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The Cullman Tribune
SERVING CULLMAN – IN THE HEART OF DIXIE – SINCE 1874
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– LOCAL GOVERNMENT –

## Dodge City renews deputy contract, issues certificates of election

*The Dodge City Town Council poses for a picture Thursday evening. Pictured left to right are (front row): Town Clerk Vicki Ogletree, Mayor Tawana Canada and Councilwoman Inez McDonald; (back row): Councilman Erwin Chumley, Councilman Anthony Todd, Councilman Jason Burney and Councilman Murray Lowe.*



MAGGIE DARNELL/THE CULLMAN TRIBUNE

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# CULLMAN COUNTY LIBRARIES CELEBRATE FIBER INTERNET CONNECTIONS




HEATHER MANN/THE CULLMAN TRIBUNE

*Left to right are (front) Debra Wallace, Josie Harrington and Sharon Townson, (middle) Nancy Pack, Randall Shedd, Millie Freeman and Renee Welsh, (back) Cary Hill, David Ivey, Garlan Gudger, Garry Marchman, Jamelle Dimbo, Walter Overby and Tanya Allcorn.*

**Heather Mann**
heather@cullmantribune.com

**CULLMAN, Ala.** – As many residents around Cullman County worry about internet access for their children's online school work, the Cullman County Public Library System (CCPLS) is celebrating the completion of a project that brings high-speed fiber internet to each library in the system - Holly Pond, Hanceville, Colony, Garden City and downtown Cullman. This project was accomplished with the help of the Alabama Supercomputer Authority (ASA) and legislation passed in the Alabama Legislature last year.

Friday morning, a prestigious group of guests was invited to the Cullman Public Library's main branch in Cullman to talk about the project, including Sen. Garlan Gudger, R-Cullman; Rep. Randall Shedd, R-Fairview; Cullman County Commissioner Garry Marchman; Alabama Public Library Service Director Nancy Pack; and four representatives from the ASA: Walter Overby (CEO), Cary Hill (director of education and outreach), Debra Wallace (director of business development) and David Ivey (program director - Huntsville office). They were also joined by CCPLS Director Sharon Townson and members of the Friends of the Public Libraries of Cullman County: Tanya Allcorn (president), Millie Freeman (vice president) and Renee Welsh (secretary and treasurer).

"We are extremely thankful for that fiber - we call it our 'fabulous free fiber.' It has definitely sped things up, and it's going to save our library system as a whole about $5,000 a year," Townson said. "We are just thankful we don't have to do E-Rate paperwork. (E-Rate is the commonly used name for the Schools and Libraries Program of the Universal Service Fund.) That's something that some libraries really struggle with; some hire outside consul-

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**FOOTBALL SPECIAL SECTION INSIDE HANCEVILLE & VINEMONT**

– POLITICS –

## WHO'S PAYING WHOM, WHO'S GETTING 'LIKED?'

### Campaign finance reports, social media indicate support for candidates

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## COVID-19 BY THE NUMBERS

Friday, Aug. 14, 2020 COVID-19 update from the Alabama Department of Public Health's COVID-19 Data and Surveillance Dashboard

- Total confirmed cases in AL: 102,196 (+700 since yesterday)
- Probable cases in AL: 4,113
- Total confirmed deaths in AL: 1,825 (+4 since yesterday)
- Probable deaths in AL: 68
- Total confirmed cases in Cullman Co.: 1,252 (+6 since yesterday)
- Probable cases in Cullman Co.: 95
- Total confirmed deaths in Cullman Co.: 12 (+0 since yesterday)
- Probable deaths in Cullman Co.: 0
- Total tested in Cullman Co.: 12,158
- Total tested in the last 14 days in Cullman Co.: 2,399
- Cases in the last 14 days in Cullman Co.: 166
- Total tested in Alabama: 820,871
- Cases in the last 14 days in Alabama: 15,703
- Total tested in the last 14 days in Alabama: 182,402
- Currently hospitalized in Alabama: 1,376
- Cumulative no. of hospitalizations in Alabama: 12,456
- Presumed recoveries in Alabama (reported weekly): 41,523

See more details at https://bit.ly/2VjCQbP.

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**RUN DATE AUGUST 15, 2020**

**NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City Council of the City of Cullman, Alabama, will hold a public hearing on September 14th, 2020 at 7:00 o'clock p.m. in the Lucille N. Galin Auditorium at City Hall, 204 Second Avenue NE, Cullman, Alabama 35055. At this time anyone wishing to be heard in favor of or in opposition to the adoption of Ordinance No. 2020-43 (set forth in full below) will be given an opportunity to be heard:

**ORDINANCE NO. 2020 – 43**

**AMENDING ORDINANCE NO. 2004-03 AND THE ZONING MAP OF THE CITY OF CULLMAN, ALABAMA, TO RE-ZONE CERTAIN PARCELS OF PROPERTY AS SET FORTH HEREIN**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CULLMAN, ALABAMA, AS FOLLOWS:

1. Under the authority of Chapter 52, Articles 1 through 4, Section 11-52-1 through Section 11-52-84, Code of Alabama 1975, as amended, and specifically Sections 11-52-77 and at the request of property owner, Gregory S. Windham, the following describe the tract or parcel of land, to-wit: Legal Description: *A tract of situated in the Southeast Quarter of the Northwest Quarter of Section 28, Township 10 South, Range 3 West, Cullman County, Alabama and being more particularly described as follows: BEGINNING at a 9" wooden post marking the Southeast corner of Southeast Quarter of the Northwest Quarter of Section 28, Township 10 South, Range 3 West, Cullman County, Alabama thence run N 89°21'56" W along the south line of said quarter-quarter section for a distance of 501.42 feet to a Sain rebar and cap (CA 0279); thence leaving said south line run N 03°48'27" W for a distance of 98.86 feet to a Sain rebar and cap (CA 0279); thence run N 13°19'44" W for a distance of 156.35 feet to a Sain rebar and cap (CA 0279); thence run N 32°18'28" W for a distance of 310.64 feet to a Sain rebar and cap (CA 0279); thence run N 00°41'52" E for a distance of 274.15 feet to a Sain rebar and cap (CA 0279); thence run N 68°10'58" E for a distance of 169.15 feet to a Sain rebar and cap (CA 0279); thence run N 02°56'38" W for a distance of 93.98 to a Sain rebar and cap (CA 0279); thence run N 16°19'23" E for a distance of 103.16 feet to a Sain rebar and cap (CA 0279); thence run N 31°33'22" E for a distance of 24.39 feet to a Sain rebar and cap (CA 0279); thence run N 13°00'51" E for a distance of 54.09 feet to a Sain rebar and cap; thence run N 31°33'22" E for a distance of 190.90 feet to a Sain rebar and cap; thence run N 45°22'56" E for a distance of 71.98' feet to a Sain rebar and cap, said point lying on the North line of the Southeast Quarter of the Northwest Quarter of Section 28; thence run S 88°55'20" E along said north line for a distance of 363.02 feet to a Sain rebar and cap marking the Northeast corner of the Southeast Quarter of the Northwest Quarter of Section 28; thence run S 00°35'02" W along the East line of said quarter-quarter section for a distance of 1328.69 feet to the POINT OF BEGINNING; said parcel containing 772,365 S.F. (17.73 Acres) more or less.* Within the city limits of Cullman, Alabama, and lying and being in Cullman County, State of Alabama, designated as AG-1 Agriculture District on the Zoning Map of the City of Cullman, Alabama, under Ordinances No. 2004-03 and as may be reflected in any comprehensive master plan for the City of Cullman, Alabama, be, and is hereby changed from AG-1 Agricultural District to R-2 Residential District.
2. That this ordinance be published at least once a week for two consecutive weeks in advance of its final passage in a newspaper with general circulation within the City of Cullman, Alabama, the first publication of said notice and ordinance being verbatim and the second publication either verbatim or synopsized, with the last publication being at least 15 days prior to the date set for public hearing and passage of said ordinance.
3. That a public hearing be held relative to the passage of this ordinance on the 14th day of September, 2020 at 7:00 o'clock p.m., at which time interested parties and citizens shall have the opportunity to be heard concerning said ordinance and any changes relating thereto.
4. That all notices as required by law be given by the City Clerk concerning said public hearing, and in addition thereto, a certified letter be sent by the Clerk to all contiguous property owners at their last known addresses as shown by the tax records for the City of Cullman, Alabama.
5. That upon final passage of this ordinance, all zoning maps, master comprehensive plans or any other documents of the City of Cullman, Alabama, in conflict with this ordinance are hereby changed and amended to reflect the changes and amendments herein.
6. Should any part or portion of this ordinance be held invalid, unenforceable or unconstitutional, for whatever reason, by a court of competent jurisdiction, such ruling shall not affect any other part or portion of this ordinance.
7. This ordinance shall take effect and be in force from and after its passage or adoption as required by law, including notice, publication and public hearing, all in accordance with Section 11-52-1, et seq., Code of Alabama 1975, as amended.

Wesley Moore – Cullman City Clerk

**NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City Council of the City of Cullman, Alabama, will hold a public hearing on September 14th, 2020 at 7:00 o'clock p.m. in the Lucille N. Galin Auditorium at City Hall, 204 Second Avenue NE, Cullman, Alabama 35055. At this time anyone wishing to be heard in favor of or in opposition to the adoption of Ordinance No. 2020-44 (set forth in full below) will be given an opportunity to be heard:

**ORDINANCE NO. 2020 – 44**

**AMENDING ORDINANCE NO. 2004-03 AND THE ZONING MAP OF THE CITY OF CULLMAN, ALABAMA, TO RE-ZONE CERTAIN PARCELS OF PROPERTY AS SET FORTH HEREIN**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CULLMAN, ALABAMA, AS FOLLOWS:

Under the authority of Chapter 52, Articles 1 through 4, Section 11-52-1 through Section 11-52-84, Code of Alabama 1975, as amended, and specifically Sections 11-52-77 and at the request of property owner, Minuteman Construction, the following describe the tract or parcel of land, to-wit:

Tract 1 - PPIN: 39368. Parcel: 17-06-23-0-001-005.003. Address: 495 County Road 702, Cullman, AL 35055.

Legal Description: *From the southwest corner of the southeast quarter of the northeast quarter, go north along the west boundary of said forty 1335 feet to a point in the south bank of Ryan Creek; thence an interior angle of 58 degrees 30 minutes go in an easterly directly along the south bank of said Ryan Creek a distance of 105 feet to a point; thence go southeasterly 1368 feet to a point on the northeasterly right of way a paved county road; thence northwesterly along said right of way a distance of 315 back to the point of beginning. Lying and being in the southeast quarter of the northeast quarter of Section 23, Township 10 South, Range 3 West, and the northeast quarter of the southeast quarter of Section 23, Township 10 South, Range 3 West.*

Tract 1 - PPIN: 23752. Parcel: 17-06-23-0-001-005.004. Address: County Road 702, Cullman, AL 35055.

Legal Description: *Also, all that part of the southeast quarter of the northeast quarter and the northeast quarter of the southeast quarter of Section 23, Township 10 South, Range 3 West, and more particularly described as beginning at the southwest corner of the southeast quarter of the northeast quarter of said Section 23; thence South 55 degrees 24 minutes 08 seconds east 310.37 feet to the true point of beginning of the property herein described; thence from said true point of beginning North 6 degrees 40 minutes 02 seconds west 1429.42 feet to a point on the south bank of a creek; thence south 60 degrees 38 minutes 31 seconds east along said south bank 104.68 feet; thence north 52 degrees 50 minutes 06 seconds east along said bank of creek 100.00 feet; thence south 2 degrees 40 minutes 05 seconds east 1448.30 feet to a point on the north right of way a County Road; thence north 76 degrees 07 minutes 22 seconds west along said north right of way 74.56 feet to the true point of beginning.* Within the city limits of Cullman, Alabama, and lying and being in Cullman County, State of Alabama, designated as AG-1 Agriculture District on the Zoning Map of the City of Cullman, Alabama, under Ordinances No. 2004-03 and as may be reflected in any comprehensive master plan for the City of Cullman, Alabama, be, and is hereby changed from AG-1 Agricultural District to R-2 Residential District.
2. That this ordinance be published at least once a week for two consecutive weeks in advance of its final passage in a newspaper with general circulation within the City of Cullman, Alabama, the first publication of said notice and ordinance being verbatim and the second publication either verbatim or synopsized, with the last publication being at least 15 days prior to the date set for public hearing and passage of said ordinance.
3. That a public hearing be held relative to the passage of this ordinance on the 14th day of September, 2020 at 7:00 o'clock p.m., at which time interested parties and citizens shall have the opportunity to be heard concerning said ordinance and any changes relating thereto.
4. That all notices as required by law be given by the City Clerk concerning said public hearing, and in addition thereto, a certified letter be sent by the Clerk to all contiguous property owners at their last known addresses as shown by the tax records for the City of Cullman, Alabama.
5. That upon final passage of this ordinance, all zoning maps, master comprehensive plans or any other documents of the City of Cullman, Alabama, in conflict with this ordinance are hereby changed and amended to reflect the changes and amendments herein.
6. Should any part or portion of this ordinance be held invalid, unenforceable or unconstitutional, for whatever reason, by a court of competent jurisdiction, such ruling shall not affect any other part or portion of this ordinance.

7. This ordinance shall take effect and be in force from and after its passage or adoption as required by law, including notice, publication and public hearing, all in accordance with Section 11-52-1, et seq., Code of Alabama 1975, as amended.

Wesley Moore – Cullman City Clerk

**ORDINANCE NO. 2020-35**

**TO VACATE AND SURPLUS PROPERTY NOT NEEDED FOR ANY PUBLIC OR MUNICIPAL PURPOSE**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CULLMAN, ALABAMA, AS FOLLOWS:**

1. The City of Cullman is the owner of property located on the corner of 2nd St SE and 4th Ave SE, Cullman, Alabama 35055.
2. The Cullman City Council finds and determines that this property is not needed by the City of Cullman for public or municipal purposes and hereby vacates the property and declares it surplus.
3. The City Council hereby authorizes the Mayor to sell this property for its fair market value.
4. This ordinance shall become effective upon its passage and publication as required by law.

ADOPTED BY THE CITY COUNCIL this the 10th day of August, 2020. /s/ Jenny G. Folsom - President of the City Council
ATTEST: /s/ Wesley M. Moore - City Clerk
APPROVED BY THE MAYOR this the 10th day of August, 2020. /s/ Woody Jacobs - Mayor

**ORDINANCE NO. 2020 – 36**

**TO ANNEX CERTAIN PROPERTIES INTO THE CITY LIMITS OF THE CITY OF CULLMAN, ALABAMA**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CULLMAN, ALABAMA, AS FOLLOWS:

SECTION 1. The City Council of the City of Cullman finds that the following property owner, Danny E. McAfee, has petitioned the City under the provisions of Section 11-42-21 of the Code of Alabama, 1975, as amended, that the following described property, owned by the petitioner, be annexed into the City of Cullman: A TRACT OR PARCEL OF LAND CONTAINING 42.69 ACRES OF LAND, MORE OR LESS AND BEING A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND ALL OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 9 SOUTH, RANGE 3 WEST, CULLMAN COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A FOUND ROCK MARKING THE ACCEPTED SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35, HAVING AN ALABAMA STATE PLANE, WEST ZONE, NAD 83 COORDINATE VALUE OF N. 1532032.08', E. 2172496.30' AND RUN THENCE NORTH 00 DEGREES 02 MINUTES 42 SECONDS WEST (BEARING BASED ON AL. STATE PLANE, WEST ZONE, NAD 83, GRID) AND RUN ALONG THE ACCEPTED WEST LINE, A DISTANCE OF 873.17 FEET TO A SET REBAR (CONN-17831); THENCE NORTH 88 DEGREES 56 MINUTES 34 SECONDS WEST, A DISTANCE OF 246.48 FEET TO A FOUND 5/8 INCH REBAR; THENCE NORTH 32 DEGREES 31 MINUTES 13 SECONDS EAST, A DISTANCE OF 121.64 FEET TO A FOUND 5/8 INCH REBAR; THENCE NORTH 44 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 104.76 FEET TO A FOUND 5/8 INCH REBAR MARKING THE SOUTH RIGHT-OF-WAY LINE OF CULLMAN COUNTY ROAD NO. 1319 AND BEING IN A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 19 DEGREES 21 MINUTES 28 SECONDS , A RADIUS OF 1,970.52 FEET, A CHORD BEARING OF NORTH 46 DEGREES 15 MINUTES 51 SECONDS EAST AND A CHORD LENGTH OF 662.59 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 665.76 FEET TO A SET REBAR (CONN-17831); THENCE SOUTH 27 DEGREES 10 MINUTES 18 SECONDS EAST , DEPARTING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 228.79 FEET TO A FOUND 1 INCH PIPE; THENCE SOUTH 88 DEGREES 47 MINUTES 28 SECONDS EAST, A DISTANCE OF 1,009.46 FEET TO A FOUND 1 INCH PIPE MARKING THE ACCEPTED NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 30 MINUTES 49 SECONDS WEST, A DISTANCE OF 1,301.61 FEET TO A FOUND 1 INCH PIPE MARKING THE ACCEPTED SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 54 MINUTES 54 SECONDS WEST AND RUN ALONG THE ACCEPTED SOUTH LINE, A DISTANCE OF 662.15 FEET TO A FOUND 1 INCH PIPE; THENCE NORTH 89 DEGREES 37 MINUTES 58 SECONDS WEST, A DISTANCE OF 30.08 FEET TO A FOUND CAPPED CORNER (CONN-17831); THENCE NORTH 88 DEGREES 50 MINUTES 40 SECONDS WEST AND CONTINUE ALONG THE ACCEPTED SOUTH LINE, A DISTANCE OF 632.92 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY RIGHTS-OF-WAYS AND/OR EASEMENTS OF RECORD. A TRACT OR PARCEL OF LAND CONTAINING 0.88 ACRES OF LAND, MORE OR LESS AND BEING A PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 9 SOUTH, RANGE 3 WEST, CULLMAN COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A SET MAGNETIC NAIL MARKING THE SOUTHEAST CORNER OF SAID WEST HALF, HAVING AN ALABAMA STATE PLANE, WEST ZONE, NAD 83 COORDINATE VALUE OF N. 1530744.97', E. 2173144.51' AND RUN NORTH 00 DEGREES 39 MINUTES 35 SECONDS EAST, A DISTANCE OF 1274.25 FEET TO A FOUND 1 INCH PIPE MARKING THE LOCALLY ACCEPTED NORTHEAST CORNER OF SAID WEST HALF; THENCE RUN NORTH 89 DEGREES 37 MINUTES 58 SECONDS WEST, A DISTANCE OF 30.00 FEET TO A SET REBAR; THENCE RUN SOUTH 00 DEGREES 39 MINUTES 35 SECONDS WEST, A DISTANCE OF 1274.32 FEET TO A SET REBAR ON THE SOUTH LINE OF SAID SECTION; THENCE RUN SOUTH 89 DEGREES 46 MINUTES 54 SECONDS EAST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY RIGHTS-OF-WAYS AND/OR EASEMENTS OF RECORD.

SECTION 2. That the Council has before it a map showing the relationship of the property proposed to be annexed to the corporate limits of the City of Cullman, and that said map is on file in the office of the City Clerk along with an acknowledgment by the property owners that they want it to be annexed into the City of Cullman.

SECTION 3. That the City of Cullman does hereby annex as a part of its corporate limits the above described tracts or parcels of land as **R-4 Residential District**.

SECTION 4. That a copy of this ordinance after its adoption, which ordinance includes a description of the property annexed to the City of Cullman, be filed in the office of the Judge of Probate of Cullman County, Alabama, the county in which the municipality is located.

SECTION 5. That this ordinance shall take effect upon its passage and publication as required by law.

ADOPTED BY THE CITY COUNCIL this the 10th day of August, 2020. /s/ Jenny G. Folsom - President of the City Council
ATTEST: /s/ Wesley M. Moore - City Clerk
APPROVED BY THE MAYOR this the 10th day of August, 2020. /s/ Woody Jacobs - Mayor

**ORDINANCE NO. 2020 – 37**

**TO ANNEX CERTAIN PROPERTIES INTO THE CITY LIMITS OF THE CITY OF CULLMAN, ALABAMA**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CULLMAN, ALABAMA, AS FOLLOWS:

SECTION 1. The City Council of the City of Cullman finds that the following property owners, J Kelly Construction, LLC, has petitioned the City under the provisions of Section 11-42-21 of the Code of Alabama, 1975, as amended, that the following described property, owned by the petitioner, be annexed into the City of Cullman: Lot 5 on County Road 497. Parcel:17-08-27-0-001-032.006 PPIN: 69894. A part of the SE ¼ of the NE ¼ of Section 27, Township 10 South, Range 3 West, more particularly described as follows: Beginning at a set 5/8" rebar iron marking the point of intersection of the west right-of-way of Golf Course Road with the south line of the above described forty; thence, leaving said right-of-way, run N 88° 42'03" W along the south line of said forty a distance of 382.11 feet to a point and the true point of beginning; thence continue N 88° 42' 03" W a distance of 550 feet to a fence; thence in a northerly direction along an existing fence a distance of 280 feet, more or less, to a point on the south line of Lot 8 of Block 4, of Dialsdale Subdivision, 4th Addition (unrecorded); thence S 87° 50' 00"E along an existing fence and the south line of said Block 4 a distance of 87 feet, more or less, to a found ½" rebar; thence S 88° 13'07" E along the south line of said Block 4 a distance of 233.80 feet to a found ½" rebar iron marking the southwest corner of a lot known as Lot 5, Block 4, of the above described unrecorded subdivision to the true point of beginning; thence N 01° 45' 26"E along the west boundary of said Lot 5 a distance of 109.97 feet to a

found ½" rebar at the northwest corner of said lot; thence S 88° 09'09" E along the north line of said lot and the south line of County Road 497 a distance of 116.96 feet to a found 1/2" rebar at the northeast corner of said lot; thence S 01° 50' 25" W a distance of 109.95 feet to a found ½" rebar marking the southeast corner of said lot; thence in a westerly direction along the south line of said lot and an existing fence a distance of 116.9 feet, more or less, to the point of beginning. Intending to convey hereby Lot 5, Block 4 of Dialsdale Subdivision, 4th Addition (unrecorded). Source of Title: Deed Book 654, Page 107.
SECTION 2. That the Council has before it a map showing the relationship of the property proposed to be annexed to the corporate limits of the City of Cullman, and that said map is on file in the office of the City Clerk along with an acknowledgment by the property owners that they want it to be annexed into the City of Cullman.
SECTION 3. That the City of Cullman does hereby annex as a part of its corporate limits the above described tracts or parcels of land as **R-3 Residential District**.
SECTION 4. That a copy of this ordinance after its adoption, which ordinance includes a description of the property annexed to the City of Cullman, be filed in the office of the Judge of Probate of Cullman County, Alabama, the county in which the municipality is located.
SECTION 5. That this ordinance shall take effect upon its passage and publication as required by law.
ADOPTED BY THE CITY COUNCIL this the 10th day of August, 2020. /s/ Jenny G. Folsom - President of the City Council
ATTEST: /s/ Wesley M. Moore - City Clerk
APPROVED BY THE MAYOR this the 10th day of August, 2020. /s/ Woody Jacobs - Mayor

