RESOLUTION NO 2026-40

BE IT RESOLVED AND ORDERED, by the **Cullman County Commission** (the "County"), as follows:

Section 1. Findings.

The County has ascertained and does hereby find and declare as follows:

WHEREAS, the Cullman County Commission desires to enhance economic development within Cullman County, Alabama (the "County") and assist in creating new tax revenue sources for its citizens; and

WHEREAS, API Cullman, LLC (the "Company") or its affiliate has acquired or controls real property of approximately 12 acres located within Cullman County, Alabama, suitable for development of a new Retail Shopping Center, as more particularly described in the Development Agreement herein authorized; and

WHEREAS, the Company has approached the Cullman County Commission with plans to construct and operate on the Site a Retail Shopping Center (the "Retail Shopping Center") consisting of: (i) retail shopping space of approximately 156,000 square feet, and (ii) capital investment of approximately $58,000,000.00 but no less than $45,000,000.00; and

WHEREAS, the Company has reported to the County that, due to rising construction and labor costs and certain public infrastructure improvements required in connection with development of the Retail Shopping Center, the Company will require upgrades to Swafford Road SW (performed by the County and/or City of Cullman) and financial assistance of $2,026,316 from the Cullman County Commission in order to construct and develop the Retail Shopping Center, all as more particularly set forth and described in the Development Agreement; and

WHEREAS, the County has determined it necessary, wise, and in the public interest to incentivize the development of a Retail Shopping Center within Cullman County, Alabama; and

WHEREAS, the County expects the Retail Shopping Center to substantially expand and enhance the prosperity, contentment, and general welfare of Cullman County and its residents by, among other things, (i) creating new tax revenue for the County and Schools providing essential services for its citizens; (ii) promoting enhancement and development of a high-visibility area of the County; (iii) bringing substantial new commercial activity and development to underutilized commercial properties around the Site; (iv) helping improve the appearance and vibrancy of the area; (v) expanding commercial activity within the County; (vi) facilitating the growth and development of commercial sites and developments around the Site; (vii) supporting and expanding economic development within the County; and (viii) expanding jobs and employment opportunities within the County; and

WHEREAS, Amendment No. 772 to the Constitution of Alabama of 1901, now codified as Section 94.01 of the Constitution of Alabama ("Amendment 772"), authorizes the County to grant public funds and things of value in aid of or to private business enterprises for the purpose of promoting the economic development of the County after compliance with certain conditions set forth in Amendment 772; and

WHEREAS, the County and the Company desire to memorialize their agreements and understandings respecting the Project in the Project Development Agreement (the "772 Agreement"), the form of which is attached as Exhibit A hereto; and

WHEREAS, the agreements and obligations of the County under the Development Agreement herein authorized are determined to be in the public interest and being made under the power and authority authorized by Amendment 772, and the County hereby determines that the expenditure of public funds as set forth in the Development Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

Section 2. Authorization of Development Agreement.

(a) The Cullman County Commission does hereby authorize and approve the **Chairman** to execute and deliver, for and on behalf of the County, the Project Development Agreement (the "772 Agreement").

(b) The Chairman is hereby authorized to execute, deliver, and take such other actions on behalf of the County as may be necessary or desirable to fulfill the transactions contemplated by the Development Agreement.

Section 3. Severability.

The various provisions of this Resolution are hereby declared to be severable. In the event any provision hereof shall be held invalid, illegal, or unenforceable for any reason, the invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Resolution shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ADOPTED BY THE CULLMAN COUNTY COMMISSION, this the 11th day of August, 2026.

Chairman, Cullman County Commission

ATTESTED BY:

County Clerk

EXHIBIT A

PROJECT DEVELOPMENT AGREEMENT

(Pursuant to Amendment 772, Alabama Constitution)

This **Project Development Agreement** (the "Agreement") is entered into as of _____, 2026, by and among:

The City of Cullman, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (the "City"),

The Cullman County Commission, the governing body of Cullman County, Alabama (the "County"), and

API Cullman, LLC, a Delaware limited liability company authorized to do business in Alabama (the "Company").

RECITALS

WHEREAS, the Company plans to develop, construct, and operate a new Retail Shopping Center (the "Project") on 12 acres, more or less, of real property located at the northwest corner of Swafford Road SW and Cherokee Avenue SW in the City of Cullman, Alabama (the "Project Site");

WHEREAS, the Project is expected to involve a significant capital investment by the Company and its tenants and occupants of approximately $58,000,000.00 but no less than $45,000,000.00, construct a retail shopping center, at the Project Site, with approximately 156,000 square feet of retail space, and promote economic development within the City and County;

WHEREAS, Amendment 772 to the Constitution of Alabama of 1901 authorizes the City and County to use public funds or grant things of value to promote economic and industrial development, including commercial facilities, subject to proper notice and a public hearing;

WHEREAS, the Cullman City Council and Cullman County Commission, after due notice and public hearing as required by Amendment 772, have each determined by separate resolution that the infrastructure payment provided herein serves a valid and sufficient public purpose, notwithstanding any incidental private benefit to the Company;

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

Section 1. Project Description

The Company shall develop the Project Site into a new Retail Shopping Center, including construction of the building(s), parking areas, utilities, and related improvements, in accordance with all applicable City and County codes, zoning ordinances, and permitting requirements. The Company shall commence construction on or before June 1, 2027. The Company shall open the first store for business no later than June 1, 2028, unless unforeseen delays occur. Unforeseen delays shall not include capitalization and/or funding related issues.

Section 2. Incentive Payments

The City shall provide to the Company:

i. Net sales and use taxes (approximately 1.75%) on construction materials, derived from businesses located inside Cullman County, paid by the Company for the Project and received by the City in the amount not to exceed $153,509 and to be paid on opening day of the project. The Company will use reasonable efforts to purchase construction materials from vendors in Cullman County.

ii. One-half (1/2) of the Net sales taxes (approximately 1.75%) realized upon taxable sales originating and collected from the operations of the Project during the life of this Agreement, excluding net sales taxes from the anchor tenant A0 illustrated on the site plan to the extent engaged in the sale of sporting goods, restaurants and any business relocating from an existing location in Cullman County. The rebate shall not exceed $3,070,175 and is to be paid quarterly for a period not to exceed ten (10) years. Relocating business shall be defined as a business currently located in Cullman County that relocates to this Project.

iii. Improvements to Swafford Road SW with input from the Company, subject to a maximum expenditure of Four Hundred Fifty Thousand and No/100 Dollars ($450,000.00) or sixty percent (60%) of the total project cost. The expenditure may include in-kind work by the City for such improvements (the "Infrastructure Work"). The final decisions regarding said infrastructure improvements will be made by the city engineer(s).

The County shall provide to the Company.

i. Net sales and use taxes (approximately 1.10%) on construction materials, derived from businesses located inside Cullman County, paid by the Company for the Project and received by the County in the amount not to exceed $96,491 and to be paid on opening day of the Project. The Company will use reasonable efforts to purchase construction materials from vendors in Cullman County.

ii. One-half (1/2) of the Net sales taxes (approximately 1.10%) realized upon taxable sales originating and collected from the operations of the Project during the life of this Agreement, excluding net sales taxes from the anchor tenant A0 illustrated on the site plan to the extent engaged in the sale of sporting goods, restaurants and any business relocating from an existing location in Cullman County. The rebate shall not to exceed $1,929,825 and is to be paid quarterly for a period not to exceed ten (10) years. Relocating business shall be defined as a business currently located in Cullman County that relocates to this Project.

iii. Improvements to Swafford Road SW with input from the Company, subject to a maximum expenditure of Three Hundred Thousand and No/100 Dollars ($300,000.00) or forty percent (40%) of the total project cost. The expenditure may include in-kind work by the County for such improvements (the "Infrastructure Work"). The final decisions regarding said infrastructure improvements will be made by the city engineer(s).

Section 3. Company Obligations and Conditions

The City and County shall undertake the Infrastructure Work and make Incentive Payments as listed in Section 2 expressly conditioned upon the Company performing the following:

i. The Company shall develop the Project Site into a new Retail Shopping Center (the "Project"), including construction of the building(s), parking areas, utilities, and related improvements, in accordance with all applicable City and County codes, zoning ordinances, and permitting requirements. The Company shall open the first store for business no later than June 1, 2028, unless unforeseen delays occur.

ii. The Company shall acquire a building permit from the City of Cullman for the construction of this Project and maintain a valid building permit during the entire period of construction.

iii. The Company and its tenants and occupants shall construct the Project on the Site with approximately 156,000 square feet of retail shopping space and an estimated capital investment of $58,000,000 but no less than $45,000,000. The Company will use reasonable efforts to purchase construction materials from vendors in Cullman County.

iv. The Company shall provide the City and County with reasonable documentation of Project progress and capital expenditures for this Project upon request. The Company shall also provide the City and County with the sales data from its tenants included in this Project (for verification and auditing purposes) upon request, such sales data (if not public information nor information required for an audit), shall be subject to a confidentiality agreement to protect tenant trade secret information.

v. Except as referenced in Section 5(iv) below and subject to any lender's or investor's rights to exercise ownership change pursuant to their respective collateral and security documents; the Company shall not transfer ownership during the term of this Agreement. If the Company elects to transfer ownership during the term of this Agreement, this Agreement shall be immediately terminated.

Section 4. Clawback / Repayment

If the Company fails to substantially satisfy one of the obligations in Section 3, the City and County may suspend this Agreement. If the City and County decide to suspend this Agreement, the Company shall not receive a time extension nor any incentive payments until the Company has complied with all of the obligations in Section 3. If the City and County decide to terminate this Agreement due to the failure of the Company to substantially satisfy one of the obligations in Section 3, the Company agrees to reimburse the City and County for the incentives received by the Company.

Section 5. Term and Termination

This Agreement shall commence on the date of execution and continue in full effect until:

i. Incentive payments have been fully disbursed to the Company.

ii. Agreement expiration on June 1, 2038.

iii. Termination of the Agreement due to the failure of Company to perform the required obligations and conditions listed in Section 3.

iv. This Agreement is not transferable, except as specifically provided for in the Agreement. If the current ownership (API Cullman, LLC) changes, transfers, or ceases to exist prior to the earlier of June 1, 2038, or City and County's payment of the maximum amounts due under 2(ii), then this Agreement shall be considered terminated. Otherwise stated, API Cullman, LLC may not sell the development or its assets prior to completion of the development and construction of the Project pursuant to 3(iii). For the avoidance of doubt, API Cullman, LLC may add and/or remove members and/or reorganize or reconstitute itself, for the purpose of capitalizing or completing this Project, without affecting the incentive payments, provided that the Company and/or Project remain bound to perform the required obligations and conditions listed in Section 3. Once this Agreement is terminated, no further incentive payments shall be issued by the City and County to the Company.

Section 6. Representations and Warranties; Miscellaneous

Each party represented has full authority to enter this Agreement. The governing law shall be "Alabama Law", and the venue shall be any state or federal court, which has jurisdiction over the City of Cullman. This document constitutes the entire Agreement. Any change to this Agreement must be in writing and

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for the purpose of capitalizing or completing this Project, without affecting the incentive payments, provided that the Company and/or Project remains bound to perform the required obligations and conditions listed in Section 3. Once this Agreement is terminated, no further incentive payments shall be issued by the City and County to the Company.

Section 6. Representations and Warranties; Miscellaneous

Each party represented has full authority to enter this Agreement. The governing law shall be "Alabama Law", and the venue shall be any state or federal court, which has jurisdiction over the City of Cullman. This document constitutes the entire Agreement. Any change to this Agreement must be in writing and approved by the Company, the Cullman City Council and the Cullman County Commission. This Agreement benefits only the parties mentioned in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF CULLMAN, ALABAMA

By: _____
Woody Jacobs, Mayor

Attest: _____
Wesley Moore, City Clerk

CULLMAN COUNTY COMMISSION

Signed by:
By: _____
E987BB26B68C472...
Jeff Clemons, Chairman

DocuSigned by:
Attest: _____
FD2E4588386F4FD...
John Bullard, County Administrator

API CULLMAN, LLC

Signed by:
By: KEITH OWENS
A5EF5CC63203487...
Owner's Representative

DocuSigned by:
Attest: Matt Kinsland
DD603AAAE2934CE...
Witness

RESOLUTION NO. 2026 - 41

A RESOLUTION APPROVING AN ECONOMIC DEVELOPMENT PROJECT AGREEMENT WITH A1 COMPOSITES, LLC PURSUANT TO SECTION 94.01 OF THE CONSTITUTION OF ALABAMA OF 2022

BE IT RESOLVED AND ORDERED by the Cullman County Commission (the "County"), as follows:

Section 1. Findings and Public-Purpose Determination.

WHEREAS, the County desires to promote economic and industrial development in unincorporated Cullman County, expand employment opportunities, support advanced manufacturing, and increase the County tax base; and

WHEREAS, A1 Composites, LLC (the "Company") proposes to acquire, improve, equip, and operate an advanced composites manufacturing facility supporting aerospace and defense-related production at approximately 4005 County Road 35, Hanceville, Alabama 35077, in the unincorporated Arkadelphia community of Cullman County (the "Project Site"); and

WHEREAS, based upon information submitted by the Company to the State of Alabama, Project Ark is expected to involve a capital investment of approximately Nine Million Seven Hundred Eighty-Five Thousand Dollars ($9,785,000), create one hundred seventy (170) new full-time jobs, and provide wages and benefits consistent with the final State incentive documents; and

WHEREAS, the Company has requested assistance with the grading, drainage, construction, and paving of a privately owned employee parking and circulation area at the Project Site and the widening and improvement of the facility entrance from County Road 35 (collectively, the "Infrastructure Improvements"); and

WHEREAS, the Cullman County Industrial Development Authority has separately indicated a commitment of up to Thirty Thousand Dollars ($30,000) toward eligible Infrastructure Improvement costs on a reimbursement basis without a matching requirement, which separate commitment is not an obligation of the County under the Project Agreement; and

WHEREAS, after the first Thirty Thousand Dollars ($30,000) of eligible costs is allocated to the separate Industrial Development Authority contribution, the County proposes to reimburse the Company for fifty percent (50%) of the remaining eligible and documented Infrastructure Improvement costs, in a total County amount not to exceed One Hundred Sixty Thousand Dollars ($160,000), with the Company providing the remaining fifty percent (50%) match and paying all costs exceeding the approved amount; and

WHEREAS, all County assistance will be reimbursement based, no County funds will be advanced before eligible work is completed and paid by the Company, and reimbursement will require paid invoices, proof of payment, lien waivers, inspection and approval, and the other documentation required by the Project Agreement; and

WHEREAS, the preliminary total cost of the Infrastructure Improvements has been estimated at approximately Three Hundred Fifty Thousand Dollars ($350,000), based upon contractor pricing obtained for calculation purposes; and

WHEREAS, the Company will select and contract directly with the contractor or contractors performing the work, is not required to use the contractor whose pricing was used for the preliminary estimate, and is encouraged to compare proposals from multiple qualified contractors; and

WHEREAS, the County does not represent or warrant that any particular contractor is preferable to, more qualified than, or better than any other contractor, and review or inspection by the County Engineer shall not constitute a warranty of the design, materials, workmanship, durability, or fitness of the Infrastructure Improvements; and

WHEREAS, Section 94.01 of the Constitution of Alabama of 2022, as amended, formerly known as Amendment 772 ("Section 94.01"), authorizes a county to grant public funds and things of value in aid of a private business entity for the purpose of promoting economic and industrial development after compliance with the public-notice, public-meeting, resolution, and public-purpose requirements stated therein; and

WHEREAS, at least seven (7) days before the public meeting at which this Resolution is considered, the County caused notice of the proposed action to be published in a newspaper in circulation in Cullman County, describing in reasonable detail the proposed County assistance, the public benefits sought to be achieved, and the Company as the private business entity for whose benefit the assistance is proposed; and

WHEREAS, the County and the Company desire to memorialize their respective agreements and obligations in the Economic Development Project Agreement for Project Ark (the "Project Agreement"), substantially in the form attached as Exhibit A; and

WHEREAS, the County finds that the Project Agreement and the proposed County assistance are expected to promote economic and industrial development, create and maintain quality employment opportunities, increase capital investment and tax revenues, improve safe and efficient access to the Project Site, support aerospace and defense manufacturing, and otherwise enhance the prosperity, welfare, and quality of life of Cullman County and its residents; and

WHEREAS, the County hereby determines that the expenditure of public funds and grant of things of value described in the Project Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to the Company or any other private entity.

Section 2. Approval and Authorization of Project Agreement.

(a) The Cullman County Commission hereby authorizes and approves the Project Agreement substantially in the form attached as Exhibit A, including the reimbursement, Company-match, job-performance, clawback, monthly diminution, cessation-of-operations, recordation, and security provisions contained therein.

(b) The Chairman of the Cullman County Commission is authorized to execute and deliver the Project Agreement for and on behalf of the County, and the County Administrator is authorized to attest the Chairman's signature and affix the seal of the County.

(c) The Chairman is authorized to execute and deliver the recordable memorandum, security instruments, certificates, notices, reimbursement approvals, and other documents, and to take other actions reasonably necessary to carry out the transactions contemplated by the Project Agreement, provided that any material increase in the County Contribution or material reduction in the Company's performance, repayment, or security obligations must be approved by the Cullman County Commission.

Section 3. Conditions and Limitations.

The County's obligation to make any reimbursement is subject to execution of the Project Agreement, lawful appropriation and availability of County funds, the Company's acquisition of title to the Project Site, approval of final plans and costs, completion and payment of eligible work, satisfaction of the required Company Match, delivery and recordation of County-approved security instruments, and

satisfaction of all other conditions stated in the Project Agreement. Nothing in this Resolution creates an obligation of the County to fund the separate Industrial Development Authority contribution.

Section 4. Severability.

The provisions of this Resolution are severable. If any provision is held invalid, illegal, or unenforceable, the remaining provisions shall remain in effect, and this Resolution shall be construed as if the invalid, illegal, or unenforceable provision had not been included.

ADOPTED BY THE CULLMAN COUNTY COMMISSION at a public meeting held on the **11th** day of **August**, 2026.

CULLMAN COUNTY COMMISSION

By: _____
Chairman

ATTEST:

_____
County Clerk

EXHIBIT A

ATTORNEY REVIEW DRAFT - SUBJECT TO COMMISSION APPROVAL

ECONOMIC DEVELOPMENT PROJECT AGREEMENT

(PROJECT ARK)

BETWEEN

THE CULLMAN COUNTY COMMISSION

AND

A1 COMPOSITES, LLC

Effective Date: **Wednesday, August 12, 2026**

Prepared for review by the Cullman County Attorney and the parties.
This draft is not effective until approved and executed in accordance with Section 94.01 of the Constitution of Alabama of 2022 and all other applicable law.

Key Term	Draft Provision
County Contribution Cap	$160,000
Required Company Match	50% of Eligible Costs remaining after the first $30,000 allocated to the separate IDA Contribution
Funding Method	Reimbursement only; no advance payment; separate $30,000 IDA allocation applied first, followed by County/Company 50/50 sharing
Performance Period	Ten (10) years after the Operations Commencement Date
Job Commitment	One hundred seventy (170) new full-time jobs, subject to the final State Incentive Documents
Security	Recorded County-approved repayment mortgage/security instrument and memorandum after Company acquires title
Separate IDA Allocation	Up to $30,000, reimbursement based, no Company match; separate from and not guaranteed by the County

THIS ECONOMIC DEVELOPMENT PROJECT AGREEMENT (this "Agreement") is made and entered into as of **Wednesday, August 12, 2026** (the "Effective Date"), by and between the CULLMAN COUNTY COMMISSION, the governing body of Cullman County, Alabama (the "County"), and A1 COMPOSITES, LLC, a limited liability company (the "Company"). The County and the Company are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Section 94.01 of the Constitution of Alabama of 2022, as amended, formerly known as Amendment 772 ("Section 94.01"), authorizes a county to grant public funds and things of value in aid of a private business entity for the purpose of promoting economic and industrial development, provided that the required public notice, public meeting, resolution, and public-purpose determination are completed.

B. The Company proposes to acquire, improve, equip, and operate an advanced composites manufacturing facility supporting aerospace and defense-related production at approximately 4005 County Road 35, Hanceville, Alabama 35077, in the unincorporated Arkadelphia community of Cullman County (the "Facility").

C. Based upon the information submitted by the Company to the State of Alabama, the Project is expected to involve a capital investment of approximately Nine Million Seven Hundred Eighty-Five Thousand Dollars ($9,785,000), create one hundred seventy (170) new full-time jobs, and provide wages consistent with the final State Incentive Documents.

D. The Company has requested financial assistance from the County for the construction, grading, drainage, and paving of an employee parking and circulation area at the Facility and for the widening and improvement of the Facility entrance from County Road 35, all as more particularly described in Exhibit A (collectively, the "Improvement Project").

E. The County has determined that the Improvement Project and the Company commitments set forth in this Agreement are expected to promote economic and industrial development, support the creation and retention of quality jobs, expand the tax base, improve safe and efficient access to the Facility, support defense and aerospace manufacturing, and provide other public benefits to Cullman County and its residents.

F. At least seven (7) days before the public meeting at which this Agreement is approved, the County will cause notice of the proposed action to be published in a newspaper in circulation in Cullman County, describing in reasonable detail the proposed County assistance, the public benefits sought to be achieved, and the private entity for whose benefit the assistance is proposed.

G. At a public meeting held on **Tuesday, August 11, 2026**, the Cullman County Commission adopted Resolution No. **[INSERT RESOLUTION NUMBER]**, determining that the County assistance described in this Agreement serves a valid and sufficient public purpose, notwithstanding any incidental benefit to the Company, and authorizing the execution of this Agreement.

H. The Cullman County Industrial Development Authority has separately indicated a commitment of up to Thirty Thousand Dollars ($30,000) toward Eligible Costs of the Improvement Project on a reimbursement basis without a Company matching requirement (the "IDA Contribution"). The Authority is not a party to this Agreement, and the County does not guarantee, assume, or become responsible for the separate IDA Contribution.

I. For calculation purposes, the first Thirty Thousand Dollars ($30,000) of Eligible Costs shall be allocated to the separate IDA Contribution and excluded from the County/Company matching calculation. After that

amount is exhausted, the County assistance will be provided solely as reimbursement for fifty percent (50%) of remaining documented and paid Eligible Costs, subject to a maximum County Contribution of One Hundred Sixty Thousand Dollars ($160,000), a corresponding fifty percent (50%) Company Match, the ten-year monthly diminishing repayment obligation, performance-based clawbacks tied principally to job-creation performance reported to the State of Alabama, and the recordable security requirements stated in this Agreement.

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

ARTICLE 1
DEFINITIONS

1.1 "Actual Qualified Jobs" means the average number of Qualified Jobs at the Facility during the applicable Performance Year, as certified or accepted by the State of Alabama under the State Incentive Documents. If a final State certification is not available when an annual report is due, the County may use payroll records, unemployment-insurance reports, employee rosters, and other documentation reasonably acceptable to the County, subject to later true-up when the State certification becomes available.

1.2 "Monthly Diminution Date" means each monthly anniversary of the Operations Commencement Date, beginning one (1) month after the Operations Commencement Date and ending with the one hundred twentieth (120th) monthly anniversary. If a calendar month does not contain the corresponding numerical day, the Monthly Diminution Date for that month is the last calendar day of the month. The scheduled diminution described in Section 7.2 occurs only on a Monthly Diminution Date, and no daily, interim, or partial-month diminution accrues between Monthly Diminution Dates.

1.3 "Annual Target Jobs" means the number of Qualified Jobs required for the applicable Performance Year under the State Incentive Documents and Exhibit B. The final cumulative job commitment shall not be less than one hundred seventy (170) Qualified Jobs unless the County approves a written amendment in compliance with applicable law.

1.4 "Cessation of Operations" means the date on which the Company discontinues regular manufacturing operations at the Facility. A temporary interruption caused by casualty, force majeure, planned maintenance, utility interruption, or another event beyond the Company's reasonable control shall not constitute a Cessation of Operations if the Company diligently pursues restoration and resumes regular operations within one hundred eighty (180) days, or within a longer period expressly approved by the County Commission. If the Company does not timely resume regular operations, the Cessation of Operations shall be deemed to have occurred on the initial date operations were discontinued, and any monthly diminution credited after that date shall be void and restored to the Repayment Obligation.

1.5 "Company Match" means the Company's cash contribution equal to not less than fifty percent (50%) of verified Eligible Costs remaining after the first Thirty Thousand Dollars ($30,000) of Eligible Costs allocated to the separate IDA Contribution. The Company Match shall be paid from non-County funds and shall not include the purchase price of the Facility, manufacturing equipment, ordinary operating costs, in-kind contributions, or any cost reimbursed by the County or another governmental entity.

1.6 "County Contribution" means the amount actually reimbursed by the County to the Company under this Agreement, not to exceed the lesser of: (a) One Hundred Sixty Thousand Dollars ($160,000); (b) fifty percent (50%) of verified Eligible Costs remaining after exclusion of the first Thirty Thousand Dollars ($30,000) allocated to the separate IDA Contribution; or (c) the amount lawfully appropriated and

available for the Improvement Project. The County Contribution is calculated only after the separate $30,000 IDA allocation and does not include or guarantee the IDA Contribution.

1.7 "Eligible Costs" means reasonable and necessary third-party costs actually incurred and paid by the Company for the Improvement Project after the date authorized by the County, including approved engineering, surveying, grading, subgrade preparation, aggregate base, asphalt paving, drainage, striping, curbing, entrance widening, testing, permitting, and directly related construction costs, but only to the extent approved in advance by the County Engineer and included in the approved budget in Exhibit C.

1.8 "Facility Property" means the real property commonly known as 4005 County Road 35, Hanceville, Alabama 35077, presently identified as Cullman County Parcel Identification Number 201054, together with the improvements located thereon and the final legal description to be inserted in Exhibit A after closing.

1.9 "Improvement Project" has the meaning stated in Recital D and includes only the work shown in the final plans and specifications approved by the County Engineer.

1.10 "Operations Commencement Date" means the date on which the Company begins regular commercial manufacturing operations at the Facility, as certified by the Company and accepted by the County.

1.11 "Performance Period" means the period beginning on the Operations Commencement Date and continuing through the one hundred twentieth (120th) Monthly Diminution Date. If a Cessation of Operations occurs before the one hundred twentieth (120th) Monthly Diminution Date, all further monthly diminution stops and the frozen Repayment Obligation continues until paid, released, or otherwise satisfied in accordance with this Agreement.

1.12 "Performance Year" means each consecutive twelve-month period during the Performance Period, with the first Performance Year beginning on the Operations Commencement Date.

