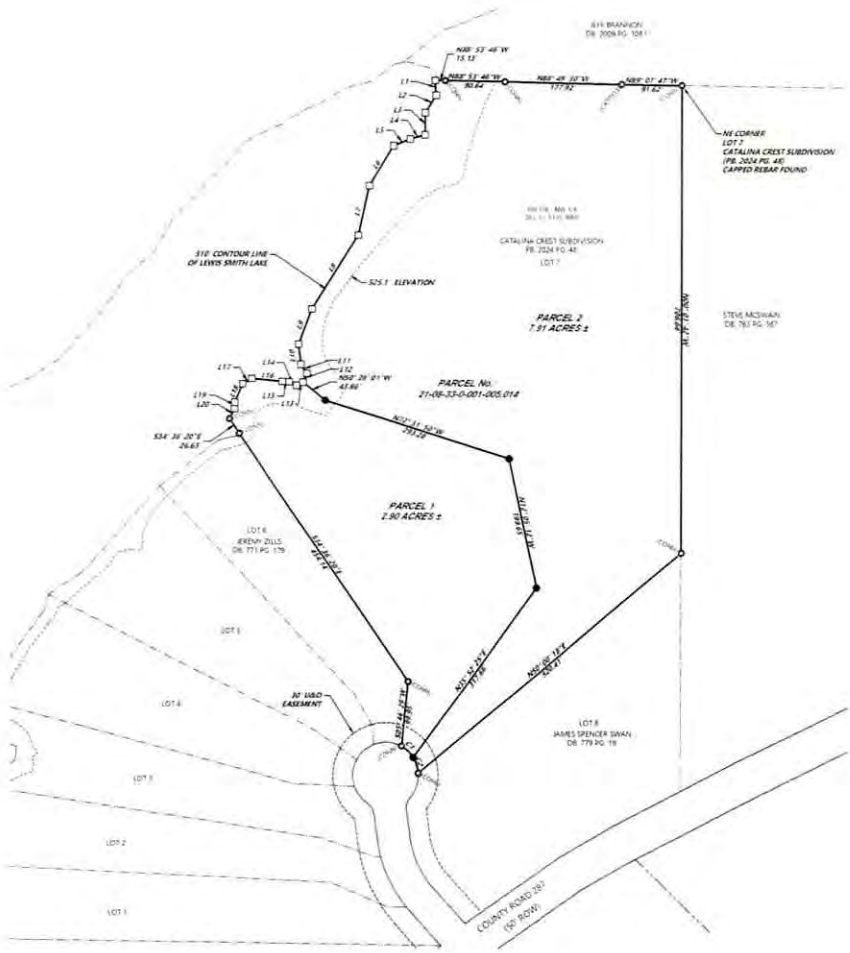
A parcel of land located in the SW 1/4 of the NW 1/4 of Section 33, Township 11 South, Range 04 West, Cullman County, Alabama

SURVEY LEGEND

———	SURVEYED BOUNDARY LINE
- - - - -	ADJOINING PROPERTY LINE
———	RIGHT-OF-WAY
- - - - -	1/4 - 1/4 LINE
○	IRON PIPE / PIN FOUND
●	CAPPED REBAR FOUND
○	FOUND PK# KNOT
▲	CONCRETE MONUMENT FOUND
●	CAPPED REBAR SET (LONG GA5021)
□	CALCULATED PROPERTY CORNER
SEC	SECTION
T	TOWNSHIP
R	RANGE
R.O.W.	RIGHT-OF-WAY
DB	DEED BOOK
PG	PAGE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT

LINE	BEARING	DISTANCE
L1	S21° 45' 35" E	20.75'
L2	S37° 04' 35" W	53.63'
L3	S26° 09' 27" W	51.08'
L4	S74° 09' 51" W	72.51'
L5	S69° 39' 54" W	27.46'
L6	S71° 01' 25" W	70.47'
L7	S17° 36' 49" W	77.63'
L8	S10° 30' 26" W	150.68'
L9	S29° 38' 05" W	56.56'
L10	S64° 11' 03" E	30.94'
L11	S31° 19' 39" E	16.56'
L12	S2° 19' 12" W	15.01'
L13	S63° 41' 21" W	17.26'
L14	N62° 49' 47" W	12.44'
L15	N86° 40' 19" W	10.53'
L16	N84° 47' 31" W	49.86'
L17	S18° 42' 28" W	16.17'
L18	S21° 04' 37" W	60.92'
L19	S21° 54' 15" W	9.21'
L20	S21° 25' 15" W	17.41'

