

PERSONNEL REPORT – CULLMAN COUNTY

December 13, 2023 – January 23, 2024

ACTION

DEPARTMENT

FT/PT/Temp

OTHER

HIRES

Adam R Clark	Sheriff's Office	FT	Replacement
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TERMINATIONS

Cody A Kelso	Sheriff's Office	FT	Voluntary Resignation
Terry J Holcomb	Road	PT	Completed Assignment
Bobby G Childers	Sanitation	FT	Voluntary Resignation
Nancy B Harrison	Reappraisal	FT	Retirement

STATUS CHANGES

Haley B Fullilove	Commission Office	FT	Promotion/Replacement
Austin T White	Sheriff's Office	FT	Internal Transfer/Replacement
Randy E James	Garage	FT	Completed Probation
Derrick A Twilley	Garage	FT	Completed Probation
Eric C Pate	Sheriff's Office	FT	Completed Promotion Probation
Jason R Weber	Sheriff's Office	FT	Completed Promotion Probation
Cynthia D Stricklin	Sportsman Lake Park	FT	Leave of Absence

RESOLUTION NO. - 2024-03

WHEREAS, the Cullman County Commission based on an engineering and traffic investigation determines that the maximum speed permitted under Article 8, Title 32, Chapter 5A, Code of Alabama, 1975 for the County Road 370 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 370 is set at 20 miles per hour at all times and no person shall operate a motor vehicle in excess of 20 miles per hour set speed on said County Road 370;

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

ADOPTED this the 23rd day of January 2024.


ATTEST:




COUNTY CLERK



JEFF CLEMMONS, CHAIRMAN



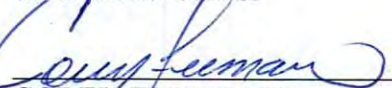
GARRY MARCHMAN
COMMISSIONER



KERRY WATSON
COMMISSIONER



KELLY DUKE
COMMISSIONER



COREY FREEMAN
COMMISSIONER

**RESOLUTION
2024-04**

This Resolution is made this **23rd** day of **January, 2024** (the Effective Date)
by **Cullman County Commission, Alabama** (the Granting Authority), to grant a tax abatement
for **Project Row** (the Company).

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

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

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

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

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

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

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

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

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

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

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

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

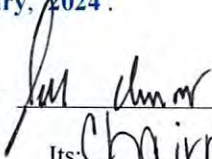
as the same may apply to the fullest extent permitted by the Act. The period of abatement for the noneducational ad valorem taxes (if applicable) shall extend for a period of **10** years measured as provided in Section 40-9B-3(h) of the Act.

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

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

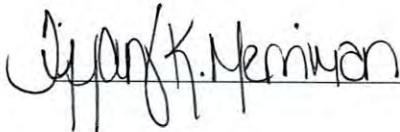
Section 4. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

I hereby certify that the foregoing was duly adopted by the **Cullman County, Alabama** of Alabama at a meeting held on the **23rd** day of **January, 2024**.

BY:  L. S.

Its: Chairman

ATTEST:



Project Row
Abatement & Educational Tax Revenue Estimate
January 23, 2024

	Investment
Land&Building	\$1,400,000
Equipment & Machinery	\$1,845,000
Total Project	\$3,245,000
Sales Tax on Construction Materials	
Total Plant Building Cost	\$1,400,000
Estimated Ratio of Cost of Materials	0.5
Cost of Materials	\$700,000
Education Sales Tax Rate = 1.6%	0.016
Total Construction Sales Education Tax Revenues	\$11,200
Percentage of Sales Tax Abated = 6.9%	0.069
Total Abated Sales Tax	\$48,300
Use Tax On Equipment	
Total Equipment	\$1,845,000
Education Use Tax Rate = .8672%	0.008672
Total Sales Education Tax Revenues, Equipment	\$16,000
Percentage of Use Tax Abated = 2.13%	0.02133
Total Abated Use Tax	\$39,354
Ad Valorem Education Tax Revenues	
Value of Project	\$3,245,000
Current Ratio of Assessed to Market Value	0.2
Tax Rate On Proposed Site	\$649,000
Education Millage Rate for the City of Cullman = 13 unabateable	0.013
Annual Ad Valorem Education Tax Revenues	\$8,437
Ten Year Period	10
Total Ad Valorem Education Tax Revenues	\$84,370
Abated Millage Rate = 13 Mills Abated	0.013
Annual Abated Ad Valorem Taxes	\$8,437
Total Ad Valorem Abated Tax Revenues	\$84,370
Totals	
Sales/Use Tax, Construction Materials	\$11,200
Sales/Use Tax, Equipment	\$16,000
Ad Valorem Taxes	\$84,370
Total Education Tax Revenues Over 10 Years	\$111,570
Total Abated Sales Tax	\$48,300
Total Abated Use Tax	\$39,354
Total Ad Valorem Abated Tax Revenues	\$84,370
Total Taxes Abated over 10 Year Period	\$172,024
The information provided herein in no way obligates any party to any formal commitment.	
These figures are only estimates. Actual figures will vary according to actual investment.	

RESOLUTION
2024-05

This Resolution is made this **23rd** day of **January, 2024** (the Effective Date)
by **Cullman County Commission, Alabama** (the Granting Authority), to grant a tax abatement
for **Project Flex** (the Company).

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

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

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

X all state and local noneducational ad valorem taxes,

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

all mortgage and recording taxes; and

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

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

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

WHEREAS, the construction of the project will involve capital investment of **\$50,000.00** ; and

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

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

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

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

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

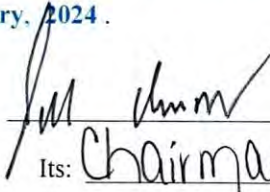
as the same may apply to the fullest extent permitted by the Act. The period of abatement for the noneducational ad valorem taxes (if applicable) shall extend for a period of **10** years measured as provided in Section 40-9B-3(h) of the Act.

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

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

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

I hereby certify that the foregoing was duly adopted by the **Cullman County, Alabama** of Alabama at a meeting held on the **23rd** day of **January, 2024**.

BY:  L. S.

Its: Chairman

ATTEST:



RESOLUTION 2024 - 41

This Resolution is made this 4th day of March, 2024 by City of Cullman, Alabama, to grant a tax abatement for PTP Lab.

WHEREAS, the Company has announced plans for a major addition to their existing facility located within the jurisdiction of the Granting Authority; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., Code of Alabama 1975) (the Act), the Company has requested from the Granting Authority an Abatement of all state and local noneducational ad valorem taxes, and all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education; and

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

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

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

WHEREAS, the construction of the project will involve capital investment of \$50,000.00; and

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

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

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

Section 1. Approval is hereby given to the application of the Company and abatement is hereby granted of all state and local noneducational ad valorem taxes, all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education; and as the same may apply to the fullest extent permitted by the Act. The period of abatement for the noneducational ad valorem taxes (if applicable) shall extend for a period of 10 years measured as provided in Section 40-9B-3(h) of the Act.