1.13 "Qualified Job" means a new, full-time, permanent job located and based at the Facility that is recognized as an eligible or qualified job by the applicable State agency under the State Incentive Documents, satisfies the applicable wage and benefit requirements, and is not excluded as a transferred, temporary, contract, seasonal, or otherwise ineligible position under those documents.

1.14 "Repayment Obligation" means, without duplication: (a) the Scheduled Repayment Balance, which initially equals the County Contribution actually paid and diminishes by one-one hundred twentieth (1/120) of the original County Contribution on each Monthly Diminution Date in accordance with Section 7.2; and (b) any fixed and unpaid Annual Performance Clawback, accrued interest, enforcement costs, and other amount then due under this Agreement. If no Cessation of Operations has occurred and no Event of Default remains uncured, the Scheduled Repayment Balance becomes zero upon the one hundred twentieth (120th) Monthly Diminution Date.

1.15 "State Incentive Documents" means the Company's final Request for Incentives submissions, the Alabama Department of Commerce offer and project agreement, Alabama Jobs Act documents, AIDT documents, Alabama Department of Revenue certifications, and any State-approved amendments or annual certifications relating to the Project.

1.16 "Substantial Completion" means completion of the Improvement Project in accordance with the approved plans and specifications, except for minor punch-list items that do not materially impair safe use, as certified by the Company's engineer and accepted by the County Engineer.

ARTICLE 2
THE PROJECT AND PUBLIC PURPOSE

2.1 Company Project. The Company shall acquire, improve, equip, open, and operate the Facility as an advanced composites manufacturing operation and shall use commercially reasonable efforts to achieve and maintain the investment, employment, wage, and operational commitments stated in this Agreement and the State Incentive Documents.

2.2 Improvement Project. The Company shall cause the Improvement Project to be designed and constructed in accordance with final plans and specifications approved in writing by the County Engineer. County approval is for purposes of administering this Agreement and does not constitute a warranty of design, construction, code compliance, or fitness for any purpose.

2.3 Public Purpose. The Parties acknowledge that the County Contribution is intended to promote the economic and industrial development of Cullman County through job creation, capital investment, safer facility access, support for local manufacturing, expansion of the tax base, and related public benefits. The County's public-purpose determination shall be stated in the authorizing resolution.

2.4 Private Ownership and Maintenance. Except for any portion of the entrance improvements accepted by the County within the County right-of-way, the Improvement Project shall remain privately owned. The Company shall be solely responsible for operation, maintenance, repair, replacement, drainage, safety, and liability associated with the employee parking and circulation area and all private portions of the Facility entrance.

2.5 No Partnership. Nothing in this Agreement creates a partnership, joint venture, agency, employment, or fiduciary relationship between the County and the Company. The Company is an independent private entity and shall control its contractors and construction activities.

2.6 Private Contracting; No County Endorsement or Warranty. The Company shall select, contract with, supervise, and pay the contractor or contractors performing the Improvement Project. The contractor whose pricing was used to develop the preliminary estimate was consulted solely for cost-estimating purposes. The Company is not required to use that contractor and is encouraged to solicit and compare proposals from multiple qualified contractors. The County does not represent or warrant that any particular contractor is preferable to, more qualified than, or better than another contractor. Neither review by the County Engineer nor reimbursement by the County constitutes a warranty of the design, materials, workmanship, durability, or fitness of the Improvement Project.

ARTICLE 3
CONDITIONS PRECEDENT

3.1 Conditions to County Obligation. The County shall have no obligation to reimburse any cost unless and until all of the following conditions have been satisfied or expressly waived in writing by the County, except that constitutional, statutory, public-notice, public-meeting, appropriation, and authorization requirements may not be waived:

- (a) completion of the notice, public meeting, public-purpose determination, and authorizing resolution required by Section 94.01;
- (b) execution of this Agreement by authorized representatives of both Parties;
- (c) the Company's acquisition of good and marketable fee-simple title to the Facility Property, subject only to liens and exceptions approved by the County Attorney;
- (d) delivery of the final deed, survey, title commitment or policy, and complete legal description for the Facility Property;

- (e) approval by the County Engineer of the final plans, specifications, construction schedule, and itemized budget for the Improvement Project;
- (f) receipt of all required permits, approvals, access permissions, and right-of-way approvals;
- (g) evidence satisfactory to the County that the Company has committed sufficient funds to pay the Company Match and all costs exceeding the County Contribution;
- (h) evidence that the Company is duly formed, in good standing, authorized to conduct business in Alabama, and authorized to execute this Agreement;
- (i) delivery of certificates of insurance meeting the County's requirements;
- (j) execution, acknowledgment, and recordation of the security instruments required by Article 9, in form and priority acceptable to the County Attorney;
- (k) confirmation that the Company is not in default under this Agreement, the purchase contract, the acquisition financing, or any material State Incentive Document; and
- (l) lawful appropriation and continued availability of County funds.
- (m) After closing any funds expended by the County shall constitute a lien on the property for the amount expended by the County for improvements to the property, and a document reflecting said lien shall be duly executed by the County and recorded at the Office of the Judge of Probate of Cullman County.

3.2 Outside Date. If the conditions in Section 3.1 are not satisfied by **Friday, May 7, 2027**, the County may terminate this Agreement by written notice without liability, unless the County Commission extends the deadline by resolution.

3.3 No Reliance Before Closing. The Company acknowledges that it has not yet closed on the purchase of the Facility Property. The County shall not reimburse costs incurred before the Company acquires title unless the County expressly approves those costs in writing, and no such approval shall obligate the County to fund the Improvement Project before all conditions precedent are satisfied.

ARTICLE 4
COUNTY CONTRIBUTION, MATCH, AND ELIGIBLE COSTS

4.1 Contribution Cap and Formula. Subject to all terms of this Agreement, the County shall provide a conditional reimbursement grant for approved Eligible Costs in an aggregate amount not to exceed One Hundred Sixty Thousand Dollars ($160,000). The County reimbursement shall equal fifty percent (50%) of verified Eligible Costs remaining after exclusion of the first Thirty Thousand Dollars ($30,000) allocated to the separate IDA Contribution. The County Contribution is a maximum, not a guaranteed payment.

4.2 Separate IDA Allocation and Required Company Match. The first Thirty Thousand Dollars ($30,000) of Eligible Costs shall be allocated solely to the separate IDA Contribution and shall not require a Company match under this Agreement. After that $30,000 allocation is exhausted, the Company shall provide and document a cash match equal to at least fifty percent (50%) of the remaining Eligible Costs, and the County may reimburse the other fifty percent (50%), subject to the County Contribution cap. Any delay, denial, reduction, or nonpayment of the separate IDA Contribution shall not increase the County Contribution or create liability for the County. County funds shall not be used to satisfy the Company Match.

4.3 Reimbursement Only; No Advance. The Company shall pay all contractors, vendors, consultants, and suppliers before requesting reimbursement. The County shall not provide an advance, mobilization payment, deposit, loan draw, escrow deposit, or other upfront payment.

4.4 Approved Eligible Costs. Only costs included in the County-approved budget and supported by paid invoices, cancelled checks or other proof of payment, lien waivers, and required certifications are eligible. Any material change in scope, design, contractor, or budget must be approved in writing before the changed cost is incurred.

4.5 Ineligible Costs. Ineligible costs include land or building acquisition, earnest money, debt service, interest, financing fees, manufacturing or office equipment, ordinary maintenance, internal labor or overhead, legal fees unrelated to closing or recordation of County-required instruments, taxes, fines, penalties, costs incurred before authorization, costs outside the approved scope, costs reimbursed from another source, and costs resulting from defective work, negligence, or noncompliance.

4.6 Cost Overruns. The Company is solely responsible for all cost overruns and all costs exceeding the County Contribution. The County is not required to amend this Agreement or increase its contribution because of an underestimate, change order, inflation, delay, or unforeseen condition.

4.7 Retainage. The County may retain ten percent (10%) of each approved reimbursement until final completion, acceptance of the work, receipt of final lien waivers, delivery of as-built plans if requested, and satisfaction of all final documentation requirements.

ARTICLE 5
REIMBURSEMENT PROCEDURE

5.1 Reimbursement Request. The Company may submit one or more reimbursement requests using the form in Exhibit D. Each request shall include an itemized cost schedule, paid invoices, proof of payment, contractor and supplier lien waivers, evidence of the Company Match, photographs, inspection or testing reports, and any other documentation reasonably requested by the County.

5.2 County Review. The County, County Engineer, County Attorney, and their representatives may review, inspect, audit, verify, approve, reject, or reduce any request. Approval of a request does not waive a later audit, overpayment claim, or remedy for misrepresentation or ineligible costs.

5.3 Payment. Subject to approval and availability of funds, the County shall use commercially reasonable efforts to pay an approved request within thirty (30) days after receiving a complete request. No payment is due while the Company is in default or while any required documentation is incomplete.

5.4 Final Request Deadline. The final reimbursement request must be submitted no later than ninety (90) days after Substantial Completion and in all events by **Friday, May 7, 2027**, unless extended by the County in writing.

5.5 Overpayments. The Company shall repay any duplicate, unsupported, ineligible, erroneous, or excessive reimbursement within thirty (30) days after written demand. Such amount is part of the Repayment Obligation and is secured under Article 9.

5.6 No Assignment of Reimbursement. The Company may not assign the right to receive County funds to a contractor, lender, seller, affiliate, or other person without the County's prior written consent.

ARTICLE 6
COMPANY PERFORMANCE COMMITMENTS

6.1 Capital Investment. The Company shall make or cause to be made a total capital investment in the Project of not less than Nine Million Seven Hundred Eighty-Five Thousand Dollars ($9,785,000), measured and certified in accordance with the State Incentive Documents. The County may rely on final State determinations of eligible investment.

6.2 Job Creation. The Company shall create the Annual Target Jobs according to the ramp-up schedule in the final State Incentive Documents and shall achieve a final cumulative commitment of not less than one hundred seventy (170) Qualified Jobs by the applicable performance date.

6.3 Wages and Benefits. Qualified Jobs must satisfy the wage and benefit commitments applicable under the State Incentive Documents. A job that is not recognized by the applicable State agency because it fails a wage, benefit, location, permanence, or eligibility requirement shall not be counted as a Qualified Job under this Agreement.

6.4 Maintenance of Operations. During the Performance Period, the Company shall maintain regular manufacturing operations at the Facility and shall not voluntarily relocate substantially all Project operations or Qualified Jobs outside Cullman County without the prior approval of the County Commission.

6.5 Use of Improvements. During the Performance Period, the Company shall use and maintain the employee parking and circulation area and the Facility entrance substantially for the Project and shall not materially remove, abandon, or repurpose the improvements in a manner inconsistent with the public purpose without County approval.

6.6 Compliance with Law. The Company shall comply with all applicable federal, State, and local laws, permits, safety requirements, environmental requirements, access standards, and construction requirements.

6.7 No Double Funding. The Company shall disclose all other public grants, reimbursements, tax credits, insurance proceeds, or third-party payments applicable to the same costs. The same cost may not be reimbursed twice. The first Thirty Thousand Dollars ($30,000) of Eligible Costs shall be treated as the separate IDA allocation before calculation of the County Contribution, and those costs shall not also be included in the County/Company fifty-fifty matching base. The County may reduce its reimbursement or require repayment to prevent duplication.

6.8 State Reports. The Company shall provide the County copies of all material annual employment certifications, project reports, compliance determinations, default notices, cure notices, and amendments submitted to or issued by the State relating to the Project, subject to lawful confidentiality protections.

ARTICLE 7
PERFORMANCE MEASUREMENT, MONTHLY DIMINUTION, AND CLAWBACK

7.1 State-Based Measurement. The Parties intend that job-creation performance under this Agreement generally track the jobs reported to and accepted by the State of Alabama. The final State-approved employment ramp-up schedule shall be incorporated into Exhibit B without requiring a substantive amendment, provided that no incorporation may reduce the final commitment below one hundred seventy (170) Qualified Jobs without approval by the County Commission.

7.2 Scheduled Monthly Diminution. Beginning on the first Monthly Diminution Date and on each Monthly Diminution Date thereafter through the one hundred twentieth (120th) Monthly Diminution Date, the Scheduled Repayment Balance shall automatically diminish once by an amount equal to one-one hundred twentieth (1/120) of the original County Contribution. Each diminution is a discrete monthly reduction effective only on the applicable Monthly Diminution Date. No portion of a monthly diminution accrues or is earned between Monthly Diminution Dates, and no daily or partial-month proration shall apply. The monthly diminution is not adjusted by the Job Performance Percentage; job-creation performance is enforced separately through the Annual Performance Clawback in Section 7.4. If a Cessation of Operations occurs, Article 8 controls and all remaining monthly diminutions stop.

7.3 Job Performance Percentage. For each Performance Year, the "Job Performance Percentage" equals Actual Qualified Jobs divided by Annual Target Jobs, expressed as a percentage and capped at one hundred percent (100%). Jobs that fail applicable State eligibility or wage requirements are excluded.

7.4 Annual Performance Clawback. For each Performance Year, the job-creation shortfall percentage equals one hundred percent (100%) minus the Job Performance Percentage. The "Annual Performance Base Amount" equals twelve (12) Monthly Diminution Amounts, or one-tenth (1/10) of the original County Contribution. The "Annual Performance Clawback" equals the Annual Performance Base Amount multiplied by the job-creation shortfall percentage. The Company shall pay the Annual Performance Clawback to the County within sixty (60) days after written notice. The Annual Performance Clawback is a cash repayment obligation separate from the scheduled monthly diminution and does not postpone, reduce, or accelerate the monthly diminution schedule.

7.5 Application of Clawback Payments. A payment of an Annual Performance Clawback reimburses the County for the unperformed portion of the public benefit attributable to that Performance Year and shall not create an additional reduction of the Scheduled Repayment Balance. The County shall account for all clawback payments, frozen-balance collections, and other principal recoveries so that total principal recovered by the County, together with the remaining Scheduled Repayment Balance, does not exceed the original County Contribution.

7.6 Effect of Nonpayment. If an Annual Performance Clawback is not timely paid, it becomes a fixed debt included in the Repayment Obligation, constitutes an Event of Default, bears interest at 6% (six percent) per annum or the maximum lawful rate, whichever is less, and is secured by the instruments described in Article 9. A fixed, unpaid Annual Performance Clawback does not diminish on a later Monthly Diminution Date.

7.7 True-Up. If the County calculates performance using interim records and the State later certifies a different number of Qualified Jobs, the County shall make a reasonable true-up of the applicable Annual Performance Clawback. Any additional amount owed by the Company is due within thirty (30) days after notice. Any overpayment shall, at the County's option, be credited against a future Annual Performance Clawback or refunded to the Company, without changing the scheduled monthly diminution of the Scheduled Repayment Balance.

7.8 County Discretion for Temporary Shortfall. Upon a written request supported by a specific cure plan, the County Commission may defer, restructure, or conditionally waive an Annual Performance Clawback. Any material waiver or amendment must be approved at a public meeting and must comply with Section 94.01 and other applicable law if required. No employee or agent of the County may orally waive a performance obligation.

7.9 Maximum Recovery. The County shall not recover aggregate principal amounts exceeding the County Contribution. For purposes of this limitation, principal recovered includes Annual Performance Clawback payments, amounts collected upon a Cessation of Operations or other acceleration, and other principal repayments. This limitation does not restrict recovery of interest, recording costs, audit costs, reasonable attorneys' fees, court costs, or damages unrelated to repayment of the County Contribution.

ARTICLE 8
CESSATION OF OPERATIONS AND OTHER CLAWBACK EVENTS

8.1 Freeze Upon Cessation. On the first date of any Cessation of Operations, all future monthly diminutions immediately stop. The Scheduled Repayment Balance shall freeze at the amount in effect immediately after the most recent Monthly Diminution Date preceding the Cessation of Operations; no partial-month or

prorated diminution shall be allowed for the period between that Monthly Diminution Date and the date of cessation. If the Cessation of Operations is deemed retroactive under Section 1.4, any diminution credited after the initial discontinuance date is void and shall be restored. The frozen balance, together with any unpaid Annual Performance Clawback and other amounts due, remains fixed and enforceable and shall not diminish on any later Monthly Diminution Date, including the one hundred twentieth (120th) Monthly Diminution Date.

8.2 Temporary Interruption. A temporary interruption satisfying Section 1.4 is not a Cessation of Operations and does not by itself alter the original Monthly Diminution Dates. If regular operations are not timely resumed, Section 8.1 applies retroactively to the initial date operations were discontinued.

8.3 Permanent Closure. If the Company announces or implements a permanent closure, or fails to resume operations within the period allowed by Section 1.4, the frozen Repayment Obligation becomes immediately due and payable, without any further monthly diminution.

8.4 Failure to Complete or Open. If the Company fails to acquire the Facility Property, complete the Improvement Project, or commence regular manufacturing operations by **Friday, May 7, 2027**, the County may terminate this Agreement and recover all County funds previously paid, together with interest and enforcement costs, unless the County Commission approves an extension.

8.5 Misuse or Misrepresentation. All County funds applicable to a false statement, material omission, unsupported claim, duplicate reimbursement, diversion, or ineligible cost are immediately repayable. Fraud or intentional misrepresentation is not subject to a cure period.

8.6 Relocation, Sale, or Transfer. A sale, conveyance, lease of substantially all of the Facility, relocation of substantially all Project operations, or assignment not approved under Article 10 is a clawback event. The outstanding Repayment Obligation is due at or before the transaction closing unless the County approves an assumption agreement.

8.7 Default Under State Incentives. A material default, recapture determination, or termination under a State Incentive Document arising from failure to achieve or maintain investment, employment, wage, or operational commitments constitutes evidence of default under this Agreement, subject to the Company's right to provide contrary documentation and any cure rights expressly granted by the County.

ARTICLE 9
SECURITY, RECORDATION, AND DIMINISHING REPAYMENT BALANCE

9.1 Security Required Before Reimbursement. After the Company acquires title to the Facility Property and before the County makes any reimbursement, the Company shall execute, acknowledge, and deliver a County-approved mortgage, repayment covenant, memorandum of agreement, UCC financing statement if applicable, and any other security instrument reasonably required by the County Attorney to secure the Repayment Obligation (collectively, the "Security Instruments").

9.2 Recorded Notice. The Company authorizes the County to record this Agreement or a memorandum of this Agreement in the Office of the Judge of Probate of Cullman County promptly after the deed conveying the Facility Property to the Company is recorded. The recorded document shall provide notice of the conditional public assistance, performance obligations, monthly diminishing repayment balance, freeze-upon-cessation provision, and transfer restrictions.

9.3 Mortgage or Equivalent Lien. The Security Instruments shall create a valid lien or other enforceable security interest in the Facility Property and related collateral to secure the Repayment Obligation. The final form, collateral description, priority, and permitted liens are subject to approval by the County

Attorney. The County may accept a subordinate position behind acquisition or construction financing specifically approved by the County Commission or County Attorney.

9.4 Diminishing Secured Amount. The principal amount conditionally secured initially equals the County Contribution actually paid. Unless a Cessation of Operations has occurred, the Scheduled Repayment Balance automatically diminishes once on each Monthly Diminution Date by exactly one-one hundred twentieth (1/120) of the original County Contribution. The secured amount does not diminish daily, continuously, or on a prorated basis between Monthly Diminution Dates. After the one hundred twentieth (120th) Monthly Diminution Date, the Scheduled Repayment Balance is zero if no Cessation of Operations occurred. The Security Instruments shall continue to secure any fixed and unpaid Annual Performance Clawback, accrued interest, enforcement costs, or other existing default until those amounts are satisfied and the Security Instruments are released.

9.5 Freeze Date. If a Cessation of Operations occurs, the amount secured shall freeze in accordance with Section 8.1 and shall not diminish on any subsequent Monthly Diminution Date. The Company shall execute any confirmatory instrument reasonably requested by the County to state the frozen balance, but failure to execute a confirmatory instrument does not alter the balance calculated under this Agreement.

9.6 Protection of Security. The Company shall pay property taxes, maintain insurance, prevent waste, maintain the Facility Property, and avoid liens superior to the County's approved position. The Company shall promptly notify the County of any foreclosure notice, tax sale notice, condemnation, casualty, bankruptcy filing, or material title dispute.

9.7 Release. Promptly after the one hundred twentieth (120th) Monthly Diminution Date, the County shall execute a release or satisfaction of the Security Instruments if: (a) no Cessation of Operations occurred before that date; (b) all Annual Performance Clawbacks and other fixed amounts due have been paid; and (c) no Event of Default remains uncured. If a Cessation of Operations occurred before the one hundred twentieth (120th) Monthly Diminution Date, the Repayment Obligation does not automatically expire on that date, and the Security Instruments shall remain in effect until the frozen balance and all other secured amounts are paid, released, or otherwise satisfied. Recording costs are the responsibility of the Company.

ARTICLE 10
ASSIGNMENT, CHANGE OF CONTROL, AND PROPERTY TRANSFERS

10.1 County Consent Required. The Company may not assign this Agreement, transfer the Facility Property, lease substantially all of the Facility, or undergo a change of control that materially affects performance without prior written approval by the County Commission.

10.2 Assumption by Successor. The County may condition consent upon the transferee's written assumption of this Agreement and the Security Instruments, evidence of financial and operational capacity, continuation of the Project and Qualified Jobs, and preservation or replacement of the County's security.

10.3 No Release Without Writing. An assignment or assumption does not release the Company or any guarantor unless the County Commission expressly approves a written release.

10.4 Due-on-Transfer. If a transfer occurs without an approved assumption, the Repayment Obligation is immediately due at or before closing, and the County may exercise all remedies under the Security Instruments.

ARTICLE 11
DEFAULT AND REMEDIES

11.1 Events of Default. Each of the following is an Event of Default: failure to pay an amount when due; failure to satisfy a material performance obligation; false or misleading information; misuse of County funds; unauthorized transfer; failure to maintain insurance; failure to preserve the County's security; permanent closure; bankruptcy or insolvency that materially impairs performance; or material default under the Security Instruments.

11.2 Notice and Cure. Except for fraud, intentional misrepresentation, unauthorized disposition of collateral, permanent closure, or another default not reasonably curable, the County shall give written notice and a cure period of ten (10) days for monetary defaults and thirty (30) days for nonmonetary defaults. If a nonmonetary default cannot reasonably be cured within thirty (30) days, the Company may receive additional time if it begins cure promptly and diligently completes it, subject to County approval.

11.3 Remedies. Upon an Event of Default, the County may suspend or deny reimbursement, demand immediate repayment, apply setoff, enforce the Security Instruments, foreclose, seek specific performance or injunctive relief, recover damages, and exercise any legal or equitable remedy. Remedies are cumulative.

11.4 Costs of Enforcement. The Company shall reimburse the County for reasonable audit expenses, title expenses, recording expenses, court costs, and attorneys' fees incurred to enforce this Agreement or the Security Instruments, to the extent permitted by law.

11.5 No Waiver. Delay or failure to exercise a remedy is not a waiver. A waiver must be in writing and applies only to the specific matter stated.

ARTICLE 12
REPORTING, RECORDS, INSPECTION, AND AUDIT

12.1 Annual Performance Report. Within ninety (90) days after the end of each Performance Year, the Company shall deliver the certification in Exhibit E and supporting State reports, payroll records, job and wage information, proof of continuing operations, and any other reasonably requested documentation.

12.2 Construction Records. The Company shall maintain complete records of bids, contracts, change orders, invoices, payments, lien waivers, testing, inspections, permits, and other Improvement Project documentation.

12.3 Retention. Records supporting reimbursement and performance shall be retained through the later of: (a) seven (7) years after the end of the Performance Period; or (b) final resolution of any audit, dispute, or repayment obligation.

12.4 Inspection and Audit. Upon reasonable notice, the County and its representatives may inspect the Improvement Project and Facility, review records, verify operations, and audit reimbursement and performance. Inspections shall be conducted in a manner that reasonably minimizes disruption and protects lawful security and confidentiality interests.

12.5 Public Records. The Company acknowledges that this Agreement, reimbursement records, and other materials held by the County may be public records. The County will apply any lawful confidentiality protection but does not guarantee that information marked confidential will be exempt from disclosure.

ARTICLE 13
REPRESENTATIONS AND WARRANTIES

13.1 Company Representations. The Company represents and warrants that: it is duly organized and authorized to do business; execution and performance are duly authorized; information submitted to the County and State is materially accurate; the Agreement does not violate another obligation; it will acquire sufficient rights in the Facility Property; and it has or will obtain the financial capacity to complete the Project and pay all costs exceeding the County Contribution.

13.2 County Representations. The County represents that, upon completion of the required Section 94.01 procedures and adoption of the authorizing resolution, it has authority to enter this Agreement, subject to lawful appropriation and the limitations stated herein.

13.3 No Guarantee. The County does not guarantee financing, permits, title, construction, operating results, government contracts, State incentives, tax treatment, profitability, or the success of the Project. The Company is relying on its own investigation and professional advisers.

13.4 Continuing Accuracy. Each representation is continuing. The Company shall promptly disclose any material change that makes a representation inaccurate or materially affects Project completion or performance.

ARTICLE 14
INSURANCE, INDEMNITY, AND RISK OF LOSS

14.1 Insurance. Before construction and throughout the Performance Period, the Company shall maintain insurance reasonably required by the County, including commercial general liability, workers' compensation, automobile liability, builder's risk during construction, property insurance after completion, and such other coverage as may be appropriate. The County shall be named as an additional insured where commercially customary and legally permissible.

14.2 Indemnity. To the fullest extent permitted by law, the Company shall defend, indemnify, and hold harmless the County, its officials, employees, and agents from claims, losses, liabilities, damages, liens, penalties, and expenses arising from the Company's acquisition, design, construction, ownership, operation, maintenance, or use of the Facility or Improvement Project, except to the extent caused by the County's own negligent or wrongful act.

14.3 Risk of Loss. Risk of loss, casualty, theft, defect, environmental condition, and contractor default remains with the Company. A casualty does not obligate the County to provide additional funds.

14.4 Governmental Immunity. Nothing in this Agreement waives any immunity, defense, limitation of liability, or protection available to the County or its officials under the Constitution or laws of Alabama.

ARTICLE 15
TERM AND TERMINATION

15.1 Term. This Agreement begins on the Effective Date. If no Cessation of Operations occurs, the Scheduled Repayment Balance diminishes to zero upon the one hundred twentieth (120th) Monthly Diminution Date, and the contingent repayment obligation expires at that time, subject to payment of any fixed Annual Performance Clawback or other amount that became due before expiration and remains unpaid. If a Cessation of Operations occurs before the one hundred twentieth (120th) Monthly Diminution Date, the monthly diminution and automatic expiration stop, and this Agreement continues until the frozen Repayment Obligation and every other surviving duty are fully paid, released, or otherwise satisfied.

