Cullman County Commission

PROCLAMATION

WHEREAS, Amateur radio operators are celebrating over a century of the miracle of the human voice broadcast over the airwaves; and

Whereas, Amateur radio has continued to provide a bridge between peoples, societies and countries by creating friendships and the sharing of ideas; and

WHEREAS, Amateur radio operators have also provided countless hours of community services both in emergencies and to other local organizations throughout these decades; and

WHEREAS, these Amateur radio services are provided wholly uncompensated; and

Whereas, the State also recognizes the services amateur radio's people also provide to our many Emergency Response organizations, including Cullman County EMA; and

WHEREAS, these same individuals have further demonstrated their value in public assistance by providing free radio communications for local parades, bike-a-thons, walk-a-thons, fairs and other charitable public events;

and

WHEREAS, the Cullman County Commission recognizes and appreciates the diligence of these "hams" who also serve as weather spotters in the SKYWARN® program of the National Weather Service; and

WHEREAS, ARRL is The National Association for Amateur Radio® in the USA; and

WHEREAS, the ARRL Amateur Radio Field Day exercise will take place on June 27-28, 2026 and is a 24-hour emergency preparedness exercise and demonstration of the radio amateurs' skills and readiness to provide self-supporting communications without further infrastructure being required; now

THEREFORE, The Cullman County Commission does hereby officially recognize and designates June 21-28, 2026, as Amateur Radio Week.

Jeff Clemons,
Chairman

Attest: County Clerk

Kerry Watson,
Commissioner

Kelly Duke,
Commissioner

Garry Marchman,
Commissioner

Corey Freeman,
Commissioner

RESOLUTION—2026-30

ACT 2026-608

(Local Unit Retirees and Beneficiaries of Deceased Retirees)

Be it resolved that the Cullman County Commission through its governing authority, elects to come under the provisions of Section 2 of Act 608 of the Regular Session of the 2026 Legislature.

The Cullman County Commission agrees to provide all funds necessary to the Employees' Retirement System to cover the cost of the one-time lump sum payment as provided for by this Act for those eligible retirees and beneficiaries of deceased retirees of the
Cullman County Commission with the aforementioned lump sum payment being paid in October 2026.

CERTIFICATION

I, Jeff "Clem" Clemons, Chairman of the Cullman County Commission hereby certify that the foregoing is a true and correct copy of the Resolution passed on this 18th of June 2026.

Signature of Official

Chairman

Official Title

THE RETIREMENT SYSTEMS OF ALABAMA

May 19, 2026

CULLMAN COUNTY COMMISSION

Unit Code: ECLM

Act 2026-608 of the 2026 Regular Session of the Alabama Legislature provides your agency with the opportunity to grant a one-time lump payment to retired members and beneficiaries of deceased retirees who retired prior to October 1, 2025, and entitled to receive a monthly retirement benefit from the Employees' Retirement System (ERS) as of September 30, 2026.

The Act provides for the retiree to receive a one-time lump sum payment of $1.00 for each month of service credited to the retiree's account or a beneficiary of a deceased retiree. Payment will be made in October 2026 separate from the monthly retirement payment.

If your agency elects to grant the 2026 one-time lump sum payment, your estimated cost is **$68,529.00** which will require **0.30%** to be added to your agency's employer contribution rate effective for the one year period from October 1, 2027 – September 30, 2028, or you may submit a one-time lump sum payment remitted with the resolution to cover the cost. The lump sum payment should be received by the ERS on or prior to August 31, 2026.

To grant the provisions of Act 2026-608 for retirees and beneficiaries of your agency, the governing authority of your agency must adopt and submit a Resolution. A fillable form Resolution can be found on the RSA website at https://www.rsa-al.gov/uploads/files/2026_Lump_Sum_Resolution_Retiree_fillable.pdf. **Resolution to adopt the provisions of Act 2026-608 must be received by the ERS no later than August 31, 2026**. You may email the signed resolution to crystal.jones@rsa-al.gov . Please note that there is no provision that will allow the one-time lump sum payment to be granted retroactively.

Any retiree or beneficiary whose eligibility for Medicaid benefits is impaired by this payment shall not be entitled to receive payment and should notify this office to request that the increase not be granted.

If you have any questions regarding the implementation of the provisions of Act 2026-608, please contact my office at (334) 517-7000 or 1-877-517-0020.

Sincerely,
William F. Kelley, Jr.
Director
Employees' Retirement System

PUBLIC HEARING NOTICE

The Cullman County Commission will hold a Public Hearing on Thursday, June 18, 2026 at 6pm, at the Cullman County Courthouse, Commission Meeting Room, 500 2nd Avenue SW, Cullman, AL, 35055, Room 104, to discuss the County's submission of an application for the Fiscal Year 2026 Community Development Block Grant (CDBG) Program. The County is interested in obtaining all citizens input on community development needs within the County. As part of the hearing process, citizens will be asked to verbally assist in the completion of a Needs Assessment document. The document will detail what the residents feel are the strengths and weaknesses of the community. The County needs as much local participation as possible in order to reflect the true desires of the community, as well as the comments relating to the proposed project application. The State has established a maximum application request for each funding category. Activities that are eligible for funding include improvement of public works, public facilities, housing rehabilitation and others allowed by law. At least 51% of the funds must be used to benefit low- and moderate-income persons. No displacement of persons will be proposed.

The County is proposing to make infrastructure improvements to roads in the area by repaving. The area to be addressed will be in the County. The County may apply for up to $500,000 in grant funding. The project, if funded, will have to benefit 51% low and moderate income (LMI) persons. All citizens are encouraged to attend in order to comment on the proposed activities.

For more information, or if you require special accommodations at the hearing, please contact Cullman County Economic Development at 256-775-4696.

Affidavit
Of
Public Notice

State of Alabama
County of Cullman

I, Angela Lockhart, am authorized by the County of Cullman to make this Affidavit of posting this Public Notice. Under oath, I state that the following is true and correct.

The County of Cullman posted notices for a

PY2026 Community Development Block Grant Public Hearing

The Public Notices were posted from Friday, May 30, until Thursday, June 18, 2026, at the three following locations:

Cullman County Economic Development and Tax Offices
Cullman County Courthouse
Cullman County Commission Office
Cullman County Public Library
White City Community Center

The Public Notice posted is attached.

AUTHRIZED SIGNATURE: ______________________

Title: Chairman, Cullman County Commission

SUBSCRIBED AND SWORN BEFORE ME ON THE 22 DAY OF JUNE, 2026.

NOTARY SIGNATURE: ______________________

ANGELA LOCKHART
NOTARY PUBLIC
EXP. SEPT. 13, 2028
ALABAMA STATE AT LARGE

CULLMAN COUNTY COMMISSION
RESOLUTION 2026-31

WHEREAS, the Cullman County Commission has elected to apply for a CDBG Competitive Grant from ADECA's Community Development Block Grant Program to reconstruct and resurface County Roads 627, 628, 630 and parts of 702 and will provide local match funding for the project.

THEREFORE, be it resolved by the County Commission of Cullman County, Alabama, as follow:

THAT, MR. JEFF CLEMONS, CHAIRMAN, AND THE CULLMAN COUNTY COMMISSION will provide a local cash match if needed and any overages which may occur, in support of the construction phase of this project and the County Street Department will provide all engineering design and inspection services required to implement the above referenced project.

READ AND ADOPTED this the **16th** day of **June 2026.**

SIGNED FOR THE CULLMAN COUNTY COMMISSION:

Jeff Clemons, Chairman

Attest:

County Clerk

CULLMAN COUNTY COMMISSION
RESOLUTION #2026-32

WHEREAS, the Cullman County Commission has elected to apply for funding through the Fiscal Year 2026 State Homeland Security Grant Program (SHSP), a federally funded FEMA grant program administered in Alabama by the Alabama Law Enforcement Agency (ALEA), in an amount not to exceed $200,000 for a law enforcement training simulation and preparedness project in support of the Cullman County Sheriff's Office.

WHEREAS, the proposed project will support the acquisition of law enforcement training simulation equipment, technology, and associated components to enhance realistic active-threat, critical incident, and terrorism-related response training capabilities for law enforcement personnel; and

WHEREAS, the proposed equipment is intended to be submitted under an applicable FEMA Authorized Equipment List (AEL) category supporting training, preparedness, and homeland security capabilities; and

WHEREAS, the SHSP application materials identify the program as a competitive, cost-reimbursement grant, with project requests subject to the requirements of the SHSP, the applicable FEMA Notice of Funding Opportunity, the FEMA Preparedness Grants Manual, the Authorized Equipment List, ALEA guidance, and applicable procurement requirements; and

WHEREAS, the Cullman County Commission understands that the Fiscal Year 2026 Homeland Security Grant Program (SHSP) is anticipated to require no local cash match; however, the applicant organization is responsible for paying eligible invoices and requesting reimbursement in accordance with grant requirements and agrees to provide any non-federal funds necessary to cover ineligible costs or project cost overruns, if any, in accordance with grant requirements.

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

THAT, The Cullman County Commission Chairman, is hereby authorized to sign and submit the grant application and to execute the application, grant agreement, assurances, certifications, reimbursement requests, sub-award documents if required, and any other related documents necessary to apply for, accept, and administer said grant funds in support of the Cullman County Sheriff's Office and the above-referenced project.

BE IT FURTHER RESOLVED that the Chairman is authorized to make minor modifications to the application, budget, and project scope as may be necessary to comply with grant requirements and improve competitiveness, provided such modifications remain consistent with the intent of this resolution.

BE IT FURTHER RESOLVED that the Cullman County Commission supports the proposed Fiscal Year 2026 State Homeland Security Grant Program project to strengthen public safety, emergency preparedness, and homeland security capabilities in Cullman County.

BE IT FURTHER RESOLVED that the Cullman County Commission agrees to comply with all applicable federal, state, and local requirements governing the administration of grant funds.

READ AND ADOPTED this the 18th day of June 2026.

SIGNED FOR THE CULLMAN COUNTY COMMISSION:

Jeff Clemons

Jeff Clemons, Chairman

Kerry Watson, Associate Commissioner

Garry Marchman, Associate Commissioner

Corey Freeman, Associate Commissioner

Kelly Duke, Associate Commissioner

Attest:

Tiffany Merriman, County Clerk

Resolution Number 2026-34

This Resolution is made this 18th day of June, 2026 by the Cullman County Commission (the Granting Authority), to grant a tax abatement to Project Ark (the Company).

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, 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 local noneducational property taxes, and all state noneducational property taxes except for 1 mill of unabated taxes pursuant to Section 40-9I-1(1), Code of Alabama 1975,

☒ all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and all state construction related transaction taxes, except for .75% of the unabated taxes pursuant to Section 40-9I-1(2), Code of Alabama 1975, and/or

☐ all mortgage and recording taxes; and

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

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications (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 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 a capital investment of $ 9,785,000; 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 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 the 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 local noneducational property taxes, and all state noneducational property taxes except for 1 mill of unabated taxes pursuant to Section 40-9I-1(1), Code of Alabama 1975,

☒ all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and all state construction related transaction taxes, except for .75% of the unabated taxes pursuant to Section 40-9I-1(2), Code of Alabama 1975, 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 property taxes (if applicable) shall extend for a period of 10 years measured as provided in Section 40-9B-3(a)(12) 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 above and foregoing was duly adopted by the Cullman County Commission at a meeting held on the 18th day of June, 2026.

Tiffany McMinn

(Secretary)

Tax Abatement Agreement

This Abatement Agreement is made and entered into as of this 18th day of June, 2026, by and between Cullman County Commission (the Granting Authority), and Project Ark (the Company), its successors and assigns.

WHEREAS, the Company's North American Industry Classification System (NAICS) Code, 336411 or business activity Production of composite for the aerospace industry meets the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(10), ***Code of Alabama 1975***, as amended; and

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

☒ new project o r ☐ major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority;

WHEREAS, the Project is estimated to be completed by the 15th day of August, 2026; and

WHEREAS the Project will be located in the County of Cullman (check only one)

☐ inside the city limits of ____________________.

☒ inside the police jurisdiction of Cullman County.

☐ outside the city limits and police jurisdiction of the City of ____________________; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B1 et seq., ***Code of Alabama 1975***) (the Act), the Company has requested from the Granting Authority an Abatement of: (check all that apply)

☒ all local noneducational property taxes, and all state noneducational property taxes except for 1 mill of unabated taxes pursuant to Section 40-9I-1(1), Code of Alabama, 1975,

☒ all local construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and all state construction related transaction taxes, except for .75% of the unabated taxes pursuant to Section 40-9I-1(2), Code of Alabama 1975; and/or

☐ all mortgage and recording taxes with respect to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the public authority, county or municipal government;

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 18th day of June, 2026 (the Meeting), the Granting Authority approved the Company's application for abatement of (check all that apply):

☒ all local noneducational property taxes, and all state noneducational property taxes except for 1 mill of unabated taxes pursuant to Section 40-9I-1(1), Code of Alabama, 1975,

☒ all local construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and all state construction related transaction taxes, except for .75% of the unabated taxes pursuant to Section 40-9I-1(2), Code of Alabama 1975; and/or

☐ all mortgage and recording taxes with respect to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the public authority, county or municipal government;

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

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

☒ owned by the entity applying for the abatement,

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

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

WHEREAS, 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 the abatement of property 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, for the purposes of the abatement of construction related transaction taxes (if applicable), no portion of the Project which has been requested for abatement has been purchased prior to the Effective Date of this Agreement; and

WHEREAS, the Project conducts trade or business as defined as an industrial or research enterprise:

Predominately as described in the 2012 North American Industry Classification System, promulgated by the Executive Office of the President of the United States, Office of Management and Budget, Sectors 31 (other than National Industry 311811), 32, 33, 55 (if not for the production of electricity); Subsectors 423, 424, 482, 493, 513, 517, 518 (without regard to the premise that data processing and related services be performed in conjunction with a third party), and 927; Industry Groups 1133, 2121, 4862, 4882, 4883 (other than 48833), 5121 (other than 51213), 5122, 5415, and 5417; Industries 48691, 48699, 48819, 51929, 52232, 54133, 54134, 54138, 56291, 56292, and 92811; and National Industries 115111, 22111, 221330, 541614, 561422 (other than establishments that originate telephone calls), 562213, and 611512 or any similar classification system developed in conjunction with the United States Department of Commerce or Office of Management and Budget, or any industrial or research enterprise as defined in Section 40-9B-3(a)(10), ***Code of Alabama 1975***, as amended, or a target of the state's economic development efforts under CatALyst, the next generation economic development plan, which includes target sectors such as: Agriculture & Food, Bioscience, Chemical Manufacturing, Defense, Forestry & Wood Products, Metal & Advanced Material, Mobility, and Technology; and enablers such as: Business Services and Logistics & Distribution.

A headquarters facility project as described in NAICS 551114 at which not less than 50 jobs are located,

A data processing center as defined in Section 40-9B-3(a)(4), ***Code of Alabama 1975***,

A research and development facility as defined in Section 40-9B-3(a)(23), ***Code of Alabama 1975***,

A renewable energy facility as defined in Section 40-9B-3(a)(22), ***Code of Alabama 1975***,

A facility that produces electricity from alternative energy resources or hydropower production as defined in Section 40-9B-3(a)(10) e, ***Code of Alabama 1975***, or

A tourism destination attraction as defined in Section 40-9B-3(a)(25), ***Code of Alabama 1975***;

WHEREAS, if the Project is a major addition to an existing facility, the request for abatement of all state and local noneducational/unabated property taxes (if applicable) and/or 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 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 that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of this 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:

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 Property Taxes: all state and local noneducational property taxes that are not required to be used for (1) educational purposes or for capital improvements for education, and (2) state unabated property tax pursuant to Section 40-9I-1(1), Code of Alabama, 1975 for 10 years,

☒ (b) Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 ***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 the 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, and except for the unabated portion of state construction related transaction taxes pursuant to Section 40-9I-1(2), Code of Alabama 1975; and/or

☐ (c) Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 ***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 for such taxes may be for a greater or lesser

amount depending upon the actual amount of such taxes levied during the abatement periods stated. (Check all that apply):

☒ (a) If no bonds are to be issued, noneducational/unabated property taxes are expected to be approximately $__27,398__ per year and the maximum period for such abatement shall extend for a period of __10__ years, measured as provided in Section 40-9B-3(a)(12) of the Act, as amended from time to time.

☐ (b) If bonds are issued, noneducational/unabated property taxes are expected to be approximately $________ per year and the maximum period for such abatement shall be valid for a period of ________ years, beginning the initial date bonds are issued to finance project.

☒ (c) Construction related transaction taxes, except those local construction related transaction taxes (1) levied for educational purposes or for capital improvements for education and (2) the unabated portion of state construction related transaction taxes pursuant to Section 40-9I-1(2), Code of Alabama 1975, are expected to be approximately $__125,298__ and such abatement shall not extend beyond the date the Project is placed in service.