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

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

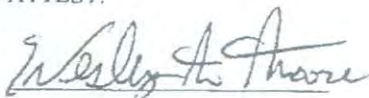
Section 4. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

I hereby certify that the foregoing was duly adopted by the City of Cullman, Alabama of Alabama at a meeting held on the 4th day of March, 2024.

BY:  L. S.

Its: City Council President

ATTEST:



Tax Abatement Agreement

This agreement is made this **4th** day of **March, 2024** (the Effective Date) by and between the **City of Cullman, Alabama** (the Granting Authority), and **PTP Lab** (the Company), its successors and assigns.

WHEREAS, the Company's North American Industry Classification System Code **541715**, meets the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(f), **Code of Alabama 1975**, as amended.

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

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

located within the jurisdiction of the Granting Authority; and

WHEREAS, the Project is estimated to be completed by **31st** day of **December, 2025**; and

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

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

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

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

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

all state and local noneducational ad valorem taxes,

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

all mortgage and recording taxes; and

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

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

WHEREAS, at its meeting held on the **4th** day of **March, 2024** (the Meeting), the Granting Authority approved the Company's application for abatement of (check all that apply):

X all state and local noneducational ad valorem taxes,

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

all mortgage and recording taxes; and

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

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

X owned by the entity applying for the abatement,

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

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

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

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

WHEREAS, the Project conducts trade or business as described in any of the following 1987 Standard Industrial Classification Major Groups 20 to 39, inclusive 50 or 51, Industrial Group Number 737, or Industry Numbers 0724, 4613, 8731, 8733, or 8734, as set forth in the Standard Industrial Classification Manual published by the United States Government Office of Management and Budget; and

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

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

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

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

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

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

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

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

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

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

(a) If no bonds are to be issued, noneducational ad valorem taxes are expected to be approximately \$180 per year and the maximum period for such abatement shall be valid for a period of 10 years, beginning with the October 1 lien date next proceeding the acquisition date of abated property.

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

(c) Construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$1,067 and such abatement shall not extend beyond the date the Project is placed in service.

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

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

(a) Amount to be invested in the Project: \$ 50,000;

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

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

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

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

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

GENERALLY

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

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

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

all state and local noneducational ad valorem taxes,

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

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

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

This Agreement is executed as of the dates specified below.

PTP Lab
(the Company)

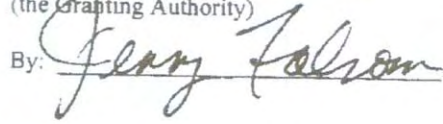
By: 

Name: Courtney Green

Title: Owner

Date: March 4, 2024

City of Cullman
(the Granting Authority)

By: 

Name: Jenny Folsom

Title: President of the City Council

Date: March 4, 2024

Project Flex
Abatement & Educational Tax Revenue Estimate
March 4, 2024

	Investment
Land&Building	\$0
Equipment & Machinery	\$50,000
Total Project	\$50,000
Sales Education Tax Revenues on Construction Materials	
Total Plant Building Cost	\$0
Estimated Ratio of Cost of Materials	0.5
Cost of Materials	\$0
Education Sales Tax Rate = 2.1%	0.021
Total Construction Sales Education Tax Revenues	\$0
Percentage of Sales Tax Abated = 6.9%	0.069
Total Abated Sales Tax	\$0
Sales & Use Education Tax Revenues On Equipment	
Total Equipment	\$50,000
Education Use Tax Rate = 1.37%	0.0137
Total Sales Education Tax Revenues, Equipment	\$685
Percentage of Use Tax Abated = 2.13%	0.02133
Total Abated Use Tax	\$1,067
Ad Valorem Education Tax Revenues	
Value of Project	\$50,000
Current Ratio of Assessed to Market Value	0.2
Tax Rate On Proposed Site	\$10,000
Education Millage Rate for the City of Cullman = 20.5 unabateable	0.0205
Annual Ad Valorem Education Tax Revenues	\$205
Ten Year Period	10
Total Ad Valorem Education Tax Revenues	\$2,050
Abated Millage Rate = 18 Mills Abated	0.018
Annual Abated Ad Valorem Taxes	\$180
Total Ad Valorem Abated Tax Revenues	\$1,800
Totals	
Sales/Use Tax, Construction Materials	\$0
Sales/Use Tax, Equipment	\$685
Ad Valorem Taxes	\$2,050
Total Education Tax Revenues Over 10 Years	\$2,735
Total Abated Sales Tax	\$0
Total Abated Use Tax	\$1,067
Total Ad Valorem Abated Tax Revenues	\$1,800
Total Taxes Abated over 10 Year Period	\$2,867
The information provided herein in no way obligates any party to any formal commitment.	
These figures are only estimates. Actual figures will vary according to actual investment.	

Project Flex
Abatement & Educational Tax Revenue Estimate
January 18, 2024

	Investment
Land&Building	\$0
Equipment & Machinery	\$50,000
Total Project	\$50,000
Sales Tax on Construction Materials	
Total Plant Building Cost	\$0
Estimated Ratio of Cost of Materials	0.5
Cost of Materials	\$0
Education Sales Tax Rate = 1.6%	0.016
Total Construction Sales Education Tax Revenues	\$0
Percentage of Sales Tax Abated = 6.9%	0.069
Total Abated Sales Tax	\$0
Use Tax On Equipment	
Total Equipment	\$50,000
Education Use Tax Rate = .8672%	0.008672
Total Sales Education Tax Revenues, Equipment	\$434
Percentage of Use Tax Abated = 2.13%	0.02133
Total Abated Use Tax	\$1,067
Ad Valorem Education Tax Revenues	
Value of Project	\$50,000
Current Ratio of Assessed to Market Value	0.2
Tax Rate On Proposed Site	\$10,000
Education Millage Rate for the City of Cullman = 13 unabateable	0.013
Annual Ad Valorem Education Tax Revenues	\$130
Ten Year Period	10
Total Ad Valorem Education Tax Revenues	\$1,300
Abated Millage Rate = 13 Mills Abated	0.013
Annual Abated Ad Valorem Taxes	\$130
Total Ad Valorem Abated Tax Revenues	\$1,300
Totals	
Sales/Use Tax, Construction Materials	\$0
Sales/Use Tax, Equipment	\$434
Ad Valorem Taxes	\$1,300
Total Education Tax Revenues Over 10 Years	\$1,734
Total Abated Sales Tax	\$0
Total Abated Use Tax	\$1,067
Total Ad Valorem Abated Tax Revenues	\$1,300
Total Taxes Abated over 10 Year Period	\$2,367
The information provided herein in no way obligates any party to any formal commitment.	
These figures are only estimates. Actual figures will vary according to actual investment.	