15.2 Termination Before Reimbursement. The County may terminate this Agreement before any reimbursement if the Company fails to satisfy the conditions precedent or the Project no longer appears reasonably capable of producing the stated public benefits. If no County funds have been paid, neither Party shall owe damages solely because of such termination.

15.3 Termination After Reimbursement. Except for the monthly diminution and expiration expressly provided in Sections 7.2, 9.7, and 15.1, termination after reimbursement does not extinguish a frozen Repayment Obligation, unpaid Annual Performance Clawback, Security Instrument, audit right, indemnity, confidentiality or public-record obligation, enforcement right, or any provision intended to survive.

15.4 Mutual Termination. The Parties may terminate by written agreement approved by the County Commission. Any release or compromise of a repayment obligation must comply with applicable law and any required Section 94.01 procedure.

ARTICLE 16
MISCELLANEOUS

16.1 Notices. Notices shall be in writing and delivered personally, by nationally recognized overnight service, by certified United States mail, return receipt requested, or by email with confirmation of receipt, to the following addresses, as updated by written notice:

County	Company
Cullman County Economic Development 325 2nd Street SE Cullman, Alabama 35055 Attn: Matt Kinsland, Director Email: mkinsland@co.cullman.al.us	A1 Composites, LLC 7362 University Avenue NE, Suite 310-5 Fridley, Minnesota 55432 Attn: President Email: angelo@a1composites.com

16.2 Amendments. An amendment must be in a written instrument executed by both Parties and approved by the County Commission. If the amendment materially changes the County assistance, beneficiary, public benefits, or obligations, the County may require a new or supplemental Section 94.01 notice and resolution.

16.3 Governing Law and Venue. Alabama law governs. Any action shall be filed in a court of competent jurisdiction in Cullman County, Alabama, unless another venue is required by law.

16.4 Entire Agreement. This Agreement, the exhibits, the authorizing resolution, and the Security Instruments constitute the entire agreement concerning the County Contribution and supersede prior oral or written statements on that subject. The State Incentive Documents are incorporated only for performance measurement and do not make the County a party to any State agreement.

16.5 Conflict. If this Agreement conflicts with a Security Instrument, the provision providing greater protection to the County's repayment and security rights controls, unless the County Attorney determines otherwise in writing. Final approved plans control over preliminary concept drawings.

16.6 Severability. If a provision is invalid or unenforceable, the remaining provisions remain effective to the fullest extent possible, and the Parties shall replace the invalid provision with a lawful provision that most closely reflects the original intent and public purpose.

16.7 No Third-Party Beneficiaries. This Agreement benefits only the Parties and their approved successors. Contractors, employees, lenders, the seller, State agencies, and other persons are not third-party beneficiaries.

16.8 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts and by lawful electronic signature. For recordation, the Parties shall provide original or recordable counterparts and acknowledgments as requested by the County Attorney.

16.9 Time. Time is of the essence for payment, reporting, completion, and performance obligations.

16.10 Construction. The Parties and their counsel have had the opportunity to review this Agreement. No presumption shall arise against a Party as drafter. Headings are for convenience only.

SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the dates written below, to become effective only upon satisfaction of the requirements stated herein.

CULLMAN COUNTY COMMISSION

By: _____
Name: Jeff "Clem" Clemons
Title: Chairman
Date: 8/12/26

ATTEST:

By: _____
Name: John M Bullard
Title: County Administrator
Date: 8/12/26

A1 COMPOSITES, LLC

By: _____
Name: Angelo D'Urso
Title: President
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ACKNOWLEDGMENTS

STATE OF ALABAMA
COUNTY OF CULLMAN

I, the undersigned Notary Public, certify that Jeff Clem Clemons, whose name as Chairman of the Cullman County Commission is signed to the foregoing instrument, and who is known to me or satisfactorily proven to be the person named, acknowledged before me on this day that, being informed of the contents of the instrument, he or she executed the same voluntarily for and as the act of the Cullman County Commission.

Given under my hand and seal this 12 day of August, 2026.

Frances A. Montgomery
Notary Public
My Commission Expires: 5-19-2030

FRANCES A. MONTGOMERY NOTARY PUBLIC ALABAMA STATE AT LARGE

STATE OF Alabama
COUNTY OF Cullman

I, the undersigned Notary Public, certify that Angelo D'Urso, whose name as President of A1 Composites, LLC is signed to the foregoing instrument, and who is known to me or satisfactorily proven to be the person named, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily for and as the act of the limited liability company.

Given under my hand and seal this ____ day of _____, 20____.

_____
Notary Public
My Commission Expires: _____

EXHIBIT A

FACILITY PROPERTY AND IMPROVEMENT PROJECT SCOPE

A.1 Facility Property. 4005 County Road 35, Hanceville, Alabama 35077; Cullman County Parcel Identification Number 201054.

A.2 Final Legal Description. **[INSERT COMPLETE LEGAL DESCRIPTION FROM THE RECORDED DEED, SURVEY, OR TITLE COMMITMENT AFTER CLOSING]**.

A.3 Reimbursable Improvement Scope. The Company shall be responsible for designing and constructing the following Improvement Project through its own retained contractor and design professionals:

- design, grading, drainage, subgrade preparation, base, paving, striping, and related construction of the employee parking and circulation area serving the Facility;
- widening and improving the Facility entrance from County Road 35, including approved work within or adjacent to the County right-of-way;
- traffic-control, testing, erosion-control, and restoration work directly required by the foregoing; and
- other directly related work included in Exhibit C or otherwise approved in writing by the County in accordance with this Agreement.

A.4 Company Plans and Specifications. The Company shall cause the final signed and dated plans and specifications to be prepared or approved by its retained contractor and, where appropriate, its licensed design professional. The plans and specifications shall be attached or identified here by project number, preparer, and date: **[INSERT FINAL PLAN IDENTIFICATION]**. The Company shall provide the plans and specifications to the County solely to identify the reimbursable scope and facilitate inspection of reimbursement requests. The County Engineer does not prepare, direct, or approve the design or specifications and is not responsible for contractor selection, construction administration, or warranties. Preliminary aerials, outlines, and verbal descriptions are for general reference only and do not expand the reimbursable scope.

A.5 Private Employee Area. The parking and circulation area is an employee area serving the Facility and is not represented or required to be a public parking facility.

EXHIBIT B

STATE COMMITMENTS AND EMPLOYMENT PERFORMANCE SCHEDULE

The final executed State Incentive Documents should be attached or incorporated by specific document title before execution or before the first reimbursement. Where a State-approved schedule differs from the preliminary information below, the State-approved schedule controls for measurement, subject to the County's minimum final job commitment.

Commitment	Current Project Information	Controlling Source
Total capital investment	$9,785,000	Final State Incentive Documents
Final new full-time job commitment	170 Qualified Jobs	Final State Incentive Documents
Average wage commitment	As finally approved by the State; current offer materials indicate approximately $28.00 per hour, exclusive of benefits	Final State Incentive Documents
Operations commencement	**[INSERT STATE-APPROVED DATE]**	Final State Incentive Documents
Annual job ramp-up	Year 1: 41; Year 2: 77; Year 3: 114; Year 4: 148; Years 5-10: 170 (preliminary; subject to the final State Incentive Documents)	Final State Incentive Documents

EXHIBIT C

APPROVED PROJECT BUDGET AND FUNDING ALLOCATION

Eligible Cost Category	Approved Budget
Mobilization	$4,000
Construction layout, engineering, and surveying	$5,000
Roadbed processing, grading, subgrade preparation, and aggregate base	$195,000
Asphalt paving - binder and wearing surface	$137,000
Entrance widening, supplemental base stone, traffic control, testing, and other approved eligible costs	$9,000
TOTAL APPROVED PROJECT BUDGET	**$350,000**

Funding Source / Calculation	Amount	Treatment
Cullman County Industrial Development Authority (separate entity)	$30,000	Reimbursement only; no Company match; subject to separate IDA authorization and agreement
Remaining Matchable Eligible Costs	$320,000	Balance after the separate IDA contribution is exhausted
Cullman County Commission	$160,000	Fifty percent (50%) reimbursement of remaining eligible costs; County cap
A1 Composites, LLC	$160,000	Required fifty percent (50%) Company match on remaining eligible costs
TOTAL PROJECT FUNDING	**$350,000**	**Combined separate IDA, County Commission, and Company funding**

C.1 Total Approved Project Budget: $350,000.

C.2 Separate IDA Contribution: Up to $30,000 from the Cullman County Industrial Development Authority, a separate public entity, on a reimbursement basis without Company match. It is not an obligation of the County Commission and is subject to the IDA's separate approval and agreement.

C.3 Remaining Matchable Eligible Costs: $320,000 after exhaustion of the separate $30,000 IDA contribution.

C.4 County Contribution Cap and Share: The County Commission shall reimburse fifty percent (50%) of Remaining Matchable Eligible Costs, not to exceed $160,000.

C.5 Required Company Match: The Company shall fund the other fifty percent (50%) of Remaining Matchable Eligible Costs, equal to $160,000 if the full budget is incurred and approved.

C.6 Order of Application: The separate IDA contribution applies first to the first $30,000 of verified Eligible Costs. Thereafter, the County Commission and Company share each additional verified Eligible Cost equally, subject to the County cap.

C.7 Budget Basis and Limitation: This planning cap is based on comparative contractor pricing, the County Engineer's unit-price review, and revised plans, area, and scope. It is not a contractor quote or cost guarantee. Transfers among categories require prior written approval of the County Engineer and may not increase the total budget or County cap without a Commission-approved amendment.

C.8 Approved Construction Completion Date: Friday, May 7, 2027.

EXHIBIT D

REIMBURSEMENT REQUEST AND CERTIFICATION

Request Number:

Request Date:

Period Covered:

Total Eligible Costs in Request:

IDA Allocation Applied to This Request:

Company Match Included:

Eligible Costs Subject to County/Company 50/50 Match:

County Reimbursement Requested:

Cumulative County Reimbursement Previously Paid:

Remaining County Contribution Available:

Company Certification

The undersigned authorized representative of A1 Composites, LLC certifies that: (1) the costs requested are Eligible Costs under the Agreement and approved budget; (2) the Company has paid each cost in full; (3) the required Company Match has been paid from eligible non-County funds; (4) the costs have not been and will not be reimbursed from another source except as disclosed; (5) the work complies with the approved plans and applicable law; (6) all attached invoices, proof of payment, lien waivers, and certifications are true and complete; and (7) the Company is not in default under the Agreement.

A1 COMPOSITES, LLC

By: _____
Name: _____
Title: _____
Date: _____

County Review

County Engineer Recommendation: Approved / Approved with Adjustment / Rejected
Approved Eligible Costs: $_____
Recommended County Reimbursement: $_____
Comments: _____

By: _____ Date: _____

EXHIBIT E

ANNUAL EMPLOYMENT AND OPERATIONS CERTIFICATION

Performance Year:

Annual Target Jobs:

Actual Qualified Jobs Accepted by State:

Job Performance Percentage:

Monthly Diminution Amount:

Scheduled Repayment Balance After Most Recent Monthly Diminution:

Annual Performance Clawback:

Date State Certification Attached:

Operations Status: Active / Temporarily Suspended / Ceased

Company Certification

The Company certifies that the foregoing information is true and complete; all reported jobs are located at the Facility and satisfy the applicable State eligibility, wage, and benefit requirements; the Company remains in regular manufacturing operation except as expressly disclosed; and all attached State reports and payroll documentation are accurate copies of records submitted to or accepted by the State.

A1 COMPOSITES, LLC

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT F

REPAYMENT, MONTHLY DIMINUTION, AND CLAWBACK CALCULATION

F.1 Original County Contribution = County Contribution actually paid.

F.2 Monthly Diminution Amount = Original County Contribution divided by one hundred twenty (120). The amount is not prorated for a partial month.

F.3 On each Monthly Diminution Date, Scheduled Repayment Balance = Prior Scheduled Repayment Balance minus Monthly Diminution Amount, but not less than zero, unless a Cessation of Operations has occurred.

F.4 Job Performance Percentage = Actual Qualified Jobs divided by Annual Target Jobs, capped at 100%.

F.5 Annual Performance Base Amount = Monthly Diminution Amount multiplied by twelve (12), which equals Original County Contribution divided by ten (10). Annual Performance Clawback = Annual Performance Base Amount multiplied by (100% minus Job Performance Percentage).

F.6 Annual Performance Clawback payments do not create an additional reduction of the Scheduled Repayment Balance. Aggregate principal recovery remains subject to Section 7.9.

F.7 Upon a Cessation of Operations, the Scheduled Repayment Balance freezes at the amount in effect after the last Monthly Diminution Date preceding cessation. No partial-month diminution applies, and no later Monthly Diminution Date reduction occurs.

F.8 After the one hundred twentieth (120th) Monthly Diminution Date, the Scheduled Repayment Balance is zero and the contingent repayment obligation and related security expire if no Cessation of Operations occurred and all fixed amounts due have been satisfied.

F.9 Fixed-Dollar Schedule Assumption. The table assumes the maximum County Contribution of $160,000. If the County Contribution actually paid is less, all dollar amounts shown shall be adjusted proportionally. Actual Jobs and related performance calculations shall be completed after each annual certification. The preliminary cumulative job targets are 41, 77, 114, 148, and 170 for Performance Years 1 through 5, and 170 for Performance Years 6 through 10, subject to the final State Incentive Documents. Ending Obligation equals the Year-End Scheduled Balance plus any fixed and unpaid Annual Performance Clawback, subject to Section 7.9.

Year	Target Jobs	Actual Jobs	Job Perf. %	Scheduled Diminution During Year	Year-End Scheduled Balance	Annual Clawback	Ending Obligation
1	41	To be certified	Actual ÷ 41	$16,000	$144,000	$16,000 × (1 - Actual/41)	$144,000 + unpaid clawback
2	77	To be certified	Actual ÷ 77	$16,000	$128,000	$16,000 × (1 - Actual/77)	$128,000 + unpaid clawback
3	114	To be certified	Actual ÷ 114	$16,000	$112,000	$16,000 × (1 - Actual/114)	$112,000 + unpaid clawback
4	148	To be certified	Actual ÷ 148	$16,000	$96,000	$16,000 × (1 - Actual/148)	$96,000 + unpaid clawback
5	170	To be certified	Actual ÷ 170	$16,000	$80,000	$16,000 × (1 - Actual/170)	$80,000 + unpaid clawback
6	170	To be certified	Actual ÷ 170	$16,000	$64,000	$16,000 × (1 - Actual/170)	$64,000 + unpaid clawback
7	170	To be certified	Actual ÷ 170	$16,000	$48,000	$16,000 × (1 - Actual/170)	$48,000 + unpaid clawback

Year	Target Jobs	Actual Jobs	Job Perf. %	Scheduled Diminution During Year	Year-End Scheduled Balance	Annual Clawback	Ending Obligation
8	170	To be certified	Actual ÷ 170	$16,000	$32,000	$16,000 × (1 - Actual/170)	$32,000 + unpaid clawback
9	170	To be certified	Actual ÷ 170	$16,000	$16,000	$16,000 × (1 - Actual/170)	$16,000 + unpaid clawback
10	170	To be certified	Actual ÷ 170	$16,000	$0	$16,000 × (1 - Actual/170)	$0 + unpaid clawback

Prepared for:

Cullman County Commission
PO Box 278
Cullman AL 35056

Submitted by:
LaBella Associates
528 Mineral Trace
Hoover, AL 35244
Tel Number (205) 985-4874

LaBella

Solid Waste Management Plan
Cullman County, Alabama
Annual Report Solid Waste Management Plan

April 2026

Project no. 2255524

Cullman County Solid Waste Management Plan

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1.0 INTRODUCTION

1.1 Historic Overview

In 1989, the Alabama State Legislature passed Act 89-824 governing solid waste management in the State of Alabama. This Act, codified in the Alabama Solid Wastes Disposal Act, Code of Alabama 1975, §22-27-40 through §22-27-48, required the Director of the Alabama Department of Environmental Management (ADEM), and cities and counties of the State of Alabama to develop and adopt comprehensive Solid Waste Management Plans (SWMP or "Plan") which forecast and describe the management of solid waste generated within a local government's jurisdiction over a 10-year period. This SWMP is to be utilized as a "roadmap" on how to manage solid waste facilities and services in the local jurisdiction by addressing all items required by the Alabama Solid Wastes Disposal Act.

As a result of Act 89-824 and cumulative supplements to the Alabama Solid Wastes Disposal Act (now known as the Solid Wastes and Recyclable Materials Management Act or SWRMMA), each county was originally required to develop and submit a SWMP to ADEM for approval in 1990. The requirements also call for each county to periodically submit an updated Plan that covers the management of solid waste generated in their jurisdiction for the next ten-year period. An ADEM-approved SWMP is required before a county or municipality can grant local approval on matters related to solid waste management within their jurisdiction and is also required to be eligible for recycling grant funds. Municipalities within each county have the option of adhering to the county's SWMP or "opting out" of the county's plan by developing and submitting their own plan to ADEM.

The Cullman County Commission has retained LaBella Associates, D.P.C to develop their required ten-year update. The Cullman County Solid Waste Management Plan - 2026 addresses the requirements of the Solid Wastes and Recyclable Materials Management Act.

1.2 Purpose of Report

The purpose of this SWMP is to provide for the management of solid waste within the political jurisdiction of Cullman County for the period of 2026 to 2036. This Plan will address aspects of solid waste management such as generation, collection, transportation, disposal, and recycling, and will have general applicability for the circumstances and situations that may affect solid waste management in Cullman County. In particular, the SWMP will address the following issues required by Code of Alabama 1975, §22-27-47, as applicable:

- Descriptions and explanations of the general origins and weight or volume of solid waste currently generated within the jurisdiction's boundaries. *Please note that the solid waste generation tonnages provided in this SWMP typically refers to the weight of materials as they enter the waste management system after recycling has taken place.*

- Identify current methods of collection and haulage of solid waste within the jurisdiction.
- Identify and describe the facilities where solid waste is currently being disposed of or processed, and the remaining available permitted capacity of such facilities and the capacity which could be made available through the reasonable expansion of such facilities.
- Provide a description of current or planned recycling programs and an analysis of their impact on waste generated within the jurisdiction.
- Address the requirements of the federal Resource Conservation and Recovery Act, Subtitle D and explain those actions the jurisdiction should take to assure proper management of its waste under these requirements.
- Propose procedures for the identification, and elimination of unauthorized dumps in the jurisdiction.
- Describe and explain the general origin and weight or volume of solid waste reasonably expected to be generated within the jurisdiction annually during the next ten (10) years.
- Provide for the development or expansion of solid waste management systems that are consistent with the needs of the area, taking into account planning, zoning, population and development estimates, and economics of jurisdiction and the protection of air, water, land and other natural resources.
- Identify any current agreements between the jurisdiction and other units of local governments or authorities for the joint use of solid waste processing or disposal facilities and evaluate the need for and feasibility of entering joint agreements in the future.
- Identify any current contractual agreements with private entities for the collection, processing, or disposal of solid waste and evaluate the need for and feasibility of entering into such agreements in the future.
- Identify the general location within a county where solid waste processing or disposal and recycling programs may be located, and identify the site of each facility if a site has already been chosen. In identifying general locations for facilities in the plan, Cullman County will consider the following: the jurisdiction's solid waste management needs; the relationship of the proposed location or locations to existing industries in the jurisdiction or state that generate large volumes of solid waste and to the areas projected by the state or local regional planning and development commission for the development of industries that will

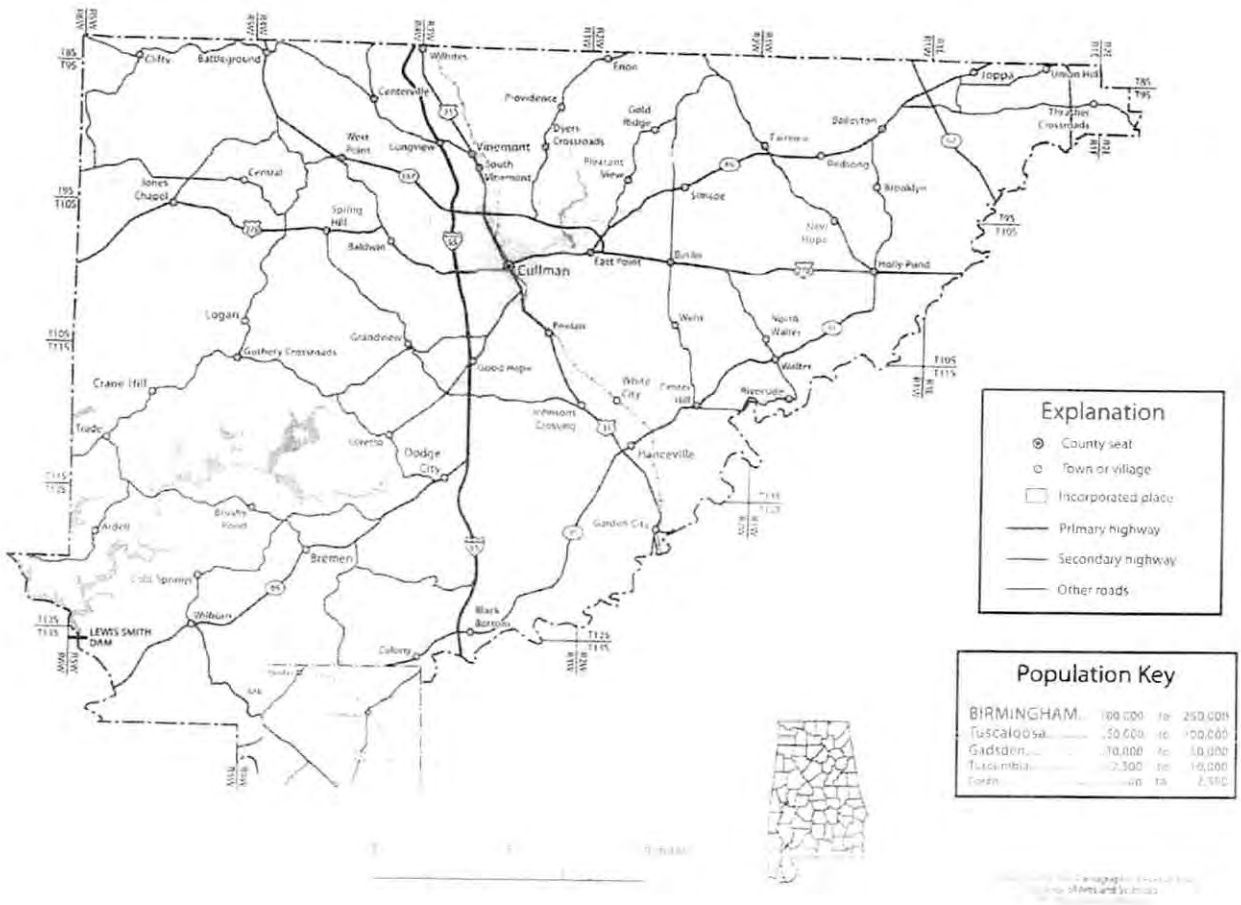
generate solid waste; the costs and availability of public services, facilities and improvements which would be required to support a facility in this location and protect public health, safety, and the environment; the potential impact a facility in the proposed location or locations would have on public health and safety, and the potential that such locations can be utilized in a manner so as to minimize the impact on public health and safety; and the social and economic impacts that a facility at the proposed location would have on the affected community, including changes to property values, community perception and other costs..

- Explain in detail if the jurisdiction proposes to utilize a solid waste facility outside its jurisdiction.



LaBella	**TITLE:** Cullman County Location Map Solid Waste Management Plan Update 2025	FIGURE NO. 1
		PROJECT NO. 2255524
		DRAWN BY COL
528 MINERAL TRACE HOOVER, AL 35244 (205) 985-4874	Adapted map produced by the Department of Geography College of Arts and Sciences The University of Alabama	DATE DRAWN 11/21/2025

CULLMAN COUNTY



LaBella	**TITLE:** Cullman County - Major Roads & Towns Map Solid Waste Management Plan Update 2025	**FIGURE NO.** 2 **PROJECT NO.** 2255524 **DRAWN BY** COL
528 MINERAL TRACE HOOVER, AL 35244 (205) 985-4874	Adapted map produced by the Department of Geography College of Arts and Sciences The University of Alabama	**DATE DRAWN** 11/21/2025

1.3 Planning Period

All solid waste projections will be based on the planning period of January 1, 2026 – December 31, 2035. This SWMP will be valid for a period of ten (10) years following approval from the Alabama Department of Environmental Management (ADEM).

1.4 Methodology

This Update generally follows a format required by ADEM with its purpose being to develop a comprehensive SWMP by addressing the collection, transportation, processing, disposal and recycling of solid waste in the County. The report is outlined in the Table of Contents and addresses all requirements for a completed SWMP. The heading of each section includes the addressed task required by the Code of Alabama 1975, §22- 27-47.

The historical data utilized in this report was compiled for record year 2025. Preparation of the *Cullman County Solid Waste Management Plan* included:

- Coordination with ADEM to determine format and methodology of data to be included in the 2026 SWMPs.
- Identification and designation of the incorporated areas to be included in the SWMP.
- Review of previous Solid Waste Management Plans.
- Location and identification of existing solid waste facilities (landfills, transfer stations, recycling centers, etc.).
- Review of Alabama State Legislative documentation.
- Review of Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM) and local regulations governing solid waste management.
- Review of population data.
- Formal data collection and personal interviews, as needed, with Cullman County personnel, contract haulers, private solid waste facility owners and operators, and local municipality personnel.

1.5 Cullman County Municipalities

The following is a list of the Twelve (12) municipalities located in Cullman County which will be governed by the Cullman County Plan:

City of Cullman

City of Hanceville

Town of Baileyton

Town of Berlin

Town of Colony

Town of Dodge City

Town of Fairview

Town of Garden City

City of Good Hope

Town of Holly Pond

Town of South Vinemont

Town of West Point

1.6 Local and Municipal Approval of Solid Waste Facilities and Services

A local government must be subject to or governed by an approved SWMP in order to provide local approval of solid waste facilities and services within that jurisdiction. Unless a municipal government specifically elects to "opt out" of their County's SWMP, they are governed by the County's Plan.

The municipal governments governed by the Cullman County SWMP may grant local approval of solid waste management facilities and services within their municipal limits (not including the police jurisdiction) if the municipality follows all federal, state and local requirements related to the management of solid waste in Cullman County. If a municipality grants local approval to a solid waste management facility or services after evaluating consistency with the SWMP, then the applying entity is not required to also obtain local approval from the Cullman County.