(d) Mortgage and recording taxes are expected to be $____________.

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

(a) Amount to be invested in the Project: $__9,785,000__;

b) Number of individuals to be employed initially at the Project and in each of the succeeding three years: Initially __37__ Year 1 __37__ Year 2 __69__ Year 3 __103__;

(c) Annual payroll initially at the Project and in each of the succeeding three years: Initially $2,262,500 Year 1 $2,262,500 Year 2 $4,075,000 Year 3 $__6,047,500__;

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 respective successors.

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

☒ all local noneducational property taxes, and all state noneducational property taxes except for 1 mill of unabated taxes pursuant to Section 40-9I-1(1), Code of Alabama, 1975,

☒ all local construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and all state construction related transaction taxes, except for .75% of the unabated taxes pursuant to Section 40-9I-1(2), Code of Alabama 1975; and/or

☐ all mortgage and recording taxes 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 the 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.

______________________	Cullman County Commission
(the Company)	(the Granting Authority)
By: ______________________	By: [signature]
Name: ______________________	Name: Jeff "Clem" Clemons
Title: ______________________	Title: Chairman
Date: ______________________	Date: 6/18/26

Project Ark
Cullman County Abatement and Educational Tax Revenue Estimate
June 3rd 2026

	Investment
Land	$1,600,000
Building	$2,600,000
Non-Manufacturing Equpment & Machinery	$585,000
Manufacturing Machinery	$5,000,000
Total Project	**$9,785,000**
Sales Tax on Construction Materials	
Total Plant Building Cost	$2,600,000
Estimated Ratio of Cost of Materials	0.5
Cost of Materials	$1,300,000
Education Sales Tax Rate = 2.35%	0.0235
Total Construction Sales Education Tax Revenues	**$30,550**
Percentage of Sales Tax Abated = 6.15%	0.0615
Sales Tax on Non-Manufacturing Equipment	
Total Non-Manufacturing Equipment Cost	$585,000
Education Sales Tax Rate = 2.35%	0.0235
Total Sales Education Tax Revenues, Non-Manufacturing Equipment & Mac	**$13,748**
Percentage of Sales Tax Abated = 6.15%	0.0615
Total Abated Sales Tax	**$115,928**
Use Tax On Manufacturing Machinery	
Total Manufacturing Machinery	$5,000,000
Education Sales Tax Rate= 1.62%	0.0162
Total Sales Education Tax Revenues, Manufacturing Machinery	**$81,000**
Percentage of Use Tax Abated = 1.38%	0.0138
Total Abated Use Tax	**$69,000**
Ad Valorem Education Tax Revenues	
Value of Project	$9,785,000
Current Ratio of Assessed to Market Value	0.2
Tax Rate On Proposed Site	$1,957,000
Education Millage Rate for Cullman County = 13 unabatable	0.013
ACT 2025-84 - Unabated Ad Valorem Tax 1 mill	0.001
Annual Ad Valorem Education Tax + Act 2025-84 Revenues	**$27,398**
Ten Year Period	10
Total Ad Valorem Education Tax Revenues	**$273,980**
Abated Millage Rate = 12 Mills Abated	0.012
Annual Abated Ad Valorem Taxes	**$23,484**
Total Ad Valorem Abated Tax Revenues	**$234,840**
Totals	
Sales/Use Tax, Construction Materials	$30,550
Sales/Use Tax, Non-Manufacturing Equipment & Machinery	$13,748
Sales/Use Tax, Manufacturing Machinery	$81,000
Ad Valorem Taxes	$273,980
Total Education Tax Revenues Over 10 Years	**$399,278**
Total Abated Sales Tax	**$115,928**
Total Abated Use Tax	**$69,000**
Total Ad Valorem Abated Tax Revenues	**$234,840**
Total Taxes Abated over 10 Year Period	**$419,768**

The information provided herein in no way obligates any party to any formal commitment.

These figures are only estimates. Actual figures will vary according to actual investment.

Tax Abatement Agreement

This Abatement Agreement is made and entered into as of this ____________ day of __________________, ______, by and between Cullman County Commission (the Granting Authority), and Project Panel (the Company), its successors and assigns.

WHEREAS, the Company's North American Industry Classification System (NAICS) Code, 332311 or business activity prefabricatedmetal building and component manufacturing meets the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(10), ***Code of Alabama 1975***, as amended; and

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

□ new project o r □ major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority;

WHEREAS, the Project is estimated to be completed by the 31st day of July, 2027; and

WHEREAS the Project will be located in the County of Cullman (check only one)

☑ inside the city limits of Cullman.

☑ inside the police jurisdiction of City of Cullman.

□ outside the city limits and police jurisdiction of the City of N/A; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B1 et seq., ***Code of Alabama 1975***) (the Act), the Company has requested from the Granting Authority an Abatement of: (check all that apply)

□ all local noneducational property taxes, and all state noneducational property taxes except for 1 mill of unabated taxes pursuant to Section 40-9I-1(1), Code of Alabama, 1975,

☑ all local construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and all state construction related transaction taxes, except for .75% of the unabated taxes pursuant to Section 40-9I-1(2), Code of Alabama 1975; and/or

□ all mortgage and recording taxes with respect to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the public authority, county or municipal government;

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 _______ day of ______________________, _________ (the Meeting), the Granting Authority approved the Company's application for abatement of (check all that apply):

□ all local noneducational property taxes, and all state noneducational property taxes except for 1 mill of unabated taxes pursuant to Section 40-9I-1(1), Code of Alabama, 1975,

☑ all local construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and all state construction related transaction taxes, except for .75% of the unabated taxes pursuant to Section 40-9I-1(2), Code of Alabama 1975; and/or

□ all mortgage and recording taxes with respect to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the public authority, county or municipal government;

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

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

☑ owned by the entity applying for the abatement,

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

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

WHEREAS, 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 the abatement of property 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, for the purposes of the abatement of construction related transaction taxes (if applicable), no portion of the Project which has been requested for abatement has been purchased prior to the Effective Date of this Agreement; and

WHEREAS, the Project conducts trade or business as defined as an industrial or research enterprise:

Predominately as described in the 2012 North American Industry Classification System, promulgated by the Executive Office of the President of the United States, Office of Management and Budget, Sectors 31 (other than National Industry 311811), 32, 33, 55 (if not for the production of electricity); Subsectors 423, 424, 482, 493, 513, 517, 518 (without regard to the premise that data processing and related services be performed in conjunction with a third party), and 927; Industry Groups 1133, 2121, 4862, 4882, 4883 (other than 48833), 5121 (other than 51213), 5122, 5415, and 5417; Industries 48691, 48699, 48819, 51929, 52232, 54133, 54134, 54138, 56291, 56292, and 92811; and National Industries 115111, 22111, 221330, 541614, 561422 (other than establishments that originate telephone calls), 562213, and 611512 or any similar classification system developed in conjunction with the United States Department of Commerce or Office of Management and Budget, or any industrial or research enterprise as defined in Section 40-9B-3(a)(10), ***Code of Alabama 1975***, as amended, or a target of the state's economic development efforts under CatALyst, the next generation economic development plan, which includes target sectors such as: Agriculture & Food, Bioscience, Chemical Manufacturing, Defense, Forestry & Wood Products, Metal & Advanced Material, Mobility, and Technology; and enablers such as: Business Services and Logistics & Distribution.

A headquarters facility project as described in NAICS 551114 at which not less than 50 jobs are located,

A data processing center as defined in Section 40-9B-3(a)(4), ***Code of Alabama 1975***,

A research and development facility as defined in Section 40-9B-3(a)(23), ***Code of Alabama 1975***,

A renewable energy facility as defined in Section 40-9B-3(a)(22), ***Code of Alabama 1975***,

A facility that produces electricity from alternative energy resources or hydropower production as defined in Section 40-9B-3(a)(10) e, ***Code of Alabama 1975***, or

A tourism destination attraction as defined in Section 40-9B-3(a)(25), ***Code of Alabama 1975***;

WHEREAS, if the Project is a major addition to an existing facility, the request for abatement of all state and local noneducational/unabated property taxes (if applicable) and/or 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 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 that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of this 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:

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 Property Taxes: all state and local noneducational property taxes that are not required to be used for (1) educational purposes or for capital improvements for education, and (2) state unabated property tax pursuant to Section 40-9I-1(1), Code of Alabama, 1975 for N/A years,

☑ (b) Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 ***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 the 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, and except for the unabated portion of state construction related transaction taxes pursuant to Section 40-9I-1(2), Code of Alabama 1975; and/or

☐ (c) Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 ***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 for such taxes may be for a greater or lesser

amount depending upon the actual mount of such taxes levied during the abatement periods stated. (Check all that apply):

□ (a) If no bonds are to be issued, noneducational/unabated property taxes are expected to be approximately $ N/A per year and the maximum period for such abatement shall extend for a period of N/A years, measured as provided in Section 40-9B-3(a)(12) of the Act, as amended from time to time.

□ (b) If bonds are issued, noneducational/unabated property taxes are expected to be approximately $ N/A per year and the maximum period for such abatement shall be valid for a period of N/A years, beginning the initial date bonds are issued to finance project.

□ (c) Construction related transaction taxes, except those local construction related transaction taxes (1) levied for educational purposes or for capital improvements for education and (2) the unabated portion of state construction related transaction taxes pursuant to Section 40-9I-1(2), Code of Alabama 1975, are expected to be approximately $ 117,300 and such abatement shall not extend beyond the date the Project is placed in service.

(d) Mortgage and recording taxes are expected to be $ N/A .

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

(a) Amount to be invested in the Project: $ 5,335,500 ;

b) Number of individuals to be employed initially at the Project and in each of the succeeding three years: Initially 5 Year 1 12 Year 2 18 Year 3 18+ ;

(c) Annual payroll initially at the Project and in each of the succeeding three years: Initially $ 343,200 Year 1 $ 686,400 Year 2 $ 823,680 Year 3 $ 1,500,000 ;

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 respective successors.

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

□ all local noneducational property taxes, and all state noneducational property taxes except for 1 mill of unabated taxes pursuant to Section 40-9I-1(1), Code of Alabama, 1975,

☑ all local construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and all state construction related transaction taxes, except for .75% of the unabated taxes pursuant to Section 40-9I-1(2), Code of Alabama 1975; and/or

□ all mortgage and recording taxes 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 the 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.

______________________	Cullman County Commission
(the Company)	(the Granting Authority)
By: ______________________	By: [signature]
Name: ______________________	Name: Jeff "Clem" Clemons
Title: ______________________	Title: Chairman
Date: ______________________	Date: 6/18/26

RESOLUTION NO. 2026-107

This Resolution is made this **26th** day of **May, 2026** by the **City of Cullman, Alabama** (the Granting Authority), to grant a tax abatement for **Project Panel** (the Company).

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

XX new project or 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 request of the Company and the completed 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 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 **$5,335,500** ; 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 THERERFORE, 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):

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

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)(12) 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.

Project Panel

Cullman County Abatement and Educational Tax Revenue Estimate

June 3rd 2026

	Investment
Land	$3,400,000
Building	
Non-Manufacturing Equpment & Machinery	$300,000
Manufacturing Machinery	$1,635,500
Total Project	**$5,335,500**
Sales Tax on Construction Materials	
Total Plant Building Cost	$3,400,000
Estimated Ratio of Cost of Materials	0.5
Cost of Materials	$1,700,000
Education Sales Tax Rate = 2.35%	0.0235
Total Construction Sales Education Tax Revenues	**$39,950**
Percentage of Sales Tax Abated = 6.15%	0.0615
Sales Tax on Non-Manufacturing Equipment	
Total Non-Manufacturing Equipment Cost	$300,000
Education Sales Tax Rate = 2.35%	0.0235
Total Sales Education Tax Revenues, Non-Manufacturing Equipment &	**$7,050**
Percentage of Sales Tax Abated = 6.15%	0.0615
Total Abated Sales Tax	**$123,000**
Use Tax On Manufacturing Machinery	
Total Manufacturing Machinery	$1,635,500
Education Sales Tax Rate= 1.62%	0.0162
Total Sales Education Tax Revenues, Manufacturing Machinery	**$26,495**
Percentage of Use Tax Abated = 1.38%	0.0138
Total Abated Use Tax	**$22,570**
Ad Valorem Education Tax Revenues	
Value of Project	$5,335,500
Current Ratio of Assessed to Market Value	0.2
Tax Rate On Proposed Site	$1,067,100
Education Millage Rate for Cullman County = 13 unabatable	0.013
ACT 2025-84 - Unabated Ad Valorem Tax 1 mill	0.001
Annual Ad Valorem Education Tax + Act 2025-84 Revenues	**$14,939**
Ten Year Period	10
Total Ad Valorem Education Tax Revenues	**$149,394**
Abated Millage Rate = 12 Mills Abated	0.012
Annual Abated Ad Valorem Taxes	**$12,805**
Total Ad Valorem Abated Tax Revenues	**$128,052**
Totals	
Sales/Use Tax, Construction Materials	$39,950
Sales/Use Tax, Non-Manufacturing Equipment & Machinery	$7,050
Sales/Use Tax, Manufacturing Machinery	$26,495
Ad Valorem Taxes	$149,394

Total Education Tax Revenues Over 10 Years	$222,889
Total Abated Sales Tax	$123,000
Total Abated Use Tax	$22,570
Total Ad Valorem Abated Tax Revenues (Abated by City of Cullman)	$128,052
Total Taxes Abated over 10 Year Period	$273,622

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.

companies which meet the minimum investment and employment requirements as set forth by the State

RESOLUTION NO. 2026-36
TO ASSURE FINANCIAL OBLIGATIONS OF THE SANITARY LANDFILL OWNED AND OPERATED BY THE SOLID WASTE DISPOSAL AUTHORITY OF THE CITY AND COUNTY OF CULLMAN, ALABAMA

BE IT RESOLVED by the Cullman County Commission that the Chairman is hereby authorized to execute all documents necessary to assure the financial obligations for "one-half" of the closure and post-close care for the sanitary landfill owned and operated by the Solid Waste Disposal Authority of the City and County of Cullman, Alabama through a local government financial test allowed by ADEM Administrative Code 335-13-4-.28 (5) (F).

BE IT FURTHER RESOLVED by the Cullman County Commission that the County Administrator is hereby authorized to sign the letter providing documentation and certifications that are required by the recordkeeping and reporting requirements in ADEM Administrative Code 335-13-4-.28 (5) 3.

ADOPTED BY THE CITY COUNCIL this the 18th day of June, 2026.

________________________ Chairman of the Cullman County Commission

ATTEST:

____
County Clerk

APPROVED this the 18th day of June, 2026.

CULLMAN LANDFILL
Permit Number 22-03

FINANCIAL ASSURANCE CALCULATION
4/24/2026

ASSUMPTIONS: Total maximum area for closure (cells 1-11) = 54.94 ac

CLOSURE COSTS

	QUAN.	UNIT	ITEM	UNIT COST		TOTAL
1	44,318	C.Y.	6" Infiltration Barrier Layer 1x10^-5 cm/s	$	6.00	$265,909.60
2	2,393,186	S.F.	40mil LLDPE Synthetic Cover	$	0.60	$1,435,911.84
3	132,955	C.Y.	18" Erosion Layer	$	5.00	$664,774.00
4	60	Ac.	Grassing / Vegetative Cover	$	1,500.00	$90,651.00
5	55	Ea.	Gas Vents	$	1,500.00	$82,500.00
6	2,393,186	S.F.	geocomposite gas trans. layer	$	1.05	$2,512,845.72
				Total		**$5,052,592.16**

ANNUAL POST CLOSURE COSTS

	ITEM	COST PER YEAR
1.	Cover / Vegetation Maintenance	$4,000.00
2.	Leachate Treatment / Hauling	$1,000.00
3.	Groundwater Monitoring 2/year	$9,120.00
4.	Explosive Gas Monitoring - Inspection 4/year	$4,000.00
	Total	**$18,120.00**

			Total
30 Year Post Closure Cost	**$543,600.00**		
Total Closure & Post Closure Cost	$5,052,592.16	$543,600.00	$5,596,192.16
2023 = 2022 CLOSURE COST ESTIMATE x 1.064 (2023 inflation factor) =	**$5,375,958.06**	**$578,390.40**	**$5,954,348.46**
2024 = 2023 CLOSURE COST ESTIMATE x 1.032 (2024 inflation factor) =	**$5,547,988.72**	**$596,898.89**	**$6,144,887.61**
2025 = 2024 CLOSURE COST ESTIMATE x 1.026 (2025 inflation factor) =	**$5,692,236.42**	**$612,418.26**	**$6,304,654.69**
2026 = 2025 CLOSURE COST ESTIMATE x 1.030 (2026 inflation factor) =	**$5,863,003.52**	**$630,790.81**	**$6,493,794.33**

Cullman County Commission

500 2nd Avenue SW
Room 105
Cullman, Alabama 35055

Alabama Department of Environmental Management
PO Box 301463
Montgomery, AL 36130

Re: Notice of Financial Assurance
Cullman Environmental
Inc. located on Hwy 69
Cullman County, AL

To whom it may concern,

Attached you will find a certified copy of the meeting minutes of the Cullman County Commission meeting on September 19,2023. Please refer to page 3 of the meeting minutes and make note of the majority vote by the commissioners to authorize the Cullman County Commission to assure its financial obligations for closure and post closure care of the Cullman Environmental Inc. Landfill. A local government test allowed by ADEM administrative code 335-13-4-28 (5) (F) will be utilized. Also note that the Cullman County Commission authorized John Bullard ,Cullman County Administrator, to sign the letter providing documentation and certifications required by the recordkeeping and reporting requirements of ADEM administrative code 335-13-4-28 (5) (F) 3.