LINE	RADIUS	ARC	CH BEARING	CH DISTANCE
C1	50.00'	23.73'	S 48° 49' 54" E	23.51'
C2	50.00'	35.11'	S 11° 58' 10" E	34.38'



PLAT NOTES:

1. North arrow shown hereon is based on Alabama State Plane Coordinate System West Zone (NAD83), taken from GNSS observations.
2. All easements and rights of way of which the surveyor has knowledge are shown hereon, others may exist of which the surveyor has no knowledge and of which there is no observable evidence.
3. No attempt has been made and no guarantees are hereby given as to the location of sub surface foundations and underground utilities.
4. Source of information: Instrument Deed Book 770, Page 321

LONG
Land Surveying
110 14th AVE NE, JASPER, AL 35504
Telephone: (205) 221-1941 Email: drew@longlandsurvey.com

DRAWN BY: MW	DATE OF FIELD SURVEY: 9/11/2025
DATE: 9/17/2025	TYPE OF SURVEY: PROPERTY BOUNDARY
ENG. NO.: 25-118.25 Catalina Crest Lot 7 Twin	SCALE: 1" = 100'
APPROVED BY: ADL	SHEET 1 OF 1

I hereby certify (or state) that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

Witness my hand this the 17th day of September, 2025.

Andrew D. Long, P.L.S.
Alabama Lic. No. 40145

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

Cullman County COMMISSION

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

September 22, 2026

Proposed considerations for the upcoming Commission meeting on October 20, 2026.

- Request for a variance from Subdivision Regulations requiring all lots to have 30ft of road frontage. The owner of lot 7 in Catalina Crest subdivision has 50ft of road frontage and would like to have it reduced to provide 25ft of road frontage for proposed Lot 7A and Lot 7B

APPLICATION
for
PERMIT TO DEVELOP LAND

(Must Attach Proposed Plat)

Cullman County Date 9/17/26

Subdivision Name Catalina Crest

Location Off County Road 287

Parcel ID 90587

No. Proposed Lots 2 Type: ☐ Major ☒ Minor

Total Length Proposed Road(s) 0 + Feet

Total acres 10.81 Acres

Owner(s)/Developer(s) King Fisher Farms, LLC

Mailing Address 237 County Road 727

Cullman, AL 35055

Phone # 205-914-2854

Fax #

Email franklinhomebuilding@gmail.com

****

Upon approval of this permit application I (we) hereby agree to comply with all state laws and local regulations as applies to the subdividing and/or development of land. I (we) understand the permit will be valid for 12 months from the issuance date and may be revoked for non-compliance at anytime by the County Engineer or his/her designee.