1.7 Public Hearing

As required by Alabama Law, a public hearing was held to solicit comments on the Cullman County SWMP prior to its approval and adoption by the Cullman County Commission. Notice of the public

hearing was given in a local newspaper at least thirty (30) days but not more than forty-five (45) days before the hearing date. Draft copies of the SWMP were made available to the public prior to the hearing. A copy of the public notice, and public hearing sign-in sheet(s) are included in Appendix B. No comments were received during the public comment period or the public hearing.

1.8 County Commission Resolution

As required by Alabama Law, the Cullman County Solid Waste Management Plan was adopted through a resolution by the Cullman County Commission prior to submittal to the ADEM. A copy of this Resolution is included in Appendix C.

1.9 Definitions

A list of terms commonly used in the field of solid waste management is included for general information

Buffer Zone

Neutral area serving as a protective barrier separating two conflicting forces. An area that minimizes the impact of pollutants on the environment or public welfare. For example, a buffer zone is established between a composting facility and neighboring residents to minimize potential odor issues.

Buy-Back Center

A facility where individuals bring recyclables in exchange for payment.

Commercial Waste

Waste materials originating in wholesale, retail, institutional, or service establishments, such as office buildings, stores, markets, restaurants, hotels, warehouses and other non-manufacturing activities, excluding residential and industrial wastes.

Commingled Recyclables

Two or more recyclable materials collected together (i.e. not separated). In some types of collection programs, recyclable materials may be commingled, as long as they do not contaminate each other. For example, glass and plastic can be commingled, but glass and oil cannot.

Composting

The controlled biological decomposition of organic solid materials (i.e. grass clippings, food waste and lawn debris) under aerobic conditions.

Construction/Demolition (C/D) or Inert Landfill

A discrete area of land or an excavation that receives construction/demolition waste, and or rubbish and/or water treatment (alum) sludge, foundry waste meeting ADEM Rule 335-13-4-.26(3), and that is not a land application unit, surface impoundment, or injection well as those terms are defined by ADEM.

Construction and Demolition Waste

Waste building materials resulting from the construction, remodeling, repair, or demolition operations on houses, commercial buildings, and other structures. Such wastes include, but are not limited to, masonry materials, sheet rock, roofing waste, insulation (not including asbestos), scrap metal, and wood products. Uncontaminated concrete, soil, brick, waste asphalt paving, ash resulting from the combustion of untreated wood, rock, and similar materials are excluded from this definition.

Corrugated Paper

Paper or cardboard have either a series of wrinkles or folds, or alternating ridges and grooves.

Cover Material

Soil or alternative material approved by ADEM that is used to cover compacted solid waste in a landfill unit.

Drop-Off Collection

A method of collecting recyclable or compostable materials in which the materials are taken by individuals to collection sites, where they deposit the materials into designated containers or areas.

Ferrous Metals

Metals derived from iron. They can be removed from commingled materials using magnets at separation facilities.

Garbage

Putrescible animal and vegetable waste resulting from handling, preparation, cooking and consumption of food, including, but not limited to, waste from markets, storage facilities, handling and sale of produce and other food products and excepting such materials that may be serviced by garbage grinders and handled as household sewage.

Groundwater Monitoring Well

A well placed at an appropriate location and depth for collecting water samples to determine groundwater quality in the area surrounding a landfill or other site.

Hazardous Waste

Hazardous waste as defined in ADEM Admin. Code r. 335-14-2-.01(3). Generally, this includes any solid waste that exhibits one or more characteristics of hazardous waste (i.e. ignitability, corrosivity, reactivity, or toxicity), or any solid waste meeting a listing description per ADEM Division 14 Hazardous Waste regulations.

Household Hazardous Waste

Household Hazardous Waste (HHW) is any material (gas, liquid, or solid) from a home that may pose a health threat to people, animals, or the environment if handled or disposed of improperly. HHW may be corrosive, flammable, toxic, or reactive, and comes from everyday products used in the home, yard, or garden. Common examples include paint, household cleaners, motor oil, pesticides, pool chemicals, products containing mercury (fluorescent bulbs, mercury thermometers) and various chemicals. Because households generate these wastes in limited quantities they are not regulated as hazardous wastes under federal and state laws.

Household Waste

Any solid waste, including, but not limited to, garbage, trash, and sanitary waste in septic tanks derived from households, including single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day use recreation areas. Sanitary waste in septic tanks shall be considered as household waste only when it is disposed in a landfill or unauthorized dump.

Incinerator

A device designed to burn that portion of garbage and rubbish which will be consumed at temperatures generally ranging 1600 degrees Fahrenheit or over.

Industrial Landfill

A discrete area of land or an excavation that receives industrial solid waste and may in addition receive construction/demolition waste and/or rubbish and that is not a land application unit, surface impoundment, injection well, or waste pile as defined by ADEM Division 13 Solid Waste regulations.

Industrial Waste

Solid waste generated by manufacturing or industrial processes that is not a hazardous waste under Chapters 22 to 30, inclusive, of Title 22, Code of Ala. 1975, and the regulations promulgated thereunder.

Unauthorized Dump

Any collection of solid wastes either dumped or caused to be dumped or placed on any public or

private property, whether or not regularly used, and not having a permit from ADEM. Abandoned automobiles, large appliances or similar large items of solid waste shall be considered as forming an unauthorized dump within the meaning of ADEM Division 13 regulations. The careless littering of a relatively few, smaller individual items such as tires, bottles, cans and the like shall not be considered an unauthorized dump, unless the accumulation of the solid waste poses a threat to human health or the environment. An unauthorized dump shall also mean any solid waste disposal site which does not meet regulatory provisions of ADEM Division 13 regulations.

Leachate

Any liquid, including any soluble, suspended or miscible components in the liquid, that has percolated through or emerged from solid waste other than construction/demolition waste and/or rubbish as defined by ADEM Division 13 regulations.

Leachate Collection System

A comprehensive network of synthetic/earthen liners, pipes, and pumps designed and constructed to collect and properly manage landfill leachate accumulation.

Liner

A system of low-permeability soil and/or geosynthetic membranes used to collect leachate and minimize contaminant flow to groundwater. Liners may also absorb or attenuate pollutants to further reduce contamination.

Methane

An odorless, colorless, flammable, explosive gas produced by municipal solid waste undergoing anaerobic decomposition.

Municipal Solid Waste (MSW)

Wastes including household waste, commercial solid waste, nonhazardous sludge, very small quantity generator waste, industrial solid waste, construction/demolition waste, and rubbish.

Recycling

Any process by which materials are collected, separated, stored, recovered, or processed and reused or returned to use in the form of raw materials or products, but does not include the use of materials as a fuel, or for any use which constitutes disposal.

Residential Waste

Waste generated in single- and multiple-family homes.

Roll-Off Container

A waste container that is typically transported via truck that can be dropped off and picked up hydraulically or by other mechanical means.

Rubbish

Non-putrescible solid wastes, excluding ashes, consisting of both combustible and noncombustible wastes. Combustible rubbish includes paper, rags, cartons, wood, furniture, rubber, plastics, and similar materials. Noncombustible rubbish includes glass, crockery, metal cans, metal furniture and like materials which will not burn at ordinary incinerator temperatures, not less than 1600 degree F. Uncontaminated concrete, soil, brick, waste asphalt paving, ash resulting from the combustion of untreated wood, rock, yard trimmings, leaves, stumps, limbs and similar materials are excluded from this definition.

Solid Waste

Any garbage, rubbish, construction or demolition debris, ash, or sludge from a waste treatment facility, water supply plant, or air pollution control facility, and any other discarded materials, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, or agricultural operations or community activities, or materials intended for or capable of recycling, but which have not been diverted or removed from the solid waste stream. The term "solid waste" does not include recovered materials, solid or dissolved materials in domestic sewage, solid or dissolved material in irrigation return flows, or industrial discharges which are point sources subject to the National Pollutant Discharge Elimination System permits under the Federal Water Pollution Control Act, as amended, or the Alabama Waste Pollution Control Act, as amended; or source, special, nuclear, or by-product materials as defined by the Atomic Energy Act of 1954, as amended. Also excluded from this definition are land applications of crop residues, animal manure, and ash resulting exclusively from the combustion of wood during accepted agricultural operations, waste from silvicultural operations, or refuse as defined and regulated pursuant to the Alabama Surface Mining Act of 1969.

Solid Waste Management

The systematic control of solid waste including its storage, processing, treatment, recovery of materials from solid waste, or disposal.

Source Reduction

The design, manufacture, acquisition, and reuse of materials so as to minimize the quantity and/or toxicity of waste produced. Source reduction prevents waste either by redesigning products or by otherwise changing societal patterns of consumption, use, and waste generation.

Special Waste

Those wastes require specific processing, handling or disposal techniques as determined necessary by the Department which are different from the techniques normally utilized for handling disposal. Examples of such waste types may include, but are not limited to mining waste, fly ash, bottom ash, sludges, friable asbestos, industrial waste, liquid waste, large dead animals or large quantities of dead animals, and residue, medical waste, foundry waste, petroleum contaminated wastes, municipal solid waste ash, or contaminated soil and water from the cleanup of a spill.

Subtitle D

The solid, non-hazardous waste section of the Resource Conservation and Recovery Act (RCRA) of 1976.

Transfer Station

A permanent facility where waste materials are taken from smaller collection vehicles and placed in larger vehicles for transport, including truck trailers, railroad cars, or barges. Recycling and some processing may also take place at transfer stations.

White Goods

Large household appliances such as refrigerators, stoves, air conditioners, and washing machines.

Yard Trimmings

Leaves, grass clippings, pruning and other natural organic matter discarded yards and gardens. Yard trimmings may also include stumps and brush, but these materials are not normally handled at composting facilities.

2.0 SOLID WASTE GENERATION

Section 22-27-47(b)(1): Describe and explain the general origin, and weight or volume of solid waste currently generated within the jurisdiction's boundaries.

2.1 Municipal Solid Waste Generation

Municipal solid waste generally consists of non-hazardous solid waste generated in households and in commercial environments.

2.1.1 Household Waste Generation

The Solid Waste Disposal Authority of the City & County of Cullman Alabama owns and manages the Cullman Environmental Waste Management Center for disposal of solid waste generated within the County. In 2025, there were approximately 35,347 households

and approximately 64,840.28 tons of household waste were generated in Cullman County. Residential solid waste is collected in Cullman County by the county's sanitation department, and in the City of Cullman by the city's sanitation department. In addition to collection and transport of solid waste in the unincorporated areas of the county, the county's sanitation department also collects the solid waste in the other Eleven (11) municipalities (excluding the City of Cullman) within the Cullman County. All waste collected within the County is transported to the Cullman Environmental Waste Management Center for disposal.

A summary of the estimated population served, the amount of household waste collected, the calculated per capita generation rates and the disposal site are presented in Table 2-1.

TABLE 2-1

HOUSEHOLD WASTE GENERATION

Service Area	2025 Population	Solid Waste Collection Agency / Solid Waste Disposal Site	Waste Generation Rate		
			TPY	TPD	PCD
City of Cullman, Hanceville, Baileyton, Berlin, Colony, Dodge City, Fairview, Garden City, Good Hope, Holly Pond, South Vinemont West Point/ Unincorporated Areas of Cullman County	92,773	Cullman County Sanitation Department /City of Cullman Sanitation Department/ Cullman Environmental Waste Management Center	64,840.28	177.64	3.83
Cullman County Plan	**92,773**	**Total Estimated Residential Waste**	**64,840.28**	**177.64**	**3.83**

Source: The information in this Table was provided by the solid waste collection agency. Census.gov
TPY = Tons Per Year, TPD = Tons Per Day, PCD = Pounds Per Capita Per Day

2.1.2 Commercial Waste Generation

In 2025, there were a total of 2,057 commercial customers and approximately 45,763 tons of commercial waste was generated from businesses located in Cullman County. Commercial waste is collected in Cullman County by the county's sanitation department in all areas of the county except for the City of Cullman, and in the City of

Cullman by the city's sanitation department. All waste collected within the County is transported to the Cullman Environmental Waste Management Center for disposal.

A summary of the estimated population served, the amount of commercial waste collected, the calculated per capita generation rate and the solid waste disposal site is presented in Table 2-2.

TABLE 2-2

COMMERCIAL WASTE GENERATION

Service Area	2025 Population	Solid Waste Collection Agency / Solid Waste Disposal Site	Waste Generation Rate		
			TPY	TPD	PCD
City of Cullman, Hanceville, Baileyton, Berlin, Colony, Dodge City, Fairview, Garden City, Good Hope, Holly Pond, South Vinemont West Point/ Unincorporated Areas of Cullman County	92,773	Cullman County Sanitation Department /City of Cullman Sanitation Department/ Cullman Environmental Waste Management Center	45,763	125.38	2.70
Cullman County Plan	**92,773**	**Total Estimated Residential Waste**	**45,763**	**125.38**	**2.70**

Source: The information in this Table was provided by the solid waste collection agency.
TPY = Tons Per Year, TPD = Tons Per Day, PCD = Pounds Per Capita Per Day

2.1.3 Municipal Solid Waste Generation

By combining the Household Waste and Commercial Waste, the total amount of Municipal Solid Waste (MSW) generated can be calculated. In 2025, approximately 110,603.28 tons of MSW were reported as being generated in Cullman County. **This equates to an overall municipal solid waste generation rate of 6.53 lbs./capita/day.** Please note that this generation rate represents the amount of solid waste actually disposed of in a landfill and does not include the amount that may have been generated but was diverted from the waste stream for recycling.

2.2 Construction/Demolition (C/D) Waste Generation

Construction and Demolition (C/D) wastes are typically generated by the construction, remodeling, repair or demolition of structures, roads, sidewalks, utilities, etc. Since these wastes are relatively inert materials and C/D landfills do not have to meet the strict design standards required for municipal solid wastes, many municipalities and private entities operate their own C/D landfills. C/D wastes are typically collected and transported to a C/D landfill by private homeowners, contractors, municipalities or contract haulers, but may also be disposed at a MSW landfill. Other inert material such as yard wastes may also be taken to a C/D landfill for disposal.

2.2.1 Municipal Collections/Disposal of C/D Waste

Construction and demolition waste is transported by private individuals, contractors or by commercial haulers and delivered to the Cullman Environmental Waste Management Center. Cullman municipalities collect C/D waste separately from household solid waste. Local maintenance crews provide curbside limb pickup and dispose of the materials at the Cullman Environmental Waste Management Center. In 2025, there was approximately 35,592.49 tons of C/D and yard waste was taken to the Cullman Environmental Waste Management Center Landfill for disposal.

A summary of the estimated population served, the amount of inert material collected, the calculated per capita generation rate and the C/D waste disposal site is presented in Table 2-3.

TABLE 2-3

CONSTRUCTION/DEMOLITION WASTE GENERATION

Service Area	2025 Population	Collection Agency/ Disposal Site	Waste Generation Rate		
			TPY	TPD	PCD
City of Cullman, Hanceville, Baileyton, Berlin, Colony, Dodge City, Fairview, Garden City, Good Hope, Holly Pond, South Vinemont	92,773	Cullman County Sanitation Department /City of Cullman Sanitation Department/ Cullman Environmental Waste Management Center	35,592.49	97.51	2.10

West Point/ Unincorporated Areas of Cullman County					
Cullman County Plan	**92,773**	**Total Estimated Residential Waste**	**35,592.49**	**97.51**	**2.10**

Source: The information in this Table was provided by the solid waste collection agency and/or the disposal site.
TPY = Tons Per Year, TPD = Tons Per Day, PCD = Pounds Per Capita Per Day

2.3 Industrial Waste Generation

Based on survey responses for calendar year 2025, industrial waste is transported by private individuals, contractors or by commercial haulers and delivered to the Cullman Environmental Waste Management Center. In 2025, approximately 63,747.14 tons of industrial waste was taken to Cullman Environmental Waste Management Center Landfill for disposal.

TABLE 2-4

INDUSTRIAL WASTE GENERATION

Service Area	2025 Population	Collection Agency / Disposal Site	Waste Generation Rate		
			TPY	TPD	PCD
City of Cullman, Hanceville, Baileyton, Berlin, Colony, Dodge City, Fairview, Garden City, Good Hope, Holly Pond, South Vinemont West Point/ Unincorporated Areas of Cullman County	92,773	Cullman County Sanitation Department /City of Cullman Sanitation Department/ Cullman Environmental Waste Management Center	63,747.14	174.65	3.77
Cullman County Plan	**92,773**	**Total Estimated Residential Waste**	**63,747.14**	**174.65**	**3.77**

Source: The information in this Table was provided by the solid waste collection agency and/or the disposal site.
TPY = Tons Per Year, TPD = Tons Per Day, PCD = Pounds Per Capita Per Day

2.4 Special Waste Generation

"Special wastes" are those wastes requiring specific processing, handling or disposal techniques as determined necessary by the Department which are different from the techniques normally utilized for handling disposal. Examples of such waste types may include, but are not limited to mining waste, fly ash, bottom ash, sludges, friable asbestos, industrial waste, liquid waste, large dead animals or large quantities of dead animals; and residue, medical waste, foundry waste, petroleum contaminated wastes, municipal solid waste ash, or contaminated soil and water from the cleanup of a spill. The quantity of special waste disposed of at the Cullman Environmental Waste Management Center in 2025 was 21,872.40 tons. A summary of the estimated population served, the amount of special waste collected/disposed, the calculated per capita generation rate and the Special Waste disposal site is presented in Table 2-5.

TABLE 2-5

SPECIAL WASTE GENERATION

Service Area	2025 Population	Collection Agency / Disposal Site	Waste Generation Rate		
			TPY	TPD	PCD
City of Cullman, Hanceville, Baileyton, Berlin, Colony, Dodge City, Fairview, Garden City, Good Hope, Holly Pond, South Vinemont West Point/ Unincorporated Areas of Cullman County	92,773	Cullman County Sanitation Department /City of Cullman Sanitation Department/ Cullman Environmental Waste Management Center	21,872.40	59.92	1.29
Cullman County Plan	**92,773**	**Total Estimated Residential Waste**	**21,872.40**	**59.92**	**1.29**

2.5 Overall Municipal Solid Waste Generation

By combining the household and commercial solid waste generation rates, an overall municipal solid waste generation rate can be determined, which in Cullman County would be 6.53 lbs./capita/day. This generation rate is slightly above the national average of 4.9 lbs./capita/day as reported in the previously mentioned EPA "2018 Facts and Figures" document and may be attributed to the growth within Cullman County.

3.0 SOLID WASTE COLLECTION AND TRANSPORTATION

Section 22-27-47(b)(2): *Identify current methods of collection and haulage (transport) of solid waste within the jurisdiction.*

3.1 Municipal Solid Waste (Household and Commercial)

According to the Alabama Department of Environmental Management (ADEM), there are currently Nine (9) Municipal Solid Waste (MSW) landfills in Alabama which are permitted to service the Cullman County area. One of these landfills is located inside Cullman County (see Table 4-1). Therefore, municipal solid waste generated in Cullman County is typically collected by a solid waste authority, or individual waste generators and then transported to the Cullman Environmental Waste Management Center Landfill for disposal.

Table 3-1 presents a summary of the municipal solid waste collection and transportation practices in the County. For each service area, a listing of the solid waste collector, the number of residential and commercial customers, the landfill being used, and the total tons of solid waste being disposed of daily is given. Residential and commercial solid waste is collected in Cullman County by the county's sanitation department in all areas of Cullman County except for the City of Cullman, and in the City of Cullman by the city's sanitation department. All waste collected within the county is transported to the Cullman Environmental Waste Management Center for disposal.

3.1.1 Service Areas

City of Cullman, City of Hanceville, Town of Baileyton, Town of Berlin, Town of Colony, Town of Dodge City, Town of Fairview, Town of Garden City, City of Good Hope, Town of Holly Pond, Town of South Vinemont, Town of West Point, and Unincorporated Areas of Cullman County

TABLE 3-1

Service Area	Solid Waste Collection Agency	Voluntary or Mandatory	Frequency (per week)	Number of Customers		Landfill Used	Tons Per year
				Res	Comm		
City of Cullman, Hanceville, Baileyton, Berlin, Colony, Dodge City, Fairview, Garden City, Good Hope, Holly Pond, South Vinemont West Point/ Unincorporated Areas of Cullman County	Cullman County Sanitation Department/City of Cullman Sanitation Department	V	1	35,347	2,057	Cullman Environmental Waste Management Center	110,603.28
Total				**35,347**	**2,057**		**110,603.28**

3.2 Construction/Demolition Solid Waste

The Cullman Environmental Waste Management Center Landfill is used for the disposal of C/D waste in Cullman County. This facility reported 35,592.49 tons of C/D waste for year 2025.

3.3 Industrial Solid Waste

The Cullman Environmental Waste Management Center Landfill is used for the disposal of industrial waste in Cullman County. This facility reported 63,747.14 tons of Industrial waste for year 2025.

3.4 Special Waste

The Cullman Environmental Waste Management Center Landfill is used for the disposal of special waste in Cullman County. This facility reported 21,872.40 tons of Industrial waste for year 2025.

4.0 SOLID WASTE FACILITIES

Section 22-27-47(b)(3): *Identify and describe the facilities where solid waste is currently being disposed or processed and the remaining available permitted capacity of such facilities and the capacity which could be made available through the reasonable expansion of such facilities. The plan shall also explain the extent to which existing facilities will be used during the life of the plan and shall not substantially impair the use of their remaining capacity.*

4.1 Municipal Solid Waste Landfills

Although there are several Municipal Solid Waste (MSW) landfills in Alabama which could service the Cullman County area, only one of these, the Cullman Environmental Waste Management Center in Cullman, AL is currently being used for the disposal of municipal solid waste generated in the areas governed by the county plan. Cullman County reserves the option to utilize any MSW Landfill approved to accept waste from within the jurisdiction should the need to utilize alternate disposal facilities arise in the future.

4.1.1 Cullman Environmental Waste Management Center (Permit 22-03)

The Cullman Environmental Waste Management Center located in Cullman, AL and is operated privately by The Solid Waste Disposal Authority of the City & County of Cullman Alabama. The Facility consists of approximately 226 acres and 54.94 acres dedicated for municipal solid waste. The facility accepts nonhazardous solid wastes, noninfectious putrescible and non-putrescible wastes including but not limited to household garbage, industrial waste, construction and demolition debris, commercial waste, appliances, tires, trees, limbs, stumps, sludge, paper, and other similar type materials. Special waste approved by ADEM may also be accepted. Maximum average daily volume is 400 TPD. The Solid Waste Disposal Authority of the City & County of Cullman Alabama is currently expanding the disposal capacity of the landfill and future capacity expansion is a possibility at the site providing a remaining life expectancy of the facility to be well beyond the term of this SWMP.

4.2 Construction and Demolition (C/D) Landfills

There are several Construction/Demolition (C/D) landfills in Alabama which are permitted to service the Cullman County area. Although the Cullman Environmental Waste Management Center is a MSW

landfill, it is also being used for the disposal of C/D waste generated within Cullman County. Based on survey responses, only three of these C/D landfills are used by Cullman County: the Cullman Environmental Waste Management Center, the Arab C/D Landfill & the Hyche Landfill.

4.2.1 Cullman Environmental Waste Management Center (Permit 22-03)

The Cullman Environmental Waste Management Center is located Cullman, AL and is operated by the Solid Waste Disposal Authority of the City & County of Cullman Alabama. The facility is consists of approximately 226 acres and 5.7 acres dedicated for Construction & Demolition waste. The facility accepts construction and demolition waste, tires, trees, limbs, and stumps. Maximum daily average volume is 400 TPD. The Solid Waste Disposal Authority of the City & County of Cullman Alabama is currently expanding the disposal capacity of the landfill and future capacity expansion is a possibility at the site providing a remaining life expectancy of the facility to be well beyond the term of this SWMP.

4.2.2 Arab C/D Landfill (Permit No. 48-03)

The Arab C/D Landfill is located in Marshall County Alabama and is operated by City of Arab. The facility is approximately 88 acres with three disposal areas (4 acres in the North Central portion, 12 acres in the central portion and 20 acres in the Southeast portion) designated for C/D waste. It is permitted to receive non-putrescible and nonhazardous construction and demolition waste, and rubbish. Maximum average daily volume is 500 cubic yards per day. This facility is estimated to have remaining life greater than the term of this SWMP.

4.2.3 Hyche Landfill (Permit No. 67-06)

The Hyche Landfill is located in Winston County Alabama and is operated privately. The facility consists of approximately 42 acres with 25 acres approved for disposal operations. It is permitted to received non-putrescible and non-hazardous construction and demolition waste and rubbish, debris from the mobile home industry, and discarded tires. Maximum average daily volume is 200 tons per day.

4.3 INDUSTRIAL LANDFILL

There is one (1) industrial landfill permitted to serve the Cullman County area (see Table 4-2). No survey information was returned from this landfill. The Cullman Environmental Waste Management Center serves as the primary disposal facility for industrial waste generated within Cullman County.

4.4 Solid Waste Transfer Stations

There are currently no solid waste transfer stations located in Cullman County. The option to approve the construction of a transfer station in the jurisdiction shall remain a valid solid waste management option available to the County in the future throughout the planning period of this SWMP.

4.5 Incinerators

There are currently no solid waste incinerators located in Cullman County. The option to approve the construction of an incinerator in the jurisdiction shall remain a valid solid waste management option available to the County in the future.

4.6 Composting Facilities

There are currently no composting facilities located in Cullman County. The option to approve the construction of a composting facility in the jurisdiction shall remain a valid solid waste management option available to the County in the future throughout the planning period of this SWMP.

4.7 Recycling Centers Within Cullman County.

There are currently no recycling facilities (i.e., Materials Recovery Facility or Recovered Materials Processing Facility) located in Cullman County. The option to approve the construction of a recycling center station in the jurisdiction shall remain a valid solid waste management option available to the County in the future throughout the planning period of this SWMP.

