

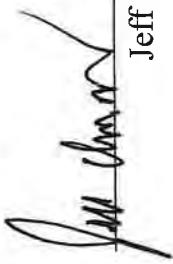
CONGRATULATIONS ON YOUR RETIREMENT

Judy Bradford

May the blessings of good health, the joy of good friends, a loving family and the contentment of a job well done fill your life with happiness!

Best wishes from all your colleagues and friends at

CULLMAN COUNTY COMMISSION



Jeff Clemons, Chairman



Garry Marotman, Associate Commissioner – Place 1



Corey Freeman, Associate Commissioner – Place 3



Harry Marotman, Associate Commissioner – Place 2



Kelly Duke, Associate Commissioner – Place 4

June 2015 – November 2025

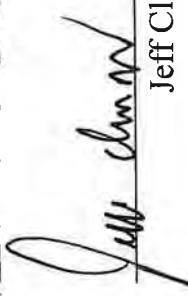
CONGRATULATIONS ON YOUR RETIREMENT

Joyce Echols

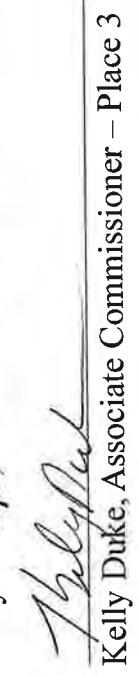
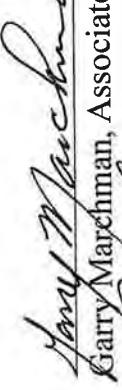
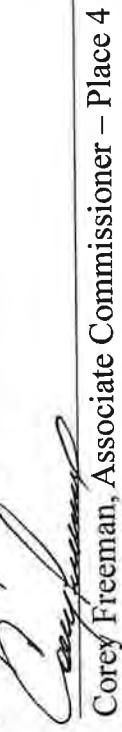
May the blessings of good health, the joy of good friends, a loving family and the contentment of a job well done fill your life with happiness!

Best wishes from all your colleagues and friends at

CULLMAN COUNTY COMMISSION



Jeff Clemons, Chairman


Kerry Watson, Associate Commissioner – Place 1
Kelly Duke, Associate Commissioner – Place 3
Garry Marchman, Associate Commissioner – Place 2
Corey Freeman, Associate Commissioner – Place 4

September 1988 – November 2025

CONGRATULATIONS ON YOUR RETIREMENT

James Rollo

May the blessings of good health, the joy of good friends, a loving family and the contentment of a job well done fill your life with happiness!

Best wishes from all your colleagues and friends at

CULLMAN COUNTY COMMISSION



Jeff Clemons, Chairman



Kerry Watson, Associate Commissioner – Place 1



Kelly Duke, Associate Commissioner – Place 3



Gary Maychinch, Associate Commissioner – Place 2



Corey Freeman, Associate Commissioner – Place 4

April 2000 – November 2025

CONGRATULATIONS ON YOUR RETIREMENT

Lydia Smith

May the blessings of good health, the joy of good friends, a loving family and the contentment of a job well done fill your life with happiness!

Best wishes from all your colleagues and friends at

CULLMAN COUNTY COMMISSION



Jeff Clemons, Chairman



Kerry Watson, Associate Commissioner – Place 1



Kelly Duke, Associate Commissioner – Place 3



Garry Marchman, Associate Commissioner – Place 2



Corey Freeman, Associate Commissioner – Place 4

November 2018 – November 2025

RESOLUTION 2026-06
AUTHORIZING PARTICIPATION IN THE ALABAMA INTER-
LOCAL MUTUAL AID AGREEMENT

WHEREAS, Act of Alabama 2025-206 amended the Code of Alabama 1975, §§31-9-9 and §31-9-11 to expand the scope wherein local jurisdictions may provide reciprocal aid and assistance to other public or private agencies in the State of Alabama pursuant to a mutual aid agreement; and

WHEREAS, Act of Alabama 2025-206 grants the authority to the governing body of each local jurisdiction to develop mutual aid agreements with other public and private agencies within this state for mutual aid and assistance to protect the public peace, health, and safety, and to preserve the lives and property of the people of the state, and it further provides that employees of political subdivisions have the same powers and immunities when they act outside of the political subdivision pursuant to a mutual aid agreement; and

WHEREAS, each Entity desiring to participate in the Alabama Inter-Local Mutual Aid Agreement is required to adopt a resolution, signifying its desire to participate and its agreement to the terms and conditions of participation;

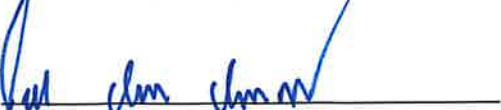
NOW, THEREFORE, BE IT RESOLVED that the Cullman County Commission enters into the Alabama Inter- Local Mutual Aid Agreement with all other participating Entities and agrees to all terms and conditions set out therein.

BE IT FURTHER RESOLVED that the Cullman County Commission designates EMA Director as its representative and administrator, and as such, grants them the authority to carry out all duties as outlined in the Alabama Inter-Local Mutual Aid Agreement.

BE IT FURTHER RESOLVED that the Chairman of the Cullman County Commission is hereby granted authority to execute all documents required for participation in the Alabama Inter-Local Mutual Aid Agreement.

BE IT FURTHER RESOLVED that a copy of this resolution and the executed Alabama Inter-Local Mutual Aid Agreement be immediately forwarded to the Alabama Association of Emergency Managers and the State of Alabama Emergency Management Agency.

IN WITNESS WHEREOF, the Cullman County Commission has caused this Resolution to be executed in its name and on its behalf on this 18th day November 2025.



Chairman Jeff "Clem" Clemons
Cullman County Commission



Attest

ALABAMA INTER-LOCAL MUTUAL AID AGREEMENT Omnibus Agreement

This OMNIBUS AGREEMENT is made and entered into by the undersigned Counties or Municipalities (hereinafter referred to as "County," or "Counties", "Municipality" or Municipalities" or, collectively, "local jurisdictions") to enable them to provide and receive reciprocal aid and assistance to protect the public peace, health, and safety, and to preserve the lives and property of the people of the state.

WHEREAS, Counties and Municipalities have expressed mutual interest in the establishment of an Omnibus Agreement to facilitate and encourage reciprocal aid and assistance among the Counties and Municipalities; and

WHEREAS, a County or Municipality who has executed this Omnibus Agreement may need aid and assistance in the form of equipment, materials and supplies, property, and personnel or other support; and

WHEREAS, each County or Municipality may own and maintain equipment, materials and supplies, and employ trained personnel for a variety of public services and is willing, under certain conditions, to lend its equipment, materials and supplies, and personnel to other Counties and/or Municipalities; and

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, each undersigned County or Municipality agrees as follows:

Article I – APPLICABILITY

This Omnibus Agreement is available for execution by all Counties and Municipalities in the State of Alabama. Execution of the Omnibus Agreement by a County or Municipality will occur when the County or Municipality signs an identical version of this Omnibus Agreement.

Article II – DEFINITIONS

- A. Aid and Assistance means equipment, materials and supplies, and personnel offered in response to a Disaster too great to be dealt with unassisted, or to protect the public peace, health, and safety, and to preserve the lives and property of the people of the state.
- B. Assistance Costs means the costs associated with providing aid and assistance, and includes costs for equipment, materials, supplies, and personnel. For loaned equipment and personnel, assistance costs are those incurred by the Assisting Entity in providing any asset requested. Further agreements regarding Assistance Costs appear in Articles X, XI and XII, which address loans of equipment, materials and supplies, and personnel, respectively.
- C. Assisting Entity means a County or Municipality that has agreed to deliver aid and assistance to another County or Municipality pursuant to the terms of this Omnibus Agreement.

ALABAMA INTER-LOCAL MUTUAL AID AGREEMENT
Omnibus Agreement

- D. County means a political subdivision and includes all functions or departments of county government that provide aid and assistance including, but not limited to, public safety services.
- E. Emergency Management Director means the person(s) appointed by the County or Municipality to activate or respond to this Agreement on behalf of the County or Municipality.
- F. Emergency Contact Information Form means the form to be submitted by each County or Municipality that lists names, addresses, and 24-hour numbers for the Emergency Management Director or designees. The phone number of a dispatch office or other facility staffed 24 hours-a-day capable of contacting the Emergency Management Director or designee is also required.
- G. Entity means a County or Municipality that has agreed to receive aid and assistance from or deliver aid and assistance to another County or Municipality pursuant to the terms of this Omnibus Agreement.
- H. Event means any disaster too great to be dealt with unassisted, or any occurrence or situation which threatens or otherwise affects the public peace, health, and safety, or the lives and property of the people of the state.
- I. Local Jurisdiction means the governing body of each County or Municipality.
- J. Municipality means a political subdivision and includes all functions or departments of municipal government that provide aid and assistance including, but not limited to, public safety services.
- K. Omnibus Agreement or Agreement means this Inter-Local Mutual Aid Agreement, which includes identical agreements executed in counterparts binding the executing local jurisdictions to its terms and conditions to provide and receive aid and assistance. To be effective, this Omnibus Agreement must be fully executed by the governing body of each Participating Entity.
- L. Requesting Entity means a County or Municipality that has made a request of an Assisting Entity to deliver aid or assistance to another County or Municipality pursuant to the terms of this Agreement.
- M. Termination Date is the date upon which this Omnibus Agreement terminates pursuant to Articles V and XVI, which address terms and termination and modifications, respectively.

Article III – PARTICIPATION

Participation in this Omnibus Agreement is purely voluntary as is the provision of aid and assistance. No County or Municipality will be liable to another County or Municipality or be in breach of or default under this Omnibus Agreement, on account of any delay in or failure to perform any obligation, except

ALABAMA INTER-LOCAL MUTUAL AID AGREEMENT Omnibus Agreement

to make payment as specified in this Omnibus Agreement. However, each County or Municipality that executes this Omnibus Agreement is expected, as applicable, to:

- A. Ensure that every other Entity is provided with the most current Emergency Contact Information Form in a timely manner; and
- B. Participate in scheduled meetings to coordinate operational and administrative issues to the maximum extent possible; and
- C. Participate in exercises intended to test and evaluate the operational and administrative procedures developed to implement this Omnibus Agreement.

Article IV – ROLES OF EMERGENCY MANAGEMENT DIRECTORS

- A. Each Entity agrees that its Emergency Management Director or designee will serve as its representative in any meeting to address the administration and implementation of this Omnibus Agreement.
- B. The Emergency Management Directors or designee of each Entity will together:
 1. Identify the Emergency Management Director or designee from one of the participating Entities to serve as the administrator of this Omnibus Agreement.
 2. Meet annually or more often as necessary to review this Omnibus Agreement, develop and maintain procedures for implementation and administration, and evaluate experiences from actual use of this Omnibus Agreement.
 3. Identify industry standard rates pursuant to Article X of this Omnibus Agreement, which addresses loans of equipment.
 4. Develop planning details associated with being an Assisting Entity or Requesting Entity under the terms of this Omnibus Agreement.
- C. The Emergency Management Director or designee of each Entity will, to the extent reasonably possible:
 1. Participate in any meetings convened to address administration and implementation of this Omnibus Agreement.
 2. Ensure appropriate staff are informed of pertinent implementation and coordination decisions and procedures.
 3. Maintain a manual containing a master copy of this Omnibus Agreement (as amended or revised), a list of Entities, and a copy of each Emergency Contact Information Form.

ALABAMA INTER-LOCAL MUTUAL AID AGREEMENT
Omnibus Agreement

4. Provide the Emergency Management Director or designee of the participating Entities selected to serve as the administrator of this Omnibus Agreement with a copy of the Emergency Contact Information Form at the annual meeting of the Emergency Management Directors or whenever information in the form changes.
5. Notify all participating Entities if any local jurisdiction terminates its participation in this Omnibus Agreement.

D. The Emergency Management Director or designee of the Entity selected to serve as the administrator of this Omnibus Agreement will, to the extent reasonably possible:

1. Notify all participating Entities whenever a new local jurisdiction executes the Omnibus Agreement.
2. Provide each participating Entity with a copy of the signature page of each newly executed Omnibus Agreement.
3. Provide each participating Entity with a copy of any new or updated Emergency Contact Information Form submitted.
4. Maintain and distribute checklists and other implementing procedures developed by the Emergency Management Director(s), or designee(s) to assist each participating Entity with the details of being an Assisting Entity or Requesting Entity under the terms of this Omnibus Agreement.
5. Organize and facilitate the annual meetings of the Emergency Management Director(s) or designees.
6. Maintain a record of official documents associated with the development, adoption, implementation, and maintenance of this Omnibus Agreement including signed original agreements, Emergency Contact Information Forms, implementing procedures, and meeting agendas and minutes.
7. It is recommended that local Emergency Management Directors and/or designees of each Entity in the local jurisdictions meet to discuss a plan for the coordination of resources and identify the strengths and weaknesses within their boundaries.

Article V – TERMS AND TERMINATION

- A. This Omnibus Agreement, which is the original agreement, is effective upon approval by the governing body of any local jurisdiction.
- B. A County or Municipality opting to terminate its participation in this Omnibus Agreement will provide notice by electronic mail to the County Emergency Management Director or designee of each participating Entity. Notice of termination becomes effective upon receipt of notice to terminate by the Emergency Management Director or designee. Any Entity

ALABAMA INTER-LOCAL MUTUAL AID AGREEMENT Omnibus Agreement

terminating its participation remains liable for all obligations incurred during its period of participation, until the obligation is satisfied.

Article VI – PAYMENT FOR AID AND ASSISTANCE

- A. A Requesting Entity will receive an invoice from an Assisting Entity for all valid and invoiced costs associated with aid and assistance provided by the Assisting Entity within sixty (60) days after services are provided. The Assisting Entity, in its sole discretion, may elect to forgive repayment upon the written request of the Requesting Entity.
- B. In the event an Assisting Entity provides equipment or materials and supplies, the Assisting Entity will have the option to accept cash or in-kind payment for the equipment or materials and supplies provided.

Article VII – INDEPENDENT CONTRACTOR

- A. Each Assisting Entity will operate as an independent contractor of the Requesting Entity in the provision of any aid and assistance. Employees of the Assisting Entity will, at all times while performing emergency aid and assistance, continue to be employees of the Assisting Entity and will not be deemed employees of the Requesting Entity for any purpose. Wages, hours, and other terms and conditions of employment of the Assisting Entity will remain applicable to all its employees who provide aid and assistance. Each Assisting Entity will be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. A Requesting Entity will not be responsible for paying any wages, benefits, taxes, or other compensation directly to an Assisting Entity's employees. The costs associated with loaned employees are subject to the reimbursement process outlined in Article XII, which addresses loans of personnel.
- B. In no event will an Assisting Entity or its officers, employees, agents, or representatives be authorized (or represent that they are authorized) to make any representation, enter into any agreement, waive any right, or incur any obligation in the name of, on behalf of or as agent for a Requesting Entity under or by virtue of this Omnibus Agreement.

Article VIII – REQUESTS FOR AID AND ASSISTANCE

Requests for aid and assistance will be directed to the designated Emergency Management Director(s) or designee on the Emergency Contact Information Forms provided. The extent to which an Assisting Entity provides any aid and assistance will be at the Assisting Entity's sole discretion. This Omnibus Agreement will remain in effect until or unless it conflicts with federal and/or state laws.

Article IX – GENERAL NATURE OF EMERGENCY AID AND ASSISTANCE

Aid and assistance will be in the form of resources, such as equipment, materials and supplies, and personnel or the direct provision of services. Execution of the Omnibus Agreement will not create any duty to respond on the part of any County or Municipality. A County or Municipality will not be

ALABAMA INTER-LOCAL MUTUAL AID AGREEMENT Omnibus Agreement

held liable for failing to provide aid and assistance. A County or Municipality has the absolute discretion to decline to provide any requested aid and assistance and to withdraw resources it has provided at any time without incurring any liability. Resources are "loaned" with reimbursement and terms of exchange varying with the type of resource as defined in Articles X through XII, which address loans of equipment, loans of materials and supplies, and loans of personnel, respectively.

Article X – LOANS OF EQUIPMENT

At the sole discretion of the Assisting Entity, equipment such as construction equipment, vehicles, tools, pumps, motors, etc., may be made available to a Requesting Entity. The cost to the Requesting Entity for use of equipment will be the Assisting Entity's actual costs or the Assisting Entity's costs based on current equipment rates. If no written rates have been established, the cost to the Requesting Entity will be based on the hourly operating costs set forth in an industry standard publication as selected by the Emergency Management Director(s), or as mutually agreed between the Requesting Entity and the Assisting Entity. For this Omnibus Agreement, equipment use begins at a time mutually agreed to by the Requesting Entity and the Assisting Entity.

Equipment loans are subject to the following conditions:

- A. At the option of the Assisting Entity, equipment may be loaned with an operator. See Article XII, which addresses loans of personnel for terms and conditions applicable to use of loaned personnel.
- B. Each Assisting Entity will endeavor to provide equipment in good working order. All equipment is provided "as is," with no representations or warranties as to its fitness for a particular purpose or its general condition.
- C. Each Requesting Entity will, at its own expense, supply all fuel, lubrication, and necessary maintenance for loaned equipment. The Requesting Entity will take reasonable and proper precautions in the operation, storage, and maintenance of the Assisting Entity's equipment.
- D. Loaned equipment will be returned to the Assisting Entity upon release by the Requesting Entity, or immediately upon the Requesting Entity's receipt of an oral or written request from the Assisting Entity for the return of the equipment. When requested to return equipment to the Assisting Entity, the Requesting Entity will make every effort to return the equipment to the Assisting Entity within 24 hours of the request. In all cases, the Requesting Entity will notify the Assisting Entity when the Assisting Entity's equipment is released.
- E. Assisting Entity's costs related to the transportation, handling, and loading/unloading of equipment will be chargeable to the Requesting Entity. Assisting Entities will provide copies of invoices for such charges when provided by outside sources and will provide hourly accounting of charges for the Assisting Entity's employees who perform such services.

ALABAMA INTER-LOCAL MUTUAL AID AGREEMENT Omnibus Agreement

F. Without prejudice to an Assisting Entity's right to limitation of liability under Article XIV, in the event loaned equipment is lost or damaged while in the custody and/or use of the Requesting Entity, or while being returned by the Requesting Entity to the Assisting Entity, the Requesting Entity will reimburse the Assisting Entity for the reasonable cost of replacing or repairing said equipment. If the damaged equipment cannot be repaired within a time period specified by the Assisting Entity, then the Requesting Entity will reimburse the Assisting Entity for the cost of replacing such equipment with equipment which is of equal condition and capability. Any determinations of what constitutes "equal condition and capability" will be at the discretion of the Assisting Entity. If the Assisting Entity must lease or rent a piece of equipment while its equipment is being repaired or replaced, the Requesting Entity will reimburse the Assisting Entity for such costs. The Requesting Entity will have the right of subrogation for all claims against persons other than parties to this Omnibus Agreement who may be responsible in whole or in part for damage to the equipment. The Requesting Entity will not be liable for damage caused by the sole negligence of the Assisting Entity's operators.

Article XI – LOANS OF MATERIALS AND SUPPLIES

A Requesting Entity will reimburse an Assisting Entity in-kind or at the Assisting Entity's actual replacement cost, plus handling charges, for use of partially consumed or non-returnable materials and supplies, as mutually agreed between the Requesting Entity and Assisting Entity. Other reusable materials and supplies, which are returned (unused) to the Assisting Entity in clean, damage-free, condition, will not be charged to the Requesting Entity and no rental fee will be charged. The Assisting Entity will determine whether items returned are "clean and damage-free" and items will be treated as partially consumed or non-returnable if they are found to be damaged.

Article XII – LOANS OF PERSONNEL

A. An Assisting Entity may, at its option, make its employees available to a Requesting Entity. Employees will be provided, at the Requesting Entity's expense, equal to the Assisting Entity's full costs, including employee salary or hourly wages, call back or overtime costs, benefits, and overhead. For this Omnibus Agreement, employee service begins at a time mutually agreed to by the Requesting Entity and the Assisting Entity. All costs will be consistent with Assisting Entity's personnel contracts, if any, or other conditions of employment. Costs to feed and house loaned employees, if necessary, will be chargeable to and paid by the Requesting Entity. The Requesting Entity is responsible for assuring arrangements are made, as necessary, to provide for the safety, housing, meals, and transportation to and from job sites/housing sites for loaned employees, as necessary.

B. Loaned employees will remain under the administrative control of the Assisting Entity but will be under the operational control of the emergency management authorities of the Requesting Entity. The Assisting Entity will not be liable for cessation or slowdown of work if the Assisting Entity's employees decline or are reluctant to perform any assigned task if said employees judge such task to be unsafe. A request for loaned employees to direct the activities of others during a particular response operation does not relieve the Requesting Entity of any responsibility or create any liability on the part of the Assisting

ALABAMA INTER-LOCAL MUTUAL AID AGREEMENT Omnibus Agreement

Entity for decisions and/or consequences of the response operation. When supervisory employees are loaned, the Assisting Entity may make stipulations on the scope and duties of those employees.

- C. Any valid licenses issued to loaned employees by the Assisting Entity relating to the skills required for the requested work may be recognized by the Requesting Entity during the period of the Event and for purposes related to the Event.
- D. When requested to return employees to the Assisting Entity, the Requesting Entity will make every effort to return the employees to the Assisting Entity immediately upon receipt of the request. The Requesting Entity will notify the Assisting Entity when the Assisting Entity's employees are released.

Article XIII – RECORD KEEPING

Time sheets and/or daily logs showing hours worked, equipment, materials and supplies used or provided by the Assisting Entity will be recorded on a shift-by-shift basis by the Assisting Entity and/or the loaned employee(s) and will be provided to the Requesting Entity during the reimbursement processes. If no employees are loaned, the Assisting Entity will provide shipping records for equipment and materials and supplies, and the Requesting Entity is responsible for any required documentation of use of equipment and materials and supplies for state or federal reimbursement. Under all circumstances, the Requesting Entity remains responsible for ensuring that the amount and quality of all documentation is adequate to enable disaster reimbursement.

Article XIV – LIMITATION OF LIABILITY

- A. RELEASE AND EXCULPATION. Except in cases of willful misconduct or bad faith, the Requesting Entity releases and agrees that the Assisting Entity and its officers, employees, and agents will in no event incur any responsibility or liability to the Requesting Entity in relation to any and all costs, claims, judgments, or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with providing emergency aid and assistance to the Requesting Entity.
- B. LIABILITY FOR PARTICIPATION. This Agreement is not intended to limit or remove any limitations of liability, immunities, protections, or privileges the local jurisdiction (County or Municipality) or any emergency management worker would ordinarily possess.
- C. DELAY/FAILURE TO RESPOND. No Entity will be liable to another participating Entity for or be considered in breach of or default under this Omnibus Agreement on account of any delay in or failure to perform any obligation under this Omnibus Agreement, except to make payment as specified in this Omnibus Agreement.

Article XV – WORKERS' COMPENSATION AND EMPLOYEE CLAIMS

All Assisting Entity employees made available to a Requesting Entity will remain the general employees of the Assisting Entity while engaged in and carrying out duties, functions or activities

ALABAMA INTER-LOCAL MUTUAL AID AGREEMENT Omnibus Agreement

pursuant to this Omnibus Agreement, and each Assisting Entity will remain fully responsible as the employer for all taxes, assessments, fees, premiums, wages, withholdings, workers' compensation, and other direct and indirect compensation, benefits, and related obligations with respect to its employees. Likewise, each Assisting Entity will provide workers' compensation in compliance with statutory requirements of the State of Alabama.

Article XVI – MODIFICATIONS

No provision of this Omnibus Agreement may be modified, altered, or rescinded without two-thirds concurrence of the Entities that are parties to this Agreement. Proposed modifications to this Omnibus Agreement must be made in writing and will not become effective until approved by two-thirds concurrence of the participating Entities. Each Entity must either approve a modification or notify all other participating Entities of its decision not to approve the modification. Approved modifications must be signed by an authorized representative of each participating Entity. The currently approved version of the Omnibus Agreement remains in force if a proposed modification is not ratified by two-thirds of the participating Entities. If a proposed modification is ratified by two-thirds of the participating Entities, the prior version of the agreement is terminated.

Article XVII – NON-EXCLUSIVENESS AND OTHER AGREEMENTS

- A. This Omnibus Agreement is not intended to be exclusive among the participating Entities. Any Entity may enter into separate aid and assistance agreements with any other local jurisdiction. No such separate agreement will terminate any responsibility under this Omnibus Agreement.
- B. Other agreements for aid and assistance between any participating Entities are unaffected by this Omnibus Agreement and remain in effect until separately terminated in accordance with their own terms. When another agreement exists at the time a request for aid and assistance is made, the Assisting Entity and the Requesting Entity should be clear about the agreement under which the request is made and by which the assistance costs will be paid.
- C. Any participating Entity may donate resources to or share resources with any other local jurisdiction outside the terms of this Omnibus Agreement subject to any terms or conditions negotiated by those parties at the time the resources are provided.

Article XVIII – GOVERNMENTAL AUTHORITY

This Omnibus Agreement is subject to the laws, rules, regulations, orders, and other requirements, now or as amended, of all Entities having jurisdiction over any Event covered by this Omnibus Agreement.

Article XIX – NO DEDICATION OF FACILITIES

- A. No undertaking by any Entity to another Entity under any provision of this Omnibus Agreement will constitute a dedication of the facilities or assets of such Entity, or any

ALABAMA INTER-LOCAL MUTUAL AID AGREEMENT Omnibus Agreement

portion thereof, to the public or to the other participating Entity.

B. Nothing in this Omnibus Agreement will be construed to give a participating Entity any right of ownership, possession, use, or control of the facilities or assets of another Entity.

Article XX – NO PARTNERSHIP

This Omnibus Agreement will not be interpreted or construed to create an association, joint venture, or partnership among the participating Entities or to impose any partnership obligation or liability upon any Entity. Further, no Entity will be considered an agent of any other Entity or otherwise have authority to bind any other Entity.

Article XXI – NO THIRD-PARTY BENEFICIARY

Nothing in this Omnibus Agreement will be construed to create any rights in or duties to any third party, nor any liability to or standard of care in reference to any third party. This Omnibus Agreement will not confer any right or remedy upon any person other than the participating Entities that are parties to this Omnibus Agreement. This Omnibus Agreement will not release or discharge any obligation or liability of any third party to any Entity.

Article XXII – ENTIRE AGREEMENT

This Omnibus Agreement constitutes the entire agreement, though other existing agreements of the Entities may take precedence over certain concepts outlined in this Omnibus Agreement.

Article XXIII – SUCCESSORS AND ASSIGNS

This Omnibus Agreement is not transferable or assignable, in whole or in part, and any participating Entity may terminate its participation in this Omnibus Agreement subject to Article V.

Article XXIV – GOVERNING LAW

This Omnibus Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Alabama.

Article XXV – VENUE

Any action arising from this Omnibus Agreement shall be brought in the County where the Event occurred.

Article XXVI – TORT CLAIMS

It is not the intention of this Omnibus Agreement to remove from any of the participating Entities any protection provided by applicable tort claims laws.

ALABAMA INTER-LOCAL MUTUAL AID AGREEMENT
Omnibus Agreement

Article XXVII – WAIVER OF RIGHTS

Any waiver at any time by any participating Entity of its rights with respect to a default under this Omnibus Agreement, or with respect to any other matter arising in connection with this Omnibus Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Omnibus Agreement. Any delay in asserting or enforcing any right, except those related to the statutes of limitations, shall not constitute or be deemed a waiver.

Article XXVIII – INVALID PROVISION

The invalidity or unenforceability of any provision of this Omnibus Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

Article XXIX – NOTICES

Except as otherwise stated, any notice, demand, information, report, or item otherwise required, authorized, or provided for in this Omnibus Agreement shall be given in writing and shall be deemed properly given if (i) delivered personally, (ii) transmitted and received by electronic mail, or (iii) sent by United States Mail, postage prepaid, to the appropriate Emergency Management Director(s) or designee, at the address designated in the Emergency Contact Information Form.

SIGNATURE PAGE
ALABAMA INTER- LOCAL MUTUAL AID AGREEMENT

Omnibus Agreement

IN WITNESS WHEREOF, the Cullman County Commission (COUNTY OR MUNICIPALITY) has caused this OMNIBUS AGREEMENT for Assistance to be executed by duly authorized representatives as of the date of their signatures below:


Signature of Officer

11/18/25
Date


Officer's Title

Signature of Officer

Date

Officer's Title

Signature of Officer

Date

Officer's Title

Signature of Counsel

Date

Counsel's Title

Name and title of primary Contact Representative:	Name and title of alternate Contact Representative:
------------------------------------------------------------	--------------------------------------------------------------

Address:

Address:

Phone:

Phone:

Fax:

Fax:

E-mail:

E-mail:

1. Send the **original OMNIBUS AGREEMENT Signature Page** (this page) for further distribution, to:
Alabama Association of Emergency Managers, Mutual Aid Enhancement Special Committee
Attention: Michael Posey or Eric Jones
111 Grand Avenue, SW, Fort Payne, AL 35967
(256) 845-8569
mposey@dekalbcountyal.us
Eric.Jones@ema.alabama.gov
2. Retain a **second original OMNIBUS AGREEMENT Signature Page** for your records (two sets are required)

RESOLUTION 2026-07

**AUTHORIZING CULLMAN COUNTY TO PROTECT THE COUNTY'S INTERESTS BY INTERVENING
AS A DEFENDANT IN THE SIMPLIFIED SELLER USE TAX (SSUT) LITIGATION**

WHEREAS, the Alabama Simplified Seller Use Tax (SSUT) Remittance Act, codified at Section 40-23-191 *et seq.*, Code of Alabama 1975, established a process by which the State of Alabama collects use taxes from eligible sellers on behalf of Alabama consumers; and

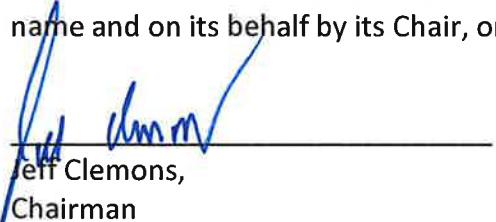
WHEREAS, on August 12, 2025, the City of Tuscaloosa, the School District of the City of Tuscaloosa, and the City of Mountain Brook filed a lawsuit in the Circuit Court of Montgomery County, Alabama against Vernon Barnett, in his official capacity as Commissioner of the Alabama Department of Revenue, asking the Court to direct Commissioner Barnett to disqualify particular business entities from the SSUT program; and

WHEREAS, on November 10, 2025, the Court imposed a 30-day deadline for any other interested parties to file motions to intervene in this litigation; and

WHEREAS, the SSUT program has been an essential source of revenue for Cullman County, and the plaintiffs' lawsuit, if successful, would jeopardize the County's ability to maintain the current level of governmental services it provides to the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CULLMAN COUNTY COMMISSION that the County is directed to take all necessary actions, whether by itself or as part of a joint undertaking, to intervene as a defendant in the SSUT litigation and to protect the County's interests in this critical revenue.