**ORDINANCE NO. 2020 – 38**
**TO ANNEX CERTAIN PROPERTIES INTO THE CITY LIMITS OF THE CITY OF CULLMAN, ALABAMA**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CULLMAN, ALABAMA, AS FOLLOWS:
SECTION 1. The City Council of the City of Cullman finds that the following property owner for Parcel I being Grady L Pope, III and property owners for Parcel II being James B. Barretto and Lianne Barretto has petitioned the City under the provisions of Section 11-42-21 of the Code of Alabama, 1975, as amended, that the following described property, owned by the petitioner, be annexed into the City of Cullman: Parcel I: Address: Lot 54 County Road 1467 – Parcel 17-01-12-0-001-031.000 PPIN: 2043. Lot No. 54 of the A.A. Walker Subdivision, a map or plat which is recorded in the Office of the Judge of Probate or Cullman County, Alabama in Plat Book 4, Page 3. Source of Title: Deed Book 681, Page 462. Parcel II: Address: 49 County Road 1467 – Parcel: 17-01-12-0-001-031.001. PPIN: 33671. Lot No. 55 of the A.A. Walker Subdivision, a map or plat which is recorded in the Office of the Judge of Probate or Cullman County, Alabama in Plat Book 4, Page 3 (Slide A199). Said lot being shown on the recorded plat as being 115 east and west and 330 feet north and south. Source of Title: Deed Book 671, Page 553.
SECTION 2. That the Council has before it a map showing the relationship of the property proposed to be annexed to the corporate limits of the City of Cullman, and that said map is on file in the office of the City Clerk along with an acknowledgment by the property owners that they want it to be annexed into the City of Cullman.
SECTION 3. That the City of Cullman does hereby annex as a part of its corporate limits the above described tracts or parcels of land as **R-1 Residential District**.
SECTION 4. That a copy of this ordinance after its adoption, which ordinance includes a description of the property annexed to the City of Cullman, be filed in the office of the Judge of Probate of Cullman County, Alabama, the county in which the municipality is located.
SECTION 5. That this ordinance shall take effect upon its passage and publication as required by law.
ADOPTED BY THE CITY COUNCIL this the 10th day of August, 2020. /s/ Jenny G. Folsom - President of the City Council
ATTEST: /s/ Wesley M. Moore - City Clerk
APPROVED BY THE MAYOR this the 10th day of August, 2020. /s/ Woody Jacobs - Mayor

**ORDINANCE NO. 2020 – 39**
**TO ANNEX CERTAIN PROPERTIES INTO THE CITY LIMITS OF THE CITY OF CULLMAN, ALABAMA**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CULLMAN, ALABAMA, AS FOLLOWS:
SECTION 1. The City Council of the City of Cullman finds that the following property owners, Wesley Moore and Sherry Moore, have petitioned the City under the provisions of Section 11-42-21 of the Code of Alabama, 1975, as amended, that the following described properties, owned by the petitioners, be annexed into the City of Cullman: PARCEL I: 0.22 acres +/-. 10' evenly off the north and west lines of that certain tract as conveyed to Wendell McDonald as recorded in Deed Book 623, Page 947 in the Office of the Judge of Probate, Cullman County, Alabama. TO BE ZONED AS AG-1 AGRICULTURAL DISTRICT. PARCEL II: 3.25 acres +/-. A TRACT OR PARCEL OF LAND CONTAINING 3.25 ACRES OF LAND, MORE OR LESS AND BEING SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 3 WEST, CULLMAN COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A FOUND 5/8 INCH REBAR MARKING THE LOCALLY ACCEPTED SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, HAVING AN ALABAMA STATE PLANE, WEST ZONE, NAD 83. COORDINATE VALUE OF N. 1491141.75', E. 2173485.52', AND RUN NORTH 00 DEGREES 16 MINUTES 37 SECONDS WEST, (BEARING BASED ON ALABAMA STATE PLANE, WEST ZONE, NAD 83. GRID.), ALONG THE WEST LINE AS FOUND, A DISTANCE OF 747.84 FEET TO A FOUND ½ INCH REBAR ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CULLMAN COUNTY ROAD NO. 468; THENCE SOUTH 47 DEGREES 14 MINUTES 52 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 139.82 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 13 DEGREES 52 MINUTES 09 SECONDS, A RADIUS OF 723.78 FEET, A CHORD BEARING OF SOUTH 54 DEGREES 10 MINUTES 57 SECONDS EAST, A CHORD LENGTH OF 174.77 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 175.20 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 61 DEGREES 07 MINUTES 01 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 60.20 FEET TO A SET REBAR (CONN-17831); THENCE SOUTH 17 DEGREES 20 MINUTES 30 SECONDS WEST, DEPARTING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 554.99 FEET TO A SET REBAR ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AS FOUND; THENCE NORTH 86 DEGREES 19 MINUTES 54 SECONDS WEST, ALONG SAID SOUTH LINE AS FOUND, A DISTANCE OF 128.33 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY RIGHTS-OF-WAYS AND/OR EASEMENTS OF RECORD. TO BE ZONED AS AG-1 AGRICULTURAL DISTRICT. PARCEL III: 98.13 acres +/-. A tract or parcel of land containing 98.13 acres of land, more or less and being situated in Section 11, Township 11 South, Range 3 West, Cullman County, Alabama and being more particularly described as follows: Begin at a found 5/8 inch rebar marking the locally accepted northeast corner of the northeast quarter of the southwest quarter of said Section 11, and run north 88 degrees 35 minutes 57 seconds west, along the north line as found, a distance of 1,323.24 feet to a found axle marking the locally accepted northwest corner of the northeast quarter of the southwest quarter of said Section 11; thence south 00 degrees 20 minutes 10 seconds east, along the west line as found, a distance of 1,324.27 feet to a found 5/8 inch rebar marking the locally accepted northeast corner of the southwest quarter of the southwest quarter of said Section 11; thence north 89 degrees 14 minutes 01 seconds west, along the north line as found, a distance of 888.08 feet to a point on the easterly right of way line of Cullman County Road No. 587; thence south 37 degrees 32 minutes 59 seconds west, along said right of way line, a distance of 14.74 feet to a point; thence south 45 degrees 00 minutes 00 seconds west, along said right of way line, a distance of 58.76 feet; thence south 51 degrees 28 minutes 11 seconds west, along said right of way line, a distance of 59.41 feet to a point; thence south 50 degrees 11 minutes 40 seconds west, along said right of way line, a distance of 48.34 feet to a point; thence south 62 degrees 56 minutes 58 seconds west, along said right of way line, a distance of 46.26 feet to a point; thence south 58 degrees 56 minutes 05 seconds west, along said right of way line, a distance of 150.57 feet to a point; thence south 80 degrees 08 minutes 04 seconds east, departing said right of way line, a distance of 265.60 feet to a set rebar; thence south 82 degrees 16 minutes 51 seconds east, a distance of 101.60 feet to a set rebar; thence south 01 degrees 06 minutes 40 seconds east, a distance of 243.83 feet to a set rebar; thence north 89 degrees 04 minutes 51 seconds west, a distance of 283.96 feet to a point; thence south 00 degrees 54 minutes 51 seconds east, a distance of 424.10 feet to a point; thence south 75 degrees 34 minutes 16 seconds east, a distance of 218.64 feet to the point of curvature of a curve to the left, having a central angle of 09 degrees 36 minutes 04 seconds, a radius of 1,395.00 feet, a chord bearing of south 80 degrees 22 minutes 18 seconds east, a chord length of 233.49 feet; thence run along the arc of said curve an arc distance of 233.76 feet to the point of tangency; thence south 85 degrees 10 minutes 20 seconds east, a distance of 239.20 feet to the point of curvature of a curve to the left, having a central angle of 11 degrees 49 minutes 59 seconds, a radius of 1,450.00 feet, a chord bearing of north 88 degrees 54 minutes 41 seconds east, a chord length of 298.93 feet; thence run along the arc of said curve an arc distance of 299.46 feet to the point of tangency; thence north 82 degrees 59 minutes 41 seconds east, a distance of 278.00 feet to a point; thence south 04 degrees 16 minutes 34 seconds east, a

distance of 200.23 feet to a point on the northerly right of way line of Cullman County Road No. 616; thence north 82 degrees 59 minutes 41 seconds east, along said right of way line, a distance of 161.65 feet to the point of curvature of a curve to the left, having a central angle of 15 degrees 28 minutes 03 seconds, a radius of 895.00 feet, a chord bearing of north 75 degrees 15 minutes 40 seconds east, a chord length of 240.88 feet thence run along the arc of said curve an arc distance of 241.61 feet to the point of tangency; thence north 67 degrees 31 minutes 39 seconds east, a distance of 249.83 feet to the point of curvature of a curve to the right, having a central angle of 02 degrees 26 minutes 52 seconds, a radius of 994.00 feet, a chord bearing of north 68 degrees 45 minutes 05 seconds east, a chord length of 42.46 feet; thence run along the arc of said curve an arc distance of 42.47 feet to a point; thence north 05 degrees 29 minutes 39 seconds east, departing said northerly right of way line, a distance of 217.54 feet to the point of curvature of a non-tangent curve to the right, having a central angle of 21 degrees 01 minutes 01 seconds, a radius of 1,194.00 feet, a chord bearing of north 84 degrees 59 minutes 08 seconds east, a chord length of 435.53 feet; thence run along the arc of said curve an arc distance of 437.98 feet to the point of tangency; thence south 84 degrees 30 minutes 21 seconds east, a distance of 631.78 feet to a point; thence north 37 degrees 32 minutes 37 seconds west, a distance of 991.39 feet to a found rock marking the locally accepted southeast corner of the northeast quarter of the southwest quarter of said Section 11; thence north 00 degrees 10 minutes 49 seconds east, along the east line as found, a distance of 1324.06 feet to the point of beginning. TO BE ZONED AS AG-1 AGRICULTURAL DISTRICT. PARCEL IV: 8.64 acres +-. A TRACT OR PARCEL OF LAND CONTAINING 8.64 ACRES OF LAND, MORE OR LESS AND BEING SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 3 WEST, CULLMAN COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 14 AND RUN NORTH 00 DEGREES 54 MINUTES 51 SECONDS WEST, ALONG THE WEST SECTION LINE, A DISTANCE OF 197.19 FEET TO A SET REBAR MARKING THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF 616 WITH THE EASTERLY RIGHT-OF-WAY LINE OF CULLMAN COUNTY ROAD NO. 587, SAME BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 54 MINUTES 51 SECONDS WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 583.02 FEET TO A SET REBAR; THENCE SOUTH 89 DEGREES 04 MINUTES 51 SECONDS EAST, DEPARTING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 200.10 FEET TO A POINT; THENCE SOUTH 00 DEGREES 54 MINUTES 51 SECONDS EAST, A DISTANCE OF 424.10 FEET TO A POINT; THENCE SOUTH 75 DEGREES 34 MINUTES 16 SECONDS EAST, A DISTANCE OF 218.64 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 09 DEGREES 36 MINUTES 04 SECONDS, A RADIUS OF 1,395.00 FEET, A CHORD BEARING OF SOUTH 80 DEGREES 22 MINUTES 18 SECONDS EAST, A CHORD LENGTH OF 233.49 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 233.76 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 85 DEGREES 10 MINUTES 20 SECONDS EAST, A DISTANCE OF 239.20 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 11 DEGREES 49 MINUTES 59 SECONDS, A RADIUS OF 1,450.00 FEET, A CHORD BEARING OF NORTH 88 DEGREES 54 MINUTES 41 SECONDS EAST, A CHORD LENGTH OF 298.93 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 299.46 FEET TO THE POINT OF TANGENCY; THENCE NORTH 82 DEGREES 59 MINUTES 41 SECONDS EAST, A DISTANCE OF 278.00 FEET TO A POINT; THENCE SOUTH 04 DEGREES 16 MINUTES 34 SECONDS EAST, A DISTANCE OF 200.23 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CULLMAN CUNTY ROAD NO. 616; THENCE SOUTH 82 DEGREES 59 MINUTES 41 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 268.47 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 11 DEGREES 49 MINUTES 59 SECONDS , A RADIUS OF 1,650.00 FEET, A CHORD BEARING OF SOUTH 88 DEGREES 54 MINUTES 41 SECONDS WEST, A CHORD LENGTH OF 340.16 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 340.77 FEET TO THE POINT OF TANGENCY; THENCE NORTH 85 DEGREES 10 MINUTES 20 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 239.20 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 09 DEGREES 36 MINUTES 04 SECONDS, A RADIUS OF 1,595.00 FEET, A CHORD BEARING OF NORTH 80 DEGREES 22 MINUTES 18 SECONDS WEST, A CHORD LENGTH OF 266.96 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 267.28 FEET TO THE POINT OF TANGENCY; THENCE NORTH 75 DEGREES 34 MINUTES 16 SECONDS WEST, A DISTANCE OF 371.15 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY RIGHTS-OF-WAYS AND/OR EASEMENTS OF RECORD. TO BE ZONED AS R-2 RESIDENTIAL DISTRICT. PARCEL V: 5.34 acres +-. A TRACT OR PARCEL OF LAND CONTAINING 5.34 ACRES OF LAND, MORE OR LESS AND BEING SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 3 WEST, CULLMAN COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A FOUND ROCK MARKING THE LOCALLY ACCEPTED SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11, AND RUN SOUTH 87 DEGREES 58 MINUTES 45 SECONDS EAST, ALONG THE SOUTH LINE AS FOUND, A DISTANCE OF 747.44 FEET TO A POINT; THENCE NORTH 02 DEGREES 01 MINUTES 15 SECONDS EAST, A DISTANCE OF 340.07 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CULLMAN COUNTY ROAD NO. 616, SAME BEING THE POINT OF BEGINNING; THENCE NORTH 37 DEGREES 32 MINUTES 37 SECONDS WEST, DEPARTING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 263.79 FEET TO A POINT; THENCE NORTH 84 DEGREES 30 MINUTES 21 SECONDS WEST, A DISTANCE OF 631.78 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 21 DEGREES 01 MINUTES 01 SECONDS, A RADIUS OF 1,194.00 FEET, A CHORD BEARING OF SOUTH 84 DEGREES 59 MINUTES 08 SECONDS WEST , A CHORD LENGTH OF 435.53 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 437.98 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 05 DEGREES 29 MINUTES 39 SECONDS WEST, A DISTANCE OF 217.54 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CULLMAN COUNTY ROAD NO. 616 AND BEING IN A NON TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 25 DEGREES 31 MINUTES 08 SECONDS, A RADIUS OF 994.00 FEET, A CHORD BEARING OF NORTH 82 DEGREES 44 MINUTES 05 SECONDS EAST, A CHORD LENGTH OF 439.07 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 442.72 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 84 DEGREES 30 MINUTES 21 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 719.96 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 08 DEGREES 57 MINUTES 20 SECONDS, A RADIUS OF 590.00 FEET, A CHORD BEARING OF SOUTH 88 DEGREES 59 MINUTES 01 SECONDS EAST, A CHORD LENGTH OF 92.13 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 92.22 FEET TO THE POINT OF BEGINNING SUBJECT TO ANY RIGHTS-OF-WAYS AND/OR EASEMENTS OF RECORD. TO BE ZONED AS R-2 RESIDENTIAL DISTRICT. PARCEL VI: 3.38 acres +-. A TRACT OF PARCEL OF LAND CONTAINING 3.38 ACRES OF LAND, MORE OR LESS AND BEING SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 3 WEST, CULLMAN COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A FOUND ROCK MARKING THE LOCALLY ACCEPTED NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11, HAVING AN ALABAMA STATE PLANE, WEST ZONE, NAD 83, COORDINATE VALUE OF N. 1489817.69', E. 2173481.36', AND RUN SOUTH 87 DEGREES 29 MINUTES 35 SECONDS EAST, (BEARING BASED ON ALABAMA STATE PLANE, WEST ZONE, NAD 83. GRID.), ALONG THE NORTH LINE AS FOUND, A DISTANCE OF 486.30 FEET TO A POINT IN THE CENTERLINE OF A GRAVEL ROAD; THENCE CONTINUE ALONG SAID CENTERLINE OF A GRAVEL ROAD THE FOLLOWING 12 COURSES: SOUTH 50 DEGREES 33 MINUTES 22 SECONDS EAST, 125.62 FEET; SOUTH 57 DEGREES 24 MINUTES 03 SECONDS EAST, 43.28 FEET; SOUTH 51 DEGREES 52 MINUTES 18 SECONDS EAST, 44.80 FEET; SOUTH 41 DEGREES 04 MINUTES 07 SECONDS EAST, 29.59 FEET; SOUTH 28 DEGREES 41 MINUTES 08 SECONDS EAST, 26.20 FEET; SOUTH 15 DEGREES 39 MINUTES 55 SECONDS EAST, 36.64 FEET; SOUTH 02 DEGREES 24 MINUTES 56 SECONDS EAST, 61.18 FEET; SOUTH 00 DEGREES 31 MINUTES 15 SECONDS WEST, 44.93 FEET; SOUTH 09 DEGREES 05 MINUTES 45 SECONDS EAST, 57.86 FEET; SOUTH 26 DEGREES 39 MINUTES 30 SECONDS EAST, 49.27 FEET; SOUTH 39 DEGREES 57 MINUTES 06 SECONDS EAST, 48.85 FEET; SOUTH 50 DEGREES 24 MINUTES 55 SECONDS EAST, 22.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CENTERLINE THE FOLLOWING 13 COURSES; SOUTH 50 DEGREES 24 MINUTES 55 SECONDS EAST, 72.52 FEET; SOUTH 44 DEGREES 13 MINUTES 25 SECONDS EAST, 86.40 FEET; SOUTH 39 DEGREES 08 MINUTES 37 SECONDS EAST, 46.43 FEET; SOUTH 45 DEGREES 37 MINUTES 38 SECONDS EAST, 29.72 FEET; SOUTH 53 DEGREES 55 MINUTES 21 SECONDS EAST, 65.73 FEET; SOUTH 48 DEGREES 14 MINUTES 17 SECONDS EAST, 29.38 FEET TO A SET REBAR; SOUTH 48 DEGREES 14 MINUTES 17 SECONDS EAST, 9.57 FEET; SOUTH 33 DEGREES 13 MINUTES 09 SECONDS EAST, 27.39 FEET; SOUTH 18 DEGREES 20 MINUTES 07 SECONDS EAST, 31.45 FEET; SOUTH 04 DEGREES 50 MINUTES 10 SECONDS EAST, 30.72 FEET; SOUTH 03 DEGREES 41 MINUTES 53 SECONDS WEST, 58.16 FEET; SOUTH 05 DEGREES, 35 MINUTES 32

SECONDS EAST, 20.27 FEET; SOUTH 18 DEGREES, 46 MINUTES 56 SECONDS EAST, 9.04 FEET TO A SET REBAR ON THE NORTHERLY RIGHT-OF-WAY LINE OF CULLMAN COUNTY ROAD NO. 616 AND BEING IN A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 18 DEGREES 49 MINUTES 30 SECONDS, A RADIUS OF 365.00 FEET, A CHORD BEARING OF SOUTH 59 DEGREES 23 MINUTES 56 SECONDS WEST, A CHORD LENGTH OF 119.39 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 119.92 FEET TO A SET REBAR MARKING THE POINT OF TANGENCY; THENCE SOUTH 68 DEGREES 48 MINUTES 41 SECONDS WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 11.69 FEET TO A SET REBAR MARKING THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 17 DEGREES 43 MINUTES 38 SECONDS, A RADIUS OF 590.00 FEET, A CHORD BEARING OF SOUTH 77 DEGREES 40 MINUTES 30 SECONDS WEST, A CHORD LENGTH OF 181.82 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 182.54 FEET TO A SET REBAR; THENCE NORTH 37 DEGREES 32 MINUTES 37 SECONDS WEST, DEPARTING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 319.32 FEET TO A SET REBAR; THENCE NORTH 39 DEGREES 46 MINUTES 20 SECONDS EAST, A DISTANCE OF 325.71 FEET TO THE POINT OF BEGINNING SUBJECT TO ANY RIGHTS-OF-WAYS AND/OR EASEMENTS OF RECORD. TO BE ZONED AS R-2 RESIDENTIAL DISTRICT.

SECTION 2. That the Council has before it a map showing the relationship of the property proposed to be annexed to the corporate limits of the City of Cullman, and that said map is on file in the office of the City Clerk along with an acknowledgment by the property owners that they want it to be annexed into the City of Cullman.

SECTION 3. That the City of Cullman does hereby annex as a part of its corporate limits the above described tracts or parcels of land as AG-1 Agricultural District and R-2 Residential District.

SECTION 4. That a copy of this ordinance after its adoption, which ordinance includes a description of the properties annexed to the City of Cullman, be filed in the office of the Judge of Probate of Cullman County, Alabama, the county in which the municipality is located.

SECTION 5. That this ordinance shall take effect upon its passage and publication as required by law.

ADOPTED BY THE CITY COUNCIL this the 10th day of August, 2020. /s/ Jenny G. Folsom - President of the City Council

ATTEST: /s/ Wesley M. Moore - City Clerk

APPROVED BY THE MAYOR this the 10th day of August, 2020. /s/ Woody Jacobs - Mayor

**ORDINANCE NO. 2020-40**

**TO VACATE AND SURPLUS PROPERTY NOT NEEDED FOR ANY PUBLIC OR MUNICIPAL PURPOSE**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CULLMAN, ALABAMA, AS FOLLOWS:**

1. The City of Cullman is the owner of property located at 5415 Alabama Highway 157 NW, Cullman, Alabama 35055.
2. The Cullman City Council finds and determines that this property is not needed by the City of Cullman for public or municipal purposes and hereby vacates the property and declares it surplus.
3. The City Council hereby authorizes the Mayor to sell this property for its fair market value subject to utilities easements.
4. This ordinance shall become effective upon its passage and publication as required by law.

ADOPTED BY THE CITY COUNCIL this the 10th day of August, 2020. /s/ Jenny G. Folsom - President of the City Council

ATTEST: /s/ Wesley M. Moore - City Clerk

APPROVED BY THE MAYOR this the 10th day of August, 2020. /s/ Woody Jacobs – Mayor

**ORDINANCE NO. 2020-42**

**AN ORDINANCE GRANTING A FRANCHISE TO SPECTRUM SOUTHEAST, LLC, L/K/A CHARTER COMMUNICATIONS, TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN THE CITY OF CULLMAN, ALABAMA SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM AND THE PUBLIC RIGHTS-OF-WAY AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS HEREIN;**

The City Council of the City of Cullman Alabama ordains:

STATEMENT OF INTENT AND PURPOSE

City intends, by the adoption of this Franchise, to bring about the further development of a Cable System, and the continued operation of it. Such development can contribute significantly to the communication needs and desires of the residents and citizens of City and the public generally. Further, City may achieve better utilization and improvement of public services and enhanced economic development with the development and operation of a Cable System.

Adoption of this Franchise is, in the judgment of the City Council, in the best interests of City and its residents.

FINDINGS

In the review of the request for renewal by Grantee and negotiations related thereto, and as a result of a public hearing, the City Council makes the following findings:

1. Grantee has substantially complied with the material terms of the current Franchise under applicable laws;
2. Grantee's technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;
3. Grantee's plans for operating the Cable System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;
4. The Franchise granted to Grantee by City complies with the existing applicable state statutes, federal laws and regulations; and
5. The Franchise granted to Grantee is nonexclusive.