TABLE 4-1

Municipal Solid Waste Landfills Serving Cullman County

Permit No.	Location	Landfill Name	Service Area	Permit Exp.	Permit Cap.
10-02	Cherokee Co.	Three Corners Regional Landfill	Blount, Calhoun, Cherokee, Clay, Cleburne, Cullman, DeKalb, Etowah, Jackson, Jefferson, Lauderdale, Lawrence, Limestone, Madison, Marshall, Morgan, Randolph, St. Clair, Shelby, Talladega, Tuscaloosa, Walker, and Winston counties in the State of Alabama	*6/4/24	1,500 TPD
12-01	Choctaw Co.	Choctaw Regional Landfill	All counties in all states East of the Mississippi River plus the states of Texas and Louisiana	1/12/30	10,000 TPD
16-10	Coffee Co.	Coffee County Sanitary Landfill	States of Alabama, Florida, and Georgia	3/27/32	1,200 TPD
22-03	Cullman Co.	Cullman Environmental Waste Management Center	Cullman County, Alabama	06/30/30	400 TPD
37-48	Jefferson Co.	Big Sky Environmental, LLC	48 Contiguous United States	02/09/35	25,000 TPD
52-03	Morgan Co.	City of Decatur-Morgan County Sanitary Landfill	Blount, Colbert, Cullman, Franklin, Jackson, Lauderdale, Lawrence, Limestone, Madison, Marion, Marshall, Morgan, Walker and Winston Counties In Alabama; Giles, Lawrence, Lincoln, Marshall, and Wayne Counties in Tennessee	09/26/34	1500 TPD
55-07	Pike Co.	Brundidge Landfill	State of Louisiana and all states east of the Mississippi River	*08/16/22	7,500 TPD
58-05	St. Clair Co.	Star Ridge Landfill	The State of Alabama	*04/15/23	1,500 TPD
62-11	Tallapoosa Co.	Stone's Throw Landfill	All Counties in the State of Alabama and Harris, Muscogee, and Troup counties in the State of Georgia	05/08/35	1,500 TPD
63-01	Tuscaloosa Co.	Black Warrior Solid Waste Disposal Facility	State of Alabama	10/06/32	1,500 TPD

Landfill Data from ADEM Website *Permit renewal in progress.

TABLE 4-2

Industrial Landfill Serving Cullman County

Permit No.	Location	Landfill Name	Alabama Service Area	Permit Exp.	Permit Cap.
30-04	Franklin County	Franklin County Land Management, Inc. Landfill	State of Alabama	06/10/30	250 TPD

Landfill Data from ADEM Website.

TABLE 4-3

Construction / Demolition Landfills Serving Cullman County

Permit No.	Location	Landfill Name	Alabama Service Area	Permit Exp.	Permit Cap.
05-07	Blount Co.	B & B Tire Landfill	State of Alabama	7/27/33	500 TPD
05-08	Blount Co.	WCA of Alabama, LLC Blount Landfill	State of Alabama	06/12/34	500 TPD
09-02	Chambers Co.	Chambers County Landfill	States of Alabama and Georgia	09/26/34	2,500 TPD
20-09	Covington Co.	IMMAC Power Solutions Inc. Landfill	State of Alabama	12/19/29	200 TPD
20-10	Covington Co.	Ashberry C/ D Landfill and Tire Recycling Facility	State of Alabama	*09/24/24	2,000 CYD
23-07	Dale Co.	Rose Hill LF	State of Alabama	07/30/23	400 TPD
37-34	Jefferson Co.	Think Pink, Inc. Coalburg Road Landfill	State of Alabama	06/29/32	300 TPD

37-45	Jefferson Co.	Fultondale Waste Complex	The State of Alabama	12/08/29	5,000 TPD
48-03	Marshall Co.	Arab C/D Landfill	City of Arab and Blount, Cullman, Marshall, Madison and Morgan Counties in Alabama	09/03/2030	500 CY
67-06	Winston Co.	Hyche Landfill	Colbert, Cullman, Franklin, Lawrence, Marion, Morgan, Walker and Winston Counties in Alabama.	*09/01/2020	355 TPD
67-13	Winston Co.	Pace Industries, Inc. Lynn Landfill	State of Alabama	07/24/34	750 TPD

Landfill Data from ADEM Website *Permit renewal in progress.

5.0 RECYCLING

Section 22-27-47(b)(4): *Provide a description of current or planned recycling programs and an analysis of their impact on waste generated within the jurisdiction. Particularly regarding recycling, the plan shall describe and evaluate:*

a. *Potential benefits of recycling including the potential solid waste reduction and the avoided cost of municipal waste processing or disposal.*

b. *Existing materials recovery operations and the kind and weight or volume of materials recycled by the operations, whether public or private.*

c. *The compatibility of recycling with other waste processing or disposal methods used in the jurisdiction including methods of collecting recyclables.*

d. *Options for cooperation or agreement with other jurisdictions for the collection, processing and sale of recyclable materials.*

5.1 General

Waste minimization and recycling efforts, which ultimately decrease the amount of solid waste deposited into landfills, are important aspects of solid waste management. In areas with adequate recyclable markets, typical recyclable materials include:

- Plastics – plastic containers (type 1 or type 2 milk, soap, juice, water, etc.), grocery sacks (type 2 or 4); and other plastics (toys, plastic hangers, baskets, etc.)
- Glass – unbroken glass containers, bottle glass
- Metals – ferrous (steel and tin food containers, scrap metal); non-ferrous (aluminum, brass, copper)

- Paper – white office paper, corrugated cardboard, newspapers, phone books, mixed paper (dry magazines and packing, junk mail)
- White Goods –large household appliances (washing machines, refrigerators, heat pumps, air conditioners)
- Batteries – dry cell, rechargeable, automotive, button, lead-acid
- Motor oil
- Tires
- Computers, printers, cartridges, and computer accessories
- Building Materials
- Cell Phones
- Polystyrene Packing Material ("Peanuts")

5.2 Benefits of Recycling

The benefits of recycling efforts include:

- Reduces the amount of solid waste that is being handled and processed by solid waste collectors.
- Reduces the amount of waste that requires disposal; therefore, reserving valuable landfill space for those materials that must be disposed of in landfills.
- Reduces the amount of materials such as white goods, tires and motor oil that may otherwise end up in the environment, groundwater, or waterways.
- Reduces energy use and associated pollution and greenhouse gas emissions.
- Saves valuable resources such as raw materials and natural resources which are used in the production of materials that could be recycled.
- Reduces overall cost for municipal waste processing and disposal.
- Provides business and job opportunities.

5.3 Current Recycling Programs

By offering these services, valuable landfill space and natural resources that are used in the production of these materials are saved. The method of collecting recyclables and its compatibility with other waste processing or disposal methods is described below.

5.3.1 Municipal Recycling Program

The City of Cullman offers residential single stream curbside and commercial recycling. There is one pick-up per week, and materials accepted include newsprint, magazines, cardboard, aluminum and steel cans, and type 1 and 2 plastic bottles. A specific recycling collection truck is used for this route.

Residential recyclable materials are then delivered to a processor while carboard is baled and hauled to plant. The city incurs costs associated with this effort and reported a cost of $150,000 to collect the material. Revenue generated through recycling is detailed below.

Cullman County Recycling Summary Period of 2025		
Materials Recycled	Volume (tons)	Revenue ($)
Waste Oil	-	-
Cardboard	32.28	2905.30
Mixed Paper	-	-
Aluminum Cans	0.5	45.00
Tin Cans	0.33	29.70
Total	33.11	2980

CARDBOARD RECYCLING: Residents can recycle cardboard boxes and other cardboard items at the City of Cullman Sanitation Department's drop-off recycling center, located at 925 Convent Road, between the hours of 7 a.m. and 1:45 p.m. Monday through Friday. (Only cardboard items can be accepted at this facility.)

Recycle bins are also available for residential customers: One per household residence. Recycle bins are not available for apartment complexes or commercial businesses. Recycle bins are picked up weekly and must be at the curb by 5:00 a.m.

THESE ITEMS ARE ACCEPTED:

- Paper (junk mail, magazines, office paper, newspaper, cardboard)
- Metal (aluminum cans, steel cans, tin cans)
- Plastic #1 (soft drink bottles, water bottles, mouthwash bottles, plastic jars)
- Plastic #2 (laundry detergent, milk jugs, shampoo bottles, cleaning supply bottles)

5.3.2 Private Industry Programs

There was no survey data returned for private industry recycling programs. While it is believed that private industry is likely engaged in the recycling of various materials, no volume data was reported.

5.4 Planned Recycling Programs

There are currently no planned changes or additions to recycling within Cullman County. The decision to expand an existing program or begin a new one shall remain a valid solid waste management option available to the County in the future throughout the planning period of this SWMP.

5.5 Joint Ventures for Recycling

Currently, there are no recycling joint ventures between Cullman County and any other private operator, unit of government, or non-profit organization for the collection, processing or sale of recyclable materials.

5.6 Impact of Recycling on Waste Generated

Current recycling programs conserve valuable landfill space. Waste management costs (collection, transportation, processing and disposal) also may be reduced by recycling materials.

If the County is able to expand its recycling program capacity through a grant from ADEM, then significantly more materials may be removed from the solid waste stream.

5.7 Composting

Currently, there are no other composting operations in Cullman County. The option to approve the construction of a composting facility in the jurisdiction shall remain a valid solid waste management option available to the County in the future throughout the planning period of this SWMP.

6.0 RCRA SUBTITLE D REQUIREMENTS

Section 22-27-47(b)(5): *Address the requirements proposed under Subtitle D of the federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 as amended and identify and explain those actions the jurisdiction should take to assure proper management of its wastes under these requirements.*

6.1 RCRA Subtitle D Requirements

The Resource Conservation and Recovery Act (RCRA), an amendment to the Solid Waste Disposal Act, is the principal federal law in the United States governing the disposal of solid waste and hazardous waste. RCRA was enacted in 1976 to:

- Protect human health and the environment from the potential hazards of waste disposal;
- Conserve energy and natural resources;
- Reduce the amount of waste generated; and
- Ensure that wastes are managed in an environmentally sound manner.

Enacted in 1991, the Subtitle D amendment to RCRA deals with nonhazardous solid waste management and designates the state and local governments as the primary planning, permitting, regulating, implementing, and enforcement agencies for the management and disposal of household and industrial or commercial non-hazardous solid wastes. Minimum nationwide standards have been developed under Subtitle D that include specific requirements for the proper design and operation of MSW landfills and other solid waste disposal facilities. These requirements include location restrictions, facility design (liner, leachate collection, run-off controls, etc.) and operating criteria, groundwater and landfill gas monitoring requirements, corrective action requirements, financial assurance requirements, and closure and post-closure care requirements. Most states (including Alabama) have adopted these criteria into their state solid waste management programs. In addition to the minimum federal criteria, states may also impose requirements that are more stringent than the federal requirements.

6.2 Jurisdictional Actions to Assure Proper Management of Solid Wastes

Each area governed by the Cullman County SWMP shall follow local, State and federal regulatory guidelines that pertain to solid waste management. All municipal solid waste is being disposed of in an MSW landfill that has been designed in accordance with Subtitle D regulations.

Compliance with these regulations is assured through State-issued permits and periodic inspections. These facilities also adhere to the operating criteria, groundwater and landfill gas monitoring

requirements, corrective action requirements, financial assurance requirements, and closure/post-closure care requirements of Subtitle D.

7.0 UNAUTHORIZED DUMPS

Section 22-27-47(b)(6): *Propose procedures for the identification and elimination of unauthorized dumps in the jurisdiction.*

7.1 Procedures for Identifying Unauthorized Dumps

Unauthorized dumps are typically reported by citizens, Cullman County employees, or law enforcement officials. The County actively investigates unauthorized dump sites and prosecutes illegal dumpers in accordance with Alabama's Criminal Littering statute, 13A-7-29. This law provides for a "rebuttable presumption" of guilt for those whose names appear in the garbage on some official document, such as a utility bill or tax record. Suspects are interviewed to allow them an opportunity to explain why their name was in the refuse prior to charges being filed. Suspects are also encouraged to clean up their site in return for non-prosecution or the recommendation of a lighter sentence from the judge.

7.2 Procedures for the Elimination of Unauthorized Dumps

When the individuals responsible for illegal dumping can be identified, they are warned in writing against further dumping and directed to clean-up their portion of the dump. Where no individual can be identified, the landowner is notified of the problem and requested to clean-up the dump.

The State, county and municipalities currently have anti-dumping/littering laws prohibiting littering and illegal dumping. These are being enforced by the Alabama Department of Public Health and ADEM, but prosecution can be difficult without the perpetrator being caught in the act.

The Cullman County Commission or its designated authority could place "No Dumping" signs at any areas being used for illegal dumping and monitor the sites often.

Qualifying unauthorized dump sites can also utilize ADEM's Solid Waste Fund (SWF) Site Remediation Program to clean up and properly dispose of illegally dumped material.

8.0 SOLID WASTE GENERATION PROJECTIONS

Section 22-27-47(b)(7): *Describe and explain the general origin and weight or volume of solid waste reasonably expected to be generated within the jurisdiction annually during the next 10 years. The assessment shall describe the primary variables affecting this estimate and the extent to which they*

can reasonably be expected to affect the estimate.

8.1 General

Population estimates, together with the per capita solid waste generation rate, can be used to determine future solid waste quantities. However, the trend in the per capita generation rate is unclear. Municipal solid waste generation rates increased steadily from the 1960s to the late 1990s, essentially leveled off between 1999 and 2000, and then decreased slightly between 2000 and 2001. Source reduction, increased recycling participation and the economy have contributed to this recent decline in generation rates. According to the EPA document, The Decision Makers' Guide to Solid Waste Management, Vol. II, when estimating future solid waste generation quantities, "unless there is information to the contrary, it is best to assume no change in the generation rate and to develop future projections based on population projections alone" (2). Based on this statement, the per capita solid waste generation rate factors calculated in Table 8-1 will be used to calculate the projected solid waste quantities for the period of this SWMP Update.

In order to project future municipal solid waste quantities, the population trends of the area must also be analyzed. An accurate prediction of the increase/decrease in population, in conjunction with future population density and land use, is essential for planning long-term solid waste management. For the purposes of this SWMP, the population estimates in Cullman County will be determined for the years 2025 through 2036, hence correlating with the ten-year planning period of this update. Using 2000 U.S. Census Bureau data, the Center for Business and Economic Research (CBER) data, and statistical methodology, an estimated population for each year of the planning period will be determined.

The waste generation rates are summarized in Table 8-1.

TABLE 8-1

WASTE GENERATION RATES

Type of Waste	2025 Waste Totals (TPY)	Estimated 2025 Population	2025 Waste Generation Rate (PCD)
Residential	64,840.28	92,773	3.83
Commercial	45,763.00		2.70
Construction/Demolition	35,592.49		2.10
Industrial	63,747.14		3.77

Special	21,872.40		1.29

TPY = Tons Per Year, PCD = Pounds Per Capita Per Day

8.2 Population Estimates and Waste Generation Projections

For the period 2025 to 2036, CBER estimates that the population in Cullman County will increase at an overall rate of 7.03 % for the period 2025 to 2030 and will continue to increase at an overall rate of 3.92% for the period 2030 to 2040. For each ten-year period, these trends can be applied to the base population, which results in an estimated Cullman County population of 92,773 in 2025. The CBER-derived population changes are presented in Table 8-2.

TABLE 8-2

CBER POPULATION CHANGES

Population Changes	Est. Change, 2010 to 2020	Est. Change, 2020 to 2030	Est. Change, 2030 to 2040
Cullman County (CBER)%	9.28%	7.03%	3.92%

Note: The values shown above are rounded to the nearest hundredth. The actual values used in the calculations are more precise.

As shown above, CBER estimates that the population of Cullman County will increase an average of 0.928% per year between 2010 and 2020, an average increase per year of 0.703% between 2020 and 2030, and 0.392% for each year between 2030 and 2040 (Note: these figures have been adjusted to account for a per year change over the ten-year period). Applying these percentages to the Cullman County population, results in the projected populations shown in Table 8-3. As noted above, the percentages given here have been rounded; the actual values used in the calculations for Table 8-3 are more precise.

8.3 Estimated Weight or Volume of Solid Waste Generated Annually

The current per capita solid waste generation rates calculated in Chapter 2 are used in conjunction with the estimated change in municipal populations from Table 8-2 to calculate projected Municipal,

C&D, Industrial and Special Waste quantities for the planning period of this SWMP. These estimates are shown in Table 8-3.

It should be noted that population data is generally not a reliable measure of future commercial and industrial solid waste generation rates, since population growth or decline is not a direct measure of growth and decline in the business sector. However, since there are no long-range economic projections available from the Regional Planning Commission, this is the only method available for estimating future commercial and industrial solid waste generation. Additionally, businesses and industries continually investigate techniques and technology to reuse and recycle waste products which are generated by their core processes.

TABLE 8-3

FUTURE WASTE GENERATION ESTIMATES

Year	Estimated Population – Cullman County	MSW Projections (TPY)	C/D Projections (TPY)	Industrial Projections (TPY)	Special Waste Projections (TPY)
2025	92,773.00	110,603.28	35,592.49	63,747.14	21,872.40
2026	93,425.19	111,380.82	35,842.71	64,195.28	22,026.16
2027	94,081.97	112,163.83	36,094.68	64,646.58	22,181.01
2028	94,743.37	112,952.34	36,348.43	65,101.04	22,336.94
2029	95,409.42	113,746.39	36,603.95	65,558.70	22,493.97
2030	96,080.14	114,546.03	36,861.28	66,019.58	22,652.10
2031	96,456.78	114,995.05	37,005.78	66,278.38	22,740.90
2032	96,834.89	115,445.83	37,150.84	66,538.19	22,830.04
2033	97,214.48	115,898.38	37,296.47	66,799.02	22,919.53
2034	97,595.56	116,352.70	37,442.67	67,060.87	23,009.38
2035	97,978.14	116,808.81	37,589.45	67,323.75	23,099.58
2036	98,362.21	117,266.70	37,736.80	67,587.66	23,190.13

Waste Generation Estimates are based on the 2025 waste generation rates given in Table 8-1 and future population estimates.

8.4 Variables That May Affect Waste Generation Estimates

Several variables exist that may affect the future solid waste quantities predicted in Section 8.3. These variables are more fully described below.

8.4.1 Population Trends

As previously mentioned, only countywide growth rates are available to project future population estimates in Alabama municipalities. It is reasonable to assume that Cullman County populations may not track exactly with the countywide growth rates throughout the entire planning period of this SWMP. Changes may also occur throughout the next ten years that cause the actual population change to vary from that predicted by CBER. These occurrences would affect the future waste generation amounts proportionally to the population differences.

8.4.2 Municipal Solid Waste Variables

The calculated household and commercial per capita solid waste generation rate factors were used to calculate the projected municipal solid waste amounts for the planning period of this SWMP. One assumption affecting these estimates is that the per capita waste generation rate remains constant over the planning period. Greater economic growth with concurrent job and income growth would likely result in more waste being generated through increased consumer spending. Conversely, if recycling programs are initiated and/or become more effective in diverting waste from disposal, then the amount of solid waste disposal would decrease.

8.4.3 Construction/Demolition Waste Variables

Construction/Demolition (C/D) waste quantities are primarily driven by the economy and weather. Fluctuations in the economy, especially in residential housing and commercial office construction, have a large effect on C/D waste generation. A growing economy almost always results in additional demand for residential and commercial buildings. This activity would result in an increase in the amount of C/D waste generated in the future.

Additionally, severe weather can cause considerable damage to trees and buildings, especially in disaster areas, resulting in a short-term increase in C/D waste generation for disposal. Cleanup following storms typically lasts for one to two months, but can last for several months, or even years, in severe cases. Natural disaster generated waste is very hard to predict or quantify and could have a significant effect on future C/D waste generation.

8.4.4 Industrial Waste Generation Variables

Estimates of future industrial waste quantities based on current generation rates and population projections are highly speculative. As in municipal waste generation, greater economic growth with concurrent job and income growth could result in more industrial waste being generated through increased need for consumer goods. Additionally, since many

industries continually investigate techniques and technologies to reuse and recycle waste products generated by their core processes, future industrial waste generation amounts could vary significantly from those estimated in this report.

8.4.5 Special Waste

Since the amount of special waste that would be disposed of in an MSW landfill are highly variable from year to year but tend to be small in volume relative to overall MSW disposal volumes, changes in future amounts of special waste are not expected to significantly affect the total amounts of solid waste generated in the Cullman County in the future.

9.0 DEVELOPMENT OR EXPANSION OF SOLID WASTE MANAGEMENT SYSTEMS

Section 22-27-47(b)(8): *Provide for the development or expansion of solid waste management systems in a manner that is consistent with the needs of the area, taking into account planning, zoning, population and development estimates, and economics of the jurisdiction and the protection of air, water, land and other natural resources.*

9.1 General

Proper solid waste management requires an integrated approach to addressing the needs of the jurisdiction while being protective of human health and the environment. The following issues should be addressed when considering the development or expansion of solid waste management systems.

9.1.1 Solid Waste Disposal Needs of the Area

The current or projected solid waste disposal need for the County can be reasonably assessed by evaluating the remaining disposal capacity for those landfills currently serving Cullman County. As shown in Chapter 4, there appears to be adequate solid waste disposal capacity available to the jurisdiction throughout the planning period of this SWMP. Even though there currently appears to be adequate solid waste disposal capacity available to Cullman County, a jurisdiction may decide it would be advantageous to site a new landfill in Cullman County due to collection, transportation and/or disposal costs, changes in the items discussed below, or other unforeseen issues. Therefore, the option to site a future landfill (either MSW, Industrial or C/D) or solid waste processing facility, recycling facility, or other similar facility shall remain available to the jurisdiction throughout the planning period of this SWMP.

9.1.2 Planning and Zoning Considerations

Planning and Zoning is the principal means for the county to guide its future growth and achieve a logical pattern of land use and development for the county. Some of the generally accepted, specific objectives of Planning and Zoning are:

- To conserve the taxable value of land and buildings.
- To prevent overcrowding of land and buildings.
- To control pollution, noise, dust, smoke, vibration, odor, flashes of light or danger of explosion.
- To lessen or avoid congestion in the public streets.
- To promote the public health, safety, comfort, morals, and general welfare of the public and the community.

The Planning and Zoning Department typically ensures that all new development meets specific guidelines and requirements related to the adequacy of roads, parking, traffic flow, setbacks, drainage, utilities, etc. Any proposed solid waste transfer stations, disposal facilities or processing facilities shall also be located in areas that are appropriately zoned for each type of facility.

9.1.3 Local Economics and Population/Development Estimates

Future population estimates, as presented in the previous Section, indicate that the population of the areas governed by the Cullman County SWMP is expected to increase over the next ten-year period. With changes expected in both the population and in development, there is expected to be moderate changes in the amount of municipal solid waste generated within the areas governed by the SWMP over the period of this Update.

9.1.4 Protection of Air, Water and Natural Resources

State and federal Regulations regarding the sitting, design, construction and operation of solid waste processing and disposal facilities are in place to protect air, water and natural resources. These Regulations which safeguard against health, safety and environmental concerns address:

- Buffer zones
- Minimum separation from groundwater

- Storm water run-on/run-off
- Liners, if applicable
- Leachate collection systems, if applicable
- Gas monitoring systems, if applicable
- Daily or weekly cover of solid waste

In regard to landfills, the use of properly installed cover material greatly reduces landfill odors and windblown debris. In addition, groundwater is less likely to become contaminated due to the installation of clay liners, geotextile fabric and leachate collection systems. Creeks, streams and other environmentally sensitive areas are protected from excessive stormwater runoff through the use of detention or retention ponds. By following ADEM and EPA guidelines, safeguards against health, safety, and environmental concerns can be achieved while protecting air, water, land and other natural resources.

9.2 Considering Host Government Approval for Proposed New or Expanded Solid Waste Facilities

The Cullman County Commission shall consider approval of proposed solid waste facilities in unincorporated Cullman County. A municipal government which is subject to and governed by the County's SWMP may consider and grant local approval of solid waste management facilities and services within their municipal limits only. If the municipality does grant local approval of solid waste management facilities or services, then the applying entity is not required to also obtain local approval from the Cullman County Commission. If requested, proposed facilities to be located within a municipality's jurisdiction will only be considered by the County Commission after the Commission is petitioned by the municipality to consider approving said facility/site and an appropriate review fee is negotiated.

Appendix A contains the application that must be submitted by a proposed solid waste facility when requesting host government approval. An Application Fee equal to 20 percent of the application or permit fee required by ADEM will be required to be submitted with the application (unless waived by the host government) and the entity proposing the solid waste facility shall supply the information requested in the application. It is important to note that neither the County nor its municipalities will be reviewing the application for technical compliance with Subtitle D requirements. This level of technical review is reserved for ADEM. Instead, the host government shall provide a review by whatever method it deems necessary to assure the proper management of solid wastes generated within its jurisdiction.

10.0 JOINT USE OF SOLID WASTE FACILITIES

Section 22-27-47(b)(9): *Identify any current agreements between the jurisdiction and other units of local government or public authorities for the joint use of solid waste processing or disposal facilities and evaluate the need for and feasibility of entering joint agreements in the future.*

10.1 Current Agreements

There are currently no agreements between Cullman County and another entity for the joint use of a solid waste management facility.

10.2 Evaluation of Need for Future Joint Agreements

The decision to enter into a joint agreement with other entities shall remain an option for the Cullman County during the planning period of this SWMP.

11.0 PRIVATE COLLECTION, PROCESSING AND/OR DISPOSAL CONTRACTS

Section 22-27-47(b)(10): *Identify any current contractual agreements with private entities for the collection, processing or disposal of solid waste and evaluate the need for and feasibility of entering into such agreements in the future.*

11.1 Contracts with Private Solid Waste Contractors

The Cullman County does not currently have contracts with private contractors for the collection and processing of solid waste. As described above, the County currently utilizes the Cullman Environmental Waste Management Center Landfill for MSW disposal. The decision to utilize an alternate disposal facility approved to accept waste from the Cullman County shall remain a viable option over the duration of this planning period.

11.2 Evaluation of Need for Future Joint Agreements

There may be a future need for countywide collection services in the future. This may be negotiated with the County Commission for all or some areas of the County.

The County reserves the right to enter into any solid waste management contract for any solid waste service that provides cost-effective and quality solid waste management services to the citizens of Cullman County.