IN WITNESS WHEREOF, the County Commission has caused this resolution to be executed in its name and on its behalf by its Chair, on this 18th day of November 2025.


Jeff Clemons,
Chairman


Attest: County Clerk



Remit To:
Ingram Equipment Company, LLC
P.O. Box 1907
Pelham, AL 35124

Ingram Equipment Company
11 Monroe Drive 400 Dupree Street 1596 S. Bethel Road Unit A
Pelham, AL 35124 Tallahassee, FL 32304 Priceville, AL 35603
8559 Bellingerth Road 704 Murray Road 1311 Industrial Park Road
Theodore, AL 36582 Dothan, AL 36303 Columbus, MS 39701
Phone: (205) 663-3946
www.ingramequipment.net

Ship To: CULLMAN COUNTY COMMISSION SANITATION
2810 Hwy 69 S
CULLMAN, AL 35056

+34.0283817, -86.9029637

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

Branch			
01 - PELHAM			
Date	Time		Page
10/13/2025	14:28:36 (O)		1
Account No	Phone No	Inv No	01
CULLM002		E00790	
Ship Via	Purchase Order		
	253699		
Tax ID No	DUE AT DELIVERY		
	Salesperson		
	JAMES HOVATER		
	WH / WH		

EQUIPMENT INVOICE

Description	Amount
Stock #: U003519	Serial #: RR8321689
New HE LIBERTY	
HEIL LIBERTY AUTOMATED SIDE LOADER - 22YD ON FL	
Installation	
Tri-Cuff Grabber	
DIGAI Remote Mount Tandem Pump, CD PTO	
Hopper & Lift Work Lights	
Multi-Function "Smart" Lights - Tailgate	
Strobe Light - Tailgate	
Auxiliary Lift Controls - Under RH Seat	
3rd Eye Digital Camera System	
*Rear, Hopper, Grabber, LH Cab, Drive & Forward Views	
3" Hopper Drain Valve	
Manual Hopper Cover	
Rear Fenders	
Auto Lube System (Arm Only)	
Paint: White	
5YR/150K Mile Engine & AT Warranty	
5YR/Unlimited Mile Transmission Warranty	
Paint: White	

*****INCLUDING THE FOLLOWING ATTACHMENTS*****

=====

New FREIGHTLINER M2-106 2026 SA ASL U003762 3ALACYFE0TDWR2029

Sale Total: 301914.00

Miscellaneous Charges/Credits

=====

FREIGHT CHARGE	Qty:	1	Price:	630.00	630.00
----------------	------	---	--------	--------	--------

Subtotal:	302544.00
	302544.00


Received By

PTO Maintenance:
Per OEM manufacturer guidelines the following recommendations should be followed. Failure to follow OEM guidelines can result in non-warrantable failure.
Within the first week of use, recheck the installation of the PTO. Check for leaks and loose mounting hardware (studs, cap screws, nuts). Recheck the cable or lever connections for proper adjustment and tighten any loose connections. At regular maintenance intervals, check adjustments and lubricate moving parts, tighten and repair the connections, mounting hardware, cable or lever linkage. Refer to OEM owner's manual for regular maintenance intervals.

Thank You For Your Business!



Remit To:
 Ingram Equipment Company, LLC
 P.O. Box 1907
 Pelham, AL 35124

Ingram Equipment Company
 11 Monroe Drive 400 Dupree Street 1596 S. Bethel Road Unit A
 Pelham, AL 35124 Tallahassee, FL 32304 Prceville, AL 35603
 8559 Bellingrath Road 704 Murray Road 1311 Industrial Park Road
 Theodore, AL 36582 Dothan, AL 36303 Columbus, MS 39701
 Phone: (205) 663-3946
www.ingramequipment.net

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 2810 Hwy 69 S
 CULLMAN, AL 35056
 +34.0283817, -86.9029637

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

Branch		
01 - PELHAM		
Date	Time	Page
10/13/2025	14:28:36 (O)	2
Account No	Phone No	Inv No 01
CULLM002		E00790
Ship Via	Purchase Order	253699
Tax ID No	DUE AT DELIVERY	
JAMES HOVATER	Salesperson WH / WH	

EQUIPMENT INVOICE

Description	Amount
-------------	--------

UNITS ABOVE INCLUDE THE FOLLOWING:

HEIL LIBERTY AUTOMATED SIDE LOADER - 22yd ON FL

Installation

Tri-Cuff Grabber

OIGAI Remote Mount Tandem Pump, CD PTO

Hopper & Lift Work Lights

Multi-Function "Smart" Lights - Tailgate

Strobe Light - Tailgate

Auxiliary Lift Controls - Under RH Seat

3rd Eye Digital Camera System

*Rear, Hopper, Grabber, LH Cab, Drive & Forward Views

3" Hopper Drain Valve

Manual Hopper Cover

Rear Fenders

Auto Lube System (Arm Only)

Paint: White

-

FREIGHTLINER M2-106 PLUS

5YR/150K Mile Engine & AT Warranty

5YR/Unlimited Mile Transmission Warranty

Paint: White

-

Sourcewell Contract 110223-THC

-

This Unit May Be Subject to Manufacturer Surcharges
 After Issuance of Purchase Order.

THANK YOU FOR YOUR BUSINESS, IT IS GREATLY APPRECIATED.

TERMS: NET DUE AT DELIVERY

Received By



Remit To:
 Ingram Equipment Company, LLC
 P.O. Box 1907
 Pelham, AL 35124

Ingram Equipment Company

11 Monroe Drive 400 Dupree Street 1596 S. Bethel Road Unit A
 Pelham, AL 35124 Tallahassee, FL 32304 Priceville, AL 35603
 8559 Bellingsrath Road 704 Murray Road 1311 Industrial Park Road
 Theodore, AL 36582 Dothan, AL 36303 Columbus, MS 39701
 Phone: (205) 663-3946
 www.ingramequipment.net

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

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

Branch		
01 - PELHAM *REPRINT*		
Date	Time	Page
10/06/2025	9:28:39 (O)	1
Account No	Phone No	Inv No 05
CULLM002		E00746
Ship Via	Purchase Order	
	253699	
Tax ID No	DUE AT DELIVERY	
JAMES HOVATER	Salesperson	
	WH	

EQUIPMENT INVOICE

Description	Amount	
Stock #: U001523	Serial #: C21320	183295.00
New CW 10YD		
CURBTENDER TOMCAT 10CY MANUAL SIDE LOADER ON ISUZU		
SATELLITE TRANSFER		
PERKINS D6071 ROTARY TIPPER - CURBSIDE & STREETSIDE		
HYDRAULIC TANK CLEANOUT & INSPECTION PORT		
MANUAL HOPPER COVER		
CLEAN OUT TOOL & HOLDER		
SIDE SPILL SHIELD		
PACK CYLINDER GREASE LINE		
LED LIGHTING		
DUAL HOPPER WORK LIGHTS		
STREET SIDE & CURB SIDE WORK LIGHTS		
DUAL REAR STROBES		
MULTI-FUNCTION "SMART" LIGHTS		
10LB FIRE EXTINGUISHER		
DUAL PTO SHUT OFF		
3RD EYE DIGITAL CAMERA SYSTEM		
REAR, DRIVER & FORWARD VIEWS		

*****INCLUDING THE FOLLOWING ATTACHMENTS*****

=====

New ISUZU NRR ISUZU NRR 19,500 GVW U001530 JALE5W168R7308744

		Sale Total:	183295.00
Miscellaneous Charges/Credits			
=====			
FREIGHT CHARGE	Qty: 1	Price: 3060.00	3060.00

		Subtotal:	186355.00
			186355.00

KH10062025

SOURCEWELL CONTRACT 032824-NAF

PTO Maintenance:

Per OEM manufacturer guidelines the following recommendations should be followed. Failure to follow OEM guidelines can result in non-warrantable failure.

Within the first week of use, recheck the installation of the PTO. Check for leaks and loose mounting hardware (studs, cap screws, nuts). Recheck the cable or lever connections for proper adjustment and tighten any loose connections. At regular maintenance intervals, check adjustments and lubricate moving parts, tighten and repair the connections, mounting hardware, cable or lever linkage. Refer to OEM owner's manual for regular maintenance intervals.


 Received By

Thank You For Your Business!



Remit To:
 Ingram Equipment Company, LLC
 P.O. Box 1907
 Pelham, AL 35124

Ingram Equipment Company
 11 Monroe Drive 400 Dupree Street 1596 S. Bethel Road Unit A
 Pelham, AL 35124 Tallahassee, FL 32304 Priceville, AL 35603
 8559 Bellingrath Road 704 Murray Road 1311 Industrial Park Road
 Theodore, AL 36582 Dothan, AL 36303 Columbus, MS 39701
 Phone: (205) 663-3946
 www.Ingramequipment.net

Ship To: CULLMAN COUNTY COMMISSION SANITATION
 2810 Hwy 69 S
 CULLMAN, AL 35056

+34.028368, -86.9029621

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

Branch		
01 - PELHAM		
Date	Time	Page
12/16/2025	9:51:30 (O)	1
Account No	Phone No	Inv No 02
CULLM002		E00863
Ship Via	Purchase Order	
	253699	
Tax ID No	DUE AT DELIVERY	
	Salesperson	
	JAMES HOVATER	
	WH / WH	

EQUIPMENT INVOICE

Description	Amount	
Stock #: U003520	Serial #: RR8321703	301914.00
New HE LIBERTY		
NEW HEIL LIBERTY AUTOMATED SIDE LOADER - 22YD ON FL		
Installation		
Tri-Cuff Grabber		
OIGAI Remote Mount Tandem Pump, CD PTO		
Hopper & Lift Work Lights		
Multi-Function "Smart" Lights - Tailgate		
Strobe Light - Tailgate		
Auxiliary Lift Controls - Under RH Seat		
3rd Eye Digital Camera System		
*Rear, Hopper, Grabber, LH Cab, Drive & Forward Views		
3" Hopper Drain Valve		
Manual Hopper Cover		
Rear Fenders		
Auto Lube System (Arm Only)		
Paint: White		
 FREIGHTLINER M2-106 PLUS		
VIN # 3ALACYFE7TDWR2027		
5YR/150K Mile Engine & AT Warranty		
5YR/Unlimited Mile Transmission Warranty		
Paint: White		

*****INCLUDING THE FOLLOWING ATTACHMENTS*****

=====

New FREIGHTLINER M2-106 2026 SA ASL U003952 3ALACYFE7TDWR2027

Sale Total: 301914.00

Miscellaneous Charges/Credits

FREIGHT CHARGE	Qty: 1	Price: 630.00	630.00
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Received By

PTO Maintenance:
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Thank You For Your Business!



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8559 Bellingrath Road 704 Murray Road 1311 Industrial Park Road
Theodore, AL 36582 Dothan, AL 36303 Columbus, MS 39701
Phone: (205) 663-3946
www.ingamequipment.net

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2810 Hwy 69 S
CULLMAN, AL 35056

+34.028368, -86.9029621

Invoice To: CULLMAN CO. COMM SANITATION
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CULLMAN AL 35056

Branch		
01 - PELHAM		
Date	Time	Page
12/16/2025	9:51:30 (O)	2
Account No	Phone No	Inv No 02
CULLM002		E00863
Ship Via	Purchase Order 253699	
Tax ID No	DUE AT DELIVERY	
	Salesperson JAMES HOVATER	
	WH / WH	

EQUIPMENT INVOICE

Description	Amount
	Subtotal: 302544.00
	302544.00

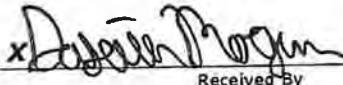
Sourcewell Contract 110223-THC

This Unit May Be Subject to Manufacturer Surcharges
After Issuance of Purchase Order.

THANK YOU FOR YOUR BUSINESS, IT IS GREATLY APPRECIATED.

TERMS: NET DUE AT DELIVERY

PTO Maintenance:
Per OEM manufacturer guidelines the following recommendations should be followed. Failure to follow OEM guidelines can result in non-warrantable failure.
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Received By

Thank You For Your Business!

Application Information

Instructions:

- Complete the applicable fields on each page.
- Note that some fields may be required, but if they are not relevant to your agency or the program, a response of "NA" is acceptable.
- Also, the "save" button is located in the upper right hand corner of each page.
- After completing each application section the "save" button must be pressed in order to keep the submitted information and move to the next page.
- **Please ensure that your organization name matches your STAARS Vendor Registration.**
- To update your Grants.Alabama.Gov Organization Name, navigate to your profile, and click "Organization Information".
- This is a reimbursement grant. Funds have to be expended first and then reimbursement is made for the expenditure.
- Only one (1) priority per application. Agencies may apply for multiple priorities but must do so with separate applications.

Organization Information

Organization Name:	Cullman County Commission	E-Mail	jbullard@co.cullman.al.us
Phone No.	(256) 736-2434	Address	500 2ND AVE SW RM 105
UEI Number:	J8QMAA1TCUK3	Zip:	35055-4135
Organization Type	Police/Fire Department	SAM Name:	COUNTY OF CULLMAN
STAARS Vendor Number:	VC000111493	SAM Expiration Date:	02/06/2026
EIN:(Federal Tax ID)	63-6001496	SAM Activity Status:	No Exclusions

Authorizing Official

Select the individual authorized to enter into binding commitments on behalf of the applicant. The official will normally be the Board President or the chief officer of the agency or governmental unit involved; i.e. Mayor, County Commission Chairman, City Council President, State Department Director, President of the Board of Directors.

Jeff Clemons

Title	County Commission Chairman	Address	325 2nd Street SE
Phone No.	(256) 736-2434		
E-Mail	jclemons@co.cullman.al.us		

Project Director

Select the individual who combines knowledge and experience in the project area with abilities in administration and supervision of personnel. The project director will also be expected to devote the necessary amount of time to ensure the effective management the project.

tim sartin

Title	Director	Address	2020 Beech Ave SW
Phone No.	(256) 917-6200		
E-Mail	tsartin@co.cullman.al.us		

Financial Officer

Select the individual who will be responsible for fiscal matters relating to the project, and in ultimate charge of accounting, management of funds, verification of expenditures, and grant financial reports.

John Bullard

Title	County Administrator	Address	500 2ND AVE SW RM 105
--------------	----------------------	----------------	-----------------------

Phone No. (256) 775-4925

E-Mail. *jbullard@co.cullman.al.us*

Project Description

Project Name* *Logistical Management*
Project Type* *Develop/enhance homeland security/emergency management organization and structure*

In which Congressional District is your agency headquartered?

If you don't know your Congressional District, please click [HERE](#) and search 4 by Zip Code and/or Address.

What is the Zip Code (Zip + 4) for the location of this project? *35056-0924*

What is your service area for this project?* Municipality County Other

County* *Cullman County*

Core Capability Selection: *Long-term Vulnerability Reduction*

Is your project building or sustaining capabilities? Build Sustain No

Is this project deployable? Yes No

Is this project shareable? Yes No

Is 80% or more of your annual gross revenues from Federal Awards?

No Yes

Do you receive \$25 million or more annually from Federal Awards?

No Yes

Does this project require new construction, renovation, retrofitting, or modifications of existing structures?

Yes No

Does your agency spend \$1,000,000 or more in federal grant funds per fiscal year?

(See 2 CFR 200.500)

Yes No

Describe the needs of the agency and the problem the project will be addressing.

The Emergency Management Agency requires reliable, resilient communications to effectively coordinate response operations during disasters and large-scale incidents. Currently, the agency relies heavily on terrestrial networks such as cell towers and local internet service, which are highly vulnerable to outages caused by severe weather, infrastructure failure, or intentional disruption. These gaps create significant operational challenges, including delays in information sharing, reduced situational awareness, and limited ability to support field personnel and public safety partners. This project will address that problem by providing a dependable, satellite-based communications capability that ensures continuous connectivity, strengthens command and control, and enhances overall response effectiveness when traditional systems are compromised or unavailable.

Describe how this project will enhance your ability to address threats and acts of terrorism.

This project will significantly enhance Cullman County EMA's operational readiness and counterterrorism capabilities by ensuring secure, uninterrupted communications through Starlink mobile, even when conventional networks fail. Real-time data sharing, intelligence coordination, and rapid deployment of specialized resources are supported by resilient connectivity, which also strengthens unified command, situational awareness, and public warning systems. Integrated asset tracking further improves response efficiency by enabling precise monitoring and allocation of emergency vehicles, equipment, and personnel. Together, these capabilities reinforce interoperability with local, state, and federal partners, bolstering the county's overall preparedness and resilience against intentional threats.

Describe how this project will be implemented and how this project will address the problem or need by closing capability gaps and/or addressing sustainment needs.

This project will be implemented through the procurement and deployment of Starlink mobile units that can be rapidly integrated into existing EMA communications assets, including command vehicles and field response teams. Personnel will be trained on operation, maintenance, and interoperability to ensure seamless use during incident activation. By providing resilient, satellite-based connectivity that is independent of local infrastructure, this solution directly closes the current capability gap where communication fails during widespread outages or targeted disruptions. It supports long-term sustainment needs by delivering consistent, scalable coverage that enhances command and control, improves coordination with partner agencies, and ensures the continuity of emergency operations in all-hazard environments.

- Please complete at least 3 milestones below to include Anticipated Completion Date.
- Please list one milestone per row.
- Click on the plus button to add a new one.
- Examples of Milestones Include:
 - Accept Grant Award
 - Obtain Quotes for Equipment
 - Complete Quarterly Reports
 - Complete Closeout

Milestones:

*Procurement of Starlink Mobile Systems
System Integration and Configuration
Training and Operational Readiness Exercise*

Anticipated Completion Date:

*01/30/2026
02/03/2026
03/30/2026*

Budget Worksheet

Expense Category	AEL REF #	Category	Item	Unit Price	Quantity	Discipline	Recipient	Total
Equipment	06CC-01-CELL	Interoperable Communications Equipment	Tablet	\$2,498	3	EMA-Emergency Management	Cullman County EMA SMORT 1	\$7,494.00
Equipment	06CC-01-CELL	Interoperable Communications Equipment	Tablet Keyboard	\$76	3	EMA-Emergency Management	Cullman County EMA SMORT 1	\$228.00
Equipment	06CC-01-CELL	Interoperable Communications Equipment	Tablet Pencil	\$29	3	EMA-Emergency Management	Cullman County EMA SMORT 1	\$87.00
Equipment	06CC-04-EQSD	Interoperable Communications Equipment	Starlink Mini Internet Kit	\$250	1	EMA-Emergency Management	Cullman County EMA SMORT 1	\$250.00
Equipment	19MH-00-CONT	CBRNE Logistical Support Equipment	Plumb Case with Startlink Adaption	\$10,349	1	EMA-Emergency Management	Cullman County EMA SMORT 1	\$10,349.00
Equipment	03SR-02-TRIG	CBRNE Operational and Search and Rescue Equipment	Ratchet Straps (Retractable)	\$69	3	EMA-Emergency Management	Cullman County EMA SMORT 1	\$207.00
Equipment	21GN-00-MAIN	CBRNE Operational and Search and Rescue Equipment	Ratchet Straps	\$39	3	EMA-Emergency Management	Cullman County EMA SMORT 1	\$117.00
Equipment	06CC-04-EQSD	Interoperable Communications Equipment	Repair and Maintenance for SMORT Bus	\$1,369	1	EMA-Emergency Management	Cullman County EMA SMORT 1	\$1,369.00
Equipment			Starlink Mini	\$899	1	EMA-Emergency Management	Cullman County EMA SMORT 1	\$899.00
							Total:	\$21,000.00

Budget Narrative

Please include a detailed description of each item listed above. Explain how it aligns with your project.

Tablet Device (AEL: 06CC-01-CELL)
This tablet lets our SMORT/AMAS crew keep track of patients, update mission notes, and stay connected to what's happening around us even when we're operating from a parking lot, shelter, or roadside. It keeps us organized when everything else is chaotic.

Tablet Keyboard Attachment (Accessory to 06CC-01-CELL)
Having a real keyboard means faster typing and fewer errors. When we're entering medical information or coordinating resources, this little attachment saves valuable time and frustration in tense situations.

Digital Stylus Tool (Accessory to 06CC-01-CELL)
A stylus lets responders quickly write notes, mark maps, and complete forms with better accuracy. It's the difference between scribbling and clearly communicating when clarity counts the most.

Portable Satellite Internet Kit (AEL: 06CC-04-EQSD)
When cell towers go down or we're sent to remote areas, this kit gives us reliable internet. It keeps SMORT/AMAS connected to lifesaving medical support and state coordination no matter where we're deployed.

Starlink Mini Terminal Hardware (AEL: 06CC-04-EQSD)
This small but mighty satellite terminal hardware assists the Starlink Mini to give us immediate access to high-speed internet across Alabama. It lets us share critical patient data, request resources, and maintain command capabilities when normal communications fail.

Protective Case with Satellite Equipment Adaptation (AEL: 19MH-00-CONT)
This protective setup keeps our satellite equipment secure while traveling. It shields sensitive gear from bumps, weather, and everything else that comes with disaster response.

Securing Straps (AEL: Logistics/Transport Support under Category 19)
These straps help us keep equipment locked down inside vehicles so nothing gets damaged or tossed around when our teams are on the move. They make sure we arrive ready to work, not sorting through broken supplies.

Vehicle Maintenance Supplies Including Replacement Batteries (AEL: 21GN-00-MAIN)
Our vehicles are our lifeline to the field. Keeping them running with basic maintenance ensures SMORT/AMAS can move patients, personnel, and equipment wherever they're needed during emergencies.

Starlink Mini (AEL: AEL: 06CC-04-EQSD)
This small terminal gives our team a dependable way to stay online in the toughest conditions. It helps us relay medical updates, keep command connected, and ensure communication doesn't break down when communities need us most.

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

1. By signing and submitting this proposal, the prospective lower-tier participant is providing the certification set out below.
2. This certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant a lower tier covered transaction that is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 28 CFR Part 67, Section 67.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160 - 19211).

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in these certification, such prospective participant shall attach an explanation to this proposal.

John Bullard County Administrator

(Type or Print Name and Title of Authorized Representative)

John Bullard John Bullard

(Signature of Authorized Representative)

10/29/2025

Date

(Name of Organization)

Address of Organization



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

Cullman County Commission

ADDRESS

500 2nd Ave SW Room 105

CITY, STATE, ZIP

Cullman, AL 35055

TELEPHONE NUMBER

(256) 775-4878

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

Alabama Law Enforcement Agency

ADDRESS

301 Ripley Street

CITY, STATE, ZIP

Montgomery, AL 36104

TELEPHONE NUMBER

(334) 616-6002

This form is provided with:

Contract

Proposal

Request for Proposal

Invitation to Bid

Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

Yes

No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

Yes

No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
N/A		

OVER

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
N/A			

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

N/A

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

NA

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
N/A	

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature

Date _____

Notary's Signature

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Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grants awarded to the State of Alabama in excess of \$5,000.

Alabama Law Enforcement Agency (ALEA)
Office of the Secretary
Programs Office

Equal Employment Opportunity Program Certification

I, _____ (Authorized Official), certify that the Applicant/Subgrantee

has formulated an Equal Employment Opportunity Program in accordance with 28 CFR 42.301, et seq., subpart E, and that it is on file in the office of:

Name: _____
Title: _____

for review or audit by officials of ALEA or the Grant Agency as required by relevant laws and regulations

(Signature of Authorized Official)

(Date)

NOTE: If your organization is required to develop an EEOP plan, the above certification must be completed. If a plan is not required, then the below certification must be completed. The signed certification must be returned to ALEA Programs Office.

I, John Sullard _____ (Authorized Official), certify that the Applicant/Subgrantee

is not required to formulate an Equal Employment Opportunity Program in accordance with relevant laws and regulations

John Sullard
(Signature of Authorized Official)

10/29/2025
(Date)

Alabama Law Enforcement Agency

Financial Questionnaire

Section I. General Information

1. Subgrantee: Cullman County Commission/EMA Subgrant Number: 2025-FIL-20
2. Financial Officer: John M Bullard Telephone Number: 256-709-7725
3. Contact Person: Tim Sartin Telephone Number: 256-739-5410

The financial responsibility of subgrantees must be such that the subgrantee can properly discharge the public trust that accompanies the authority to expend public funds. Adequate accounting systems should meet the criteria outlined in the appropriate federal/state regulations and meet the following criteria:

- (1) Accounting records should provide information needed to adequately identify the receipt of funds under each subgrant awarded and the expenditure of funds for each subgrant, for each action program and for each subgrant awarded by the State
- (2) Entries in accounting reports should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
- (3) The accounting system should provide accurate and current financial reporting information.
- (4) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.

Section II. Accounting System

1. Manual Automated Combination Which best describes the accounting system?

2. Yes No Does the organization use a double entry system in accounting for program funds?

3. Yes No Does the accounting system identify the receipt and expenditures of program funds separately for each subgrant?

4. Yes No Does the accounting system provide for the recording of expenditures for each subgrant by the component project and budget cost categories shown in the approved budget?

5. Yes No Are time distribution records maintained for an employee when his/her effort can be specifically identified to a particular cost objective?

6. Does the accounting / financial system include budgetary controls to preclude incurring obligations in excess of:

a. Yes No Total funds available for a subgrant?

b. Yes No Total funds available for a budget cost category (e.g., Personnel, Travel, Operating Expense, etc.)

7. Yes No Is the organization generally familiar with the existing regulations and guidelines containing the cost principles and procedures for the determination of allowance of costs in connection with Federal contracts grants subgrants?

Financial Questionnaire (continued)

Subgrantee: Cullman County Commission/EMA
Subgrant Number: 2025-FIL-20

Section III. Fund Control

1. Yes No Is a separate bank account maintained for subgrant funds?

2. Yes No If Federal subgrant funds are commingled with organization funds, can the Federal subgrant funds and related costs and expenses be readily identified?

3. Yes No Are the officials of the organization bonded?

Section IV. Additional Information

Yes No Did an independent certified public accountant (CPA) ever examine the financial statements?

1. Date of the last audit From _____ to _____
2. Dates covered by the last audit From _____ to _____
3. Date of the next audit From _____ to _____
4. Dates covered by the next audit From _____ to _____

Use the following space for any additional information. Indicate the section and item numbers if there is a continuation.

Alabama Department of Public Examiners completes the audit for the Cullman County Commission

Section V. Applicant Certification

I certify that the above information is complete and correct to the best of my knowledge



Signature

10/29/2025
Date

County Administrator

Title

Certification Regarding Lobbying

Each applicant shall file this certification and disclosure form if applicable, with each submission that initiates agency consideration of such applicant for an award of an Alabama Law Enforcement Agency (ALEA) contract, grant or cooperative agreement of \$100,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here SL and complete and submit Standard Form #LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Authorized Official

10/29/2025

Date

Chairman

Title

UNIFORM ADMINISTRATIVE REQUIREMENTS FOR WRITTEN POLICIES AND PROCEDURES

CASH MANAGEMENT FOR FEDERAL FUNDS

The Cullman County Commission will minimize the time between the receipt of federal funds or other pass through entity, and the disbursement of those federal funds. Federal funds will only be requested to meet immediate cash needs for reimbursement not covered by prior receipts and anticipated disbursements that are generally fixed, such as monthly program salaries and benefits. Disbursements will be made within thirty calendar days after receipt of funds.

The County will maintain financial records that account for the receipt, obligation, and expenditure of each federal program fund. Cash balances for each federal program funds and for the aggregate of all federal program funds will be monitored.

County procedures to minimize the cash balances in federal program funds are expected to prevent the aggregate cash balances of federal program funds from earning \$500 or more for the fiscal year if maintained in interest-bearing accounts. The federal program funds will not be maintained in an interest-bearing bank account if the County determines that banking requirements for minimum or average balances are so high that an interest-bearing account would not be feasible. Federal program funds will be maintained in insured checking accounts that are subject to the state requirements for public deposits on the SAFE program.

[Reference: 2 CFR §200.305]

DETERMINATION OF ALLOWABLE COSTS

Before instituting a financial transaction that will require the expenditure of federal funds the County will determine that the proposed transaction meets the requirements for allowable costs for the federal program. Actions to determine allowable costs will assure that:

- The proposed expenditure is included in the federal program budget;
- The proposed expenditure is reasonable and necessary for the federal program;
- The proposed expenditure is consistent with procedures for financial transactions of the County including:
 - Purchase order approval procedures;
 - Contract review and approval procedures;
 - Applicable competitive purchasing procedures and;
 - Documentation supports allowability of transaction.

Before payments are made from federal funds the federal program director and the County will determine that the federal program expenditure complies with general accepted accounting principles and complies with state, local, and federal laws, rules, and regulations.

[Reference: 2 CFR §200.302]

TRAVEL POLICY

Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by county employees who are in travel status on official business of the County. The County's travel policy provides for reimbursement and payments for travel costs of employees paid from federal funds that is consistent with the travel costs for county employees paid from state or local funds.

[Reference: 2 CFR §200.474]

PROCUREMENT POLICY**DEFINITIONS**

As used herein, the term "procurement" means the purchase of services, and the purchase or lease of goods, by the expenditure or anticipated expenditure of federal or state grant funds.

"Grant funds" or "grant monies" means funds received through federal and state grants, whether those funds come directly from a federal or state agency or from a passthrough entity.

INTRODUCTION

This policy applies to all contracts, purchase orders and expenditures of grant funds for the procurement of labor, goods and services. Its purpose is to establish efficient and economical procurement procedures.

APPLICABLE LAW

The federal procurement standards set out at 2 CFR §200.318 through §200.326 (sometimes referred to as "Circular 200"); the state competitive bid law applicable to the purchase or lease of goods and services found at §40-16-50, et seq., Code of Alabama (1975), as amended; and the state competitive bid law applicable to construction and improvement of public works found at §39-2-1, et seq., id., are applicable to procurements hereunder. To the extent of conflict between the requirements of this policy and federal or state requirements, the stricter of the two shall apply.

Individual grants may contain further requirements unique to those grants and in addition to the requirements of this policy.

The Alabama Code of Ethics for Public Officials, Employees, Etc., §36-25-1, et seq., id., including its conflict of interest provisions, is applicable to County officials, officers, and employees engaged in procurement.