Owner(s)/Developer(s) Signature

Date

Resurvey of Catalina Crest Lot 7

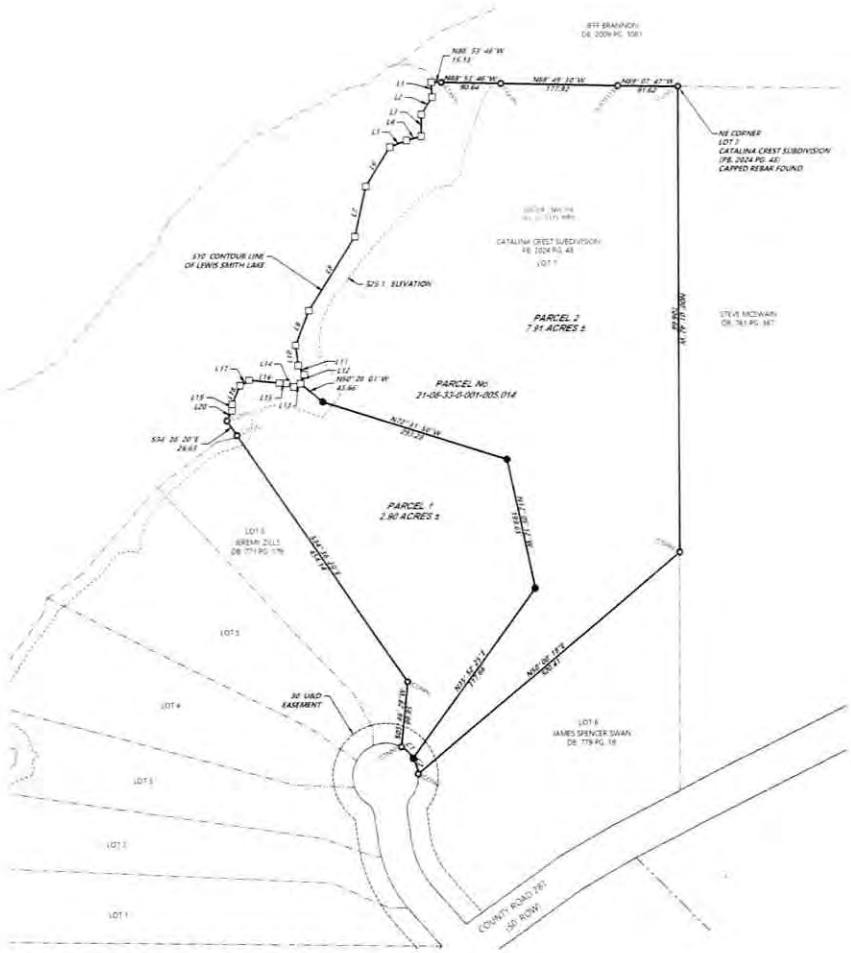
A parcel of land located in the SW 1/4 of the NW 1/4 of Section 33, Township 11 South, Range 04 West, Cullman County, Alabama

SURVEY LEGEND

———	SURVEYED BOUNDARY LINE
- - - -	ADJOINING PROPERTY LINE
———	RIGHT OF WAY
- - - -	1/4 - 1/4 LINE
○	IRON PIN / PIN FOUND
○	CAPPED REBAR FOUND
○	FOUND PINE KNOT
▲	CONCRETE MONUMENT FOUND
●	CAPPED REBAR SET (LONG CA5221)
□	CALCULATED PROPERTY CORNER
SEC	SECTION
T	TOWNSHIP
R	RANGE
R.O.W.	RIGHT OF WAY
DB	DEED BOOK
PG	PAGE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT

LINE	BEARING	DISTANCE
L1	S03° 45' 08" E	22.75'
L2	S17° 54' 58" W	50.03'
L3	S00° 38' 27" W	47.08'
L4	S14° 09' 33" W	77.21'
L5	S07° 35' 54" W	71.46'
L6	S51° 12' 21" W	78.41'
L7	S72° 57' 49" W	77.83'
L8	S43° 30' 25" W	150.89'
L9	S25° 18' 04" W	56.56'
L10	S09° 17' 03" E	80.84'
L11	S33° 19' 23" E	36.54'
L12	S03° 19' 12" W	73.03'
L13	S63° 43' 21" W	11.26'
L14	N62° 45' 21" W	12.44'
L15	N89° 46' 13" W	19.53'
L16	N84° 47' 32" W	46.66'
L17	S19° 40' 28" W	38.17'
L18	S21° 19' M 17" W	97.82'
L19	S01° 54' 11" W	9.51'
L20	S25° 21' 32" W	19.41'

CURVE	RADIUS	ARC	CH. BEARING	CH. DISTANCE
C1	90.00'	29.13'	S 46° 41' 54" E	29.00'
C2	50.00'	21.11'	S 77° 08' 10" E	20.96'



PLAT NOTES

1. North arrow shown hereon is based on Alabama State Plane Coordinate System West Zone (NAD83), taken from GPS observations.
2. All easements and rights of way of which the surveyor has knowledge are shown hereon. Others may exist of which the surveyor has no knowledge and of which there is no observable evidence.
3. No attempt has been made and no guarantees are hereby given as to the location of sub surface foundations and underground utilities.
4. Source of information: Instrument Deed Book 770, Page 327.