12.0 SITING FOR SOLID WASTE PROCESSING OR DISPOSAL FACILITIES AND RECYCLING PROGRAMS

Section 22-27-47(b)(11): *Identify the general location within a county where solid waste processing or disposal facilities and recycling programs may be located, and identify the site of each facility if a site has already been chosen. In identifying general locations for facilities in the plan, each jurisdiction shall consider at least the following:*

a. *The jurisdiction's solid waste management needs as identified in its plan;*

b. *The relationship of the proposed location or locations to planned or existing development, to major transportation arteries and to existing state primary and secondary roads.*

c. *The relationship of the proposed location or locations to existing industries in the jurisdiction or state that generate large volumes of solid waste and to the areas projected by the state or local regional planning and development commission for development of industries that will generate solid waste;*

d. *The costs and availability of public services, facilities and improvements which would be required to support a facility in this location and protect public health, safety and the environment;*

e. *The potential impact a facility in the proposed location or locations would have on public health and safety, and the potential that such locations can be utilized in a manner so as to minimize the impact on public health and safety; and*

f. *The social and economic impacts that a facility at the proposed location would have on the affected community, including changes in property values, community perception and other costs.*

12.1 General

When siting solid waste processing, disposal or recycling facilities, a balance must be struck between the need for environmentally sound waste disposal capacity and recycling capability, and the concerns of local citizens and municipalities. Siting factors to consider include public health and safety, accessibility, drainage, soils, proximity to groundwater and surface water, potential for surface subsidence (underground mining or karst topography), hauling distance and adjacent land

use. According to EPA guidelines and regulations, the following considerations should also be key factors in locating these types of facilities:

- A solid waste processing/disposal facility or recycling center must be consistent with the overall land-use planning in the area (zoning).
- The site must be accessible from major roadways or thoroughfares.
- The site should be in close proximity to existing or proposed major generators of solid waste or recyclable materials.
- If earthen cover material is required, the site should have an adequate quantity of cover material that is easily handled and compacted.
- The site should be in close proximity to utility tie-ins.
- The site should be in reasonable proximity to police, fire, medical and emergency response services.
- The site must be chosen with regard for the sensitivities of the community's residents, including the social and economic impacts of the proposed facility.
- The site must be located in an area where the facility's operation will not detrimentally affect environmentally sensitive resources.
- The site must consider regulations regarding proximity to airports, floodplains, wetlands, fault areas, seismic zones, and unstable areas, if applicable.
- The solid waste processing/disposal site should be large enough to accommodate the community's wastes for a reasonable time (10 to 30 years is recommended).
- The site chosen should be able to satisfy budgetary constraints, including site development and long-term operation. If applicable, closure, post-closure care, and possible remediation costs should also be considered.
- Consideration should also be given to the consistency of a proposed facility with the County's solid waste needs as identified in the SWMP and in the Regional Planning Council's Needs Assessment, if available.

12.1.1 Specific Requirements and Considerations

In the consideration of future facilities, the jurisdiction shall consider the following specific items. The jurisdiction shall determine if these items have been addressed in a logical and complete manner.

1. **The consistency of the proposal with the jurisdiction's solid waste management needs as identified in its SWMP.** In considering future facilities, the SWMP should be reviewed to determine if the proposed facility fills a need as described in the Plan, or fills a need not existing at the time of the Plan's preparation. These considerations should be evaluated by the jurisdiction early in the process.

2. **The relationship of the proposal to local planned or existing development, to major transportation arteries and to existing state primary and secondary roads.** The proximity of a proposed solid waste project to existing or planned major transportation routes is crucial. All solid waste facilities are dependent upon good roads to facilitate access to and from.

   Additionally, the type of facility dictates the required proximity. Transfer stations should be located near major arteries as the haul trucks operate best on highways. Recycling centers should be located for ease of access by the public, bearing in mind that material haul trucks need access as well. Landfills are best located in rural or industrial areas, hidden from view of the general public, yet not too far from major arteries and primary state roads so haul and collection trucks can have adequate access.

3. **The location of a proposed facility in relationship to existing industries in the state that generate large volumes of solid waste, or the relationship to the areas projected for development of industries that will generate solid waste.** Ideally, a facility intended to service an industry should be located as close as possible to the industry. This is sensible from a cost standpoint, but it also minimizes the impact on the community and public health and safety. Absent that, it should be located near major arteries or primary state roads in an appropriate area of the jurisdiction (see Item 2. above).

4. **Costs and availability of public services, facilities and improvements required to support a proposed facility and protect public health, safety, and the environment.** A solid waste facility or recycling facility will require certain public services as a minimum. Water service is vital for fire protection, sanitation, and housekeeping. Water service can be public water system extensions or on-site wells. Sewage treatment facilities close at hand is convenient for leachate and wash down water treatment as well as sanitation treatment. If these are not close by, then liquid wastes will need to be captured and hauled to the facilities or sewer extensions constructed. Alternatively, on-site treatment can be considered.

5. **The potential impact of a proposed facility on public health and safety, and provisions made to minimize the impact on public health and safety.** The proposed facility plan should address transportation safety by evaluating existing roads and traffic controls with proposed upgrades; wastewater, leachate and washdown water capture, transport and treatment must be addressed; stormwater and erosion control systems must be adequately designed and detailed to protect surface and groundwater resources; and adequate safeguards to prevent contamination of air and water resources, nuisance odors, and aesthetic eyesores must be considered. Finally, provisions to minimize or prevent the public from coming in contact with solid waste must be provided (access control).

6. **The social and economic impacts of a proposed facility on the affected community, including changes in property values, and social or community perception.** Social impacts of a proposed solid waste facility or recycling center are considerable. The jurisdiction shall evaluate a proposed project's location, impact on public safety and public facilities, but also shall consider the opinions and concerns of community representatives and the general public. Economic impact positives such as jobs and revenue shall be weighed along with possible negative perceptions.

12.2 Siting for Future Solid Waste Processing or Disposal Facilities

As presented in Section 4, there appears to be adequate solid waste disposal capacity to meet the municipal solid waste needs of the County through 2036. However, if additional solid waste processing/disposal or recycling facilities are to be built in Cullman County, the provisions described above should be considered in the siting process.

12.3 Currently Proposed Solid Waste Processing/Disposal or Recycling Facilities

There are currently no known solid waste processing, disposal or recycling facilities proposed for the areas governed by the Cullman County SWMP. If additional capacity is needed for these types of facilities, the provisions outlined in Section 12 should be considered during the approval process.

13.0 UTILIZING SOLID WASTE FACILITIES OUTSIDE THE JURISDICTION

Section 22-27-47(b)(12): *For any facility expected to serve the jurisdiction's future needs that is located or is proposed to be located outside the jurisdiction, the plan shall explain in detail the reasons for selecting such a facility.*

13.1 Facility Use Outside of Jurisdiction

Currently, most of the solid waste generated within Cullman County is disposed at the Cullman Environmental Waste Management Center, which is located within the jurisdiction of Cullman County. Upcoming facility disposal capacity expansion will most likely result in this continuing to be the primary facility used by Cullman County for the management of solid waste generated within the jurisdiction. Cullman County reserves the option to utilize other disposal facilities approved to accept waste from the jurisdiction.

REFERENCES

(1) Website, Alabama State Legislature: www.legislature.state.al.us/CodeofAlabama/1975/coatoc.htm, Section 22-27-47.

(2) USEPA, August 1995. *Decision Makers' Guide to Solid Waste Management, Volume II.* EPA530-R-95-023, and ADEM Admin. Code r. 335-13-1-.03.

(3) U.S. Census Bureau and Center for Business and Economic Research, The University of Alabama.

(4) USEPA. *Municipal Solid Waste in the United States: 2018 Facts and Figures.* EPA-530-F-11-005.

(5) Website, Alabama Department of Environmental Management (ADEM) Landfill Lists: MSW: www.adem.state.al.us/programs/land/landforms/MSWLFMasterList08-11.pdf C/D and ILF: www.adem.state.al.us/programs/land/landforms/CDILFMasterList08-11.pdf

(6) ADEM Admin. Code r. 335-13-1-.03 Definitions. Revised August 14, 2025.

APPENDIX "A"

Application for Host Government Approval

HOST GOVERNMENT APPLICATION

FOR

PROPOSED SOLID WASTE FACILITY IN Cullman COUNTY

This application is to be filled out and submitted to the host government (County or participating municipality) for consideration of a proposed solid waste facility or the modification of permits for existing facilities (as described in Alabama Code§ 22-27-48). Failure to provide all requested information may result in the application being rejected as incomplete. Time frames will begin only after the participating jurisdiction has determined that the application is complete.

A. Unless waived by the proposed Host Government, an Application Review Fee equal to 20% of ADEM's permit fee for the proposed facility will be required to be submitted with the application. The fee shall be made payable to the proposed Host Government with a written request for host government approval to locate a solid waste facility, or make modifications to the permit of an existing facility (if the modifications require Host Government Approval), within the legal boundaries of the approving jurisdiction. If an application is received for the same facility within 18 months of it being denied or rejected by the local governing body, the Application Review Fee shall be equal to 50% of the ADEM's permit fee.

B. Once an application is determined to be complete, a Public Hearing date will be set. The County Commission or participating jurisdiction will place a legal advertisement in a local newspaper to run at least one time identifying time and date of a Public Hearing. A Public Notice describing the date and time of the Public Hearing shall also be displayed in an area typically used for governmental public notifications (i.e. City Hall or Courthouse hallway).

C. The advertisement is required to run in the newspaper not less than 30 days and not more than 45 days before the Public Hearing.

D. At least two competent representatives of the proposed facility shall be present at the Public Hearing.

E. The Approving Jurisdiction will consider the proposal and will determine whether to approve or disapprove the site based on all information provided including the considerations set forth in Alabama Code§ 22-27-48.

F. The Jurisdiction or County Commission will rule on the completed application within 90 days of its receipt.

G. If any portion of the described review process is found to be in conflict with the requirements of Alabama Code § 22-27-48, or any updated statute, the regulatory requirements shall supersede the requirements of this Plan.

DATE OF APPLICATION SUBMITTAL: _____

1. PROPOSED NAME OF FACILITY: _____

_____

2. APPLICANT:

Name_____

Address_____

_____

Telephone_____

If applicant is a Corporation, list Officers: _____

_____

_____

If applicant is a Partnership, list principals:

_____

_____

Principal Stockholders: _____

_____

3. PROPOSED FACILITY TYPE:

_____MSW LANDFILL

_____C&D LANDFILL

_____INDUSTRIAL LANDFILL

_____PROCESSING FACILITY (Describe)

_____OTHER (Explain)

_____

_____

4. CONTACT PERSON(S): (if different from No. 2)

Name (1)_____(2)_____

Address _____ _____

_____ _____

Telephone _____ _____

5. LANDOWNER: (if different from No. 2)

Attach a copy of the agreement from landowner giving permission to use site for the intended purpose.

Name _____

Address _____

_____

Telephone _____

6. SITE DESCRIPTION:

a. Location: Township_____Range_____

Section_____1/4 Section(s)_____

b. Attach location map with the site clearly identified. Acceptable maps include a USGS 7.5 or 15 minute series, a county highway map published by the State DOT, or approved equivalent.

c. Attach a legal property description and boundary plat of the proposed facility prepared by a land surveyor.

d. Size of disposal facility (actual area to be utilized) _____acres.

e. Total area of property (if different from d.) _____ acres.

7. ADJACENT LANDOWNERS:

a. Submit a list of all adjacent landowners including name and current mailing address.

b. Submit a map identifying the proposed disposal site and all adjacent landowners listed in (a) above. State the source of your information.

8. WASTE DESCRIPTION:

a. Describe and list all waste streams to be accepted at the facility. Be specific (household solid waste, wood boiler ash, foundry sand, discarded tires, dried sludge, limbs and stumps, etc.)

_____

_____

_____

_____

b. What is the estimated maximum daily volume of waste to be received at the facility?

_____(indicate tons/day or yd^3/day)

c. What geographic area or specific industry will waste be accepted from? (be specific)

_____

_____

d. Haulage of waste to the facility will be by whom? _____

_____

_____

e. Describe the principle type of transportation vehicle to be used to transport waste:

_____

_____

_____

f. Approximately_____vehicles per day (max.) will be generated as additional traffic on the main collector road to this solid waste facility.

g. Describe all proposed environmental monitoring systems (i.e. groundwater, explosive gas, leachate collection, liner systems). _____

_____

_____

_____

_____

9. SITING STANDARDS:

a. Is the facility located within the 100-year flood plain?

YES _____ NO _____

Provide a current flood insurance rate map with the site identified.

b. Is the facility located so as to protect surface and groundwater?

YES _____ NO _____

Explain on an attached sheet.

c. Is a discharge to surface water proposed that may require an NPDES Permit?

YES _____ NO _____

Explain on an attached sheet.

d. Is a discharge of dredged material or fill material into waters of the state proposed which may require a permit under Section 404 of the Clean Water Act?

YES _____ NO _____

e. The bottom elevation of solid waste shall be a minimum of five feet above the seasonal high groundwater table or bedrock. The minimum depth to (CIRCLE ONE: Bedrock, groundwater) at this site is _____ feet. (Attach map showing location)

f. Are any sink holes, ponds, springs, swamps, streams, or drainage courses located within the disposal area?

YES _____ NO _____

If YES, explain.

_____

_____

_____

_____

g. Identify any airport runway located within 10,000 feet of the site?

_____

_____

h. How many landfills (or similar type facility) are within a ten (10) mile radius of this proposed facility?

_____

_____

i. Does the entrance to the facility meet current standards for sight distance?

_____

_____

j. Will any stormwater runoff be directed to a road right-of-way? If so, describe.

_____

_____

_____

10. GENERAL:

a. Describe how the property boundaries will be clearly and permanently marked.

_____

_____

b. Describe and/or show your planned progression of fill from beginning operation through closure.

_____

_____

_____

c. The life expectancy of the facility is _____ years.

d. How will indiscriminate dumping be prevented (gates, fencing, etc.)?

_____

_____

e. Describe what equipment will be utilized in the disposal operation.

_____

_____

_____

f. Describe what personnel will be utilized in the disposal operation.

_____

_____

_____

g. The applicant is responsible for compliance with all other requirements identified by applicable statutes and the ADEM Administrative Code.

11. Alabama Code § 22-27-48:

Describe how the proposed facility shall meet each of the criteria set forth in Alabama Code § 22-27-48.

a. The consistency of the proposal with the jurisdiction's solid waste management need as identified in its plan;

b. The relationship of the proposal to local planned or existing development of the absence thereof, to major transportation arteries and to existing state primary and secondary roads;

c. The location of the proposed facility in relationship to existing industries in the state that generate large volumes of solid waste, or the relationship to the areas projected for development of industries that will generate solid waste;

d. Cost and availability of public services, facilities and improvements required to support the proposed facility and protect public health and safety and the environment;

e. The impact of proposed facility on public safety and provisions made to minimize the impact on public health and safety; and

f. The social and economic impacts of the proposed facility on the affected community, including changes in property values, and social or community perception.

CERTIFICATION:

I,_____, certify under penalty of law that this document and all attachments submitted are to the best of my knowledge and belief, true, accurate, and complete.

SIGNATURE _____

(Corporate Officer, Partner, Mayor, Chairman, etc.)

_____

(Printed Name and Title)

APPENDIX "B"

Public Notice and Public Hearing Sign-in Sheet

B-1: Notice of Public Hearing

B-2: Public Hearing Sign-In Sheet

B-1: Notice of Public Hearing

B-2: Public Hearing Sign-In Sheet

APPENDIX "C"

Resolution Adopting the 2026 Solid Waste Management Plan

Resolution Adopting the 2026 Solid Waste Management Plan

APPENDIX "D"

ADEM Approval Letter

(INSERT COPY OF ADEM APPROVAL LETTER UPON RECEIPT)

Exhibit A

Form CO:CAA

Instructions for Preparing Application to Granting Authority for Abatement of Taxes (Form CO: CAA)

Under Chapter 9B of Title 40, *Code of Alabama 1975*

GENERAL INSTRUCTIONS

Chapter 9B, Title 40, *Code of Alabama 1975*, provides for an abatement of all state and local noneducational property taxes, all construction related transaction taxes (sales and use taxes), except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or all mortgage and recording taxes relating to mortgages, deeds, and documents used to issue or secure obligations and convey title into or out of the name of a public authority, county or municipal government.

This form is to be submitted to the granting authority for consideration in granting an abatement of noneducational sales and use taxes, noneducational property taxes, and/or mortgage and recording taxes. **If you have any questions about this form or the abatement of taxes in general, please contact the Alabama Department of Revenue at (334) 242-1175.**

A complete and detailed listing of project costs should be attached to this application in order for the granting authority to make a cost/benefit analysis in accordance with Section 40-9B-6(a).

STATUTORY REQUIREMENTS FOR ABATEMENTS

The following are qualifying business activities under Section 40-9B-3, *Code of Alabama 1975*:

- Industrial or Research Enterprise – Any trade or business in the 2007 North American Industrial Classification System (NAICS), promulgated by the Executive Office of the President of the United States, Office of Management and Budget as: Sectors 31 (except National Industry 311811), 32, 33, 55 (if not for the production of electricity), Subsectors 423, 424, 482, 493, 511, 517, 518, 927, Industry Groups 1133, 2121, 4862, 4882, 4883 (other than 48833) 5121 (other than 51213), 5415, 5417, Industries 22111, 48691, 48699, 48819, 51221, 51913, 52232, 54133, 54134, 54138, 56291, 56292, 92811, National Industries 115111, 221330, 541614, 561422 (in bound call centers only), 562213, and 611512.

- Subsector 493, Industry Number 488310, or 488320 when such trade or business is conducted on premises in which the Alabama State Port Authority has an ownership, leasehold, or other possessory interest and such premises are used as part of the operations of the Alabama State Port Authority. These projects require written approval of the Governor, Finance Director, and the Director of the Alabama State Port Authority.

- Headquarters Facility – Any trade or business in the 2007 North American Industrial Classification System (NAICS), promulgated by the Executive Office of the President of the United States, Office of Management and Budget as National Industry 551114 at which at least 50 new jobs are located.

- Data Processing Center – An establishment, at which at least 20 new jobs are located, engaged in the provision of complete processing and specialized reports from data, the provision of automated data processing and data entry services, the provision of an infrastructure for hosting or data processing services, the provision of specialized hosting activities, the provision of application service provisioning, the provision of general time-share mainframe facilities, or some combination of the foregoing, without regard to whether any other activities are conducted at the establishment.

- Research & Development Facility – An establishment engaged in conducting original investigations undertaken on a systematic basis to gain new knowledge and/or applying research findings or other scientific knowledge to create new or significantly improved products or processes.

- Renewable Energy Facility – Any plant, property, or facility that either:

  1. Produces electricity or natural gas, in whole or in part, from biofuels as such term is defined in Section 2-2-90(c)(2) or from renewable energy resources as such term is defined in Section 40-18-1(30) with the exception that hydropower production shall be excluded from such definition; or

  2. Produces biofuel as such term is defined in Section 2-2-90(c)(2).

- Alternative Energy Resources Electricity Production Project - A project owned by a utility described in Section 37-4-1(7)a, Code of Alabama 1975, or owned by a company which is itself owned by a utility, at which the predominant trade or business activity conducted will be the production of electricity from alternative energy resources (coal gasification or liquefaction, nuclear and/or advanced fossil-based generation), the capital costs of which are not less than $100,000,000.

- Hydropower Electricity Production Project - A project owned by a utility described in Section 37-4-1(7)a, or owned by a company which is itself owned by a utility, at which the predominant trade or business activity conducted will be the production of electricity from hydropower production as defined in Section 40-18-1(16), the capital costs of which are not less than $5,000,000.

- Tourist Destination Attractions – A commercial enterprise which is open to the public not less than 120 days during a calendar year and is designed to attract visitors from inside or outside of the State of Alabama, typically for its inherent cultural value, historical significance, natural or man-made beauty, or entertainment or amusement opportunities. The term shall include, but not be limited to, a cultural or historical site; a botanical garden; a museum; a wildlife park or aquarium open to the public that cares for and displays a collection of animals or fish; an amusement park; a convention hotel and conference center; a water park; or a spectator venue or arena.

- Any of the 11 targeted business sectors under the Accelerate Alabama Strategic Economic Development Plan adopted in January 2012 by the Alabama Economic Development Alliance, created by Executive Order Number 21 of the Governor on July 18, 2011, which include Advanced Manufacturing in Aerospace/Defense, Automotive, Agricultural Products/Food Production, Steel/Metal, Forestry Products and Chemicals, Technology in Biosciences, Information Technology, Enabling Technologies, Distribution/Logistics and Corporate Operations.

LINE BY LINE INSTRUCTIONS

Item 1a. Indicate the type(s) of abatement(s) being requested.

Sales and Use Taxes – Chapter 9B, Title 40, *Code of Alabama 1975*, provides for the abatement of certain noneducational sales and use taxes imposed by Chapter 23 of Title 40, *Code of Alabama 1975*. The abatement applies to the tangible personal property and taxable services incorporated into the project, the cost of which may be added to the capital account with respect to the project. However, only the state and local noneducational sales and use taxes may be abated. No sales and use tax abatement shall extend beyond the date the project is placed in service.

Property Taxes – Chapter 9B, Title 40, *Code of Alabama 1975*, provides for the abatement of noneducational property taxes imposed by the state, counties, municipalities and other taxing jurisdictions in Alabama. Only industrial property not previously placed in service in Alabama by the user or a related party may be eligible for an abatement of noneducational property taxes.

Mortgage And Recording Taxes – Chapter 9B, Title 40, *Code of Alabama 1975*, provides for the abatement of all taxes imposed by Chapter 22 of Title 40 of the *Code of Alabama 1975*, relating to mortgages, deeds, and documents used to issue or secure obligations and convey title into or out of the name of a public authority.

Item 1b. Indicate if applicant is requesting abatement of property taxes for a period longer than 10 years. For any property tax abatement that is granted for over 10 years, the noneducational municipal taxes can only be abated by the City Government, noneducational county taxes can only be abated by the County Government, and state taxes can only be abated by the Governor. The governing body of the municipality and county can authorize a public industrial authority to provide by resolution for such consent on its behalf.

Item 2. If the predominant business activity is a headquarters facility, an industrial or research enterprise as defined in *Code of Alabama 1975* Section 40-9B-3(10)(a) or a state docks project as defined in Section 40-9B-3(10)(b), enter the 2007 North American Industrial Classification System (NAICS) code for the project.

Item 3. Indicate if project is a new project or a major addition.

New Project – Any new business in Alabama at which the predominant trade or business activity conducted will constitute an industrial or research enterprise or other qualifying business activity as described above. If new project, skip Item 4.

Major Addition – Pursuant to Section 40-9B-3(11), a major addition is an addition to an existing facility in which the addition equals the lesser of thirty (30) percent of the original cost of the existing land, buildings, and equipment (industrial development property), or $2,000,000, and at which the predominant trade or business activity conducted in Alabama will constitute an industrial or research enterprise or other qualifying business activity as described above. Capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated with the renovating or remodeling of existing facilities of industrial development property previously placed in service in Alabama by the Company are not eligible for abatement under Chapter 9B.

Item 4. Indicate if major addition is in accordance with Section 40-9B-3(11) requirement as denoted above. If major addition does not meet threshold requirement, project is not qualified to receive abatement. Original cost should include the total cost of existing facilities as of the date of application.

Item 5. Enter the name of the private user requesting abatement. If project is doing business under another name, also enter the name of the company under "Doing Business As (DBA)."

Item 6. Enter the address of the private user requesting abatement.

Item 7. Enter the name, email address and telephone number of the person to which all correspondence should be directed regarding the abatement.

Item 8. Enter the date the company was organized.

Item 9. Enter the physical location of the project. Please include a detailed location, including the City, County and Zip Code.

Item 10. Describe the type of business that the project will be engaged in. For projects that do not require a NAICS code, provide a detailed description that will identify the activities as qualifying activities. Attach additional sheets if necessary.

Item 11. Enter the estimated date the construction of the project will begin.

Item 12. Enter the estimated date the construction of the project will be completed. A data processing center project's completion date will be the maximum exemption period allowed pursuant to Section 40-9B-3(12)b.

Item 13. Enter the estimated date the project will be placed in service. If revenue bonds are issued, "placed in service" for property tax purposes, is determined as of the date of the initial issuance of such bonds. Otherwise, with the exception of a data processing center project, "placed in service" for sales and use tax and property tax purposes is determined as the later of 1) the date on which title to the property was acquired by or vested in a county, city, or public authority, or 2) the date on which the property is or becomes owned, for federal income tax purposes, by a private user. A data processing center project's placed in service date will be the maximum exemption period allowed pursuant to Section 40-9B-3(12)b.

Item 14. Indicate if bonds have been issued in financing the project. If bonds have been issued, enter the issuance date.

Item 15. Indicate if bonds will be issued for financing the project. If bonds will be issued, enter the projected issuance date.

Column 16. Enter the estimated number of new employees to be hired at the project. The law requires the number of employees to be employed at the project initially and in each of the succeeding three years.

Column 17. Enter the estimated annual payroll for employees at the project. The law requires the estimated payroll of new employees initially and in each of the succeeding three years.

Column 18.

18a. Enter all costs or value for project land. If land is conated, enter the market value of the land.

18b. Enter all costs or value for existing building(s), if any.

18c. Enter all costs or value for existing personal property to be incorporated into project. Only personal property not previously placed in service in Alabama by the private user or a related party can be included. If a private user is including existing equipment from outside of Alabama, the existing equipment should be entered here at its original cost.

18d. Enter the total cost for new building(s) and/or new additions to existing building(s). Total cost includes building materials, construction costs, engineering costs, etc. Costs associated with renovating or remodeling existing facilities of an operating industrial or research enterprise do not qualify for abatement.

18e. Enter the total cost for new manufacturing equipment to be incorporated into the project. Replacement equipment does not qualify for abate-

ment under Chapter 98. New equipment that is defined as upgraded equipment may qualify. Upgraded equipment is equipment that replaces existing equipment, and performs not only the same functions, but also an additional function.

18f. Enter the total cost for all other new personal property. Other new personal property may include, but is not limited to, non-manufacturing machinery, office equipment, computers, vehicles, etc. Only personal property that is a depreciable item can be included.

18g. Add 18a through 18f and enter total here. This is the total amount on which the initial property taxes will be based. This total must be the total value of the cost or investment in the project. This total must agree with the total investment amount in the abatement resolution and the total investment amount in the abatement agreement.

Column 19.

19d. Enter the cost of the building materials (subject to sales tax) that become a part of realty for new building(s) and/or new additions to existing building(s). Other building costs (labor, engineering) are not subject to sales tax.

19e. Enter the cost of new manufacturing equipment for the project. For sales tax purposes, manufacturing equipment is taxed at a lower rate. Equipment that is purchased used from another company in an isolated transaction is not subject to sales tax and should not be included.

19f. Enter the cost of all other new personal property.

19g. Add 19d through 19f and enter total here.

Exhibit B

Tax Abatement Agreement

Docusign Envelope ID: 6A635859-A34C-44DE-8295-D0259D20D6AE

Tax Abatement Agreement

This Abatement Agreement is made and entered into as of this 10th day of August 2026, by and between the CITY OF CULLMAN, ALABAMA (the Granting Authority), and RESRG AUTOMOTIVE ALABAMA LLC (the Company), its successors and assigns.

WHEREAS, the Company's North American Industry Classification System (NAICS) Code, 336399, meets the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(10), ***Code of Alabama 1975***, as amended; and

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

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

WHEREAS, the Project is estimated to be completed by the 1st day of July, 2027.

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

☒ inside the city limits of Cullman.

☐ inside the police jurisdiction of _____.