STATE OF ALABAMA)
)
COUNTY OF CULLMAN)

EVENT AGREEMENT

THIS EVENT AGREEMENT (“Agreement”) is entered into as of this the 18th day of January, 2024, by and between CULLMAN COUNTY COMMISSION, the lawful governing body for Cullman County, Alabama, a political subdivision of the State of Alabama, for and on behalf of Cullman County, Alabama (the “County”) and LOOMIS BROTHERS CIRCUS (“LOOMIS BROTHERS”) (hereafter individually a “Party” and collectively the “Parties”);

WITNESSETH:

WHEREAS, the County desires to promote events that are of interest and benefit to the residents of Cullman County, to expand tourism to Cullman County, and otherwise to enhance economic opportunities for the benefit of the County, its residents and local businesses; and

WHEREAS, the County has determined that holding the Loomis Brothers Circus Event (the “Event”) together with a variety of other events in Cullman, will benefit the County and assist in accomplishing the County’s desires and goals; and

WHEREAS, the County is the owner of that certain property located at 17465 US Hwy 31, Cullman, Alabama 35058 in County of Cullman, State of Alabama, more specifically Cullman County Agricultural Trade Center (the “Premises”); and

WHEREAS, Loomis Brothers desires to produce and conduct an Event, the Loomis Brothers, beginning on a date referenced herein; and

WHEREAS, Loomis Brothers asserts that it is qualified to perform general tasks associated with the event to be produced under this agreement and acknowledges that in performing those tasks it will become acquainted with all methods and procedures; and

WHEREAS, the County and Loomis Brothers have agreed that Loomis Brothers shall

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

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

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

ARTICLE I – Authorizations

The County hereby authorizes Loomis Brothers to conduct an Event for 2024 at the times and in accordance with the terms and conditions of this Agreement (the “Authorization”) to be located on the Premises in areas designated by County. The Authorizations are effective upon the approval of this Agreement by the Cullman County Commission, but is subject to revocation, effective upon a termination of this Agreement.

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

1.1.1 County. The County shall receive a flat fee of Three Thousand Three Hundred and No/100 Dollars (\$3,300.00) in exchange for the rental of the Premises. The County shall provide Loomis Brothers access to the Premises from 12:00 a.m. on February 2, 2024, until 12:00 a.m. on February 4, 2024. Loomis Brothers shall retain all rights to all box office revenue generated during the Event.

ARTICLE II – Contract Term

The effective date of this Agreement is the date when it is approved by the Cullman County Commission, and it shall expire following the Event at 12:00 a.m. on February 4, 2024 (the “Term”), unless otherwise terminated pursuant to Article VIII of this Agreement.

ARTICLE III – Parties’ Rights and Obligations

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

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

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

County or the Event.

3.3 Promotional Activities.

3.2.1 Advertising and Public Relations.

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

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

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

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

ARTICLE IV – Event

Except as otherwise provided herein, commencing in 2024, or as otherwise mutually agreed, the Events period for the Circus or Family Show Event is hereby mutually agreed upon and shall be conducted on: Friday, February 2, 2024; Saturday, February 3, 2024; Sunday, February 4, 2024.

ARTICLE V – Representations and Warranties

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

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

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

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

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

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

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

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

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

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

ARTICLE VI – Indemnification

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

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

ARTICLE VII – Insurance

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

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

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

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

Alabama.

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

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

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

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

ARTICLE VIII – Termination

8.1 Termination.

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

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

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

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

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

ARTICLE IX – Miscellaneous

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

be given to:

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

If to the County, notices shall be given to:

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

with a copy to:

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

with a copy to:

Emily Niezer Johnston
Attorney for Cullman County
500 Second Avenue, S.W., Room 110
Cullman, Alabama 35055

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

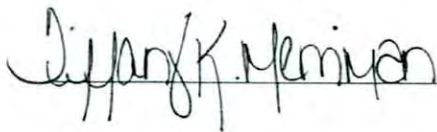
personally liable to Loomis Brothers or any successor in interest in the event of any default or breach by Loomis Brothers for any amount which may become due to Loomis Brothers or its successor or on any obligations under the terms of the Agreement.

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

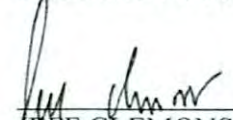
9.19 Liens. Loomis Brothers hereby waives any and all liens to which it may be entitled or to which it will be entitled in the future. In the event that any lien is filed against the interest of the County by any contractor, subcontractor, materialman or laborer involved in the Event contemplated herein,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

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

Witness:



CULLMAN COUNTY COMMISSION:



JEFF CLEMONS
CHAIRMAN

Witness:



Loomis Brothers Circus:



AGENT

Ingenuity

Statement of Work – 01 Boat Registrations, Business Licenses, Probate Court and Recording

This Statement of Work ("SOW") dated February 1, 2024 references and is incorporated within the Master Agreement ("Agreement") dated February 1, 2024 between the Cullman County Commission ("Cullman County") and Ingenuity, Inc. ("Ingenuity").

Services: Ingenuity will customize, provide, implement, maintain and support a Licensing/Recording/Probate Court Application (the "Application") for the Cullman County Probate Judge's Office ("Cullman Probate"). The Application will include functionality for processing boat registrations, business licenses, probate court case management, and the recording, indexing and imaging of legal instruments (including marriage affidavits). The Application will contain integrated functionality for customers to search, view and print recorded instruments from computers in the Cullman County Records Room, as well as from a publically accessible website. These Services are further described in Attachment 1 - Scope Document.

To strengthen integration of credit and debit card payments with the Application, Cullman Probate will utilize the services of GovtPortal, LLC ("GovtPortal") related to the processing of credit and debit card payments associated with transactions completed using the Application. The GovtPortal fees are listed in Attachment 2 - GovtPortal Application. If Cullman Probate elects to change payment processors, which is Cullman Probate's option throughout the term of this SOW, it will provide Ingenuity at least ninety (90) days written notice of such change.

Price: Cullman Probate will pay Ingenuity \$4,500 per month related to the Services associated with the Application. Ingenuity and Cullman County agree that Ingenuity can raise these monthly fees during an extended term for this SOW, but also agree that these monthly fees will not be increased by more than 10% in any year of the extended term. Cullman Probate will also pay Ingenuity an additional implementation fee of \$50,000 (the "Probate Implementation Fee") to cover the initial Services and expenses related to the Application including the initial database conversion, system implementation, training, testing and related travel. The Probate Implementation Fee will be due within 30 days of the execution of this SOW. If Cullman Probate elects to change to a payment processor not currently integrated with the Application and approved by Ingenuity, Cullman Probate will pay an additional one-time integration and testing fee, and additional monthly fees may apply. Cullman Probate customers who choose to take advantage of the online services provided by Ingenuity (including the internet-based access to Cullman Probate recorded instrument images) will pay an additional convenience fee directly to Ingenuity. During each applicable quarter, Ingenuity will pay Cullman Probate one-half of the net fees (after subtracting the related merchant processing fees) that Ingenuity collected from customers during the preceding quarter related to their internet-based access to Cullman Probate recorded instrument images.