Highest Regards

John M. Bullard

John Bullard
Administrator Cullman County Commission

CC: Cullman County Commission

On August 1, 2005, Governor Riley signed into law Act 2005-302 which requires the following actions:

(a) All persons having or requesting a permit for operation of a municipal solid waste landfill establish and maintain financial assurance for proper closure, post-closure care, or corrective action in the form and the amount the department specifies by regulation. This requirement is applicable to all municipal solid waste landfills required by federal law or regulations to demonstrate such assurance.

(b) All municipal solid waste landfills permitted or to be permitted by the department shall submit financial assurance forms and supporting documents to the department, and such forms and documents shall establish that there is funding to the appropriate levels required by department regulation. The financial assurance mechanism shall be maintained for the life of the municipal solid waste landfill and for a period of not less than 30 years after closure, unless the owner or operator demonstrates to the director that a period less than 30 years is sufficient to protect human health and the environment and the director approves this demonstration, or the solid waste is removed and the department determines that no waste or contamination remains at the site. The department may extend post-closure care or corrective action periods for longer than 30 years when necessary to protect human health and environment.

Currently, the Cullman County Solid Waste Department, pursuant to Cullman County Commission Resolution #97-37, which authorized establishment and funding of Commission Trust Account for new Subtitle "D" Landfill to comply with EPA Financial Assurance requirements, has deposited in an interest bearing account of _______________ Closure and Post-closure Care of the _______________ Landfill.

The Department received an additional _____ in the _______ Budget to update Financial Assurance Requirements in anticipation of the new state law. CDG Engineers and Associates have been tasked to ensure compliance with the _____________________ Landfills Closure and Post-Closure Care requirements.

MOTION BY COMMISSIONER Freeman, SECONDED BY COMMISSIONER Duke TO TAKE THE FOLLOWING ACTIONS:

1) AUTHORIZE THE CULLMAN COUNTY COMMISSION TO ASSURE ITS FINANCIAL OBLIGATIONS FOR CLOSURE AND POST-CLOSURE CARE OF THE _____________ LANDFILL THROUGH A LOCAL GOVERNMENT FINANCIAL TEST ALLOWED BY ADEM ADMINISTRATIVE CODE 335-13-4-.28 (5) (F).
2) AUTHORIZE CLERK/TREASURER TO SIGN LETTER PROVIDING DOCUMENTATION AND CERTIFICATIONS REQUIRED BY THE RECORDKEEPING AND REPORTING REQUIREMENTS IN ADEM ADMINISTRATIVE CODE 335-13-4-.28(5) (F) 3.

September 19, 2023

1. Call to order and welcome guests

2. Call of Roll to Establish Quorum

3. Invocation: Cory Drummond

4. Pledge of Allegiance: Elizabeth Johnston from Cullman Middle School

5. Approve the minutes of the July 18, 2023, and August 29, 2023,Special Called Meeting, appropriations, expenditures, personnel actions, payroll, and requisitions, and approve all journal entries to be posted

6. Public Comments/Updates

7. NEW BUSINESS

A. Recognition: Marie Livingston retiring after 24 years of service with the Commission Office

B. Recognition: Christa Maxwell retiring after 34 years of service with the Commission Office

C. Recognition: Mary Ellen Hartness for winning Ms. Super Senior Alabama 2020-2021, Ms. Senior Hanceville 2020-2021, Ms. Senior Cullman County 2012, Ms. Rocket City 2009

D. Resolution 2023-41: Tax Abatement for Topre in the amount of $1,042,699

E. Resolution 2023-39: CARTS Third Party Service Contract for FY 2024 and authorize Chairman to sign all related paperwork

F. Resolution 2023-40: Change speed limit to 30 mph on County Road 768

G. Resolution 2023-42: Authorize the issuance of General Obligation Warrants Series 2023

H. Authorize Worker's Comp Renewal with County Risk Services for FY 2024 in the amount of $528,290.55

I. Authorize payment for Trip Master for dispatch software annual maintenance and support for CARTS in the amount of $15,600

J. Authorize Chairman Clemons and Director Stephanie Lawson to sign agreement between CARTS and Cullman County Commission on Aging

K. Authorize Chairman Clemons to sign the Alabama Department of Youth Services

Agency Grant Agreement for FY 2023-2024 in the amount of $199,088 as the fiscal agent for Cullman County

L. Authorize Chairman Clemons to sign the Alabama Department of Youth Services Agency Grant Agreement for FY 2023-2024 in the amount of $166,200 as the fiscal agent for Lauderdale County

M. Authorize Chairman Clemons to sign a settlement agreement resolving a case at the Cullman Regional Airport

N. Consider Approval of the FY 2024 Budget

O. Consider approval of Employment Contract for the County Engineer

P. Consider agreement to participate in Purchasing Association of Central Alabama and authorize Chairman to sign all related documents

Q. Consider renewal of Health Services Agreement for FY 2024 with Southern Health Partners for the Cullman County Sheriff's Office in the amount of $769,698.72 and authorize Chairman to sign all related paperwork

R. Consider authorization for the Cullman County Commission to assure half the financial obligations for closure and post-closure of the Solid Waste Disposal of the City and County of Cullman, AL Landfill through a local government financial test allowed by ADEM Administrative Code 335-14-4-.28(5)(F)

S. Consider Authorizing Administrator to sign letter providing documentation and certifications required by the recordkeeping and reporting requirements in ADEM administrative code 335-13-4-.28(5)(F)

T. Consider the purchase of two Butler Tilit Trailer in the amount of $37,500 to be purchased by the Water Department

U. Consider Commissioner Watson's nominee, Amanda Stanton, to the E-911 Board for remainder of Keith Creel's term set to expire 9/1/2025

V. Consider appointment of Vicky Fisher as a License Inspector per §40-12-10(a)

W. Consider appointment of Zeb Reid as Deputy License Inspector per §40-12-10(i)

X. Consider contract extension for Baron Radar and authorize EMA Director to sign all related paperwork

Y. Proposed release of Carcel & G Construction from the Surety bond for Kingfisher Subdivision Phase 1C in the amount of $355,945.20. It is located in the town of Berlin at the corner of HWY 278 and County Road 1616

Z. Proposed acceptance of Retail Specialists Bond for Kingfisher Subdivision Phase 1C in the amount of $127,195.20. It is located in Berlin at the corner of HWY 278 and County Road 1616

AA. Proposed release of R&D Properties LLC from the Surety bond for Pointe Sixteen subdivision. All Construction has been completed and passed final inspection. It is located in Crane Hill off County Road 204. This proposal was tabled at the previous meeting

BB. Award Bid # 1446: Surface Treatments to Wiregrass Construction Company, Inc

CC. Award Bid # 1447: Cold Laid Plant Mix to Wiregrass Construction Company, Inc

DD. Award Bid # 1448: Fog & Scrub Seal to Ergon Asphalt & Emulsions

6. The next Commission Work Session will be Tuesday, October 17, 2023, at 4:00 p.m. in the Commission Meeting Room

7. The next Commission Meeting will be Tuesday, October 17, 2023, at 6:00 p.m. in the Commission Meeting Room

8. Adjourn

WORK SESSION

Pam Boyd to discuss County Road 156 and County Road 157

FY 2024 Budget Discussion

Discuss rising health insurance costs

Cullman County Commission

500 2nd Avenue SW
Room 105
Cullman, Alabama 35055

Certificate

State of Alabama)
County of Cullman)

I Tiffany Merriman ,Clerk of Cullman County, Alabama and of the Cullman County Commission, do hereby certify that the foregoing 3rd page(s) is (are) a true and correct copy of an excerpt from the Minutes of a Regular Meeting held on September 19, 2023 of the Cullman County Commission as the same appears(s) of record in the Office of the Cullman County Commission, and the same is still in force and effect.

WITNESS my hand and the deal of the Cullman County Commission this the 3rd day of October ,2023, at Cullman County, Alabama.

Tiffany Merriman
Clerk of Cullman County, Alabama and of the Cullman County Commission

Cullman County Commission Meeting Minutes
September 19, 2023

CALL TO ORDER AND WELCOME GUESTS
Chairman Clemons called the Meeting at 6:00 pm

CALL OF ROLL TO ESTABLISH QUORUM
Tiffany Merriman, County Clerk, called roll; present were Chairman Jeff Clemons, Commissioner Kerry Watson, Commissioner Garry Marchman, Commissioner Kelly Duke, Commissioner Corey Freeman, County Administrator John Bullard, County Attorney Emily Johnston, and County Engineer Philip Widner. Cory Drummond gave the Invocation. Elizabeth Johnston from Cullman Middle School led the Pledge of Allegiance.

APPROVE THE MINUTES OF THE JULY 18, 2023, AND AUGUST 29, 2023, SPECIAL CALLED MEETING, APPROPRIATIONS, EXPENDITURES, PERSONNEL ACTIONS, PAYROLL, AND REQUISITIONS, AND APPROVE ALL JOURNAL ENTRIES TO BE POSTED
Commissioner Watson made a motion to approve the minutes of the July 18, 2023, and August 29, 2023, Special called meeting, appropriations, expenditures, personnel actions, payroll, and requisitions, and approve all journal entries to be posted. Commissioner Marchman seconded, and the motion passed on a unanimous voice vote.

PUBLIC COMMENTS/UPDATES
Chairman Clemons announced that we did not receive a request for public comments by the agenda deadline.

NEW BUSINESS

Recognition: Marie Livingston retiring after 24 years of service with the Commission Office
Commissioner Marchman made a motion to approve Recognition: Marie Livingston retiring after 24 years of service with the Commission Office. Commissioner Freeman seconded. The motion passed on a unanimous voice vote.

Recognition: Christa Maxwell retiring after 34 years of service with the Commission Office
Commissioner Watson made a motion to approve Recognition: Christa Maxwell retiring after 34 years of service with the Commission Office. Commissioner Marchman seconded, and the motion passed on a unanimous voice vote.

Recognition: Mary Ellen Hartness for winning Ms. Super Senior Alabama 2020-2021, Ms. Senior Hanceville 2020-2021, Ms. Senior Cullman County 2012, Ms. Rocket City 2009
Commissioner Duke made a motion to approve Recognition: Mary Ellen Hartness for winning Ms. Super Senior Alabama 2020-2021, Ms. Senior Hanceville 2020-2021, Ms. Senior Cullman County 2012, Ms. Rocket City 2009. Commissioner Freeman seconded. The motion passed on a unanimous voice vote.

Resolution 2023-41: Tax Abatement for Topre in the amount of $1,042,699
Commissioner Watson made a motion to approve Resolution 2023-41: Tax Abatement for Topre in the amount of $1,042,699. Commissioner Duke seconded, and the motion passed on a unanimous voice vote.

Resolution 2023-39: CARTS Third Party Service Contract for FY 2024 and authorize Chairman to sign all related paperwork
Commissioner Watson made a motion to approve Resolution 2023-39: CARTS Third Party Service Contract for FY 2024 and authorize Chairman to sign all related paperwork. Commissioner Freeman seconded. The motion passed on a unanimous voice vote.

Resolution 2023-40: Change speed limit to 30 mph on County Road 768
Commissioner Duke made a motion to approve Resolution 2023-40: Change speed limit to 30 mph on County Road 768. Commissioner Watson seconded, and the motion passed on a unanimous voice vote.

Resolution 2023-42: Authorize the issuance of General Obligation Warrants Series 2023

Commissioner Duke made a motion to approve Resolution 2023-42: Authorize the issuance of General Obligation Warrants Series 2023. Commissioner Freeman seconded. The motion passed on a unanimous voice vote.

Authorize Worker's Comp Renewal with County Risk Services for FY 2024 in the amount of $528,290.55

Commissioner Freeman made a motion to approve the Worker's Comp Renewal with County Risk Services for FY 2024 in the amount of $528,290.55. Commissioner Watson seconded, and the motion passed on a unanimous voice vote.

Authorize payment for Trip Master for dispatch software annual maintenance and support for CARTS in the amount of $15,600

County Administrator John Bullard stated this is the existing software that they use, and it has been working well. They made the change last year and since then it has been working well. Commissioner Watson made a motion to approve payment for Trip Master for dispatch software annual maintenance and support for CARTS in the amount of $15,600. Commissioner Duke seconded. The vote passed on a unanimous voice vote.

Authorize Chairman Clemons and Director Stephanie Lawson to sign agreement between CARTS and Cullman County Commission on Aging

Commissioner Duke made a motion to approve Chairman Clemons and Director Stephanie Lawson to sign agreement between CARTS and Cullman County Commission on Aging. Commissioner Freeman seconded. Upon a unanimous voice vote, the motion carried.

Authorize Chairman Clemons to sign the Alabama Department of Youth Services Agency Grant Agreement for FY 2023-2024 in the amount of $199,088 as the fiscal agent for Cullman County

Commissioner Freeman made a motion to approve Chairman Clemons to sign the Alabama Department of Youth Services Agency Grant Agreement for FY 2023-2024 in the amount of $199,088 as the fiscal agent for Cullman County. Commissioner Duke seconded, and the motion passed upon a unanimous voice vote.

Authorize Chairman Clemons to sign the Alabama Department of Youth Services Agency Grant Agreement for FY 2023-2024 in the amount of $166,200 as the fiscal agent for Lauderdale County

Commissioner Watson made a motion to approve Chairman Clemons to sign the Alabama Department of Youth Services Agency Grant Agreement for FY 2023-2024 in the amount of $166,200 as the fiscal agent for Lauderdale County. Commissioner Freeman seconded. The vote passed on a unanimous voice vote.

Authorize Chairman Clemons to sign a settlement agreement resolving a case at the Cullman Regional Airport

County Administrator John Bullard addressed the Commission and stated the Airport Director Ben Harrison is here if you have questions. This is within his budget so the money does not have to be approved, just the signature for the Chairman to sign. Commissioner Watson made a motion to approve Chairman Clemons to sign a settlement agreement resolving a case at the Cullman Regional Airport. Commissioner Duke seconded. Upon a unanimous voice vote, the motion carried.

Consider Approval of the FY 2024 Budget

County Administrator John Bullard stated this is the annual budget. It represents the largest budget revenue that Cullman county has ever had. Cullman County is growing and we are all doing our best under the supervision and direction of the Commission to be good stewards of the revenue. Commissioner Duke made a motion to approve the FY 2024 Budget. Commissioner Freeman seconded. The vote passed on a unanimous voice vote.

Consider approval of Employment Contract for the County Engineer

Commissioner Watson made a motion to approve Employment Contract for the County Engineer. Commissioner Duke seconded., and the motion passed upon a unanimous voice vote.

Consider agreement to participate in Purchasing Association of Central Alabama and authorize Chairman to sign all related documents

County Administrator John Bullard addressed the Commission and stated this is an purchasing association newly formed by Jefferson County who is actually developing it and because of our location we are able to participate. There are some good saving on it. It is a cooperative, so we can buy through sealed bid, state bid, and we can buy through cooperative. This is fairly new and we wanted to go ahead and join. There is no additional cost to join.

Commissioner Watson stated what all kinds of items can be buy?

County Administrator John Bullard stated electronics and technology type items. I do not think they have any type of equipment on there yet. Copiers, office supplies, etc. Commissioner Freeman made a motion to approve agreement to participate in Purchasing Association of Central Alabama and authorize Chairman to sign all related documents. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Consider renewal of Health Services Agreement for FY 2024 with Southern Health Partners for the Cullman County Sheriff's Office in the amount of $769,698.72 and authorize Chairman to sign all related paperwork

County Administrator John Bullard explained this is for healthcare in the jail as well as billing outside the jail. This amount represents the all-in cost for care inside the jail. We also have additional costs if they go outside to another provider. We have contracts with the hospital to set that rate. It is full-time 24-hour nursing care in the jail. Commissioner Watson made a motion to approve the renewal of Health Services Agreement for FY 2024 with Southern Health Partners for the Cullman County Sheriff's Office in the amount of $769,698.72 and authorize Chairman to sign all related paperwork. Commissioner Freeman seconded, and the motion passed upon a unanimous voice vote.