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

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

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

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

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

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

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

WHEREAS, at its meeting held on the _____ day of _____, 2026 (the Meeting), the Granting Authority approved the Company's application for abatement of (check all that apply):

Docusign Envelope ID: 8A635859-A34C-44DE-8295-D0259D20D6AE

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

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

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

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

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

☒ owned by the entity applying for the abatement,

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

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

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

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

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

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

Predominately as described in the 2012 North American Industry Classification System, promulgated by the Executive Office of the President of the United States, Office of Management and Budget, Sectors 31 (other than National Industry 311811), 32, 33, 55 (if not for the production of electricity); Subsectors 423, 424, 482, 493, 511, 517, 518 (without regard to the premise that data processing and related services be performed in conjunction with a third party), and 927; Industry Groups 1133, 2121, 4862, 4882, 4883 (other than 48833), 5121 (other than 51213), 5415, and 5417; Industries 48691, 48699, 48819, 51221, 51913, 52232, 54133, 54134, 54138, 56291, 56292, and 92811; and National Industries 115111, 22111, 221330, 541614, 561422 (other than establishments that originate telephone calls), 562213, and 611512 or any similar classification system developed in conjunction with the United States Department of Commerce or Office

of Management and Budget, or any industrial or research enterprise as defined in Section 40-9B-3(a)(10), *Code of Alabama 1975*, as amended, or a target of the state's economic development efforts pursuant to the Accelerate Alabama Strategic Economic Development Plan adopted in January 2012 by the Alabama Economic Development Alliance, created by Executive Order Number 21 of the Governor on July 18, 2011, or any amended version or successor document thereto,

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

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

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

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

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

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

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

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

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

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

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

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

☒ (a) Noneducational Property Taxes: all local noneducational property taxes, and all state noneducational property taxes except for 1 mill of unabated taxes pursuant to Section 40-9I-1(1), Code of Alabama 1975, in each case that are not required to be used for educational purposes or for capital improvements for education, for a period of 10 years,

☒ (b) Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 *Code of Alabama 1975* on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to the capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and except for .75% of the unabated state construction related transaction taxes pursuant to Section 40-9I-1(2), Code of Alabama 1975; and/or

Docusign Envelope ID: 6A635859-A34C-44DE-8295-D0259D20D6AE

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

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

☒ (a) If no bonds are to be issued, noneducational property taxes are expected to be approximately $37,125.00 per year and the maximum period for such abatement shall extend for a period of 10 years, measured as provided in Section 40-9B-3(a)(12) of the Act, as amended from time to time.

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

☒ (c) Construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately $204,154 and such abatement shall not extend beyond the date the Project is placed in service.

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

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

☒ (a) Amount to be invested in the Project: $10,919,000.00

☒ (b) Number of individuals to be employed initially at the Project and in each of the succeeding three years: Initially 0 Year 1 61 Year 2 180 Year 3 180;

☒ (c) Annual payroll initially at the Project and in each of the succeeding three years: Initially $0 Year 1 $2,648,797 Year 2 $8,004,922 Year 3 $8,004,922;

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

GENERALLY

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

6. Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall

be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors.

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

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

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

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

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

This Agreement is executed as of the dates specified below.

RESRG AUTOMOTIVE ALABAMA LLC	CITY OF CULLMAN, ALABAMA
By:	By:
Name: DIETER WIEDMANN	Name: Woody Jacobs
Title: DIRECTOR PLANT CUL	Title: Mayor
Date: 8-13-2026	Date: 8/11/2026

Exhibit C

City Resolution No. 396-26

RESOLUTION NO. 2026-137

This Resolution is made this 10th day of August, 2026 by the CITY OF CULLMAN, ALABAMA (the Granting Authority), to grant a tax abatement to RESRG AUTOMOTIVE ALABAMA LLC (the Company).

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

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

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

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

☐ all mortgage and recording taxes; and

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

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

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

WHEREAS, the construction of the project will involve a capital investment of $10,919,000.00; and

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

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

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

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

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

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

□ all mortgage and recording taxes

as the same may apply to the fullest extent permitted by the Act. The period of abatement for the noneducational property taxes (if applicable) shall extend for a period of 10 years measured as provided in Section 40-9B-3(a)(12) of the Act.

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

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

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

I hereby certify that the above and foregoing was duly adopted by the CITY OF CULLMAN, ALABAMA at a meeting held on the 10th day of August 2026.

ADOPTED BY THE CITY COUNCIL this the 10th day of August, 2026.

President of the City Council

ATTEST:

City Clerk

APPROVED BY THE MAYOR this the 10th day of August, 2026.

Mayor

Exhibit D

Project Notification Receipt – Department of Commerce

DATE ADDED: 4/21/2026
USER NAME: jtroutman
E-MAIL ADDRESS: jamiet@cullmaneda.org

This receipt confirms that the Alabama Department Of Commerce has been notified of the general parameters of the following project pursuant to Act 2018-541:

PROJECT NAME: Project Resurge
LOCATION: Cullman
CAPITAL INVESTMENT: $13,000,000
JOBS: 400
ESTIMATED DATE OF FIRST OPERATION: 01/01/2027

This letter further serves as a 'Notification Acknowledgment Letter' for the following statutory incentives on behalf of **Project Resurge**:

1. The jobs credit provided for by Section 40-18-375.
2. The investment credit provided for by Section 40-18-376.
3. Any action by a local government body pursuant to Amendment 772 of the Constitution of Alabama of 1901, or local amendment of similar effect.
4. Any abatement of taxes pursuant to Chapters 9B or 9G of Title 40.
5. The port credit provided for by Section 40-18-403.
6. The growing Alabama credit provided for by Section 40-18-413.
7. Site preparation grants pursuant to Article 5 of Chapter 29 of Title 41.
8. Funding for access roads and bridges through the Alabama Industrial Access Road and Bridge Corporation pursuant to Chapter 6 of Title 23.
9. Training or other assistance from the Alabama Industrial Development Training Program.
10. Any grant of federal funds administered or otherwise involving any state or local government, agency , department, body, or other entity, related to the location or expansion of a facility at a site within this state.
11. Any direct or indirect cash payment for a project from the State of Alabama related to the location or expansion of a facility within this state, whether in the form of an in-kind contribution of a site, building, or equipment, or otherwise.

The staff of the Alabama Department of Commerce looks forward to working with you on this project.

Ellen McNair
Secretary of Commerce

Exhibit E

Form ST:EX-A2
("Application for Sales and Use Tax Certificate of Exemption")

Exhibit F

Evidence of Enrollment in E-Verify

THE CULLMAN TIMES
cullmantimes.com

1850 Cherokee Ave SW, Cullman, AL 35055
cullmantimes.com (256) 734-2131

Affidavit of Publication

STATE OF ALABAMA
COUNTY OF CULLMAN

Before me, a notary public in and for the county and state above listed, personally appeared Heather Casillas, who, by me duly sworn, deposes and says that:
"My name is Heather Casillas, I am the general manager of The Cullman Times.
The Newspaper published the attached legal notice(s) in the issue(s) of: Cullman Times: 07/08/26.
The sum charged for publication was $83.37. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice(s) appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney."

Signed _____

Sworn and subscribed of this day 07/08/2026.

Notary Public _____

My Commission Expires
11/21/2029

NOTICE OF PUBLIC HEARING AND PUBLIC COMMENT PERIOD

CULLMAN COUNTY COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN 2026 - 2036

The Cullman County Commission hereby provides notice of a public hearing related to the development of its comprehensive solid waste management plan. The Public Hearing will include, but will not be limited to, landfill management, waste collection, recycling, composting, dump abatement, and other waste management alternatives which have been affected by §§ 22-27-40, et seq., Code of Alabama (1975), and which will be affected by the promulgation of Subtitle D of the Resource and Conservation and Recovery Act administered by the United States Environmental Protection Agency.

Public Comment Period begins July 6, 2026, and ends August 11, 2026, at 4:00 p.m.

A copy of the proposed Cullman County Comprehensive Solid Waste Management Plan 2026 - 2036, may be reviewed on weekdays during normal business hours of 8:00 a.m. to 4:00 p.m. at the following location:

Cullman County Commission
500 2nd Avenue Southwest,
Room 105
Cullman, Alabama 35055

The Cullman County Commission encourages all interested citizens to review the Plan and attend the Public Hearing, which will be held on **Tuesday, August 11, 2026**, at 4:00 pm in the Commission Meeting Room at 500 2nd Avenue Southwest, Room 105, Cullman, Alabama 35055.

TO OBTAIN ADDITIONAL INFORMATION OR COPIES OF THE PLAN, PLEASE CONTACT:
(Copies may be provided upon request for an additional cost)

John Bullard
500 2nd Avenue SW Room 105
Cullman, AL 35055
Phone: 256-775-4878
Email: jbullard@co.cullman.al.us

The Cullman Times
July 8, 2026

BURR & FORMAN

Denzel Okinedo
dokinedo@burr.com
Direct Dial: (205) 458-5278

420 North 20th Street
Suite 3400
Birmingham, AL 35203

Office (205) 251-3000
Fax (205) 458-5100

BURR.COM

August 13, 2026

VIA HAND DELIVERY

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

Re: RESRG AUTOMOTIVE ALABAMA LLC

Dear Jeff:

On August 10, 2026, the City of Cullman (the "City") granted tax abatements to RESRG AUTOMOTIVE ALABAMA LLC. In accordance with Alabama Code § 40-9B-5(d), enclosed please find copies of the City's Resolution No. 2026-137 granting said abatements as well as other documents provided to the Alabama Department of Revenue.

Thank you for your assistance. Please contact me if you have any questions.

Sincerely,

Denzel Okinedo

DEO/
Exhibits
cc: Ms. Alexus Clayton (ALDOR) (w/o exhibits) - via certified mail
Ms. Jamie Troutman (w/ exhibits) - via email
Mr. Hayden Soloman (w/ exhibits) - via email
Mr. Dieter Wiedmann (w/ exhibits) - via email
Mr. Andreas Frohne (w/ exhibits) - via email
Mr. Greg Canfield (w/ exhibits) - via email

STATE OF ALABAMA)
)
COUNTY OF CULLMAN)

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT (this "contract") is entered into by and between the Cullman County Commission, a lawful governing body for Cullman County, Alabama, a political subdivision of the State of Alabama, for and on behalf of Cullman County, Alabama (hereinafter referred to as "County") and Phillip Widner a registered professional engineer and licensed in the State of Alabama (hereinafter referred to as "Employee")

Article I - Position

1.1 Employment: That pursuant to Ala. Code §11-6-1 (1975) and Ala. Code §45-22-130.06 (1975) County employs the Employee as Engineer for Cullman County, Alabama. Employee accepts the employment and agrees to act at all times in a manner consistent with the high moral and ethical standards of the County. Employee shall exercise due care that all personnel under the County's control or authority shall comport themselves in like manner.

1.2 Duties and Responsibilities:

(a) Employee agrees to be a loyal employee of the County. Pursuant to the terms and conditions contained herein, Employee agrees to devote Employee's best efforts and abilities full time to the performance of Employee's duties as County Engineer for the County and to give proper time and attention to furthering Employee's responsibilities to the County. Subject to the provisions of Article VI herein, poor performance of duties or responsibilities or misconduct of any kind will result in appropriate corrective action.

(b) The Employee shall be expected to devote full time to the operation of the County and shall not engage in outside employment that would result in conflict or neglect of his duties as County Engineer.

(c) Employee essential functions include but are not limited to devoting his entire time and attention to the maintenance and construction of the Cullman County public roads, highways, bridges, and ferries; and more specifically those duties enumerated in Ala. Code §11-6-3(1975), §45-22-71 and §45-22-130.08 (1975); plan, formulate, and implement short- and long-term goals for the Cullman County Road Department; plan, organize, coordinate, and assign the work of subordinate staff; hire,

train, supervise subordinate staff; review reports, budgets, goals, and policies proposed by staff; prepares, reviews, analyzes, and presents budgets; oversees and directs review and evaluation of overall operating effectiveness; meet with community and business groups to establish community partnerships; supervises construction, repair, and maintenance of all roads, equipment, and facilities; coordinates road maintenance; promotes and ensures proper employee training and compliance with safety requirement; ensures that all equipment, materials, and work conditions are adequately maintained to prevent accidents; practices continuous learning through individual study, classroom training, seminars, and conferences; perform any and all other duties necessary as County Engineer. The county engineer shall be responsible for the day to day operation of the county road department on a unit basis and shall carry out the policy and projects of the county in accordance with decisions of the county commission by a majority vote, except in the case of a tie vote, in which case the chair of the county commission may vote. The county engineer shall report on a regular basis to the chair in the organizational structure of the county and the chair shall keep the remainder of the county commission informed on the operation of the county road department. Ala. Code §45-22-71.

Article II-Term of Employment

2.1 The term of this contract shall be for __2____year(s), commencing __ September 19_, 20 26__, subject to earlier termination in accordance with the provisions of Article VI hereof. For purposes of this Contract, a "Contract Year" shall mean a twelve-month period beginning __September 19_____of one year and ending on ____September 18_____of the immediately succeeding year.

Article III - Compensation

In and for consideration for the promises Employee has made in entering into this Contract, Employee shall be entitled to an annual base salary payment and employment benefits and may possibly receive salary perquisites and incentives. To the extent required or permitted by law or County Rules, the salary payments, other forms of compensation, and employment benefits described in this Article III are subject to deductions for local, state, and federal taxes, for state retirement, and for any voluntary retirement or other employment benefits which Employee elects to participate in, as well as the terms and conditions of Article VI hereof concerning termination of this Contract.

3.1 Base Salary. As County Engineer, the County shall pay Employee an annual base salary as follows: $213,549.18 annual base salary is payable by the County to Employee in accordance with County payroll policies.

3.2 Employment Benefits. During the term of this Contract, the County will provide the Employee with the standard employment benefits, which may include (among other things) cost of living allowance (COLA), group life insurance, long-term disability benefits, vacation with pay, individual and family medical coverage, retirement contributions, plus other salary increases for performance approved by the County Commission. Employee shall accrue vacation and sick time in accordance with the personnel policy and the County.

Article IV - Facilities

4.1 Office: The County shall furnish the Employee with office space and such other facilities, services (including but not limited to, cellular telephone service), furnishing, and supplies as are reasonably necessary to the performance of the Employee's duties.

4.2 Travel: The Employee may be required to travel on business for the County, therefore the County shall provide the Employee with a suitable vehicle for the performance of his official duties as County Engineer, together with operating expenses, therefore. Use of the County vehicle shall be governed by the rules and regulations for the use of County vehicles.

Article V – Operations

5.1 Records and Files: All records, documents, and files concerning the County shall belong to and remain the property of the County. The Employee shall not be entitled to keep or reproduce the County's records, documents or files relating to any business unless in the ordinary course of business.

Article VI – Termination

6.1 Events of Termination

(a) Termination for Death or Disability. This contract shall terminate automatically upon the death of Employee. If this Contract terminates because of Employee's death, Employee's annual base salary and all other forms of compensations, perquisites, and benefits shall terminate as of the calendar month in which death occurs, except that Employee's personal representative or other designated beneficiary shall be paid all such death benefits, if any, as may be contained in any benefit plan now in force, or hereafter adopted by the County and due to Employee thereunder.

The County may determine that the Employee has become disabled for purposes of this Contract in the event that the Employee shall fail, because of illness or incapacity, to render for one hundred twenty (120) days in any year, services of the character contemplated by this Contract, and thereunder shall be deemed to have been terminated as of the end of the calendar month in which such determination was

made, except for payment of such long term disability benefits which Employee is entitled to receive pursuant to the County's long term disability benefit program.

(b) Termination for Cause. The County shall have the right to terminate this Contract for cause prior to its expiration. The term "for cause" shall include, any of the following:

(1) Fraud of Employee in the performance of Employee's duties or responsibilities hereunder; or

(2) Gross neglect by Employee of the duties of Employee, after written notice thereof has been provided to Employee, and Employee has continued such neglect or during a subsequent period of not less than ninety (90) days; or

(3) The Employee has been convicted of a felony crime and/or a crime involving a moral turpitude.

(4) The Employee fails to maintain proper certification and registration as required by law as a registered professional engineer.

(5) The Employee fails to maintain the necessary accounting records to reflect the cost of constructing and maintaining the county highway system in accordance with Alabama Code §11-6-3 (3).

(6) The county engineer fails to carry out policy and projects of the county in accordance with decisions of the county commission by a majority vote, except in the case of a tie vote, in which case the chair of the county commission may vote. Ala. Code §45-22-71.

(c) Termination without Cause by Employee. Employee may terminate this Contract without cause by giving the County five (5) days' prior written notice of the effective date of Employee's termination of his employment with the County. If Employee terminates this Contract without cause, then, upon the effective date of termination, Employee shall not be entitled to receive any further compensation.

(d) If Employee is terminated for any reason except as provided in this section, all salary and benefits stated in Article III shall remain in full force and effect for the remaining term of the Employee's contract.

Article VII – Miscellaneous

7.1 Invalidity. The invalidity or unenforceability of any provision or provisions of this Contract shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provisions were omitted.

7.2 Confidential Information. Employee acknowledges that, during the term of employment by the County, Employee will gain "Confidential Information," as defined herein, concerning the County. Accordingly, Employee expressly promises and agrees not to share any "Confidential Information". "Confidential Information" includes information, which is generally treated by the County as confidential.

7.3 This Contract may be amended at any time only by a written instrument duly signed by the County through its designated representative and by Employee.

7.4 This Contract shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to conflicts of laws principles.

7.5 This Contract constitutes the full and complete understandings and agreement of the parties with respect to the employment of Employee by the County and supersedes all prior understandings and agreements, oral or written, regarding Employee's employment by the County.

7.6 Employee and the County acknowledges that they have read and understand the foregoing provisions of this Contract and that such provisions are reasonable and enforceable, and the parties agree to abide by this Contract and the terms and conditions set forth herein.

7.7 The invalidity or unenforceability of any provision of this Contract has no effect on the validity or enforceability of any other provisions. It is the desire of the parties hereto that a court of competent jurisdiction revise any unenforceable provisions to the extent required to make them enforceable.

7.8 The section and paragraph headings contained in this Contract are for reference purposes only and will not affect in any way the meaning or interpretation of this Contract.

IN WITNESS THEREOF, the parties hereto have executed this Contract or caused this Contract to be executed with actual, as opposed to implied, authority to bind all necessary parties, on the date shown below.

Witness:

Tiffany Merriman

COUNTY:

CULLMAN COUNTY COMMISSION

BY: _____

ITS: Commissioner D-4

Witness:

Tiffany Merriman

COUNTY:

CULLMAN COUNTY COMMISSION

BY: _____

ITS: Commissioner

Witness:

Tiffany Merriman

COUNTY:

CULLMAN COUNTY COMMISSION

BY: _____

ITS: Chairman

Witness:

_____

COUNTY:

CULLMAN COUNTY COMMISSION

BY: _____

ITS: _____

Witness:

_____

COUNTY:

CULLMAN COUNTY COMMISSION

BY: _____

ITS: _____

Witness:

Tiffany Merriman

EMPLOYEE:

_____

Phillip Widner

STATE OF ALABAMA

COUNTY OF CULLMAN

THIS AGREEMENT is entered into on this the 1st of September, 2026.

WHEREAS, Cullman County ("County") owns the following property to the Cullman County Board of Education ("Board of Education"):

A tract or parcel of land containing 79,2000 square feet of land, more or less and being all of Block 15 of Osborne's Addition to the City of Cullman as recorded in Deed Book 8, Page 410 in the Office of the Judge of Probate, Cullman County, Alabama.

Description according to the survey of Joseph E. Conn, III, AL. Reg. No. 17831, dated May 25, 1995.

Also conveyed herein is the tunnel all the way to the fire door, said tunnel running in a North and South direction under Arnold Street from the above-described real estate to the old Cullman Medical Center Hospital.

Subject to restrictions against the use of the above-described real estate as a hospital as conveyed by Deed of Gift recorded in the Office of the Judge of Probate of Cullman County, Alabama, at Book 423, Page 407 et seq.

WHEREAS, County is desirous to lease the above referenced property to the Board of Education.

WHEREAS, the Cullman County Commission ("Commission") intend for this lease to service the obligations of the Commission as required by the Alabama Code to the Board of Education.

NOW THEREFORE, in consideration of the covenants, one to the other made and contained herein, it is agreed as follows:

1. In consideration of the premises contained herein the Commission leases the above reference property to the Board of Education an annual rental of One Dollar ($1.00) per year for forty-nine (49) years with an option for forty-nine (49) additional years.

2. The Board of Education understands and agrees that the leased property is to be used for the central offices of the Board of Education for providing educational services to the children of Cullman County, Alabama. Further it is the agreement of the parties that the building is to cover the responsibility of the Commission to provide space to the Board of Education and the Superintendent pursuant to Alabama law.

3. The Board of Education will be responsible for any and all maintenance and up upkeep, and utilities during the pendency of the lease and the Commission may, from time to time, inspect the premises. After such inspection, the Commission may require maintenance and repairs to be performed on said property, at the expense of the Board of Education. Additionally, the Board of Education shall keep a policy of insurance on the building, for at least the tax appraised value of the property.

4. It is the intention of the Commission to lease the entirety of the premises to the Board of Education. All portions of the building including all offices not currently in use by the Board of Education are included in this agreement.

5. In the event the property herein leased to the Board of Education is not used for as offices for the operation of the Board of Education, then this lease will become null and void and to no further effect.

6. The Commission may terminate this lease at any time, provided they give written notice to the Board of Education. In the event that the Commission terminates this Agreement in writing, the Board of Education will have one hundred eighty (180) days to vacate the premises,

and new space will be provided to the Board of Education or the Superintendent by the Commission, as required by Alabama law.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto, on this the 6th, day of August, 2026.

WITNESESSES:

SHANE BARNETTE
Superintendent, Cullman County Schools

JEFF CLEMONS
Chairman, Cullman County Commission

ALABAMA DEPARTMENT OF YOUTH SERVICES

LONG TERM DETENTION SUBSIDY CONTRACT

THIS CONTRACT is made and entered into by and between **Cullman County** (hereinafter called "County") and the Alabama Department of Youth Services (hereinafter called "DYS")

WITNESSETH

For and in consideration of the mutual covenants herein contained, and other good and valuable considerations, the parties hereto do hereby agree as follows:

1. The purpose of this agreement is to plan for detention bed use for the juvenile court of County for the period October 1, 2026 through September 30, 2027, to subsidize the detention of children in licensed juvenile detention facilities pursuant to Alabama Code §12-15-208, and to reimburse the county commission responsible for the cost of detention as required by Alabama Code § 12-15-215, as amended by Alabama Act 2024-305.
2. DYS shall pay for the benefit of County, a sum determined by the Youth Services' Board, said payments made as herein specified, for the purposes herein set out.
3. DYS shall also pay on behalf of County, the per diem expenses incurred for each day after DYS is required to accept children for commitment (i.e., after 12 business days), including, but not limited to, medical, dental, and mental health costs, as required by Alabama Code § 12-15-215, as amended by Alabama Act 2024-305. These said payments may be made for the benefit of County regardless of other payments made to or for the benefit of County.
4. Said payments shall be made for the benefit of County to the juvenile detention center of its choice.
5. County shall contract with the detention center of its choice for detention (and other) services, which contract shall be subject to review and approval of DYS.
6. County shall not reduce its level of support for the juvenile court or juvenile services and facilities presently supported by County on account of the credit for payments made pursuant to paragraph 2 of this agreement.
7. The distribution, expenditure, or application of payments made on behalf of the county pursuant to paragraph 3 of this agreement shall be at the sole discretion of County.

IN WITNESS WHEREOF, County and DYS has caused this agreement to be executed for each and in the name of each by the persons indicated below, in duplicate, either copy of which may be considered an original.

Indicate Detention Center chosen by County to receive funds below:

TN. VALLEY JUVENILE DETENTION CENTER

Chairman, County Commission

ALABAMA DEPARTMENT OF YOUTH SERVICES

Steven P. Lafreniere
Executive Director

Legal Counsel (Approved as to form only)
Department of Youth Services

State of Alabama

DEPARTMENT OF YOUTH SERVICES

KAY IVEY
GOVERNOR

STEVEN P. LAFRENIERE
EXECUTIVE DIRECTOR

Post Office Box 66
Mt. Meigs, Alabama 36057

July 27, 2026

To: Juvenile Court Judge and/or
Chief Probation Officer

From: LeTonya Bowman
Accounting Director

Re: Long Term Detention Subsidy Contract

Please find enclosed your long-term detention subsidy contract for BFY 2027 (October 1, 2026 through September 30, 2027). Please complete the form by stating your choice under the highlighted line and have the form signed by the Chairman of the County Commission. The form should then be returned to me at the address listed below or emailed to letonya.bowman@dys.alabama.gov:

LeTonya Bowman
Department of Youth Services
P. O. Box 66
Mt. Meigs, AL 36057

Thank you for your assistance in this matter and if you need any additional information please contact me at (334) 215-3839.

Docusign Envelope ID: 2FAADFB4-78D6-843B-83A7-E2D06F32DA4C

July 2026

sblack@cullmansheriff.org

CULLMAN COUNTY COMMISSION
1900 BEECH AVE SE

Re: Request for assignment of Contract(s)

To Whom It May Concern:

This notice is being delivered to you in connection with that certain CULLMAN COUNTY COMMISSION (as amended and revised from time to time, the "**Contracts**"), by and between NEC Corporation of America ("**we**", "us", or "**NECAM**") and CULLMAN COUNTY COMMISSION ("**you**" or "**your**").

NECAM is restructuring its digital government businesses to consolidate its state and local government, law enforcement, and aviation businesses under NEC National Security Systems, Inc. ("NSS"), its wholly-owned subsidiary business focused on Federal business (the "Restructuring"). In connection with this Restructuring, NECAM will transfer its assets, liabilities, and employees associated with these businesses to NSS. As part of this transfer, NECAM needs your consent to assign the Contracts to NSS. NECAM is targeting completion of this restructuring on or before September 30, 2026, following obtaining necessary consents (the "**Closing**"). Following the Closing, it is intended (subject to certain approvals) that NSS will become a wholly-owned subsidiary within the NEC Software Solutions part of the NEC group, more particularly a wholly-owned subsidiary of Garden Private Holdings Limited (which itself is a wholly-owned subsidiary of NEC Corporation).

Upon the Closing, NSS will assume and agree to perform, and discharge and release, the rights and obligations of us under the Contract(s) pursuant to the enclosed Assignment, Assumption and Release Agreement (the "**Assignment Agreement**"). In connection therewith, we are hereby requesting your consent to the Assignment Agreement effective as of the Closing. The NECAM team that you previously engaged with will continue to provide the services to you as employees of NSS.

Enclosed herewith is a copy of NSS Form W-9 and payment information for purposes of establishing NSS as a vendor. Please acknowledge your consent and agreement to the foregoing by printing off the Assignment Agreement in full, executing on your behalf in the space and in the manner indicated in the Assignment Agreement, and sending a pdf complete copy of the executed Assignment Agreement to necamlegal@necam.com. The Assignment Agreement will be executed on behalf of NECAM and NSS and dated as at Closing.