GENERAL PROCUREMENT STANDARDS

(a) Oversight must be maintained to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(b) The acquisition of unnecessary or duplicative items must be avoided. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis must be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(c) Entry into state and local intergovernmental agreements or inter-entity agreements, where appropriate, for procurement or use of common or shared goods and services is encouraged.

(d) Use of federal excess and surplus property in lieu of purchasing new equipment and property when such use is feasible and will reduce project costs is encouraged.

(e) Use of value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions is encouraged. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(f) Contracts shall be awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, suspension or debarment, and financial and technical resources.

(g) Records must be maintained sufficient to detail the history of each procurement. Such records are to include, but not necessarily be limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(h) (1) A time and materials type contract may be used only after a determination that no other contract is suitable. The contract must include a ceiling price that the contractor exceeds at its own risk. A high degree of oversight must be asserted in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(2) Time and materials type contract means a contract whose cost to the County is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(i) The County alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the County of any contractual responsibilities under its contracts.

[Reference: 2 CFR §200.318]

COMPETITION

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards set out in 2 CFR §§200.317 - .326. Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Situations considered to be restrictive of competition include, but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(b) Procurements must be conducted in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) All solicitations must:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which must be fulfilled and all other factors to be used in evaluating bids or proposals.

(d) Prequalified lists of persons, firms, or products which are used in acquiring goods and services must be current and include sufficient qualified sources to ensure maximum open and free competition. Potential bidders may not be precluded from qualifying during the solicitation period.

[Reference: 2 CFR §200.319]

METHODS OF PROCUREMENT TO BE FOLLOWED

The procurement of all labor, materials and services must conform to one of the following methods:

(a) Procurement by micro-purchases: Procurement of materials, supplies, or services, the aggregate dollar amount of which does not exceed \$3,000.00 (this threshold is periodically adjusted for inflation) may be awarded without soliciting competitive quotes if the price is deemed to be reasonable. To the extent practicable, such awards must be distributed equitably among qualified suppliers.

(b) Procurement by small purchase procedures: Procurement involving materials or supplies with an aggregate cost which is more than \$3,000.00 but less than \$15,000 (or that amount set out in Section 41-16-50(a), Code of Alabama (1975), as amended, as the same may be amended from time to time).

In the case of small purchase procurement and non-competitive negotiations, price or rate quotations will be obtained, whenever possible, from not less than three (3) vendors. Quotations may be secured via fax, email, telephone or otherwise. All solicitation efforts and quotations must be documented in the file.

(c) Procurement by sealed bids (formal advertising): Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply:

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids;

(ii) Invitations for bids must be publicly advertised in accordance with state law;

(iii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iv) All bids must be publicly opened at the time and place prescribed in the invitation for bids;

(v) A firm fixed price contract award must (except where all bids are rejected) be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(vi) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals (RFP): The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

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(1) RFPs must be publicized and responses must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The RFP must identify all significant evaluation factors, including price or cost where required, and their relative importance, which will be used in evaluating proposals;

(4) Responses must be evaluated using criteria listed in the advertisement or solicitation;

(5) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(6) Competitive proposal procedures may be used for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) Procurement by noncompetitive proposals: Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source, which is documented in the file;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the County; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

[Reference: 2 CFR §200.320]

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTITIES, AND LABOR SURPLUS AREA FIRMS

(a) All necessary affirmative steps must be taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

[Reference: 2 CFR §200.321]

CONTRACT COST AND PRICE

(a) A cost or price analysis must be performed in connection with every procurement action in excess of the current Simplified Acquisition Threshold including contract modifications. The method and degree of analysis will depend on the facts surrounding the particular procurement situation, but as a starting point, independent estimates must be made before receiving bids or proposals.

(b) Profit must be negotiated as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. Consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the County entity under 2 CFR Subpart E-Cost Principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

[Reference: 2 CFR §200.323]

BONDING REQUIREMENTS

Bonding is required as set out in §40-16-50, et seq., and §39-2-1, et seq., Code of Alabama (1975), as amended.

[Reference: 2 CFR §200.325]

CONTRACT PROVISIONS

Contracts must contain the applicable provisions described in Appendix II to Part 200-Contract Provisions for non-Federal EntityContracts Under FederalAwards.

[Reference: 2 CFR §200.326]

RELATION TO OTHER COUNTY POLICIES

This policy supplements and does not supplant the County's General Purchasing Policy and the Competitive Bid Law Guide.

STATE OF ALABAMA
COUNTY OF CULLMAN

The County Commission certifies that the foregoing is a true and correct copy of the Uniform Administrative Requirements for Written Policies and Procedures for Federal Awards, approved by the The Cullman County Commission in a regular meeting convened on the 9th day of April, 2019.

**Cullman County Commission
Accounting Policies and Procedures Manual
Updated and Approved at the October 22, 2019
Commission Meeting**

Accounting Policies and Procedures Manual

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Introduction

This manual has been prepared to document the internal accounting procedures for the Cullman County Commission (CCC). Its purpose is to ensure that assets are safeguarded, that financial statements are in conformity with Generally Accepted Accounting Principles, Governmental Accounting Standards Board policies and that finances are managed with responsible stewardship.

All personnel with a role in the management of CCC's fiscal operations are expected to uphold the policies in this manual. It is the intention of the CCC, this accounting manual serve as our commitment to proper, accurate financial management and reporting. This manual **primarily** represents the duties of elected officials and employees functions that have a direct or indirect impact in the financial operations and reporting of the county. This is not to be perceived as a complete representation of **all** assigned duties and responsibilities of the elected officials or the employees represented below.

It should be noted the Cullman County Water Department has an independent accounting system and is not linked with the CCC's financial system and, therefore excluded from this manual. The Water Department undergoes an independent audit by a CPA firm approved by the CCC and is included in the annual fiscal audit of the CCC by the "State of Alabama Department of Examiners of Public Accounts" and included in the published audit report of the CCC.

Division of Duties

The following is a list of personnel who have responsibilities within the accounting department:

Chairman & or Associate Commissioners(When Applicable two Signatures Required):

- * Reviews and approves all published financial reports.
- * Reviews and approves annual budget.
- * Periodic review of vouchers and invoices for quality assurance and risk management.
- * Approves appropriations, expenditures, requisitions, travel expense and all journal entries at the regularly scheduled commission meetings. (All warrants issued must have two signatures.)
- * Reviews, approves and awards all bids for goods and services when applicable at commission meetings.

Chief Administrative Officer:

Abide by Act #2007-488 which includes:

- * Maintain at all times a detailed record of the financial status of the county.
- * Publish a statement of the county's financial status as defined in Act #2007-488 for the fiscal year ending September 30th no later than December 31st.
- * Prepare and send out budget worksheets for department heads.
- * With input from the Chairman and Associate Commissioners, develop the annual budget and approve prior to October 1st.
- * Amend budgets when officially approved in a commission meeting.
- * Attend all commission meetings and ensure the minutes of the meetings are recorded.

Other financial responsibilities not specifically listed in Act #2007-488

- * Reviews cash receipts and disbursements.
- * Prepares financial reports comparing actual to budget for commission review.
- * Coordinate year end audit.
- * Review and approve all bank account reconciliations.
- * Review all general ledger accounts for accuracy.
- * Verify there is no deficit fund balances at year end.
- * Verify transfers in and transfers out balance.
- * Verify and prepare capital assets reports and other financial reports as required by GASB 34.
- * Review grants and special appropriations for compliance and ensure they are accurately recorded in financials.
- * Review all financing agreements to ensure revenues are available for payment of debt and the commission complies with state laws concerning financing.
- * Reviews county's self insured health insurance plan to ensure county and employee

- contributions are sufficient to cover claims.
- * Ensures county funds are invested in low risk investments that conform to Code of Alabama Section 41-14-A-3 and Act # 2009-471.
- * Review bid specifications and bids submitted for compliance of state laws.

Administrative Assistant: one employee

- * Attend and record all commission meetings.
- * Review the minutes of the meetings and accurately transcribe the minutes with all resolutions and applicable supporting documentation.
- * Ensure commissioners review and sign the minutes.
- * May assist in various financial capacities.
- * Receives and opens all incoming mail not specifically addressed, *except* bank statements.
- * Issues and records receipts for cash and checks received into the accounting system.
- * Balances receipt log with cash and checks received and delivers to accounts payable department for verification and deposit.
- * Maintains office supply inventory control and orders when needed.
- * Assist in mail room including ordering postage when necessary.
- * Collect revenue for the sale of maps.
- * Reconcile operations and payroll bank accounts.
- * Reconcile petty cash fund

- *. Reconcile retiree's health insurance contributions.
- *. Record all cash receipts to the proper fund and account.

Accounting-Four Employees- Employees are (will be) cross trained so duties will be interchangeable as needed. The CAO will handle some of these duties when required.

- * Verifies cash receipts agree with receipts posted in the bank statements.
- * Record all interest income for checking, savings and CD's.
- * Record interest expense on all debt.
- * Issues checks to all outside agencies receiving appropriations awarded by the commission.
- * Record all revenues and expenses relating to grants and maintain a grant file.
- * Transfer revenues between funds as budgeted or required to fund operating expenses and ensure no fund has a deficit balance at year end.
- * Issue monthly or annually appropriations to Outside agencies that were approved in the budget.
- * Monitor department expense budgets and notify Administrator if a department is close to exceeding budget.
- * Send out monthly financial reports to department heads including actual to budget and a detail of expenditures.
- * Close out all outstanding purchase orders prior to September 30th if applicable.
- * End of Fiscal year: Accrue expenses and revenue that was earned or obligated in that fiscal Year.
- * Prepare journal entries and invoices to credit Road Department expenses for fuel and garage expenses incurred by other departments or agencies.
- * Review all bid specifications submitted for compliance with state law
- * With approval of Commission or Administrator prepare bid packages, assign bid number and send out to vendors on file.
- * Advertise the RFP's by posting outside the commission office or newspaper as directed for vendors not on file.
- * Open bids on date and time advertised, review them for compliance, have department head review bids and choose lowest bid that meets spec's.
- * Ensure the bid is on the earliest commission agenda for awarding and notify vendor once awarded.
- * Send out inventory reports as of 9/30 to all departments for verification of assets listed.
- * Add purchased equipment to inventory that meets capital asset criteria.
- * Remove from inventory disposed assets.
- * Add and remove assets to county's property and liability insurance coverage and verify premium adjustments.
- * Reconcile expense object codes 500-5XX to additions in capital assets.
- * Verify gain on sale of assets is recorded on disposed assets, if not explain why.
- * Pays election expenses and files reports with state for reimbursement.*
- * Record journal entries for inventory for Garage and Road Department at the end of the fiscal year.
- * Charge out postage to various state and county departments. Request reimbursement from the state for state offices.
- * Investigate and send out certified letters for returned checks.

- * Verify Transfers in and Transfers out are in balance.
- * Prepare annual gasoline report due May 31st each year to the Dept of Revenue.
- * Issue purchase orders upon request.
- * Process invoices for recurring charges, utilities, telephone, etc.
- * Issue checks to payroll from operating accounts to offset payroll expenses.
- * Process 1099's at the end of the calendar year.

Human Resources/Payroll: two employees

H.R.

- Manages onboarding process; assuring all new employees receive adequate orientation and all paperwork is complete. Enters employee information into all Personnel/Payroll systems.
- Analyze wage and salary reports of Commission to determine competitive compensation plan. Conducts wage survey within labor market to determine competitive wage rate.
- Processes all employee classification/pay changes; including receiving requests from Elected Official/Appointed Department Head, obtaining Commission approval, entering into Personnel/Payroll system, etc.
- Manages performance management process.
- Assists in policy development and dissemination.
- Analyzes benefit programs/policies of Commission, and prevailing practices among similar organizations, to establish competitive benefit programs. Evaluates services, coverages and options available through insurance and investment companies to determine programs best meeting needs of Commission. Plans modifications of existing benefit programs. Recommends benefit plan changes to Commission. Leads benefit communication effort.
- Consults legal counsel to ensure policies comply with federal and state law.
- Represents the Commission at personnel related hearings and investigations.
- Conducts investigations when employee complaints or concerns are brought forth.
- Acts as primary back-up for Payroll Specialist, requiring ability to process county payrolls and process insurance payments, payroll taxes, etc.

Payroll

- Enters employee information into Personnel/Payroll systems.
- Reviews employee time sheets (either on-line or paper format) to verify accuracy
- Processes bi-weekly and monthly payrolls; including review of time-off applications, FLSA overtime compliance review; tax filings; RSA filings; benefit collections; etc.
- Processes direct deposit in accordance with County procedures and bank requirements
- Prepares payroll transfers for County financial personnel
- Processes all checks for child support, garnishments, deferred compensation, insurance payments, etc.
- Distributes payroll checks to County departments

- Prepares and sends forms for state reimbursements
- Prepares federal and state tax reports; balances and processes W-2 forms
- Verifies employment
- Prepares unemployment forms as needed
- Copies files for attorneys and employees
- Assists retirees as needed
- Acts as primary back-up for HR Manager, requiring ability to perform these duties as required (recruiting, hiring, onboarding, performance management, benefits communication, etc.)

Cash Receipts Procedures

The Administrative Assistant receives all incoming mail, opens it unless specifically addressed and distributes it to the appropriate person(s) excluding bank statements which remain sealed and are delivered to the Accountant/Bookkeeper. All cash and checks received should be recorded directly into the accounting system. The Administrative Assistant will balance the cash and the checks and deliver them to the designated Accounts Payable employee.

The Accounts Payable employee will prepare the deposit slip for the appropriate bank and verify it balances with the cash and checks. The Accounts Payable employee will deliver the deposit to the bank and return with the deposit receipts.

Using the bank statement the payable desk handling that bank account will prepare a journal entry posting the interest for each account. If multiple funds exist within one bank account the interest will be distributed using a percentage based on the cash balance of each fund at month end(if not significant post it to the General Fund)

Funds Received by Wire Transfer:

Currently the CCC receives funds via wire transfer from three sources.

1. State of Alabama Department of Revenue. Accountants payable will prepare a journal entry to record the revenue as reflected in the bank statement into the appropriate fund and account. The amounts received are generally consistent month to month and year to year. If the amount received has a significant variance, the Accounts payable will notify the Chief Administrative Officer and contact the Department of Revenue to get an explanation of what caused the variance and inquire if this will be a permanent change.

2. Cullman Electric Cooperative. The Cullman Electric Cooperative performs all billing services to our Sanitation customers on behalf of the CCC Sanitation Department

for a fee. There are approximately 25,000 customers. The fee is currently \$.88 per customer for the first 10,000 customers, \$.80 per customer for the second 10,000 and \$.75 per customer thereafter. Twice monthly Cullman Electric Cooperative will send CCC an itemized statement reflecting total revenue billed, net adjustments, and the fee charged. The net amount after fees will be wired directly into CCC's operations account. The Accountant/Bookkeeper will verify the amount's received via wire transfer agrees with Cullman Electric Cooperative's statements. Accountants payable will monitor that the fee per customer matches current agreements and the number of customers appears in-line with the Sanitation Department records. The Sanitation Department Manager also receives a copy the Cullman Electric Cooperative billing for records and review. Should the Sanitation Manager detect a discrepancy in the statement he/she will contact Cullman Electric Cooperative for clarification and correction and notify the CCC.

3. Federal & State Grants: To prevent funds from being commingled, certain grants require a separate bank account be established to account for disbursements and reimbursements. The request for reimbursement will be authorized by the department head the grant falls under. A copy of the drawdown request will be given to the Accountants Payable for retention and verification to the bank statement that the funds were received. Accountant Payable will prepare the journal entry to record the receipt and any applicable accrued interest.

Inter-Fund Transfers:

Accountants payable will be responsible for handling Inter-Fund transfers. Inter-Fund transfers are necessary for several reasons. Inter-Fund Transfers are approved in the budget to transfer funds to cover budgeted operating expenses (including payroll). Funds that have a negative cash balance and are exceeding budgeted amounts must be pre-approved by the County Administrator. For Inter-Fund transfers that are within the same bank account the Accounting will prepare a journal entry transferring the funds, no check will be issued or received between funds. Funds that are in a separate bank account such as Payroll will be handled as follows; The Accountant will issue the check made payable to the intended fund and give the check to the Administrative Assistant or receipt. The Administrative Assistant will follow the same cash receipt procedures as outlined above.

Funds received from Credit Card Charges:

Currently only the CCC's Park's Department and the Animal Shelter accept credit cards. The credit card transactions are initiated at those locations by that department's employees. Those departments will bring all credit card transaction receipts to the CCC accounting office and give them to the Accounting dept. The Accountant will enter the receipts in the financial receipt system. At the end of the month the Accountant will match the transaction receipts with the statement from the credit card companies and verify they match the receipts on the bank statement.

All receipts will be re-checked during the bank reconciliation process which will be performed by the bank reconciliation desk employee who is not involved in recording receipts or disbursements within that bank.

Petty Cash Fund

The petty cash fund balance will vary by department. For a department to be reimbursed for their petty cash expenditures they must provide receipts and explanations as to what the funds were expended for,

Cash Disbursements Procedures

1. Incoming invoices will be received in accounts payable and handled by the staff person responsible for that department for his/her approval and to prepare a check request voucher prior to disbursement dates.
2. Accounts payable will check the validity of the invoice against proposals/bids, etc. and work accomplished/delivered and prepare a check request voucher prior to disbursement dates.
3. Accounting is responsible for the preparation of disbursements. All disbursements are to be made by check unless the item is considered a petty cash item.
4. A check request voucher should then be completed by the staff person and attached to the original vendor invoice, and/or any other supporting documentation. The voucher should include the account codes to which the expense will be applied. The Chief Administrative Officer (CAO) approves the invoices followed by approval by the county commission at the next commission meeting.
5. Once the amount to be disbursed has been received, the staff responsible for that department should print the checks from the computer system. The check stub should be attached to the invoice, and other supporting documentation. A check register should be run and filed together with the disbursement transmittal form.
6. Supporting documentation should be filed in appropriate vendor files.
7. All disbursements will be posted to the General Ledger.

Reconciliations

Bank Reconciliations:

- * The person charged with this responsibility (CAO or designated person) should reconcile each account promptly upon receipt of the bank statements. All accounts should be reconciled no later than 21 days after receipt of the monthly bank

statements.

* When reconciling the bank accounts, the following items should be included in the procedures:

- a. A comparison of dates and amounts of daily deposits as shown on the bank statements with the cash receipts journal.
- b. A comparison of inter-organization bank transfers to be certain that both sides of the transactions have been recorded on the books.
- c. An investigation of items rejected by the bank, i.e., returned checks or deposits.
- d. A comparison of wire transfers dates received with dates sent.
- e. A comparison of canceled checks with the disbursement journal as to check number, payee and amount.
- f. An accounting for the sequence of checks both from month to month and within a month.
- g. An examination of canceled checks for authorized signatures, irregular endorsements, and alterations.
- h. A review and proper mutilation of void check.
- i. Investigate and write off checks which have been outstanding for more than one year.

4. Completed bank reconciliations should be reviewed by the CAO and initialed.
5. The accounting dept or CAO upon receipt of the completed bank reconciliations, prepares or directs any general ledger adjustments that need to be made.

Reconciliations of Other General Ledger Accounts:

1. Quarterly if not monthly CAO should review the ending balance shown on balance sheet accounts such as the cash accounts, accounts receivable, accounts payable and deferred revenue. The CAO should review the bank reconciliations, schedules of accounts receivable and deferred revenue and the aging of accounts payable to support the balances shown on the balance sheet.
2. Assets - These accounts will include cash, petty cash, prepaids, property, equipment and fixtures, and intangible assets.
 - a. Cash - The balances in cash accounts should agree with the balances shown on the bank reconciliations.
 - b. Petty Cash - The balance in this account should always equal the maximum amount of all petty cash funds.
 - c. Prepaids - The amounts in these accounts should equal advance payments paid to vendors at the end of the accounting period.(primarily postage).

- d. Property, Equipment & Fixtures - The amounts in this account should equal the totals generated from the audited depreciation schedules. When additional purchases are made during the year, the balances in the accounts may be updated accordingly.
- 3. Liabilities - These accounts are described as accounts payable, payroll tax liabilities, loans and mortgages payable, and amounts due to others.
 - a. Accounts Payable - The balance in this account should equal amounts owed to vendors at the end of the accounting period and the aging report.
 - b. Payroll Tax Liabilities - The amounts in these accounts should equal amounts withheld from employee paychecks as well as the employer's portion of the expense for the period that has not been remitted to the government authorities.
 - c. Due to Others - If there are any amounts owed to others at the end of the period they should be recorded and the correct balance maintained in the general ledger accounts.
- 4. Income/Expenses - These accounts are described as income from property taxes, court fees, taxes in lieu of revenue, contributions, user fees, etc. Expenses would be S&W , benefits exp, fuel, utilities, equipment and other operating expenses.
 - a. Income - The amounts charged to the various cash accounts should be reconciled with funding requests, funders reports, draw down schedules, etc.
 - b. Gross Salary Accounts - The balances in the gross salary accounts should be added together and reconciled with the amounts reported on quarterly payroll returns. (941's)
 - c. Consulting - The amounts charged should be reconciled to the contracts or items that were approved in the commission meeting not required by contract.

Purchases

To Prompt a Purchase:

1. When the normal cash disbursement procedure of invoice, etc., is not appropriate, (i.e., postage, petty cash, etc.) a purchase order should be completed and forwarded with any order form or other documentation to the accounts payable department for approval and processing.
3. In the absence of backup materials, receipts for the purchase must be provided to the accounting department for attachment to the check request as soon as possible after the purchase from the check date.

Credit Card Purchases:

Re: 1. Credit Card Policy for Tangible Property Purchases or Services
2. Credit Cards Used for Travel

1. On May 10, 2013 Act 2013-211 was signed into law allowing counties to use a credit card for purposes other than travel. The law is very specific on how the credit card is to be used, the safe guarding of the card's financial information and requiring counties to adopt a credit card policy reflecting the law.

On December 10, 2013 the Cullman County Commission adopted our credit card policy which mirrors Act 2013-211.

The passing of the Act and credit card policy is primarily for online purchases from vendors who won't accept PO's and the item is not available locally or a significant savings can be obtained by use of the credit card. (note: a P.O. will still be required for internal controls)

The law is very specific in stating that the Chief Administrative Officer (County Administrator) will maintain sole possession of the credit card and all requests must be in writing stating the reason for purchasing with a credit card and submitted to the County Administrator for pre-approval. All online purchases will be made in the commission office once approved. The credit card cannot leave the commission office. There is only one credit card assigned for these purchases and it has a \$1,000.00 limit for an individual purchase and a \$5,000.00 per month cap.

In summary, no purchases of goods or services with a credit card are authorized unless the above procedure is followed.

2. Procedures for credit cards assigned for travel will remain the same except for one change. They are only to be used for travel outside of the county and only the employee or personnel cost that is an obligation of the county should be charged to the credit card. In the past we have allowed spouses and other persons to be charged on the card and reimbursement made to the county. During our last audit the state examiners clarified their position on this and said this constitutes issuing credit or a thing of value to an individual and is not allowable under Section 94 of the Constitution of Alabama.

Copies of Act 2013-211, the credit card policy and section 94 of the constitution can be obtained if desired in the commission office by contacting the county commission.

Capital Expenditures-Goods and Services

Competitive Bid Law

Equipment and Labor: Ala code 41-16-50(a) provides that all expenditures of funds for the following purchases shall be pursuant to competitive bid if the purchase will be \$15,000 or more:

Labor, services, work,

Purchase of materials, equipment, supplies or other personal property

Lease of materials, equipment, supplies or other personal property

Public Works Law

Contract of \$50,000 or more. Must be advertised in newspaper of general circulation.

This would apply construction or repairs of buildings roads and other infrastructure. If less than \$50,000 this would not apply.

Federal Procurement:

If federal funds are used to commission must follow the federal procurement guidelines found in (Circular 200).

The commission adopted these guidelines in FY 2019 in the county commission meeting.

Fixed Asset Management

1.A permanent property database is to be maintained by the Commission for all fixed assets purchased that meet the threshold for capitalization.

Threshold:	Infrastructure Roads	\$250,000.00
	Infrastructure Bridges	\$ 50,000.00
	Buildings & Improvements	\$ 50,000.00

Note: The Water department is maintained on a separate accounting system and they capitalize everything over \$500.00 due to the structure of that business, all pipe, meters couplings etc are treated as improvements.

- * The database contains the following information:
 - * date of purchase
 - * description of item purchased
 - * received by donation or purchased
 - * cost or fair market value on the date receipt
 - * donor or funding source, if applicable
 - * funding source restrictions on use or disposition
 - * identification/serial number (if appropriate)
 - * depreciation period
 - * vendor name and address
 - * warranty period, inventory tag number (all fixed assets are assigned an asset number)

At least annually, a physical inspection and inventory should be taken on fixed assets and reconciled to the general ledger balances. Adjustments for dispositions should be made.

The CAO should be informed of any material changes in the status of property and equipment. This should include changes in location, sale of, scrapping of and/or obsolescence of items and any purchase or sale. If being sold the commission must declare it surplus.

3. All personnel records are to be kept locked in a locking file cabinet in the Personnel office. Access to these files other than by the CAO or Commission, should be requested in writing to the H.R. manager.

Financial Reporting

Reports:Quarterly

The CAO should prepare at least quarterly a set of financial reports for the commission . The reports should include: a statement of income and expenses for each department ; a consolidated income and expense report which show all departments combined; a budget-to-actual report for all accounts included in the annual operating budget; a list of deferred and receivable funds, and a cash flow projection .

Annual Reporting/Check list

Prior to closing out the year the CAO will accrue or adjust liabilities for:

Accrue 100% of vacation earned-includes Salaries, benefits and taxes

Accrue 50% for sick time earned.-includes Salaries, benefits and taxes

Accrue the outstanding claims liability for Employee health care (BX)

Accrue Salaries and benefits paid in the new fiscal year but earned in the prior year

Adjust the OPEB or Pension liabilities based on actuarial studies.

Balance inventory to capital purchases and dispositions

Record the gain or loss on the sale of assets.

Review receivables and payables to ensure revenue or expense was accrued if earned in the prior year(threshold over \$5,000).

Review prior accruals of receivables and payables to verify they have cleared.

Review fund balances to ensure there is not a negative fund balance,

If one exist make the necessary cash transfers to eliminate it.

Prepare the FY financial statements to be published in the local newspaper prior to December 31,XXXX .

Grant Compliance

1. When a new grant is received or renewed, a copy of the executed grant must be forwarded to the Commission office.
2. Accounting will set up a permanent file for the grant and maintain the contract along with any other financial correspondence regarding the grant.

3. It is the commission's responsibility to review the grant contract and extract any fiscal items which must be complied with by COC. Typically, for government grants, reference will be made to various publications put out by the Office of Management and Budget (OMB) and the Comptroller General=s Office to which COC is responsible for adhering.

Fiscal Policy Statements

1. All cash accounts owned by the Cullman County Commission (COC) will be held in financial institutions which are federally insured and are members of the SAFE program..
2. All capital expenditures which exceed \$5,000.00 (vehicles & equipment) \$50,000.00 (Bridges and buildings) \$250,000.00 (for roads) will be capitalized
3. No salary advances will be made under any circumstances.
4. No travel cash advances will be made except under special conditions and preapproved by the Commission.
5. Fiscal Management personnel are required to take annual vacation which will not interfere with fiscal procedures. Variances to this policy shall be made in special circumstances, with written permission from their department head.
6. It is the policy of Cullman County Commission to reimburse out of pocket expenses only when supporting documentation has been presented for approved costs incurred.
7. It is the policy of COC to establish pay rates.
8. It is the goal of Commission to maintain a minimum of three months of cash reserves for both the Governmental Fund and Enterprise Funds.
9. The commission will ensure funds are separated and maintained according to State and Federal mandates.. A full computerized ledger accounting system will be maintained. Monthly and quarterly financial statements including Balance Sheet and Statement of Revenues and Expenses will be available for review when requested.
10. All checks issued will have two signatures. Either the chairman and an associate or two associates.
11. Bank statements will be reconciled monthly in order to account for any outstanding or lost checks.
12. Expense reports will be maintained which will disclose the nature of expenses, and the dates incurred.
13. Separate files will be maintained for each bank account and each vendor. Files will be kept separately for each fiscal year.
14. Correction fluid should never be used in preparing or any accounting documents.

New Commissioner's Elected

Checklist

After a new election where new commissioners are elected the following procedures will be performed.

1. The Commission shall approve new signers to each bank account.
2. The Commission shall approve any new and necessary bank accounts.
3. As required, new signers shall complete the appropriate signature card.
4. Name, address and telephone directory of new commissioners will be obtained for the accounting and auditing staff.
5. A review of the current operating procedures should be made with the new commissioners.
6. All financial institutions should be notified of any changes to the authorized signers of the accounts..

Computer System Backup Procedures

1. The IT department within the COC is responsible for backing up the hard drives of the accounting system at the close of business each day.
2. Each day the next sequentially ordered tape should be used to back up the accounting files. Complete, not incremental, backups should be done.
3. When a tape is ready to be replaced, a newly formatted tape should be labeled with the day's date. The old tape should be discarded.
4. The IT supervisor should lock up the tapes in a secure area. All tapes should be kept secure at all times.
5. As mentioned, backup tapes should be produced and stored off premises by the COC for safeguarding.

This was the procedure on DELTA. As of March 2018 we transitioned to Harris Smartfusion and is stored in the cloud by Harris.

Risk Assessment

Please select only one checkbox for each question.

Subrecipient:		
Does the agency receive ≥ 25% in non-Federal funding?	Less than 25% in non-Federal Funding	<input type="checkbox"/>
	25% - 50% in non-Federal Funding	<input type="checkbox"/>
	> 50% in non-Federal Funding	<input checked="" type="checkbox"/>
Non-Profits Only: Does the agency seek additional funding through regular fundraisers?	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>
If no, please explain.		
Is the entity new to operating or managing state and/or federal funds (has not done so within the past 5 years)?	Yes	<input type="checkbox"/>
	No	<input checked="" type="checkbox"/>
If yes, please explain.		
Is this program new for the entity (managed for fewer than 3 years)?	Yes	<input type="checkbox"/>
	No	<input checked="" type="checkbox"/>
Has there been high staff turnover or agency reorganization that affects this program?	Yes	<input type="checkbox"/>
	No	<input checked="" type="checkbox"/>
Are the staff assigned to the program inexperienced with the program (worked with the program for less than 2 funding cycles)?	Yes	<input checked="" type="checkbox"/>
	No	<input type="checkbox"/>
Does the agency have a new Executive Director and/or new Financial Officer (within last 2 years)?	Yes	<input checked="" type="checkbox"/>
	No	<input type="checkbox"/>
Does the agency/entity have or previously had a lawsuit(s) filed against them (within the last five years)?	Yes	<input type="checkbox"/>
	No	<input checked="" type="checkbox"/>

If yes, please explain.