Consider authorization for the Cullman County Commission to assure half the financial obligations for closure and post-closure of the Solid Waste Disposal of the City and County of Cullman, AL Landfill through a local government financial test allowed by ADEM Administrative Code 335-14-4-.28(5)(F)

County Administrator John Bullard addressed the Commission and stated items R and S are related to the landfill purchase. There are several ways that you can do closure and post closure. One of those is you can basically guarantee that amount without setting the money aside. The newly formed Solid Waste Disposal Authority does not have a credit rating yet because they have not been established for a year, so the city is passing a resolution to ensure half of that. This would ensure half of the other half of the closure and post closure. Which means if we close the landfill today, it would be there is a certain amount of money required to do that. We are basically saying we are good for it. It will be on our financial statements, but it would not require any money set aside and then once they have a credit rating, then they will be able to take over that after the first year. Commissioner Freeman made a motion to approve authorization for the Cullman County Commission to assure half the financial obligations for closure and post-closure of the Solid Waste Disposal of the City and County of Cullman, AL Landfill through a local government financial test allowed by ADEM Administrative Code 335-14-4-.28(5)(F). Commissioner Duke seconded. Upon a unanimous voice vote, the motion carried.

Consider Authorizing Administrator to sign letter providing documentation and certifications required by the recordkeeping and reporting requirements in ADEM administrative code 335-13-4-.28(5)(F)

Commissioner Watson made a motion to approve Administrator to sign letter providing documentation and certifications required by the recordkeeping and reporting requirements in ADEM administrative code 335-13-4-.28(5)(F). Commissioner Freeman seconded. The vote passed on a unanimous voice vote.

Consider the purchase of two Butler Tilit Trailers in the amount of $37,500 to be purchased by the Water Department

Commissioner Duke made a motion to approve the purchase of two Butler Tilit Trailers in the amount of $37,500 to be purchased by the Water Department. Commissioner Freeman seconded, and the motion passed upon a unanimous voice vote.

Consider Commissioner Watson's nominee, Amanda Stanton, to the E-911 Board for remainder of Keith Creel's term set to expire 9/1/2025

Commissioner Watson made a motion to approve Commissioner Watson's nominee, Amanda Stanton, to the E-911 Board for remainder of Keith Creel's term set to expire 9/1/2025. Commissioner Freeman seconded. Upon a unanimous voice vote, the motion carried.

Consider appointment of Vicky Fisher as a License Inspector per §40-12-10(a)
Commissioner Freeman made a motion to approve appointment of Vicky Fisher as a License Inspector per §40-12-10(a). Commissioner Duke seconded. The vote passed on a unanimous voice vote.

Consider appointment of Zeb Reid as Deputy License Inspector per §40-12-10(i)
Commissioner Duke made a motion to approve appointment of Zeb Reid as Deputy License Inspector per §40-12-10(i). Commissioner Watson seconded, and the motion passed upon a unanimous voice vote.

Consider contract extension for Baron Radar and authorize EMA Director to sign all related paperwork
County Administrator John Bullard stated Director Tim Sartin is out of town at training and he asked me to speak on this if you have any questions. This is just the annual Baron renewal. This is the radar they use in the EMA operations center. Commissioner Freeman made a motion to approve the contract extension for Baron Radar and authorize EMA Director to sign all related paperwork. Commissioner Duke seconded. Upon a unanimous voice vote, the motion carried.

Proposed release of Carcel & G Construction from the Surety bond for Kingfisher Subdivision Phase 1C in the amount of $355,945.20. It is located at the corner of HWY 278 and County Road 1616
Commissioner Watson stated does this meet all of our requirements Philip?
County Engineer Philip Widner stated yes, sir. Items Y and Z go hand in hand. Carcel & G is the contractor today, but they have got all the work done on the $355,000.00 bond. With the exception of about $127,000 which is in item Z. When we are releasing them from their bond of $355,000 and the developer is going to post it on for the remaining work to be completed. Commissioner Marchman made a motion to approve the release of Carcel & G Construction from the Surety bond for Kingfisher Subdivision Phase 1C in the amount of $355,945.20. It is located at the corner of HWY 278 and County Road 1616. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Proposed acceptance of Retail Specialists Bond for Kingfisher Subdivision Phase 1C in the amount of $127,195.20. It is located at the corner of HWY 278 and County Road 1616
Commissioner Watson made a motion to approve the acceptance of Retail Specialists Bond for Kingfisher Subdivision Phase 1C in the amount of $127,195.20. It is located at the corner of HWY 278 and County Road 1616. Commissioner Freeman seconded, and the motion passed upon a unanimous voice vote.

Proposed release of R&D Properties LLC from the Surety bond for Pointe Sixteen subdivision. All Construction has been completed and passed final inspection. It is located in Crane Hill off County Road 204. This proposal was tabled at the previous meeting
Commissioner Freeman made a motion to approve the release of R&D Properties LLC from the Surety bond for Pointe Sixteen subdivision. All Construction has been completed and passed final inspection. It is located in Crane Hill off County Road 204. This proposal was tabled at the previous meeting. Commissioner Duke seconded. Upon a unanimous voice vote, the motion carried.

Award Bid # 1446: Surface Treatments to Wiregrass Construction Company, Inc
Commissioner Watson made a motion to Award Bid # 1446: Surface Treatments to Wiregrass Construction Company, Inc. Commissioner Freeman seconded. The vote passed on a unanimous voice vote.

Award Bid # 1447: Cold Laid Plant Mix to Wiregrass Construction Company, Inc
Commissioner Freeman made a motion to Award Bid # 1447: Cold Laid Plant Mix to Wiregrass Construction Company, Inc. Commissioner Duke seconded, and the motion passed upon a unanimous voice vote.

Award Bid # 1448: Fog & Scrub Seal to Ergon Asphalt & Emulsions

Commissioner Duke made a motion to Award Bid # 1448: Fog & Scrub Seal to Ergon Asphalt & Emulsions. Commissioner Watson seconded. Upon a unanimous voice vote, the motion carried.

WORK SESSION WILL BE TUESDAY, OCTOBER 17, 2023, AT 4:00 P.M. IN THE COMMISSION MEETING ROOM

Chairman Clemons announced that the next Commission Work Session will be Tuesday, October 17, 2023, at 4:00 p.m. in the Commission Meeting Room.

THE NEXT COMMISSION MEETING WILL BE TUESDAY, OCTOBER 17, 2023, AT 6:00 P.M. IN THE COMMISSION MEETING ROOM

Chairman Clemons announced that the next Commission Meeting will be Tuesday, October 17, 2023, at 6:00 p.m. in the Commission Meeting Room.

ADJOURN THE MEETING

Commissioner Marchman made a motion to adjourn. Commissioner Freeman seconded. The Meeting was adjourned at 6:22 p.m.

Attest:

Tiffany Merriman

Tiffany Merriman,
County Clerk

Jeff Clemons

Jeff Clemons,
Chairman

Kerry Watson,
Commissioner

Garry Marchman

Garry Marchman,
Commissioner

Kelly Duke

Kelly Duke,
Commissioner

Corey Freeman

Corey Freeman,
Commissioner

City of Cullman

P.O. Box 278

Cullman, AL 35056-0278

Alabama Department of Environmental Management
PO Box 301463
Montgomery, AL 36130

Re: Notice of Financial Assurance
Cullman Environmental, Inc. Landfill
Cullman County, AL

Dear ____________________:

Attached you will find a certified copy of the meeting minutes of the City of Cullman meeting on September 25th, 2023. Please refer to pages 2 - 3 of the meeting minutes and make note of the unanimous vote by the commissioners to authorize the City of Cullman to assure its financial obligations for closure and post closure care of the Cullman Environmental, Inc. Landfill. A local government test allowed by ADEM administrative code 335-13-4-28 (5) (F) will be utilized. Also note that the City of Cullman authorized Wesley M. Moore Clerk Treasurer of the City of Cullman, to sign the letter of ____________________ providing documentation and certifications required by the recordkeeping and reporting requirements of ADEM administrative code 335-13-4-28 (5) (F) 3.

On August 1, 2005, Governor Riley signed into law Act 2005-302 which requires the following actions:

(a) All persons having or requesting a permit for operation of a municipal solid waste landfill establish and maintain financial assurance for proper closure, post-closure care, or corrective action in the form and the amount the department specifies by regulation. This requirement is applicable to all municipal solid waste landfills required by federal law or regulations to demonstrate such assurance.

(b) All municipal solid waste landfills permitted or to be permitted by the department shall submit financial assurance forms and supporting documents to the department, and such forms and documents shall establish that there is funding to the appropriate levels required by department regulation. The financial assurance mechanism shall be maintained for the life of the municipal solid waste landfill and for a period of not less than 30 years after closure, unless the owner or operator demonstrates to the director that a period less than 30 years is sufficient to protect human health and the environment and the director approves this demonstration, or the solid waste is removed and the department determines that no waste or contamination remains at the site. The department may extend post-closure care or corrective action periods for longer than 30 years when necessary to protect human health and environment.

Currently, the City of Cullman, pursuant to the Resolution 2023-92 is pledging through its general fund sufficient funding to comply with EPA's Assurance requirements to the Closure and Post-Closure care of the Cullman Environmental, Inc. Landfill.

Financial assurance requirements in anticipation of the new state law as the City Engineers tasked to ensure compliance with Cullman Environmental, Inc. Landfill closure and post closure compliance.

MOTION BY COUNCILMAN Brad Smith, SECONDED BY COUNCILMAN David Moss THE FOLLOWING ACTION WAS TAKEN:

1) AUTHORIZE THE CITY OF CULLMAN TO ASSURE ITS FINANCIAL OBLIGATIONS FOR CLOSURE AND POST-CLOSURE CARE OF THE CULLMAN ENVIRONMENTAL, INC. LANDFILL LOCATED OFF OF HIGHWAY 69, CULLMAN, AL, THROUGH A LOCAL GOVERNMENT FINANCIAL TEST ALLOWED BY ADEM ADMINISTRATIVE CODE 335-13-4-.28 (5) (F).

2) AUTHORIZE CLERK/TREASURER TO SIGN LETTER PROVIDING DOCUMENTATION AND CERTIFICATIONS REQUIRED BY THE RECORDKEEPING AND REPORTING REQUIREMENTS IN ADEM ADMINISTRATIVE CODE 335-13-4-.28(5) (F) 3.

This letter is being sent to you as a financial assurance letter on the 27th day of September, 2023. Please contact me with any questions regarding this information.

Sincerely,

Wes Moore

Wes Moore,
City Clerk

City of Cullman

P.O. Box 278
Cullman, AL 35056-0278

Certificate

State of Alabama)
County of Cullman)

I Wesley M. Moore, Clerk/Treasurer of the City of Cullman, Alabama do hereby certify that the foregoing 1-3 page(s) is (are) a true and correct copy of an excerpt from the Minutes of a Regular Meeting held on September 25th, 2023 of the City of Cullman as the same appears(s) of record in the Office of the City of Cullman, and the same is still in force and effect.

WITNESS my hand and the deal of the City of Cullman this the 25th day of September, 2023, at Cullman County, Alabama.

Wesley M. Moore
Clerk/Treasurer of City of Cullman

CULLMAN CITY COUNCIL MEETING
MONDAY, SEPTEMBER 25, 2023, AT 7:00 P.M.
IN THE LUCILLE N. GALIN AUDITORIUM

A roll call by City Clerk Wesley Moore reflected the following: Present - Council President Jenny Folsom, Council President Pro Tem Johnny Cook, Council Member David Moss, Council Member Brad Smith, and Council Member Clint Hollingsworth. Also present were Mayor Woody Jacobs, City Attorney Roy Williams, and City Clerk Wesley Moore.

Council President Jenny Folsom asked the Council to consider the minutes from September 11, 2023. Council President Pro Tem Cook made a motion to suspend the rules to consider the minutes. Council Member Moss seconded the motion to suspend the rules, and the motion was approved by a roll call vote. Mr. Wesley Moore polled the Council Members: Council President Pro Tem Cook, Council President Folsom: Aye. Council Member Moss: Aye. Council Member Brad Smith: Aye. Council Member Hollingsworth: Aye. Council President Pro Tem Cook made a motion to approve the minutes from September 11, 2023, as written. Council Member Smith seconded the motion to approve the minutes, and the motion was approved by a roll call vote. Mr. Wesley Moore polled the Council Members: Council President Pro Tem Cook: Aye. Council President Folsom: Aye. Council Member Moss: Aye. Council Member Brad Smith: Aye. Council Member Hollingsworth: Aye.

ADDITIONS/DELETIONS TO AGENDA – None.

REPORTS OF STANDING COMMITTEES
1. Public Safety (Fire, Police, etc.) – Chairman Brad – None.
2. Utilities (Water, Sewer, etc.) - Chairman David Moss – None.
3. Public Works (Street, Sanitation, etc.) - Chairman Johnny Cook – None.
4. Tourism (Parks & Recreation, Airport, etc.) Chairman Clint Hollingsworth shared that the annual Oktoberfest event will be held this weekend, with events from Thursday through Saturday.
5. General Government (Finance, Economic Development, etc.) - Chairwoman Jenny Folsom asked Superintendent Kalhoff to give a quarterly report on the City's school system. He shared information on multiple construction projects, current enrollment and upcoming scheduled remote learning dates.

REPORT FROM THE MAYOR - Mayor Jacobs gave a report to the council regarding the city's operations.

COMMENTS FROM ANYONE NOT ON THE AGENDA – None.

PUBLIC HEARINGS None.

REQUESTS, PETITIONS, APPLICATIONS, COMPLAINTS
Council Member Moss made a motion to approve a special event request from Kalee Full of Wellstone for the Annual Oktoberfest 5k & 10k run on September 30th. Council Member Hollingsworth seconded the motion, and the motion was approved by a voice vote. Ayes: All. Nays: None.

Council Member Hollingsworth made a motion to approve a special event request from Kayti Carroll of Father's House Church for a Prayer Walk on October 8th near the Courthouse. Council Member Smith seconded the motion, and the motion was approved by a voice vote. Ayes: All. Nays: None.

Council President Pro Tem Cook made a motion to approve a special event request from Cullman Police Department for the Annual Trunk or Treat on October 31st. Council Member Moss seconded the motion, and the motion was approved by a voice vote. Ayes: All. Nays: None.

Council President Pro Tem Cook made a motion to approve a special event request from the Cullman Tree Commission for a Festival of Trees at the Cullman Wellness & Aquatics Center beginning with an open house on December 1st. Council Member Hollingsworth seconded the motion, and the motion was approved by a voice vote. Ayes: All. Nays: None.

Council Member Smith made a motion to approve the most current layout submittal to the Building Department from Todd Tompson of MTTR Engineers, Inc. for the Starbucks to be located on Alabama Highway 157. Council Member Hollingsworth seconded the motion, and the motion was approved by a voice vote. Ayes: All. Nays: None.

RESOLUTIONS, ORDINANCES, ORDERS, AND OTHER BUSINESS
Council Member Moss made a motion to adopt the following resolution:

RESOLUTION NO. 2023-90
TO AWARD BID FOR ROAD SURFACE TREATMENTS TO CHILTON CONTRACTORS

WHEREAS, bids (PW2023-11) were received on September 19, 2023, at 2:00 p.m. for road surface treatments for the City of Cullman;

WHEREAS, the following bids were opened:

ASC Paving and Seal Coating	Hanceville, AL	No bid
Charles E. Watts, Inc.	Gadsden, AL	Various bids
Chilton Contractors, Inc	**Clanton, AL**	**Various bid items (low bidder)**
Real Seal Asphalt Paving	Cullman, AL	No response
The Rogers Group, Inc.	Trinity, AL	No response

WHEREAS, the low bidder was Chilton Contractors, Inc. located in Clanton, Alabama;

BE IT RESOLVED by the Cullman City Council has evaluated the bids received and has determined that Chilton Contractors, Inc. is the lowest responsible bidder; and

THAT, Woody Jacobs, Mayor, be and is hereby authorized to enter into a contract with Chilton Contractors, Inc. for road surface treatments for the City of Cullman.

ADOPTED BY THE CITY COUNCIL this the 25th day of September, 2023.

/s/ Jenny Folsom, City Council President

ATTEST:
/s/ Wesley Moore, City Clerk

APPROVED BY THE MAYOR this the 25th day of September, 2023.

/s/Mayor Woody Jacobs

Council Member Hollingsworth seconded the motion, and the motion was approved by a voice vote. Ayes: All. Nays: None.