SECTION 1. SHORT TITLE AND DEFINITIONS

1. Short Title. This Franchise Ordinance shall be known and cited as the Cable Television Franchise Ordinance.
2. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words in the singular number include the plural number, and words in the plural number include the singular number. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory. Words not defined shall be given their common and ordinary meaning.

a. "Applicable Laws" means any law, statute, charter, ordinance, rule, regulation, code, license, certificate, franchise, permit, writ, ruling, award, executive order, directive, requirement, injunction (whether temporary, preliminary or permanent), judgment, decree or other order issued, executed, entered or deemed applicable by any governmental authority.

b. "Basic Cable Service" means any Service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the Franchise to be carried on the basic tier. Basic Cable Service as defined herein shall be the definition set forth in 47 U.S.C. § 543(b) (7).

c. "Cable Act" shall mean the Cable Communications Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.

d. "Cable Service" or "Service" means (A) the one-way transmission to Subscribers of (i) Video Programming or (ii) Other Programming Service, and (B) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service. Cable Service as defined herein shall be the definition set forth in 47 U.S.C. § 522(6).

e. "Cable System" or "System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community, but such term does not include:

i. a facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;

ii. a facility that serves Subscribers without using any public Right-of-Way;

iii. a facility of common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. § 201 et seq., except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

iv. an open video system that complies with 47 U.S.C. § 573; or

v. any facilities of any electric utility used solely for operating its electric utility systems.

vi. Cable System as defined herein shall be the definition set forth in 47 U.S.C. § 522(7).

f. "Channel" or "Cable Channel" means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television Channel as defined by the FCC. Cable Channel as defined herein shall be the definition set forth in 47 U.S.C. § 522(4).

g. "City" means City of Cullman, a municipal corporation, in the State of Alabama, acting by and through its City Council, or its lawfully appointed designee.
h. "City Council" means the governing body of the City of Cullman, Alabama.
i. "Drop" means the cable that connects the ground block on the Subscriber's residence to the nearest distribution point of the System.
j. "FCC" means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.
k. "Franchise" or "Cable Franchise" means this franchise ordinance and the regulatory and contractual relationship established hereby.
l. "Franchise Fee" includes any tax, fee, or assessment of any kind imposed by the City or other governmental entity on Grantee or Subscriber, or both, solely because of their status as such. It does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and cable operators or their services but not including a tax, fee, or assessment which is unduly discriminatory against cable operators or cable Subscribers); capital costs which are required by the Franchise to be incurred by Grantee for public, educational, or governmental access facilities; requirements or charges incidental to the awarding or enforcing of the Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages; or any fee imposed under Title 17 of the United States Code. Franchise Fee defined herein shall be the definition set forth in 47 U.S.C. § 542(g).
m. "Grantee" is Spectrum Southeast, LLC ("Charter Communications"), its lawful successors, transferees or assignees.
n. "Gross Revenue" means any and all revenue derived by Grantee from the operation of its Cable System to provide Cable Service within the City including, but not limited to, 1) all Cable Service fees, 2) Franchise Fees, 3) late fees and, 4) Installation and reconnection fees, 5) upgrade and downgrade fees, 6) local, state and national advertising revenue, 7) home shopping commissions, 8) equipment rental fees, and 9) written or electronic Channel guide revenue. The term "Gross Revenue" shall not include launch fees, bad debts or any taxes or fees on Services furnished by Grantee imposed upon Subscribers by any municipality, state or other governmental unit, credits, refunds and any amounts collected from Subscribers for deposits, PEG fees or PEG support. City and Grantee acknowledge and agree that Grantee will maintain its books and records in accordance with generally accepted accounting principles (GAAP).
o. "Installation" means any connection of the System from distribution cable to the point of connection including Standard Installations and custom Installations with the Subscriber Converter or other terminal equipment.
p. "Normal Business Hours" means those hours during which most similar businesses in City are open to serve customers. In all cases, "Normal Business Hours" must include some evening hours, at least one (1) night per week and/or some weekend hours. Normal Business Hours as defined herein shall be the definition set forth in 47 C.F.R. § 76.309.
q. "Normal Operating Conditions" means those Service conditions which are within the control of Grantee. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System. Normal Operating Conditions as defined herein shall be the definition set forth in 47 C.F.R. § 76.309.
r. "Other Programming Service" means information that a cable operator makes available to all Subscribers generally. Other Programming Services as defined herein shall be the definition set forth in 47 U.S.C. § 522 (14).
s. "EG" means educational and governmental.
t. "Person" is any person, firm, partnership, association, corporation, company, limited liability entity or other legal entity.
u. "Right-of-Way" or "Rights-of-Way" means the area on, below, or above any real property in City in which the City has an interest including, but not limited to any street, road, highway, alley, sidewalk, parkway, utility easements or any other place, area, or real property owned by or under the control of City which are dedicated for compatible use.
v. "Right-of-Way Ordinance" means any ordinance or other applicable code requirements regarding regulation, management and use of Rights-of-Way in City, and permitting requirements.
w. "Service Area" or "Franchise Area" means the entire geographic area within the City as it is now constituted or may in the future be constituted.
x. "Service Interruption" means the loss of picture or sound on one (1) or more Cable Channels. Service Interruption as defined herein shall be the definition set forth in 47 C.F.R. § 76.309.
y. "Standard Installation" means any residential Installation which can be completed using an aerial Drop of one hundred twenty-five (125) feet or less.
z. "Subscriber" means any Person who receives broadcast programming distributed by a Cable System and does not further distribute it. Subscriber as defined herein shall be the definition set forth in 47 C.F.R. § 76.5(ee).
aa. "Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station. Video Programming as defined herein shall be the definition set forth in 47 U.S.C. § 522(20).

SECTION 2. GRANT OF AUTHORITY AND GENERAL PROVISIONS

1. Grant of Franchise. This Franchise is granted pursuant to the terms and conditions contained herein.
2. Grant of Nonexclusive Authority.
a. The Grantee shall have the right and privilege, subject to the permitting and other lawful requirements of City ordinance, rule or procedure, to construct, erect, and maintain, in, upon, along, across, above, over and under the Rights-of-Way in City a Cable System and shall have the right and privilege to provide Cable Service under the Franchise Agreement. The System constructed and maintained by Grantee or its agents shall not interfere with other uses of the Rights-of-Way. Grantee shall make use of existing poles and other above and below ground facilities available to Grantee to the extent it is technically and economically feasible to do so.
b. This Franchise shall be nonexclusive, and City reserves the right to grant use of said Rights-of-Way to any Person at any time during the period of this Franchise for the provision of Cable Service.
c. If any other wireline provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement nothing herein shall be deemed a waiver of any remedies available to Grantee under Applicable Laws, including the right to seek judicial review to mandate Grantor amend the franchise to ensure competitive equity between similarly situated competitive providers.
3. Franchise Term. This Franchise shall be in effect for a period of ten (10) years from the Effective Date, unless sooner renewed, revoked or terminated as herein provided.
4. Previous Franchises. Upon acceptance by Grantee as required by Section 12.2 herein, this Franchise shall supersede and replace any previous ordinance or other authorization granting a franchise to Grantee.
5. Compliance with Applicable Laws, Resolutions and Ordinances.
a. The terms of this Franchise shall define the contractual rights and obligations of Grantee with respect to the provision of Cable Service and operation of the System in City. However, Grantee shall at all times during the term of this Franchise be subject to all lawful exercise of the police power, of the City. This Franchise may also be modified or amended with the mutual written consent of City and Grantee as provided in Section 11.3 herein.
b. Grantor shall at all times be subject to and comply with all Applicable Laws with respect to this Franchise.
c. Grantee shall comply with the terms of any City ordinance or regulation of general applicability which addresses usage of the Rights-of-Way within City, provided that it does not discriminate between different users of the Rights-of-Way.
d. In the event of any conflict between this Franchise and any City ordinance or regulation which addresses usage of the Rights-of-Way, the terms of this Franchise shall govern, provided however Grantee shall at all times comply with City ordinances of general applicability promulgated by the City in accordance with its police powers.
6. Written Notice. All notices, reports, or demands required to be given in writing under this Franchise shall be sent via registered or certified mail or shall be deemed to be given when delivered personally to any officer of Grantee or City Clerk or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, postage prepaid thereon, addressed to the party to whom notice is being given, as follows: If to City: City of Cullman, 204 2nd Ave NE, Cullman, Alabama 35055. If to Grantee: Charter Communications, 151 London Parkway, Birmingham, AL 35211. With nonbinding courtesy copies to: Charter Communications, Attn: Government Relations, 601 Massachusetts Avenue - 4th Floor, Washington, DC 20001. Such addresses may be changed by either party upon notice to the other party given as provided in this section.

SECTION 3.CONSTRUCTION STANDARDS

1. Registration, Permits, Construction Codes, and Cooperation.
a. Grantee shall comply with the construction requirements of local, state and federal laws.

b. Grantee agrees to obtain a permit as required by City prior to removing, abandoning, relocating or reconstructing, if necessary, any portion of its facilities. Notwithstanding the foregoing, City understands and acknowledges there may be instances when Grantee is required to make repairs, in compliance with federal or state laws, that are of an emergency nature. Grantee will notify City prior to such repairs, if practicable, and will obtain the necessary permits in a reasonable time after notification to City.
c. City may issue reasonable policy guidelines to all grantees to establish procedures for determining how to control issuance of engineering permits to multiple grantees for the use of the same Rights-of-Way for their facilities. Grantee shall cooperate with City in establishing such policy and comply, to the extent technically feasible, with the procedures established by the Mayor or his or her designee to coordinate the issuance of multiple engineering permits in the same Right-of-Way segments.
d. Failure to obtain permits or comply with permit requirements shall subject Grantee to all enforcement remedies available to City under Applicable Laws or this Franchise.
e. Grantee shall have the opportunity to meet with developers and be present at pre-construction meetings to ensure that the newly constructed Cable System facilities are installed in new developments, within the City where extension of service is economically feasible at Grantee's discretion, in a timely manner upon written notification of such meetings to the Grantee. If requested by the City, Grantee shall meet with the City within 90 days to hold an annual meeting with City to coordinate construction plans of both parties for the upcoming year.
f. Subject to Applicable Laws, when City uses its prior superior right to the Rights-of-Way and public ways, Grantee shall move its property that is located in the Rights-of-Way and public ways, at its own cost, to such a location as City directs. Grantee's System construction shall at all times comply with Applicable Laws, which City agrees shall be applied on a nondiscriminatory basis. Nothing in this Franchise shall be construed to prevent City from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Right-of-Way; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.
2. Minimum Interference.
a. Grantee shall use commercially reasonable efforts to give reasonable prior notice to any adjacent private property owners who will be negatively affected or impacted by Grantee's work in the Rights-of-Way.
All transmission and distribution structures, lines and equipment erected by Grantee shall be located so as to cause minimum interference with the unencumbered use of Rights-of-Way and other public places and minimum interference with the rights and reasonable convenience of property owners who adjoin any of the Rights-of-Way and public places.
3. Disturbance or damage. Any and all Rights-of-Way, or public property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance, expansion, extension or reconstruction of the System shall be promptly and fully restored by Grantee, at its expense, to a condition as good as that prevailing prior to Grantee's work, as determined by City. If Grantee shall fail to promptly perform the restoration required herein, after written request of City and a thirty (30) day opportunity to satisfy that request, City shall have the right to put the Rights-of-Way back into condition as good as that prevailing prior to Grantee's work. In the event City determines that Grantee is responsible for such disturbance or damage, Grantee shall be obligated to fully reimburse City for such restoration within thirty (30) days after its receipt of City's invoice thereof.
4. Temporary Relocation.
a. At any time during the period of the Franchise, Grantee shall, at its own expense, protect, support, temporarily disconnect, relocate or remove any of its property when, in the opinion of City, (i) the same is required by reason of traffic conditions, public safety, Rights-of-Way vacation, freeway or Rights-of-Way construction, alteration to or establishment of any Rights-of-Way or any facility within the Rights-of-Way, sidewalk, or other public place, including but not limited to, installation of sewers, drains, waterlines, power lines, traffic signal lines or transportation facilities; or (ii) a City project or activity makes disconnection, removal, or relocation necessary or less expensive for City.
b. Grantee shall, on request of any Person holding a permit to move a building, temporarily raise or lower its wires to permit the movement of such buildings. The expense of such temporary removal or raising or lowering of wires shall be paid by the Person requesting the same, and Grantee shall have the authority to require such payment in advance. Grantee shall be given not less than ten (10) days advance notice to arrange such temporary wire alterations.
5. Emergency. Whenever, in case of fire or other emergency, it becomes necessary in the judgment of the Mayor, police chief, fire chief, or their delegates, to remove or damage any of Grantee's facilities, no charge shall be made by Grantee against City for restoration, repair or damages. Grantor is aware that the communication facilities of the Grantee can and does transport emergency required communications such as phone and internet life monitoring services if a representative of the Grantor disconnects or damages the facilities of the Grantee.
6. Tree Trimming. Grantee shall comply with all applicable provisions of the Code of Ordinances of the City regarding the trimming of any tress on public property or in the Rights-of-Way.
7. Protection of facilities. Nothing contained in this section shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee's facilities while performing any work connected with grading, regarding or changing the line of any Rights-of-Way or public place or the construction or reconstruction of any sewer or water system.
8. Installation records. Grantee shall keep accurate Installation records of the location of all facilities in the Rights-of-Way and public ways and, upon written request of City, will make them available for viewing to City at Grantee's office or in a mutually agreed upon location.
9. Locating facilities. If, during the design process for public improvements, City discovers a potential conflict with proposed construction, Grantee shall either: (a) locate and, if necessary, expose its facilities in conflict or (b) use a location service under contract with City to locate or expose its facilities. Grantee is obligated to furnish the location information in a timely manner, but in no case longer than thirty (30) days.
a. City reserves the prior and superior right to lay, construct, erect, install, use, operate, repair, replace, remove, relocate, regrade, widen, realign, or maintain any Rights-of-Way and public ways, aerial, surface, or subsurface improvement, including but not limited to water mains, traffic control conduits, cable and devices, sanitary or storm sewers, subways, tunnels, bridges, viaducts, or any other public construction within the Rights-of-Way of City limits.
10. Relocation delays. In cases where the City undertakes work in the Right-of-Way, the Grantee shall, upon reasonable notice from City, relocate its facilities as reasonably necessary to accommodate the City's work. The Grantee must promptly provide notice to City of any potential delay involving relocation of Grantee's facilities. If Grantee's relocation effort so delays construction of a public project causing City to be liable for delay damages, Grantee shall reimburse City for those damages attributable to the delay created by Grantee, however payment by Grantee shall in no way limit Grantee's right, if any, to seek reimbursement for such costs from any third party. All of Grantee's relocation work shall be done in strict compliance with the rules, regulations and ordinances of the City and any applicable state and federal laws.
11. Interference with City Facilities. The Installation, use and maintenance of the Grantee's facilities within the Rights-of-Way and public ways authorized herein shall be in such a manner as not to interfere with the placement, construction, use and maintenance of its Rights-of-Way and public ways, Rights-of-Way lighting, water pipes, drains, sewers, traffic signal systems or other systems that have been installed, maintained, used or authorized by City.
12. Safety Requirements.
a. Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage or injuries.
b. Grantee shall install and maintain its System and other equipment in accordance with City's codes and the requirements of the National Electric Safety Code and all other applicable FCC, state and local regulations., and in such manner that they will not interfere with City communications technology related to health, safety and welfare of the residents
c. Cable System structures, and lines, equipment and connections in, over, under and upon the Rights-of-Way of City, wherever situated or located, shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of City or any Person.
SECTION 4. DESIGN PROVISIONS
1. System Upgrade/Construction: Minimum Channel Capacity.
a. Grantee shall operate and maintain for the term of this Franchise a System capable of providing a minimum of 100 Channels.
b. All final programming decisions remain the discretion of Grantee in accordance with this Franchise and pursuant to 47 U.S.C. §§ 531, 542 and 545.
2. System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use

commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

3. Interruption of Service. Grantee shall interrupt Service only for good cause and for the shortest time possible. Such interruption shall occur during periods of minimum use of the System. If Service is interrupted for a total period of more than twenty-four (24) continuous hours in any thirty (30) day period, Subscribers shall be credited pro rata for such interruption.

4. Emergency Alert Capability. Grantee shall at all times comply with the Emergency Alert System standards pursuant to Title 47, Section 11, Subparts A-E of the Code of Federal Regulations, as may be amended or modified from time to time.

5. Technical Standards. The technical standards used in the operation of the System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76, Subpart K of the Code of Federal Regulations, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference.

6. FCC Reports. The results of any tests required to be filed by Grantee with the FCC shall upon request of City also be filed with City or its designee within ten (10) days of the date of request.

7. Annexation. Upon the annexation of any additional land area by the City, if the annexed area is not currently served by a cable operator it will be subject to the other provisions of this Section 4. If the annexed area is served by a cable operator, Grantee has the option to extend its Cable System to the newly annexed area if Grantee determines that it is economically feasible to do so. Upon the annexation of any additional land area by the City, the annexed area shall be subject to all the terms of this Franchise upon sixty (60) days of written notification by the City to Grantee. A cable operator other than Grantee whose Cable System already passes homes in an annexed area shall not extend its Cable System beyond those homes which it passes at the time the annexation occurs unless it otherwise obtains a franchise from the City. In the event the Grantor modifies the Service Area by annexation or any other means, the City shall provide at least sixty (60) day prior notice to the Grantee. The City shall also notify Grantee of all new street address assignments or changes within the Service Area. Said notice shall be in writing to the address set forth below by U.S. certified mail, return receipt requested. City shall provide detail and information, including address files and maps in sufficient detail and in an acceptable digital format, if feasible. Grantee shall begin to collect Franchise Fees from Subscribers in any annexed area within ninety (90) days of such notice and address information as described above. Grantee shall not be obligated to collect and remit Franchise Fees until such notice and information has been received by Grantee. All notices provided under this subsection shall be delivered to the Grantee at the following addresses: Attn: Director of Government Relations, Charter Communications, 151 London Parkway, Birmingham, AL 35211. With a courtesy copy to: Attn: Legal Department/Government Relations, Charter Communications, 13405 Powerscourt Drive, St Louis, MO 63131. Grantee shall provide Grantor thirty (30) days written notice of address changes affecting this subsection pursuant to section 2, paragraph 7.

8. Service Area. The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

SECTION 5. SERVICE PROVISIONS

1. Non-Standard Installations. Grantee shall install and provide Cable Service to any Person requesting other than a Standard Installation provided that said Cable Service can meet FCC technical specifications and all payment and policy obligations are met. In such case, Grantee may charge for the incremental increase in material and labor costs incurred beyond the Standard Installation.

2. Sales Procedures. Grantee shall have the right to market door-to-door during reasonable hours consistent with local ordinances and regulation. Grantee's sales personnel will not be required to compensate City for any permit that may be required.

3. Consumer Protection and Service Standards. The Grantee shall comply with all applicable federal regulations relating to customer service obligations, including any amendments to 47 C.F.R. § 76.309 during the term of this Franchise, which for the parties' convenience are set forth below as they exist on the Effective Date.

a. Cable System office hours and telephone availability.

i. Grantee will maintain a local, toll-free or collect call telephone access line which will be available to its Subscribers twenty-four (24) hours a day, seven (7) days a week.

(1) Trained Grantee representatives will be available to respond to customer telephone inquiries during Normal Business Hours.

(2) After Normal Business Hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained Grantee representative on the next business day.

ii. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less then ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis.

iii. Grantee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

iv. Under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.

v. Customer service center and bill payment locations will be open at least during Normal Business Hours and will be conveniently located.

b. Installations, Outages and Service Calls. Under Normal Operating Conditions, each of the following standards will be met no less than ninety-five percent (95%) of the time measured on a quarterly basis.

i. Standard Installations will be performed within seven (7) business days after an order has been placed. "Standard" Installations are those that are located up to one hundred twenty-five (125) feet from the connection point of the existing distribution system.

ii. Excluding conditions beyond the control of Grantee, Grantee will begin working on "Service Interruptions" promptly and in no event later than twenty-four (24) hours after the interruption becomes known. Grantee must begin actions to correct other Service problems the next business day after notification of the Service problem.

iii. The "appointment window" alternatives for Installations, Service calls, and other Installation activities will be either a specific time or, at maximum, a four (4) hour time block during Normal Business Hours. (Grantee may schedule Service calls and other Installation activities outside of Normal Business Hours for the express convenience of the customer.)

iv. Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

v. If Grantee's representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

c. Communications between Grantee and Subscribers.

i. Notifications to Subscribers:

(1) Grantee will provide written information on each of the following areas at the time of Installation of Service, at least annually to all Subscribers, and at any time upon request:

(a) Products and Services offered;

(b) Prices and options for programming Services and conditions of subscription to programming and other Services;

(c) Installation and Service maintenance policies;

(d) Instructions on how to use the Cable Service;

(e) Channel positions of programming carried on the System; and

(f) Billing and complaint procedures, including the address and telephone number of the nearest customer service center.

(2) Subscribers will be notified of any changes in rates, programming Services or Channel positions as soon as possible in writing. Notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the Grantee. In addition, the Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the other information required by Section 76.1602.