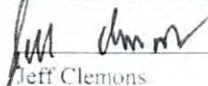
Start Date: 2/1/2024 - the Application will be implemented as soon as possible following all the necessary initial services including user testing. The target date for implementation is the first business day of June 2024.

End Date: 5/31/2027 - the End Date will be automatically extended in two (2) year increments unless either party provides the other party written notice of termination at least six (6) months prior to the original End Date or an extended End Date as be applicable.


Payment Schedule: Ingenuity will invoice Cullman County on a monthly basis for all applicable services and fees. Cullman County will pay all Ingenuity invoices in accordance with the terms of the Agreement.

Cullman Probate
Representative: Cullman County Probate Judge

Cullman County Commission

Signature: 
By: Jeff Clemons
Title: Chairman

Ingenuity, Inc.

Signature: 
By: Rick A. Hayes
Title: President

Ingenuity

MASTER AGREEMENT

This Master Agreement (the "Agreement") is made this 1st day of February 2024 ("Effective Date"), by and between Ingenuity, Inc., an Alabama corporation, ("Ingenuity") and the Cullman County Commission ("Cullman County").

A. Ingenuity is a professional services firm that provides a broad range of business and technology services.

B. Cullman County desires to retain Ingenuity to provide certain products and/or services as described in a Statement of Work ("SOW"), which upon execution by duly authorized representatives of both Ingenuity and Cullman County shall be attached hereto and shall become subject to and part of this Agreement.

NOW THEREFORE, for and in consideration of the mutual representations, warranties, covenants and agreements set forth below, the parties agree as follows:

1. SERVICES. Ingenuity shall perform for Cullman County the services (the "Services") described and agreed to in a SOW. In the event of any conflict between the terms of a SOW and this Agreement, the SOW shall control. As required for Ingenuity to perform the Services, Cullman County shall provide Ingenuity the necessary access to Cullman County's facilities and all relevant Cullman County information.

2. TERM. The initial term of this Agreement shall be from the Effective Date through May 31, 2027. At the expiration of the initial term, this Agreement shall be renewed automatically for successive two-year terms unless notice of its intention not to renew is given in writing six (6) months prior to expiration of the term by the party seeking to terminate. The term of this Agreement shall be automatically extended as necessary to include the term of all SOWs and the payments related to all SOWs.

3. PAYMENT FOR SERVICES.

(a) Payment. Cullman County shall pay Ingenuity as set forth in all applicable SOWs.

(b) Travel and Other Expenses. All expenses incurred by Ingenuity related to providing Services to Cullman County hereunder shall be paid by Ingenuity unless otherwise agreed upon in writing by both parties.

(c) Terms of Payment. Ingenuity shall submit invoices to Cullman County as agreed upon in the applicable SOW and Cullman County shall pay Ingenuity for the Services performed within thirty (30) days after the date of Ingenuity's invoice. Cullman County shall pay interest at the rate of ten percent (10%) per annum compounded monthly on any balance not paid within thirty (30) days of the due date.

4. CONFIDENTIALITY. In connection with this Agreement, each party may disclose certain confidential or proprietary information ("Information") to the other party. Each party will treat all Information as confidential and not disclose it to any third party. The parties agree to protect the Information by using the same degree of care, but no less than a reasonable degree of care, as the other party uses to protect its own similar confidential information. This obligation of confidentiality and care shall extend for two (2) years following the termination of this Agreement. Each party's duty of confidentiality shall not extend to information that (i) is already known to or has been developed independently by such party without reference to the other party's Confidential Information, (ii) is received from a third party who has the right to hold and disclose it, (iii) is released in writing from confidentiality protection by the other party, or (iv) is in the public domain, except if as a result of a breach of this Agreement. Notwithstanding the foregoing, Cullman County shall incur no liability and will not breach this Agreement by disclosing any documents, records, or information pursuant to Sections 36-12-40 or 36-12-41 of the Code of Alabama 1975, as amended.

5. WARRANTIES.

(a) Ingenuity Warranty. Ingenuity shall perform the Services in a professional and workmanlike manner.

(b) WARRANTY EXCLUSION. THIS AGREEMENT PROVIDES FOR SERVICES AND UNLESS OTHERWISE SPECIFIED IN A SOW IS NOT A SALE OF GOODS. NO EMPLOYEE, AGENT, OR REPRESENTATIVE OF INGENUITY HAS ANY RIGHT TO MAKE ANY WARRANTY OR PROMISE ON INGENUITY'S BEHALF WITH RESPECT TO THE SERVICES.

6. OWNERSHIP OF SOFTWARE AND PROCESSES. Ingenuity's software and processes, including but not limited to Ingenuity's methodology, procedures, strategies, trade secrets, know how, ideas and expertise, used by Ingenuity in providing Services, are not included in any deliverable. Ingenuity retains all right, title and interest in and to such software and processes, including all intellectual property rights pertaining thereto including (1) all ideas, designs, concepts, techniques, inventions, discoveries, and improvements, regardless of patentability, but including patents, patent applications, trade secrets, and know-how; (2) all works of authorship regardless of copyright ability but including copyrights and any moral rights recognized by law; and (3) all other similar rights. Cullman County shall not provide (and shall not allow any of its employees, contractors, agencies, affiliates, or subdivisions to provide) any of Ingenuity's software or processes, any related object or source code, or any related documentation to any other person or entity.

7. INSURANCE. Ingenuity will secure and maintain reasonably adequate worker's compensation insurance in accordance with the law of the work site. Ingenuity will also maintain comprehensive general liability and property damage insurance in accordance with generally accepted industry standards.

8. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR GOODWILL, SUFFERED BY THE OTHER PARTY OR ITS CUSTOMERS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED OR IS REASONABLY FORESEEABLE. EXCEPT IN CONNECTION WITH CULLMAN COUNTY'S OBLIGATION TO PAY INGENUITY FOR THE SERVICES, IN THE EVENT EITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY MATTER RELATING TO OR ARISING IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, INTENDED CONDUCT, TORT OR OTHERWISE, THE AMOUNT OF DAMAGES RECOVERABLE AGAINST THE OTHER PARTY FOR ALL EVENTS, ACTS OR OMISSIONS SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT ACTUALLY PAID BY CULLMAN COUNTY FOR INGENUITY SERVICES UNDER THE APPLICABLE STATEMENT OF WORK.

9. INDEPENDENT CONTRACTORS. Ingenuity's relationship with Cullman County shall be that of an independent contractor and not that of an employee of Cullman County or any affiliate. Each party shall be solely responsible for wages, salaries and other amounts due to its respective employees or subcontractors. Each party shall be responsible for all reports and obligations respecting its employees concerning social security, income tax, unemployment insurance, workers' compensation and security matters. Neither party shall have the authority to enter into contracts that bind the other party or create obligations on the part of the other party without the prior written authorization of such other party. Ingenuity does not undertake to perform any obligation of Cullman County, whether regulatory or contractual, or to assume any responsibility for Cullman County's business or operations. Ingenuity has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all Services.