Has any of the agency's staff been jailed, convicted of a felony, or are currently under criminal investigation?	Yes	<input type="checkbox"/>
	No	<input checked="" type="checkbox"/>

If yes, please explain.

Is the agency/entity currently or previously been suspended or debarred?	Yes	<input type="checkbox"/>
	No	<input checked="" type="checkbox"/>

If yes, please explain.

Does the agency have a financial management system in place to track and record the program expenditures? (ex: QuickBooks, Peachtree, or Custom Proprietary System)	Yes	<input checked="" type="checkbox"/>
	No	<input type="checkbox"/>

Does the accounting system identify the receipts and expenditures of program funds separately for each award?	Yes	<input checked="" type="checkbox"/>
	No	<input type="checkbox"/>

Does the agency have loans to help meet its cash needs?	\$0	<input type="checkbox"/>
	≤ \$50,000	<input type="checkbox"/>
	> \$50,000	<input checked="" type="checkbox"/>

N/A

Is the agency delinquent in paying any obligations?	Yes	<input type="checkbox"/>
	No	<input checked="" type="checkbox"/>

Has it been more than one year since the agency	Yes	<input type="checkbox"/>
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received a single audit? (If required)	No	<input checked="" type="checkbox"/>
If yes, please explain.		

Were there any audit findings?	Yes, 5+	<input type="checkbox"/>
	Yes, 1 - 4	<input type="checkbox"/>
	No	<input checked="" type="checkbox"/>
If yes, please explain.		

ALABAMA - DEPARTMENT OF REVENUE - SALES AND USE TAX RULES
Code of Alabama 1975, Sections 40-23-31 and 40-23-83

G27-161
G27-162

G27-161 (810-6-3-.69.02)
State, County, City, Sales to

The State of Alabama and counties and cities of the state have a specific exemption from the payment of sales and use tax on any of the property they purchase or use. Note, however, that a sale to the state or to a county or city of the state is a transaction where the property is sold as the result of an order issued by an official of one of these bodies having authority to make such purchases and acting in his official capacity and, by issuing the order, obligates the agency of which he is an official for the payment of the purchase price. (Readopted through APA Code effective October 1, 1982) (Section 40-23-4(11))

G27-162 (810-6-2-.92.02)
State, County and City, Sales made by

(1) The counties and cities of the State of Alabama and the agencies and the instrumentalities thereof are not required by the provisions of the Sales Tax Law to collect or to pay the Department of Revenue sales tax because of sales of tangible personal property made by them, except those institutions of higher learning operated by the cities and the counties must pay sales tax on sales made by them.

(2) The Sales Tax Law by specific provisions requires educational institutions operated by the State and the cities and the counties of the State to collect and remit to the Department of Revenue the tax levied on admissions to athletic contests. (Section 40-23-2(2))

(3) The Sales Tax Law also requires the State of Alabama and all of its agencies or instrumentalities to collect and remit to the Department of Revenue the sales tax levied on sales of tangible personal property. (Readopted through APA Code effective October 1, 1982) (Section 40-23-2(1))

Application Information

Instructions:

- Complete the applicable fields on each page.
- Note that some fields may be required, but if they are not relevant to your agency or the program, a response of "NA" is acceptable.
- Also, the "save" button is located in the upper right hand corner of each page.
- After completing each application section the "save" button must be pressed in order to keep the submitted information and move to the next page.

Organization Information

Name	Cullman County Commission	E-Mail	jbullard@co.cullman.al.us
Phone No.	(256) 736-2434	Address	500 2ND AVE SWRM 105
UEI Number:	J8QMAA1TCUK3	SAM Expiration Date	02/06/2026
Organization Type	Police/Fire Department	Debt Subject to Offset	No

Continuation of Prior Program
 New **[X]**
Implementing Agency

If the applicant is not implementing the project, please enter the name of the implementing agency, address, and point of contact for the implementing agency.

Agency Name
Agency Street Address

City	Cullman County Sheriff's Department	State	1910 Beech Ave SE	Zip
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Contact Person:	Cullman	Alabama	35055
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First Name Matthew

Last Name Kinsland

E-mail mkinsland@co.cullman.al.us

Phone No. (256) 736-2434

Authorizing Official

Select the individual authorized to enter into binding commitments on behalf of the applicant. The official will normally be the Board President or the chief officer of the agency or governmental unit involved; i.e. Mayor, County Commission Chairman, City Council President, State Department Director, President of the Board of Directors.

Jeff Clemons

Title	County Commission Chairman	Address	325 2nd Street SE
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Phone No. (256) 736-2434

E-mail jclemmons@co.cullman.al.us

Project Director

Select the individual who combines knowledge and experience in the project area with abilities in administration and supervision of personnel. The project director will also be expected to devote the necessary amount of time to ensure the effective management the project.

Matthew Kinsland

Title	Project Coordinator	Address	500 2ND AVE SWRM 105
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Phone No. (256) 736-2434

E-Mail mkinsland@co.cullman.al.us

Financial Officer

Select the individual who will be responsible for fiscal matters relating to the project, and in ultimate charge of accounting, management of funds, verification of expenditures, and grant financial reports.

John Bullard

Title County Administrator

Address 500 2ND AVE SW RM 105

Phone No. (256) 775-4925

E-Mail jbullard@co.cullman.al.us

List your active memberships:

N/A

Project Description

Instructions:

- Identify the areas served and overview of this project.

Project Name*	<i>Upgrade of Sheriff's Department Radios</i>	Project Start Date*	<i>01/05/2026</i>	Project End Date*	<i>07/31/2026</i>
What is your service area for this project?*	Statewide	County	<input checked="" type="checkbox"/> <i>[X]</i>	Municipality	<input type="checkbox"/> <i>[]</i>

County

Cullman County

Project Summary

(suitable for a news release pertaining to this project)

This project seeks to enhance public safety communication for the Cullman County Sheriff's Office through the replacement and upgrade of four (4) outdated VHF base radios. These new repeaters will form the backbone of the Sheriff's Office's Phase II communication system modernization—providing improved signal coverage, interoperability with regional law enforcement partners, and greater system reliability. The County has already completed Phase I of the project and invested local funds to begin Phase II. This grant will cover the first portion of the VHF upgrade, positioning Cullman County to continue advancing its comprehensive public safety communications system.

Statement of Problem

Instructions:

- Please include a clear, concise, and evidence-supported statement of the problem your agency is addressing and wanting to solve.

Statement of Problem.*

Cullman County law enforcement officers currently rely on radio equipment that is more than 15 years old—well beyond the typical 5–10 year lifespan of such systems. The outdated repeaters create significant coverage gaps in rural and mountainous areas of the county, hindering reliable communication between dispatch, deputies, and first responders. In multiple areas, deputies lose radio contact during critical operations, delaying response times and compromising officer safety. The current infrastructure also lacks full interoperability with partner agencies such as neighboring county sheriffs' offices, state troopers, and municipal police departments. In an era of cyber and network vulnerabilities, the system's limited redundancy poses a risk during natural disasters or cyberattacks. Without modernization, communication failures will continue to endanger officers and residents across Cullman County.

Goals & Objectives

Instructions:

- For this section please detail each project goal and its related objectives, methods and procedures, and evaluation technique.
- As a reminder: Goals are measurable benchmarks established to correct the identified problem.
- Objectives are smaller actions taken to achieve the listed goals for the project.
- Methods and procedures are the framework under which the activity will take place, (the how of the project).
- Evaluation assesses the extent to which the project accomplished its goals and objectives.
- For example, evaluating success can be achieved by examining changes in behavior, changes in public opinion about the identified problem, or quantifiable changes in data surrounding the problem.
- To add or take away goals, please click the "plus" or "minus" sign in the upper right hand corner of the window. You can also add objectives for each goal by clicking on the "plus" side of the field.

Goal:*

The primary goal of this project is to improve public safety communication throughout Cullman County by implementing modern, interoperable radio technology. This upgrade will provide dependable voice coverage, enhance coordination between multiple jurisdictions, and support long-term emergency response resilience.

Secondary goals include ensuring system compatibility with regional and statewide emergency communication networks, strengthening disaster preparedness, and reducing communication dead zones in rural patrol zones.

Objective:*

Replace four (4) obsolete VHF repeaters with new, P25-compliant digital base radios.

Improve interoperability between the Sheriff's Office and regional emergency agencies operating on VHF, LTE, and 700/800 MHz systems.

Reduce communication dead zones by at least 40% in coverage testing after installation.

Strengthen radio network reliability and efficiency to ensure continuity during power or network interruptions.

Lay the foundation for completing the remaining Phase II upgrades and eventual integration with Phase III.

Methods and Procedures:*

The Cullman County Sheriff's Office will procure and install four (4) new VHF base radio repeaters, including required duplexers, preselectors, and related hardware and cabling.

Installation will be coordinated through the County's designated communications contractor under supervision of the Sheriff's Office technical division. Each unit will replace a legacy repeater at existing radio tower sites to minimize downtime and infrastructure costs.

Upon installation, testing and calibration will be performed to ensure optimal signal strength and coverage. Technicians will document before-and-after signal performance to validate improvement metrics.

Local matching funds previously committed by the County (\$315,701) and City of Cullman (\$558,978) will support integration and system alignment with other ongoing public safety communication upgrades.

Evaluation:*

Project success will be evaluated through measurable performance benchmarks:

Field strength and signal reliability testing pre- and post-installation.

Number of coverage dead zones eliminated or reduced.

Feedback from deputies and dispatch on communication reliability.

System uptime and incident-response coordination logs after implementation.

ADECA will receive quarterly progress reports detailing installation milestones, expenditures, and performance outcomes.

Personnel

Instructions:

Select the name of the employee from the dropdown box (or select TBA if unknown), then enter position/title, salary, number of pay periods, frequency of payroll (Bi-Weekly, Semi-Monthly or Hourly), and enter the estimated percent of time devoted to the project. To add lines, click the blue addition button to the right. When completing this section, please remember the following:

- For known personnel use the actual rate of pay, if they are a salaried employee use their actual salary rate, and if they are an hourly employee use their actual hourly rate. Do not use an amount just for budgeting purposes.
- Each position title being listed should match the title listed on the corresponding job description that is included in the grant application. (Ex: If an employee's title is "Therapist" on the included job description, do not interchange therapist with the word "Counselor" on the Budget sections.
- When entering the number of pay periods for an hourly employee enter their number of hours worked not how often they get paid.
- Please ensure that all personnel on the grant have a realistic and accurate percent of time dedicated to the grant project.

Note: After you have created 25 entries, you will experience slower loading speeds. If more rows are needed, **SAVE** your form then click the **ADD** button located at the top right corner of the screen. Each personnel screen needs to be limited to 25 entries.

Name of Employee	Position / Title	Per Pay Period Salary Rate or Hourly Rate	Number of Pay Periods or Hours	% of Time Charged to Project	Annual Income / Unit Cost	Category Total	Over Allocation Exception
				%	\$0.00	\$0.00	[]
Sub Total:							\$0.00

Personnel Job Descriptions

Upload the job description for each requested position listed in the Personnel section.

Personnel Narrative Section

Provide a summary of the specific activities performed by each position as it relates specifically to this grant project. Be sure to associate the goal(s) with each position and its activities. Please include your pay schedule for the grant period to include payroll and pay dates.

N/A

Fringe

Instructions:

In the Fringe Benefit table, indicate the Budget Total with the total amount allocated for each benefit, frequency (if necessary), and the percentage rate. All fringe benefits are based on the employer's share of expenses. Use the Other Fringe section to detail other fringes or to further break out the fringes included in the Fringe Benefit table. When completing this section, please remember the following:

- Maximum amount allowed for FICA = 7.65% of salaries.
- SUI is based on the first \$8,000 of an employee's pay per calendar year. Most employees will be eligible to claim SUI in January. New employees may claim SUI upon date of hire.
- Workers' compensation is a rate unique for your agency
- Do not enter the total amount to be claimed for the grant period for a fringe benefit, then multiply that number by 100%.
- Fringe benefits that incur a flat monthly rate (i.e. health insurance, life insurance, etc.) should be allocated based on the estimated percentage of time worked on the project.

Fringe

	Budget Total	Frequency	Rate	Fringe Total
FICA Rate		%	\$0.00	
SUI Rate		%	\$0.00	
W/C Rate		%	\$0.00	
Retirement Rate		%	\$0.00	
Health Insurance Premium		%	\$0.00	
Life Insurance Premium		%	\$0.00	
Fringe Sub Total:				\$0.00

Other Fringe

Use this section to detail other fringes or to further break out fringes included in the Fringe Benefit table above. To add lines, click the blue addition button to the right.

Description	Amount	Frequency	Rate	Total
Fringe Sub Total:				\$0.00
Fringe Grand Total:				\$0.00

Law Enforcement and Traffic Safety - PS 2026

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Cullman County Commission

Fringe Narrative Section *

Indicate each type of fringe benefit included and keep in mind that the computation and justification should be explained in this section. N/A

Professional Services

Instructions:

- Detail professional services expenses by individual contract or type of individual contract.
- The Consultant Rate Threshold is \$650 per day / 81.25 per hour.
- Your rate should be itemized at the same rate identified in the actual contract.
- For professional service contracts, your quantity can be the number of hours budgeted or "1" can be entered if there is a flat contract amount.
- For professional service travel, the rate can be the mileage or per diem rate and the quantity can be the number of miles or number of days of travel.

Individual Consultants and/or Contracting Service Organizations	Rate	Quantity	Amount
Total Professional Services Expenditures:			
	\$0.00	\$0.00	

Justification

Provide detail on each professional service contract and any planned travel expenses.

N/A

Travel

Instructions:

Only employee and volunteer travel expenses should be detailed in this section. The Description for each travel line should be brief and describe the type of mileage, per diem, conference cost, etc. while the details for each budgeted item should be listed in the narrative section. When completing this subsection, please remember the following:

- Professional Services travel should be budgeted for in the Professional Services section.
- Out-of-state travel is restricted to the Continental United States and is subject to GSA.gov reimbursement rates.
- Mileage and per diem reimbursement rates will not be reimbursed beyond the most restrictive reimbursement rates.
- All travel should be for this grant project.
- Use the add rows button for additional travel costs.

Mileage

Description	Miles	Rate	Amount
-------------	-------	------	--------

\$0.00

Per Diem

Description	Days	Rate	Amount
-------------	------	------	--------

\$0.00

Conference Cost

Description	Amount
-------------	--------

Other

Law Enforcement and Traffic Safety - PS 2026

2026-DJ-LC-306

Cullman County Commission

Description	Unit	Rate	Amount
			\$0.00
Total Travel:			\$0.00

Travel Narrative

Please be detailed in your explanation of each travel line you list, including the positions or types of positions that may request reimbursement for travel.

N/A

Operating Expenses

Instructions:

- Provide a brief description for each operating line/item (Rent, Office Supplies, Telephone/Cable, etc.).
- Expenses that are used to accomplish other functions of the agency should be allocated appropriately among all funding sources.
- If the item cannot be quantified, put "1" in the "Quantity" box. Any items that can be quantified should be budgeted at their per unit expense.
- Use the add row button to add additional operating expenses.

Description	Amount
-------------	--------

Indirect Cost

In the description box select whether you have federally negotiated rate or the de minimis indirect costs rate. Then enter your indirect cost rate and the base amount to apply indirect cost towards.

Description	Rate %	Base Amount	Amount
			\$0.00
Total Operating Expense:			\$0.00

Operating Narrative

Operating Narrative Section*

Provide complete details for each line item listed above. As necessary, be sure to show cost calculations demonstrating how you arrived at the amount requested and detail the basis for allocating any line item.

N/A

Equipment

Instructions:

- Must be itemized.
- This section can include lease or rental equipment.
- Any item less than \$5,000.00 per unit can be included under the "Operating Expense" section.

Description	Quantity	Unit Price	Amount
Base Radio, GTR	4	\$37,500.00	\$150,000.00
Total Equipment Expense:			\$150,000.00

Justification*

Provide details justifying the need for each piece of equipment. As necessary, be sure to show cost calculations demonstrating how you arrived at the amount requested and detail the basis for allocating any line item.

The requested equipment is critical to replace aging infrastructure that has exceeded its operational lifespan. The total estimated cost for four (4) new VHF base radios and required accessories is approximately \$99,000. The additional grant funds requested will support installation, calibration, and testing expenses, bringing the total project cost to \$150,000.

This equipment is essential to ensuring reliable and interoperable communication for deputies and first responders, directly supporting the safety of the community and law enforcement personnel. By upgrading these communication components, the Sheriff's Office will significantly enhance coverage, reduce downtime, and strengthen coordination during emergency responses across Cullman County.

Budget Summary

Instructions:

- This page is the overall financial summary of your project. To ensure this page's accuracy, please **SAVE** this page at least one time after all other budget line items have been completed and saved.

Budget Categories	Budget	In-Kind Match
A. Personnel	\$0.00	\$0.00
B. Fringe	\$0.00	\$0.00
C. Professional Services	\$0.00	\$0.00
D. Travel	\$0.00	\$0.00
E. Operating Expenses	\$0.00	\$0.00
F. Equipment	\$150,000.00	\$0.00
Total:	\$150,000.00	\$0.00

Total Cash Match: \$0.00

Miscellaneous Attachments

Instructions:

Click on the name of documents to be taken to the most recent version of each form.

The forms can then be saved and uploaded by clicking the "select" button.

Any attachments not specifically listed can be entered under the "Other Attachments" section.

Disclosure Statement

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. The form must be signed, dated, and notarized prior to submission. Complete all lines as indicated. If an item does not apply, denote N/A (not applicable).

Certification Regarding Debarment Suspension Ineligibility & Involuntary Exclusion

This form is used to ensure that an agency is not suspended or otherwise excluded from receiving federal funding. This form must be completed and signed.

Certification Regarding Lobbying

This form certifies compliance with federal restrictions on lobbying. The Certification Regarding Lobbying must be completed and be signed by the Authorizing Official for grant awards in excess of \$100,000.

Certification Regarding Drug Free Workplace Requirements

This form certifies that the subrecipient will provide a drug-free workplace. Certification Regarding Drug-Free Workplace Requirements form must be completed and signed.

Equal Employment Opportunity Certification

Compliance is required with federal laws which prohibit discrimination on the basis of race, color, national origin, religion, sex, age or disability. The Equal Employment Opportunity Program Certification must be completed and signed by the Authorizing Official.

Financial Questionnaire

This questionnaire is a tool designed to assist both the subgrantee and the LETS staff in assessing the subgrantee's management capabilities. Subrecipient organizations are expected to have certain systems, policies, and procedures in place for managing their own funds, equipment, and personnel. The questionnaire must be completed and signed.

Risk Assessment Questionnaire

This questionnaire is a supplemental tool for completing a full risk assessment. A risk assessment must be conducted on each applicant before an award can be made. A higher risk rating may require additional grant requirements or special conditions. All assessments are unique and are handled on a case-by-case basis.

Board of Directors

Upload your list of the current Governing Body and their contact information.

Organization Chart

Upload your Organizational Chart as it relates to this project.

e-Verify

You will need to upload the E-Verify MOU first page, signature page, page that includes the TIN number (FEIN), and any company profile pages that may be applicable such as the page listing multiple sites. E-Verify is an Internet-based system that compares information from an employee's Form I-9, Employment Eligibility Verification, to data from U.S. Department of Homeland Security and Social Security Administration records to confirm employment eligibility. You can enroll in E-Verify through <http://www.uscis.gov/e-verify>.

10% De Minimis Certification

In order to use the 10% de minimis rate for indirect cost, an agency must have never received a negotiated indirect cost rate. If an agency elects to use the 10% de minimis rate, then the applicant must upload this certification form.

[Beason Hammon Form](#)

[Interagency Consultation Agreement](#)

[Confidential Acknowledgement Form](#)

Civil Rights Compliance Checklist

Death in Custody Reporting Act Certification

[Letters of Support](#)

[Other](#)

Please upload any other necessary documents here. Add rows for each separate document.

Supplemental Information

Please upload any other necessary documents here. Add rows for each separate document.

Description: N/A

Risk Assessment Questionnaire

Instructions:**Does the agency receive 25 % or greater in non-Federal funding?***> 50% in non-Federal Funding***Please explain:****Is the entity new to operating or managing state and/or federal funds (has not done so within the past 5 years)?****No****Is this program new for the entity (managed for fewer than 3 years)?****No****Has there been high staff turnover or agency reorganization that affects this program?****No****Are the staff assigned to the program inexperienced with the program (worked with the program for less than 2 funding cycles)?****No****Does the agency have a new Executive Director and/or new Financial Officer (within the last 2 years)?****No****Is the agency/entity currently or previously been suspended or debarred?****No****Does the agency have loans to help meet its cash needs?****\$ 0****Has it been more than one year since the agency received a single audit (if required)?****No****Were there any audit findings?****No**



State of Alabama Disclosure Statement

(Required by Act 2001 - 955)

Entity Completing Form
Cullman County Commission

Address

500 2nd Ave SW

City, State, Zip

Cullman, AL 35055

Telephone Number

(256) 736-2434

State Agency / Department that will receive goods, services or is responsible for the grant award

Alabama Department of Economic and Community Affairs

Address

401 Adams Avenue / P.O. Box 5690

City, State, Zip

Montgomery, AL 36103-5690

Telephone Number

334-242-5897

This form is provided with:

Contract

Proposal

Request for Proposal

Invitation to Bid

Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency / Department in the current or last fiscal year?

Yes

No

If yes, identify below the State Agency / Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

State Agency / Department	Type of Good or Service	Amount Received

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency / Department in the current or last fiscal year?

Yes

No

If yes, identify the State Agency / Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

State Agency / Department	Date Grant Awarded	Amount Received

1. List below the name(s) and address(es) of all public officials / public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

Name of Public Official/Employee	Address	State Department/Agency

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

Name of Family Member	Address	Name of Public Official / Public Employee	State Department/ Agency Where Employed
-----------------------	---------	-------------------------------------------	-----------------------------------------

If you identified individuals in items one and /or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

Name of Paid Consultant/Lobbyist	Address
----------------------------------	---------

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000, is applied for knowingly providing incorrect or misleading information.

full disclosure
Signature
Miranda Hood
Notary's Signature

11/3/25
Date
11/3/25
Date



Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

State of Alabama
Department of Economic and Community Affairs
Law Enforcement and Traffic Safety Division

Equal Employment Opportunity Program Certification

I, _____ (Authorized Official), certify that the Applicant/Subgrantee

has formulated an Equal Employment Opportunity Program in accordance with 28 CFR 42.301, et seq., subpart E, and that it is on file in the office of:

Name: _____
Title: _____

for review or audit by officials of ADECA or the Grant Agency as required by relevant laws and regulations

(Signature of Authorized Official)

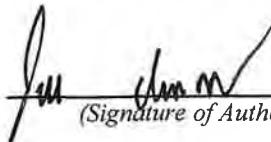
(Date)

NOTE: If your organization is required to develop an EEOP plan, the above certification must be completed. If a plan is not required, then the below certification must be completed. The signed certification must be returned to ADECA Law Enforcement and Traffic Safety Division.

I, Jeff Clemons _____ (Authorized Official), certify that the Applicant/Subgrantee

Cullman County Commission

is not required to formulate an Equal Employment Opportunity Program in accordance with relevant laws and regulations


(Signature of Authorized Official)

11/3/25
(Date)

State of Alabama
Department of Economic and Community Affairs
Law Enforcement and Traffic Safety Division
Financial Questionnaire

Section I. General Information

1. Subgrantee:	Cullman County Commission	Subgrant Number:	
2. Financial Officer:	John Bullard	Telephone Number:	256-775-4925
3. Contact Person:	Matt Kinsland	Telephone Number:	256-736-2434

The financial responsibility of subgrantees must be such that the subgrantee can properly discharge the public trust that accompanies the authority to expend public funds. Adequate accounting systems should meet the criteria outlined in the appropriate federal/state regulations, the ADECA Law Enforcement and Traffic Safety policy letters, and meet the following criteria.

- (1) Accounting records should provide information needed to adequately identify the receipt of funds under each subgrant awarded and the expenditure of funds for each subgrant, for each action program and for each subgrant awarded by the State
- (2) Entries in accounting reports should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
- (3) The accounting system should provide accurate and current financial reporting information.
- (4) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.

Section II. Accounting System

1.	<input type="checkbox"/> Manual	<input type="checkbox"/> Automated	<input checked="" type="checkbox"/> Combination	Which best describes the accounting system?
2.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Does the organization use a double entry system in accounting for program funds?	
3.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Does the accounting system identify the receipt and expenditures of program funds separately for each subgrant?	
4.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Does the accounting system provide for the recording of expenditures for each subgrant by the component project and budget cost categories shown in the approved budget?	
5.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Are time distribution records maintained for an employee when his/her effort can be specifically identified to a particular cost objective?	
6.	Does the accounting / financial system include budgetary controls to preclude incurring obligations in excess of:			
	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	a. Total funds available for a subgrant?	
	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	b. Total funds available for a budget cost category (e.g., Personnel, Travel, Operating Expense, etc.)	
7.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Is the organization generally familiar with the existing regulations and guidelines containing the cost principles and procedures for the determination of allowance of costs in connection with Federal contracts/grants/subgrants?	

Financial Questionnaire (continued)

Subgrantee: Cullman County Commission
Subgrant Number: _____

Section III. Fund Control

1. Yes No Is a separate bank account maintained for subgrant funds?
2. Yes No If Federal subgrant funds are commingled with organization funds, can the Federal subgrant funds and related costs and expenses be readily identified?
3. Yes No Are the officials of the organization bonded?

Section IV. Additional Information

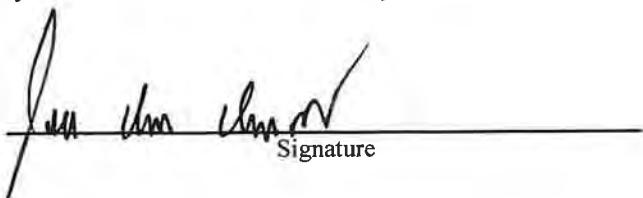
Yes No Did an independent certified public accountant (CPA) ever examine the financial statements?

1. Date of the last audit _____
2. Dates covered by the last audit From _____ to _____
3. Date of the next audit _____
4. Dates covered by the next audit From _____ to _____

Use the following space for any additional information. Indicate the section and item numbers if there is a continuation.

Section V. Applicant Certification

I certify that the above information is complete and correct to the best of my knowledge


Signature

11/3/25
Date

Chairman _____
Title _____

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

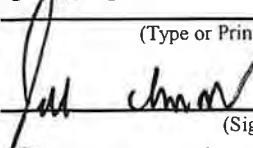
- 1 By signing and submitting this proposal, the prospective lower-tier participant is providing the certification set out below.
2. This certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant a lower tier covered transaction that is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

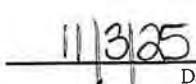
This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 28 CFR Part 67, Section 67.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160 - 19211)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in these certification, such prospective participant shall attach an explanation to this proposal.

Jeff Clemons

(Type or Print Name and Title of Authorized Representative)


(Signature of Authorized Representative)


Date

Cullman County Commission

(Name of Organization)

500 2nd Ave SW, Rm. 105, Cullman, AL 35055

(Address of Organization)

Certification Regarding Drug Free Workplace Requirements Grantees Other Than Individuals

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67, subpart F. The regulation, published in the January 31, 1989 Federal Register, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment (see 28 CFR part 67, Sections 67.615 and 67.620).

The grantee certifies that it will provide a drug free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (b) Establishing a drug free awareness program to inform employees about --
 1. The dangers of drug abuse in the workplace.
 2. The grantee's policies of maintaining a drug free workplace.
 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 1. Abide by the terms of the statement.
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 1. Taking appropriate personnel action against such an employee, up to and including termination.
 2. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Place(s) of Performance: The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (Street Address, City, County, State, Zip Code):

1910 Beech Ave SE Cullman Cullman AL 35055

Street Address City County State Zip Code

Street Address City County State Zip Code

Street Address City County State Zip Code

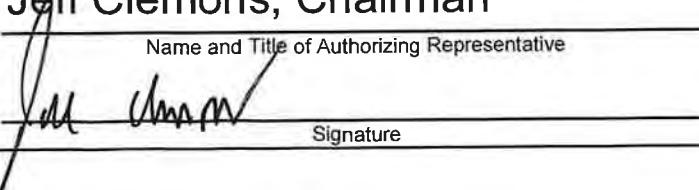
Cullman County Commission

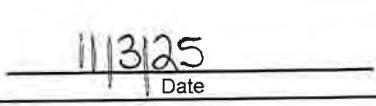
Organization Name

Applicant or Grant Number

Jeff Clemons, Chairman

Name and Title of Authorizing Representative


Signature


Date

Certification Regarding Lobbying

Each applicant shall file this certification and disclosure form if applicable, with each submission that initiates agency consideration of such applicant for an award of a Law Enforcement and Traffic Safety contract, grant or cooperative agreement of \$100,000 or more

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here _____ and complete and submit Standard Form #LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.


Signature of Authorized Official

Chairman
Title

11/3/25
Date



Cullman County Public Library

November 4, 2025

Dear Cullman County Commission,

The Cullman County Public Library appreciates -and depends on- the support of both Cullman City and Cullman County for the maintenance and upkeep of our building as we are not allowed to use any State Aid funds for building maintenance. We strive to be good stewards of all funds received and use them to serve the citizens of our community to the best of our ability.

I am writing to respectfully request \$15,000 of county funds to accompany a RC&D Council grant recently awarded to the library for the renovation of our public restrooms. These restrooms, built in the 1960's do not meet ADA requirements. While the RC&D Council grant will cover a portion of the expenses, additional funding is needed to complete the project and bring the facilities into compliance. The grant funds must be used between October 1st and June 30th.

The total estimated project cost for this bathroom renovation is \$53,000. I am asking for your consideration of \$15,000 to partner with the library to complete this much needed project. I am asking for \$15,000 from the City of Cullman and for \$15,000 from Cullman County Commission to accompany the awarded grant funds. With the grant funds and your commitment to help, we will be able to begin construction as soon as possible.

Please feel free to stop by the library and I will be glad to show you the current state of our public restrooms as well as answer any further questions you may have about this project.