(3) In addition to the requirement of subparagraph (2) of this section regarding advance notification to Subscribers of any changes in rates, programming services or Channel positions, Grantee shall give thirty (30) days written notice to both Subscribers and the City before implementing any rate or Service change. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change (e.g., inflation, change in external costs or the addition/deletion of Channels). When the change involves the deletion of Channels, each Channel deleted must be separately identified. For purposes of the carriage of digital broadcast signals, the Grantee need only identify for Subscribers, the television signal location and not whether

that signal may be multiplexed during certain day-parts.
(4) To the extent Grantee is required to provide notice of Service and rate changes to Subscribers, the Grantee may provide such notice using any reasonable written means at its sole discretion.
(5) Notwithstanding any other provision of this section, Grantee shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, Franchise Fee, or any other fee, tax, assessment, or charge of any kind imposed by any federal agency, state, or City on the transaction between the Grantee and the Subscriber.
ii. Billing:
(1) Consistent with 47 C.F.R. § 76.1619, bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, Basic Cable Service and premium Service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.
(2) In case of a billing dispute, the Grantee must respond to a written complaint from a Subscriber within thirty (30) days.
iii. Refunds: Refund checks will be issued promptly, but no later than either:
(1) The Subscriber's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or
(2) The return of the equipment supplied by Grantee if Service is terminated.
iv. Credits: Credits for Service will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.
4. Subscriber Contracts. Upon request, Grantee shall file with City any standard form residential Subscriber contract utilized by Grantee. If no such written contract exists, upon request, Grantee shall file with the City a document completely and concisely stating the length and terms of the Subscriber contract offered to customers. The length and terms of any Subscriber contract(s) shall be available for public inspection during Normal Business Hours. A list of Grantee's current Subscriber rates and charges for Cable Service is maintained in Grantee's public file, and upon request, shall be available for public inspection. A copy of Grantee's current rate card can be located at http://www.charter.com/browse/content/rate-card-info. A copy of Grantee's current channel line-up for Cullman AL can be located at http://www.charter.com/browse/tv-service/tv#Channel-Lineup
5. Refund Policy. If a Subscriber's Cable Service is interrupted or discontinued without cause, for twenty-four (24) or more consecutive hours, the Grantee shall, upon request by Subscriber, credit such Subscriber pro rata for such interruption. For this purpose, every month will be assumed to have thirty (30) days.
6. Late Fees. Grantee shall comply with all applicable state and federal laws with respect to any assessment, charge, cost, fee or sum, however characterized, that the Grantee imposes upon a Subscriber for late payment of a bill. The City reserves the right to enforce Grantee's compliance with all Applicable Laws to the maximum extent legally permissible.
SECTION 6. PUBLIC, EDUCATION AND GOVERNMENT ("PEG") ACCESS CHANNEL PROVISIONS
1. Grantee Support for PEG Access. Grantee shall provide the following support for PEG access usage within the Service Area:
a. Provision of the Channels designated in Exhibit A of this Agreement for local PEG programming and access use at no charge in accordance with the requirements of Exhibit A.
b. Support of PEG programming to the extent specified in Exhibit A of this Agreement.
2. Change in Law Regarding Non-monetary Franchise Obligations. The parties acknowledge that the FCC's Third Report and Order in MB Docket No. 05-311, entitled In the Matter of Implementation of Section 621(a)(1) of the Cable Communication Policy Act of 1984 as Amended by the Cable Television Consumer Protection and Competition Act of 1992, adopted on August 1, 2019, and released on August 2, 2019 ("Third Section 621 Order"), concluded that certain in-kind contributions required by a franchise agreement to be provided to a franchising authority without charge are franchise fees under federal law, including but not limited to requirements to provide complimentary services, transport PEG programming from a PEG origination site to the Cable System, and operate and maintain a PEG return line used for such transport. In the event that an appellate court of appropriate jurisdiction, in a final non-appealable order, overturns the FCC's conclusions in the Third Section 621 Order that such in-kind contributions required by a franchise agreement are franchise fees, the City may notify Grantee in writing that it desires to receive some or all of the following in-kind contributions without charge, to the extent each such in-kind contribution listed below is no longer considered to be a franchise fee under Applicable Law, and only to the extent the City actually subscribes to or otherwise receives each such service or equipment at the time of the change of law:
• The operation and maintenance of the fiber return line to be constructed from 601 2nd Avenue NE, Cullman, AL 35055 (the "Return Line"), to Grantee's headend, described in Exhibit A, including the provision of a transport service sufficient to enable live programming to be sent using the Return Line from 601 2nd Avenue NE to Grantee's headend; and/or
• One (1) Drop, one (1) cable outlet, and one (1) converter, if necessary, and Basic Cable Service, to (i) City Hall at 204 2nd Avenue NE, Cullman, AL 35055; (ii) the police department at 601 2nd Avenue NE, Cullman, AL 35055; and/or (iii) the fire stations at 204 2nd Avenue NE, 1711 Main Avenue SW, and 920 Butler Street NW, Cullman, AL 35055, provided such locations.
Upon Grantee's receipt of such notice, Grantee shall take appropriate steps to modify any existing commercial arrangements to the extent necessary to account for the changes contemplated by this Section. Grantee shall have one hundred twenty (120) days from receipt of City's notice to meet its obligations of this Section. Any such obligations shall apply only prospectively upon the end of such one hundred twenty (120) day period, or the end of any mutually agreed extension, and only through the end of the Franchise Term specified in this Franchise Agreement. Notwithstanding the foregoing, the conditional obligations of this Section shall remain at all times subject to Applicable Law, including Grantee's right to assert that any such in-kind contributions requested by City remain franchise fees under Applicable Law. The parties also agree that (1) by complying with this Section, Grantee is not waiving any right it may have under Applicable Law to itemize on bills and pass the costs of any such in-kind contributions through to subscribers in addition to the franchise fees, and (2) any capital costs required to provide any such in-kind contributions are, and will continue to be if the obligations of this Section are triggered, the responsibility of the City.
SECTION 7. OPERATION AND ADMINISTRATION PROVISIONS
1. Administration of Franchise. The Mayor or other designee shall have continuing regulatory jurisdiction and supervision over the System and the Grantee's operation under the Franchise; provided, however, that the City Council shall retain the sole authority to take enforcement action pursuant to this Franchise.
2. Franchise Fee.
a. During the term of the Franchise, Grantee shall pay quarterly to City a Franchise Fee in an amount equal to five percent (5%) of its quarterly Gross Revenues,
b. Any payments due under this provision shall be payable quarterly. The payment shall be made within forty-five (45) days of the end of each of Grantee's fiscal quarters together with a report showing the basis for the computation in form and substance substantially the same as Exhibit B attached hereto. In the event that a Franchise Fee payment or other sum due is not received by the City on or before the date due, or is underpaid, Grantee shall pay in addition to the payment, or sum due, interest from the due date at the state legal interest rate of 6% annually (Alabama Code § 8.8.1).
c. All amounts paid shall be subject to audit and recomputation by City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount. In the event the City should conduct a review of Grantee's books and records pursuant to Section 7.5 of this Franchise and such review indicates a Franchise Fee underpayment of seven percent (7%) or more during the entire period reviewed, the Grantee shall, subject to Applicable Law, assume all reasonable documented costs of such audit, and pay same upon demand by the City.
3. Discounted Rates. For the purposes of this section, in the case of a Cable Service that may be bundled or integrated functionally with other services, capabilities, or applications, the Franchise Fee shall be applied only to the gross revenue, as defined in Section 1.2.n., attributable to Cable Service. Where Grantee bundles, integrates, ties, or combines Cable Services with nonvideo services creating a bundled package, so that subscribers pay a single fee for more than one class of service or receive a discount on Cable Services, gross revenues shall be determined based on an equal allocation of the package discount, that is, the total price of the individual classes of service at advertised rates compared to the package price, among all classes of service comprising the package. The fact that the Grantee offers a bundled package shall not be deemed a promotional activity. If the Grantee does not offer any component of the bundled package separately, the Grantee shall declare a stated retail value for each component based on reasonable comparable prices for the product or service for the purpose of determining Franchise Fees based on the package discount described above. For the purposes of determining gross revenue for bundled or integrated services, Grantee shall use the same method of determining revenues under generally accepted accounting principles.
4. Access to Records. The City shall have the right to inspect, upon reasonable notice and during Normal Business Hours, or require Grantee to provide within a reasonable time copies of any records maintained by Grantee which relate to System operations including specifically Grantee's accounting and financial records. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than required by applicable state statute of limitations, as may be amended form time to time, except for service complaints which shall be kept for one (1) year. City acknowledges that some of the records which may be provided

by Grantee may be classified as confidential and therefore may subject Grantee to competitive disadvantage if made public. City shall therefore maintain the confidentiality of any and all records provided to it by Grantee which are not required to be made public pursuant to Applicable Laws. Grantee shall produce such books and records for City's inspection at any mutually agreed upon location within the City.

5. Reports to be Filed with City.

a. Grantee shall file with the City, at the time of payment of the Franchise Fee, a report of all Gross Revenues in form and substance as Exhibit B attached hereto.

b. City and Grantee shall mutually agree, at the times and in the form prescribed, such other reasonable reports with respect to Grantee's operations pursuant to this Franchise.

c. Upon reasonable notice by City, Grantee shall deliver its System maps and plats to City's office located at 601 2nd Avenue NE, Cullman, AL, or at a mutually agreed upon location, for viewing, however, for confidential and proprietary reasons, Grantee shall not be required to provide copies of its maps and plats to City.

SECTION 8. GENERAL FINANCIAL AND INSURANCE PROVISIONS

1. Liability Insurance.

a. Grantee shall obtain with its acceptance of this Franchise, and at all times thereafter maintain in full force and effect at its sole expense, an occurrence-based comprehensive general liability insurance policy, including contractual liability coverage with standard insurance exclusions, in protection of City, its officers, elected officials, boards, commissions, agents and employees. The policy or policies shall name as additional insured the City, its officers, elected officials, boards, commissions, agents and employees. The Commercial General Liability shall be $2,000,000 per occurrence for bodily injury, death or property damage and $3,000,000 aggregate. The policy or policies of insurance shall be maintained by Grantee in full force and effect during the entire term of the Franchise and shall be issued by company licensed to do business in the State of Alabama with a rating by A.M. Best & Co. of not less than "A" upon the Effective Date of this Franchise or at the time a sale or transfer of ownership is approved by City. Grantee shall furnish County with current certificates of insurance evidencing such coverage upon request. Cancellation notice will be provided for any reason other than non-payment of premium and requires the City provide Grantee a valid contact name and e-mail address (with any changes to the contact name or e-mail address being the responsibility of the City)

2. Indemnification

a. Grantee shall indemnify, defend and hold City, its officers, boards, commissions, agents and employees (collectively the "Indemnified Parties") harmless from and against any and all lawsuits, claims, causes or action, actions, liabilities, demands, damages, judgments, settlements, disability, losses, expenses (including attorney's fees and disbursements of counsel) and costs of any nature that any of the Indemnified Parties may at any time suffer, sustain or incur arising out of, based upon or in any way connected with the Grantee's negligent operations, the exercise of the Franchise, the breach of Grantee of its obligations under this Franchise and/or the negligent activities of Grantee, it subcontractors, employees and agents hereunder. Grantee shall be solely responsible for and shall indemnify, defend and hold the Indemnified Parties harmless from and against any and all matters relative to payment of Grantee's employees, including compliance with Social Security and withholdings. Grantee shall not be required to provide indemnification to City for any lawsuits, claims, causes or action, actions, liabilities, demands, damages, judgments, settlements, disability, losses, expenses (including attorney's fees and disbursements of counsel) and costs of any nature that arise out of or are in any way connected with the use of, or the programming cablecast over, the PEG access Channels administered by City. Grantee shall not be required to indemnify City for negligence or misconduct on the part of City or its officials, boards, commissions, agents, or employees.

b. The indemnification obligations of Grantee set forth in this Franchise are not limited in any way by the amount or type of damages or compensation payable by or for Grantee under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Franchise or the terms, applicability or limitations of any insurance held by Grantee.

c. City does not, and shall not, waive any rights against Grantee which it may have by reason of the indemnification provided for in this Franchise, because of the acceptance by City, or the deposit with City by Grantee, of any of the certificates of insurance described in this Franchise.

d. The indemnification of City by Grantee provided for in this Franchise shall apply regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

e. In order for City to assert its rights to be indemnified, defended, and held harmless, City must, with respect to each claim:

i. Promptly notify Grantee within ten (10) business days in writing of any claim or legal proceeding which gives rise to such right;

ii. Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of any claim or proceeding; and

iii. Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to subparagraph (ii) above.

SECTION 9. SALE, ABANDONMENT, TRANSFER AND REVOCATION OF FRANCHISE

1. City's Right to Revoke. In addition to all other rights which City has pursuant to law or equity, City reserves the right to commence proceedings to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if it is determined by City that after notice and an opportunity to cure as reordered herein;

i. Grantee has repeatedly and substantially violated material provisions(s) of this Franchise and has not put forth a reasonable proposal to cure such violations; or

ii. Grantee has intentionally and materially evaded any of the provisions of the Franchise; or

iii. Grantee has practiced a material fraud or a material deceit upon City.

2. Procedures for Revocation.

a. City shall provide Grantee with written notice of a cause for revocation and the intent to revoke and shall allow Grantee thirty (30) days subsequent to receipt of the notice in which to correct the violation or to provide adequate assurance of performance in compliance with the Franchise. In the notice required therein, City shall provide Grantee with the basis of the revocation.

b. Should City determine to proceed with a revocation proceeding, Grantee shall be provided the right to a public hearing affording due process before the City Council prior to the effective date of revocation. The due process to be afforded Grantee shall include the Grantee's right to present any written or verbal testimony or other relevant evidence to the City Council for consideration. Such information presented by Grantee shall be considered part of the record of the proceeding. City shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.

c. Only after the public hearing and upon written notice of the determination by City to revoke the Franchise may Grantee appeal said decision with an appropriate state or federal court or agency. Nothing in this Franchise, including the enforcement provisions set forth in this Section 9, shall prevent Grantee from filing at any time a legal action in any permissible court or tribunal seeking a declaration or enforcement of Grantee's rights or obligations under the Franchise.

d. During the appeal period, or pendency of any legal action, the Franchise shall remain in full force and effect unless the term thereof sooner expires and Grantee is not pursuing renewal under Applicable Law or unless continuation of the Franchise would endanger the health, safety and welfare of any Person or the public.

3. Removal After Abandonment, Termination or Forfeiture. In the event of termination or forfeiture of the Franchise or abandonment of the System, City shall have the right to require Grantee to remove all or any portion of the System from all Rights-of-Way and public property within City.

4. Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 10. PROTECTION OF INDIVIDUAL RIGHTS

1. Discriminatory Practices Prohibited. Grantee shall not deny Service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color, religion, national origin, sex, age, status as to public assistance, affectional preference, or disability. Grantee shall comply at all times with all other Applicable Laws, and all executive and administrative orders relating to nondiscrimination.

2. Subscriber Privacy. Grantee shall at all times comply with all applicable provisions of 47 U.S.C. 551 governing subscriber privacy. Grantor reserves any and all rights it may have now or in the future to enforce compliance with all applicable state and federal laws and regulations governing subscriber privacy.

SECTION 11. MISCELLANEOUS PROVISIONS

1. Franchise Renewal. Any renewal of this Franchise shall be performed in accordance with Applicable Laws.

2. Work Performed by Others. All applicable obligations of this Franchise shall apply to any subcontractor or others performing any work or services pursuant to the provisions of this Franchise, Grantee shall provide notice to City of the name(s) and address(es) of any entity, other than Grantee, which performs substantial services pursuant to this Franchise.

3. Amendment of Franchise Ordinance. Grantee and City may agree, from time to time, to amend this Franchise. Such written amendments may be made at any time if City and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal, state or local laws.

4. Compliance with Federal, State and Local Laws.

a. If any federal or state law or regulation shall require or permit City or Grantee to perform any service or act or shall prohibit City or Grantee from performing any service or act which may be in conflict with the terms of this Franchise, then as soon as possible following knowledge thereof, either party shall notify the other of the point in conflict believed to exist between such law or regulation.

b. If any term, condition or provision of this Franchise or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and complied with provided the loss of the invalid or unenforceable clause does not substantially alter the agreement between the parties. In the event such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantee and City.

5. Nonenforcement by City. Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure or delay of City to enforce prompt compliance. City may only waive its rights hereunder by expressly so stating in writing. Any such written waiver by City of a breach or violation of any provision of this Franchise shall not operate as or be construed to be a waiver of any subsequent breach or violation.

6. Rights Cumulative. The rights and remedies reserved to the City and Grantee by this Franchise are cumulative and shall be in addition to and not in derogation of any other legal or equitable rights or remedies which the City and Grantee may have with respect to the subject matter of this Franchise, and a waiver thereof at any time shall have no effect on the enforcement of such rights or remedies at a future time.

7. Force Majeure. Neither party shall be in default under this Agreement if any failure or delay in performance is caused by acts of God; fire; flood; earthquake; lightning; unusually severe weather; material or facility shortages or unavailability not resulting from such party's failure to timely place orders therefore; war or civil disorder; or any other cause beyond the reasonable control of either party hereto. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. Notification shall be given by the excused party to the other party, of the cause and of the estimated duration, when possible.

SECTION 12. PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS

1. Publication, Effective Date. This Franchise shall be published in accordance with applicable local and state law. The effective date of this Franchise shall be the date of acceptance by Grantee in accordance with the provisions of Section 12.2.

2. Acceptance.

a. Grantee shall accept this Franchise within thirty (30) days of its enactment by the City Council, unless the time for acceptance is extended by City. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes.

b. Upon acceptance of this Franchise, Grantee and City shall be bound by all the terms and conditions contained herein.

c. Grantee shall accept this Franchise in the following manner:

i. This Franchise will be properly executed and acknowledged by Grantee and delivered to City.

ii. With its acceptance, Grantee shall also deliver any insurance certificates as required herein that have not previously been delivered.

ADOPTED BY THE CITY COUNCIL this the 10th day of August, 2020. /s/ Jenny G. Folsom - President of the City Council

ATTEST: /s/ Wesley M. Moore - City Clerk

APPROVED BY THE MAYOR this the 10th day of August, 2020. /s/ Woody Jacobs – Mayor

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PB MIN BK 190 PG 418 - 08/06/2020 04:03 PM
Tammy Brown, Judge of Probate, Cullman County, AL

**IN THE PROBATE COURT OF CULLMAN COUNTY, ALABAMA**

IN THE MATTER OF THE ESTATE OF

EUGENE WOODS, DECEASED CASE NO. PC 2020-219

**NOTICE OF APPOINTMENT TO BE PUBLISHED BY PERSONAL REPRESENTATIVE**

THE ESTATE OF EUGENE WOODS, DECEASED.

Letters of Administration of said deceased have been granted to Melissa Woods on the 5th day of August, 2020, by the Honorable Tammy Brown, Judge of Probate of Cullman County. Notice is hereby given that all persons having claims against said estate are hereby required to present the same within the time allowed by law or the same will be barred.

Melissa Woods, Personal Representative (Administrator),
and
Steven C. Smith, Attorney for the Estate

TO: Publisher of *Cullman Tribune*:

Please publish the above notice three successive weeks in said newspaper.

Tammy Brown
Tammy Brown, Judge of Probate

Steven C. Smith
P. O. Box 398
Cullman, Alabama 35056-0398
Phone: (256) 734-4721
Fax: (256) 734-4774
e-mail: steve@smithandsmithllp.com

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PB MIN BK 190 PG 524 - 08/13/2020 03:17 PM
Tammy Brown, Judge of Probate, Cullman County, AL

**IN THE PROBATE COURT OF CULLMAN COUNTY, ALABAMA**

IN THE MATTER OF THE ESTATE OF

SCARLETT HAILES HAYES, DECEASED CASE NO. PC2020-243

**NOTICE OF APPOINTMENT TO BE PUBLISHED BY PERSONAL REPRESENTATIVE**

THE ESTATE OF SCARLETT HAILES HAYES, DECEASED.

Letters of Administration of said deceased have been granted to Malachi Blackwood on the 13th day of August, 2020, by the Honorable Tammy Brown, Judge of Probate of Cullman County. Notice is hereby given that all persons having claims against said estate are hereby required to present the same within the time allowed by law or the same will be barred.

Malachi Blackwood, Personal Representative (Administrator),
and
Steven C. Smith, Attorney for the Estate

TO: Publisher of *Cullman Tribune*:

Please publish the above notice three successive weeks in said newspaper.

Tammy Brown
Tammy Brown, Judge of Probate

Steven C. Smith
P. O. Box 398
Cullman, Alabama 35056-0398
Phone: (256) 734-4721
Fax: (256) 734-4774
e-mail: steve@smithandsmithllp.com

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**Notice of Self Storage Sale**

Please take notice IN-N-OUT Self Storage located at 106 13th St., Cullman, AL 35055 intends to hold a sale to sell the property stored at the facility by the below occupant who is in default at an auction. The sale will occur or otherwise disposed as an online auction via www.storageauctions.com on 8/25/2020 at 10:00am. Unless stated otherwise the description of the contents are household goods and furnishings.

James Fincher, unit #612: 1201 Dripping Springs Road, Northwest, Apartment S, Cullman, Alabama 35055.

This sale may be withdrawn at any time without notice. Certain terms and conditions apply. See manager for details.

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PB ADT BK 56 PG 112 - 08/14/2020 09:06 AM
Tammy Brown, Judge of Probate, Cullman County, AL

**IN THE PROBATE COURT OF CULLMAN COUNTY, ALABAMA**

IN THE MATTER OF: *
* CASE NO.: AD2020-054
B.K.P., *
A minor child, D.O.B.: 11/20/2015. *

**NOTICE OF PETITION FOR ADOPTION**

TO: JORDAN POPE, FATHER OF B.K.P. WHOSE WHEREABOUTS ARE UNKNOWN
PIPER HYDE, MOTHER OF B.K.P. WHOSE WHEREABOUTS ARE UNKNOWN

A PETITION FOR ADOPTION WAS FILED IN THE PROBATE COURT OF CULLMAN COUNTY, ALABAMA BY MARTHA JO LEVERETT PUGH and MARION THOMAS PUGH. IF YOU SHOULD CONTEST THIS ADOPTION, YOU MUST FILE A WRITTEN RESPONSE WITHIN THIRTY (30) DAYS FROM THE DATE OF THE LAST NOTICE OF PUBLICATION. YOUR RESPONSE MUST BE FILED WITH COUNSEL FOR SAID PETITIONER, WHOSE NAME AND ADDRESS IS SHOWN BELOW, AND WITH THE CLERK OF THE PROBATE COURT OF CULLMAN COUNTY, ALABAMA, POST OFFICE BOX 970, CULLMAN, ALABAMA 35056.

DONE THIS 13th DAY OF August, 2020.

Tammy Brown
TAMMY BROWN, JUDGE OF PROBATE
CULLMAN COUNTY, ALABAMA

ANNETTE IRONS-PARKER
Attorney for Petitioners
PARKER AND PARKER, P.C.
Attorneys at Law
215 Main Avenue SW
Cullman, Alabama 35055
(256)775-4444

# Fiber (from Front)

tants just to complete those forms, but it's money and it still helps the library, but that will be passed on now."

Said Overby, "We are so excited about this - 176 libraries that we are gonna be able to touch throughout the state. That's in every single county throughout the entire state. We have a network that extends from Huntsville to Montgomery, Mobile, and it's extended to all 67 counties. We're really proud of it, we're proud of what it can do. This is just another example of that network and the power it can provide to libraries, but we do that to education. We support about 95% of all the schools in the state. We support all the colleges and just about every one of the universities. We really appreciate the role we play in that, and the staff we've got is second to none."

Said Pack, "Prior to the ASA and the state legislators funding our libraries, we had 220 public library systems - 360 if you wanna count individual libraries - and 40% of those were under 10 megabytes. They would have people come use the resources they have through the Alabama Virtual Library, and the people would get knocked off because of the lack of being able to get on the web and download what they needed."

"This whole project, I've learned about it in the last few years through Cary and Walter being able to educate me," said Gudger.

"We got out legislative phone calls and brought some other senators on board to educate them as well as myself. Just a little story, there's a gentleman two blocks away who doesn't have internet at his house. They can't afford it, so he comes here and sits in the parking lot for the WiFi for his unemployment. It's not the fact that he's coming here for reading, which is what most people think libraries are for, but it's a day-to-day process that he has to be able to function and have a payroll check right now during this COVID and he's not able to work. From that, this project gives so many people opportunities to continue the life that they've always had."

"Libraries have to evolve just like everything else does, and you've done a good job of evolving to meet the needs of the community.

"We all know nowadays that most everybody, if you have to do something, the first thing that's usually said to you is 'go online,' and sometimes there's no other option. It always frustrates me to have a state agency say to go online to do something when people don't have an opportunity to go online, so I'm grateful for the partnership between the City and the County at this library that will give these people the opportunity to go online and have high-speed internet," said Shedd.

"We've been talking about broadband for a while in the Legislature, and we're not moving as fast as I'd like to see it move but we're making progress."

As guests mingled and enjoyed some of Cullman's famous treats (orange rolls from the All Steak and donuts from The Duchess Bakery), Overby spoke more in-depth about what exactly the project entailed.

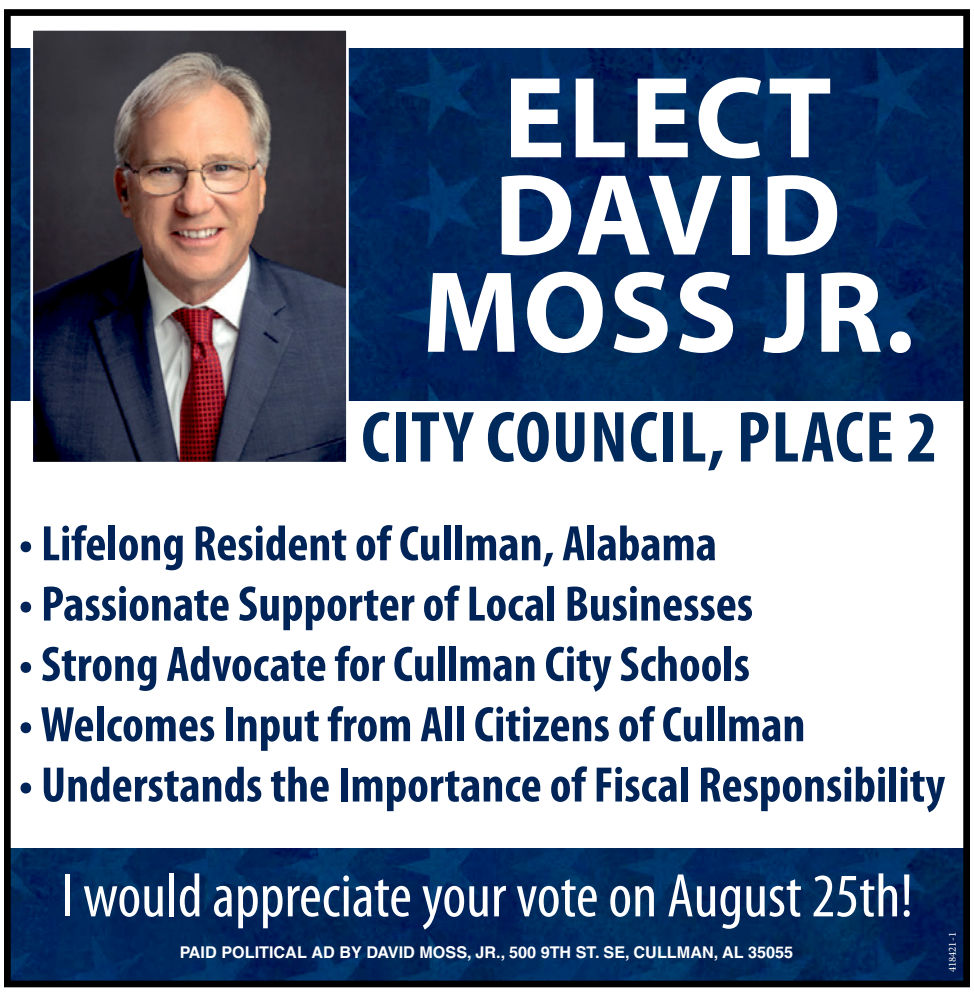
"What we've done is we've taken this library from whatever connection they were using to a true fiber optic connection. It gives a lot more bandwidth and it enables them to be able to do a lot more at the same time without interruption. It also allows more people to be on at one time," he said.