10. TERMINATION. Either party may terminate this Agreement in the event of a material breach by the other party of any representation, warranty, condition or covenant of this Agreement that is not cured as listed below. The non-breaching party shall give the breaching party thirty (30) business days prior written notice with an opportunity to cure the breach within such thirty (30) business day period. In the event that the breaching party fails to cure the breach within the thirty (30) business day period, the non-breaching party shall have the right to terminate this Agreement.

11. NONSOLICITATION. Each party agrees that during the term of this Agreement and for a period of twelve (12) months thereafter, neither it nor any person or entity affiliated with it will directly or indirectly employ or otherwise engage in any capacity any person who is or has been an employee of the other party at any time during the term of this Agreement, nor will a party or any affiliate solicit or encourage any such person to leave the employ of the other party for any reason, without the written consent of the other party.

12. DISPUTE RESOLUTION. All disputes involving this Agreement that the parties are unable to solve between themselves shall be submitted to a mediator appointed and operating under the Uniform Arbitration Act and the procedural rules of the American Arbitration Association. Such mediator shall include only persons with experience in the areas of technology and professional services. The parties shall choose a mutually agreeable mediator and the mediation shall be held in Jefferson County, Alabama. The mediator shall determine how the costs of mediation shall be shared between the parties. If a mutually acceptable conclusion cannot be reached, and legal action is necessary, the non-prevailing party in such proceedings shall pay to the prevailing party all costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred therein by such prevailing party.

13. MISCELLANEOUS.

(a) This Agreement and any executed SOWs constitute the entire agreement of the parties hereto with respect to the matters contemplated hereby, and no other agreement, statement or promise, made by any party hereto, that is not contained herein shall be binding or valid. Except as otherwise expressly provided in this Agreement, this Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of Ingenuity and Cullman County. The parties agree that the terms and conditions included in each party's standard printed forms, including any purchase order or other instrument covering the subject matter of this Agreement, which purport to amend, alter, modify, change, or supplement all or any part of this Agreement shall be of no force and effect.

(b) Except for the disclosure of any records, documents, or information by Cullman County pursuant to Sections 36-12-40 or 36-12-41 of the Code of Alabama 1975, as amended, each of the parties acknowledges and agrees that the other party would be damaged irreparably in the event any of the provisions of Sections 4 or 11 are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the parties agrees that the other party shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any state court in the State of Alabama or federal district court in Alabama, in addition to any other remedy to which they may be entitled, at law or in equity.

(c) Any notice required or permitted to be given under this Agreement, including, without limitation, all requests for approval or consent, shall be personally delivered or sent by registered or certified first class U.S. Mail, return receipt requested, by a recognized overnight courier service, by hand delivery, or by confirmed facsimile transmission and shall be deemed given upon receipt. All such notices shall be delivered to the following addresses, which may be changed at any time upon written notice to the other party:

Ingenuity, Inc.
8137 Helena Road, Suite 200
Pelham, AL 35124
Attention: President

Cullman County Commission
500 2nd Ave SW
Cullman, AL 35055
Attention: County Commission Chairman

(d) The waiver by any party hereto of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. Any waiver of a term, covenant or condition in this Agreement shall be valid only if in writing.

(e) In the event of any action or proceeding at law or in equity between Cullman County and Ingenuity to enforce or interpret any provision of this Agreement or to protect or establish any right or remedy of either party hereunder, the party not prevailing in such action or proceeding shall pay to the prevailing

party all costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred therein by such prevailing party and if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and attorneys' fees shall be included in and as part of such judgment.

(f) The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either party. The parties acknowledge that each party and its counsel have reviewed this Agreement and participated in its drafting and therefore that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

(g) In the event that either party is unable to perform any of its obligations under the Agreement or to enjoy any of its benefits because of, or if loss of the product is caused by, natural disaster, actions or decrees of governmental bodies or communications line failures not the fault of the affected party ("Force Majeure Event"), the party who has been so affected immediately shall give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, the Agreement shall be immediately suspended. Delays in delivery due to a Force Majeure Event shall automatically extend the delivery date(s) for the period equal to the duration of such Force Majeure Events; any warranty period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such Force Majeure Event.

(h) In the event that any provision of this Agreement, or the application of any such provision to any person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

(i) This Agreement shall be interpreted and construed under and pursuant to the laws of the State of Alabama without regard to its rules on conflicts of laws.

(j) Ingenuity shall have the right to prepare and distribute a news release announcing Cullman County as a customer of Ingenuity. Cullman County has the right to approve any related news release prior to its distribution, and Cullman County agrees to cooperate with Ingenuity in providing an appropriate quotation for an approved release. Ingenuity may reference Cullman County's name and use Cullman County's logo in Ingenuity's sales calls and in lists of Ingenuity's customers. This provision shall survive the termination of this Agreement.


(k) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

Cullman County Commission

Signature: 
By: Jeff Clemons
Title: Chairman

Ingenuity, Inc.

Signature: 
By: Rick A. Hayes
Title: President

Amber *Video & Audio Services, Inc.*

17875 County Road 460-Moulton, AL 35650

256-974-7953 Fax 256-905-0822

Huntsville: 256-763-0254

ambervideo.com

E-mail: refree@bellsouth.net

Since 1997

INVOICE

Date: 1-11-2024

Invoice # 024-006

Reference P.O. # _____

To: Cullman County EMA
2020 Beech Avenue
Cullman, Alabama 35055

Services:

Sales and installation of a Video Matrix System for the EMA.

Equipment:

Matrix

- Quantity of 1-MX-1616-H2XC 16 Slot - 4K60Hz Empty Custom Matrix Chassis
- Quantity of 16-TX-H2X-HDMI 4K30Hz HDBaseT™ Output Card for H2XC | HDR | PoH | Audio In/Out | DSP
- Quantity of 16-RX-70-4K 4K30Hz HDBaseT™ Receiver | PoH | Ethernet, IR & RS232 Passthrough (4K: 70m/230ft, 1080p: 100m/328ft) [For TX-70-4K]
- Quantity of 8-EX-35-H2 4K60Hz HDBaseT™ Extender Set | Dolby Vision & HDR | PoH | RS232 & 2-Way IR Passthrough (4K: 35m/115ft, 1080p: 70m/230ft)

Matrix Total-\$15,738.57

Hardware for system

- Quantity of 5-TV wall mounts for 65" and 85" TV's-\$48.00 x 5=\$240.00
- Quantity of 900 feet of CAT6-\$270.00
- Quantity of 40 RG-45 Connectors-\$100.00
- Quantity of 1-Middle Atlantic NO-DWR1017 10RU 17" deep wall mount cabinet-\$608.57