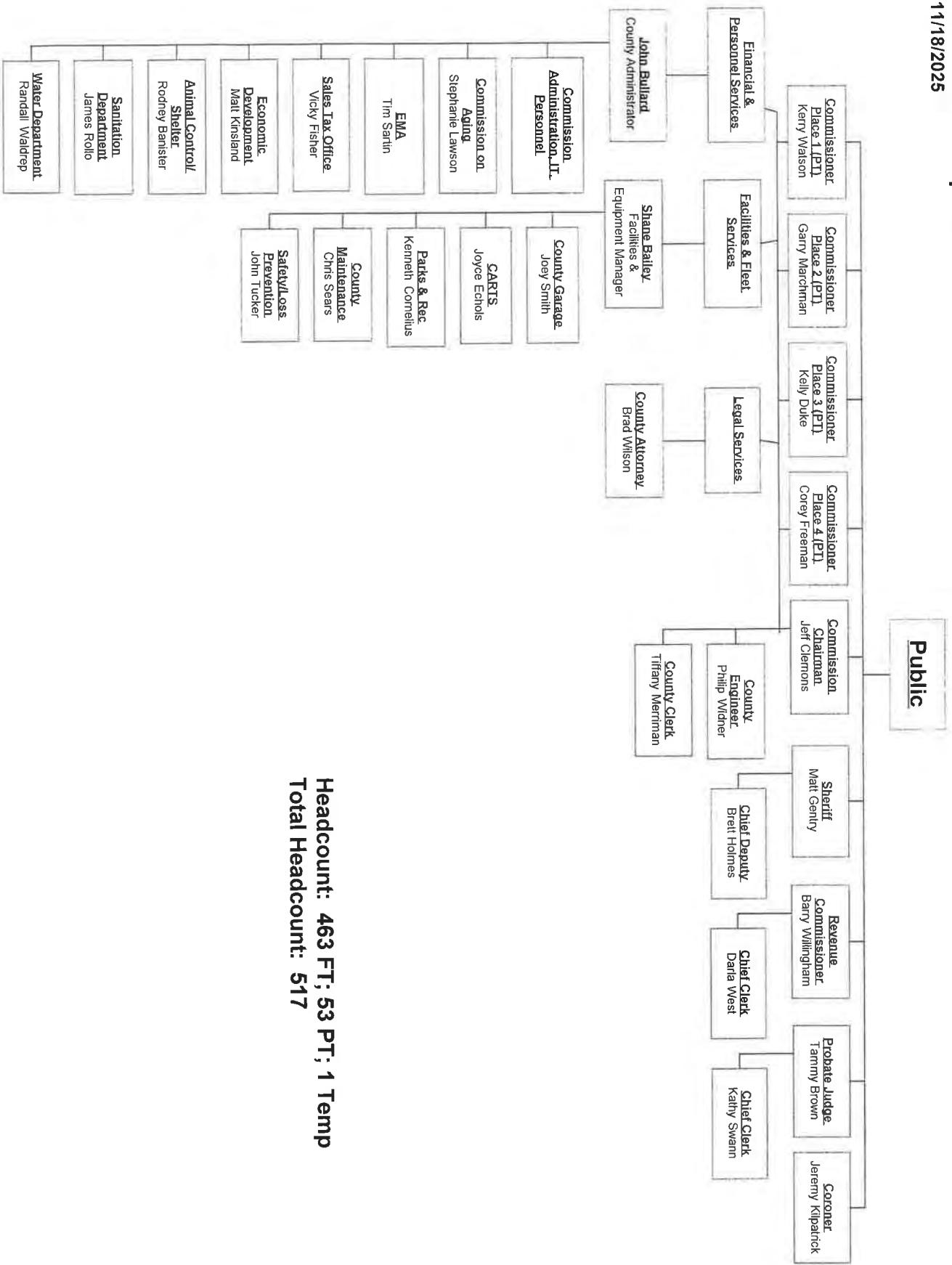
Thank you for your time and consideration.

Sincerely,

Amber Thornton-Director, Cullman County Public Library System

CULLMAN COUNTY COMMISSION OVERVIEW Proposed

11/18/2025



Headcount: 463 FT; 53 PT; 1 Temp
Total Headcount: 517



Sanitation Department

James Rollo

Animal Control Shelter

Rodney Banister

Economic Development

Matt Kinsland

Safety Loss Prevention

John Tucker

Sales Tax Office

Vicky Fisher

County Maintenance

Chris Sears

EMA

Tim Santin

Commissioner IT Personnel

Commissioner on Aging

Stephanie Lawson

CARS

Joyce Echois

Parks & Rec

Kenneth Cornelius

Commissioner Place 1 (PT) Kelly Wilson

Commissioner Place 2 (PT) Garry Marchman

Commissioner Place 3 (PT) Kelly Duke

Commissioner Place 4 (PT) Corey Freeman

Commission Chairman Jeff Clemons

Sheriff Matt Gentry

Revenue Commissioner Barry Willingham

Probate Judge Tammy Brown

Coroner Jeremy Kilpatrick



AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between the **Cullman County Commission** (Owner) and **Three Notch Group, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Project R981924001 – Cullman County SS4A Safety Action Plan** (Project). Engineer's services under this Agreement (Services) are generally identified as **data analysis, public involvement, safety action plan preparation**.

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services as outlined in its Scope of Work Document, dated November 11, 2025 and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.

1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.

- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. **Invoices:** Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. **Payment:** As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. **Failure to Pay:** If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. **Reimbursable Expenses:** Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges with the external expenses multiplied by a factor of 1.15.

E. Basis of Payment

- E.1 **Lump Sum:** Owner shall pay Engineer for Services as follows
 - a. A Lump Sum amount of \$300,000.00
 - b. In addition to the Lump Sum amount, reimbursement of the following expenses:
None
 - c. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period
- E.2 **Additional Services:** For Additional Services, Owner shall pay Engineer either a lump sum amount or an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times Engineer's hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Additional Services. If Additional Services are warranted, the proposed fees and fee structures will be submitted in an Amendment and shall be agreed upon by both parties prior to beginning any Additional Services.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of Undisclosed Constituents of Concern. Constituents of Concern are defined as —Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Either Party may terminate this Agreement for convenience, effective upon 7 days after receipt of written notice from the terminating party.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the

effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Contractor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Contractor to comply with laws and regulations applicable to that Contractor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Contractor.
- C. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless documented by Engineer or for use on cause by

Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;

G. **Indemnification by Engineer:** To the fullest extent permitted by Law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, in 6.01.J. "Limitations of Liability."

H. **Indemnification by Owner:** To the fullest extent permitted by Law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

I. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

J. **Waiver of Damages; Limitation of Liability:** To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's applicable insurance policies (see Exhibit C – Insurance attached hereto and incorporated herein).

K. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

- L. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the parties may exercise their rights at law.
- M. This Agreement is to be governed by the laws of the state in which the Project is located.

7.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 7.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement
2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party

8.01 Total Agreement

A. This Agreement, including any expressly incorporated attachments, constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments

Exhibit A, Scope of Work Document, dated November 11, 2025

Exhibit B, Omitted

Exhibit C, Insurance

EXHIBIT A



November 11, 2025

Honorable Jeff Clemons
Chairman, Cullman County Commission
500 Second Avenue SW, Room 105
Cullman, AL 35055

**Re: Proposal for Engineering Services
 Cullman County SS4A Safety Action Plan
 Cullman County, Alabama**

Dear Chairman Clemons:

Three Notch Group, Inc. (Three Notch) is pleased to submit this proposal for the professional engineering services for the above-mentioned project. This project will create a Safety Action Plan (SAP) to provide a unified vision for Cullman County Roads and outline actionable, high-impact projects for the Cullman County Commission to implement. Under the SAP all existing county routes will be reviewed to identify high-risk locations and factors contributing to crashes. The project team will then review and prioritize countermeasures to address the identified high-risk locations before developing an implementation plan for use by the Cullman County Commission. The SAP will be developed according to SS4A guidelines in order to qualify the applicant for SS4A Implementation Funds.

Primary phases of work are expected to include the following and are discussed in more detail below:

- Task 1 – Project Initiation and Planning Structure
- Task 2 - Safety Analysis and Needs Identification
- Task 3 - Engagement and Collaboration (Phase 1: Needs Assessment)
- Task 4 - Policy and Process Review/Recommendations
- Task 5 - Strategy and Project Selection (Implementation)
- Task 6 - Engagement and Collaboration (Phase 2: Validation and Buy-in)
- Task 7 - Progress Transparency and Finalization

This Agreement's Effective Date is _____.

Owner:

Cullman County Commission
(name of organization)

By: 
(authorized individual's signature)

Date: _____
(date signed)

Name: Honorable Jeff Clemons
(typed or printed)

Title: Chairman
(typed or printed)

Address for giving notices:

500 Second Avenue SW, Room 105
Cullman, AL 35055

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

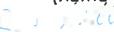
Address:

Phone: _____

Email: _____

Engineer:

Three Notch Group, Inc.
(name of organization)

By: 
(authorized individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

11 W Court Square
Andalusia, AL 36420

Designated Representative:

Name: Mr. Matt Hawes, PE
(typed or printed)

Title: Transportation Practice Leader
(typed or printed)

Address:

224 Broad Street, Suite 201
Gadsden, AL 35901

Phone: 256-543-9431

Email: matt.hawes@3notch.com

Task 1 – Project Initiation and Planning Structure

The project team will begin the SAP by working with County officials to identify or form a relevant task force or group committed to plan development, implementation, and monitoring the effectiveness of the SAP. During a project kick-off meeting with the newly formed task force, project scope, milestones, and schedules will be developed to guide the planning process. The task force will also assist the project team in identifying available data sources and roadway inventory information. This meeting will help the project team gather a baseline of existing planning efforts, policies, plans, guidelines or standards within the County as well as focus new data collection efforts. The task force will also be given an opportunity to identify and map all known locations where crashes seem to be occurring as well as any contributing factors in which they may be aware. The task force will set a goal to reduce roadway fatalities and serious injuries, following FHWA's Vision Zero approach. This goal will be recommended for adoption by the County Commission, likely announced via resolution or executive order, and used to guide plan development for the project.

The study area is expected to consist of all county-maintained roads in unincorporated areas. However, at the kickoff meeting, the project team will clarify the project study area to be included in the planning process for evaluation and consideration for improvements.

Task 2 - Safety Analysis and Needs Identification

To supplement task force provided data, the project team will request and inventory available crash data county wide for the years of 2018-2022 as required by the program notice of funding opportunity. Existing and future roadway and intersection improvement projects which should be considered during plan preparation will also be inventoried.

Following data collection efforts, the project team will review the existing conditions and historical trends to provide a baseline level of crashes involving fatalities and serious injuries across the county-maintained roadway system. This data will be analyzed by location, crash severity, contributing factors and crash type. This information will be geospatially mapped to identify high-risk locations for crashes, while looking for overall trends. Historical trends will also be used to inform the identification of High-Injury Networks (HIN) within the County, which are locations with historical safety concerns. Finally, data will also be delineated by underserved communities to show equity considerations in project prioritization and phasing. Road segments and intersections will be evaluated and assigned weighted risk scores to help prioritize them.

The findings of the safety analysis will be reviewed with the task force to gain alignment and validate the results, as applicable.

Task 3 - Engagement and Collaboration (Phase 1: Needs Assessment)

Three Notch will work with the task force to identify and then engage with community stakeholders within the project area. Community involvement will serve to ensure all stakeholders' concerns and support are documented and considered in preparation of the SAP. Three Notch intends to undertake this engagement phase by completing the following:

- Work with the task force to develop a specific outreach plan and support materials. These materials will be presented to the task force for review and approval as communication assets during engagement activities.
- Partner with task force members to attend community outreach events as determined in the outreach plan to advocate for public awareness and involvement, as well as secure important feedback from community stakeholders.
- Review, inventory and analyze raw public feedback received from the outreach plan activities. The documented results will be shared with the task force to gather additional insights and discuss further action items.

Task 4 - Policy and Process Review/Recommendations

Three Notch will collect and assess existing policies, plans, guidelines, and standards to identify opportunities to improve how processes or critique safety. Following this assessment, Three Notch will propose specific policy modifications and/or amendments that incorporate the Safe System approach into planning decisions and help the Client define steps for formally adopting any proposed policy revisions or new standards. Recommendations will likely take the form of recommended policy amendments and an implementation roadmap for policy changes.

Task 5 - Strategy and Project Selection (Implementation)

After gaining alignment with the task force on the safety analysis findings and approach, Three Notch will identify safety countermeasures and strategies aimed at mitigating crash occurrence. Recommendations are anticipated to include analysis of systemic and specific safety needs that best counteract the contributing factors of over-represented types of crashes. These recommendations will be inventoried, grouped into projects, and discussed with the task force to ensure alignment and agreement, utilizing task force discussion as well as feedback gathered.

from the public outreach plan, the top ten (10) projects will be selected for further countermeasure analysis and planning level cost analysis. A project summary sheet will be prepared for each of the top project selections that may be used in additional stakeholder engagement as well as further pursuit of implementation funding. Strategies and actions will be developed to assist with implementing the SAP once finalized and adopted.

Task 6 - Engagement and Collaboration (Phase 2: Validation and Buy-in)

Three Notch will lead a second phase of stakeholder engagement and collaboration following the development of the project summaries to gather additional input regarding the direction of the safety action plan. Stakeholder groups are expected to include the task force as well as County Commission representatives. Funding strategies and implementation windows can be also discussed to determine an anticipated deployment timeline. Also, a second phase of public engagement will be carried out to gain valuable feedback from the general public on the selected project areas and countermeasures. Leading priorities of the public will be gathered to determine how they align with the selected projects presented. Feedback from this engagement and collaboration phase will be reviewed, inventoried and analyzed. The documented results will be shared with the task force to gather additional insights and discuss further action items.

Task 7 - Progress, Transparency, and Finalization

The project team will prepare a draft of the SAP and complete quality control reviews. The draft of the SAP will then be provided to the task force for review and recommendation to the Cullman County Commission. The project team will also work with the Plan Development Task Force to develop a description of how progress on the plan implementation will be tracked and measured. The Cullman County Commission will consider and approve ratification of the plan by commission resolution before posting the plan on their website for public use.

Exclusions

Please note this scope of work does not include:

- Grant administration to be provided by Client
- Safety analysis of ALDOT and City maintained roadways
- Meetings in addition to those listed above
- Utility analysis, coordination, and relocation design
- PO/Plan analysis

- Detailed Engineering Design, Technical Specification or Contract Manual preparation;
- Detailed cost estimating in addition to that listed above;

INVESTMENT

Based on the noted scope of services, our proposed fees are outlined below, which are to be billed monthly as work progresses. This investment assumes that all tasks below will be performed by Three Notch. If certain tasks are performed by others, the following fees will be subject to change.

Scope of Work	Lump Sum or Hourly	Proposed Fee
Cullman County Safety Action Plan	Lump Sum	\$300,000

Again, Three Notch appreciates the opportunity to provide this proposal. Please do not hesitate to call with any questions or concerns.

Sincerely,
Three Notch Group, Inc.

Matt Hawes, PE
Transportation Practice Leader

EXHIBIT C—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.01.J of the Agreement, Insurance, is supplemented to include the following Exhibit C:

1.01 Insurance Requirements

A. In accordance with Paragraph 6.01.J of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Commercial General Liability	
General Aggregate Limit	\$2,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
Automobile Liability	
Each Accident	\$1,000,000
Professional Liability	
Each Claim	\$2,000,000
Annual Aggregate	\$5,000,000
Contractors Pollution Liability	
Each Claim	\$5,000,000
Annual Aggregate	\$5,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Occurrence	\$1,000,000

Exhibit C—Insurance

Exhibit C to EJCDC-F-020: Short Form of Agreement Between Owner and Engineer for Professional Services
Effective 1/1/2020 National Society of Professional Engineers, American Council of Engineering Companies
and American Society of Civil Engineers. All rights reserved.

SS4A Safety Plan Project_0001

Final Audit Report

2025-11-20

Created:	2025-11-19
By:	Jamie Christopher (jamie.christopher@cdge.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6y4jE-Mhnc7OnNUgbUZLNiva_j8safVi

"SS4A Safety Plan Project_0001" History

 Document created by Jamie Christopher (jamie.christopher@cdge.com)
2025-11-19 - 11:40:43 PM GMT

Document emailed to Daniel Wells (daniel.wells@3notch.com) for signature
2025-11-19 - 11:40:52 PM GMT

 Email viewed by Daniel Wells (daniel.wells@3notch.com)
2025-11-20 - 0:06:28 AM GMT

 Document e-signed by Daniel Wells (daniel.wells@3notch.com)
Signature Date: 2025-11-20 - 0:06:51 AM GMT - Time Source: server

 Agreement completed.
2025-11-20 - 0:06:51 AM GMT



Adobe Acrobat Sign



HigginbothamTM

Premium Comparison Summary

Cullman County Commission

Line of Business	24-25	25-26	Difference	% Increase
Inland Marine (Intact)	\$ 113,954.00	\$ 43,857.00	\$ (70,097.00)	-62%
Auto (EMC)	\$ 393,352.00	\$ 447,563.00	\$ 54,211.00	14%
Property (EMC)	\$ 220,974.00	\$ 270,704.00	\$ 49,730.00	23%
Wind & Hail Buy Back (RPS)	\$ 36,614.00	\$ 94,122.00	\$ 57,508.00	157%
Total Premium	\$ 764,894.00	\$ 856,246.00	\$ 91,352.00	12%



CLIENT AUTHORIZATION TO BIND COVERAGE

Cullman County Commission - CCC

Per the Proposal presented, we request Higginbotham to bind the following coverage(s):

Coverage	Premium	Accepted	Rejected
Property	\$270,704	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Automobile	\$447,563	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Inland Marine	\$43,857	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Property – WHDBB	\$94,122 (includes Taxes & Fees)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
TOTAL	\$856,246	<input checked="" type="checkbox"/>	<input type="checkbox"/>

NOTES AND OR CHANGES

1. _____
2. _____
3. _____
4. _____

AUTHORIZATION

Please be advised that the following persons/entities are authorized to act on behalf of Cullman County Commission - CCC For the purposes of cancellation and/or changes.

1. John Bullard
2. Shane Bailey
3. Heather Conn
4. Miranda Hood

Signed By: JM

Dated: November 19, 2005

STATE OF ALABAMA

COUNTY OF CULLMAN

LEASE OF REAL ESTATE

This Lease is made and entered into by NORTH ALABAMA AGRIPLEX referred to as "LESSOR", and CULLMAN COUNTY COMMISSION referred to as "LESSEE" on this the 3rd day of December, 2025.

ARTICLE 1. Lessor, for and in consideration of the covenants, and conditions herein contained to be kept, performed, and observed by Lessee, does lease and demise to Lessee, and Lessee does accept the responsibilities from Lessor, the real property described as follows:

Office Space (2,175.5 square feet) and Facilities at the following Location:

1714 Tally Ho Street
Cullman, Alabama 35055

Lessor covenants and agrees that Lessee, keeping the Covenants, conditions and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the leased property during the term of this lease without hindrance, or molestation of Lessor or any person claiming under Lessor.

ARTICLE 2. Lessee agrees to pay a lump sum of TWO HUNDRED THREE THOUSAND and 00/100 DOLLARS (\$203,000.00). Additionally, Lessee agrees to pay a pro-rata share of utilities to include electricity, water, sanitation, pest control, janitorial services and maintenance. Said Lump sum payment will be due thirty (30) days from execution of this agreement.

ARTICLE 3. This lease shall be for a term of eight (8) years beginning on April 1, 2026 and ending on March 31, 2034.

ARTICLE 4. Lessor shall maintain a policy of insurance on the building structure. Lessee will insure their personal contents, if so desired.

ARTICLE 5. Lessee shall not sublease all or any portion of the leased land or building. Notwithstanding the above, it is the intention of the Lessee to use this space to house the Cullman County Extension Office.

ARTICLE 6. Unless otherwise mutually agreed by the parties. Within ten (10) days after the termination of the lease terms, Lessee agrees to deliver possession of the above-described property to Lessor in substantially the same condition including any improvements and fixtures with reasonable wear and tear expected.

ARTICLE 7. Lessor shall not be liable for any loss or expense arising or resulting from claims upon the lessee or against the leased premises by way of any mechanic's lien or furnisher's lien for work done at Lessee's direction or under Lessee's supervision.

ARTICLE 8. Failure by Lessee to abide by any of the provisions of this lease, shall at the election of the Lessor, be considered a default of this agreement. Upon default, the Lessor shall have the right to re-enter and take possession of the premises and all monies due and owing under the terms of this lease shall become due and payable. The Lessee shall be liable for all costs occasioned by said default, including, but not limited to attorney's fees and court costs. Any and all disputes regarding interpretation or enforcement of this agreement shall be heard in the state courts of Cullman County, Alabama.

ARTICLE 9. The entire contract between the parties is contained in this instrument, which shall be binding upon and inure to the benefit of all the parties, their heirs, personal representatives, successors and assigns, and whenever the word "Lessor" is used, it shall be construed to include the heirs, successor and assigns of Lessor, and the plural as well as the singular, and the word "Lessee" shall be construed to include the successors of Lessee.

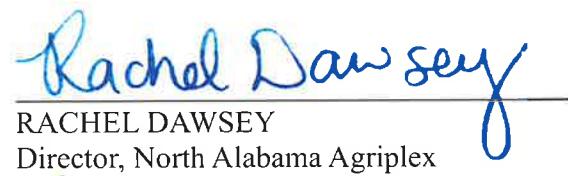
IN WITNESS WHEREOF, THE PARTIES HERETO have executed this instrument on the day and date above written.

THIS AGREEMENT is entered into on this the 3rd of December,
2025.

WITNESSES:






RACHEL DAWSEY
Director, North Alabama Agriplex


JEFF CLEMONS, CHAIRMAN



November 12, 2025

Cullman County Commission
Attn: John Bullard, County Administrator
500 2nd Avenue SW, Room 105
Cullman, AL 35055

RE: Nomination of Mr. Eli Howard as Cullman County Representative to the NARCOG Loan Review Committee

Dear Mr. John Bullard:

NARCOG's Small Business Fund serves as an essential economic development resource for Lawrence, Morgan, and Cullman counties, providing financing with favorable terms to support business expansion, job creation and retention, and private investment throughout the region. The Loan Review Committee plays a vital role in evaluating loan applications and ensuring responsible and impactful investment decisions.

Prior to the NARCOG Board of Directors meeting held on November 4, 2025, we briefly discussed the interest expressed by Mr. Eli Howard in serving as Cullman County's representative on the Loan Review Committee. We respectfully request that the Cullman County Commission consider Mr. Howard's appointment to fill the current vacancy.

Upon confirmation by the Commission, NARCOG will place the appointment on the agenda for approval at the next meeting of the NARCOG Board of Directors.

Thank you in advance for your attention to this matter and for your continued partnership in supporting regional economic development initiatives. Should you have any questions or require further information, please feel free to contact me at (938) 277-5008.

Sincerely,

A handwritten signature in blue ink that reads "Robby Cantrell".

Robby Cantrell

Executive Director

North Central Alabama Regional Council of Governments

cc: Eli Howard, Premier Bank of the South
Kara Shelnutt, Revolving Loan Fund Coordinator and Regional Planner



August 11, 2025

Chairman Jeff Clemons
Cullman County Commission
500 2nd Avenue SW, Room 105
Cullman, AL 35055

Mr. Chairman:

I would like to thank you for your continued support, and most importantly, your partnership with NARCOG. We cannot **Positively Impact** the lives of the citizens of our Region without you.

Attached, you will find our annual request for program dues and matching funds needed to continue providing services to our aging and disabled citizens, as well as technical assistance related to community and economic development projects. Your contribution will cover approximately **1.55% of our total anticipated expenses** for the next fiscal year and helps us secure millions of dollars in Federal and State funds that are directed to services throughout our Region.

Again, we greatly appreciate your partnership and friendship!

Sincerely,

Robby Cantrell
Executive Director



CULLMAN COUNTY BUDGET REQUEST

Fiscal year 2026

NARCOG Dues **\$30,753.10**

Based on the 2020 census at .35 per capita. These funds are necessary for the daily operations of the Agency.

Rural Planning Organization (RPO) Dues **\$6,512.54**

NARCOG conducts a cooperative rural transportation planning process, which provides a dialogue between local rural elected officials and the ALDOT concerning transportation related issues. The total amount due is based on federal funding availability and the county's percentage of rural population in the Region (Cullman, Lawrence, and Morgan Counties).

Aging Program Match **\$58,803.66**

Based on the 2020 Census population totals as a percentage of the total Region population (Cullman, Lawrence, and Morgan Counties). Used for required matching funds to obtain Federal funds for services provided to aging and disabled citizens.

Total funds requested for FY 2025 \$96,069.30*

The following funds are available to Cullman County for Commission on Aging operations.**

Assist with Commission on Aging Operations **\$50,250.00**

Total Funds available to Cullman County \$50,250.00**

***Payment accepted monthly, quarterly, or in one lump sum.**

**** Funds reimbursed to the County based on properly submitted documentation according to contractual agreements with the County Commission.**

North Central Alabama Regional Council of Government

**P.O. Box C
216 Jackson Street, SE
Decatur AL 35602
256-355-4515**

Invoice

**Cullman County Commission
Post Office Box 1706
Cullman AL 35056-**

08/15/2025

Invoice # : 383 Order # :

Description: Cullman County Commission Dues

Total Amount Due	<u>\$96,069.30</u>
-------------------------	---------------------------

**Please remit payment to: North Central Alabama Regional Council of Governments P.O.
Box C 216 Jackson Street, SE Decatur, AL 35601**

Project	Description	Amount
30000	NARCOG	30,753.10
33000	AGING Administration	58,803.66
37000	(RPO) Rural Planning Organization	6,512.54

Sales Quote - THIS IS NOT AN INVOICE

Quote Number 10050042

Created 11/18/2025

Bill to	Ship to	Your Contact
Cullman County Sheriff's Office	Cullman County Sheriff's Office	Quote Dept.
	Cullman County Detention	
	Center	
1900 Beech Ave	1900 Beech Ave	
Cullman, AL 35055	Cullman, AL 35055	
		Quote Valid
		Thru 11/19/2025

Customer Phone	Email Address
(256) 620-3253	dcummings@cullmansheriff.org

Quote

Item	Description	Weight (Estimated)	Unit Price	QTY	Total
 390SGL40T1N	Cleveland SGL-40-T1 Natural Gas 40 Gallon PowerPan Open Base Tilt Skillet	659.50 lbs	\$25,695.55	1	\$25,695.55
				Subtotal	\$25,695.55
				Tax	\$0.00
				Total	\$25,695.55

* Quotes must be ordered through our website.

Instruction / Additional Information

No additional information entered. * This quote is valid with original information supplied by customer. Any modification could change quoted prices.

* Please note: all prices are subject to change. Shipping charges and tax are estimated.

Quote Generated By Quote Dept.



A&H Truck & Trailer Sales, LLC

Address : 3100 2nd St Muscle Shoals, AL 35661 **Phone:** 2568104314
Email: andrewsautosales9@gmail.com

Quote for 8.5x16 V Nose Enclosed Trailer

- 7' interior height
- 080 Polycore wrinkle free siding
- Rear ramp door with spring assist
- Side walk through door with flush lock and Barlock
- 3/4" plywood floor
- 3/8" plywood walls
- Insulated ceiling
- Thermacool ceiling liner
- 4 D rings
- 40' of E trac
- 13.5k btu AC with heat strip
- 30 amp electrical package with LED lights, 2 receptacles, and life line

Total for above quoted \$10,600

Alabama Park Models, LLC.

PO Box 94
 Lynn, AL 35575
 Phone (205) 269-3492

Invoice No.**374****INVOICE****Customer**

Name
 Address Cullman County Park
 City State Zip
 Phone Fax
 Email

Misc

Date	8/25/2025
Rep	Tim Canida
Delivery E.T.A.	12-14 Weeks
Vin#	RP9AA3444SA000374

Delivery Address

Name
 Address Cullman County Park
 City State AL Zip

Qty		Unit Price	TOTAL
1	TC-332P_ 15'-0" x 34'-4" Inc. 8ft Open Porch (Hitch Shown on Floor Plan)	\$ 49,900.00	\$ 49,900.00
	Cedar Tone White Siding with Cedar Tone White Window Trimwork & White Windows	inc	
	Tobacco Stained Ceiling, White Painted Pine T&G Walls/Doors & 6" Overhang on Sides	inc	
	White Painted Trimwork, Black Hardware Thru Out & Black Springer Style Faucet	inc	
	Stainless Steel Appliances: Range 30" Electric Smoothtop, Refrigerator w/Ice Maker, Microwave V.H. Combo		
	White Cabinets (Nickel Joint Style), Butcher Block Countertop & Water Heater 30 gallon Electric		
	Double Bowl Stainless Steel Sink, Borden Creek PVC Laminate Flooring	inc	
	Green 29 Guage Metal Color, Capped for Outside Light Fixture, 1 (Exterior Faucet/Outlet)	inc	
	French Mini Blind Doors (600\$ Difference of Door/Window Change)	\$ 600.00	
	54" Shower, Cable Jack in Bedroom & Living Room	inc	
	Black Bath Towel Rack, Black Toilet Paper Holder & Medicine Mirror Over Lavatory	inc	
	2-9k Mitsubishi Mini Split Units with Pads (HVAC Professional to Finish Install)	inc	
	Queen Size Bed Frame Open Underneath, WardRobe in Bedroom	inc	
	Fire Extinguisher, Smoke Detector & TRA Park Model Label	inc	
	15-6" Tall Overall with Standard Porch Railing	inc	
Add	25 Pcs of SmartLap in Cedar Tone (575\$) Customer Provides Blocks for Setup	\$ 575.00	
		Subtotal	\$ 51,075.00

Payment

33% Deposit with 33% Due after Roof Set & Remaining Balance Due Before Shipping

15'-6" Shipping 1000\$ Block/Level 2000\$	\$ 3,000.00
33% Deposit Request	\$ 17,844.75
Roof Set Payment	
Final Payment	
Balance Due	\$ 54,075.00

Office Use Only

Customer Signature**Sales Rep Signature**

This document constitutes a legal binding contract for the purchase and sale of a Park Model Home and is governed by the laws of the State of Alabama. Time is of the essence in this contract. In the event of default or cancellation by buyer, the Buyer's Order Deposit this day paid shall be forfeited to the seller as liquidated damages. Buyer and Seller acknowledge that the Buyer's Order Deposit is an accurate estimation of Seller's actual damages and the forfeiture of the Buyer's Order Deposit is not intended as a penalty. Buyer acknowledges that final payment shall be due and payable on the completion date of the home and made payable by Cash, Certified Check or Bank Wire Transfer.