Council Member Smith made a motion to approve the following resolution:

RESOLUTION NO. 2023 – 91
TO ADOPT AN EMPLOYEE CERTIFICATION PROGRAM FOR THE BUILDING DEPARTMENT

WHEREAS, the Cullman City Council has determined that approving an employee certification program for the Building Department would serve a public and/or municipal purpose;

WHEREAS, the Cullman City Council believes that approving this employee certification program for the Building Department will ensure that our employees in the Building Department are highly trained and qualified for their respected positions;

BE IT RESOLVED BY THE CULLMAN CITY COUNCIL that an employee certification program for the Building Department will become effective for the pay period beginning on October 1st, 2023.

ADOPTED BY THE CITY COUNCIL, this the 25th day of September, 2023.

/s/ Jenny Folsom, City Council President

ATTEST:
/s/ Wesley Moore, City Clerk

APPROVED BY THE MAYOR this the 25th day of September, 2023.

/s/Mayor Woody Jacobs

Council Member Hollingsworth seconded the motion, and the motion was approved by a voice vote. Ayes: All. Nays: None.

Council Member Smith made a motion to approve the following resolution:

RESOLUTION NO. 2023 – 92
TO ASSURE FINANCIAL OBLIGATIONS OF THE SANITARY LANDFILL OWNED AND OPERATED BY THE SOLID WASTE DISPOSAL AUTHORITY OF THE CITY AND COUNTY OF CULLMAN, ALABAMA

BE IT RESOLVED by the Cullman City Council that the Mayor is hereby authorized to execute all documents necessary to assure the financial obligations for "one-half" of the closure and post-close care for the sanitary landfill owned and operated by the Solid Waste Disposal Authority of the City and County of Cullman, Alabama through a local government financial test allowed by ADEM Administrative Code 335-13-4-.28 (5) (F).

BE IT FURTHER RESOLVED by the Cullman City Council that the City Clerk and/or City Treasurer are hereby authorized to sign the letter providing documentation and certifications that are required by the recordkeeping and reporting requirements in ADEM Administrative Code 335-13-4-.28 (5) 3.

ADOPTED BY THE CITY COUNCIL this the 25th day of September, 2023.

/s/ Jenny Folsom, City Council President

ATTEST:

/s/ Wesley Moore, City Clerk

APPROVED BY THE MAYOR this the 25th day of September, 2023.

/s/Mayor Woody Jacobs

Council Member Moss seconded the motion, and the motion was approved by a voice vote. Ayes: All. Nays: None.

BOARD APPOINTMENTS

Council President Pro Tem Cook made a motion to reappoint Wade Bentley to the Personnel Board. Council Member Moss seconded the motion, and the motion was approved by a voice vote. Ayes: All. Nays: None.

Council Member Hollingsworth made a motion to reappoint Mark Aderholt to the Park and Recreation Board. Council President Pro Tem Cook seconded the motion, and the motion was approved by a voice vote. Ayes: All. Nays: None.

Council President Folsom asked for a motion to adjourn. Council President Pro Tem Cook made the motion to adjourn. Council Member Hollingsworth seconded the motion, and the meeting was adjourned at 7:15 p.m. by a voice vote. Ayes: All. Nays: None.

RESOLUTION NO. 2023 – 92
TO ASSURE FINANCIAL OBLIGATIONS OF THE SANITARY LANDFILL OWNED AND OPERATED BY THE SOLID WASTE DISPOSAL AUTHORITY OF THE CITY AND COUNTY OF CULLMAN, ALABAMA

BE IT RESOLVED by the Cullman City Council that the Mayor is hereby authorized to execute all documents necessary to assure the financial obligations for "one-half" of the closure and post-close care for the sanitary landfill owned and operated by the Solid Waste Disposal Authority of the City and County of Cullman, Alabama through a local government financial test allowed by ADEM Administrative Code 335-13-4-.28 (5) (F).

BE IT FURTHER RESOLVED by the Cullman City Council that the City Clerk and/or City Treasurer are hereby authorized to sign the letter providing documentation and certifications that are required by the recordkeeping and reporting requirements in ADEM Administrative Code 335-13-4-.28 (5) 3.

ADOPTED BY THE CITY COUNCIL this the 25th day of September, 2023.

Jenny G. Folsom
President of the City Council

ATTEST:

Wesley A. Moore
City Clerk

APPROVED BY THE MAYOR this the 25th day of September, 2023.

Mayor

including current financial test documentation as specified in 335-13-4-.28(5)(e)2., to ADEM. If ADEM finds that the owner or operator no longer meets the requirements of 335-13-4-.28(5)(e)1., the owner or operator must provide alternate financial assurance that meets the requirements of 335-13-4-.28.

3. Calculation of Costs to be Assured. When calculating the current cost estimates for closure, post-closure care, corrective action, or the sum of the combination of such costs to be covered, and other environmental obligations assured by a financial test referred to in 335-13-4-.28(5)(e), the owner or operator must include cost estimates required for municipal solid waste management facilities under this part, as well as cost estimates required for the following environmental obligations, if it assures them through a financial test: obligations associated with UIC facilities under 40 CFR part 144, petroleum underground storage tank facilities under 40 CFR part 280, PCB storage facilities under 40 CFR part 761, and hazardous waste treatment, storage, and disposal facilities under 335-14-5 and 335-14-6.

(f) Local Government Financial Test. An owner or operator that satisfies the requirements of 335-13-4-.28(5)(f)1. to 3. may demonstrate financial assurance up to the amount specified in 335-13-4-.28(5)(f)4.

1. Financial Component.

(i) The owner or operator must satisfy 335-13-4-.28(5)(f)1.(i)(I) or (II) as applicable:

(I) If the owner or operator has outstanding, rated, general obligation bonds that are not secured by insurance, a letter of credit, or other collateral or guarantee, it must have a current rating of Aaa, Aa, A or Baa, as issued by Moody's, or AAA, AA, A, or BBB, as issued by Standard and Poor's on all such general obligation bonds, or

(II) The owner or operator must satisfy all of the following financial ratios based on the owner or operator's most recent audited annual financial statement:

I. A ratio of cash plus marketable securities to total expenditures greater than or equal to 0.05, and

II. A ratio of annual debt service to total expenditures less than or equal to 0.20.

(ii) The owner or operator must prepare its financial statements in conformity with Generally Accepted Accounting Principles for governments and have its financial statements audited by an independent certified public accountant (or appropriate State agency).

(iii) A local government is not eligible to assure its obligations under 335-13-4-.28(5)(f) if it:

(I) Is currently in default on outstanding general obligation bonds, or

(II) Has outstanding general obligation bonds rated lower than Baa as issued by Moody's or BBB as issued by Standard and Poor's, or

(III) Operated at a deficit equal to five percent or more of total annual revenue in each of the past two fiscal years, or

(IV) Receives an adverse opinion, disclaimer of opinion, or other qualified opinion from the independent certified public accountant (or appropriate State agency) auditing its financial statement as required under 335-13-4-.28(5)(f)1.(ii). However, ADEM may evaluate qualified opinions on a case-by-case basis and allow use of the financial test in cases where ADEM deems the qualification insufficient to warrant disallowance of use of the test.

(iv) The following terms used in 335-13-4-.28(5)(f) are defined as follows:

(I) Deficit equals total annual revenues minus total annual expenditures.

(II) Total revenues include revenues from all taxes and fees but does not include the proceeds from borrowing or asset sales, excluding revenue from funds managed by local government on behalf of a specific third party.

(III) Total expenditures include all expenditures excluding capital outlays and debt repayment.

(IV) Cash plus marketable securities is all the cash plus marketable securities held by the local government on the last day of a fiscal year, excluding cash and marketable securities designated to satisfy past obligations such as pensions, and

(V) Debt service is the amount of principal and interest due on a loan in a given time period, typically the current year.

2. Public Notice Component. The local government owner or operator must place a reference to the closure and post-closure care costs assured through the financial test into its next comprehensive annual financial report (CAFR) after the effective date of 335-13-4-.28 or before the initial receipt of waste at the MSWLF, whichever is later. Disclosure must include the nature and source of closure and post-closure care requirements, the reported liability at the balance sheet date, the estimated total closure and post-closure care cost remaining to be recognized, the percentage of landfill capacity used to date, and the estimated landfill life in years. A reference to corrective action costs must be placed in the CAFR not later than 120 days after the corrective action remedy has been selected in accordance with the requirements of 335-13-4-.27(5). For the first year the financial test is used to assure costs at a particular MSWLF, the reference may instead be placed in the operating record until issuance of the next available CAFR if timing does not permit the reference to be incorporated into the most recently issued CAFR or budget. For closure and post-closure costs, conformance with Government Accounting Standards Board Statement 18 assures compliance with this public notice component.

3. Recordkeeping and Reporting Requirements.

(i) The local government owner or operator must place the following items in the MSWLF operating record, and submit a copy to ADEM:

(I) A letter signed by the local government's chief financial officer that:

I. Lists all the current cost estimates covered by a financial test, as described in 335-13-4-.28(5)(f)4.

II. Provides evidence and certifies that the local government meets the conditions of 335-13-4-.28(5)(f)1.(i), (ii), and (iii).

III. Certifies that the local government meets the conditions of 335-13-4-.28(5)(f)2. and 4.

(II) The local government's independently audited year-end financial statements for the latest fiscal year (except for local governments where audits are required every two years where unaudited statements may be used in years when audits are not required), including the unqualified opinion of the auditor who must be an independent certified public accountant or an appropriate State agency that conducts equivalent comprehensive audits.

(III) A report to the local government from the local government's independent certified public accountant (CPA) or the appropriate State agency based on performing an agreed upon procedures engagement relative to the financial ratios required by 335-13-4-.28(5)(f)1.(i)(II), if applicable, and the requirements of 335-13-4-.28(5)(f)1.(ii) and 335-13-4-.28(5)(f)1.(iii)(III) and (IV). The CPA or State agency's report should state the procedures performed and the CPA or State agency's findings.

(IV) A copy of the comprehensive annual financial report (CAFR) used to comply with 335-13-4-.28(5)(f)2. or certification that the requirements of General Accounting Standards Board Statement 18 have been met.

(ii) The items required in 335-13-4-.28(5)(f)3.(i) must be placed in the MSWLF operating record as follows:

(I) In the case of closure and post-closure care, either before the effective date of 335-13-4-.28(2) and (3), or before the initial receipt of waste at the MSWLF, whichever is later.

(II) In the case of corrective action, not later than 120 days after the corrective action remedy is selected in accordance with the requirements of 335-13-4-.27(5).

(iii) After the initial placement of the items in the MSWLF operating record, the local government owner or operator must update the information and place the updated information in the operating record within 180 days following the close of the owner or operator's fiscal year. In addition, a copy of the updated information must be submitted to ADEM.

(iv) The local government owner or operator is not required to meet the requirements of 335-13-4-.28(5)(f)3. if:

(I) The owner or operator substitutes alternate financial assurance as specified in 335-13-4-.28(5); or

(II) The owner or operator is released from the financial assurance requirements in accordance with 335-13-4-.28(2)(b), (3)(b), or (4)(b).

(v) A local government must satisfy the requirements of the financial test at the close of a fiscal year. If the local government owner or operator no longer meets the requirements of the local government financial test it must, within 210 days following the close of the owner or operator's fiscal year, obtain alternative financial assurance that meets the requirements of 335-13-4-.28(5), place the required submissions for that assurance in the operating record, and notify ADEM that the owner or operator no longer meets the criteria of the financial test and that alternate assurance has been obtained.

(vi) ADEM, based on a reasonable belief that the local government owner or operator may no longer meet the requirements of the local government financial test, may require additional reports of financial condition from the local government at any time. If ADEM finds, on the basis of such reports or other information, that the owner or operator no longer meets the requirements of the local government financial test, the local government must provide alternate financial assurance in accordance with 335-13-4-.28(5).

4. Calculation of Costs to be Assured. The portion of the closure, post-closure, and corrective action costs for which an owner or operator can assure under 335-13-4-.28 is determined as follows:

(i) If the local government owner or operator does not assure other environmental obligations through a financial test, it may assure closure, post-closure, and corrective action costs that equal up to 43 percent of the local government's total annual revenue.

(ii) If the local government assures other environmental obligations through a financial test, including those associated with UIC facilities under 40 CFR 144.62, petroleum underground storage tank facilities under 40 CFR Part 280, PCB storage facilities under 40 CFR Part 761, and hazardous waste treatment, storage, and disposal facilities under 335-14-5 and 6, it must add those costs to the closure, post-closure, and corrective action costs it seeks to assure under 335-13-4-.28. The total that may be assured must not exceed 43 percent of the local government's total annual revenue.

(iii) The owner or operator must obtain an alternate financial assurance instrument for those costs that exceed the limits set in 335-13-4-.28(5)(f)4.(i) and (ii).

(g) Corporate Guarantee.

1. An owner or operator may meet the requirements of 335-13-4-.28(5) by obtaining a written guarantee. The guarantor must be the direct or higher-tier parent corporation of the owner or operator, a firm whose parent corporation is also the parent corporation of the owner or operator, or a firm with a "substantial business relationship" with the owner or operator. The guarantor must meet the requirements for owners or operators in 335-13-4-.28(5)(e) and must comply with the terms of the guarantee.

2. A certified copy of the guarantee must be placed in the MSWLF operating record along with copies of the letter from the guarantor's chief financial officer and accountants' opinions. If the guarantor's parent corporation is also the parent corporation of the owner or operator, the letter from the guarantor's chief financial officer must describe the value received in consideration of the guarantee. If the guarantor is a firm with a "substantial business relationship" with the owner or operator, this letter must describe this "substantial business relationship" and the value received in consideration of the guarantee.

3. The guarantee must be effective and all required submissions placed in the operating record before the initial receipt of waste or before the effective date of the requirements of 335-13-4-.28(2) and (3) in the case of closure and post-closure care, or in the case of corrective action no later than 120 days after the corrective action remedy has been selected in accordance with the requirements of 335-13-4-.27(5).

4. The terms of the guarantee must provide that:

(i) If the owner or operator fails to perform closure, post-closure care, and/or corrective action of a MSWLF covered by the guarantee, the guarantor will:

SECTION 5311 RESOLUTION AUTHORIZING LOCAL MATCHING FUNDS

RESOLUTION NO. 2026-28

"SECTION 5311 RURAL AREA PUBLIC TRANSPORTATION"

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

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

WHEREAS the **Cullman County Commission** recognizes that the requirements to obtain Section 5311 funds from the Alabama Department of Transportation include a local match of 50% for operating expenses and 20% for administration, planning, and capital expenses; and

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

NOW, THEREFORE, BE IT RESOLVED, that the **Cullman County Commission** hereby commits the amount of **$894,700.00** as local non-federal match for operations, administration, planning, and capital expenditures under the Section 5311 Rural Area Public Transportation Program during Fiscal Year 2027.

Adopted this 18th day of June , 2026

Elected Official:	Jeff Clemons	Attest:	Tiffany Merriman
Name:	Jeff Clemons	Name:	Tiffany Merriman
Title:	Chairman, Cullman County Commission	Title:	Clerk, Cullman County Commission

5311 Local Match Certification

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

General Fund:	$ 845,700.00
Contracts:	$ 29,000.00
Advertising/Other:	$ 20,000.00
Total:	$ 894,700.00

These funds will be available as of October 1, 2026.

Name of Applicant: Cullman County Commission

Name of Authorized Official: Jeff Clemons, Chairman   Date: June 18, 2026

Signature: Jeff Clemons

Title: Cullman County Commission Chairman

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

Cullman County
COMMISSION

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

June 18, 2026

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

Dear Mr. Lindsey:

Subject: FY2027 Section 5311 Local Match Commitment

The **Cullman County Commission – CARTS** is applying for a Section 5311 **Operations, Administration, Capital, and Planning** grant to aid in the operation of the **CARTS Public Transit System**. The administration, operating, capital and planning expenses requested in this project have been reviewed and approved by the **Cullman County Commission - CARTS** of **Cullman, Alabama.** We are requesting federal assistance in the amount of $653,500.00 for operations, $638,240.00 for administration, $166,560.00 for capital, and $0.00 for planning expenses. Local assistance in the amount of $894,700.00 will be used as the non-federal match.

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

If you have any questions on this request, please contact Stephanie Childers, Director at 256-734-1246.