LONG
Land Surveying
110 14th AVE NE, JASPER, AL 35504
Telephone: (205) 221-1941 Email: drew@longlandsurvey.com

DRAWN BY: HRB	DATE OF FIELD SURVEY: 8/1/2026
DATE: 9/17/2026	TYPE OF SURVEY: PROPERTY BOUNDARY
DWG. NO.: 26-114-25 Catalina Crest Lot 7.dwg	SCALE: 1" = 100'
APPROVED BY: ADL	SHEET 1 OF 1

I hereby certify (to state) that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

Witness my hand this the 17th day of September, 2026.

Andrew D. Long, P.L.S.
Alabama Lic. No. 40145

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County Engineer
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Cullman County COMMISSION

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 Pax: 256-796-7039

September 28, 2026

Proposed considerations for upcoming Commission meeting on October 20, 2026.

- Proposed plat, Serenity Pointe Phase 2 Resurvey of lots 14-16. A minor subdivision containing 21 Lots in Commission District 4. The subdivision is located off County Road 338, on County Road 446, two miles South of the intersection of County Road 310 and County Road 338.

APPLICATION
for
PERMIT TO DEVELOP LAND

(Must Attach Proposed Plat)

Cullman _____ **County** **Date** 09/15/2026

Subdivision Name Serenity Point Phase 2 Resurvey

Location of Lots 14, 15 & 16 Part of SE1/4 of Sec. 30-T11S-R04W & Part of NE1/4 of Sec. 31-T11S-R04W

No. Proposed Lots 2 **Type:** ☐ **Major** ☒ **Minor**

Total Length Proposed Road(s) _____

Owner(s)/Developer(s) Amity Developers

Mailing Address _____ **Phone #** _____

_____ **Fax #** _____

Email _____

****

Upon approval of this permit application I (we) hereby agree to comply with all state laws and local regulations as applies to the subdividing and/or development of land. I (we) understand the permit will be valid for 12 months from the issuance date and may be revoked for non-compliance at anytime by the County Engineer or his/her designee.

_____ _____

Owner(s)/Developer(s) Signature Date

SHEET 1 OF 1

Re-survey of Lots 14, 15 & 16 of Serenity Pointe Phase 2, Lots 6-18 Plat Book 2024-Page 16-17

Lots 14, 15 & 16 of Serenity Pointe, Phase 2, Lots 6-18, recorded in the Office of the Judge of Probate, of Cullman County, Alabama, in Plat Book 2024-Pages 16-17, located in the S1/2 of the SE1/4 of Sec 30-T11S-R04W and the N1/2 of NE1/4 of Sec 31-T11S-R04W, Cullman County, Alabama.

CULLMAN COUNTY WATER DEPARTMENT

The Cullman County Water Department hereby accepts this subdivision into its water service system.

Representative
Cullman County Water Dept.

Date

CERTIFICATION OF THE CULLMAN COUNTY
E-911 BOARD OF COMMISSIONERS

All indicated roads in this subdivision have been assigned either number(s) or name(s) approved by municipalities. The Cullman County E-911 Board of Commissioners hereby certify that this action has been completed.

Cullman County E-911
Administrative Director

Date

N

GRID NORTH(NAD83 AL WEST GRID ZONE)

0' 30' 60' 90'