Total Equipment-\$1,218.57

TV Antenna System

- Quantity of 1-Channel Master CM-4228HD 80 mile UHF Antenna-\$225.00
- Quantity of 1-Channel Master Amplify Plus Antenna Preamp-\$105.00
- Quantity of 1-Terk Brand-TV tuner-\$73.00
- Quantity of 1-150 feet of RG-6 Quad Coax cable-\$45.00

Total Equipment-\$448.00

Added items That Were Needed and Not on Original Quote

- Quantity of 3-Old Box frames-\$4.00 x 3=\$12.00
- Quantity of 7 Cable Sleeve Fed through plates-\$4.00 x 7=\$28.00
- Quantity of 10 Toggles with Bolts-\$3.00 x 10=\$30.00
- Quantity of 4-4" Tapcons with washers-\$1.50 x 4=\$6.00
- Quantity of 4-Manhattan brand 1x2 HDMI Splitters for office feeds and NVR since computers did not have all HDMI out-\$35.00 x 4=\$140.00
- Quantity of 6-6 foot HDMI cables-\$36.00
- Quantity of 2-VGA to HDMI Adapters-\$28.00 x 2=\$56.00
- Quantity of 1-Cable Flex-\$10.00
- Quantity of 1-Double Sided Adhesive Tape-\$40.00

Total Extra Equipment-\$358.00

TOTAL EQUIPMENT=\$17,763.14

Labor:

\$3,000.00

TOTAL DUE-\$20,763.14

Please make check payable to:

Amber Video & Audio Services, Inc.

TERMS: NET 20 days

Thank you for allowing us the opportunity to serve you!

ATTACHMENT 3 – PROJECT COSTS AND COMPENSATION FORM

PROJECT: Trade Tank Pump Station Project

DATE ASSIGNED: 10/24/2023

TYPE OF PROJECT FUNDING: ARPA
 ARPA, County Funds, Other Grant Funds

BASE COST OF PRELIMINARY DESIGN PHASE,	<u>\$10,000.00</u>
FINAL DESIGN PHASE, AND BIDDING PHASE:	<u>\$51,080.00</u>

Base Cost Formula:

<u>\$825,400.00</u>	x	<u>7.4%</u>	=	<u>\$61,080</u>
Probable Design Cost <i>(To be updated following bid)</i>		Percentage Fee <i>(Based upon Schedule of Costs)</i>		BASE COST

NOT TO EXCEED AMOUNT FOR ADDITIONAL COSTS: <i>(10% of Total Base Cost unless otherwise specified; To be invoiced per the Schedule of Costs)</i>	<u>\$6,108.00</u>
--------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------

NOT TO EXCEED COST OF CONSTRUCTION PHASE: <i>(To be billed monthly)</i>	<u>\$34,400.00</u>
----------------------------------------------------------------------------	--------------------

TYPE OF PROJECT: Minor Equipment Upgrade
(Simple Linear/Minor Equipment Upgrade or Treatment Plant/Major Equipment Upgrade)

Construction Cost Formula:

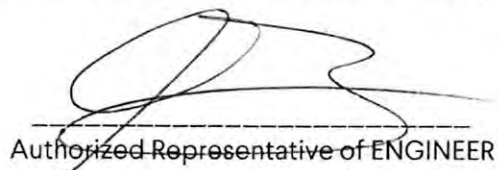
<u>8</u>	x	<u>\$4,300.00</u>	=	<u>\$34,400.00</u>
Number of Months		Monthly Fee <i>(Based upon Schedule of Costs)</i>		Not to Exceed Construction Phase Costs

TOTAL FEE (Not to Exceed): \$101,588.00
 (BASE COST + ADDITIONAL COSTS + CONSTRUCTION PHASE COST)

The parties agree that the fees and costs contained herein represent the all fees that may be charged for the above-referenced project, absent an amendment hereto memorialized in writing and signed.



 Authorized Representative of OWNER



 Authorized Representative of ENGINEER



JANUARY 7, 2024

Quote: 24-0107-05RV1



Project: BOE BUILDING – 3RD FLOOR
Location: CULLMAN, AL
Quoted to: SHANE BAILEY

Quote

LED Solutions, LLC.
140 Business Center Drive
Birmingham, AL 35244
Phone: (205) 443-0711
Prepared by: James Smith

Type	Description	Qty
A	2x4 Panel, Lumen Select, Color Select	161
B	2x2 Panel, Adjustable Lumens	5
C	4' Strip, 6000 Lumen, 4000K CCT	4
D	4' Wrap, Lumen Select, Color Select, Battery Backup	12
E	2' Sconce, 3000 Lumen, 4000K CCT	6
F	6" Downlight	1

TOTAL BILL OF MATERIALS: \$22,051.11

SALES TAX (EXEMPT): \$0.00

LIGHT FIXTURES TOTAL: \$22,051.11

INSTALLATION LABOR, PARTS & EQUIPMENT: \$26,358.00

TOTAL PROJECT COST: \$48,409.11

NOTES:

QUOTE VALID UNTIL FEBRUARY 7, 2024.

INCLUDES REMOVAL AND DISPOSAL OF EXISTING LIGHT FIXTURES.

INCLUDES LIGHT FIXTURES LISTED IN THE BILL OF MATERIALS IN UNIVERSAL (120-277) VOLTAGE.

INSTALLATION TO BE PERFORMED DURING REGULAR BUSINESS HOURS.

INCLUDES 10-YEAR WARRANTY.

QUOTE DOES NOT INCLUDE ANY NEW CIRCUITS, CORRECTING ANY CODE DEFICIENCIES, CONCEALED PHYSICAL CONDITIONS OR HAZARDOUS MATERIALS ABATEMENT UNKNOWN AT THE TIME OF QUOTING.

SCHEDULING NOTES:

3 - 5 WEEKS LEAD TIME.



Ingram Equipment Company

11 Monroe Drive 400 Dupree Street 1596 S. Bethel Road Unit A
 Pelham, AL 35124 Tallahassee, FL 32304 Priceville, AL 35603
 8559 Bellingrath Road 1311 Industrial Park Road
 Theodore, AL 36582 Columbus, MS 39701
 Phone: (205) 663-3946
 www.ingramequipment.net

Ship To: CULLMAN COUNTY COMMISSION SANITATION
 2810 Hwy 69 S
 CULLMAN, AL 35056
 +34.0283817, -86.9029637

Branch 01 - PELHAM		
Date 01/08/2024	Time 11:00:07 (O)	Page 1
Account No CULLM002	Phone No	Est No 02 Q00744
Ship Via	Purchase Order	
Tax ID No		
JAMES HOVATER		Salesperson WH