"The project has gone extremely well. Unfortunately, with the pandemic, we had to take a knee for several weeks until we felt like our technicians could be safe being out and working with the libraries. We started back up very slowly and very cautiously after that pause, but we did get started and we hope to wrap up with the last library around September or October."

"There's a lot of people in the community that don't know that there is a network of internet throughout the state of Alabama that goes directly to the libraries and to some of the schools, and that allows free high-speed internet especially in my district, rural Alabama, to be able to compete against urban and business connection," said Gudger. "Through the funding that the state gave - Randall Shedd, myself, Corey Harbison (R-Good Hope) and Scott Stadthagen (R- Hartselle), our local delegation - we were able to help fund the ASA, and through that they are pushing the high-speed internet throughout all of Alabama, especially our region here.

"What we've got here is not just for Cullman city, it goes out to Holly Pond and the Colony and just about every other place that's part of this community. We're proud of that, and I'm proud of being able to take part in it and get the opportunity to serve these people."

Overby said at least one library system in each county in Alabama is connected now, and 176 libraries will be connected once the project is finished.












BUSINESS

# Mazda Toyota Manufacturing to boost Alabama investment by $830M

**Cullman Tribune Staff**
Contributor

**HUNTSVILLE, Ala.** – Governor Kay Ivey on Thursday announced that Mazda Toyota Manufacturing (MTM), the joint venture between automakers Mazda Motor Corp. and Toyota Motor Corp., plans to make an additional $830 million investment to incorporate new cutting-edge manufacturing technologies to its production lines and provide enhanced training to its workforce of up to 4,000 employees.

"Toyota's presence in Alabama continues to build excitement about future opportunities that lie ahead, both for our economy and for the residents of our great state," Ivey said.

"Mazda and Toyota's increased commitment to the development of this manufacturing plant reiterates their belief in the future of manufacturing in America and the potential for the state of Alabama to be an economic leader in the wake of unprecedented economic change."

The additional investment brings the total figure in the state-of-the-art facility in Huntsville to $2.311 billion, up from the $1.6 billion originally announced in 2018.

The investment reaffirms Mazda and Toyota's commitment to produce the highest-quality products at all of their production facilities.

The investment also accommodates production line modifications to enhance manufacturing processes supporting the Mazda vehicle and design changes to the yet-to-be-announced Toyota SUV that will both be produced at the Alabama plant.

The new facility will have the capacity to produce up to 150,000 units of a future Mazda crossover model and up to 150,000 units of the Toyota SUV each year.

MTM continues to plan for up to 4,000 new jobs and has hired approximately 600 employees to date, with plans to resume accepting applications for production positions later in 2020.

"Mazda Toyota Manufacturing is proud to call Alabama home. Through strong support from our state and local partners, we have been able to further incorporate cutting-edge manufacturing technologies, provide world-class training for team members and develop the highest quality production processes," said Mark Brazeal, vice president of administration at MTM.

"As we prepare for the start of production next year, we look forward to developing our future workforce and serving as a hometown company for many years to come."

Full-scale construction of the Alabama plant continues, with 75 to 100% completion on roofing, siding, floor slabs, ductwork, fire protection and electrical.

"This newest investment by our partners at Mazda Toyota Manufacturing shows the company's continued confidence in the ability of our community to provide a strong, skilled workforce to meet the demands for quality and reliability," Huntsville Mayor Tommy Battle said. "We look forward to the day when the first vehicles roll off the line."

"We are excited to learn of this additional investment being made by Mazda Toyota Manufacturing," Limestone County Commission Chairman Colin Daly said.

"We continue to be grateful to MTM for their belief in our community and look forward to our partnership with them for many years to come."

Greg Canfield, secretary of the Alabama Department of Commerce, said MTM's new investment will magnify the economic impact of a project that is poised to transform the North Alabama region.

"With this enhanced investment, Mazda Toyota Manufacturing USA is adding new technology and capabilities to a manufacturing facility that was already designed to be one of the most efficient factories in the automotive industry," Canfield said.

"We're confident that the groundbreaking collaboration between Mazda and Toyota will drive growth not only for the companies but also for North Alabama for generations."

# TVA announces location of proposed transmission line in Cullman County

**Malinda Hunter**
Contributor

**CULLMAN, Ala.** – The Tennessee Valley Authority (TVA) has identified a preferred route for a new transmission line that would provide for growing electrical load and increase power reliability in the Trade area of Cullman County.

TVA is investing approximately $10 million to build 10.5 miles of transmission line to provide power to Cullman Electric Cooperative's upgraded Trade Station located west of the intersection of County Roads 937 and 933. The new line would begin at Cullman EC's existing Bremen 161-kilovolt substation located on Alabama Highway 69 and extend northwest to the upgraded Trade substation.

This preferred route is alternative Route No. 3 proposed at an open house held in January 2020.

The selected route is expected to have the least impact on the area, based on public input from the open house and additional evaluation of other factors, including social, environmental and engineering impacts.

A National Environmental Policy Act review is also pending. A map of the project and additional information are available on the TVA website at www.tva.com/transmissionprojects.

The project will require new right of way. TVA will meet with property owners along the proposed right of way to obtain easements for construction, operation, and maintenance of the line. Property owners would still own the property and be compensated for the easements at fair market value.

TVA is expected to begin surveys in winter-spring 2021 and start acquiring easements in fall 2022.

Construction is scheduled to begin in winter 2022-2023.

CRIME

# Arrests and incidents reported Aug. 14

**Wendy Sack**
wendy@cullmantribune.com

**CULLMAN, Ala.** – Below are the arrests and incidents reported Aug. 14, 2020. All persons are innocent until proven guilty.

**GJ** = grand jury; **FTA** = failure to appear

**CULLMAN COUNTY SHERIFF'S OFFICE**

No incidents or arrests reported.

**CULLMAN POLICE DEPARTMENT**

**INCIDENTS**

**Aug. 13**

• unlawful breaking and entering of a motor vehicle; person; Brook Lane SW; fishing equipment, laptop, wallet & contents

• fourth-degree theft of property; Wal-Mart; Hwy. 157; general merchandise; $91

• unlawful breaking and entering of a motor vehicle; person; Ann St. NW; cash

• fourth-degree theft of property; Tractor Supply Co.; 2nd Ave. SW; batteries; $360

• harassment; person; Dialsdale Drive SW

**Aug. 14**

• unauthorized use of a motor vehicle; person

**ARRESTS**

**Aug. 13**

**Oden, Cary J., 25**

• possession of drug paraphernalia

**Sanders, David E., 31**

• first-degree criminal mischief

**Guthery, Trey B., 26**

• FTA- fourth-degree theft of property

• FTA- third-degree criminal mischief

• FTA- violation of a public health order

**Terry, Kielynn B., 21**

• FTA- fourth-degree theft of property

• FTA- possession of drug paraphernalia

• FTA- fourth-degree receiving stolen property

**Cofield, Caleb C., 35**

• FTA- improper lane usage

• FTA- driving while revoked

• FTA- possession of drug paraphernalia

**Evans, Jessica D., 34**

• disorderly conduct

• second-degree elder abuse and neglect

**HANCEVILLE POLICE DEPARTMENT**

No incidents or arrests reported.

Find arrest reports online Monday-Friday at www.CullmanTribune.com.

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**ANNUALLY BASED RATES**

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# COMMUNITY CALENDAR

*Submit your calendar items or public notices to wendy@cullmantribune.com*

**ATTENTION SENIORS**

• The Cullman County Commission on Aging is distributing food as part of the USDA's Farm to Families program every Wednesday.

• There are no restrictions and no eligibility requirements. This is first come, first served until gone. Please see the schedule below for pick-up in your area. Each location will have a pallet (56 boxes) to give away- one box per household. Trucks arrive approximately between 9-10 a.m.

• Each box will contain 8 pieces of fresh fruit bagged, weighing approximately 4 pounds (such as apples or oranges); 5 pounds of precooked meat, packaged separately (chicken or pork); assorted fresh vegetables, bagged, weighing approximately 4 pounds (such as two potatoes, stalk of celery, two onions and two pounds of carrots); 12 ounces of cheese (such as American cheese); 1 pound of butter; and the equivalent of one half gallon of milk (such as 2 quarts or 8 half pints). All will be packed in a cardboard box measuring approximately 17" x 13-1/2" x 8".

• Some locations have been updated.

• Baileyton Senior Center

•Cold Springs Community Center

• Colony Educational Complex

•Dodge City Senior Center

•Fairview Senior Center

• Hanceville Civic Center

• Holly Pond- Guy Hunt Museum

• Jones Chapel Fire Department

• Vinemont Town Hall

• West Point Town Hall

**NOTICE: Video Inspection of Cullman City Sewer System**

• Aug. 3, 2020, the City of Cullman's contractor, Video Industrial Services, began cleaning and providing video inspection of the sanitary sewer collection system in the southeast area of Cullman. This work should not disrupt sewer service; however, it will involve access to utility easements crossing private property. The contractor's representatives will attempt to notify property owners prior to easement access.

• During cleaning operations, excess air pressure or vacuum will dissipate through service connection plumbing. If plumbing vents are inadequate, customers may notice splashing of water from fixtures. In the event of vacuum pressure, water in fixture traps may be drawn out, resulting in unpleasant odors. To guard against these issues, ensure toilet lids are closed. Run water into each drain to refill fixture traps if odors are noticed.

• See a map of the project area at https://bit.ly/39AWBkP.

**Power of Produce (POP) at Festhalle Cullman**

• Saturdays through October at the Festhalle from 8 a.m.-noon

• Children ages 14 and younger can pick up a recipe and receive POP market money of $4 per person to spend on fresh produce, until we run out!

**Prayer Meetings at Spirt Life Church of GOD**

• Every Tuesday at 10 a.m. at 1650 St. Joseph Dr. NW, Cullman

• Come pray with us for our nation, healing, etc. or come to receive prayer.

**Drive-Thru Food Bank**

• Saturday, Aug. 15, 9-11 a.m. at Spirit Life Church of GOD, 1650 St. Joseph Dr. NW, Cullman

• Bring a form of ID.

**Prayer Rally for West Point Schools**

• Saturday, Aug. 15, 10 a.m. at West Point Family Medical Practice, 4131 County Road 1141, Vinemont, AL 35179

• Students, teachers and employees of West Point Schools are invited to attend a prayer rally to kick off the school year. Due to COVID-19 mandates, the group will be meeting in the parking lot of the West Point Family Medical Practice instead of on school property like the Facebook event page states. Masks are not mandatory, per the organizers, as the event is outside and attendees will be socially distanced.

**Succulent and Perennial Plant Sale**

• Saturday, Aug. 15, from 10:30 a.m.-2 p.m. at the Cullman County Public Library

• All proceeds donated to the Friends of the Public Libraries of Cullman County.

**3rd Annual Wayne Mills Memorial Ride**

• Saturday, Aug. 15, 2 p.m. at Hawg Engineering, 230 U.S. Hwy. 278 W, Cullman, AL 35057

• Live music performances by Billy Don Burns, Bobby Keel Music, Rowdy Johnson, Kara Clark, Joey Allcorn and Jesse Priest Music.

• Don't miss this amazing show! All proceeds go to Wayne's son, Jack.

• Come celebrate the life, music and legacy of our brother Wayne Mills. We will ride approximately 100 miles with a stop at Wayne's gravesite in Arab, Alabama, where we will visit and pay tribute to Wayne.

• Registration starts at 9 a.m.

• Kickstands up at 10:30 a.m.

• $20 per rider and includes:

• Live music from 2 p.m. till midnight at Hawg Engineering with proceeds going to Wayne's son. Jack.

• If you don't attend the ride, there will be a $10 cover at the door. Food & drinks available as well as 50/50 drawing and raffle items.

**LDCC Youth Pond Tournament**

• Saturday, Aug. 15 at 3:30 p.m. at LoneSome Dove Cowboy Church, 200 County Road 1699, Cullman, AL 35058

• 16 & younger - Register at 3:30-4 p.m. (Free entry) - Weigh in at 8 p.m. - Devotion at weigh in. Y'all come out and fellowship. - Prizes given to first and second place.

**Smoked Meat Plates at the Cullman Elks Lodge**

• Sunday, Aug. 16 from noon-6 p.m. at the Elks Lodge, 1525 Brantley Ave. NW, Cullman, AL 35055

• Smoke meat plates $9: Smoked sausage with pineapple and pepper jack cheese, pulled pork with BBQ sauce, seasoned bologna, mac n cheese, oriental coleslaw, homemade banana pudding

• Enjoy for lunch or supper or both. Take-out or dine-in.

**Free Outreach Lunch**

Saturday, Aug. 22 from 11 a.m.-noon in the Five Points area, sponsored by Spirit Life Church of GOD

**BE the Man Conference**

• Spirit Life Church of GOD, 1650 St. Joseph Dr. NW, Cullman

• Friday, Aug. 28 at 7 p.m. Justin Driver

• Saturday, Aug. 29 at 5 p.m. Free dinner; 6 p.m. Steton Hayes

• Sunday, Aug. 30 at 11 a.m. Billy Driver

FUNNY THINGS FROM YESTERDAY

# Problem of remembering our great-grandchildren's names

**Robert N. Tidwell, Sr.**
robertntidwellsr@gmail.com



We are now in the era of great-grandchildren. This can be a very wonderful, pleasant and exciting time. We now have six great-grands, and their ages range from 5 years old down to 16 months.

Emma Grace was our first great-grand and she is a sweetheart. She was Trey and Erin's first child. "E.G.," as her mother sometimes called her, spent a lot of time with Rudene and me.

Since we had only one little one I was able to remember her name and always called her Emma Grace.

Two years later Tyler and Dana had a little boy and named him Crosby James. He was a delight, and when he was old enough we built bridges out of little blocks to pull his toy train under and he loved to wreck his train into the bridges.

He would laugh and I would build him some more bridges.

One year later Trey and Erin brought another little girl into the world and named her Anna Beth. She is now 2 years old and she is already an athlete. She can run and seems to never get tired.

About four months later Tyler and Dana had another little boy to add to our clan. They named him Alder Boone. We welcomed him to our growing family. He is a sweet little fellow and all boy. He is a climber and loves to push telephone buttons.

Not to be outdone, Leanna and Heath added twins to our growing family: Rhett Edmond and Vaughn Harrison. They are active little boys and the videos we receive on our cell phones always bring a smile to our face.

The more they come, the sweeter they get. I don't think we have any more in the pipeline at the present time.

With all these new youngsters, I can't keep up with their names, so I have come up with a system to make it easy for me to remember them.

Emma Grace, I call her Emma Grace because I knew her for two years and had learned her name. Crosby James, I call him C.J. Anna Beth, I call her A.B.1, her mother just calls her A.B. Alder Boone, I call him A.B.2. (no relation to Daniel). Rhett, I call him Rhett because of "Gone With The Wind." I can remember Rhett. Vaughn, I call him Little Harrison because my granddaddy was named Harrison.

We have been blessed with a wonderful family and we enjoy them to the fullest.

BILLY BOB'S STORIES AND STUFF

# Weed eating has come a long way since I was a boy

**Bill King**
Tribune
Contributor



I have a confession to make. I'm a little ticked at Adam. What do you mean, "Adam who?" You know, Adam, the first guy in the Bible. Actually, he was the first guy period. I have spent much of my life fighting weeds and growth I didn't want in my yard, and I figure Adam is to blame. Because Adam and Eve did what God told them not to do, they suffered several consequences. One of those was that God cursed the ground and caused it to bring forth thorns and thistles. (Genesis 3:18) I've wondered if poison ivy, oak, or sumac were among those weeds that sprung up back then. I do know, without any doubt, that my yard has been plagued with an abundance of poison ivy. It seems that I have an annual fight with those leaves of three.

Try as hard as I can to leave them be, they often don't leave me be, and for the next several days their agonizing itch won't leave either!

I believe I could look at it and break out. I can look at a picture of it and start scratching.

I not sure how Adam dealt with those thorns and thistles, or what implements he may have used to get rid of them, but I do know that it was by the sweat of his face. Maybe he had a couple of goats. I am pretty sure he did not have a gas-powered weed eater.

Through the years, I have used various and sundry tools to deal with these unwelcomed floras. When I was a boy we had a good sized vacant lot behind our house that was badly cursed by Adam's plague. My oldest brother bought a couple of pigs and fenced them in back there. Do you know that pigs are excellent clearers of land? They will eat anything and everything. Goats will do the job too. Goats will even eat the top completely off of a convertible car.

I was not old enough to remember this, but I was told they did this to my uncle's car once. I don't think they did it again. They had barbecued goat soon after that incident.

We had a pond in front of our house when I was growing up. I loved to fish there. There is a car wash there now, where the pond used to be, but back then there was only water and weeds...lots of weeds.

There were a few water moccasins too. In order to get down to the banks to fish, without being swallowed alive by a giant snake, I had to clear out the weeds. I did so with a manual, non-electric weed eater. Back then most people called them sling blades.

They will eat weeds, as well as the palms of your hands. I don't own a sling blade now. I don't want one either. I do own a couple of weed eaters. One is a gas-powered weed eater that won't crank.

The other one is an 18-volt battery powered one that doesn't wear out old men like those gas-powered ones will. If I had owned one of those back when, I could have done a lot less weed clearing and a lot more fishing.

I could have even used that thing in Mama's garden to get rid of those cursed weeds!

I do realize that I can't blame all of this on Adam, because I've done the same thing he did. I too have been guilty of doing what God told me not to do. Actually, so have you. We all have. I am thankful that God is a forgiving God. I'm also thankful for weed eaters!

*Bill King can be reached at bkpreach@yahoo.com or 334-745-0588 (office).*

# HISTORY: Files from Yesteryear: 1902, 1936

**From the Files of 1902**

Searcy Johnson is now operating the telegraph office at the depot at night.

Misses Claude Allred and Maude Jones visited in Hanceville this week.

Doctor Carol Henckell and children and Dwight Fuller visited the Magic City on Wednesday.

Hope Ogletree returned to Milam County, Texas, on Wednesday after a visit of several weeks at Joppa.

Judge and Mrs. S.L. Fuller and children, Misses Caroline Schlosser, Gussie Steindorff and Tillie Guengerich and G.A. Hewlett left Thursday for Mobile to attend the annual meeting of the Alabama Press Association.

Claude Sanderson, of Atlanta, Georgia, visited his cousin, Robert Calloway, last Sunday.

Mrs. Gillespie and Miss Annie Bess Gillespie of Hanceville are enjoying a trip to Mobile this week with the Press Association.

The dry weather has made the strawberry crop very small.

Miss Lula Keller and Albert Holmes were married on Sunday.

Various honors were awarded at the close of Mrs. Humphries School on May 20. The school medal was awarded to Miss Minnie Humphrey. Class medals were won by Alma Burnum and Mary Lee. The improvement medal was awarded to Alma Leeth. Reverend W.A. McCain presented the second honor prize to Eula McEntire, Fannie Nix, Lady Bird Henderson, Stella Leeth, Onie Lee and Dayton Roden. Nice books were presented to Fannie McEntire and Claud Griffin.

Parents and friends attended the affair, which was held at the Iron Spring.

Mr. and Mrs. F.M. Patrick and their six children have just recovered from measles.

Mr. and Mrs. E.M. Oden have a new baby boy.

**From the Files of 1936**

Deaths include Mrs. Sarah Reid, of Trimble, Mrs. Ethel Raines, of Cullman, Thurman Buchmann, age, 20, of Cullman (died Tuesday) and Mrs. Florence Foate. Father Fridolin Meyer, OSB member of Benedicite Order for sixty-one years has also passed away.

Glenn Bartee, a county high school student, in 1936 won the Oratorical Contest on James Madison.

Rites were conducted for Willis Dempsey Cofield, age 98, on Monday after a short illness. Interment was at Sulphur Springs in Blount County.

Mr. and Mrs. Paul Matzkus of Cullman, Route Five spent Sunday afternoon with his parents, Mr. and Mrs. Frank Matzkus.

Cecil Tucker and Miss Ethel Sinyard were united in marriage last week at Logan. Best wishes to the happy couple.

Miss Bertie Johse is recovering from an appendix operation. Mr. and Mrs. Clyde Gommon have moved to our community.

Mr. and Mrs. J.A. Martin visited their son, Doyle Martin and wife at Ebenezer on Sunday.

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## POET'S CORNER

### *A Life to Love*

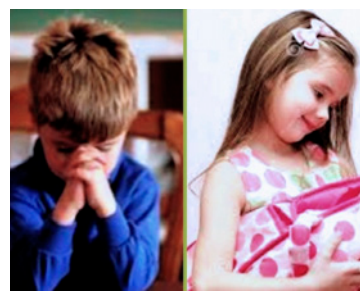
**By: Randy C. Hale**

A little boy says his grace
and looks up to his mothers face,
and in his view all is well
as far as he can see and tell.

A little girl who primps
and prisses,
holds her doll and gives it kisses.

She thinks about her life to be
and all is good that she foresees.

And then comes life for



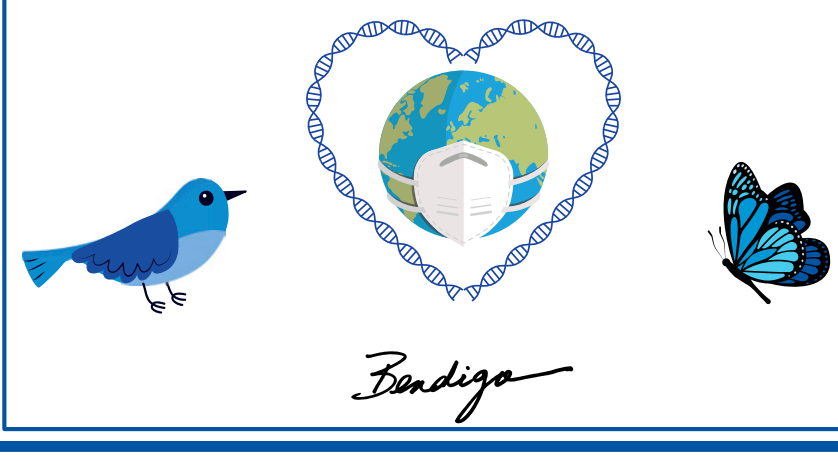
both of them,
and sometimes hard and
sometimes grim.

But hopefully will be their fate
a life to love and not to hate.

## COMIC – CHIRP & FLIT

CHIRP & FLIT -- Friends in These Times

We love the world and the scientists who make it safer.