Sincerely,

Jeff Clemons

Jeff Clemons
Chairman
Cullman County Commission

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

Jeff Clemons
Chairman

Kerry Watson
Commissioner, District 1

Garry Marchman
Commissioner, District 2

Cullman County COMMISSION

Kelly Duke
Commissioner, District 3

Corey Freeman
Commissioner, District 4

John Bullard
County Administrator

June 18, 2026

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

Dear Mr. Lindsey:

FY2027 SECTION 5311 (RURAL) TRANSIT PROGRAM APPLICATION

The **Cullman County Commission – CARTS** is hereby applying for a Section 5311 **Operations, Administration, Capital, and Planning** grant under 49 USC Section 5311, to assist in the operation of the **CARTS Public Transit System** for the period covering October 1, 2026, to September 30, 2027. The project application has been reviewed and approved by the **Cullman County Commission**. The requested amount of Federal assistance is as follows:

Federal Operations Assistance:	$653,500.00
Federal Administration Assistance:	$638,240.00
Federal Capital Assistance:	$166,560.00
Federal Planning Assistance:	$0.00

Local assistance in the amount of $894,700.00 will be used as the non-federal match. The applicant attests that all information contained within this application is true and correct and that the applicant has the legal, financial, and technical capacity to carry out the proposed project. If you have questions or need further information, please contact **Stephanie Childers, Director** at **256-734-1246.**

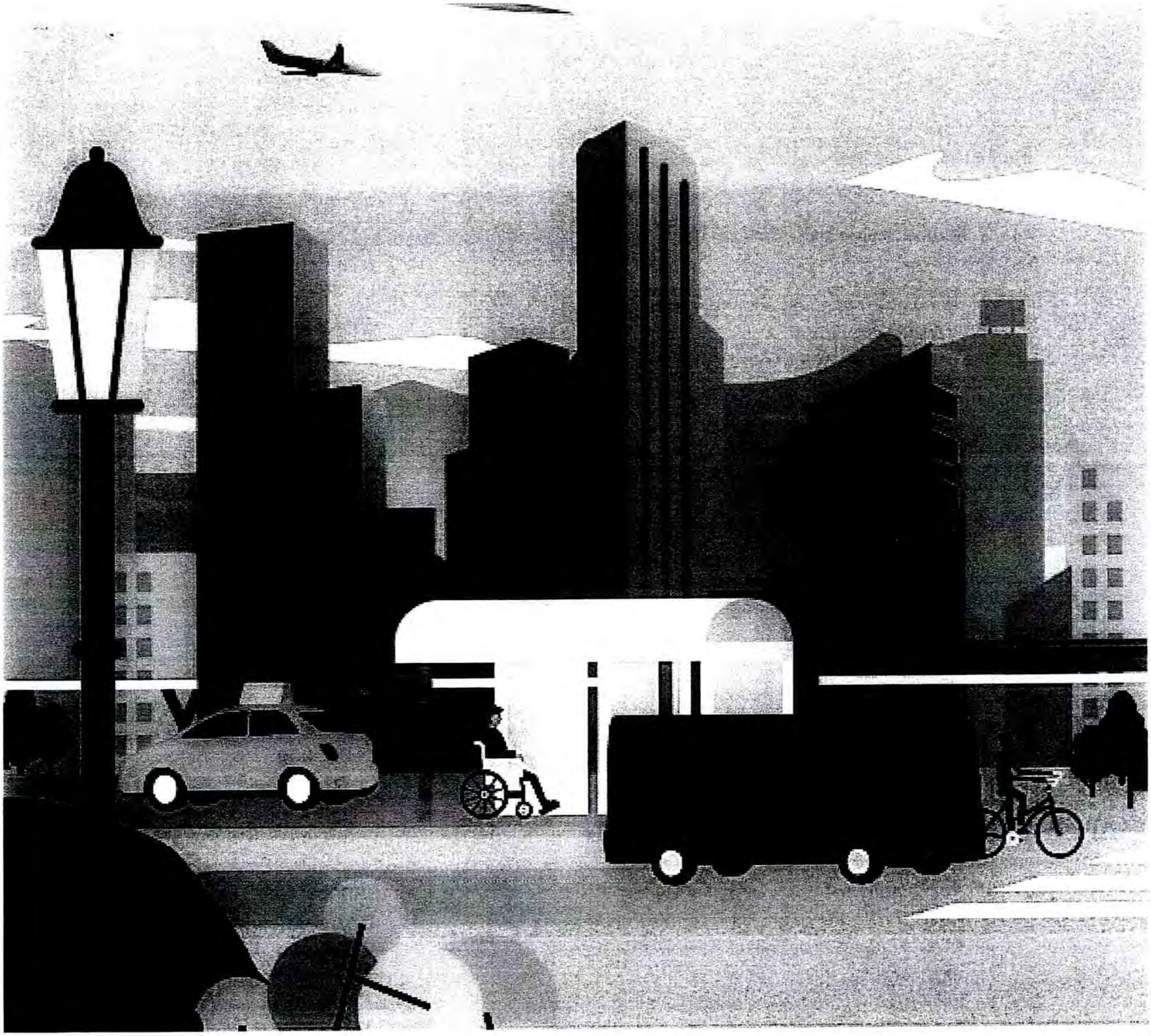
Respectfully,

Jeff Clemons

Chairman

Cullman County Commission

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



Spare Labs Price Quote

Cullman Area Rural Transportation System

810-815 West Hastings St
Vancouver, BC V6C 1B4
Canada

Current quote

Item	Fee
Spare AI Usage Fees (per outcome) An outcome is a successfully handled interaction, such as: • Booking a trip • Cancelling a trip • Providing an Estimated Time of Arrival (ETA) • Rider registration	6,000 annual outcomes **$9,000/yr** ($1.50 per outcome)

Cost of ownership

Spare's standard CPI increase of 5%

Year	Total Cost
Year 1	$128,200
Year 2	$124,110
Year 3	$130,315
3 Year Total	**$382,625**

IN WITNESS WHEREOF, the Parties have executed this Order Form as of the below Order Form effective date. The terms and conditions set out at spare.com/msa ("Agreement") apply to this quote and subsequent orders and contracts ("Order"). By signing this quote, you agree to (a) purchase the products and services pursuant to the terms and fees set forth herein; (b) pay the Services Fees and authorize Spare to submit invoices for such payment; and (c) be bound by the terms and conditions in the Agreement. This Order will renew as set forth in the Agreement, unless expressly stated otherwise herein.

CARTS Scheduling Software Upgrade

Our current scheduling software costs approximately **$20,000 annually** with a local share of about **$4,000**. The proposed Spare system would cost approximately **$125,000 annually**, resulting in a local share of roughly **$25,000**, an increase of about **$21,000 per year**.

At first glance, that appears to be a significant increase. However, when compared to adding personnel to handle continued growth, the economics become more favorable.

Between January and May 2026:

- Demand Response trips increased **11.5%**
- Immediate trips increased **71%**
- Service hours increased **9.4%**

Ridership demand is growing faster than administrative capacity.

An additional office employee would cost approximately **$31,000 annually plus benefits**, training, and ongoing personnel costs. The local share increase for Spare is less than the cost of a single employee while providing system-wide operational improvements.

In addition to reducing administrative burden, Spare offers:

- Automated route optimization
- Real-time schedule adjustments when drivers are delayed or absent
- Reduced dispatcher workload and overtime pressure
- Online and app-based rider booking options
- Improved reporting and operational visibility
- Greater scalability as CARTS continues to grow

The question is not simply whether the software costs more than our current system. The question is whether investing approximately **$21,000 in additional local funding** is preferable to hiring additional personnel and continuing to manage growth through manual processes.

This investment positions CARTS to accommodate future growth more efficiently while improving service delivery and reducing dependence on labor-intensive scheduling practices.

JOHN DEERE FINANCIAL

ORIGINAL INVOICE

Invoice Date	06/05/2026
	Page 2 of 2
Invoice Number	**0074275**
Reference Number	

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

LEASE ACCOUNT INFORMATION

Account Number 030-0074275-000
Lease Maturity Date 06/28/2026
Serial Number(s) 2021 310SL HL 310SL HL BACKHOE LOADER 1T0310HLPMF405817,2021 310SL HL 310SL HL BACKHOE LOADER 1T0310HLHMF405813

Description	Amount Due
Purchase Price	$112,420.00
Current Total Amount Due	**$112,420.00**
Due Date	06/28/2026

JOHN DEERE FINANCIAL

ORIGINAL INVOICE

Invoice Date	06/05/2026
	Page 1 of 2
Invoice Number	0074275

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

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

TOTAL AMOUNT DUE	**$112,420.00**
Due Date	06/28/2026

QUESTIONS?

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

LEASE ACCOUNT INFORMATION

Lease Maturity Date	**06/28/2026**
Lessee's Reference Number	**0074275**

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

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

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

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

JOHN DEERE FINANCIAL

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

CULLMAN COUNTY COMMISSION
Account Number : 030-0074275-000

TOTAL AMOUNT DUE	**$112,420.00**
Due Date	06/28/2026

Amount Enclosed $.

Please include account number and make check payable to:

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

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

PLUS ONE HEATING + AIR + PLUMBING

Contact Us

Hello, this is your estimate

Location: 402 Arnold Street Northeast, Cullman, AL, 35055

JOB ID

51893055

Bronze

3 Ton HP 14.3 RUUD

Your Price

$12,995.00

Accepted

Summary

2 Speed Compressor
5 Year Limited Warranty on Compressor
1 Year Limited Warranty for Parts
1 Year Transferable Labor Warranty...

RP14AY36AJ2NA

Your Price
$5,427.00

2 Speed Scroll Compressor Heat Pump

RH2VY3617STACNJ

Your Price

$3,792.00

Features and Benefits Constant CFM Motor: — When paired with EcoNet® Smart Thermostat, gradually auto-adjusts from low capacity to 100% of capacity to meet comfort requirements—allowing for...

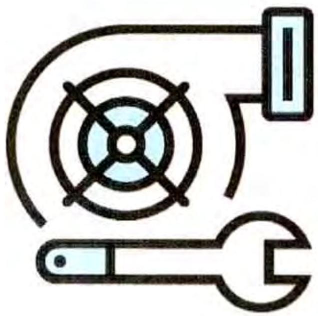
View More

RXBH1724A10J1

Your Price

$388.00

RXBH1724A10J1 *0125 10KW HTR KIT F/17-24 IN A/H



CHR-0.50.0100

Your Price

$360.71

Add filter cabinet.

Preferred Install~Full System

Your Price

$3,742.00

Includes:
- Performance Guarantee
- Lowest Price Guarantee (Comparable…

View More

DISC

Your Price

Discount for services, part/materials and/or labor		-$714.71

Subtotal	$12,995.00
Tax	$0.00
Total	**$12,995.00**

Friends of Army Aviation
Experience the Rich History of Army Aviation
189 Heritage Way, Ozark, AL 36360
334-445-0008
501 (C)(3) Public Education Foundation

28 May 2026

SUBJECT: Contract for Smith Lake Recreation Park Fireworks & Music Festival 2026

This is the agreement between **Friends of Army Aviation** (FOAA) and the **Cullman County, Alabama Commission** (Promoter) hosting the **Smith Lake Fireworks & Music Festival** scheduled to take place on 4 July 2026, at 403 County Road 386, Cullman, AL 35057. FOAA will arrive on **3 July 2026** and depart on **4 July 2026** at approximately 4:34 PM.

AIRCRAFT INFORMATION: Friends of Army Aviation, as a flying vendor, will be providing **one (1) UH1 Huey helicopter** on **4 July 2026,** conducting Living History Flight Experience (LHFE) rides to the public from approximately **10 AM until 4 PM**.

LIVING HISTORY FLIGHT EXPERIENCE (LHFE) HELICOPTER RIDES: Friends of Army Aviation will be providing a helicopter to conduct Living History Flight Experience (LHFE) rides to the public during the festival for a fee of ***$90 per rider*** to be paid directly to FOAA by the riders.

PERMISSION OF LAND USAGE: The Promoter is permitting Friends of Army Aviation the authority to operate from a mutually agreed **site located on the premises of the Smith Lake Recreation Park** for the purpose of conducting Living History Flight Experience helicopter rides on **4 July 2026**. FOAA is also authorized to preposition equipment on 3 July 2026 in support of the Ride Event. The Promoter grants FOAA the authority to sell FOAA merchandise during the event. The Promoter understands that FOAA will not pay a fee and/or revenue share any proceeds received from the helicopter rides and/or merchandise sales. As a 501(c)(3) non-profit and *all-volunteer* organization, all funds received maintain and cover the operating costs of the UH-1 helicopter and support equipment.

ACCOMMODATION & HOSPITALITY INFORMATION: The Promoter has agreed to provide the following at no charge to FOAA except as noted:

1. **HOTEL ROOMS**: *7 Rooms*. Friends of Army Aviation is responsible for all FOAA member lodging.
2. **PARK PASSES:** The Promoter will provide 16 park access passes for Friday and Saturday, 3 & 4 July 2026, for use by FOAA team members conducting the LHFE ride event.
3. **MEALS**: The Promoter will provide 16 lunch meals for the FOAA team members conducting the LHFE ride event and deliver to the FOAA event trailer in coordination with the FOAA Tent Boss, Karyn Kaempfer.
4. **PORTABLE BATHROOM FACILITY:** One portable bathroom facility (porta-potty) located within FOAA area of operations to be used exclusively by FOAA members. ***OR*** One bathroom facility located within FOAA area of operations to be used exclusively by FOAA members.
5. **COMPLIMENTARY TICKETS**: The Promoter will receive up to ***5 complimentary "No Charge" LHFE Helicopter rides***. The passengers will be accommodated on a single flight arranged in advance with the Tent Boss, *Karyn Kaempfer*. ***Shane Bailey and/or Brittney Heron*** will identify and communicate the passenger names to the FOAA onsite representative, **Karyn Kaempfer,** not later than **10 AM 4 July 2026**. Passengers must be at least 18 years old or, if younger, must be accompanied by a parent or guardian during the flight and will count as one of the ten or be required to pay the rate of **$90**. The parent or guardian will count against the "No Charge" ride tickets or may be purchased by the parent or guardian for a fee of **$90**.
6. **MEDIA & ADVERTISING:** The Promoter agrees to use only FOAA-approved logos, aircraft imagery, and branding when referencing FOAA participation in promotional materials. FOAA Media Kit materials are available upon request.
7. **HELICOPTER LANDING ZONE REQUIREMENTS**: An area that provides at least a **200' setback** from the aircraft in all directions from spectators, structures, and parking areas. A site that provides adequate takeoff and landing paths that allow flight operations during the event, with the understanding that FOAA

will only operate within the guidelines of the event. *Final landing zone approval remains at the discretion of the Pilot in Command.*

CANCELLATION POLICY & SAFETY AUTHORITY: Either party reserves the right to cancel participation with written notice (electronic, text, or email) up to 24 hours prior to the aircraft departure from Ozark with no financial responsibility to either party. If the promoter cancels the event for reasons beyond weather or park emergency after the aircraft has departed Ozark or is on station at the Smith Lake Recreation Park, FOAA will require payment to cover the aircraft operating costs to/from the Park from Ozark, AL, and any hotel logistic expenses incurred by FOAA. FOAA may cancel the event for either weather conditions or aircraft maintenance, with no financial obligation by either party.

TERMS & CONDITIONS: This agreement represents the full understanding between Friends of Army Aviation and the ***Smith Lake Park Fireworks & Music Festival*** regarding aerial support services for this event. FOAA retains full operational control of aircraft and crew at all times. This agreement becomes binding upon signature by both parties.

INSURANCE: Friends of Army Aviation (FOAA) will provide a copy of the Certificate of Insurance to the Promoter NLT **2 Weeks Prior.**

CONTACT INFORMATION:

Primary FOAA Contact:
Randy Godfrey
Director of Operations, Friends of Army Aviation
334-445-0008 ext.2

Christopher B. Carlile
Colonel, U.S. Army, Retired
President, Friends of Army Aviation
FOAAPresident@gmail.com

Tax ID# 80-0491372

Smith Lake Park Contact:
Jeff Clemons; Chairman
Cullman County Commissioner
256-775-4878
500 2nd Ave SW, Cullman, AL. 35055

EXECUTED BY:

Christopher B. Carlile

Christopher B. Carlile, *President*

6/24/26

Date

Jeff Clemons

Cullman County Parks & Recreation

6/24/26

Date

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This Hold Harmless and Indemnification Agreement ("Agreement") is entered into by and between **Friends of Army Aviation, Inc. ("FOAA")**, and the **Cullman County Commission, Alabama ("County")**.