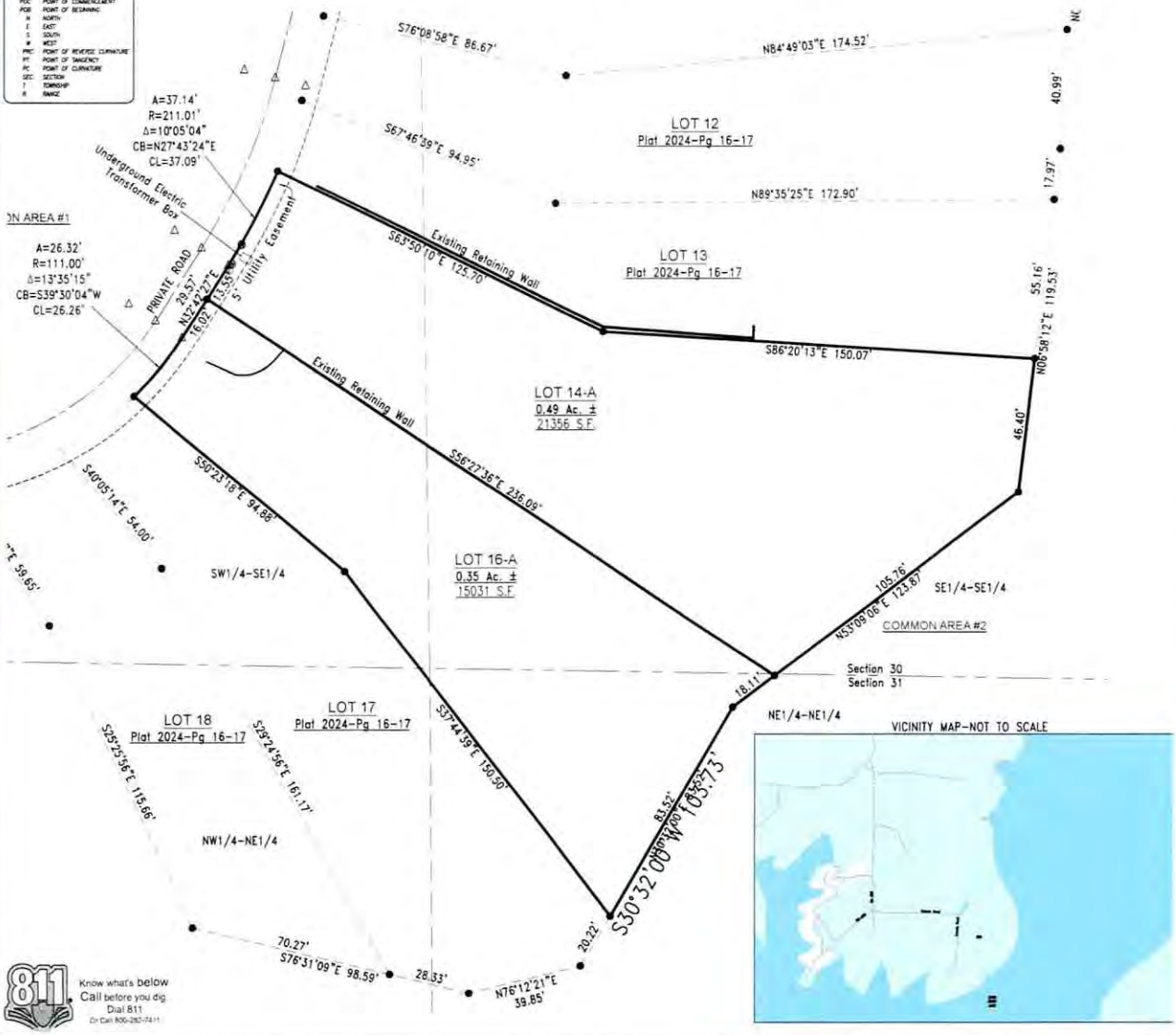
SCALE: 1 INCH=30 FEET

LEGEND

C	FND CORNER AS DESCRIBED
PS	SET CAPPED REBAR
FCM	CONC. MONUMENT
FOP	FOUND OLD PIPE
	CALCULATED POINT
IC	IRON CONTROL
	POWER POLE
	WATER METER
	FENCE
	APCo FLOOD EASEMENT
	FEMA FLOOD LIMITS
	UNDERGROUND POWER
	OVERHEAD POWER

ABBREVIATIONS

(C)	CALCULATED
(M)	MEASURED
(R)	RECORD
(P)	PLAT
R.O.W.	RIGHT OF WAY
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
N	NORTH
E	EAST
S	SOUTH
W	WEST
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
PC	POINT OF CURVATURE
SEC	SECTION
T	TOWNSHIP
R	RANGE



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