# Hanceville Bulldogs



*Don Fewell Photography*

After posting a 3-7 record with three wins on the road in 2019, the Hanceville Bulldogs are making the move from Class 3A to 4A this fall and have a new host of challenges to prepare for. With experienced names like Bo Joles, Zach Campbell, Logan Guthery, Karsen Wilbanks and others returning to the field this season, Bulldogs Head Coach Cody McCain feels optimistic about the year his team can have.

McCain says his players have done a good job of rolling with the unorthodox summer and preseason periods but admits they're dealing with some unusual circumstances leading up to the first game.

"It's been an unknown because we're going through things that we've never really experienced before as far as the coaches and the players go. We have all the different requirements we have to do and the safety precautions we're going through but I think the kids have responded really well to what we're doing," McCain said. "Normally that first week of practice is the first week that school starts back so it's kind of your last chance to recruit kids to come out. That kind of leaves an unknown there since we don't start school until the 20th which is also the date of our first game."

The Bulldogs found out after reclassification that they would be ramping up into Class 4A this year and while McCain knows the competition is about to get a little tougher, he and his players are excited to get the ball rolling against whoever they need to play.

"We really haven't talked about it a lot with the kids. We talked about it when we first got that word and basically that speech was that we're moving up, nobody is going to feel sorry for us, nobody is going to take it easy on us because we're a smaller 4A school, we have to go out and play the teams on the schedule. The kids have approached it that way and I don't want to use a cliché and just say we're taking it one game at a time but we've really had our focus on playing Vinemont that first game and then working our way through the schedule," McCain said. "I think obviously at the top of our region with Etowah and Oneonta we have a challenge that's probably a little tougher than what we've seen the past few years but with that, two of the other better teams in our region are Good Hope and Fultondale and those are teams we've been playing the last two years anyway so the kids are familiar with those schools and know what we're getting into with them. I felt like we were much more competitive with both of them last year, so I feel like we'll be ok."

Roster numbers may be a little down for the Bulldogs this season but that doesn't mean they lack experience. Nearly all of this year's projected starters have some varsity game experience under their belts and that will be invaluable for them as they prepare to move into 4A competition.

"There is a positive to having a smaller roster and that is that everyone we have penciled into a starting role right now has a lot of varsity playing experience with the exception of one guy. I think we've got one freshman that will probably end up starting on offense but everybody else has got a lot of game experience," McCain said. "If you look at everyone's roster in 4A they'll probably have somewhere between 40 and 50 players but if you really look at those numbers, those teams are only playing 21 or 22 of those guys on the field. There are a lot of guys on the sidelines and I do feel like we have 18-20 guys that can contribute right away so I don't feel like we're too far behind other people in that regard. Bo (Joles) has starts all the way back to his freshman year, guys like Karson (Wilbanks) and Logan Guthery have started since I've been here so they're going on their third year as starters. Zach (Campbell) got a whole season of playing experience last year, four out of our five linemen are experienced so that it is beneficial."

Returning standouts Bo Joles and Zach Campbell both played a healthy number of snaps under center last season and the goal for McCain this fall is to get them both on the field together.

"We really hope that Bo settles in and our plan is for him to be the quarterback right now and the main reason is number one, he's a senior and number two, our offense can be a lot more versatile if we move Zach around. Our vision for him is to kind of play a Reggie Bush/Christian McCaffrey role for us. We feel like he can play running back, he can play slot receiver, he can take snaps at quarterback, we feel like we can put him in a lot of different areas where he can hopefully take advantage of some mismatches somewhere," McCain said. "Bo is a good athlete and he's a good downhill runner, but I think it would allow us to do more things if he can play quarterback. Zach is our next guy in line and he's a sophomore so he'll have two years after this year and if something were to happen to Bo then I would have 100% confidence in Zach stepping in."

Everyone, especially spring sport athletes, now know all too well that your season can vanish overnight. With that added perspective going into the 2020 season, McCain and his staff are excited for their seniors to get this chance to play and hopefully, finish a season.

"The biggest concern I have is just depth. As the season goes on we can't afford to get anybody hurt and right now you really can't afford to get anyone sick because that's basically an automatic two weeks right now so I think there will be some unique challenges along the way but really this year should be more about, 'How many games can we play and how can we do this for the kids?'," McCain said. "I overheard a couple of our seniors talking and they were saying, 'This is our last year and we just want to play'. We hope that we go 10-0 but if we don't, we just want to play, and I feel for them. Going back to the spring, you had baseball players, softball players, track people, golfers and all of them that lost their senior year because the season got cut off and everybody's always working to develop for that senior year to go out and have a really good senior year so I would really hate for them to not get that opportunity to play it.".

## SCHEDULE

**CLASS 4A, REGION 6**

**Aug. 20** – @ Vinemont
**Sept. 4** – Fultondale*
**Sept. 11** – @ Dora*
**Sept. 18** – Good Hope*
**Sept. 25** – Locust Fork
**Oct. 2** – @ Oneonta*
**Oct. 9** – Etowah*
**Oct. 16** – @ Ashville*
**Oct. 23** – Section
**Oct. 30** – @ Elkmont



## 2019 RECORD

3-7 (1-5)

## 2019 OPPONENTS RECORD

46-60

Averaged 23 points per game, allowed 30 points per game

3-2 record on the road, 0-5 record at home

Defeated Sumiton Christian, J.B. Pennington and Curry on the road last season

Moving from Class 3A to 4A

Cody McCain entering third season as head coach

## DEPARTING SENIORS

Will Akin, Brandon Griggs, Tyson Bellmon

## HANCEVILLE VARSITY CHEERLEADERS

Breanna Ballou - Captain, Janiya Burnett - Co-captain, Mollie Hall, Katie Lee, Nadia Benefield, Alyssa Acklin, Dynasia Simmons, Abby Sharp, Jasmine McDonald, Destiny Warren, Raegan Edwards

## TEAM ROSTER

**#1** Barrett Hardin
**#2** Dylan Twilley
**#3** Zach Campbell
**#4** Tyler Hughes
**#5** Logan Oren
**#6** Keiton Whatley
**#7** Brandon Huckaby
**#8** Logan Guthery
**#10** Brosnan Ward
**#14** Trevor Shadden
**#15** Bo Joles
**#21** Logan Quick
**#23** Karsen Wilbanks
**#24** Preston McDonald
**#28** Connor Pitts
**#30** Colton Buckelew
**#32** Preston McClerren
**#42** Brady Cleek
**#54** L.J. Smith
**#55** Bear Busby
**#56** Gio Bautista
**#58** Caleb Stephens
**#60** LaMandre Williams
**#64** Kelson Moore
**#75** Marvin Gonzalez
**#76** David Bailey
**#77** Noah Dauszka
**#78** Kendrick Johnson



# Vinemont Eagles



*Sullivan Photography*

After coming up just short of a playoff berth last fall, the Vinemont Eagles are preparing to bounce back and make another run at the postseason in 2020. The Eagles are losing a lot of production from last year's squad in Dallin Dinkle, Lucas Miller, Teague Whatley, Jack Hill and several others so there will be plenty of new names and faces to look for on the field this fall.

Eagles Head Coach Stephen Robinson is entering his fourth season at Vinemont and just a couple weeks into fall camp, he already felt good about this year's team and its preparation.

"We feel really good about where we are compared to other years. We've had a really good fall camp and a really good summer," Robinson said. "We had great attendance, we're right around 43 or 44 kids so we've had a really productive time with the boys."

Vinemont, along with every other team in the state, has been working within health and safety guidelines throughout the summer to be able to prepare for the upcoming season. Robinson admits that there have been some unique challenges to deal with this fall but has seen his players adjust on the fly and continue to work hard.

"I don't think it affected our production, its affected our time before and after practice. Just to do all of the cleaning and sanitizing stuff and our guys have been really good about doing whatever we've asked them to do with the masks and cleaning and anything. Everything is rolling along pretty good actually" Robinson said.

"We gave them the stipulations on what they've got to do, and they've jumped right in there to help us out with it and have done a great job of staying apart when possible and everything. The weight room I guess is the biggest obstacle cause when we're outside it's all a little bit easier, but it's been great. We've cut our groups down into smaller sizes and its gone really well."

With guys like Dinkle, Whatley, Hill and others gone from the 2019 team, there are some spots and touches up for grabs on the offensive side of the ball this fall.

"Colby Miller is going to be somebody that we're looking for some production out of and Brodie Curvin is going to try to fill that role at tailback that Dallin left.

"We've got some other positions that are unknown still, but we've got a lot of guys competing for them to replace a guy like Teague. We feel good about what we've got," Robinson said. "We've had a lot of young guys really step up and work hard in the weight room to get to where they can compete with these older guys so that's a good thing. Tanner Brown we think is another one that's going to be able to help us and give us some production this season."

There are some big shoes to fill at the skill positions on offense but up front, Vinemont is returning a lot of experience from last season.

"Everything is definitely easier when you've got those guys coming back off the offensive line. Everybody we've got that is either a starter or is competing for a spot on the O line played significant amounts of time last year," Robinson said.

"So, we'll probably have four seniors on the O line and its possible we could have five. So, it's definitely easier to fill out those skill positions when you've got most of the O line guys coming back and being solid players."

The Eagles were just barely on the outside looking in when the playoffs began last fall and their goal is to change that this time around. Vinemont held the halftime lead regularly in 2019 but couldn't find a way to finish and secure the win. Finishing is the biggest step forward that Robinson wants to see the Eagles take this season.

"We feel like that's the next step for us. We were right there last year, sitting at number two in the region and had some injuries and things happen that didn't bounce our way and that's on us.

"We didn't finish the season like we wanted to so that's our next thing is to finish; finish games, finish drives, finish the season and to put ourselves in postseason play because we feel like that's where we can be, especially with this year's team," Robinson said. "It's the most experienced group we've had since I've been here, so we feel like that's the next step and we've talked about it with the guys and they want to make it happen."

The Vinemont Eagles will kick off the 2020 season at home against Hanceville Thursday night.


SULLIVAN PHOTOGRAPHY & Travel

256-796-7146 Tuesday-Friday 10:00 a.m.– 5:00 p.m.

7860 Al. Hwy 67, Joppa, AL 35087

www.sullivanphotography.com


## SCHEDULE

**CLASS 3A, REGION 6**

**Aug. 20:** Hanceville

**Aug. 28:** @ Fairview

**Sept. 4:** @ J.B. Pennington*

**Sept. 11:** Carbon Hill*

**Sept. 18:** @ Tarrant*

**Oct. 2:** Winfield*

**Oct. 9:** Susan Moore*

**Oct. 16:** Oakman

**Oct. 23:** @ Holly Pond*

**Oct. 29:** @ Cold Springs



## 2019 RECORD

3-7 (2-4)

## 2019 OPPONENTS RECORD

56-53

Averaged 21.3 points per game, allowed 29 points per game

2-4 record on the road, 1-3 record at home

Defeated Locust Fork last season 42-35 on last-second touchdown pass from Colby Miller to Lucas Miller

Stephen Robinson entering fourth season as head coach

## DEPARTING SENIORS

Dallin Dinkle, Jack Hill, Lucas Miller, Andrew Thomason, Dalton Whitehead, Teague Whatley, Clayton Rogers, Bryce Perkins, Jake Griggs, Tyler Brown, Eli Chambers, Dakota McGraw

## VINEMONT VARSITY CHEERLEADERS

Emily Cheatwood - Captain, Madelyn Oden - Co-captain, Elyssa Mead - Ellie Eagle, Madison Watson - Elton Eagle, IdaLee Greer, Macie Dyer, Berkley Gable, Mabry Thompson and Ashton Kelley, Alexis Holmes, Brylie Teichmiller, Savannah Mann and Callie Millwood

## TEAM ROSTER

**#1** Colby Miller
**#2** Jarrett Friedrich
**#3** Kix Johnson
**#4** Toby Quick
**#5** Isaac Moody
**#6** Ayden Thomason
**#7** Brodie Spear
**#8** Tanner Brown
**#9** Jules Baker
**#10** Carson Greer
**#11** Gabe Friedrich
**#14** Brodie Curvin
**#16** Ezekiel Olinger
**#17** Marcus Callingwood
**#18** Kyser Campbell
**#20** Andres Garcia
**#22** Justin Marotz
**#23** Ryan Stewart
**#24** Preston Williams
**#25** Dylan Crider
**#32** Dawson Wilhite
**#40** Kylan Richards
**#42** Nacho Salgado
**#44** Yair Jiminez
**#45** Jose Perales
**#50** Toby Hill
**#51** Luke Gay
**#52** Braden Boner
**#55** Dalton Thomason
**#56** Keith Slaton
**#57** Alex Salazar
**#60** Tai Shurtleff
**#61** Tyler Mayfield
**#62** Rigo Martinez
**#63** Ethan Martin
**#68** JP Johnson
**#71** Symon Joiner
**#72** Chayce Sandlin
**#74** Isiah Young
**#75** Matthew Barnes
**#76** Jed Wilson
**#77** Caleb Butler
**#81** Connor Gibbs



# Reports (from Front)

**W.C. Mann**
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**CULLMAN, Ala.** – In keeping with its commitment to promoting transparency in government, The Tribune took a look at campaign finance records submitted by municipal candidates in the current election cycle, along with the county's party-affiliated political action committees. The candidates' reports indicate who has given them money and how they are spending those funds. The reports represent a mix of weekly reports from late July to early August and monthly reports for July, and according to the Cullman County Probate Office, are all of the reports currently available for this election cycle.

"Waiver" in the list below means that the candidate filed a waiver indicating that, during the specified time period, less than $1,000 was raised or spent by the campaign.

According to the Probate Office, candidates who qualify for waivers do not have to file reports or, necessarily, even file waiver forms. For that reason, several candidates from around the county do not appear in the following list.

The entries also list the number of "likes" and followers each candidate's campaign page had on Facebook (FB) at the time of writing.

## CULLMAN MAYOR

### WOODY JACOBS
2,346 likes, 2,382 followers

**Aug. 2-8 - $6,900 contributions, $1,400.96 expenditures, $6,871.45 balance**
- Contributions a loan from the candidate to the campaign, and non-itemized contributions
- Payments to Community Shopper's Guide, C & C Graphics

**July monthly - $3,250 contributions plus $10,000 "receipts from other sources," $14,249.30 expenditures, $1,372.41 balance**
- Contributions from Action Concrete (Toney, AL), TTL Inc. (Tuscaloosa-based engineering firm), Glenda Williams
- "Receipts from other sources" a loan from Jacobs to the campaign
- Payments to The Community Shopper's Guide, C & C Graphics, Quality Outdoor Advertising, Megga Group, The Cullman Tribune

### MARK BUSSMAN
1,023 likes, 1,048 followers

**Aug. 2-8 - no contributions, $2,000 expenditures, $6,634.65 balance**
- Payment to Ascend Agency

July monthly - $13,703.61 contributions, $18,525.90 expenditures, $8,364.65 balance
- Contributions from Roy Drinkard (Drinkard Development), Tim Compton (Traditions Bank), Mark Bussman
- Payments to Cullman Shopper's Guide, Pash Communications (Birmingham), Ascend Agency, Modernistic Printers, City of Cullman, The Cullman Tribune, Axiom Strategies (Kansas City, MO-based political marketing agency), C & C Graphics, The Cullman Times, Emily Trahan, Merchants Bank, The Final Touch

## CULLMAN CITY COUNCIL PLACE 1

### ANDY PAGE
358 likes, 359 followers

**Aug. 2-8 - $3,300 contributions, $2,942 expenditures, $3,301.61 balance**
- Contributions from Wootten Investment Group, Ronald and Trena N. Pierce, loan from candidate
- Payments to The Cullman Times, The Cullman Tribune

**July monthly - $550 contributions plus $5,000 "receipts from other sources," $5,871.86 expenditures, $2,943.61 balance**
- Contributions from Lynn Harris, Terry Linton
- "Receipts from other sources" loan from Page and his wife to the campaign
- Payments to C & C Graphics, Creative Design, Yosemite Consulting (New York office of a California-based political marketing firm), Modernistic Printing

### JAMES BRADLEY "BRAD" SMITH
498 likes, 504 followers

**Aug. 2-8 - $750 contributions, $369.09 expenditures, $3,779.79 balance**
- Contributions from Birmingham Fastener (Birmingham, but with a facility in Hanceville), Lonna Yearwood
- Payments to Facebook, Marvin's, Em.D. Design, U.S. Postal Service, Initial Impression

**July 26-Aug. 1 - $3,200 contributions, $6,973.25 expenditures, $3,398.88 balance**
- Contributions from Brannon Maner (Homewood), Tim Compton, Joyce Eidson (Nashville)
- Payments to Marvins, REI Coop 196 (Huntsville sporting goods store), Initial Impression, Em.D Design, Facebook, Megga Group, C & C Graphics

## PLACE 2

### DAVID MOSS
No Facebook campaign page

**Aug. 2-8 - $100 contributions, no expenditures, $1,665.39 balance**
- Contribution from Cherri and William R. Drake

**July monthly - $2,700 contributions plus $1,500 "receipts from other sources," $2,634.61 expenditures, $1,565.39 balance**
- Contributions from Greg Donnelly (Visiting Angels), David Moss, Sr., Wootten Logistics, Josh Canaday
- "Receipts from other sources" loan from Moss to the campaign
- Payments to City of Cullman, Creative Design, Modernistic Printers

### TONY TOWNSON
189 likes, 188 followers

The reports supplied to The Tribune by the Probate Office did not include any for Townson.

## PLACE 3

### JOHN W. "JOHNNY" COOK
1,231 likes, 1,441 followers

**Aug. 2-8 - $600 contributions, $2,123.52 expenditures, $1,036.93 balance**
- Contribution from Dr. Phillip G. Tankersly
- Payments to The Community Shopper's Guide, The Cullman Tribune

**July monthly - $2,800 contributions, $2,301.86 expenditures, $2,560.45 balance**
- Contributions from Ronald Pierce, Wootten Investment Group, Musgrove Farms
- Payments to The Community Shopper's Guide, Cullman Sign and Banner, C & C Graphics

### GWENDOLYN "GWEN" PARKER
568 likes, 574 followers

**Aug. 2-8 - $829 contributions, $2,996.41 expenditures, 2,321.52 balance**
- Contributions from Johnny Harper, Dale Ball, Dan Stevens, Charlotte Eckland, one "Misc. Donor"
- Payments to Creative Design, Ascend Agency, Facebook
- Note: Parker's report indicated that it was for the week of Aug. 9-15 but, as that week was still in progress when The Tribune received her report, the document had to represent the previous week.

**July 26-Aug. 1 - no contributions, $914.36 expenditures, $4,488.93 balance**
- Payments to Facebook, Modernistic Printers, Cullman Sign and Banner, Campaign Victory (Tarpon Springs, FL-based political marketing agency)

**July monthly - $6,121 contributions, $3,241.26 expenditures, $5,403 balance**
- Contributions from Ray Prichard, Don Douthit, Karlie Reeling, Annette Parker, J.L. Willibey, Robert Burns, Ronald Apel, Dr. Tom Barnes, 29 $100 donations from "misc. donor" plus one $1,000 "misc. donor" donation that was later amended to name Roy Drinkard as the source. Note: $100 is the maximum amount that a single recipient can give during an election cycle without having to be identified.
- Payments to Ascend Agency, Creative Design, Superior Screen Printing and Signs, Tractor Supply, Siteground Hosting (Alexandria, VA-based web hosting firm), Standard Outdoor (Austin, TX-based advertising firm), Campaign Victory

## PLACE 4

### Clint Hollingsworth
No Facebook campaign page

**Aug. 2-8 - no contributions, no expenditures, $1,916.18 balance**

**July monthly - $2,400 contributions plus $2,733 "receipts from other sources," $3,216.82 expenditures, $1,916.18 balance**
- Contributions from Ronald Pierce, Chad Witcher, Wootten Investment Group, Mary Jo York
- "Receipts from other sources" loans from Hollingsworth to the campaign
- Payments to C & C Graphics, Creative Design

### STEVE CUMMINGS
283 likes, 284 followers

**Aug. 2-8 - no contributions, no expenditures, $312.00 balance**

**July 26-Aug. 1 - no contributions, no expenditures, $312.02 balance**

**July monthly - no contributions, $224.64 expenditures, $312.02 balance**
- Payments to City of Cullman, Lowe's

## CULLMAN CITY SCHOOL BOARD

## PLACE 2

### CHRIS BRANHAM
86 likes, 86 followers

**Aug. 2-8 - no contributions, no expenditures, $0 balance**

**July 26-Aug. 1 - no contributions, no expenditures, $0 balance**

**July monthly - no contributions, $2,543.16 expenditures, $0 balance**
- Payments to City of Cullman, CSG Printing, Cullman Sign and Banner, Lowe's

### JON NICHOLAS DUMAS
285 likes, 287 followers

**Aug 2-8 - no contributions, no expenditures, $0 balance**

**July 26-Aug. 1 - no contributions, no expenditures, $0 balance**

**July monthly - $3,129.31 contributions, $3,129.31 expenditures, $0 balance**
- Contributions from Roy Drinkard, Henry Dumas, Jason Kelly, Nick Dumas
- Payments to Ascend Agency, Creative Design, Print Place (Arlington, TX)

## PLACE 3

### CHERYL HARRISON
No Facebook campaign page

**Aug. 2-8 - $300 contributions, $173.40 expenditures, $650.03 balance**
- Single contribution labeled "Cash"
- Payment to Community Shopper's Guide

**July 26-Aug. 1 - no contributions, no expenditures, $523.43 balance**

**July monthly - $3,748.99 contributions, $3,225.56 expenditures, $523.43 balance**
- Contributions from Kent Gable, Paul Harrison, "cash" (no name)
- Payments to City of Cullman, Tennessee Valley Sign and Printing, Harbor Freight Tools, Tractor Supply, Vistaprint, My Creative Shop (Fargo, ND)

### STEPHEN SCOTT SESSIONS
764 likes, 776 followers

**Aug. 2-8 - $100 contributions, $240 expenditures, $998 balance**
- Contribution from Shann Parson
- Payment to The Cullman Times

**July 26-Aug. 1 - $200 contributions, no expenditures, $1,138 balance**
- Contribution received from Larry Madison, PC (Hartselle)

**July monthly - no contributions, $838.23 expenditures, $938 balance**
- Payments to City of Cullman, Creative Design

## PLACE 4

### JASON NEAL
No Facebook campaign page

**July 26-Aug. 1 - Waiver; no monthly report filed**

### NATHAN HAYNES
501 likes, 505 followers

The reports supplied to The Tribune by the Probate Office did not include any for Haynes.

## PLACE 5

### AMY CARTER
419 likes, 421 followers

**Aug. 2-8 - no contributions, no expenditures, $475.15 balance**

**July 26-Aug. 1 - no contributions, no expenditures, $474.15 balance**

**July monthly - $300 contributions, $2,480 expenditures, $475.15 balance**
- Contribution sources not listed
- Payment to "Amy Carter for School Board"

### NOTES ON CULLMAN RACES

Local candidates tended to spend much of their money- some spent all- locally for advertising, marketing, signage, banners, etc. Cullman-area businesses like Cullman Sign and Banner, C & C Graphics, CSG Printing, The Community Shopper's Guide and others have been busy. Several candidates, though, were willing to reach out across the country, most often to political marketing specialists.

Donors are generally local, as well, though contributions from individuals have come in to certain candidates from the Birmingham area and as far north as Nashville. In a few cases, the largest donor to a campaign was the candidate himself or herself.

An interesting pattern emerged in the Cullman races: three candidates, one challenger for each of the three offices- Bussman for Mayor, Parker for City Council and Dumas for City School Board- are being funded in part by contributions from Roy Drinkard. The three also market themselves through Ascend Agency, a local marketing firm known for its promotion of the #KeepCullmanGreat 1-cent sales tax requested by the Cullman County Board of Education (CCBOE) after the failure of a previous tax enacted through the Cullman County Commission to support multiple CCBOE projects including the Drinkard-backed "Project X" sports complex.