WHEREAS, FOAA desires to conduct and provide helicopter rides to members of the public during the Smith Lake Park Fourth of July Celebration to be held at Smith Lake Park in Cullman County, Alabama; and

WHEREAS, the County has agreed to permit FOAA to conduct such activities on County-owned property subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Indemnification

FOAA shall indemnify, defend, and hold harmless the County, its commissioners, officers, employees, agents, representatives, volunteers, and insurers (collectively, the "Indemnified Parties") from and against any and all claims, demands, causes of action, lawsuits, liabilities, damages, losses, judgments, fines, penalties, costs, and expenses, including reasonable attorney's fees and litigation expenses, arising out of or related to:

a. The operation, maintenance, ownership, control, or use of any helicopter or aviation equipment utilized in connection with the helicopter rides;

b. The acts, omissions, negligence, recklessness, or willful misconduct of FOAA, its officers, directors, employees, volunteers, contractors, agents, pilots, crew members, or representatives;

c. Any bodily injury, sickness, disease, death, property damage, or other loss sustained by any person arising from or related to the helicopter ride operations;

d. Any claim by a participant, spectator, employee, contractor, volunteer, or third party arising from or related to the helicopter ride operations conducted by FOAA; and

e. Any violation of federal, state, or local laws, regulations, permits, or aviation requirements by FOAA or its personnel.

2. Defense of Claims

Upon written notice from the County of any claim or action covered by this Agreement, FOAA shall promptly assume the defense of such claim or action with legal counsel reasonably acceptable to the County. The County shall have the right to participate in the defense at its own expense.

3. Insurance Requirements

FOAA shall maintain throughout the event and any related operations:

- Commercial General Liability Insurance;
- Aviation Liability Insurance as may be required by applicable law or industry standards;
- Workers' Compensation Insurance as required by Alabama law; and
- Any other insurance required by applicable law or reasonably requested by the County.

The Cullman County Commission shall be named as an additional insured on the applicable liability policies, and FOAA shall provide certificates of insurance evidencing such coverage prior to commencement of operations.

4. Independent Contractor

FOAA acknowledges that it is acting as an independent entity and not as an employee, agent, joint venturer, or representative of the County. The County shall have no responsibility for the supervision, direction, operation, maintenance, or control of any helicopter ride activities.

5. No Assumption of Liability by County

Nothing in this Agreement shall be construed as creating any duty on the part of the County to inspect, supervise, monitor, or control the helicopter operations. FOAA acknowledges that it is solely responsible for all aspects of the helicopter ride operations.

6. Survival

The obligations contained in this Agreement shall survive the conclusion of the event and remain in full force and effect with respect to any claim arising from activities conducted under this Agreement.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. Venue for any dispute arising under this Agreement shall lie exclusively in the courts of Cullman County, Alabama, to the extent permitted by law.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning indemnification and hold harmless obligations related to the helicopter ride operations and may only be modified by a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

FRIENDS OF ARMY AVIATION
By: Christopher B. Carlile
Its: PRESIDENT

JEFF CLEMONS, CHAIRMAN

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY) 07/21/2025

PRODUCER AND THE NAMED INSURED
Evolution Insurance Brokers, LLC.

8722 S. Harrison St.
Sandy, UT 84070
(801) 304-5500

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE OF INSURANCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE INSURANCE POLICIES BELOW.

INSURED
Friends of Army Aviation Ozark Inc
DBA:
189 Heritage Way
Ozark , AL 36360

INSURERS AFFORDING COVERAGE

INSURER A: Prime Insurance Company

INSURER B:

INSURER C: - Company #12588

COVERAGES "LIMITS SHOWN ARE THOSE IN EFFECT AS OF POLICY INCEPTION" **786248**

The policies of insurance listed below have been issued to the insured named above for the policy indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
☑ **Aircraft Liability** ☑ Claims Made ☑ Exclude Products ☑ Exclude Completed Operations	SC25071290	07/10/2025	07/10/2026	$100,000 Per Person $1,300,000 Per Accident $3,000,000 Policy Aggregate $100,000 AD&D - Accidental Death &
☐ **Commercial Auto Liability** ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ Drive Away ☐ Specifically Described Autos				
☐ **Commercial Garage Liability** ☐ G.K.L.L. ☐ O.T.R.P.D. ☐ D.O.C. ☐ Cargo ☐ On Hook ☐ Contractual Liability Indemnification ☐ Wrongful Repossession ☐ Exclude Completed Operations ☐ Exclude Products ☐ Claims Made				
☐ **Excess Liability** ☐ Claims Made				

OTHER

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Coverage is limited to only insured activities or operations identified in the Policy. Helicopter - Air Charters & Tours - Per Annual Passengers, Helicopter - UH-1H - Per Unit, AD&D - Accidental Death & Dismemberment - Per Crew Member, Scheduled Flight Events, Additional Insured Endorsement - Scheduled

☑ **CERTIFICATE HOLDER** ☐ **ADDITIONAL INSURED** ☐ **LOSS PAYEE** ☐ **WAIVER OF SUBROGATION** ☐ **PRIMARY AND NON-CONTRIBUTORY**

PROOF OF INSURANCE

SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE STATED EXPIRATION DATE OR BE OTHERWISE AMENDED, THE CERTIFICATE HOLDER MAY NOT RECEIVE WRITTEN NOTICE. THE INSURER AND ITS AGENTS AND REPRESENTATIVES HAVE NO OBLIGATION OR LIABILITY OF ANY KIND TO A CERTIFICATE HOLDER WHO RELIES ON THE INFORMATION PROVIDED BY THIS CERTIFICATE

AUTHORIZED REPRESENTATIVE

UDA-F-030 14FEB2020

GREAT AMERICAN INSURANCE GROUP
Aviation Division

2 Tower Center Blvd
Suite 1605
East Brunswick, NJ 08816

AV 11 00 (Ed. 04 14)

Aircraft Certificate of Insurance

Certificate Holder:	Cullman County Commission 500 2nd Avenue SW Room 105 Cullman, AL 35055		
Named Insured:	Friends of Army Aviation Ozark, Inc 189 Heritage Way Ozark, AL 36360		
Policy Period From:	July 1, 2026	To:	July 1, 2027
Policy Number:	AH F517941-00		
Issuing Company:	Great American Insurance Company (A+)		

This is to certify that the policy(ies) listed herein have been issued providing coverage for the listed insured as further described. This certificate of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy(ies) listed herein. Notwithstanding any requirement, term or condition of any contract, or other document with respect to which this certificate of insurance may be concerned or may pertain, the Insurance afforded by the policy(ies) listed on this certificate is subject to all the terms, exclusions, and conditions of such policy(ies).

Registration	Year	Make	Model	Insured Value	Deductible In Motion	Deductible Not In Motion	Liability Limit
N467WW	1970	Bell	UH-1H	Not covered	N/A	N/A	$1.5M/$100K - per pax
N75140	1971	Bell	UH-1H	Not covered	N/A	N/A	$1.5M/$100K - per pax

The Certificate Holder is included as Additional Insured under Liability coverages, but only as respects operations of the Named Insured.

The Company will provide the Certificate Holder with 30 days (10 days for non-payment of premium) advance notice of cancellation or material change.

Certificate Number: 1

Date: July 1, 2026

(Authorized Representative)

AV 11 00 (Ed. 04 14)

ACCA LEGISLATIVE COMMITTEE NOMINEE FORM

On June 18, 2026 (date), by majority vote of the Cullman (county) County Commission, Judge / Chairman / Commissioner (circle one) Commissioner Kelly Duke (name) was appointed to serve on the 2026-2027 ACCA Legislative Committee.

Signature John M. Bollar

County Administrator

Please return this form to Lisa Fiore by email (lfiore@alabamacounties.org) or fax (334-263-7678) by the August 1, 2026, deadline.

ALABAMA'S MOUNTAINS, RIVERS & VALLEYS RC&D COUNCIL

COOPERATIVE AGREEMENT

This Cooperative Agreement (the "Agreement") is made and entered into on **May 21, 2026** (the "Effective Date") by and between the **Alabama's Mountains, Rivers and Valleys Resource Conservation and Development Council, Inc.** (hereinafter, the "Council"), and **Cullman County Commission,** (hereinafter, the "Grantee").

The Purpose of this Agreement is to implement the project entitled **"Fire Tactical/Backup Repeater Project"** (hereinafter, the "Project"), which is incorporated herein by reference. In the event of a conflict between this Agreement and the Project application, this Agreement shall control.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Council and the Grantee deem it mutually advantageous to cooperate in this Project and hereby agree as follows:

1. **The Council Agrees:**
   A. To provide **$35,000.00** in Education Grant Funds" (the "Grant Funds") upon final completion of the Project, including all requirements set forth herein, as determined in the sole discretion of the Council, solely to the extent the Grant Funds are available to the Council. **No Grant Funds will be available until after May 21, 2026** for the Project and such Grant Funds are contingent on adequate funding, as determined in the Council's sole discretion. Grant Funds are subject to proration if ordered by the State Finance Director.
   B. To provide other reasonable assistance in planning and implementation as requested, needed, available, and agreed to by the Council.
   C. **Grant Funds are distributed to Grantee only upon final completion of the Project, including all requirements set forth herein, as determined in the sole discretion of the Council.** The payment of Grant Funds will be made in accordance with this Agreement only after receipt of the required documentation listed below in Section 2.E and is otherwise contingent on Grantee's strict compliance with this Agreement.

2. **The Grantee Agrees:**
   A. To use the funds only on the Project as approved by the Council and only to the extent the Project will have public benefits.
   B. To comply with all applicable State and Federal laws, regulations, and ordinances (the "Laws"), including without limitation the Civil Rights Act of 1964, as amended.
   C. To spend Grant funds only on items included and approved in the Project application and otherwise strictly in compliance with this Agreement.
   D. To credit the Council on all published, printed, or social media relative to the funding for this Project by including the approved Council logo with no alterations.
   E. **To Sign & Document as follows:**
      i. **To return this signed Cooperative Agreement within 15 days from the date issued.**
      ii. To submit any Final Reports and any other required reports in the manner and format requested by the Council.
      iii. To submit financial documentation including without limitation: receipts, invoices, proof of payment (such as canceled checks and/or bank/credit card statements), and any other financial documents requested by the Council.
      iv. To submit photos of the Project as requested by the Council.

v. To contact Grant Manager, Christy Cochran, at (256) 770-5168 or christy.cochran@amrvrcd.com, or such other person as designated in writing by the Council, with questions relative to this project.

F. To submit Project reports (in a form satisfactory to the Council) and other updates, including without limitation photos, upon request by the Council.

G. To keep all records related to the Project and to give the Council and State of Alabama Public Examiners, or its authorized representatives, access to and the right to examine all records, books, papers, or documents related to the Project or this Agreement until at least September 30, 2030.

H. To cooperate with the Council in supplying additional information or in complying with any procedures or requests which might be required by any governmental agency or authority in order for the Council to establish the fact that it has observed all requirements of any applicable Law with respect to this Grant.

I. To hold harmless, indemnify, and defend the Council, its officers, directors, Council members, employees, attorneys, representatives, and authorized agents from any and all liabilities, expenses, claims, causes of action, damages, injuries, and losses, including without limitation reasonable attorney's fees and litigation costs, arising under or related to the Project of the payment of Grant Funds to the Grantee.

J. That failure to strictly comply with the terms and conditions of this Agreement will result in the withholding of the Grant Funds, disqualification from receiving future Council grants, and/or such other remedies and consequences as the Council deems appropriate as determined in its sole discretion.

3. It is mutually agreed:

A. This Agreement shall become effective on May 21, 2026.

B. This Agreement may be amended or modified only by a written instrument signed by both parties, and upon such conditions as required by the Council.

C. This Agreement shall be binding upon, and inure to the benefit of, the permitted successors and permitted assigns of the parties hereto. This Agreement may not be assigned or otherwise transferred by Grantee without the prior written consent of the Council.

D. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture or employee/employer relationship between the parties hereto. None of the parties hereto shall be liable for any obligations or liabilities incurred by the other party other than those obligations explicitly set forth herein.

E. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama and the parties hereto agree to the sole and exclusive jurisdiction of the state and federal courts located in Montgomery County, Alabama as to any disputes arising under or related to this Agreement or the subject matter hereof. **The parties hereto waive the right to a jury trial for any civil action arising under or related to this Agreement.**

F. This Agreement and any attachments, exhibits and documents incorporated herein by reference, contain the entire and only agreement between the parties hereto concern the subject matter hereof, and supersede all prior and conflicting agreements, representations, promises or conditions, whether oral or written, concerning the subject matter hereof.

G. Whenever used, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders, as applicable. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning. All titles, section headings, or captions in this Agreement are for convenience only and shall in no way define, limit, extend, or describe the scope or intent of any provisions of this Agreement. The recitals are a material part of this Agreement and are hereby incorporated into the body of this Agreement. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of this Agreement.

H. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision hereof, or the application thereof to any person or circumstance, shall be invalid or unenforceable, for any reason and to any extent, the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

l. The Council may take appropriate action to ensure compliance with the terms and conditions of this Agreement, which may include termination, suspension, or other remedies deemed necessary, as determined in the Council's sole discretion.

Name of Project: Fire Tactical/Backup Repeater Project - Cullman - GF - CD202672

Award: $35,000.00

Signature Section

GRANTEE: Cullman County Commission

Entity:

Sign: [signature]

Print: Jeff "Clem" Clemons

As Its: Chairman

Date: 6/18/26

Grantee Federal Tax ID Number: ______________________

COUNCIL:

Sign: Renona Seibert

Print: Renona Seibert, Executive Director

As Its: ______________________

Date: 06/23/2026

By signing this Agreement, the Grantee represents and warrants that the program or activities provided for under this Agreement will be conducted in compliance with all applicable Laws, including without limitation Federal Civil Rights laws, rules, regulations, and policies. All policies and assistance of the Council are available without regard to race, color, national origin, gender religion, age, disability, political beliefs, sexual orientation, and marital or family status. The Council is an equal opportunity provider and employer.

This Fractional Controller Services Agreement ("Agreement") is entered into as of June 18, ***2026*** ("Effective Date"), by and between:

Cullman County Commission, a public governmental entity organized under the laws of the State of Alabama, and Cullman County Water Department, and DM Productions dba Rationnelle (Jill Meggs) ("Contractor").

The Entity and Contractor may be referred to individually as a "Party" and collectively as the "Parties."

1. PURPOSE

The Entity desires to retain Contractor to provide fractional controller and related financial management services on a part-time, non-exclusive basis, and Contractor agrees to provide such services under the terms and conditions set forth herein.

2. SERVICES

Contractor proposes to provide professional fractional controller services ("Services"), which may include but are not limited to:

1. Oversight of accounting operations;
2. Financial reporting and statement preparation;
3. Budget assistance and monitoring;
4. Cash flow management and forecasting;
5. Assistance with audits and audit preparation;
6. Internal control review and recommendations;
7. General ledger review and reconciliation oversight;
8. Accounts payable and receivable oversight;
9. Payroll review and oversight;
10. Compliance assistance related to governmental accounting standards and policies;
11. Assistance with grant accounting and reporting, if applicable;
12. Attendance at meetings as reasonably requested;
13. Staff training and
14. Other mutually agreed financial advisory services.

Contractor shall perform the Services in accordance with generally accepted accounting principles ("GAAP"), Governmental Accounting Standards Board ("GASB") standards, and applicable federal, state, and local laws and regulations.

3. TERM

This Agreement shall commence on the Effective Date and continue until ____________, unless earlier terminated pursuant to this Agreement.

The Parties may renew this Agreement upon mutual written agreement.

4. COMPENSATION

4.1 Fees

Entity shall compensate Contractor as follows:

- Monthly retainer: $5,000 per month with an expectation of 20-25 hours of onsite and remote shared services between the Cullman County Commission and Cullman County Water Department

Unless otherwise specified, invoices shall be submitted monthly and payable within 5 days of receipt.

4.2 Expenses

Entity shall reimburse Contractor for pre-approved reasonable out-of-pocket expenses incurred in connection with the Services.

5. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and is not an employee, officer, or agent of the Entity. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship.

Contractor shall be solely responsible for payment of all taxes, insurance, and benefits associated with its personnel.

6. STANDARD OF CARE

Contractor shall perform the Services:

- In a professional and workmanlike manner;
- With the degree of care ordinarily exercised by similarly situated professionals; and
- In compliance with all applicable laws, regulations, and professional standards.

7. RECORDS; PUBLIC RECORDS COMPLIANCE

Contractor acknowledges that records related to this Agreement may constitute public records subject to disclosure under applicable public records laws.

Contractor agrees to:

1. Maintain records related to the Services;
2. Provide records upon request by the Entity;
3. Cooperate with public records requests; and
4. Comply with all applicable public records retention requirements.

Contractor shall promptly notify the Entity of any request for records received directly by Contractor relating to this Agreement.

8. CONFIDENTIALITY

Contractor shall maintain the confidentiality of non-public financial, personnel, and operational information obtained during performance of the Services and shall not disclose such information except:

1. As required by law;
2. As authorized by the Entity; or
3. As necessary to perform the Services.

This provision shall survive the termination of the Agreement.

9. OWNERSHIP OF WORK PRODUCT

All reports, financial records, analyses, work papers, and other materials prepared specifically for the Entity under this Agreement shall become the property of the Entity upon payment for the applicable Services.