Alabama Park Models, LLC.
 PO Box 94
 Lynn, AL 35575
 Phone (205) 269-3492

Invoice No.

375

INVOICE

Customer

Name
 Address Cullman County Park
 City
 Phone
 Email

Delivery Address

Name
 Address Cullman County Park
 City State AL Zip

Misc

Date	8/25/2025
Rep	Tim Canida
Delivery E.T.A.	12-14 Weeks
Vin#	RP9AA3445SA000375

Qty		Unit Price	TOTAL
1	TC-332P 15'-0" x 34'-4" Inc. 8ft Open Porch (Hitch Shown on Floor Plan)	\$ 49,900.00	\$ 49,900.00
	Cedar Tone White Siding with Cedar Tone White Window Trimwork & White Windows	inc	
	Tobacco Stained Ceiling, White Painted Pine T&G Walls/Doors & 6" Overhang on Sides	inc	
	White Painted Trimwork, Black Hardware Thru Out & Black Springer Style Faucet	inc	
	Stainless Steel Appliances: Range 30" Electric Smoothtop, Refrigerator w/Ice Maker, Microwave V.H. Combo		
	White Cabinets (Nickel Joint Style), Butcher Block Countertop & Water Heater 30 gallon Electric		
	Double Bowl Stainless Steel Sink, Borden Creek PVC Laminate Flooring	inc	
	Green 29 Gauge Metal Color, Capped for Outside Light Fixture, 1 (Exterior Faucet/Outlet)	inc	
	French Mini Blind Doors (600\$ Difference of Door/Window Change)	\$ 600.00	
	54" Shower, Cable Jack in Bedroom & Living Room	inc	
	Black Bath Towel Rack, Black Toilet Paper Holder & Medicine Mirror Over Lavatory	inc	
	2-9k Mitsubishi Mini Split Units with Pads (HVAC Professional to Finish Install)	inc	
	Queen Size Bed Frame Open Underneath, Wardrobe in Bedroom	inc	
	Fire Extinguisher, Smoke Detector & TRA Park Model Label	inc	
	15'-6" Tall Overall with Standard Porch Railing	inc	
	25 Pcs of SmartLap in Cedar Tone (575\$) Customer Provides Blocks for Setup	\$ 575.00	
		Subtotal	\$ 51,075.00
	15'-6" Shipping 1000\$ Block/Level 2000\$	\$ 3,000.00	
	33% Deposit Request	\$ 17,844.75	
	Roof Set Payment		
	Final Payment		
	Balance Due	\$ 54,075.00	

Payment

33% Deposit with 33% Due after Roof Set & Remaining Balance Due Before Shipping

15'-6" Shipping 1000\$ Block/Level 2000\$	\$ 3,000.00
33% Deposit Request	\$ 17,844.75
Roof Set Payment	
Final Payment	
Balance Due	\$ 54,075.00

Office Use Only

Customer Signature

Sales Rep Signature

This document constitutes a legal binding contract for the purchase and sale of a Park Model Home and is governed by the laws of the State of Alabama. Time is of the essence in this contract. In the event of default or cancellation by buyer, the Buyer's Order Deposit this day paid shall be forfeited to the seller as liquidated damages. Buyer and Seller acknowledge that the Buyer's Order Deposit is an accurate estimation of Seller's actual damages and the forfeiture of the Buyer's Order Deposit is not intended as a penalty. Buyer acknowledges that final payment shall be due and payable on the completion date of the home and made payable by Cash, Certified Check or Bank Wire Transfer.



Sales Contract

This Sales Contract made and entered into on this day: 11/12/2025, by and between CULLMAN CO ROAD DEPT, hereinafter designated as the Buyer, and Summertown Metals, hereinafter designated as the Seller. If applicable and agreed upon within this contract, Seller to provide the building materials needed to construct building with the parameters listed below under Project Plans and Specifications, provide shipping of materials, and provide coordination services to Buyer which will consist of scheduling a contractor(s) and providing Buyer scheduled start date(s) and contractor(s) contact information. Buyer agrees, binds, and obligates him/herself to pay Seller for the building materials, delivery, and garage door installation fee, if applicable, for the contracted sum outlined below along with any additional costs including, but not limited to, change orders and additional work performed. Building labor and concrete are provided by Independent Contractors who will work for the Buyer and with whom the Buyer will pay directly.

Project Plans and Specifications

Building Type: <u>ROOF AND GABLE</u>	Building Width: <u>30</u>	Building Length: <u>96</u>
Building Height: <u>12</u>	Truss Type: <u>STEEL 4/12</u>	Truss OH: <u>18"</u>
Post Size: <u>6X6</u>	Post Spacing: <u>12'</u>	Insulation: <u>NONE</u>
Wainscoting: <u>NONE</u>	Soffit: <u>NONE</u>	Roof Metal: <u>COUNTY CHARCOAL</u>
Wall Metal: <u>LIGHT GRAY</u>	Trim: <u>COUNTY CHARCOAL</u>	Fasteners: <u>STANDARD PTD</u>
Walk in Doors: <u>NONE</u>	Door Color: <u>NONE</u>	Door Windows: <u>NONE</u>
Windows: <u>NONE</u>	Window Color: <u>NONE</u>	Window Grids: <u>NONE</u>

Garage Door Specifications

<u>Qty:</u>	<u>Size:</u>	<u>Garage Door Style:</u>	<u>Color:</u>	<u>Insulation Type:</u>	<u>Windows:</u>	<u>Opener:</u>
—	X	<u>NONE</u>	—	—	—	—
—	X	—	—	—	—	—
—	X	—	—	—	—	—

Garage Doors Notes: NONE

Sliding Doors Notes: _____

Project Notes:

30X96X12 ROOF AND UPPER GABLE

ONE GABLE END NO METAL - FUTURE ADD ON

MATERIALS \$12,570.84 (PAID TO SUMMERTOWN METALS)

OPTIONAL LABOR BY INDEPENDENT CONTRACTOR \$4,464.00 (PAID SEPARATELY)

PAID IN TWO DRAWS: FIRST AFTER FRAMING IS COMPLETE, SECOND AT JOB COMPLETION

CUSTOMER TO PROVIDE LEVEL SITE

TOTAL FOR BUILDING INCLUDING: MATERIALS, SHIPPING, LABOR, & TAXES \$17,034.84



Project Cost Itemized

Total Contracted Amount for invoiced materials: \$ 12,570.84

Customer Initial: 

The optional labor price listed in the project notes section is valid only with an Independent Contractor that is coordinated by the Seller.

Customer Initial: 

The optional concrete price listed in the project notes section is valid only if the concrete is coordinated by and completed by the Seller's concrete division.

Customer Initial: 

1. Payment Terms

- 1.1 Seller requires that a 30% deposit on materials in the amount of \$ 3,765.00 be paid by Buyer to Seller on building packages at the time the contract is executed. The remaining balance is due upon delivery of materials and shall be paid in full at such time by Buyer to Seller. Seller accepts cash, checks, and most major debit and credit cards. All amounts \$3,000.00 or above, if paid by credit/debit cards, will be charged a 3% fee at Seller's discretion. Past due accounts are subject to a monthly fee which will be calculated at the rate of 1.5% monthly interest rate.
- 1.2 Various circumstances beyond Seller's control such as but not limited to; delayed permit process, Buyer delays, HOA approval, backordered item availability, Independent Contractor schedule and lead times, garage door availability and installation schedule, and Buyer's site preparation can create situations where partial shipments from the Seller will be made to not cause undue hardship to the Seller. The Buyer agrees to pay the full balance due for all the materials indicated on the invoice and contract upon the first delivery of materials to the building site.

Customer initial: 

2. Cancellations and Refunds

- 2.1 Should Buyer decide to cancel their order for any reason after the contract has been signed, the Buyer will be subject to a 30% cancelation fee at the sole discretion of Seller. Additionally, the Buyer agrees to fully reimburse Seller of any Seller purchased special order items or custom fabricated material, such as but not limited to; garage doors, windows, trusses, metal and lumber at full retail cost.
- 2.2 The Seller reserves the right to cancel the contract at any time due to delays on the Buyer's behalf regardless of circumstance, after 60 days from the initial shipment date with no further obligations to the Buyer with Seller collecting the Buyers initial deposit as compensation for the time, labor, and overhead costs to process the purchase.



Customer initial: Initial
CCRD

3. Postponement and Delays

3.1 Material Delays:

Buyer must accept shipped materials within 60 days of original ship date set. If Buyer delays the ship date beyond the 60-day deadline, regardless of circumstances and at the Seller's discretion, the Buyer is subject to a price revision of material and labor costs and preapproved undisputable acceptance of the revised material and labor pricing up to but not to exceed current market rates. Once delivered Seller is no longer responsible for any damaged or stolen property.

3.2 Independent Contractor Delays:

Buyer will allow Independent Contractors to begin construction within 30 days of material being delivered. Buyer's postponement of construction date after the materials have been delivered can result in labor price revisions. Buyer's postponement of the Independent Contractors past the 60 days from initial ship date can result in revised labor rates up to but not exceed current market value or rates with Buyer foregoing dispute of new revised rates.

Customer initial: Initial
CCRD

4. Changes to Order

Changing orders after signing of the original contract may result in fees up to 4% on the material package. Change orders are not permitted within 3 weeks of delivery date of materials. This may result in delays in shipment and construction of your building. Change order fees are to be at the discretion of the Seller and to not exceed the parameters above. A sketch prepared for a customer by a salesman and signed off on by the customer shall be used by CAD (if needed) for detailed drawings. Any change made by the customer to the drawings that differ from the sketch must be submitted to the salesman for a change order. Change orders must be signed by the customer and the salesman.

Customer initial: Initial
CCRD

5. Returns

Seller guarantees quality, undamaged materials and products are shipped to Buyer, but should Buyer receive materials that are damaged or not according to the specifications in the contractual agreement, Seller will provide a refund or replacement of the missing or damaged materials that are not in compliance with the terms of the contractual agreement. Buyer must bring to the attention of the Seller all clearly visible defects of material within 48 hours of delivery, otherwise all material will be deemed accepted by the Buyer. Buyer agrees and understands that formed metal may contain ripples that occur during forming called "oil canning" that are natural and not a defect in the product. Oil canning shall not be grounds for non-payment or rejection of a product.

Customer initial: Initial
CCRD



6. Building Construction, Permits and Site Preparation

Extra Material: All materials not used in construction of the purchased building according to the building specifications outlined in this contractual agreement will remain the property of Seller. Buyer agrees to not use extra material and must surrender material back to Seller. If Buyer fails to surrender the extra material at the request of the Seller, regardless of circumstance, the Buyer agrees to be charged the full material cost for each item not surrendered or used plus any applicable material pick up costs and fees. Buyer agrees to the estimated extra material unit count and price provided by the Seller for non-surrendered material to be charged back to the Buyer.

Customer initial: CCR

6.1 Independent Contractors:

- a. Buyer agrees that they are acting as their own independent general contractor for the purpose of selecting sub-contractors to perform the construction of their building. Seller will not be held responsible for any work performed by independent contractors hired and paid by Buyer acting as their own general contractor.
- b. Seller has a working relationship with a network of independent contractors who install materials sold by Seller. Seller will provide Buyer names of independent contractors to choose from for the construction of their building. Seller will coordinate with selected independent contractor for delivery of materials. Independent contractors are self-employed and are not employees of Seller and will be working directly for the Buyer who will pay the contractor directly for any and all services performed. Seller makes no claim or guarantee with respect to Independent Contractors and shall not be held liable for their work or actions.
- c. Independent Contractors are not responsible for issues arising from your building settling on your property or common hairline cracks in the concrete due to curing or settling.
- d. At times, the Independent Contractor will be unable to dig down deep enough into the soil to set the posts to the proper specifications. Additional labor and costs, determined by the Independent Contractor, will apply to rent and operate the specialized equipment to break the rock in each post hole to reach the proper and necessary specifications. If it is determined upon construction of the Buyer's building that the build site is unable to accommodate the post framed building without extensive time, costs, and labor due to rock impediment, the Buyer must decide to switch over to a monolithic slab build and incur the additional costs or continue with placing the posts into the ground and incur the costs associated. If the Independent Contractor is unable to dig deep enough to place the footers for the monolithic concrete slab due to rock in the soil or other circumstances, the Buyer is liable for the additional costs associated with backfilling the build site to proper governing agency and engineering standards along with any compression testing that is required to complete the build.



Customer Initial: Initial CCRD

6.3 Customer Responsible Site Preparation and cleanup:

- a. Buyer will be responsible to provide a level, within 2-3 inches of grade, structurally sound surface free of rock and other objects which may impede construction. Buyer understands that site preparation is the responsibility of the Buyer and holds the Seller harmless of any ramifications, costs, or repairs of incomplete or improperly prepared sites.
- b. Buyer will also be responsible for gravel cost when project includes concrete if applicable. Seller suggests 20 tons of $\frac{3}{4}$ inch gravel per 1,000sq ft of building space but does not guarantee this to meet your building needs. Seller does not provide any site inspections and can not accurately calculate how much gravel is needed for Buyer's site preparation.
- c. Seller is not responsible for the Buyer's site geography or site preparation which does not properly align the new building with existing driveways, sidewalks, roof lines or buildings. The Buyer must communicate any alignment concerns to the Seller before the execution of this purchase contract to allow for adjustments of material and labor to accommodate the misalignment. Buyer holds Seller harmless and accepts full liability of any misalignments from the new building to any existing structures, driveways or sidewalks.
- d. Seller is not responsible for issues arising from your building settling on your property due to improper site preparation or common hairline cracks in the concrete due to curing or settling.
- e. Buyer is responsible for the cleanup of any remaining debris or material remnants left over from the build process. Seller can coordinate with an independent roll-off dumpster contractor for an additional cost to the Buyer. Roll-off dumpster service is not available in all areas.

Customer Initial: Initial CCRD

6.4 Permits:

All legal fees, building permits, and any other county and or city fees are the full responsibility of Buyer or general contractor hired by the Buyer. Buyer or General Contractor will be responsible for any costs incurred as a result of building code requirements including but not limited to additional costs for blueprints, additional material and labor needed to meet the engineering standard set forth in the approved engineered drawings. Failure to obtain the required permits, HOA approval or any other authorizing agency, association, or organization, regardless of circumstances, does not forgo the responsibilities and financial commitment of the Buyer defined in this contract.

- A. For more information on contacting your local Building code department visit:
<https://www.summertownmetals.com/building-codes/>
- B. Summertown Metals, LLC ("The Seller") makes a concerted effort to maintain and provide an up-to-date database for customers ease of use. It is still the full responsibility of the Buyer to verify all code and permit requirements with their local county building code department. The seller is hereby released from any liability associated with errors or omissions found within this database.

Customer Initial: Initial CCRD

6.5 Site Access:

Buyer is responsible for providing access to the job site capable of accommodating large trucks and equipment. Buyer holds the Seller and Independent Contractors harmless of any damage to the grounds, lawn, sidewalks, easements, and driveways from equipment, shipping trucks, or concrete trucks going to and from the work site. Failure to provide



reasonable access to the job site will result in delays in the construction of your building and could incur additional charges to the Buyer such as but not limited to additional costs for a concrete pump truck or materials only being deliverable by small loads via a skid steer. If Buyer cannot provide reasonable and accommodatable access to the job site within 60 days from the initial ship date, then Seller reserves the right and discretion to cancel the contract at any time after the 60-day deadline, seizing the Buyer's initial deposit and charging the customer for any manufactured material or special-order items.

Customer Initial: 

6.6 Building Use:

Buyer understands that a post frame building also known as a pole barn, shop or garage with post framing is intended for farm, agriculture and storage use only. Seller hereby warns the Buyer to check with their local governing building code department for building requirements. Seller strictly and unequivocally discourages the Buyer from deviating from the building's original intended use and creating a post frame building as a residential home or living space. The Buyer accepts full liability for all costs, all damages, delays, or any other liability for making a post frame building into a residential home or living space within and holds the Seller harmless of all liability.

Customer Initial: 

Legal

6.7 Cost of Suit:

In the event either Buyer or Seller shall bring any action or legal proceeding for damages for an alleged breach of any provision of this contract, the prevailing party shall be entitled to recover, as a part of such action or proceeding, reasonable attorneys' fees and court costs, including reasonable attorneys' fees and costs for appeal, as may be fixed by the court or jury. Buyer agrees that all legal action taken under the terms of this contract will occur in Lewis County, Tennessee and the laws of the State of Tennessee will govern all actions brought.

6.8 Dispute Resolution:

All claims, disputes and questions arising out of or relating to this Agreement, its formation, execution, or performance, or the breach thereof, shall be decided by arbitration under the Construction Industry Rules of the American Arbitration Association. The award of the arbitrator or arbitrators may be entered in any court of record that would have otherwise had jurisdiction of the dispute(s) decided by the arbitrators. The prevailing party to an arbitration shall be entitled to receive in addition to its actual damages, an award of its attorney fees, expert witness fees, and the costs of the arbitration. Any claims of subcontractors of Seller may upon request of Seller, be joined with any arbitration proceeding by Seller against Buyer. Arbitration shall be commenced by the filing, in writing, of a demand with the other



party to this Agreement and the parties agree that the arbitration shall be held in Hohenwald, Tennessee, unless otherwise agreed to at the time of the initiation of the arbitration demand.

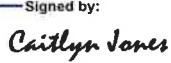
6.9 Failure to Perform:

In the event that Seller is delayed, directly or indirectly, from the performance of any act required under the terms hereof by acts of God, fire, floods, inclement weather, unreasonable or arbitrary failure of governmental authorities to deliver or perform any government approvals, permits, inspections or similar official functions, strikes, acts of war, riot and civil commotion, or by any similar cause reasonably beyond the control of the Seller as the case may be, such failure shall not be deemed a violation or breach of this contract. Seller's commitment to the contract is notwithstanding and performance to execute will resume when reasonably possible.

The Buyer agrees to the outlined legal terms and arbitration by initialing here .

Signatures

By signing this contract Buyer agrees to the terms and conditions contained herein. In the event Buyer breeches the contract, Buyer will be responsible for all legal fees incurred as a result of payment collections activity.

Signed by:

Seller Signature: _____ Date: 11/10/2025
E#E708CF3E1E#DC...

Signed by:

Buyer Signature: _____ Date: 11/12/2025
7E005264C9674D9...



Summertown Metals, 7760 County Hwy 5
Hayden, AL 35079
Main Office/Sales: (205) 590-1521
Email: info@summertownmetals.com Website:
www.summertownmetals.com

For check payments mail to:
Summertown Metals
Contracts Dept
7760 County Hwy 5 Hayden,
AL 35079

Certificate Of Completion

Envelope Id: 065832DB-3EE9-4A74-A589-B71F352C6FD3

Status: Completed

Subject: Summertown Metals Contract - CULLMAN CO ROAD DEPT - 0310977

Source Envelope:

Document Pages: 8

Signatures: 2

Certificate Pages: 5

Initials: 15

AutoNav: Enabled

EnvelopeD Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:

Caitlyn Jones

3860 Summertown Highway

Summertown, TN 38483

caitlyn.jones@summertownmetals.com

IP Address: 129.222.254.201

Record Tracking

Status: Original

Holder: Caitlyn Jones

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caitlyn.jones@summertownmetals.com

Signer Events

Caitlyn Jones

Signature

caitlyn.jones@summertownmetals.com



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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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CULLMAN CO ROAD DEPT.

sbailey@co.cullman.al.us

Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style

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Sent: 11/10/2025 3:20:26 PM

Viewed: 11/12/2025 10:06:34 AM

Signed: 11/12/2025 10:07:20 AM

Electronic Record and Signature Disclosure:

Accepted: 11/12/2025 10:06:34 AM

ID: 56d1de23-c302-48c2-9644-a8874a0e76c3

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

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Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

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Certified Delivery Events

Status

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STM System

contracts@summertownmetals.com

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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	11/10/2025 3:20:25 PM
Certified Delivered	Security Checked	11/12/2025 10:06:34 AM
Signing Complete	Security Checked	11/12/2025 10:07:20 AM
Completed	Security Checked	11/12/2025 10:07:22 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Summertown Metals (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system.

Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Summertown Metals:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: admin@summertownmetals.com

To advise Summertown Metals of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at admin@summertownmetals.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Summertown Metals

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to admin@summertownmetals.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Summertown Metals

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to admin@summertownmetals.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Summertown Metals as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Summertown Metals during the course of your relationship with Summertown Metals.



Sales Contract

This Sales Contract made and entered into on this day: 11/12/2025, by and between CULLMAN CO ROAD DEPT, hereinafter designated as the Buyer, and Summertown Metals, hereinafter designated as the Seller. If applicable and agreed upon within this contract, Seller to provide the building materials needed to construct building with the parameters listed below under Project Plans and Specifications, provide shipping of materials, and provide coordination services to Buyer which will consist of scheduling a contractor(s) and providing Buyer scheduled start date(s) and contractor(s) contact information. Buyer agrees, binds, and obligates him/herself to pay Seller for the building materials, delivery, and garage door installation fee, if applicable, for the contracted sum outlined below along with any additional costs including, but not limited to, change orders and additional work performed. Building labor and concrete are provided by Independent Contractors who will work for the Buyer and with whom the Buyer will pay directly.

Project Plans and Specifications

Building Type: <u>ROOF AND GABLE</u>	Building Width: <u>30'</u>	Building Length: <u>96'</u>
Building Height: <u>12'</u>	Truss Type: <u>STEEL 4/12</u>	Truss OH: <u>18"</u>
Post Size: <u>6X6</u>	Post Spacing: <u>12'</u>	Insulation: <u>NONE</u>
Wainscoting: <u>NONE</u>	Soffit: <u>NONE</u>	Roof Metal: <u>COUNTY CHARCOAL</u>
Wall Metal: <u>LIGHT GRAY</u>	Trim: <u>COUNTY CHARCOAL</u>	Fasteners: <u>STANDARD PTD</u>
Walk in Doors: <u>NONE</u>	Door Color: <u>NONE</u>	Door Windows: <u>NONE</u>
Windows: <u>NONE</u>	Window Color: <u>NONE</u>	Window Grids: <u>NONE</u>

Garage Door Specifications

<u>Qty:</u>	<u>Size:</u>	<u>Garage Door Style:</u>	<u>Color:</u>	<u>Insulation Type:</u>	<u>Windows:</u>	<u>Opener:</u>
—	X	<u>NONE</u>	_____	_____	_____	_____
—	X	_____	_____	_____	_____	_____
—	X	_____	_____	_____	_____	_____

Garage Doors Notes: NONE

Sliding Doors Notes: _____

Project Notes:

30X96X12 ROOF AND UPPER GABLE

DODGE CITY - MOUNTED ON CONCRETE

STEEL TRUSS 4/12 PITCH 12' ON CENTER 18" OVER HANG

MATERIALS \$13,272.76 (PAID TO SUMMERTOWN METALS)

OPTIONAL LABOR BY INDEPENDENT CONTRACTOR \$4,464.00 (PAID SEPARATELY)

PAID IN TWO DRAWS: FIRST AFTER FRAMING IS COMPLETE, SECOND AT JOB COMPLETION

CUSTOMER TO PROVIDE LEVEL SITE

TOTAL FOR BUILDING INCLUDING: MATERIALS, SHIPPING, LABOR, & TAXES \$17,736.76



Project Cost Itemized

Total Contracted Amount for invoiced materials: \$ 13,272.76

Customer Initial: ^{Initial}
CCRD

The optional labor price listed in the project notes section is valid only with an Independent Contractor that is coordinated by the Seller.

Customer Initial: ^{Initial}
CCRD

The optional concrete price listed in the project notes section is valid only if the concrete is coordinated by and completed by the Seller's concrete division.

Customer Initial: ^{Initial}
CCRD

1. Payment Terms

- 1.1 Seller requires that a 30% deposit on materials in the amount of \$ 3,975.00 be paid by Buyer to Seller on building packages at the time the contract is executed. The remaining balance is due upon delivery of materials and shall be paid in full at such time by Buyer to Seller. Seller accepts cash, checks, and most major debit and credit cards. All amounts \$3,000.00 or above, if paid by credit/debit cards, will be charged a 3% fee at Seller's discretion. Past due accounts are subject to a monthly fee which will be calculated at the rate of 1.5% monthly interest rate.
- 1.2 Various circumstances beyond Seller's control such as but not limited to; delayed permit process, Buyer delays, HOA approval, backordered item availability, Independent Contractor schedule and lead times, garage door availability and installation schedule, and Buyer's site preparation can create situations where partial shipments from the Seller will be made to not cause undue hardship to the Seller. The Buyer agrees to pay the full balance due for all the materials indicated on the invoice and contract upon the first delivery of materials to the building site.

Customer initial: ^{Initial}
CCRD

2. Cancellations and Refunds

- 2.1 Should Buyer decide to cancel their order for any reason after the contract has been signed, the Buyer will be subject to a 30% cancellation fee at the sole discretion of Seller. Additionally, the Buyer agrees to fully reimburse Seller of any Seller purchased special order items or custom fabricated material, such as but not limited to; garage doors, windows, trusses, metal and lumber at full retail cost.
- 2.2 The Seller reserves the right to cancel the contract at any time due to delays on the Buyer's behalf regardless of circumstance, after 60 days from the initial shipment date with no further obligations to the Buyer with Seller collecting the Buyer's initial deposit as compensation for the time, labor, and overhead costs to process the purchase.



Customer initial:  CCRD

3. Postponement and Delays

3.1 Material Delays:

Buyer must accept shipped materials within 60 days of original ship date set. If Buyer delays the ship date beyond the 60-day deadline, regardless of circumstances and at the Seller's discretion, the Buyer is subject to a price revision of material and labor costs and preapproved undisputable acceptance of the revised material and labor pricing up to but not to exceed current market rates. Once delivered Seller is no longer responsible for any damaged or stolen property.

3.2 Independent Contractor Delays:

Buyer will allow Independent Contractors to begin construction within 30 days of material being delivered. Buyer's postponement of construction date after the materials have been delivered can result in labor price revisions. Buyer's postponement of the Independent Contractors past the 60 days from initial ship date can result in revised labor rates up to but not exceed current market value or rates with Buyer foregoing dispute of new revised rates.

Customer initial:  CCRD

4. Changes to Order

Changing orders after signing of the original contract may result in fees up to 4% on the material package. Change orders are not permitted within 3 weeks of delivery date of materials. This may result in delays in shipment and construction of your building. Change order fees are to be at the discretion of the Seller and to not exceed the parameters above. A sketch prepared for a customer by a salesman and signed off on by the customer shall be used by CAD (if needed) for detailed drawings. Any change made by the customer to the drawings that differ from the sketch must be submitted to the salesman for a change order. Change orders must be signed by the customer and the salesman.

Customer initial:  CCRD

5. Returns

Seller guarantees quality, undamaged materials and products are shipped to Buyer, but should Buyer receive materials that are damaged or not according to the specifications in the contractual agreement, Seller will provide a refund or replacement of the missing or damaged materials that are not in compliance with the terms of the contractual agreement. Buyer must bring to the attention of the Seller all clearly visible defects of material within 48 hours of delivery, otherwise all material will be deemed accepted by the Buyer. Buyer agrees and understands that formed metal may contain ripples that occur during forming called "oil canning" that are natural and not a defect in the product. Oil canning shall not be grounds for non-payment or rejection of a product.

Customer initial:  CCRD



6. Building Construction, Permits and Site Preparation

Extra Material: All materials not used in construction of the purchased building according to the building specifications outlined in this contractual agreement will remain the property of Seller. Buyer agrees to not use extra material and must surrender material back to Seller. If Buyer fails to surrender the extra material at the request of the Seller, regardless of circumstance, the Buyer agrees to be charged the full material cost for each item not surrendered or used plus any applicable material pick up costs and fees. Buyer agrees to the estimated extra material unit count and price provided by the Seller for non-surrendered material to be charged back to the Buyer.

Customer initial: Initial
CCD

6.1 Independent Contractors:

- a. Buyer agrees that they are acting as their own independent general contractor for the purpose of selecting sub-contractors to perform the construction of their building. Seller will not be held responsible for any work performed by independent contractors hired and paid by Buyer acting as their own general contractor.
- b. Seller has a working relationship with a network of independent contractors who install materials sold by Seller. Seller will provide Buyer names of independent contractors to choose from for the construction of their building. Seller will coordinate with selected independent contractor for delivery of materials. Independent contractors are self-employed and are not employees of Seller and will be working directly for the Buyer who will pay the contractor directly for any and all services performed. Seller makes no claim or guarantee with respect to Independent Contractors and shall not be held liable for their work or actions.
- c. Independent Contractors are not responsible for issues arising from your building settling on your property or common hairline cracks in the concrete due to curing or settling.
- d. At times, the Independent Contractor will be unable to dig down deep enough into the soil to set the posts to the proper specifications. Additional labor and costs, determined by the Independent Contractor, will apply to rent and operate the specialized equipment to break the rock in each post hole to reach the proper and necessary specifications.
If it is determined upon construction of the Buyer's building that the build site is unable to accommodate the post framed building without extensive time, costs, and labor due to rock impediment, the Buyer must decide to switch over to a monolithic slab build and incur the additional costs or continue with placing the posts into the ground and incur the costs associated.
If the Independent Contractor is unable to dig deep enough to place the footers for the monolithic concrete slab due to rock in the soil or other circumstances, the Buyer is liable for the additional costs associated with backfilling the build site to proper governing agency and engineering standards along with any compression testing that is required to complete the build.



Customer Initial: Initial CCRD

6.3 Customer Responsible Site Preparation and cleanup:

- a. Buyer will be responsible to provide a level, within 2-3 inches of grade, structurally sound surface free of rock and other objects which may impede construction. Buyer understands that site preparation is the responsibility of the Buyer and holds the Seller harmless of any ramifications, costs, or repairs of incomplete or improperly prepared sites.
- b. Buyer will also be responsible for gravel cost when project includes concrete if applicable. Seller suggests 20 tons of $\frac{1}{4}$ inch gravel per 1,000sq ft of building space but does not guarantee this to meet your building needs. Seller does not provide any site inspections and can not accurately calculate how much gravel is needed for Buyer's site preparation.
- c. Seller is not responsible for the Buyer's site geography or site preparation which does not properly align the new building with existing driveways, sidewalks, roof lines or buildings. The Buyer must communicate any alignment concerns to the Seller before the execution of this purchase contract to allow for adjustments of material and labor to accommodate the misalignment. Buyer holds Seller harmless and accepts full liability of any misalignments from the new building to any existing structures, driveways or sidewalks.
- d. Seller is not responsible for issues arising from your building settling on your property due to improper site preparation or common hairline cracks in the concrete due to curing or settling.
- e. Buyer is responsible for the cleanup of any remaining debris or material remnants left over from the build process. Seller can coordinate with an independent roll-off dumpster contractor for an additional cost to the Buyer. Roll-off dumpster service is not available in all areas.