The Tribune submitted requests to the City of Cullman for information on the status of local businesses providing services to the various campaigns. Note that businesses located outside of Cullman do not have to have Cullman city business licenses unless they deliver products to Cullman addresses in their own vehicles. The following statuses are based on reports from the City of Cullman as of the week of Aug. 14.

### ADVERTISING/MARKETING
- Ascend Agency - not licensed to operate in Cullman. The business has a Cullman P.O. box, and outgoing County Commission Chairman Kenneth Walker, in his campaign finance reporting, listed Ascend's street address as 1637 Townsquare SW in Cullman. Ascend is claimed as a subsidiary of Roberts Communications, LLC, which also claims ownership of Cullman Daily/Cullman Daily News and a part ownership of My Cullman Television. Roberts Communications was also reported by the City of Cullman as an unlicensed business, and Cullman Daily has held a previous license but does not currently. My Cullman Television is licensed.
- The Community Shopper's Guide - licensed
- Megga Group - licensed
- Pash Communications (Birmingham)
- Axiom Strategies (Kansas City, MO)
- Yosemite Consulting (New York office of a California-based firm)
- Campaign Victory (Tarpon Springs, FL)
- Siteground Hosting (Alexandria, VA)
- Standard Outdoor (Austin, TX)

### GRAPHICS, SIGNS, CARDS, SHIRTS, ETC.
- C & C Graphics - not currently licensed (previously licensed but not current)
- Cullman Sign and Banner - licensed
- Quality Outdoor Advertising - licensed
- Modernistic Printers - licensed
- The Final Touch - licensed
- Creative Designs (Hanceville)
- Initial Impression - licensed
- Em.D. Design (EMD Design LLC) - licensed
- Superior Screen Printing and Signs (Hanceville)
- CSG Printing - included in Community Shopper's Guide
- Print Place (Arlington, TX)
- Tennessee Valley Sign and Printing (Scottsboro)
- Vistaprint (Netherlands)
- My Creative Shop (Fargo, ND)

### NEWS MEDIA
- The Cullman Tribune (Humble Roots, LLC) - licensed
- The Cullman Times - licensed

### OTHER
- Emily Trahan - campaign worker, no licensure required
- Merchants Bank - licensed
- Marvins - licensed
- REI Coop 196 (Huntsville)
- Facebook (Menlo Park, CA)
- Tractor Supply - licensed
- Lowe's - licensed
- Harbor Freight Tools - licensed

## BAILEYTON
The Probate Office has no reports for any candidate in Baileyton.

## BERLIN
Berlin has no contested races.

## COLONY
Colony's council seats are uncontested. The Probate Office has no reports for Colony's mayoral candidates.

## DODGE CITY
The Probate Office has no reports for any candidate in Dodge City

## FAIRVIEW
Fairview has no contested races. The Probate Office has no reports for any candidate.

## GARDEN CITY TOWN COUNCIL
Only council seat five is contested.

### OSCAR GOODWIN
No Facebook campaign page

**Aug. 2-8 - Waiver**

**July 26-Aug. 1 - Waiver; no monthly report filed**

### PATSY CHAFIN
No Facebook campaign page

The Probate Office had no finance report for Chafin.

## GOOD HOPE CITY COUNCIL
Only council seat two is contested.

### MAXIE B. JONES
No Facebook campaign page

**Aug. 2-8 - no contributions, no expenditures, $0 balance**

**July 26-Aug. 1 - no contributions, no expenditures, $0 balance**
Eric Phillips - no FB campaign page

**Aug. 2-8 - no contributions, no expenditures, $0 balance**
- Note: Phillips' report indicated that it was for the week of Aug. 9-15 but, as that week was still in progress when The Tribune received her report, the document had to represent the previous week.

**July 26-Aug. 1 - no contributions, no expenditures, $0 balance**

## HANCEVILLE

## MAYOR
Uncontested

### KENNETH NAIL
- Campaign Termination Report - no contributions, no expenditures, $0 balance

## HANCEVILLE CITY COUNCIL

### JOYCE BARNETT
No FB campaign page

**Aug. 2-8 - Waiver**

**July 26-Aug. 1 - no contributions, no expenditures, $0 balance**

**July monthly - Waiver**

## PATTY NAIL DEAN
No Facebook campaign page

**Aug. 2-8 - Waiver**

**July 26-Aug. 1 - no contributions, no expenditures, $0 balance**

### JIMMIE NUSS
No Facebook campaign page

**Aug. 2-8 - Waiver**

**July 26-Aug. 1 - Waiver; no monthly report filed**

### CHARLES WILSON
No Facebook campaign page

**Aug. 2-8 - Waiver**

**July 26-Aug. 1 - Waiver; no monthly report filed**

## HOLLY POND
The Probate Office has no reports for any candidate in Holly Pond.

## SOUTH VINEMONT MAYOR

### RADGINAL "REGGIE" DODSON
No Facebook campaign page

No reports at Probate Office

## SHIRLEY ARNETT
64 likes, 64 followers

**July monthly - Waiver**

## SOUTH VINEMONT TOWN COUNCIL

### JOANN HOWARD OAKLEY
No Facebook campaign page

**Aug. 2-8 - Waiver; no other reports filed**

### SONYA COPELAND
No Facebook campaign page

**July monthly - Waiver**

### JERRY C. SMITH
No Facebook campaign page

**July 26-Aug. 1 - Waiver; no monthly report filed**

### CHRIS THOMPSON
No Facebook campaign page

**July monthly - Waiver**

## WEST POINT TOWN COUNCIL
West Point has no contested races.

### WILLIAM STEVEN LINK

**July 26-Aug. 1 - Waiver; no monthly report filed**

## CAMPAIGN COMMITTEES

## DISSOLVED
Mayor Kenneth Nail of Hanceville, Keith Hardmann of Berlin and J.D. Marcum of South Vinemont dissolved their campaign committees. Hardman and Nail claimed no funds, and Marcum donated funds he had raised to a church.

## COUNTY PARTY POLITICAL ACTION COMMITTEES FINANCIAL REPORTS, 2020

### CULLMAN COUNTY DEMOCRATIC PARTY
- July - $50 contribution from Karen Johnson, no expenditures, $824.41 balance
- March through June - no contributions, no expenditures, constant $774.41 balance
- February - $90 contribution from unknown, $106 expenditure to U.S. Postal Service, $774.41 balance
- January - no contributions, no expenditures, $790.41 balance
- All reports but one submitted on time or early; March report submitted three days late

### CULLMAN COUNTY REPUBLICAN PARTY
- July - no contributions, no expenditures, $54,032.15 balance
- June - $323 contributions from unknown, $2,244.65 expenditures to Alabama Secretary of State (penalties for late reports), Cullman Elks Lodge, C & C Graphics
- May - no contributions, no expenditures, $55,953.80 balance
- April - no contributions, no expenditures, $55,953.80 balance
- March - $285 contributions from unknown, $400 non-itemized expenditures, $55,953.80 balance
- February - $100 contributions from unknown plus $414 "non-itemized receipts from other sources," $518.21 non-itemized expenditures, $56,068.80 balance

**January - $17,223 contributions ($9673 cash, $7550 in-kind), $5,956.45 expenditures, $56,073.01 balance**
- Cash contributions from Brenda Dew, Garry Marchman, "Arnold for Alabama," Mitch Smith Chevrolet, "Byrne for Senate," Thomas Fuller, Scott Stadthagen (campaign account), A-1 Marketing Services, Keno Inc., William Meadows, Parker and Parker PC, Candace Reppond, Kenneth Walker, J.L. Willibey, Curry Wyatt, Martha Drake, Jacqueline Schendel
- In-kind contributions, all in gifts of food, from Cullman Savings Bank, "Gudger for Senate," Apel Steel Corporation, "Robert Aderholt for Congress," James W. Burke, Matt Gentry (campaign account), Mark Persall, Kenneth Phillips, Affordable Automotive Tires and Services, Alex Chaney, Next Home Limitless Realty, Jacqueline Schendel, Phil Sims, Liberty Tax Service
- Payments to Loft 212, Leldon Maxcy, Jacqueline Schendel, Designs by Grace

July's report was submitted on time. All other reports, plus November and December 2019, were late, from one day to over three months. After the first five consecutive late reports, the county party paid two fines totaling $1891.59 to the Secretary of State's Office.

## CULLMAN COUNTY REPUBLICAN WOMEN
This organization does not file monthly or weekly campaign finance reports.

## COUNTY COMMISSION CHAIRMAN CANDIDATES
Information on this already-decided race was included, as it fell within the current election cycle.

### KENNETH WALKER
- July monthly - no contributions, no expenditures, -$4.88 balance
- June monthly (no monthly report filed; total of all weekly reports) - no contributions, no expenditures, -$4.88 balance
- May monthly - no contributions, no expenditures, -$4.88 balance
- April monthly - no contributions, no expenditures, -$4.88 balance
- March monthly - no contributions, no expenditures, -$4.88 balance

February monthly - $2,392.13 contributions, $3,550 expenditures, -$4.88 balance
- Contribution from Bill Floyd, Goodwyn, Mills and Cawood (Montgomery-based architecture firm), Simcoe Wood Products, Bill Smith Buick-GMC
- Expenditure to Ascend Agency, WRJL, The Community Shopper's Guide

January monthly- $700 contributions, no expenditures, $701 balance
- Contributions from Bill Floyd, Bill Smith Buick-GMC

### JEFF CLEMONS
July monthly - » PAGE 19

# Sports

**6:00 a.m. ESPN2 NBA Basketball** (Taped)
**GOLF LPGA Tour Golf** Aberdeen Standard Investments Scottish Open, Third Round. (Live)
**7:00 a.m. FSEE College Basketball** Texas-Rio Grande Valley at Oklahoma.
**7:55 a.m. ESPN Formula 1 Racing** Aramco Spanish Grand Prix, Qualifying. (Same-day Tape)
**8:00 a.m. FS1 MLB Baseball** Los Angeles Dodgers at Los Angeles Angels.
**9:00 a.m. FSEE WNBA Basketball** Atlanta Dream vs Phoenix Mercury.
**10:00 a.m. GOLF Golf** U.S. Amateur Championship, Quarterfinals.
**11:00 a.m. WVTM NHL Hockey** Conference Quarterfinal: Teams TBA. (Live)
**ESPN WNBA Basketball** Washington Mystics vs Las Vegas Aces. (Live)
**FSEE Women's College Basketball** TCU at Oklahoma.
**12:00 p.m. FS1 Horse Racing** Saratoga Live. (Live)
**GOLF PGA Tour Golf** Wyndham Championship, Third Round. (Live)
**1:00 p.m. ESPN WNBA Basketball** Los Angeles Sparks vs Indiana Fever. (Live)
**FSEE Women's College Basketball** Texas at Oklahoma.
**1:30 p.m. WABM2 NBA Preseason Basketball** Teams TBA. (Live)
**2:00 p.m. WVTM IndyCar Racing** Indianapolis 500, Qualifying. (Live)
**WIAT PGA Tour Golf** Wyndham Championship, Third Round. (Live)
**GOLF 2020 Bridgestone Senior Players Championship** Third Round. (Live)
**3:00 p.m. ESPN Boxing** Carl Frampton vs. Vahram Vardanyan. (Live)
**FSEE WNBA Basketball** Atlanta Dream vs Phoenix Mercury.
**4:00 p.m. WVTM Horse Racing** Breeders' Cup Challenge Series. (Live)
**GOLF PGA Korn Ferry Tour Golf** Albertsons Boise Open, Third Round. (Live)
**5:00 p.m. ESPN UFC 252: Miocic vs. Cormier 3 - Prelims** (Live)
**FS1 MLB Baseball** Pittsburgh Pirates at Cincinnati Reds. (Live)
**6:00 p.m. WABM USL Soccer** Birmingham Legion FC at North Carolina FC. (Live)
**WBRC MLB Baseball** Boston Red Sox at New York Yankees. (Live)
**GOLF Golf** U.S. Amateur Championship, Semifinals. (Live)
**7:00 p.m. WVTM NHL Hockey** Conference Quarterfinal: Teams TBA. (Live)
**FSEE College Basketball** Maryland-Eastern Shore at Oklahoma.
**8:00 p.m. SHOW Boxing** David Benavidez vs. Alexis Angulo. (Live)
**9:00 p.m. FS1 Mexico Primera Division Soccer** Monterrey vs Necaxa. (Live)
**10:00 p.m. GOLF PGA Tour Golf** Wyndham Championship, Third Round.
**10:30 p.m. ESPN2 Super Rugby** Crusaders vs Blues. (Live)

## SATURDAY EVENING

MOVIES

AUGUST 15, 2020

| | | 5 PM | 5:30 | 6 PM | 6:30 | 7 PM | 7:30 | 8 PM | 8:30 | 9 PM | 9:30 | 10 PM | 10:30 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| WABM-MyTV | 2 | **Mike & Molly** "Cigar Talk" | **Mike & Molly** | **USL Soccer** Birmingham Legion FC at North Carolina FC. From WakeMed Soccer Park in Cary, N.C. (N) (Live) | | | | **Ring of Honor Wrestling** | | **World's-Weath** | **World's-Weath** | **The Immortals** | **The Short List** |
| WBIQ-PBS | 4 | **This Old House** | **PBS NewsHour Weekend** | **The Lawrence Welk Show** "Those Were the Days" | | **Classic Gospel** Country Roads performs country classics. | | **Alabama Gospel Roots** | | **Keeping Up Appearances** | **As Time Goes By** | **Austin City Limits** Dan Auerbach showcases his solo work. | |
| WVTM-NBC | 5 | **WVTM 13 News at 5p** | **NBC Nightly News - Holt** | **WVTM 13 News at 6p** (N) | **Soledad O'Brien** | **NHL Hockey** Conference Quarterfinal: Teams TBA. (N) (Live) | | | | | | **WVTM 13 News at 10p** | **(:29) Saturday Night Live** |
| WBRC-FOX | 7 | **Judge Judy** | **White House Chess Set** | **MLB Baseball** Boston Red Sox at New York Yankees. From Yankee Stadium in the Bronx, N.Y. (N) (Live) | | | | | | **WBRC FOX6 News at 9pm** | **WBRC FOX6 News** | **WBRC FOX6 News at 10pm** | **Ultimate Tag** |
| WIAT-CBS | 8 | **Paid Program** | **CBS Weekend News** (N) | **CBS42 News 6pm** | **Paid Program** | **NCIS: Los Angeles** The team searches for a stolen painting. | | **SEAL Team** Sonny is trapped in a torpedo tube. | | **48 Hours** (N) | | **CBS42 News 10pm** (N) | **(:35) Jeopardy!** |
| WTTO-CW | 9 | **Modern Family** | **Modern Family** "Kiss and Tell" | **The Big Bang Theory** | **The Big Bang Theory** | **The Goldbergs** | **The Goldbergs** "Double Dare" | **Family Guy** "Fresh Heir" | **Family Guy** | **Two and a Half Men** | **Two and a Half Men** | **The Andy Griffith Show** | **Alabama Upstarts** |
| WPXH-ION | 11 | **Law & Order: Special Victims Unit** "Daydream Believer" | | **Law & Order: Special Victims Unit** "Perverted Justice" | | **Law & Order: Special Victims Unit** "Parents' Nightmare" | | **Law & Order: Special Victims Unit** "Surrendering Noah" | | **Law & Order: Special Victims Unit** "Devil's Dissections" | | **Law & Order: Special Victims Unit** "Criminal Pathology" | |
| WABM2-ABC | 12 | **Paid Program** | **ABC World News** | **ABC 33/40 News at 6PM** | **Wheel of Fortune** | **America's Funniest Home Videos** | | **Shark Tank** Ensuring babies sleep while traveling. | | **The Good Doctor** The city is rocked by an earthquake. | | **ABC 33/40 News at 10PM** | **(:35) America This Week** (N) |
| A&E | 42 | **(4:00) Live Rescue** "Live Rescue -- 02.10.20" | | | | **Live Rescue** "Live Rescue -- 12.16.19" | | | | **(:01) Live Rescue** "Live Rescue -- 03.02.20" | | | |
| AMC | 53 | **(4:00)** ★★★★ **"The Godfather"** (1972, Drama) Marlon Brando, Al Pacino, James Caan. A mafia patriarch tries to hold his empire together. | | | | | | ★★★★ **"The Godfather, Part II"** (1974, Crime Drama) Al Pacino, Robert Duvall, Diane Keaton. Michael Corleone moves his father's crime family to Las Vegas. | | | | | |
| ANPL | 47 | **Pit Bulls and Parolees** Stories about dogs that stole hearts. | | **Pit Bulls and Parolees** Rescuing an aggressive dog. | | **Pit Bulls & Parolees: Tia's Tales** "Married into Rescue" | | **Pit Bulls and Parolees** A retired Marine visits the center. | | **(:01) The Secret Life of the Zoo** "The Birthing Journey" (N) | | **(:01) Pit Bulls and Parolees** "The Toughest Choice" | |
| BET | 55 | **(3:35)** ★★ **"Tyler Perry's Why Did I Get Married?"** (2007, Comedy-Drama) Tyler Perry, Janet Jackson, Jill Scott. | | | | **(6:57)** ★★ **"Tyler Perry's Why Did I Get Married Too?"** (2010, Comedy-Drama) Tyler Perry, Sharon Leal, Janet Jackson. Four couples struggle with the challenges of married life. | | | | | | ★★ **"Meet the Browns"** (2008) Tyler Perry, David Mann. | |
| BRAVO | 58 | **(4:30)** ★★★ **"Harry Potter and the Deathly Hallows: Part 2"** (2011, Fantasy) Daniel Radcliffe, Rupert Grint, Emma Watson. | | | | **(:08)** ★★★ **"Harry Potter and the Deathly Hallows: Part 1"** (2010, Fantasy) Daniel Radcliffe, Rupert Grint, Emma Watson. Harry sets out to destroy the secrets to Voldemort's power. | | | | | | | **"Harry Potter and Deathly"** |
| CMTV | 61 | **(4:15)** ★★★ **"Pure Country"** (1992) George Strait, Lesley Ann Warren. A country singer struggles with the burden of stardom. | | | | ★★★ **"Smokey and the Bandit"** (1977, Comedy) Burt Reynolds, Sally Field, Jackie Gleason. A bootlegger burns rubber to evade a stubborn sheriff. | | | | | ★★ **"Smokey and the Bandit II"** (1980, Comedy) Burt Reynolds, Jackie Gleason, Sally Field. | | |
| CNBC | 35 | **Undercover Boss** Hudson Group CEO Joe DiDomizio. | | **Undercover Boss** Menchie's CEO Amit Kleinberger. | | **Undercover Boss** Gerber Group CEO Scott Gerber. | | **Undercover Boss** CEO Cynthia Galardi-Culpepper. | | **Undercover Boss: Celebrity Edition** "Bethany Mota" | | **Undercover Boss** Lynne Zappone. | |
| CNN | 37 | **CNN Newsroom With Ana Cabrera** (N) | | **The Situation Room With Wolf Blitzer** (N) | | **The Situation Room With Wolf Blitzer** (N) | | **The Situation Room With Wolf Blitzer** (N) | | **CNN Special Report** Donald Trump won the 2016 election. | | **United Shades of America** The state of working America today. | |
| COM | 56 | **South Park** | **South Park** | **South Park** | **South Park** "Sarcastaball" | ★★★ **"Megamind"** (2010) Voices of Will Ferrell. Animated. A supervillain has no purpose after he defeats his nemesis. | | | | **South Park** | **South Park** | **South Park** | **South Park** |
| DISN | 49 | **(4:55) Jessie** | **(:20) Jessie** | **(:10) Big City Greens** | **(:35) Big City Greens** | **Big City Greens** (N) | **(:22) Amphibia** (N) | **(:06) The Owl House** | **(:40) Amphibia** | **(:05) Big City Greens** | **Big City Greens** | **(9:55) Big City Greens** | **(:20) Amphibia** |
| DSC | 43 | **ShaqAttack** Putting predatory sharks to the test. | | **Sharkadelic Summer: Sharkmania** (N) | | **Sharks of Ghost Island** Ghost Island attracts many sharks. (N) | | **Wicked Sharks** The number of sharks around Cape Cod. (N) | | **Sharks Gone Wild 3** Sharks Gone Wild reviews viral videos. | | **I Was Prey: Terrors From the Deep** (N) | |
| E! | 21 | **(3:30)** ★★ **"Home Again"** | ★★ **"Legally Blonde"** (2001, Comedy) Reese Witherspoon. A sorority queen enrolls in Harvard to win back her boyfriend. | | | | **(:45)** ★★ **"Legally Blonde"** (2001, Comedy) Reese Witherspoon, Luke Wilson, Selma Blair. A sorority queen enrolls in Harvard to win back her boyfriend. | | | | | ★★ **"Home Again"** (2017) Reese Witherspoon, Nat Wolff. | |
| ESPN | 29 | **UFC 252: Miocic vs. Cormier 3 - Prelims** From the UFC APEX facility in Las Vegas. (N) (Live) | | | | | | | | **SportsCenter** (N) (Live) | | **SportsCenter** (N) (Live) | |
| ESPN2 | 30 | **To Be Announced** | | | | **E60** | | **E60** | | **E60** | | **E60** | **Super Rugby** |
| FOOD | 45 | **Diners, Drive-Ins and Dives** "The Fieri Family Watch Party" | | **Diners, Drive-Ins and Dives** | **Diners, Drive-Ins and Dives** | **Diners, Drive-Ins and Dives** | **Diners, Drive-Ins and Dives** | **Diners, Drive-Ins and Dives** | **Diners, Drive-Ins and Dives** | **Diners, Drive-Ins and Dives** | **Diners, Drive-Ins and Dives** | **Diners, Drive-Ins and Dives** | **Diners, Drive-Ins and Dives** |
| FREE | 48 | **(4:35)** ★★★ **"Kung Fu Panda 2"** (2011, Children's) Voices of Jack Black, Angelina Jolie. | | | **(:40)** ★★★ **"Despicable Me"** (2010, Children's) Voices of Steve Carell, Jason Segel, Russell Brand. | | | **(:45)** ★★★ **"Despicable Me 2"** (2013) Voices of Steve Carell, Kristen Wiig. Animated. Gru and his new partner hunt the perpetrator of a spectacular heist. | | | | | |
| FS1 | 20 | **MLB Baseball** Pittsburgh Pirates at Cincinnati Reds. From Great American Ball Park in Cincinnati. (N) (Live) | | | | | | **Steelers: A Way to Win** | **Baltimore Ravens: Go For It** | **Mexico Primera División Soccer** Monterrey vs Necaxa. From the BBVA Bancomer Stadium in Monterrey, Mexico. (N) (Live) | | | |
| FSEE | 32 | **Sports Stars of Tomorrow** | **3 Wide Life** | **Breaking Par** | **Breaking Par: All-Stars** | **College Basketball** Maryland-Eastern Shore at Oklahoma. From the Lloyd Noble Center in Norman, Okla. | | | | **Fight Sports: Boxing** | | | |
| FX | 28 | **(4:00)** ★★★ **"The Amazing Spider-Man"** (2012) Andrew Garfield. Peter Parker investigates his parents' disappearance. | | | | ★★★ **"Jumanji: Welcome to the Jungle"** (2017, Adventure) Dwayne Johnson, Kevin Hart, Jack Black. Four teens find adventure as adults inside a video game. | | | | | ★★★ **"Jumanji: Welcome to the Jungle"** (2017, Adventure) Dwayne Johnson, Kevin Hart. | | |
| GOLF | 82 | **PGA Korn Ferry Tour** | | **Golf** U.S. Amateur Championship, Semifinals. From Bandon Dunes Golf Resort in Bandon, Ore. (N) (Live) | | | | | | **Golf Central** (N) (Live) | | **PGA Tour Golf** Wyndham Championship, Third Round. | |
| HALL | 72 | **(4:00) "Love on Harbor Island"** (2020) Morgan Kohan. | | **"The Last Bridesmaid"** (2019) Rachel Boston, Paul Campbell. A single woman watches the last of her girlfriends tie the knot. | | | | **"Wedding Every Weekend"** (2020) Kimberley Sustad. Sparks fly between a man and woman who attend four weddings. | | | | **(:02) "Nature of Love"** (2020) Emilie Ullerup. | |
| HGTV | 46 | **Property Brothers: Forever Home** "Everyone's Welcome" | | **Property Brothers: Forever Home** | | **Vacation House Rules** "Equestrian Escape" (N) | | **(:01) Vacation House Rules** "Executive Escape" | | **(:01) Love It or List It** A couple considers buying a new house. | | **(:01) Love It or List It** April wants updated fixtures. | |
| HIST | 40 | **The UnXplained** Stories of escape that defy explanation. | | **The UnXplained** Many have believed in curses. | | **The UnXplained** Exploring the center of the Earth. | | **The UnXplained** "The Great Impostors" (N) | | **(:03) Unidentified: Inside America's UFO Investigation** (N) | | **(:05) The UnXplained** The five senses. | |
| LIFE | 23 | **"The Twisted Son"** (2019, Suspense) Andrea Roth, Tygh Runyan. A grief-stricken mother bonds with her new tenant. | | | | **"Beware of Mom"** (2020) Crystal Allen, René Ashton. Premiere. A woman tries to save her teenage daughter from a wild mom. | | | | **(:03) "Birthmother's Betrayal"** (2020) Monica Rose Betz. A woman becomes suspicious of her adopted daughter's mother. | | | |
| MSNBC | 36 | **MSNBC Live** (N) (Live) | | **MSNBC Live** (N) (Live) | | **All In With Chris Hayes** | | **The Rachel Maddow Show** | | **The Last Word With Lawrence O'Donnell** | | **The 11th Hour With Brian Williams** | |
| NGC | 22 | **Wicked Tuna: Outer Banks** "Luck on the Water" | | **Wicked Tuna: Outer Banks** "Danger Down South" | | **Wicked Tuna: Outer Banks** All-star captains go head-to-head. | | **Wicked Tuna: Outer Banks** "Stick 'Em" (N) | | **(:03) Gathering Storm** A hurricane is caught on camera. (N) | | **(:03) Gathering Storm** "Gulf Storms" (N) | |
| PARMT | 57 | **(3:05)** ★★★ **"Indiana Jones and the Last Crusade"** | | **(:05)** ★★★★ **"Raiders of the Lost Ark"** (1981, Adventure) Harrison Ford, Karen Allen, Paul Freeman. An archaeologist races Nazis to find a powerful relic. | | | | | **(:35)** ★★★ **"Indiana Jones and the Last Crusade"** (1989) Harrison Ford, Sean Connery. Indy's hunt for his missing father leads to the Holy Grail. | | | | |
| TBS | 25 | **(4:00)** ★★★ **"Wonder Woman"** (2017) Gal Gadot, Chris Pine. Wonder Woman discovers her full powers and true destiny. | | | | **The Big Bang Theory** | **The Big Bang Theory** | **The Big Bang Theory** | **The Big Bang Theory** | **The Big Bang Theory** | **The Big Bang Theory** | **Full Frontal** | **"Central Intelligence"** |
| TCM | 79 | ★★★ **"Executive Suite"** (1954, Drama) William Holden, June Allyson. Four VPs and junior exec jockey for power. | | | | ★★★★ **"An American in Paris"** (1951, Musical) Gene Kelly. A GI stays in Paris to paint and falls in love with a young woman. | | | | **(:15)** ★★★ **"My Name Is Julia Ross"** (1945, Mystery) Nina Foch, Dame May Whitty. | | | ★★ **"Illegal"** (1955) |
| TLC | 24 | **Say Yes to the Dress** | **Say Yes to the Dress** | **Say Yes to the Dress** "She Popped The Thigh At Me" | | **Say Yes to the Dress** Madison is forced to choose sides. (N) | | **Say Yes to the Dress** Kelli lost everything in a flood. | | **My Big Fat American Gypsy Wedding** | | **My Big Fat American Gypsy Wedding** | |
| TNT | 26 | **(4:45)** ★★ **"Tag"** (2018, Comedy) Ed Helms, Jon Hamm. Five competitive friends play a no-holds-barred game of tag. | | | | ★★ **"We're the Millers"** (2013, Comedy) Jennifer Aniston, Jason Sudeikis, Will Poulter. A dealer goes to Mexico with a fake family to score drugs. | | | | | ★★ **"Couples Retreat"** (2009, Comedy) Vince Vaughn, Jason Bateman, Jon Favreau. | | |
| USA | 27 | ★★★ **"Doctor Strange"** (2016, Action) Benedict Cumberbatch, Chiwetel Ejiofor, Rachel McAdams. The Ancient One introduces Dr. Stephen Strange to magic. | | | | | ★★★ **"Avengers: Age of Ultron"** (2015, Action) Robert Downey Jr., Chris Hemsworth, Mark Ruffalo. The Avengers reassemble to battle a technological villain. | | | | | | ★★★ **"Doctor Strange"** |
| WE | 71 | **Criminal Minds** "Sex, Birth, Death" Possible serial killer. | | **Criminal Minds** Team delves into Morgan's past. | | **Criminal Minds** "No Way Out" A prolific serial killer. | | **Criminal Minds** A wealthy couple's murder. | | **Criminal Minds** "Revelations" A serial killer kidnaps Reid. | | **Criminal Minds** Racial motivation may be part of a case. | |
| HBO | 518 | **(4:30)** ★★ **"Aquaman"** (2018, Action) Jason Momoa. Aquaman must save Atlantis from his power-hungry brother. 'PG-13' | | | | ★★★ **"Birds of Prey (and the Fantabulous Emancipation of One Harley Quinn)"** (2020, Action) Margot Robbie. Premiere. 'R' | | | | **(8:50) Perry Mason** Della wants to put Emily on the stand. | | ★★★ **"Joker"** (2019) Joaquin Phoenix, Zazie Beetz. 'R' | |
| MAX | 549 | **(3:25)** ★★★ **"Rush"** (2013) | ★★ **"The Last Exorcism"** (2010, Horror) Patrick Fabian, Ashley Bell, Iris Bahr. 'PG-13' | | | **"Human Capital"** (2019, Drama) Liev Schreiber. The lives of two families collide. 'NR' | | | **(:40)** ★★ **"Death Sentence"** (2007, Suspense) Kevin Bacon. A man sets out for revenge after gang members kill his son. 'R' | | | | ★ **"The Apparition"** |
| SHOW | 578 | **The Chi** Kiesha is trapped in her own nightmare. | | ★★ **"Red"** (2010, Action) Bruce Willis. The CIA targets a team of former agents for assassination. 'PG-13' | | | | **Boxing** David Benavidez vs. Alexis Angulo. David Benavidez (22-0, 19 KOs) vs. Alexis Angulo (26-1, 22 KOs) super middleweights. (N) (Live) | | | | | |
| TMC | 598 | **(4:00) "The Vanishing of Sidney Hall"** (2017) Kyle Chandler. | | **(:15)** ★★★ **"Carrie"** (1976, Horror) Sissy Spacek. A teen with unusual powers seeks revenge on her classmates. 'R' | | | | ★★ **"The Amityville Horror"** (2005, Horror) Ryan Reynolds, Melissa George. Premiere. 'R' | | ★ **"Sorority Row"** (2009) Briana Evigan. A killer stalks a group of sorority sisters. 'R' | | | |