Invoice To: CULLMAN CO. COMM SANITATION
 2810 HIGHWAY 69 SOUTH
 2810 HWY 69 S
 CULLMAN AL 35056

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 01/31/2024 Amount

HEIL LIBERTY 22YD AUTOMATED SIDE LOADER
 ON FREIGHTLINER
 INSTALLATION
 TRI-CUFF GRABBERS
 OIGAI REMOTE PUMP, CD PTO
 HOPPER & LIFT WORK LIGHTS
 MULTI-FUNCTION "SMART" LIGHTS - TAILGATE
 TAILGATE STROBE
 AUXILIARY LIFT CONTROLS UNDER RH SEAT
 3" HOPPER DRAIN VALVE
 MUD FLAPS AHEAD OF REAR TIRES
 MANUAL HOPPER COVER
 REAR FENDERS
 3 WAY CAMERA SYSTEM*
 *Rear, Grabber, & Hopper Views
 AUTO LUBE SYSTEM (ARM ONLY)
 PAINT: WHITE
 -
 2025 FREIGHTLINER M2-106
 5YR/150K ENGINE & AT WARRANTY
 5YR/UNLIM. MILE TRANSMISSION WARRANTY
 PAINT: WHITE

Sale Total: 305195.37

Miscellaneous Charges/Credits
 =====

FREIGHT CHARGE Qty: 1 Price: 770.00 770.00

Subtotal: 305965.37

Quote Total: 305965.37

Authorization: _____

Sourcewell Contract 091219-THC

**This Unit May Be Subject to Manufacturer Surcharges

Thank You For Your Business!

CULLMAN COUNTY COMMISSIONERS
500 2ND AVE SW
CULLMAN, AL 35055



Your account is past due.

Your monthly payment was not received by the due date; therefore, your account is at risk of being canceled.

In order to keep your policy(s) in force, we must receive the minimum due, which includes any past due premium and fees, before the cancellation date.

Account 0322036
Invoice 7001558419
Date 12/04/2023

Minimum Due **\$99,095.11**
Payment Due Date **01/01/2024**

Your Agent BYARS-WRIGHT INC
205-221-3621

Contact your agent for policy changes, answers to coverage questions or to report a claim. You can also report a claim 24/7 by calling 888-362-2255 or by logging in to Policyholder Access.

Payment Options

Electronic Funds Transfer (EFT)

Pay with recurring automatic withdrawals from your bank account with no invoice fee. Sign up in Policyholder Access, or contact your agent to get started.

Mail

Include bottom portion of this invoice with payment by check, money order or cashier's check. (do not send cash)

Online

emcins.com

Visit our website to make a single payment by eCheck or credit/debit card.

Policyholder Access

► Now with paperless options!

Policyholder Access gives you online access to your policy and other helpful tools, like paperless billing. Contact your agent to sign up.

Prevent Losses

► With our loss control resources

Make your organization a safer place to work. Access easy-to-use online resources at emcins.com/losscontrol.

Allow at least 7 days for your payment to reach our office. Include the bottom portion of this invoice with your payment.



Account 0322036
Invoice 7001558419
Date 12/04/2023

Account Balance \$554,312.00
Minimum Due **\$99,095.11**
Due Date **01/01/2024**

Amount Enclosed

Check here and complete form on back for address change.

CULLMAN COUNTY COMMISSIONERS
500 2ND AVE SW
CULLMAN, AL 35055



EMC INSURANCE COMPANIES
PO BOX 219637
KANSAS CITY MO 64121-9637

70000000032203601042470015584191005543120000099095112



Account 0322036
 Invoice 7001558419
 Date 12/04/2023

Account Summary

Starting Account Balance	Payments Received	New Transactions	Fees and Adjustments	Current Account Balance	Minimum Due 01/01/2024
\$7,981.00	\$0.00	\$546,311.00	\$20.00	\$554,312.00	\$99,095.11

Policy Details

Policy Type and Number	Transaction Date	Transaction Type	Transaction Amount	Current Balance	Minimum Due
Policy Period 12/01/2022-12/01/2023					
Commercial Property 6A50678-1				\$1,932.48	\$1,932.48
Inland Marine 6C50678-1	11/29/2023	Policy Change	\$53.00	\$1,092.29	\$1,092.29
Commercial Auto 6E50678-1	11/13/2023	Policy Change	(\$42.00)	\$4,947.23	\$4,947.23
Policy Period 12/01/2023-12/01/2024					
Commercial Property 6A50678-2	11/29/2023	Renewal	\$179,504.00	\$179,504.00	\$29,928.21
Inland Marine 6C50678-2	11/29/2023	Renewal	\$108,290.00	\$108,290.00	\$18,054.90
Commercial Auto 6E50678-2	11/29/2023	Renewal	\$258,506.00	\$258,506.00	\$43,100.00

Subtotal \$546,311.00 \$554,272.00 \$99,055.11

Account Charges	Transaction Date	Description	Amount	Current Balance	Minimum Due
		Unpaid Prior Account Charges		\$20.00	\$20.00
	12/05/2023	Late Fee	\$20.00	\$20.00	\$20.00

Subtotal \$20.00 \$40.00 \$40.00

Unapplied Funds \$0.00

Account Balance | Minimum Due \$554,312.00 \$99,095.11

Any change made to your account after the issue date of this invoice will be reflected on the next invoice.

Projected Billing Schedule

This schedule is based on your current balance. The estimated minimum due in the projected billing schedule does not include invoice fees or future policy changes. You will not receive an invoice if the minimum due is less than \$20.00, unless it is the final balance.

Due Date	Estimated Minimum Due	Due Date	Estimated Minimum Due	Due Date	Estimated Minimum Due
02/01/2024	\$45,521.69	06/01/2024	\$45,521.69	10/01/2024	\$45,521.69
03/01/2024	\$45,521.69	07/01/2024	\$45,521.69	11/01/2024	\$45,521.68
04/01/2024	\$45,521.69	08/01/2024	\$45,521.69		
05/01/2024	\$45,521.69	09/01/2024	\$45,521.69		

EMPLOYERS MUTUAL CASUALTY COMPANY
877 NORTHPARK DRIVE, SUITE 100
RIDGELAND MS 39157

NOTICE OF CANCELLATION OF INSURANCE

Named Insured & Mailing Address:

Producer: S0645

CULLMAN COUNTY COMMISSIONERS
500 2ND AVE SW
CULLMAN AL 35055-4155

BYARS-WRIGHT INC
PO BOX 1309
JASPER AL 35502-1309

Policy No.: 6A50678
Type of Policy: COMMERCIAL PROPERTY
Date of Cancellation: 01/02/2024; 12:01 A.M. Local Time at the mailing address of the Named Insured.

We are cancelling this policy. Your insurance will cease on the Date of Cancellation shown above.