Contractor may retain copies for recordkeeping purposes subject to confidentiality obligations.

10. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable federal, state, and local laws, regulations, ordinances, and governmental policies, including procurement, ethics, and conflict-of-interest laws applicable to governmental entities.

11. CONFLICTS OF INTEREST

Contractor represents that no conflict of interest exists that would prevent performance under this Agreement.

Contractor shall immediately disclose any actual or potential conflict of interest arising during the term of this Agreement.

12. TERMINATION

13.1 Termination for Convenience

Either Party may terminate this Agreement without cause upon 30 days' written notice.

13.2 Termination for Cause

Either Party may terminate this Agreement immediately for material breach if such breach is not cured within 30 days after written notice.

13.3 Payment Upon Termination

Entity shall pay Contractor for Services properly performed through the effective date of termination.

GOSS
ELECTRIC INC.
137 Woodall Rd.
Decatur, Alabama 35601
256/353-8751 · Fax 256/353-8753

April 14, 2026

Cullman County Sheriff's Office
1904 Beech Ave, S.E.
Cullman AL 35055

Attn: Deputy Vaughn Lambert

Ref: Steamer Circuits

We appreciate the opportunity to quote the above referenced project. This quote includes the following.

1. Furnish / install two 240V 50A circuit breakers with shunt trip into an existing panel.
2. Furnish / install conduit, wiring, and supports for two 240V 50A circuits from electrical room to the kitchen.
3. Terminate new circuits to the steamers.
4. Furnish / install conduit and wiring from shunt trip breakers to the FA panel for circuit shutdown.
5. FA programming by others.

Total **$9,565.00**

Please call if you have any questions.

Sincerely,

Ken Tapscott

26-QSE-011-036

Cullman Appliance & HVAC Repair LLC

ESTIMATE	#101896
ESTIMATE DATE	May 23, 2026
SERVICE DATE	May 22, 2026
EXPIRATION DATE	Jun 22, 2026
TOTAL	$11,869.70

Cullman County Jail & Sheriff's Office Vaughn Lambert
1910 Beech Ave SE
Cullman, AL 35055

(256) 347-2390
vlambert@cullmansheriff.org

CONTACT US

Po Box 2455
Cullman, AL 35056

(256) 507-3415
office@cullmanappliancerepair.com

ESTIMATE

Heubsch 75LB Tumbler

See your financing options

Prequalify to find out how much you can borrow within minutes and pay as low as $176.53/mo*. Your credit score will not be affected.

Services	qty	unit price	amount
Commercial Laundry Equipment - Sold	1.0	$9,369.70	$9,369.70

Huebsch 75 LB Tumbler Installation

Remove and relocate existing tumbler unit to the left position as specified. Install new Huebsch 75 LB Tumbler and complete all necessary connections for proper operation. Scope includes equipment delivery, freight/shipping, labor, and miscellaneous installation materials required for completion of the project.

Work to include:

-Relocation of existing tumbler unit to adjacent left-side position
-Setting and leveling of new 75 LB Huebsch tumbler
-Connection to existing natural gas supply and additional black pipe for connection of new unit
-Connection to existing exhaust system
-Electrical connection to existing 3-phase power supply
-Installation of required fittings, connectors, mounting hardware, and miscellaneous materials
-Additional 8 inch exhaust vent relocation and connection
-Operational startup and testing of unit after installation
-Verification of proper heat operation, airflow, and tumbler function

Providing line item for electrical disconnects and utility access at installation location. Any unforeseen modifications to gas piping, exhaust ducting, or electrical infrastructure outside normal installation requirements would be quoted separately if needed.

Cullman Appliance & HVAC Repair
AL HVAC #22238 | AL REF #53493

Equipment - $8169.70
Shipping and install $1200

Custom Services - Custom Job	[illegible]	$2,500.00	$2,500.00

Electrical Installation for Commercial Laundry Tumbler

Provide labor and materials to install new dedicated electrical circuit for commercial laundry tumbler equipment. Work to include installation of conduit, wiring, breaker, and disconnect from existing electrical room to laundry room equipment location.

Scope includes:

Install 1/2" electrical conduit from electrical room to laundry room

TRUCKWORX

Kenworth of Huntsville, Inc.
28540 Fanning Dr. NW
Madison AL 35756
(256) 308-0162

Buyer's Order

Contract Date:
Deal #: DE-01145
Customer #: 21693
Salesperson: Heith Pike

Salesperson: Heith Pike - Phone: 256-308-0162 - Cell: 205.446.3028 - Email: heithp@truckworx.com

Bill To: 21693	Ship To:
Cullman County Commission	**Cullman County Commission**
500 2nd Avenue SW Room 105	**2883 AL Hwy 69 North**
Cullman AL 35055	**Cullman, AL 35058**
P:(256) 531-6200	

Customer Contact Info: **Jon Brunner |**
Warranty Contact Info:
Insurance Company Info:
Title Release Info:

Stock#: NMD1172	**VIN:1NK5LJ0X2VJ244376** **Type:Dump**	**New 2027 Kenworth T480** **Color:White**	**Price:**	**$190,000.00**

Totals

Total Price	**$190,000.00**
Sales Tax: (0.0000%)	$0.00
Balance Due	**$190,000.00**

SOURCEWELL CONTRACT#: 032824-KTC
ENGINE: PX9-360HP
TRANSMISSION: ALLISON 3000RDS
COLOR: WHITE CAB W/BLACK BODY
BODY: OX STAMPEDE ELLIPTICAL

DISCLAIMER OF WARRANTIES

All warranties on this equipment are those of the manufacturers. The Dealer **HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE** and the Dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the equipment. **ALL USED EQUIPMENT IS SOLD AS-IS, WHERE-IS WITH NO WARRANTY WHATSOEVER FROM THE DEALER.** This disclaimer in no way affects the provisions of the manufacturers warranties.

ADDITIONAL TERMS ON NEXT PAGE

By signing below, the Buyer acknowledges that he/she has read all terms set forth above and on the next page of this Buyer's Order and agrees to purchase the Equipment on these terms, acknowledges that said terms constitute the entire agreement between the Buyer and the Dealer, except for any other written agreements, and acknowledges that there are no oral representations, terms, or conditions to this agreement.

THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY AN AUTHORIZED MANAGER OF THE COMPANY

Heith Pike
Salesperson — Date

Accepted by Sales Manager — Date

Buyer's Signature — Title — Date

Co-Buyer's Signature — Date

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

Cullman County COMMISSION

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

Cullman County Engineering Department

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

June 9, 2026

Proposed considerations for upcoming Commission meeting on June 16, 2026.

- Proposed plat Simson Creek Circle View Subdivision, resurvey of lots 14 and 15. A minor subdivision recorded on January 9th 1975. Located in commission district 4 on County Road 225.

STATE OF ALABAMA
CULLMAN COUNTY

OWNERS CERTIFICATE

OWNER'S CERTIFICATION AND DEDICATION. This is to certify that the undersigned are the owners of the land shown and described in the plat, that it has caused the same to be surveyed and subdivided for the uses and purposes herein set forth and does hereby acknowledge and adopt the same under the design and title hereon indicated, and grants all easements and dedicate all streets, alleys, walks, parks, and other open spaces to public or private use as noted on the map, together with such restrictions and covenants noted below or attached in a separate legal document. The undersigned, as owner, hereby guarantees a clear title to all land dedicated herein.

______________________ ____________
The Cityscape Group, LLC Date

______________________ ____________
Smith Lake, LLC Date

ACKNOWLEDGE

I, ______________________, a Notary Public in and for said County, in said State, hereby certify that ______________________ whose name is signed to the foregoing instruments, and who is known to me, acknowledge before me this day that being informed of the contents of the instruments, (he)(they) execute the same voluntarily.

Given under my hand and official seal this ______ day of __________, 2026.

SEAL

STATE OF ALABAMA
COUNTY OF CULLMAN

Certification Of The County Engineer

I, the undersigned as County Engineer for Cullman County, Alabama, hereby certify the proposed plat for this subdivision was approved by the County Commission and complies with current requirements for a minor subdivision. The signature hereto does not guarantee the accuracy of the survey.

______________________ ____________
Cullman County Engineer Date

VICINITY MAP-NOT TO SCALE

STATE OF ALABAMA
CULLMAN COUNTY

I HEREBY CERTIFY THAT THIS MAP OR PLAT WAS FILED IN THIS OFFICE FOR RECORD THIS THE ______ DAY OF ______________, 2026 AT ______ O'CLOCK ____ M AND RECORDED IN THE BOOK OF PLATS AND MAPS, PAGE ____________

THIS THE _____ DAY OF _________, 2026

____
JUDGE OF PROBATE

PROPOSED DRIVEWAY SIGHT DISTANCES

LOT NUMBER	LEFT	RIGHT
1	230'	120'
2	110'	98'
3	110'	98'

N

(GRID NORTH NAD83 AL WEST GRID ZONE)

0' 30' 60' 90'

SCALE: 1 INCH = 30 FEET

811 Know what's below. Call before you dig.

ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA.

Plat Notes

1. North arrow shown hereon is based on Alabama State Plane Coor taken from GPS observations. The Alabama Department of Transport observations.

2. All easements and rights of way of which the surveyor has knowle of which the surveyor has no knowledge and of which there is no obse performed, supplied by client. Without said Title Commitment no guar the location of easements.

3. No attempt has been made and no guarantees are hereby given a foundations. Not attempt has been made to locate any underground u drawn based on field evidence only which should be considered appro ground by the utility companies prior to any construction.

4. TAX MAP # 27-02-04-0-001-065.000 & 065.003

5. REFERENCES: Deed Bk 695-Pg 111 & Recorded map of Simpso Book 6-Page 37, recorded in the Office of the Probate Judge of Cullm

6. Land Information / 3 Proposed Lots/Lot 1 to be used as a boat laun Proposed Roads.

7. Contour Interval is 2 Foot.

8. The proposed driveway locations shown hereon are for illustrative verified, designed, or approved by the surveyor. This survey does not compliance of the depicted driveway locations.

9. A portion of these parcels if in Flood Zone "A" as shown on plat a Effective date 05/24/2011

APPLICATION
for
PERMIT TO DEVELOP LAND

(Must Attach Proposed Plat)

__Cullman________ County Date___06/08/2026___________

Subdivision Name_______Resurvey of Lots 14 & 15 Simpson Creek Circle View________________________________

Location________Part of NW1/4 of Sec 4-T12S-R04W______________________

____

____

No. Proposed Lots________3_________ Type: ☐ Major X Minor

Total Length Proposed Road(s)_____0____

Owner(s)/Developer(s)________Adam Cohen Cityscape Group, LLC__________________________________

Mailing Address____307 Euclid Ave________ Phone #__205-516-6080______

Fax #______________________

_Birminhham, AL 35213_______________

Email__adamscohen44@gmail.com

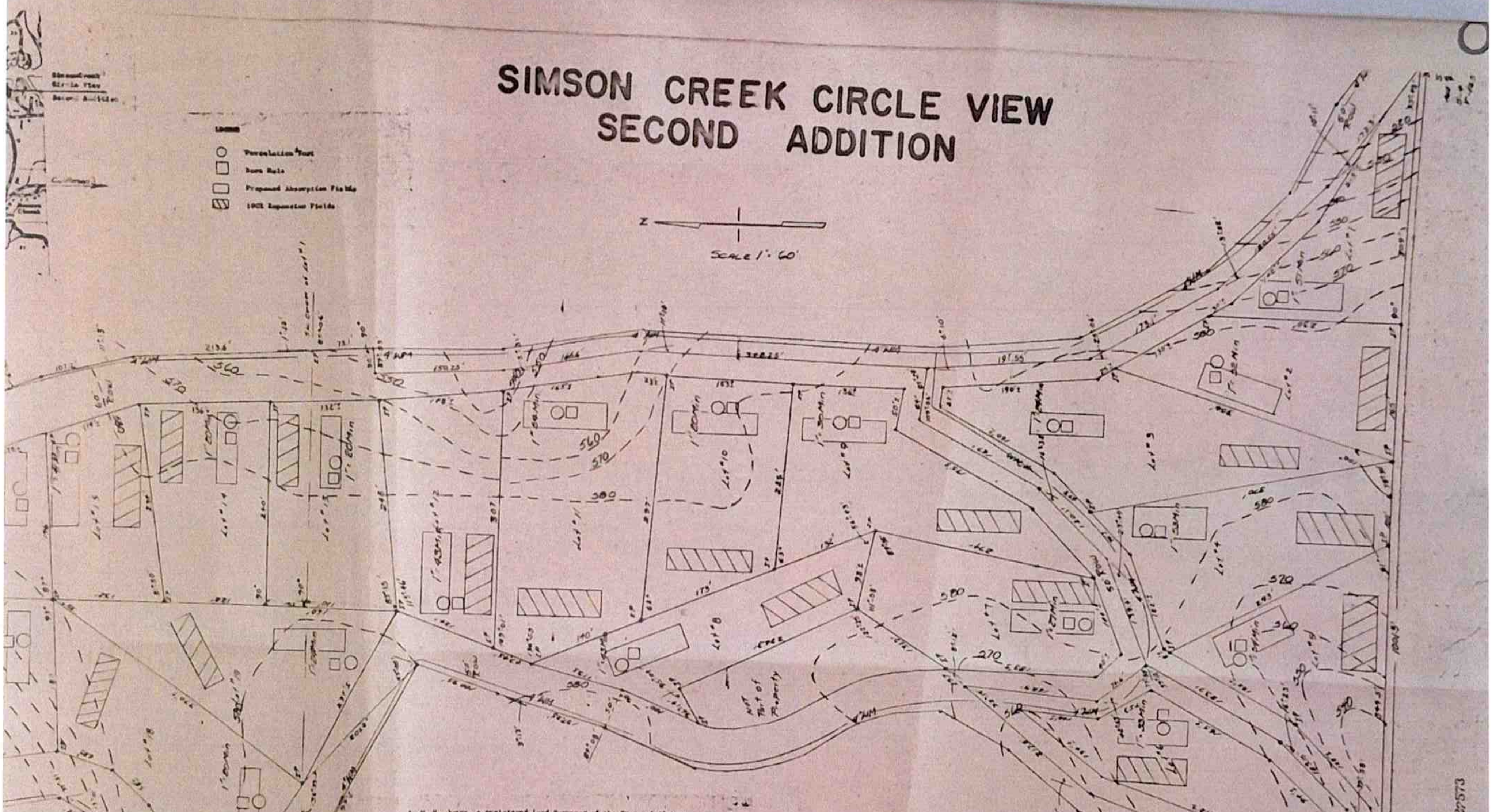
****

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

______________________________________ ____________________________

Owner(s)/Developer(s) Signature Date

SIMSON CREEK CIRCLE VIEW
SECOND ADDITION



I, W. H. Owens, a registered Land Surveyor of the State of Alabama, hereby certify that the forgoing is a true and correct map or plat of part of the South east Quarter of the Northwest Quarter and part of the Northeast Quarter of the Southwest Quarter of Section four (4), Township twelve (12) South, Range four (4) West, Cullman County, Alabama, known as Simson Creek Circle View, Second Addition.

W. H. Owens
W.H. Owens
Reg. No. 10364

I the undersigned Ray McCary owner, do hereby certify that I am the owner of and only person having any right, title, interest in the land shown on the plat of Simson Creek Circle View and the plat represents a correct survey of the above described property, made with my consent, and that I hereby dedicate to the public use, all roads as shown on said plat. The easements as shown on the plat are created for the installation and maintenance of public utilities. I hereby guarantee a clear title to a lands so dedicated, for myself and my heirs or assigns, forever and have caused the same to be released from all encumberances so that the title is clear, except as shown in the Abstracter's Certification.

STATE OF ALABAMA
County of Cullman

I hereby certify the land is Betty W. Vaughan, M.D. is suitable for the use of individual septic tanks.

Betty W. Vaughan, M.D.
Health Officer

I, the undersigned, as authorized by the Cullman Electrical Coop. hereby approve the foregoing plat for recording of same in the Probate Office of Cullman County, Alabama. This ________ day of ________, 19__.

[illegible] Manager
Cullman Electrical Coop.

I, the undersigned, as authorized by the Cullman County Water System, have inspected the water system as installed and recommend that it be accepted by this system. This 7 day of MAY, 1980.

James Calvert
Cullman County Water System

PIPE
BID # 1502

IN ORDER TO RECEIVE CONSIDERATION, BIDS MUST BE SUBMITTED ON THIS FORM.

SPECIFICATIONS:

DIAMETER	PRICE PER FOOT
12" CL200PVC	$ 27.34

It is **mandatory that the push on type Thickened Bell and Spigot PVC, must conform to ASTM D 3139 **Clause 6.2** of the standard.

Consolidated Pipe & Supply
Company

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