# Movies

**3:05 p.m. PARMT "Indiana Jones and the Last Crusade"** ★★★½ (1989) Harrison Ford. Archaeologist Jones rescues his kidnapped father, and the two race the Nazis to find the Holy Grail.
**3:25 p.m. MAX "Rush"** ★★★ (2013) Chris Hemsworth Charismatic Englishman James Hunt and Austrian perfectionist Niki Lauda burn up the 1970s Formula 1 racing scene and share an intense rivalry on the track.
**4:00 p.m. AMC "The Godfather"** ★★★★ (1972) Marlon Brando. Crime boss Vito Corleone and his sons rule their New York empire with Mafia justice.
**FX "The Amazing Spider-Man"** ★★★ (2012) Andrew Garfield. Peter Parker's quest to solve his parents' disappearance puts him on a collision course with a scientist's deadly alter ego, the Lizard.
**TBS "Wonder Woman"** ★★★ (2017) Gal Gadot. After leaving her all-female island for the first time, Wonder Woman discovers her full powers and true destiny while fighting alongside men in a war to end all wars.
**4:15 p.m. CMTV "Pure Country"** ★★★ (1992) George Strait. An amiable country singer struggles to free himself of the hollow trappings of commercial stardom.
**4:30 p.m. BRAVO "Harry Potter and the Deathly Hallows: Part 2"** ★★★½ (2011) Daniel Radcliffe. As his showdown with Lord Voldemort nears, Harry may have to make the ultimate sacrifice.
**4:35 p.m. FREE "Kung Fu Panda 2"** ★★★ (2011) Voices of Jack Black. Animated. Po must unlock secrets of his past in order to defeat a formidable villain who plans to wipe out kung fu and conquer China.
**5:00 p.m. TCM "Executive Suite"** ★★★ (1954) William Holden. Four VPs and a junior executive jockey for power in a company run by the founder's daughter.
**USA "Doctor Strange"** ★★★ (2016) Benedict Cumberbatch. After a terrible accident, Dr. Stephen Strange loses his ability to operate but finds new purpose when a mystical being known as the Ancient One reveals that Dr. Strange is the newly designated Sorcerer Supreme.
**6:05 p.m. PARMT "Raiders of the Lost Ark"** ★★★★ (1981) Harrison Ford. Globe-trotting archaeologist Indiana Jones races the Nazis for possession of a legendary religious artifact.
**6:15 p.m. TMC "Carrie"** ★★★½ (1976) Sissy Spacek A social misfit with psychic powers wreaks havoc at her prom to get even with pranksters.
**6:40 p.m. FREE "Despicable Me"** ★★★ (2010) Voices of Steve Carell. Animated. As he tries to execute a fiendish plot to steal the moon, a supervillain meets his match in three little orphan girls who want to make him their dad.
**7:00 p.m. CMTV "Smokey and the Bandit"** ★★★ (1977) Burt Reynolds. Sheriff Buford T. Justice chases a trucker, his buddy, a runaway bride and 400 cases of beer.
**COM "Megamind"** ★★★ (2010) Voices of Will Ferrell. Animated. An evil genius must create a powerful new opponent after defeating his heroic nemesis leaves him without purpose.
**FX "Jumanji: Welcome to the Jungle"** ★★★ (2017) Dwayne Johnson. Four teens embark on the adventure of a lifetime when a video game magically transports them to the jungle and transforms them into adults.
**TCM "An American in Paris"** ★★★★ (1951) Gene Kelly. An American soldier stays in Paris after World War II to paint and falls in love with a French beauty.
**HBO "Birds of Prey (and the Fantabulous Emancipation of One Harley Quinn)"** ★★★ (2020) Margot Robbie (Premiere) Harley Quinn faces the wrath of narcissistic crime boss Black Mask and every other thug in Gotham. But things soon even out for Harley when she becomes unexpected allies with three deadly women — Huntress, Black Canary and Renee Montoya.
**7:08 p.m. BRAVO "Harry Potter and the Deathly Hallows: Part 1"** ★★★ (2010) Daniel Radcliffe. Harry, Ron and Hermione leave Hogwarts behind on a mission to destroy the Horcruxes, the secrets to Voldemort's power and immortality.
**7:30 p.m. USA "Avengers: Age of Ultron"** ★★★ (2015) Robert Downey Jr.. When Tony Stark's jumpstart of a dormant peacekeeping program goes awry, the Avengers must reassemble to battle a terrifying technological villain hell-bent on human extinction.
**8:00 p.m. AMC "The Godfather, Part II"** ★★★★ (1974) Al Pacino. Michael Corleone rules his father's criminal empire, while flashbacks recall young Vito's climb to power.
**8:35 p.m. PARMT "Indiana Jones and the Last Crusade"** ★★★½ (1989) Harrison Ford. Archaeologist Jones rescues his kidnapped father, and the two race the Nazis to find the Holy Grail.
**8:45 p.m. FREE "Despicable Me 2"** ★★★ (2013) Voices of Steve Carell. Animated. Just as Gru settles into his new role as a suburban family man, the ultrasecret Anti-Villain League sends him on a mission to nab the perpetrator of a spectacular heist.
**9:15 p.m. TCM "My Name Is Julia Ross"** ★★★½ (1945) Nina Foch. An English dowager's new secretary is drugged by her son and told she's his wife.
**9:30 p.m. FX "Jumanji: Welcome to the Jungle"** ★★★ (2017) Dwayne Johnson. Four teens embark on the adventure of a lifetime when a video game magically transports them to the jungle and transforms them into adults.
**10:00 p.m. HBO "Joker"** ★★★½ (2019) Joaquin Phoenix Isolated, bullied and disregarded by society, failed comedian Arthur Fleck begins a slow descent into madness as he transforms into the criminal mastermind known as the Joker.
**10:18 p.m. BRAVO "Harry Potter and the Deathly Hallows: Part 2"** ★★★½ (2011) Daniel Radcliffe. As his showdown with Lord Voldemort nears, Harry may have to make the ultimate sacrifice.
**10:30 p.m. USA "Doctor Strange"** ★★★ (2016) Benedict Cumberbatch. After a terrible accident, Dr. Stephen Strange loses his ability to operate but finds new purpose when a mystical being known as the Ancient One reveals that Dr. Strange is the newly designated Sorcerer Supreme.
**10:55 p.m. FREE "Puss in Boots"** ★★★ (2011) Voices of Antonio Banderas. Animated. The notorious cat has the adventure of nine lifetimes when he joins forces with Humpty Dumpty and Kitty Softpaws to steal the goose that lays the golden eggs.

# Reports (from Front)

**$4,144.36 , $1,544.36 expenditures, $3,126.12 balance**
• Contributions from Deborah Gillis, Champ Crocker
• Payments to The Cullman Tribune, Buffalo Wild Wings, Cullman High School Cheer, Alabama Secretary of State (penalties for violation of the Fair Campaign Practices Act: two weekly reports filed late), Facebook

**June monthly - $4,799 contributions, $5,316.38 expenditures**
• Contributions from Curtis Merriman, Austin Hinds Motors, Shannon Dyar, Bradley Williams, Eckenrod Ford, John Spradlin
• Payments to Facebook, The Community Shopper's Guide, C & C Graphics, WKUL

**May monthly - $1,261.25 contributions, $20 expenditures, $4,864.30 balance**
• Contributions from Eckenrod Ford
• Payment to Facebook

**April monthly - $1,170 contributions, $8.05 expenditure, $4,884.30 balance**
• Contribution from Eckenrod Ford
• Payment to Facebook

**March monthly - $5,173 contributions, $1,483.02 expenditures, $4,892.35 balance**
• Contributions from Gina Howell, Bradley Williams, Brett Crider, Jack's Western Wear, Charles Smith, Eckenrod Ford
• Payments to The Community Shopper's Guide, Cullman Today, My Cullman Television, Cullman Sign and Banner, Facebook

**February monthly (no monthly report filed, combining all weekly reports) - $3,219.35 contributions, $10,193.72 expenditures, $2,475.37 balance**
• Contributions from Justin Pruett, Eckenrod Ford
• Payments to The Community Shopper's Guide, U.S. Postal Service, WKUL

**January monthly - $7,371.75 contributions, $3,512.24 expenditures, $12,419.09 balance**
• Contributions from Elaine Earwood, David Black, James Eidson Jr., Speegle Contracting Co., Blue & Gray Drugs, Amy Jowers, Bill Rumage, Jr., Bill Smith Buick-GMC, Frank Brown Jr., Scott's Excavating and Hauling, Pat Dyar, Jeff King, Eckenrod Ford
• Payments to The Community Shopper's Guide, WKUL, C & C Graphics

**Who's getting social media "likes?"**
Some of the most contentious races in the county are taking place in the city of Cullman. On social media, some folks like posts and follow both candidates in a given race, just to keep up with both sides are saying. Others show their preferences clearly by following/liking one candidate exclusively or almost exclusively. The Tribune looked for prominent local personalities who have been showing their support through clicks on one candidate's Facebook posts to the general or complete exclusion of the opponent.

This informal and non-exhaustive survey, conducted over the last few weeks, showed:

**Mayor Woody Jacobs'** posts are often liked by City Clerk Wes Moore, Cullman County Commission on Aging Director Dusty Baker, developer and Rock the South founder Shane Quick, City Engineer Erica York, former County Engineer John Lang, CPRST Therapeutic Recreation Director Kelly Pulliam, former Cullman High School Principal Elton Bouldin and former Cullman High School Coach Bill Griffin.

**Mark Bussman's** posts are often liked by Drinkard Development's Jason Grimmett, former Chamber of Commerce Director Leah Bolin (who is reported to be Bussman's social media coordinator) and Cullman County Board of Education Special Projects Coordinator T.J. Franey. The three worked together in 2019 as promoters of the Cullman County Board of Education's "Project X." Bussman also enjoys social media support from County Library Director Sharon Townson, former United Way of Cullman County Director Sammie Danford and Cullman High School Principal Kim Hall.

**Report irregularities: failure to report donor/expenditure recipient addresses, misplaced information, numbers not adding up, etc.**
*Note: The Campaign Finance Report form includes spaces for addresses on both donor and expenditure recipient pages, and states on both pages, "Address should include street or P.O. box, city, state, and zip."*

*Most errors that a candidate or campaign committee make are simple mistakes such as placement of information in the wrong space on a form, and do not necessarily indicate any intent to do something improper.*

**GWEN PARKER**
Dated reports based on the week in which they were turned in, instead of the week they covered.
• Aug. 2-8 - reported donor addresses, did not report recipient addresses
• July 26-Aug. 1 - no donors listed, did not report recipient addresses
• July monthly - one donor address not reported, did not report recipient addresses

**CHRIS BRANHAM**
• July monthly - listed expenditures under "receipts from other sources," did not report recipient addresses

**JEFF CLEMONS**
• June weekly reports - two reports filed late

**CHERYL HARRISON**
• Aug. 2-8 - listed non-itemized cash contribution total as an item on itemized contribution form
• July monthly - did not report address of one donor, listed non-itemized cash contribution total as an item on itemized contribution form

# Dodge City (from Front)

**Maggie Darnell**
maggie@cullmantribune.com

**DODGE CITY, Ala.** – The Dodge City Town Council voted Thursday evening to renew its township deputy agreement with the Cullman County Sheriff's Office (CCSO) in the amount of $37,564.80. Deputy David Pitts is assigned to Dodge City. The new contract begins the first of September and is valid for one year.

In other business, Mayor Tawana Canada issued three certificates of election for council members who are unopposed in the Aug. 25, 2020 Municipal Election: Jason Burney, Murray Lowe and Anthony Todd.

In other business, the council passed a resolution on its annual transportation plan based on anticipated funding from the Rebuild Alabama Act fuel tax.

The Rebuild Alabama Act requires that each municipality adopt an annual transportation plan no later than Aug. 31, and provide a detailed list of projects for which expenditures are intended to be made in the next fiscal year, based upon an estimate of the revenues anticipated from the fund.

These funds can only be used only for maintenance, improvement, replacement, and construction of roads and bridges maintained by the municipality.

Said Canada, "This resolution pledges the Town will keep the money separate and spend it on these roads. (Town Clerk) Vicki (Ogletree) has not received how much we're getting yet this year, so (County Roads) 205, 235 and Campbell Drive are our worst roads, so we should put the money to those, not necessarily in that order. We will chip seal the roads, not pave."

The council voted to renew the Town's contract with Air Evac Lifeteam for $3,995 per month.

Next year's budget was discussed, but the council tabled that item until September.

Ogletree said a list of the town's registered voters will be posted at Dodge City Town Hall by next Thursday, Aug. 20, 2020.

A special meeting was set for Sept. 1, 2020 at noon to certify the results of the Municipal Election.

The Dodge City Town Council meets the second Thursday of the month. The next regularly scheduled council meeting will be Sept. 10, 2020.
















## Obituary Announcements: Aug. 15

**Robert Talmadge Harris** of Cullman passed away Aug. 12, 2020 at the age of 96. He was born Feb. 24, 1924 in Welti to Vesta Pope and Alpha Sophronia Goodson Harris. On Dec. 7, 1946, Robert married the love of his life, Frances Scruggs Harris. He is preceded in death by his wife; parents Daddy Ves and Mama Harris; sisters Eleanor (WT) Bonner and Mildred (Leonard) Bonner; brother Raymond (Helen) Harris; grandson Janzen Easterwood; and son-in-law Keith Easterwood. Robert is survived by his daughters Janie Easterwood and Robin (Marty) Boyles; sons Gary (Linda) Harris and Jeff (Cindy) Harris; sisters Earline "Polly" (Charles) Armstrong, Ruth Duke and Sue Bice; nine grandchildren; and 10 great-grandchildren. Robert's faith-filled life, humble spirit and love for family leaves a legacy for our Family of Faith! The family received friends Friday, Aug. 14, 2020 from 6-8 p.m. at Northside Baptist Church. The celebration of Mr. Harris' life will be Saturday, Aug. 15, 2020 at 2 p.m. at Northside Baptist Church. He will lie in state at the church for one hour prior to the service. Burial will follow the service in Welti Cumberland Presbyterian Cemetery. Donations may be made to Northside Baptist Church music program. Please visit www.mossservicefh.com to leave condolences for the family. Moss Service Funeral Home directing.

**Jackie Malone Camp**, 68, of Vinemont, Alabama passed away Wednesday, Aug. 12, 2020 at Cullman Regional Medical Center. Bro. Jackie was a loving husband, Daddy and Papi. He loved spending time with his kids and grandkids. He accepted his call to preach in 1976 and began pastoring in 1977 at Oak Grove First Congregational Methodist Church and later began pastoring Liberty First Congregational Methodist Church. He was involved with the FCM Church Conference and served in several leadership roles including Secretary, Vice President, and President. For over 50 years, Jackie worked as a wholesale grocery sales representative for Worth Ratliff Grocery and WL Petrey. In his spare time, he enjoyed mowing the lawn, swimming with his grandkids, and grilling out. He was preceded in death by parents Cooper Clarence and Wonnie Lene Moon Camp; father and mother-in-law Barney "Junior" and Pauline Smith; and brother-in-law Dale Smith. Survivors include his wife Connie Smith Camp; daughters Stephanie (Justin) Burden and Rebecca (Sam) Gregory; grandchildren Bradley Burden, Kyle Burden, Brylee Gregory and Ava Gregory; sisters Diane (James) Makemson, Denice (George) Banister and Bettina (Marty) Green; brother Larry (Rita) Camp; sisters-in-law Melissa (Johnny) Smith and Denise Smith; brother-in-law Mike (Sandra) Smith; and a host of nieces, nephews, great-nieces, great-nephews, and friends. The family received friends at the funeral home Friday, Aug. 14, 2020 from 6-8 p.m. The Celebration of Life Funeral Service will be in the chapel of Moss Service Funeral Home at 2 pm. Saturday, Aug. 15, 2020. Burial will be in Flint Creek Cemetery. Moss Service Funeral Home directing. In accordance with Alabama regulations and in respect for the family, all visitors are asked to wear a face covering and exercise social distancing. Condolences and special memories may be shared with the family at www.mossservicefh.com.

**James Larry Martin** was born Oct. 5, 1938 and passed away Aug. 14, 2020 and is under the care of Moss Service Funeral Home.

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