The reason for cancellation is Nonpayment of Premium

1636 - 3/4 : 3815
(120623CP)

Named Insured

CULLMAN COUNTY COMMISSIONERS
500 2ND AVE SW
CULLMAN AL 35055-4155

Date Mailed:
5th day of December, 2023



AUTHORIZED REPRESENTATIVE

EMPLOYERS MUTUAL CASUALTY COMPANY
877 NORTH PARK DRIVE, SUITE 100
RIDGELAND MS 39157

NOTICE OF CANCELLATION OF INSURANCE

Named Insured & Mailing Address:

CULLMAN COUNTY COMMISSIONERS
500 2ND AVE SW
CULLMAN AL 35055-4155

Producer: S0645

BYARS-WRIGHT INC
PO BOX 1309
JASPER AL 35502-1309

Policy No.: 6C50678
Type of Policy: INLAND MARINE
Date of Cancellation: 01/02/2024; 12:01 A.M. Local Time at the mailing address of the Named Insured.

We are cancelling this policy. Your insurance will cease on the Date of Cancellation shown above.

The reason for cancellation is Nonpayment of Premium

1636 - 4/4 : 3816
(120623CP)

Named Insured

CULLMAN COUNTY COMMISSIONERS
500 2ND AVE SW
CULLMAN AL 35055-4155

Date Mailed:
5th day of December, 2023



AUTHORIZED REPRESENTATIVE

1636 - 04 : 3812
(120623CP)

=====
===== CULLMAN COUNTY COMMISSIONERS
500 2ND AVE SW
CULLMAN AL 35055-4155



A.I.D ALABAMA INFRASTRUCTURE & DEVELOPMENT, LLC



INVOICE
A.I.D Alabama
Infrastructure &
Development, LLC

Scott McDonald

TEL: 256-930-1364

Cullman Co.Engineering Dept.
2883 AL 69 Cullman, AL 35058
Date: Wednesday, January 10, 2024

Project completion: Sportsman Lake Park: Pandemic Response Center
Invoice Number: 1004

Description	Unit Price	Cost
Original quote		\$12,753.00
(4) 6" Bollards added		\$2,500.00
	Tax	\$0.00
	Total	\$15,753.00

Please make checks payable to A.I.D Alabama Infrastructure & Development, LLC.
Thank you for your business.
Sincerely,
Scott McDonald

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Monday, January 8, 2024, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for new concrete pipe. At this time sealed bids will be publicly opened and read aloud.

This bid will be a cooperative bid between the Cullman County Commission and the following municipalities located within Cullman County. Town of Good Hope, Town of Colony, Town of Garden City, Town of Dodge City, Town of Holly Pond, Town of Baileyton and the Town of Fairview, Town of West Point, City of Hanceville, and the Cullman County Commission on Education.

Each participating governmental entity will be responsible for issuing its own purchase orders, deliver instructions, invoicing, insurance requirements, and issue its own tax exemption certificates as required by vendors.

The award of this bid will be made by the Cullman County Commission on behalf of all indicated governmental entities. The Cullman County Commission reserves the right to reject any/or all bids to waive any formalities in the bidding.

The bid shall be in effect for a period of one year from date of award. If mutually agreeable between both parties, the Cullman County Commission may extend the bid period one- year increments for up to three years.

Any questions regarding this bid should be directed to County Engineer Philip Widner at (256) 796-1336 or (256) 796-1340.

The Shaddix Company Inc
Company

207 Park Drive
Mailing Address

Cullman, AL 35058

256-737-0051
Phone/Fax

Dwayne Shaddix
Representative

SPECIFICATIONS FOR REINFORCED CONCRETE ROADWAY PIPE

Item	Size	DESCRIPTION	UNIT PRICE PER FOOT	
			pickup on local yard	Delivered *
530A-000	15 inch	Roadway Pipe (Class 3 R.C.)	\$ 20. ⁵⁰ per ft	\$ 22. ⁷⁶ per ft
530A-001	18 inch	Roadway Pipe (Class 3 R.C.)	\$ 25. ⁵⁰ per ft	\$ 28. ³⁰ per ft
530A-002	24 inch	Roadway Pipe (Class 3 R.C.)	\$ 40. ⁰⁰ per ft	\$ 44. ²⁸ per ft
530A-003	30 inch	Roadway Pipe (Class 3 R.C.)	\$ 54. ⁵⁵ per ft	\$ 60. ³⁰ per ft
530A-004	36 inch	Roadway Pipe (Class 3 R.C.)	\$ 80. ⁵⁰ per ft	\$ 88. ⁶³ per ft

530B-000	18" SPAN. 11" RISE	Roadway Pipe (Class 3 R.C.)	\$ 37. ⁶⁰ per ft	\$ 40. ¹⁴ per ft
530B-001	22" SPAN. 14" RISE	Roadway Pipe (Class 3 R.C.)	\$ 45. ⁰⁰ per ft	\$ 48. ⁰⁰ per ft
530B-002	29" SPAN. 18" RISE	Roadway Pipe (Class 3 R.C.)	\$ 67. ⁰⁰ per ft	\$ 71. ⁵¹ per ft
530B-003	36" SPAN. 23" RISE	Roadway Pipe (Class 3 R.C.)	\$ 81. ⁰⁰ per ft	\$ 86. ⁴² per ft
530B-004	44" SPAN. 27" RISE	Roadway Pipe (Class 3 R.C.)	\$ 110. ⁰⁰ per ft	\$ 117. ³⁹ per ft

This material shall conform to the requirements of Section 530 and 850, Alabama Department of Transportation Standard Specifications for Highway Construction, current edition.

These bids shall be firm for a period of one year from the date of the award. Bid will be FOB job site or Cullman County maintenance yards located at 2883 AL Hwy. 69 North and 3190 County Road 438, Cullman County, or pickup at a local yard.

The Shaddix company Inc.
Company

256-737-0051
Phone/Fax

207 Park Drive
Pickup / Local Address

Cullman, AL 35058

207 Park Drive
Mailing Address

Cullman, AL 35058

Dwayne Shaddix
Representative

Any questions regarding this bid should be directed to County Engineer Philip Widner at (256) 796-1336 or (256) 796-2266.

* - Delivered Prices are for Full Truck Load quantities; partial loads will be subject to additional charges

PHILIP WIDNER, P.E.
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January 3, 2024

Proposed considerations for upcoming Commission meeting and work session on January 18th, 2024.

- Proposed plat Crossroads Estates Subdivision. A minor subdivision containing 14 Lots located 500ft West of Guthrie's Crossroads at the corner of County Road 222 and County Road 847.
- Proposed plat West View Acres Subdivision. A minor subdivision containing 4 Lots located ½ mile North of US Hwy 157 on County Road 1242.
- Proposed Resubdivision of Kingfisher Subdivision Phase 1B. Removal of Lot 50 from currently recorded plat. Located on County Road 1616 in Berlin.
- Proposed Resubdivision of Kingfisher Subdivision Phase 1C. Removal of Lots 132 and 133, also the addition of Lot 19A from currently recorded plat. Located on County Road 1616 in Berlin.
- Proposed updating of Cullman County's local Floodplain Development Ordinance to match the required State of Alabama standards.