Customer Initial: Initial CCRD

6.4 Permits:

All legal fees, building permits, and any other county and or city fees are the full responsibility of Buyer or general contractor hired by the Buyer. Buyer or General Contractor will be responsible for any costs incurred as a result of building code requirements including but not limited to additional costs for blueprints, additional material and labor needed to meet the engineering standard set forth in the approved engineered drawings. Failure to obtain the required permits, HOA approval or any other authorizing agency, association, or organization, regardless of circumstances, does not forgo the responsibilities and financial commitment of the Buyer defined in this contract.

- A. For more information on contacting your local Building code department visit:
<https://www.summertownmetals.com/building-codes/>
- B. Summertown Metals, LLC ("The Seller") makes a concerted effort to maintain and provide an up-to-date database for customers ease of use. It is still the full responsibility of the Buyer to verify all code and permit requirements with their local county building code department. The seller is hereby released from any liability associated with errors or omissions found within this database.

Customer Initial: Initial CCRD

6.5 Site Access:

Buyer is responsible for providing access to the job site capable of accommodating large trucks and equipment. Buyer holds the Seller and Independent Contractors harmless of any damage to the grounds, lawn, sidewalks, easements, and driveways from equipment, shipping trucks, or concrete trucks going to and from the work site. Failure to provide



reasonable access to the job site will result in delays in the construction of your building and could incur additional charges to the Buyer such as but not limited to additional costs for a concrete pump truck or materials only being deliverable by small loads via a skid steer. If Buyer cannot provide reasonable and accommodatable access to the job site within 60 days from the initial ship date, then Seller reserves the right and discretion to cancel the contract at any time after the 60-day deadline, seizing the Buyer's initial deposit and charging the customer for any manufactured material or special-order items.

Customer Initial: Initial
CCRD

6.6 Building Use:

Buyer understands that a post frame building also known as a pole barn, shop or garage with post framing is intended for farm, agriculture and storage use only. Seller hereby warns the Buyer to check with their local governing building code department for building requirements. Seller strictly and unequivocally discourages the Buyer from deviating from the building's original intended use and creating a post frame building as a residential home or living space. The Buyer accepts full liability for all costs, all damages, delays, or any other liability for making a post frame building into a residential home or living space within and holds the Seller harmless of all liability.

Customer Initial: Initial
CCRD

Legal

6.7 Cost of Suit:

In the event either Buyer or Seller shall bring any action or legal proceeding for damages for an alleged breach of any provision of this contract, the prevailing party shall be entitled to recover, as a part of such action or proceeding, reasonable attorneys' fees and court costs, including reasonable attorneys' fees and costs for appeal, as may be fixed by the court or jury. Buyer agrees that all legal action taken under the terms of this contract will occur in Lewis County, Tennessee and the laws of the State of Tennessee will govern all actions brought.

6.8 Dispute Resolution:

All claims, disputes and questions arising out of or relating to this Agreement, its formation, execution, or performance, or the breach thereof, shall be decided by arbitration under the Construction Industry Rules of the American Arbitration Association. The award of the arbitrator or arbitrators may be entered in any court of record that would have otherwise had jurisdiction of the dispute(s) decided by the arbitrators. The prevailing party to an arbitration shall be entitled to receive in addition to its actual damages, an award of its attorney fees, expert witness fees, and the costs of the arbitration. Any claims of subcontractors of Seller may upon request of Seller, be joined with any arbitration proceeding by Seller against Buyer. Arbitration shall be commenced by the filing, in writing, of a demand with the other



party to this Agreement and the parties agree that the arbitration shall be held in Hohenwald, Tennessee, unless otherwise agreed to at the time of the initiation of the arbitration demand.

6.9 Failure to Perform:

In the event that Seller is delayed, directly or indirectly, from the performance of any act required under the terms hereof by acts of God, fire, floods, inclement weather, unreasonable or arbitrary failure of governmental authorities to deliver or perform any government approvals, permits, inspections or similar official functions, strikes, acts of war, riot and civil commotion, or by any similar cause reasonably beyond the control of the Seller as the case may be, such failure shall not be deemed a violation or breach of this contract. Seller's commitment to the contract is notwithstanding and performance to execute will resume when reasonably possible.

The Buyer agrees to the outlined legal terms and arbitration by initialing here .

Signatures

By signing this contract Buyer agrees to the terms and conditions contained herein. In the event Buyer breeches the contract, Buyer will be responsible for all legal fees incurred as a result of payment collections activity.

Signed by:

Seller Signature: _____ Date: 11/10/2025
E4E708CF3E1E4DC

Signed by:

Buyer Signature: _____ Date: 11/12/2025
7E005204C9674D9



Summertown Metals, 7760 County Hwy 5
Hayden, AL 35079
Main Office/Sales: (205) 590-1521
Email: info@summertownmetals.com Website:
www.summertownmetals.com

For check payments mail to:
Summertown Metals
Contracts Dept
7760 County Hwy 5 Hayden,
AL 35079

Certificate Of Completion

Envelope Id: 367452A8-DC65-4427-A4CF-70F34A274910

Status: Completed

Subject: Summertown Metals Contract - CULLMAN CO ROAD DEPT. - 0310976

Source Envelope:

Document Pages: 7

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 15

Caitlyn Jones

AutoNav: Enabled

3860 Summertown Highway

EnvelopeD Stamping: Enabled

Summertown, TN 38483

Time Zone: (UTC-06:00) Central Time (US & Canada)

caitlyn.jones@summertownmetals.com

IP Address: 129.222.254.201

Record Tracking

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Holder: Caitlyn Jones

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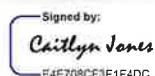
caitlyn.jones@summertownmetals.com

Signer Events

Caitlyn Jones

Signature

caitlyn.jones@summertownmetals.com



Timestamp

Security Level: Email, Account Authentication (None)

Sent: 11/10/2025 3:00:06 PM

Signature Adoption: Pre-selected Style

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CULLMAN CO ROAD DEPT.



Sent: 11/10/2025 3:04:38 PM

sbailey@co.cullman.al.us

Viewed: 11/12/2025 10:08:46 AM

Security Level: Email, Account Authentication (None)

Signed: 11/12/2025 10:09:11 AM

Signature Adoption: Pre-selected Style

Using IP Address: 70.151.17.227

Electronic Record and Signature Disclosure:

Accepted: 11/12/2025 10:08:46 AM

ID: 19ba1823-73c0-4e92-ac4b-c222d07df4f6

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

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contracts@summertownmetals.com

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Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/10/2025 3:00:06 PM
Envelope Updated	Security Checked	11/10/2025 3:04:36 PM
Certified Delivered	Security Checked	11/12/2025 10:08:46 AM
Signing Complete	Security Checked	11/12/2025 10:09:11 AM
Completed	Security Checked	11/12/2025 10:09:13 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Summertown Metals (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system.

Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Summertown Metals:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: admin@summertownmetals.com

To advise Summertown Metals of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at admin@summertownmetals.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Summertown Metals

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to admin@summertownmetals.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Summertown Metals

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to admin@summertownmetals.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Summertown Metals as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Summertown Metals during the course of your relationship with Summertown Metals.

November 7, 2025

Proposal for Underwater Imaging and Inspection Cullman County, AL – CR22, CR63, and CR77 Bridges

Mr. Jon Brunner, P.E.
Cullman County, Alabama

Dear Mr. Brunner

In accordance with your request, Collins Engineers, Inc. is pleased to submit this proposal for the following work located in Cullman County, Alabama:

- Underwater imaging inspection of BIN 6960 – County Rd 222 over Smith Lake located at 34.030683, -87.058060. It should be noted that sonar doesn't meet the requirements of the NBIS, which state that underwater inspections need to provide a visual inspection on 100% of below-water surfaces. Although some bridge owners have utilized this method and gained approval from FHWA for similar difficult to inspect bridges, Collins has not included an allowance for submitting the results or discussing the project with FHWA or other governing agencies. Sonar imaging alone may not be an acceptable replacement for an underwater inspection. We recommend that Cullman County obtain written permission from FHWA to allow this sonar inspection to replace the underwater dive inspection if that is the intended use. Any approval for this type of inspection is deemed the responsibility of Cullman County, although for additional fee, Collins can provide assistance.
- Underwater dive inspection of BIN 9039 – County Rd 1422 over Lake Catoma located at 34.235977, -86.804312. Collins understands this culvert inlet may be blocked with debris. Accessible portions will be inspected with surface supplied air penetration diving equipment in accordance with Collins' Standard dive Manual. However, there may be access limitations based on the amount of debris present.

Under the direction of our project manager, a report of the inspection will be prepared, which will include the appropriate text and figures indicating the location and specifics of deterioration and all other defects or damage identified. Our inspection team will coordinate all field work activities with Cullman County and keep any other requested stakeholders informed of our progress, as well as furnish prompt notification (same day via phone call and e-mail) of any critical or unstable conditions encountered. The final report will be furnished in electronic PDF format.

SCHEDULE AND STAFFING

Collins will supply experienced underwater imaging operators and dive staff along with appropriate equipment to perform the work. Collins is proposing to perform this work in the winter months of 2025-2026 at a mutually agreeable time. The completed 3-D model and dive report will be delivered within 90 days of fieldwork.

SONAR IMAGING PROCEDURES AND DOCUMENTATION

Collins is proposing to use a high-resolution vessel mounted mobile multibeam for the bulk of the imaging work. Two such examples showing 3-D acoustic imaging are provided below.

INVOICE

City of Hanceville

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

Invoice # 11492**Total Due: \$20,000.00**

October 27, 2025

To:

Cullman County Commission
500 2nd AV SW, RM 105
Cullman, AL 35055

For:

Mudd Creek Clean up

DESCRIPTION	AMOUNT
Mudd Creek Clean-Up October 1st – October 24 th , 2025	
13 Employees, Equipment & Fuel @ \$49.02 per hour	
Total cost to City of Hanceville	<u>\$40,000.00</u>
City half	\$20,000.00
Cullman County half	\$20,000.00
Inspected on 11/03/2025 by:  Mayor Jim Sawyer	
Make all checks payable to: City of Hanceville Payment is due upon receipt. If you have any questions concerning this invoice, Contact Rusty Fields, Public Works Superintendent 256-636-1407	
Total due upon receipt	\$20,000.00

INVITATION TO BIDDERS

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Bid will be awarded in total or part to the lowest responsible bidder that meets bid specifications. A three (3) percent preference will be given to any responsible bidder(s) who meets bid specifications and are located within the boundaries of Cullman County.

The Cullman County Commission is aware that wholesale costs of petroleum products can fluctuate significantly during the bid period. Consequently, the price for such products on each order may be adjusted up or down by the same amount that the suppliers cost has increased or decreased, at the time of delivery. **The successful bidder must inform the County of the percentage over their wholesale cost that the bid is based on at the time of bid. The successful bidder must inform the County of any price changes and provide the necessary documentation for any price changes prior to delivery.**

Bidder must be able to deliver products within three days of order, and bidder must be able to provide an invoice at the time of delivery.

Vendor must have the ability to pump bulk oil into bulk tanks.

Percentage over wholesale price 8% to be added to bid.

Bid must include all delivery and fuel surcharges with no minimum quantity required.

Please note that payment will be made by check only.

If mutually agreeable between both parties, Cullman County may extend the bid period in one-year increments up to 3 years

The Cullman County Commission reserves the right to reject any/or all bids and to waive any formalities in the bidding.

If you have any questions regarding this bid please contact Joey Smith at the Cullman County Garage, 256-739-8128.

W-9 TAX DOCUMENTS and E-VERIFY ARE REQUIRED TO BE SUBMITTED WITH THIS BID. FAILURE TO DO SO MAY RESULT IN REJECTION OF BIDDERS SUBMITTAL

FAILURE TO COMPLY WITH ANY/ALL BID SPECIFICATIONS WILL RESULT IN LOSS OF BID CONTRACT.

COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN
PROTECTION ACT

(ACT 2011-535. AS AMENDED BY ACT 2012-491)

By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. The Contractor is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control

WH Thomas Oil
Company

(205)764-3449
Phone/Fax

702 Greasy Ridge Rd.
Mailing Address

William Walker III
Representative

Clanton, AL 35045
United States

ITEM	DESCRIPTION	UNIT	PRICE EA.	EST. TOTAL USAGE	TOTAL
0W20	API CLASS, SN/SM, SL/IL, SAC, PA-5, DEXOS 1 APPROVED	1-QT	\$3.29	X 100	\$329.00
		55 GL DRUM	\$613.25	X 5	\$3,066.25
SAE 5W30	API CLASS, SN/SM, SL/IL, SAC, PA-5, DEXOS 1 APPROVED	1-QT	\$3.09	X 100	\$309.00
		1-GL	\$9.95	X 100	\$995.00
		55 GL DRUM	\$537.90	X 10	\$5,379.00
DRIVE TRAIN OIL	10 WT MUST MEET CAT SPECS TO-4	5 GL	\$54.20	X 30	\$1,626.00
SAE 15W40	API CK-4,CJ-4, CI-4, CI-4 Plus and CH-4	1-QT	\$3.08	X 200	\$616.00
		1-GL	\$12.89	X 200	\$2,578.00
		55 GL DRUM	\$520.30	X 5	\$2,601.50
		BULK PER GL	\$8.91	X 500	\$4,455.00
TRANSMISSION FLUID	DEXRON VI	1-QT	\$4.21	X 100	\$421.00
	DEXRON/MERCON	1-QT	\$2.94	X 50	\$147.00
	MERCON V	1-QT	\$2.94	X 50	\$147.00
	MERCON SP	1-QT	\$4.44	X 50	\$222.00
	ALLISON APPROVED TES 668	1-GL	\$24.63	X20	\$492.60
HYDRAULIC FLUID	ISO 32 TRACTOR HYD	5 GL	\$40.10	X 100	\$4,010.00
	MEETS the Requirements for JDM J20	5 GL	\$40.55	X 50	\$2,027.50
		BULK PER GL	\$6.65	X 500	\$3,325.00
GREASE	MULTI PURPOSE HD LITHIUM	TUBE	\$3.54	X 150	\$531.00
		120 LB DRUM	\$444.00	X 15	\$6,660.00
GEAR OIL	80W90	1-QT	\$4.53	X 50	\$226.50
		5 GL	\$64.65	X 5	\$323.25
	80W140	1-QT	\$4.53	X 50	\$226.50
		5 GL	\$65.85	X 5	\$329.25

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Bidder must be able to deliver products within three days of order, and bidder must be able to provide an invoice at the time of delivery.

Vendor must have the ability to pump bulk oil into bulk tanks.

Percentage over wholesale price 12 to be added to bid.

Bid must include all delivery and fuel surcharges with no minimum quantity required.

Please note that payment will be made by check only.

If mutually agreeable between both parties, Cullman County may extend the bid period in one-year increments up to 3 years

The Cullman County Commission reserves the right to reject any/or all bids and to waive any formalities in the bidding.

If you have any questions regarding this bid please contact Joey Smith at the Cullman County Garage, 256-739-8128.

W-9 TAX DOCUMENTS and E-VERIFY ARE REQUIRED TO BE SUBMITTED WITH THIS BID. FAILURE TO DO SO MAY RESULT IN REJECTION OF BIDDERS SUBMITTAL

FAILURE TO COMPLY WITH ANY/ALL BID SPECIFICATIONS WILL RESULT IN LOSS OF BID CONTRACT.

COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN
PROTECTION ACT

(ACT 2011-535, AS AMENDED BY ACT 2012-491)

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Truckworx
Company

256-308-0162
Phone/Fax

28540 Fanning Dr
Mailing Address
Madison, AL 35756

Adam Terry
Representative

ITEM	DESCRIPTION	UNIT	PRICE EA.	EST. TOTAL USAGE	TOTAL
0W20	API CLASS, SN/SM, SL/IL, SAC, PA-5, DEXOS 1 APPROVED	1-QT	5.15	X 100	515.00
		55 GL DRUM		X 5	
SAE 5W30	API CLASS, SN/SM, SL/IL, SAC, PA-5, DEXOS 1 APPROVED	1-QT	3.35	X 100	335.00
		1-GL		X 100	
		55 GL DRUM		X 10	
DRIVE TRAIN OIL	10 WT MUST MEET CAT SPECS TO-4	5 GL		X 30	
SAE 15W40	API CK-4,CJ-4, CI-4, CI-4 Plus and CH-4	1-QT		X 200	
		1-GL	12.87	X 200	2574.00
		55 GL DRUM		X 5	
		BULK PER GL	8.95	X 500	4475.00
TRANSMISSION FLUID	DEXRON VI	1-QT	7.64	X 100	764.00
	DEXRON/MERCON	1-QT	3.73	X 50	186.50
	MERCON V	1-QT		X 50	
	MERCON SP	1-QT		X 50	
	ALLISON APPROVED TES 668	1-GL	36.40	X20	728.00
HYDRAULIC FLUID	ISO 32 TRACTOR HYD	5 GL	36.95	X 100	3695.00
	MEETS the Requirements for JDM J20	5 GL		X 50	
		BULK PER GL		X 500	
GREASE	MULTI PURPOSE HD LITHIUM	TUBE	2.69	X 150	403.50
		120 LB DRUM	335.94	X 15	5039.10
GEAR OIL	80W90	1-QT		X 50	
		5 GL	69.43	X 5	347.15
	80W140	1-QT		X 50	
		5 GL		X 5	

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Bidder must be able to deliver products within three days of order, and bidder must be able to provide an invoice at the time of delivery.

Vendor must have the ability to pump bulk oil into bulk tanks.

Percentage over wholesale price 18.6 to be added to bid.

Bid must include all delivery and fuel surcharges with no minimum quantity required.

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The McPherson Companies, Inc.
Company

5051 Cardinal Street
Mailing Address

Trussville, AL 35173

888.802.7500 / 205.308.3028
Phone/Fax


Representative 
Ryan Harrison



ITEM	DESCRIPTION	UNIT	PRICE EA.	EST. TOTAL USAGE	TOTAL
0W20	API CLASS, SN/SM, SL/IL, SAC, PA-5, DEXOS 1 APPROVED	1-QT	\$3.06	X 100 <u>Proteck Elite Dexos 0w20</u>	\$306.25
		55 GL DRUM	\$506.00	X 5 <u>Proteck Elite 0w20</u>	\$2,530.00
SAE 5W30	API CLASS, SN/SM, SL/IL, SAC, PA-5, DEXOS 1 APPROVED	1-QT	\$3.00	X 100 <u>Proteck Elite SB 5w30</u>	\$300.00
		1-GL	\$5.75	X 100 <u>Proteck Elite SB 5w30</u>	\$575.00
		55 GL DRUM	\$415..25	X 10 <u>Proteck Elite SB 5w30</u>	\$4,152.50
DRIVE TRAIN OIL	10 WT MUST MEET CAT SPECS TO-4	5 GL	\$52.50	X 30 <u>Proteck Trans 10wt</u>	\$1,575.00
SAE 15W40	API CK-4,CJ-4, CI-4, CI-4 Plus and CH-4	1-QT	\$3.45	X 200 <u>MOBIL HDEO 15W40</u>	\$690.00
		1-GL	\$11.75	X 200 <u>MOBIL HDEO 15W40</u>	\$2,350.00
		55 GL DRUM	\$519.20	X 5 <u>MOBIL HDEO 15W40</u>	\$2,596.00
		BULK PER GL	\$7.94	X 500 <u>MOBIL HDEO 15W40</u>	\$3,790.00
TRANSMISSION FLUID	DEXRON VI	1-QT	\$5.03	X 100 <u>MAGI Dex-VI ATF</u>	\$503.00
	DEXRON/MERCON	1-QT	\$2.73	X 50 <u>MAGI Dex III</u>	\$136.25
	MERCON V	1-QT	\$4.56	X 50 <u>MAGI Mercon V ATF</u>	\$228.13
	MERCON SP	1-QT	\$7.63	X 50 <u>Motocraft Mercon SP</u>	\$381.25
	ALLISON APPROVED TES 668	1-GL	\$27.00	X20 <u>LUBRIGARD 668-5523</u>	\$540.00
HYDRAULIC FLUID	ISO 32 TRACTOR HYD	5 GL	\$38.90	X 100 <u>Proteck UTF J20C</u>	\$3,890.00
	MEETS the Requirements for JDM J20	5 GL	\$38.90	X 50 <u>Proteck UTF J20C</u>	\$1,945.00
		BULK PER GL	\$6.28	X 500 <u>Proteck UTF J20C</u>	\$3,140.00
GREASE	MULTI PURPOSE HD LITHIUM	TUBE	\$2.34	X 150 <u>Proteck Tacky Red</u>	\$350.45
		120 LB DRUM	\$322.00	X 15 <u>Proteck Tacky Red</u>	\$4,830.00
GEAR OIL	80W90	1-QT	\$4.35	X 50 <u>MAGI 80w90 10x1qt</u>	\$217.50
		5 GL	\$42.99	X 5 <u>Proteck Super HD 80w90</u>	\$214.95
	80W140	1-QT	\$4.17	X 50 <u>MAGI 85w140 10x1qt</u>	\$208.33
		5 GL	\$58.50	X 5 <u>Proteck Super HD 85w140</u>	\$292.48

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Wednesday, November 5, 2025, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for emulsified asphalt for the Cullman County Road Dept. and various municipalities in Cullman County. At this time sealed bids will be publicly opened and read aloud. The County Commission reserves the right to reject any/or all bids and to waive any formality in the bidding.

This bid will be a cooperative bid between the Cullman County Commission and the following municipalities located within Cullman County. Town of Good Hope, Town of Colony, Town of Garden City, Town of Dodge City, Town of Holly Pond, Town of Baileyton, Town of Fairview, Town of West Point, City of Hanceville, Cullman County Commission on Education, City of Cullman, and the Town of Berlin. Each participating governmental entity will be responsible for issuing its own purchase orders, deliver instructions, invoicing, insurance requirements, and issue its own tax exemption certificates as required by vendors.

ITEMS	DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID PRICE PER GALLON	EXTENDED PRICE
A. Emulsified Asphalt	Rapid Set, Grade CHF RS-2P	Gal.	50,000 Gal.	NO BID	NO BID
B. Emulsified Asphalt	Rapid Set, Grade CRS2	Gal.	500,000 Gal.	\$1.98	\$990,000
C. Emulsified Asphalt	Rapid Set, Grade CRS-2P	Gal.	200,000 Gal.	\$2.38	\$476,000
Total Bid (Based on Estimated Quantities)					\$1,466,000

FOB various job sites in Cullman County, as needed for a period of one (1) year beginning with the date of award. Bid may be extended up to three (3) years in one (1) year increments if mutually agreeable by the Cullman County Commission and the successful bidder. Estimated quantities shown are for bid purposes only and do not reflect actual quantities to be ordered.

This material shall conform to requirements of Section 804 & 401 Bituminous Surface Treatment, ALDOT Standard Specifications for Highway Construction, Current edition. **This material must be compatible with the stone that Cullman County uses.**

Prices of materials on contracts developed from this inquiry will also be adjusted, plus or minus, based on the ALDOT "Asphalt Index" as shown in ALDOT's "2008 Standard Specifications for Highway Construction" Section 109.03(e). This index may be found on the internet at www.dot.state.us under Construction Bureau. Price adjustment will be made in the following manner. It is agreed that a ton of Liquid Asphalt, for purpose of price adjustments to the contract shall equal 235 gallons (8.51 lbs. per gallon). The "Index" effective for month and year at the time of contract award shall establish a base index to which price adjustment plus or minus will be made.

Invoices for asphalt adjustment payments are to be submitted after delivery of the original amount of tonnage stated on purchase orders and then after delivery of each subsequent modification. The price adjustment will be computed for payment and adjustment payment made based on these particular months "Index" delivery was made provided the "Index" had changed by at least 5% plus or minus for the Base Index. The actual amount of adjustment payment increases or decreases will be determined by multiplying the increase or decrease of the months "Index" from the Base Index, by the amount in gallons of Liquid Asphalt shown on the invoice(s).

Cullman County will make every effort to expedite unloading of material at job site. It is understood that some shipments will unload quicker than the successful bidder has figured in his bid price, some slower. Also, periodically the asphalt delivery tanker will not be on time resulting in substantial down time for our paving crew. All things being equal we are of the opinion this will all balance. Subsequently, all material purchased under this bid shall be delivered to Cullman County with no "Demurrage Charges" attached.

Submittal of bid signifies the company indicated below agrees to the above statements.

Bid will be awarded to the lowest "Total Bid" received from a responsible bidder. Any questions regarding this bid should be directed to County Engineer Bryan Cheatwood at (256) 796-1336.

Ergon Asphalt & Emulsions
Company

205-436-3413 / 205-436-3404
Phone/Fax

7890 Birmingport Road
Mailing Address


Representative
Trae Strain, Area Sales Manager

Mulga, AL 35118

COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT

(ACT 2011-535, AS AMENDED BY ACT 2012-491)

By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. The Contractor is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control

W-9 TAX DOCUMENTS and E-VERIFY ARE REQUIRED TO BE SUBMITTED WITH THIS BID. FAILURE TO DO SO MAY RESULT IN REJECTION OF BIDDERS SUBMITTAL

FAILURE TO COMPLY WITH ANY/ALL BID SPECIFICATIONS WILL RESULT IN LOSS OF BID CONTRACT.

1. Quoted prices are tied to November 2025 ALDOT Index and will adjust monthly with any changes in Index.
2. Federal Environmental Fee: \$.0015/gal.
3. Pump Charge: \$85 - if needed.
4. Drop Tanker: \$500/mo (30 days); \$125/wk thereafter - if needed.
5. E-Verify Number: 149592.

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Wednesday, November 5, 2025, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for traffic signs. At this time sealed bids will be publicly opened and read aloud.

This bid will be a cooperative bid between the Cullman County Commission and the following municipalities within Cullman County.

Town of Good Hope, Town of Colony, Town of Garden City, Town of Dodge City, Town of Holly Pond, Town of Baileyton, Town of Fairview, Town of West Point, City of Hanceville, Cullman County Board of Education, City of Cullman, and the Town of Berlin.

The Award of the bid will be made by the Cullman County Commission on behalf of all the indicated governmental entities. Price bid will include all freight charges.

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

All orders must be delivered within fourteen (14) days from date of order.

The Cullman County Commission reserves the right to reject any and/or all bids and to waive any formalities in the bidding.

If mutually agreeable between both parties, the Cullman County Commission may extend the bid period one- year increments for up to three years.

COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535. AS AMENDED BY ACT 2012-491)

By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. The Contractor is enrolled in E-Verify unless it is not eligible to enroll because of t! rules of that program or other factors beyond its control

W-9 TAX DOCUMENTS and E-VERIFY ARE REQUIRED TO BE SUBMITTED WITH THIS BID. FAILURE TO DO MAY RESULT IN REJECTION OF BIDDERS SUBMITTAL.

Total Bid Price \$ 78,648.51

Phone

Fax

James Watson
Representative

James Watson

256-435-5014 *Please see
attached Bid
notes for
discounts.

SPECIFICATIONS FOR ROAD SIGNS

SIZE	STOCK	DESCRIPTION	ESTIMATED QUANTITY	PRICE	EXTENDED PRICE
18"X24"	R12-2	Axle Weight Limit Tons	20	17 46	349 20
24"x30"	R12-2	Axle Weight Limit Tons	20	29 10	582 00
040X14X16	SVM-V1	Slow Moving Vehicle	5	14 50	72 50
24"x24"	W41-4A	Watch for Children	20	23 28	465 60
24"X24"	N-12	Deaf Child Area	5	23 28	116 40
12"X18"	R7-8B	Handicapped Parking Only	10	8 73	87 30
18"X18"	D9-6	Handicapped	5	13 10	65 50
12"X18"	R7-8A	Reserved Parking	5	8 73	43 65
18"X12"	M1-6A	Arrows	350	8 96	3,136 00
21"X15"	M1-6A	Arrows	150	13 07	1,960 50
18"X24"	CV-9	Thanks for not Littering	40	17 46	698 40
18"X24"		Neighborhood Watch (2 colors)	10	17 46	174 60
18"X24"		Aluminum Blanks	50	11 64	582 00
18"X18"		Aluminum Blanks	50	8 73	436 50
24" X 24"		Aluminum Blanks	50	15 52	776 00
12"X6"		Aluminum Blanks	5	19 1	9.70
30"X72"		Aluminum Blanks	10	58 20	582 00
30"X30"		Aluminum Blanks	50	24 25	1,212 50
3/4"X50YD		Black Border Tape	2	11 00	22 00
3/4"X50YD		White Border Tape	2	11 00	22 00
30"		STOP FACES P/S	50	13 32	666 00
36"		STOP FACES P/S	25	19 19	479 75

All signs .080 Aluminum High Intensity Facings. Signs will be orders on an "as needed" basic for a period of one year, beginning with the date of the award.

TRAFFIC SIGNS, INC.
850 Whites Gap Rd. SE
Jacksonville, AL 36265

SPECIFICATIONS FOR ROAD SIGNS

SIZE	STOCK	DESCRIPTION	ESTIMATED QUANTITY	PRICE	EXTENDED PRICE
18 1/2"		RED DOTS for STOP AHEAD	100	4 60	460.00
18"	M1-6	County Route Marker	300	18 72	5,616.00
24"	M1-6	County Route Marker	190	31 41	5,891.90
36"	R1-1	Stop	20	50 81	1,016.20
30"	R1-1	Stop	115	35 28	4,057.20
30"	W1-1	Turn Symbol	30	36 38	1,091.40
30"	W1-2 L/R	Curve Symbol	30	36 38	1,091.40
30"	W1-3 L/R	Curve Sign	30	36 38	1,091.40
30"	W1-5 L/R	Winding Road Symbol	10	36 38	363.80
18"X24"	W1-8	Chevron Alignment Symbol	20	17 46	349.20
30"	W2-1	Crossroads Symbol	10	36 38	363.80
30"	W2-2	Side Road Symbol	10	36 38	363.80
30"	W3-1	Stop Ahead Symbol	20	37 75	755.00
30"	W5-2	Narrow Bridge	5	36 38	181.90
30"	W5-3	One Lane Bridge	5	36 38	181.90
30"	W7-1	Hill Symbol	5	36 38	181.90
30"	W8-1	Bump	10	36 38	363.80
30"	W8-2	Dip	10	36 38	363.80
30"	W8-7	Loose Gravel	30	36 38	1,091.40
30"	W11-8	Advance Fire Station Symbol	10	36 38	363.80
30"	W11-10	Advance Truck Crossing Symbol	10	36 38	363.80
30"	W14-1	Dead End	30	36 38	1,091.40

All signs .080 Aluminum High Intensity Facings. Signs will be orders on an "as needed" basic for a period of one year, beginning with the date of the award.

TRAFFIC SIGNS, INC.
850 Whites Gap Rd. SE
Jacksonville, AL 36265

SPECIFICATIONS FOR ROAD SIGNS

SIZE	STOCK	DESCRIPTION	ESTIMATED QUANTITY	PRICE	EXTENDED PRICE
30"	W14-2	No Outlet	20	36 38	727 60
36"	W20-1	Road Construction Ahead	10	52 32	523 90
36x36		Mowers Ahead Mesh Signs w/Ribs Orange	20	42 00	840 00
36x36		Road Work Ahead Mesh Signs w/Ribs Orange	20	42 00	840 00
18x18		Solid Orange Vinyl Flags 24" Wooden Staff	40	5 00	200 00
30"	W21-1A	Men Working Symbol	10	36 38	363 80
18"x 24"	R2-1	Speed Limit Blanks	10	17 40	174 00
24"x30"	R2-1	Speed Limit Blanks	10	29 10	291 00
12"x36"	H-1 L/R	Bridge/Object Markers	10	17 40	174 00
30"	W42-7	Trucks Entering	10	36 38	363 80
30"	W14-4	Limited Sight Distance	5	36 38	181 90
30"	W10-11	Truck Symbol	10	36 38	363 80
30"	N-12	Deaf Child Ahead	10	36 38	363 80
12x18"	R7-8A	Handicap Parking	10	8 88	88 80
48x24"	W1-7	Large Arrow	5	46 56	232 80
36"X12"	W1-6	ONE WAY ARROW	5	17 46	87 30
30x30"	R5-1	Do Not Enter	5	36 38	181 90
24x24"	R5-1	Do Not Enter	5	23 38	116 40
36X36X36"	R1-2	Yield	10	26 19	261 90
30"x30"x30"	R1-2	Yield	10	19 50	195 00
12"X6"	R1-3P	ALL WAY	20	4 57	91 40
18"X18"	FL-1-6	Stop Slow Paddle	10 BAKED ENAMEL	29 87	298 70

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TRAFFIC SIGNS, INC.
850 Whites Gap Rd. SE
Jacksonville, AL 36265

SPECIFICATIONS FOR ROAD SIGNS

SIZE	STOCK	DESCRIPTION	ESTIMATED QUANTITY	PRICE	EXTENDED PRICE
30"X30"	W-41-1	Blank	10	36 ³⁸ 36 ³⁸	363 ⁸⁰ 363 ⁸⁰
30"X30"	W-41-2	Blank	10	36 ³⁸ 36 ³⁸	363 ⁸⁰ 363 ⁸⁰
8"x 24"		Blank	30	7 ³³ 7 ³³	219 ⁹⁰ 219 ⁹⁰
2' 2 lb/ft.		Enamel Post <i>Green</i>	300	4 ⁵⁵ 4 ⁵⁵	1,365 ⁰⁰ 1,365 ⁰⁰
8' 2 lb/ft.		Enamel Post <i>Green</i>	300	18 ²⁰ 18 ²⁰	5,460 ⁰⁰ 5,460 ⁰⁰
10' 2 lb/ft.		Enamel Post <i>Green</i>	200	22 ⁷⁵ 22 ⁷⁵	4,550 ⁰⁰ 4,550 ⁰⁰
2"	C	Numbers	6	34 ⁵ 34 ⁵	20 ²⁰ 20 ²⁰
3"	C	Letters and Numbers	2	5 ⁵⁹ 5 ⁵⁹	11 ¹⁸ 11 ¹⁸
7"*		Delineator Posts	50	8 ¹⁶ 8 ¹⁶	408 ⁰⁰ 408 ⁰⁰
8"	E PS**	Letters (Pack Contains 25)	2	22 ⁴⁶ 22 ⁴⁶	44 ⁹² 44 ⁹²
6"	C PS	Letters – like letters or	4	9 ⁷² 9 ⁷²	38 ⁸⁸ 38 ⁸⁸
4"	C PS	Letters – Numbers	6	8 ⁵⁸ 8 ⁵⁸	51 ⁴⁸ 51 ⁴⁸
3"	C PS	Blank Numbers 0-1-2-3-4-5-6-7-8-9	Packet of each	5 ⁵⁹ 5 ⁵⁹	55 ⁹⁰ 55 ⁹⁰
8"X50 yd	LEFT or RIGHT	ORANGE & WHITE PRE-STRIPED BARICADE SHEETING High Intensity, P.S.	1 ROLL	165 ⁹⁸ 165 ⁹⁸	165 ⁹⁸ 165 ⁹⁸
30"X50 yd	PS	Reflector High Intensity Sheeting Sq. Ft.	1	503 ¹⁰ 503 ¹⁰	503 ¹⁰ 503 ¹⁰
6" X 50 yd	PS	Reflector Sheeting High Intensity	1	100 ⁶² 100 ⁶²	100 ⁶² 100 ⁶²
30"X30"	S3-1 **	School Bus Stop Ahead	20	36 ³⁸ 36 ³⁸	727 ⁶⁰ 727 ⁶⁰
30"X30"	S1-1 **	School Crossing Sign	5	36 ³⁸ 36 ³⁸	181 ⁹⁰ 181 ⁹⁰
36"X36"	S2-1 **	School Crossing Sign	5	52 ³⁸ 52 ³⁸	261 ⁹⁰ 261 ⁹⁰
24"x48"	S5-1	School/Speed Limit	5	46 ⁵⁶ 46 ⁵⁶	232 ⁸⁰ 232 ⁸⁰
30"X30"	W11-2A **	School Crossing Sign	5	36 ³⁸ 36 ³⁸	181 ⁹⁰ 181 ⁹⁰
24"x36"	R12-	Weight Limit Signs 7 Vehicles	20	34 ⁹² 34 ⁹²	698 ⁴⁰ 698 ⁴⁰
24"x48"		Weight Limit Tons	20	46 ⁵² 46 ⁵²	931 ²⁰ 931 ²⁰

*Quoting 1.12# per foot, green

**Quoting High Intensity, White, Pressure Sensitive Letters

TRAFFIC SIGNS, INC.
850 Whites Gap Rd. SE
Jacksonville, AL 36265

SPECIFICATIONS FOR ROAD SIGNS

SIZE	STOCK	DESCRIPTION	ESTIMATED QUANTITY	PRICE	EXTENDED PRICE
24"X30"	R-12-1	Weight Limit	20	29 ¹⁰	582 ⁰⁰
8'	High Intensity	BARICADES FEET & LEGS	10	409 ⁰⁰	4,090 ⁰⁰
Standard Size for 8'	Barricade	FEET & LEGS ONLY	10	88 ¹⁰	881 ⁰⁰
	SIGN STANDS W/OUT SPRINGS	ALUM LEGS	6	101 ⁰⁰	606 ⁰⁰
30"	W-10-1	Railroad Crossing Sign	5	36 ³⁸	181 ⁹⁰
36"	W-10-1	Railroad Crossing Sign	5	52 ³⁸	261 ⁹⁰
48X48X36	W14-3	No Passing Zone	5	37 ⁸³	189 ¹⁵
24X24		ADOPT-A-MILE	50	23 ²⁸	1,164 ⁰⁰
36X36		MESH SIGNS ALL SIGNS W/RIBS	50	42 ⁰⁰	2,100 ⁰⁰
	V-11	TRIPOD STAND	50	55 ⁰⁰	2,750 ⁰⁰
18"		HIDDEN DRIVE YELLOW	50	13 ¹⁰	655 ⁰⁰
5/16"X2 1/4"		CARRIAGE BOLTS	2000	•25	500 ⁰⁰
5/16"		NUTS	2000	•18	360 ⁰⁰
18"		CONES WITH WEIGHTED BASE	20	12 ⁰⁰	240 ⁰⁰
28"		CONES WITH WEIGHTED BASE	20	19 ⁰⁰	380 ⁰⁰
		SAFETY DRUMS WITH WEIGHTED BASE	20	45 ⁰⁰	1,300 ⁰⁰

TOTAL \$ 78,648⁵¹

All signs .080 Aluminum High Intensity Facings. Signs will be orders on an "as needed" basic for a period of one year, beginning with the date of the award.

Unless specified, bid pricing is for High Intensity sheeting only. All signs must meet standard requirements of the Manual on uniform Traffic Control Devices. Any questions regarding this bid should be directed to Mr. Steve Johns at the County Road Dept. (256) 796-1336.

TRAFFIC SIGNS, INC.
850 Whites Gap Rd. SE
Jacksonville, AL 36265

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W-9 TAX DOCUMENTS and E-VERIFY ARE REQUIRED TO BE SUBMITTED WITH THIS BID. FAILURE TO DO MAY RESULT IN REJECTION OF BIDDERS SUBMITTAL.

Total Bid Price \$ 92,690.71

(800) 223-8594
Phone

G & C Supply Co., Inc.
Company

(731) 662-4489
Fax
Carla Orkine
Representative

P.O. Drawer 459 Atwood, TN 38220
Mailing Address

SPECIFICATIONS FOR ROAD SIGNS

SIZE	STOCK	DESCRIPTION	ESTIMATED QUANTITY	PRICE	EXTENDED PRICE
18"X24"	R12-2	Axle Weight Limit Tons	20	18.75	375.00
24"x30"	R12-2	Axle Weight Limit Tons	20	31.26	625.20
040X14X16	SVM-V1	Slow Moving Vehicle	5	23.88	119.40
24"x24"	W41-4A	Watch for Children	20	25.01	500.20
24"X24"	N-12	Deaf Child Area	5	25.01	125.05
12"X18"	R7-8B	Handicapped Parking Only	10	12.25	122.50
18"X18"	D9-6	Handicapped	5	16.78	83.90
12"X18"	R7-8A	Reserved Parking	5	12.25	61.25
18"X12"	M1-6A	Arrows	350	13.84	4,844.00
21"X15"	M1-6A	Arrows	150	20.76	3,114.00
18"X24"	CV-9	Thanks for not Littering	40	19.42	776.80
18"X24"		Neighborhood Watch (2 colors)	10	19.71	197.10
18"X24"		Aluminum Blanks	50	13.05	652.50
18"X18"		Aluminum Blanks	50	9.79	489.50
24" X 24"		Aluminum Blanks	50	17.40	870.00
12"X6"		Aluminum Blanks	5	2.18	10.90
30"X72"		Aluminum Blanks	10	65.25	652.50
30"X30"		Aluminum Blanks	50	27.19	1,359.50
3/4"X50YD		Black Border Tape	2	18.16	36.32
3/4"X50YD		White Border Tape	2	18.16	36.32
30"		STOP FACES P/S	50	14.50	725.00
36"		STOP FACES P/S	25	20.88	522.00

All signs .080 Aluminum High Intensity Facings. Signs will be orders on an "as needed" basic for a period of one year, beginning with the date of the award.

SPECIFICATIONS FOR ROAD SIGNS

SIZE	STOCK	DESCRIPTION	ESTIMATED QUANTITY	PRICE	EXTENDED PRICE
18 1/2"		RED DOTS for STOP AHEAD	100	6.50	650.00
18"	M1-6	County Route Marker	300	23.92	7,176.00
24"	M1-6	County Route Marker	190	34.20	6,498.00
36"	R1-1	Stop	20	51.18	1,023.60
30"	R1-1	Stop	115	36.18	4,160.70
30"	W1-1	Turn Symbol	30	39.07	1,172.10
30"	W1-2 L/R	Curve Symbol	30	39.07	1,172.10
30"	W1-3 L/R	Curve Sign	30	39.07	1,172.10
30"	W1-5 L/R	Winding Road Symbol	10	39.07	390.70
18"X24"	W1-8	Chevron Alignment Symbol	20	18.75	375.00
30"	W2-1	Crossroads Symbol	10	39.07	390.70
30"	W2-2	Side Road Symbol	10	39.07	390.70
30"	W3-1	Stop Ahead Symbol	20	43.31	866.20
30"	W5-2	Narrow Bridge	5	39.07	195.35
30"	W5-3	One Lane Bridge	5	39.07	195.35
30"	W7-1	Hill Symbol	5	39.07	195.35
30"	W8-1	Bump	10	39.07	390.70
30"	W8-2	Dip	10	39.07	390.70
30"	W8-7	Loose Gravel	30	39.07	1,172.10
30"	W11-8	Advance Fire Station Symbol	10	39.07	390.70
30"	W11-10	Advance Truck Crossing Symbol	10	39.07	390.70
30"	W14-1	Dead End	30	39.07	1,172.10

All signs .080 Aluminum High Intensity Facings. Signs will be ordered on an "as needed" basis for a period of one year, beginning with the date of the award.

SPECIFICATIONS FOR ROAD SIGNS

SIZE	STOCK	DESCRIPTION	ESTIMATED QUANTITY	PRICE	EXTENDED PRICE
30"	W14-2	No Outlet	20	39.07	781.40
36"	W20-1	Road Construction Ahead	10	56.25	562.50
36x36		Mowers Ahead Mesh Signs w/Ribs Orange	20	67.68	1,353.60
36x36		Road Work Ahead Mesh Signs w/Ribs Orange	20	67.68	1,353.60
18x18		Solid Orange Vinyl Flags 24" Wooden Staff	40	5.50	220.00
30"	W21-1A	Men Working Symbol	10	39.07	390.70
18"x 24"	R2-1	Speed Limit Blanks	10	18.75	187.50
24"x30"	R2-1	Speed Limit Blanks	10	31.76	317.60
12"x36"	H-1 L/R	Bridge/Object Markers	10	18.75	187.50
30"	W42-7	Trucks Entering	10	39.07	390.70
30"	W14-4	Limited Sight Distance	5	39.07	195.35
30"	W10-11	Truck Symbol	10	39.07	390.70
30"	N-12	Deaf Child Ahead	10	39.07	390.70
12x18"	R7-8A	Handicap Parking	10	12.25	122.50
48x24"	W1-7	Large Arrow	5	50.02	250.10
36"X12"	W1-6	ONE WAY ARROW	5	18.75	93.75
30x30"	R5-1	Do Not Enter	5	39.07	195.35
24x24"	R5-1	Do Not Enter	5	25.05	125.05
36X36X36"	R1-2	Yield	10	38.15	381.50
30"x30"x30"	R1-2	Yield	10	28.19	281.90
12"X6"	R1-3P	ALL WAY	20	4.96	99.20
18"X18"	FL-1-6	Stop Slow Paddle	10 BAKED ENAMEL	39.94	399.40

All signs .080 Aluminum High Intensity Facings. Signs will be orders on an "as needed" basic for a period of one year, beginning with the date of the award.

- .080 Aluminum
6ft Wood Handle

SPECIFICATIONS FOR ROAD SIGNS

SIZE	STOCK	DESCRIPTION	ESTIMATED QUANTITY	PRICE	EXTENDED PRICE
30"X30"	W-41-1	Blank	10	39.07	390.70
30"X30"	W-41-2	Blank	10	39.07	390.70
8"x 24"		Blank	30	5.80	174.00
2' 2 lb/ft.		Enamel Post	300	10.02	3,006.00
8' 2 lb/ft.		Enamel Post	300	17.90	5,370.00
10' 2 lb/ft.		Enamel Post	200	22.38	4,476.00
2"	C	Numbers	6	13.50	81.00
3"	C	Letters and Numbers	2	15.50	31.00
7"		Delineator Posts	50	11.60	580.00
8"	E PS**	Letters (Pack Contains 25)	2	18.50	37.00
6"	C PS	Letters – like letters or	4	16.50	66.00
4"	C PS	Letters – Numbers	6	14.50	87.00
3"	C PS	Blank Numbers 0-1-2-3-4-5-6-7-8-9	Packet of each	12.50	125.00
8"X50 yd	LEFT or RIGHT	ORANGE & WHITE PRE-STRIPED BARICADE SHEETING High Intensity, P.S.	1 ROLL	233.50	233.50
30"X50 yd	PS	Reflector High Intensity Sheeting Sq. Ft.	1	729.20	729.20
6" X 50 yd	PS	Reflector Sheeting High Intensity	1	145.84	145.84
30"X30"	S3-1 **	School Bus Stop Ahead	20	39.07	781.40
30"X30"	S1-1 **	School Crossing Sign	5	39.07	195.35
36"X36"	S2-1 **	School Crossing Sign	5	56.21	281.05
24"x48"	S5-1	School/Speed Limit	5	50.02	250.10
30"X30"	W11-2A **	School Crossing Sign	5	39.07	195.35
24"x36"	R12-	Weight Limit Signs 7 Vehicles	20	37.53	750.60
24"x48"		Weight Limit Tons	20	60.05	1,201.00

*Quoting 1.12# per foot, green

**Quoting High Intensity, White, Pressure Sensitive Letters

SPECIFICATIONS FOR ROAD SIGNS

SIZE	STOCK	DESCRIPTION	ESTIMATED QUANTITY	PRICE	EXTENDED PRICE
24"X30"	R-12-1	Weight Limit	20	31.26	625.20
8'	High Intensity	BARICADES FEET & LEGS	10	274.45	2,744.50
Standard Size for 8'	Barricade	FEET & LEGS ONLY	10	150.00	1,500.00
	SIGN STANDS W/OUT SPRINGS	ALUM LEGS	6	182.43	1,094.58
30"	W-10-1	Railroad Crossing Sign	5	37.91	189.55
36"	W-10-1	Railroad Crossing Sign	5	54.68	273.40
48X48X36	W14-3	No Passing Zone	5	70.44	352.20
24X24		ADOPT-A-MILE	50	28.32	1,416.00
36X36		MESH SIGNS ALL SIGNS W/RIBS	50	67.68	3,384.00
	V-11	TRIPOD STAND	50	46.00	2,300.00
18"		HIDDEN DRIVE YELLOW	50	19.76	988.00
5/16"X2 1/4"		CARRIAGE BOLTS	2000	.52	1,040.00
5/16"		NUTS	2000	.07	140.00
18"		CONES WITH WEIGHTED BASE	20	8.50	170.00
28"		CONES WITH WEIGHTED BASE	20	13.75	275.00
		SAFETY DRUMS WITH WEIGHTED BASE	20	86.00	1,720.00

TOTAL \$ 92,690.71

All signs .080 Aluminum High Intensity Facings. Signs will be orders on an "as needed" basic for a period of one year, beginning with the date of the award.

Unless specified, bid pricing is for High Intensity sheeting only. All signs must meet standard requirements of the Manual on uniform Traffic Control Devices. Any questions regarding this bid should be directed to Mr. Steve Johns at the County Road Dept. (256) 796-1336.

BID #1495

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Wednesday, November 5, 2025, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for traffic striping. At this time sealed bids will be publicly opened and read aloud.

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

The award of this bid will be made by the Cullman County Commission on behalf of all indicated governmental entities.

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

The Cullman County Commission reserves the right to reject any/or all bids to waive any formalities in the bidding.

All bids must comply with State of Alabama bid requirements.

COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND
CITIZEN PROTECTION ACT

(ACT 2011-535. AS AMENDED BY ACT 2012-491)

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W-9 TAX DOCUMENTS and E-VERIFY ARE REQUIRED TO BE SUBMITTED WITH THIS BID. FAILURE TO DO SO MAY RESULT IN REJECTION OF BIDDERS SUBMITTAL.

SPECIFICATIONS FOR TRAFFIC STRIPING

This bid shall be to perform the work and supply the materials, as needed and described therein, for a one (1) year period beginning on the date of the award.

All work performed and all materials supplied shall conform to the requirements of the Ala. Dept. of Transportation's Standard Specification for Highway Construction, current edition, and any revisions or special issued since its publications, and also to the requirements of the U.S. Dept. of Transportation Manual on Traffic Control Devices.

		Price per Mile
701A-004	Solid White, Class 1, Type A Traffic Stripe	\$ 625.00
701A-008	Broken Yellow, Class 1 Type A Traffic Stripe	\$ 325.00
701A-012	Solid Yellow, Class 1, Type A Traffic Stripe	\$ 625.00
701A-031	Solid White, Class 2, Type A Traffic	\$ 3,600.00
701A-035	Solid Yellow, Class 2, Type A Traffic Stripe	\$ 3,600.00
701A-045	Broken Yellow, Class 2, Type Traffic Stripe	\$ 1,800.00
701C-000	Broken Temporary Traffic Stripe	\$ 950.00
701C-001	Solid Temporary Traffic Stripe	\$ 950.00
701G-083	Solid White, Class 2T, Type A Traffic Stripe	\$ 3,000.00
701G-086	Broken Yellow, Class 2T, Type A Traffic Stripe	\$ 1,500.00
701G-089	Solid Yellow, Class 2T, Type A Traffic Stripe	\$ 3,000.00
		Price per Sq. Feet
703A-002	Traffic Control Markings, Class 2, Type A	\$ 6.00
703B-002	Traffic Control Legends, Class 2, Type A	\$ 6.00
703A-000	Traffic Control Markings, Class 1, Type A	\$ 3.00
703B-000	Traffic Control Legends, Class 1, Type A	\$ 3.00
		Price per Each
705A-037	Raised Reflective Pavement Markers Class A-H, Type 2-D	\$ 6.00

J. C. Cheek Contractors, Inc.
Company

(662) 289-1631 / (662) 289-6806
Phone/Fax

P. O. Box 1138, Kosciusko, MS 39090
Mailing Address


Representative : Hollee Casey/President

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

BID #1495

INVITATION TO BIDDERS

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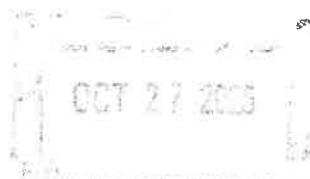
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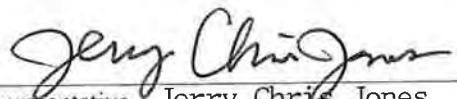
		Price per Mile
701A-004	Solid White, Class 1, Type A Traffic Stripe	\$ 850.00
701A-008	Broken Yellow, Class 1 Type A Traffic Stripe	\$ 425.00
701A-012	Solid Yellow, Class 1, Type A Traffic Stripe	\$ 850.00
701A-031	Solid White, Class 2, Type A Traffic	\$ 3,750.00
701A-035	Solid Yellow, Class 2, Type A Traffic Stripe	\$ 3,750.00
701A-045	Broken Yellow, Class 2, Type Traffic Stripe	\$ 2,350.00
701C-000	Broken Temporary Traffic Stripe	\$ 950.00
701C-001	Solid Temporary Traffic Stripe	\$ 950.00
701G-083	Solid White, Class 2T, Type A Traffic Stripe	\$ 2,975.00
701G-086	Broken Yellow, Class 2T, Type A Traffic Stripe	\$ 1,875.00
701G-089	Solid Yellow, Class 2T, Type A Traffic Stripe	\$ 2,975.00
		Price per Sq. Feet
703A-002	Traffic Control Markings, Class 2, Type A	\$ 5.50
703B-002	Traffic Control Legends, Class 2, Type A	\$ 6.00
703A-000	Traffic Control Markings, Class 1, Type A	\$ 2.50
703B-000	Traffic Control Legends, Class 1, Type A	\$ 3.00
		Price per Each
705A-037	Raised Reflective Pavement Markers Class A-H, Type 2-D	\$ 5.25

** PLEASE SEE ATTACHED OZARK STRIPING COMPANY, LLC SPECIAL NOTES **

Ozark Striping Company, LLC
Company

334-774-2138, 334-774-9073
Phone/Fax

P.O. Box 847, Ozark, AL 36361
Mailing Address


Representative Jerry Chris Jones, President

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

Ozark Striping Company
Special Notes for Bids

Note: The total minimum dollar volume ordered for Class 1 Striping shall exceed five thousand dollars (\$5,000.00) per work order.

Note: The total minimum dollar volume ordered for Class 2 Striping shall exceed twelve thousand dollars (\$12,000.00) per work order.

Note: The total minimum dollar volume ordered for Class 2T Striping shall exceed twelve thousand dollars (\$12,000.00) per work order.

Note: The total minimum dollar volume ordered for Control Markings & Legends Class 2 or Rumble Strips shall exceed three thousand, five hundred dollars (\$3,500.00) per work order.

Note: The total minimum dollar volume ordered for Temporary Traffic Stripe shall exceed one thousand, five hundred dollars (\$1,500.00) per work order.

Note: The total minimum dollar volume ordered for Road Pavement Markers shall exceed three thousand, five hundred dollars (\$3,500.00) per work order.

Note: Prices quoted in this bid do not include any cleaning of roadway, no sweeping, no cutting of grass from shoulders, no debris removed and no washing of roadway.

Note: These items are quoted under ALDOT Specifications prior to any special provisions.

Note: Ozark Striping Company will accept this bid on an all or none basis only.

Note: Ozark Striping Company requires at least 30 days notice before work can begin for scheduling purposes. We would also request at least 45 days to complete our work order. If you accept our bid and issue a purchase order, these terms and conditions will apply.

Note: All 2T lines will be shot at 60 mil.



Jerry Chris Jones – President

INVITATION TO BIDDERS

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The Cullman County Commission reserves the right to reject any and/or all bids and to waive any formalities in the bidding.

Fallin Farms/Harvey Culvert
Company

1864 Five Points Rd
Mailing Address

Cleveland Al 35049

205-274-0354 / 205-274-7690
Phone/Fax

Keith Fallin
Representative

BID SPECIFICATIONS & CONDITIONS

The bid shall include delivery and transportation to a job site within Cullman County, or at either Cullman County Road Department maintenance yards located at 2883 Hwy 69 North, and 3190 County Rd 438, or be available at a local yard for pick up.

Minimum Standards:

Pipe must be high density polyethylene (HDPE) pipe.

Pipe must adhere to **AASHTO specifications M294, type S**

Pipe must be corrugated annular on exterior

Pipe must have integral smooth interior

Pipe must have integral bell and spigot ends meeting **AASHTO M294**.

All pipe lengths will be at least 20"

Pipe must be delivered or available locally within 48 hours of order entry

Pipe size all round	Delivered price per foot	Picked up price per foot at local yard with in county
15"	9.96	9.96
18"	12.94	12.94
24"	22.40	22.40
30"	32.00	32.00
36"	43.04	43.04
42"	55.31	55.31
48"	70.12	70.12
60"	123.09	123.09

Bid is effective for one year from date of award. If mutually agreeable between both parties the Cullman County Commission may extend the bid period in one year increments for up to three years.

COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT

(ACT 2011-535. AS AMENDED BY ACT 2012-491)

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J+G Culverts, Inc.

Company

3612 Hwy 102

Mailing Address

Fayette, AL 35555

205-932-8504

Phone/Fax

Bart Ary, Bart Ary

Representative

BID SPECIFICATIONS & CONDITIONS

The bid shall include delivery and transportation to a job site within Cullman County, or at either Cullman County Road Department maintenance yards located at 2883 Hwy 69 North, and 3190 County Rd 438, or be available at a local yard for pick up.

Minimum Standards:

Pipe must be high density polyethylene (HDPE) pipe.

Pipe must adhere to **AASHTO specifications M294, type S**

Pipe must be corrugated annular on exterior

Pipe must have integral smooth interior

Pipe must have integral bell and spigot ends meeting **AASHTO M294**.

All pipe lengths will be at least 20"

Pipe must be delivered or available locally within 48 hours of order entry

Pipe size all round	Delivered price per foot	Picked up price per foot at local yard with in county
15"	\$ 8 ^{<u>80</u>}	\$ 8 ^{<u>80</u>}
18"	\$ 12 ^{<u>18</u>}	\$ 1
24"	\$ 19 ^{<u>23</u>}	
30"	\$ 27 ^{<u>98</u>}	
36"	\$ 34 ^{<u>05</u>}	
42"	\$ 49 ^{<u>80</u>}	
48"	\$ 64 ^{<u>50</u>}	
60"	\$ 114 ^{<u>00</u>}	

Bid is effective for one year from date of award. If mutually agreeable between both parties the Cullman County Commission may extend the bid period in one year increments for up to three years.

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Bear Concrete Products Inc.
Company

P.O. Box 944
Mailing Address

Cullman, AL 35056-0944

(256) 734-5313

Phone/Fax

Reba Taylor J. B. Duggett
Representative

BID SPECIFICATIONS & CONDITIONS

The bid shall include delivery and transportation to a job site within Cullman County, or at either Cullman County Road Department maintenance yards located at 2883 Hwy 69 North, and 3190 County Rd 438, or be available at a local yard for pick up.

Minimum Standards:

Pipe must be high density polyethylene (HDPE) pipe.

Pipe must adhere to AASHTO specifications M294, type S

Pipe must be corrugated annular on exterior

Pipe must have integral smooth interior

Pipe must have integral bell and spigot ends meeting AASHTO M294.

All pipe lengths will be at least 20"

Pipe must be delivered or available locally within 48 hours of order entry

N/A ADS will Deliver if Needed

Pipe size all round	Delivered price per foot	Picked up price per foot at local yard with in county
15"	9.37	9.37
18"	11.65	11.65
24"	19.17	19.17
30"	26.98	26.98
36"	33.00	33.00
42"	50.00	50.00
48"	54.95	54.95
60"	107.09	107.09

Bid is effective for one year from date of award. If mutually agreeable between both parties the Cullman County Commission may extend the bid period in one year increments for up to three years.

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ADCO Pipe & Supply, LLC.

Company

4970 Hwy 69 South

Mailing Address

Cullman AL 35057

256-757-7473 fastquotes@adcopipe.com

Phone/Fax

Michelle Harmon Raper Michelle Harmon Raper
Representative

BID SPECIFICATIONS & CONDITIONS

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All pipe lengths will be at least 20"

Pipe must be delivered or available locally within 48 hours of order entry

Pipe size all round	Delivered price per foot	Picked up price per foot at local yard with in county
15"	\$9.43	\$9.43
18"	\$11.90	\$11.90
24"	\$19.34	\$19.34
30"	\$27.04	\$27.04
36"	\$33.11	\$33.11
42"	\$49.90	\$49.90
48"	\$54.24	\$54.24
60"	\$107.43	\$107.43

Bid is effective for one year from date of award. If mutually agreeable between both parties the Cullman County Commission may extend the bid period in one year increments for up to three years.

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