Because the Transaction is expected to close no later than September 30, 2026, we would appreciate it if you could confirm that you have no comments to the attached and send us the signed

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Assignment Agreement in accordance with this letter by July 31, 2026. We will inform you of the Closing once it has occurred, together with any new contact information.

Should you have any questions regarding the foregoing, please do not hesitate to contact Deon Retemeyer at necamlegal@necam.com.

We appreciate your understanding and thank you for your prompt attention to this matter.

Very yours truly,

NEC Corporation of America

By:_____
Name:
Title:

cc: [•]

Enclosures:
Assignment, Assumption and Release Agreement
Form W-9
Payment Information

Docusign Envelope ID: 2FAADFB4-78D6-843B-83A7-E2D06F32DA4C

ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT (this "Agreement"), dated as of August 13, 2026, is entered into by and between NEC Corporation of America, a Nevada corporation ("Assignor"), NEC National Security Systems, Inc., a Nevada corporation] ("Assignee"), and CULLMAN COUNTY COMMISSION ("Counterparty").

WHEREAS, Assignor has entered into with Counterparty that certain CULLMAN COUNTY COMMISSION (the "Contracts");

WHEREAS, Assignor is transferring its Advanced Recognitions Systems, Law Enforcement, and Aviation business to Assignee (the "Transaction") upon completion of receipt of necessary consents (the "Closing");

WHEREAS, Assignor seeks to assign, and Assignee wishes to accept the assignment of and assume, effective on the Closing, the Contracts; and

WHEREAS, Counterparty hereby consents to the assignment and assumption of the Contracts from Assignor to Assignee and the release of all liabilities of Assignor pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Assignment and Acceptance of the Contract. Effective upon the Closing, Assignor hereby transfers, sells, conveys, assigns and delivers to Assignee and its successors and permitted assigns, and Assignee hereby accepts, all of Assignor's right, title and interest in, to, and under the Contract.

Section 2. Assignment and Assumption of Assumed Liabilities; Release of Assignor. Effective as of the Closing, Assignor hereby assigns to Assignee, and Assignee hereby assumes and agrees to pay, perform and discharge in full, and releases and discharges Assignor, and its successors and permitted assigns, completely, unconditionally from all liabilities of Assignor under or arising out of the Contracts or otherwise in connection therewith (collectively, the "Assumed Liabilities"). Upon the Closing, Counterparty shall release Assignor and its affiliates from any and all liabilities (including, but not limited to, the Assumed Liabilities) under the Contracts.

Section 3. Assignment; Binding Effect; No Third-Party Beneficiaries. Neither this Agreement, nor any right hereunder, may be assigned by either party without the written consent of the other party; provided that this Agreement may be assigned in whole or in part to an affiliate of such party. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement is intended or shall be construed to give any Person other than the parties hereto, their successors and permitted assigns

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any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

Section 4. Amendments. This Agreement may only be amended, modified or supplemented by a written instrument executed by both of the parties hereto.

Section 5. Further Assurances. On and after the Closing, upon the request of either party, the other party shall, at the requesting party's expense, execute and deliver such assignments and other instruments as may be reasonably requested by the requesting party in order to evidence and effectuate the terms of this Agreement.

Section 6. Governing Law; Dispute Resolution. The applicable provisions with respect to governing law and dispute resolution, as applicable, to the Contracts shall apply to this Agreement, *mutatis mutandis*, as if it had been fully set forth herein.

Section 7. Counterparts. This Agreement may be signed in any number of counterparts, each of which is an original and all of which taken together shall constitute one and the same instrument. Any signature page delivered via facsimile or electronic transmission (*e.g.*, PDF file) shall be binding to the same extent as an original signature page. Any party that delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

[Signature page follows]

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

NEC CORPORATION OF AMERICA

By: Signed by: John Dow A9E17A0346064C9...

Name: John Dow

Title: CFO

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NEC NATIONAL SECURITY SYSTEMS, INC.

By: Signed by: Todd Morris
BDA57B0E95EA492...

Name: Todd Morris

Title: President

Docusign Envelope ID: 2FAADFB4-78D6-843B-83A7-E2D06F32DA4C

CULLMAN COUNTY COMMISSION

By: _____ Chairman
Name:
Title:

Docusign Envelope ID: 2FAADFB4-78D6-843B-83A7-E2D06F32DA4C

Docusign Envelope ID: 2FAADFB4-78D6-843B-83A7-E2D06F32DA4C

ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT (this "Agreement"), dated as of May 14, 2026, is entered into by and between NEC Corporation of America, a Nevada corporation ("Assignor"), NEC National Security Systems, Inc., a Nevada corporation] ("Assignee"), and CULLMAN COUNTY COMMISSION ("Counterparty").

WHEREAS, Assignor has entered into with Counterparty that certain CULLMAN COUNTY COMMISSION (the "Contracts");

WHEREAS, Assignor is transferring its Advanced Recognitions Systems, Law Enforcement, and Aviation business to Assignee (the "Transaction") upon completion of receipt of necessary consents (the "Closing");

WHEREAS, Assignor seeks to assign, and Assignee wishes to accept the assignment of and assume, effective on the Closing, the Contracts; and

WHEREAS, Counterparty hereby consents to the assignment and assumption of the Contracts from Assignor to Assignee and the release of all liabilities of Assignor pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Assignment and Acceptance of the Contract. Effective upon the Closing, Assignor hereby transfers, sells, conveys, assigns and delivers to Assignee and its successors and permitted assigns, and Assignee hereby accepts, all of Assignor's right, title and interest in, to, and under the Contract.

Section 2. Assignment and Assumption of Assumed Liabilities; Release of Assignor. Effective as of the Closing, Assignor hereby assigns to Assignee, and Assignee hereby assumes and agrees to pay, perform and discharge in full, and releases and discharges Assignor, and its successors and permitted assigns, completely, unconditionally from all liabilities of Assignor under or arising out of the Contracts or otherwise in connection therewith (collectively, the "Assumed Liabilities"). Upon the Closing, Counterparty shall release Assignor and its affiliates from any and all liabilities (including, but not limited to, the Assumed Liabilities) under the Contracts.

Section 3. Assignment; Binding Effect; No Third-Party Beneficiaries. Neither this Agreement, nor any right hereunder, may be assigned by either party without the written consent of the other party; provided that this Agreement may be assigned in whole or in part to an affiliate of such party. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement is intended or shall be construed to give any Person other than the parties hereto, their successors and permitted assigns any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

Docusign Envelope ID: 2FAADFB4-78D6-843B-83A7-E2D06F32DA4C

Section 4. Amendments. This Agreement may only be amended, modified or supplemented by a written instrument executed by both of the parties hereto.

Section 5. Further Assurances. On and after the Closing, upon the request of either party, the other party shall, at the requesting party's expense, execute and deliver such assignments and other instruments as may be reasonably requested by the requesting party in order to evidence and effectuate the terms of this Agreement.

Section 6. Governing Law; Dispute Resolution. The applicable provisions with respect to governing law and dispute resolution, as applicable, to the Contracts shall apply to this Agreement, *mutatis mutandis*, as if it had been fully set forth herein.

Section 7. Counterparts. This Agreement may be signed in any number of counterparts, each of which is an original and all of which taken together shall constitute one and the same instrument. Any signature page delivered via facsimile or electronic transmission (*e.g.*, PDF file) shall be binding to the same extent as an original signature page. Any party that delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

[Signature page follows]

Docusign Envelope ID: 2FAADFB4-78D6-843B-83A7-E2D06F32DA4C

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

NEC CORPORATION OF AMERICA

Signed by:
By: John Dow
A9E17A0340004C9...
Name: John Dow
Title: CFO

NEC NATIONAL SECURITY SYSTEMS, INC.

Signed by:
By: Todd Morris
BDA57B0F95FA492...
Name: Todd Morris
Title: President

CULLMAN COUNTY COMMISSION

By: Chairman
Name:
Title:

docusign

Certificate Of Completion

Envelope Id: 2FAADFB4-78D6-843B-83A7-E2D06F32DA4C
Subject: Complete with Docusign: Cullman NSS Agreement_0001 (002).pdf
Source Envelope:
Document Pages: 11
Certificate Pages: 4
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 4
Initials: 0

Status: Completed

Envelope Originator:
Deon Retemeyer
5205 N O'Connor Blvd
Suite 400
Irving, TX 75039
deon.retemeyer@necam.com
IP Address: 136.226.80.95

Record Tracking

Status: Original
8/13/2026 3:52:41 PM

Holder: Deon Retemeyer
deon.retemeyer@necam.com

Location: DocuSign

Signer Events	Signature	Timestamp
John Dow john.dow@necam.com CFO NEC Corp of America Security Level: Email, Account Authentication (None)	Signed by: John Dow A9E17A0346064C9... Signature Adoption: Pre-selected Style Using IP Address: 165.225.216.84	Sent: 8/13/2026 4:01:11 PM Viewed: 8/13/2026 4:07:57 PM Signed: 8/13/2026 4:11:05 PM
Electronic Record and Signature Disclosure: Accepted: 8/13/2026 4:07:57 PM ID: 5fff3460-c678-43d9-abb4-800c7566ca20 Company Name: NEC Corporation of America		
Todd Morris todd.morris@necnss.com President NEC National Security Systems Security Level: Email, Account Authentication (None)	Signed by: Todd Morris BDA57B0F95FA492... Signature Adoption: Uploaded Signature Image Using IP Address: 2600:4040:2d8b:bc00:2cce:2619:e834:cb57	Sent: 8/13/2026 4:01:14 PM Viewed: 8/17/2026 7:49:33 AM Signed: 8/17/2026 7:49:55 AM
Electronic Record and Signature Disclosure: Accepted: 8/17/2026 7:49:33 AM ID: c9341c13-23cf-4723-81e5-b559ec00a8e2 Company Name: NEC Corporation of America		

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	Timestamp

Carbon Copy Events	Status	Timestamp
Paulette Oderio paulette.oderio@necam.com Senior Project Manager NEC Corporation of America Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/9/2025 6:12:27 PM ID: 8723041f-11f7-49cd-b9f7-ec39a30b4227 Company Name: NECAM	COPIED	Sent: 8/13/2026 4:01:15 PM Viewed: 8/17/2026 11:56:11 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/13/2026 4:01:15 PM
Certified Delivered	Security Checked	8/17/2026 7:49:33 AM
Signing Complete	Security Checked	8/17/2026 7:49:55 AM
Completed	Security Checked	8/17/2026 7:49:55 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, NEC Corporation of America (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 NEC Corporation of America:

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: docusign@necam.com

To advise NEC Corporation of America 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 docusign@necam.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 NEC Corporation of America

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 docusign@necam.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 NEC Corporation of America

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 docusign@necam.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 NEC Corporation of America 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 NEC Corporation of America during the course of your relationship with NEC Corporation of America.

JOHN DEERE FINANCIAL

ORIGINAL INVOICE

Invoice Date 08/04/2026

Invoice Number 0073880

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

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

TOTAL AMOUNT DUE	**$79,650.00**
Due Date	03/31/2026

QUESTIONS?

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

LEASE ACCOUNT INFORMATION

Lease Maturity Date	**03/31/2026**
Lessee's Reference Number	**0073880**

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

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

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

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

JOHN DEERE FINANCIAL

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

CULLMAN COUNTY COMMISSION
Account Number : 030-0073880-000

TOTAL AMOUNT DUE	**$79,650.00**
Due Date	03/31/2026

Amount Enclosed $ _____ . ____

Please include account number and make check payable to:

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

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

NARCOG
POSITIVELY IMPACTING
PEOPLE AND COMMUNITIES

July 16, 2026

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 **1.22% 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

Robby Cantrell
Executive Director

Thank You!

North Central Alabama Regional Council of Governments
216 Jackson Street SE • Post Office Box C • Decatur, Alabama 35602
256.355.4515 • Fax 256.351.1380 • www.narcog.org

NARCOG
POSITIVELY IMPACTING
PEOPLE AND COMMUNITIES

CULLMAN COUNTY BUDGET REQUEST
Fiscal year 2027

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 **$6,577.82**
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 **$38,841.91**
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 2027 $76,172.83*

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 Governments
216 Jackson Street SE • Post Office Box C • Decatur, Alabama 35602
256.355.4515 • Fax 256.351.1380 • www.narcog.org

North Central Alabama Regional Council of Governme

PO Box C
216 Jackson Street SE
Decatur AL 35602
256-355-4515

Invoice

Cullman County Commission
Post Office Box 1706
Cullman AL 35056-

07/17/2026

Invoice # : **437** **Order #:**

Description: **Cullman County Commission Dues - FY 2027**

Total Amount Due	**$76,172.83**

Please remit payment to: North Central Alabama Regional Council of Governments P.O. Box C, Decatur, AL35601

Project	Description	Amount
30000	NARCOG	30,753.10
33000	AGING Administration	38,841.91
37000	(RPO) Rural Planning Organization	6,577.82

MEMORANDUM OF UNDERSTANDING

Between

North Central Alabama Regional Council of Governments (NARCOG)

and

Cullman County Commission

I. Purpose

This Memorandum of Understanding ("MOU") is entered into by and between the **North Central Alabama Regional Council of Governments (NARCOG)** and the **Cullman County Commission** (collectively referred to as the "Parties") for the purpose of establishing the terms and conditions governing NARCOG's use of office space and parking at a County-owned facility.

This MOU is intended to memorialize the mutual understanding of the Parties regarding the temporary use of County facilities for governmental purposes. Nothing contained herein shall be construed as creating a landlord-tenant relationship, leasehold interest, or any ownership interest in the property.

II. Property Location

The office space covered by this Memorandum of Understanding is located within the Cullman County Commission building at:

325 2nd Street SE
Cullman, Alabama 35055

III. Office Space

The Cullman County Commission agrees to allow NARCOG to utilize **one (1) furnished vacant office** within the above-referenced building for use as a **NARCOG field office**.

The office shall be used solely for the conduct of official NARCOG business and governmental operations.

IV. Parking

The Cullman County Commission agrees to permit NARCOG to park **up to two (2) agency-owned vehicles** in the parking lot serving the property for use by authorized NARCOG employees while conducting official Agency business.

V. Building Access

NARCOG acknowledges and agrees to the following conditions regarding access to the facility:

1. NARCOG shall **not** be issued building keys, key cards, security codes, or access credentials.
2. NARCOG personnel may occupy the office only while Cullman County Commission employees are present within the building.
3. NARCOG employees shall comply with all applicable County policies, safety procedures, and security requirements while using the facility.
4. NARCOG shall not alter, modify, or relocate furniture, equipment, or fixtures without prior approval from the Cullman County Commission.

VI. No Financial Consideration

This arrangement is provided solely as a cooperative governmental agreement.

Accordingly:

- No rent shall be charged.
- No lease payments shall be required.
- No security deposit shall be required.
- No utilities or maintenance reimbursement shall be required.
- No other financial consideration shall be exchanged between the Parties unless separately agreed to in writing.

Each Party shall remain responsible for its own employees, equipment, insurance, technology, and operational expenses.

VII. Term and Termination

This Memorandum of Understanding shall become effective upon execution by both Parties and shall remain in effect until terminated.

Should the Cullman County Commission determine that the currently vacant office space is needed for County operations or other governmental purposes, the Commission shall provide **thirty (30) calendar days' written notice** to NARCOG.

Upon expiration of the notice period, NARCOG agrees to vacate the office and remove all Agency-owned property.

Nothing contained herein shall obligate the Cullman County Commission to provide replacement office space.

VIII. Nature of Agreement

The Parties acknowledge that this Memorandum of Understanding creates only a **revocable license** to use the designated office space and parking area.

This MOU does **not** create:

- a lease;
- a tenancy;
- an easement;
- a property right; or
- any other legal interest in the real property.

IX. Liability

Each Party shall remain responsible for the acts and omissions of its own elected officials, officers, employees, and agents to the extent provided under the Constitution and laws of the State of Alabama.

Nothing contained herein shall be interpreted as:

- a waiver of sovereign immunity;
- a waiver of governmental immunity;

- a waiver of statutory limitations of liability; or
- a waiver of any other defense available under Alabama law.

X. Compliance with Laws

The Parties agree to comply with all applicable federal, state, and local laws, regulations, ordinances, and policies governing the use of public facilities.

XI. Amendment

This Memorandum of Understanding may be amended only by written agreement executed by authorized representatives of both Parties.

XII. Entire Agreement

This document constitutes the entire agreement between the Parties regarding the subject matter addressed herein and supersedes any prior verbal understandings or informal agreements concerning the use of the office space described herein.

XIII. Governing Law

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Alabama.

Venue for any action arising under this MOU shall lie in a court of competent jurisdiction located within the State of Alabama.

SIGNATURES

IN WITNESS WHEREOF, the Parties, acting through their duly authorized representatives, have executed this Memorandum of Understanding.

North Central Alabama Regional Council of Governments (NARCOG)

By: Robby Cantrell

Robby Cantrell
Executive Director

Date: 8/17/24

Cullman County Commission

By: [signature]

Chairman

Cullman County Commission

Date: 8/11/26

CULLMAN COUNTY COMMISSION

Cullman County, Alabama

FUND BALANCE RESERVE POLICY

Effective Date	Review Cycle	Approved By
10/1/2026	**Annual**	**County Commission**

Section 1 — Purpose and Scope

The Cullman County Commission (the "Commission") adopts this Fund Balance Reserve Policy to establish a formal framework for the accumulation, maintenance, and appropriate use of reserve balances across County funds. This policy reflects the Commission's commitment to sound financial stewardship, long-term fiscal sustainability, and the protection of essential public services for the residents of Cullman County.

This policy is authorized pursuant to the general fiscal powers of the County Commission under Alabama law and is consistent with best practices established by the Government Finance Officers Association (GFOA). It applies to all funds of Cullman County government, with particular emphasis on the General Fund as the primary operating fund of the County.

Cullman County serves a population of approximately 92,604 residents across 734 square miles. The County's fiscal obligations include public safety, road and bridge infrastructure, judicial functions, aging services, transportation, and emergency management — all of which require financial resilience to withstand economic disruptions, natural disasters, and revenue volatility.

Section 2 — Policy Objectives

This policy is designed to achieve the following objectives:

- Maintain liquidity sufficient to meet cash flow needs throughout the fiscal year without borrowing.
- Provide a financial cushion against unanticipated expenditures, revenue shortfalls, and economic downturns.
- Ensure the County is positioned to respond to declared emergencies and natural disasters, including the funding gap that exists prior to federal or state reimbursement.
- Preserve the County's ability to leverage federal and state grant funding by maintaining match reserves.
- Protect and, where possible, enhance the County's credit quality and bond rating.
- Demonstrate to citizens, oversight bodies, auditors, and rating agencies that the County manages public resources with discipline and foresight.
- Comply with the GFOA best practice on Fund Balance Guidelines for the General Fund.

Section 3 — Legal and Professional Authority

This policy is grounded in the following legal and professional frameworks:

Authority	Relevance to This Policy
Alabama Code § 11-8-1 et seq.	County fiscal powers and balanced budget requirement for Cullman County Commission

GASB Statement No. 54	Classification of fund balance into nonspendable, restricted, committed, assigned, and unassigned categories
GFOA Best Practice — Fund Balance Guidelines for the General Fund	Minimum unrestricted fund balance of no less than two months of GF operating expenditures or revenues
GFOA — Should We Rethink Reserves? (2023)	Risk-based reserve optimization tailored to local government circumstances
GFOA — Developing a Fund Balance Policy	Formal policy structure, classification definitions, and replenishment provisions
Alabama Department of Examiners of Public Accounts	State audit standards and compliance expectations for county governments

Section 4 — Definitions

The following definitions shall apply for purposes of this policy, consistent with GASB Statement No. 54:

Term	Definition
Fund Balance	The difference between fund assets and fund liabilities in a governmental fund, representing the net position available for future use.
Nonspendable Fund Balance	Amounts that cannot be spent because they are not in spendable form (e.g., inventories, prepaid amounts) or are legally required to be maintained intact.
Restricted Fund Balance	Amounts that can only be used for specific purposes stipulated by external resource providers (e.g., state/federal grants, legal restrictions).
Committed Fund Balance	Amounts constrained to specific purposes by formal action of the Commission (the County's highest level of decision-making authority), which can only be changed by equivalent formal action.
Assigned Fund Balance	Amounts intended for specific purposes as expressed by the Commission or its designee, but not formally committed.
Unassigned Fund Balance	The residual classification in the General Fund; amounts not constrained by any of the above categories. Only the General Fund may report a positive unassigned balance.
Unrestricted Fund Balance	The combined total of committed, assigned, and unassigned fund balance components.
Operating Reserve	The portion of unrestricted fund balance designated to cover cash flow needs and unexpected expenditures during the fiscal year.
Disaster/Emergency Reserve	A committed reserve designated exclusively for response to declared emergencies or catastrophic infrastructure failures.
Grant Match Reserve	An assigned reserve maintained to satisfy the local matching requirements of federal and state grant awards.
Capital Replacement Reserve	An assigned reserve to fund planned replacement of major equipment, fleet, technology, and facilities per the Capital Improvement Plan.

Section 5 — Fund Balance Classification and Reporting

5.1 Classification Hierarchy

The County shall classify and report fund balances in accordance with GASB Statement No. 54 in the following order of spend-down priority:

1. Restricted fund balance
2. Committed fund balance
3. Assigned fund balance
4. Unassigned fund balance

When expenditures are incurred for which multiple fund balance classifications are available, the Commission's policy is to consider restricted amounts reduced first, followed by committed, assigned, and unassigned amounts.

5.2 Authority to Commit and Assign

The Commission is the decision-making authority for the purpose of committing fund balance. Committed amounts may only be modified or removed by formal resolution of the Commission.

The County Administrator (or Chief Financial Officer, if designated) is authorized to assign fund balance for purposes consistent with the County's objectives.

Section 6 — Reserve Structure, Targets, and Benchmarks

6.1 Reserve Tiers

Cullman County shall maintain a multi-tiered reserve structure. Each tier serves a distinct purpose and carries a specific minimum and target funding level:

Reserve Tier	Target Level	Minimum	Purpose
Operating Reserve	25% of GF Expenditures	16.7% (2 months)	Cash flow, revenue shortfalls, unexpected expenditures
Disaster / Emergency Reserve	$3,000,000	$2,000,000	Natural disasters, terrorist events, infrastructure failures, federal reimbursement bridge
Grant Match Reserve	$1,500,000	$750,000	Federal/State grant matching requirements for roads, infrastructure, public safety
Capital Replacement Reserve	Based on 5-yr CIP	$500,000	Fleet, equipment, technology, facility maintenance funded outside annual appropriations

6.2 Quantitative Benchmarks — FY 2026 Baseline

The following table establishes quantitative benchmarks based on the Cullman County Commission's adopted FY 2026 budget, with the General Fund at $30.7 million in total expenditures:

Component	Basis	Amount	% of GF Exp.
FY 2026 General Fund Expenditures	Adopted Budget	$35,914,519	100%
GFOA Minimum (2 months)	16.7% of GF Exp.	$ 5,997,724	~16.7%
Operating Reserve Target (25%)	25% of GF Exp.	$8,978,630	25%
Disaster / Emergency Reserve Target	Risk-based	$3,000,000	8.4%
Grant Match Reserve Target	Grant pipeline	$1,500,000	4.2%
Capital Replacement Reserve	5-yr CIP	$500,000	1.6%
TOTAL COMBINED RESERVE TARGET	**All tiers**	**$13,978,630**	**~39.2%**
FY 2026 Projected Unrestricted Fund Balance	Adopted Budget	$10,997,724	30.9%

The FY 2026 projected unrestricted fund balance of $10,808,945 (35.2% of General Fund expenditures) exceeds the GFOA minimum of two months and demonstrates the Commission's historically prudent approach to reserve management. This policy formalizes and builds upon that approach by establishing explicit tiers and replenishment obligations.

6.3 Rationale for Above-Minimum Target

The GFOA acknowledges that a government's particular situation may require unrestricted fund balance significantly in excess of the two-month minimum. The Commission has determined that a higher reserve level is appropriate for Cullman County for the following reasons:

- Road and bridge infrastructure vulnerability: Cullman County manages an extensive road system subject to storm damage, flooding, and catastrophic failure requiring immediate expenditure prior to FEMA reimbursement.
- Sales tax revenue concentration risk: Sales tax ($15.1 million) represents the largest single revenue source and is sensitive to economic downturns, making revenue volatility a significant planning factor.
- Federal and state grant leverage: Maintenance of a grant match reserve directly enables the County to access capital funding multiples above the local contribution.
- Limited debt capacity: As a county with conservative debt management practices, reserves substitute in part for the debt issuance flexibility available to larger governments.
- Rural geography and response time: Emergency response timelines in rural Cullman County mean the County must often self-fund disaster response before outside assistance arrives.

Section 7 — General Fund Minimum Reserve Requirement

The Commission formally establishes the following minimum reserve floor for the General Fund:

Minimum Unrestricted Fund Balance	Target Unrestricted Fund Balance
16.7% of GF Expenditures (Two months — GFOA minimum)	**25% of GF Expenditures** (Three months — County target)

If the unrestricted General Fund balance falls below the 16.7% minimum at any fiscal year-end, the Commission shall be notified within 30 days by the County Administrator. A replenishment plan shall be developed and presented to the Commission within 90 days of that notification (see Section 9).

Section 8 — Authorized Use of Reserve Funds

8.1 Operating Reserve

The Operating Reserve may be appropriated by the Commission for the following purposes:

- Addressing revenue shortfalls that arise during the fiscal year due to economic conditions, state aid reductions, or other factors outside the County's control.
- Funding unanticipated expenditures of a non-recurring nature that cannot be deferred to the next budget cycle without harm to County operations.
- Bridging temporary cash flow gaps between the timing of revenues and expenditures.
- One-time, non-recurring expenditures that do not create ongoing fiscal obligations.

The Operating Reserve shall NOT be used to fund recurring operational shortfalls, bridge structural budget imbalances year over year, or substitute for adequate appropriations in the annual budget.

8.2 Disaster / Emergency Reserve

The Disaster/Emergency Reserve may be accessed only upon a formal declaration of emergency by the Commission, the Chairman pursuant to delegated authority, or a state or federal emergency declaration affecting Cullman County. Authorized uses include:

- Immediate public safety, life-safety, and debris removal operations.
- Emergency road and bridge repairs necessary to restore public access.
- Pre-reimbursement funding pending FEMA Public Assistance or AEMA disaster recovery payments.
- Critical facility repairs resulting from disaster damage.

8.3 Grant Match Reserve

The Grant Match Reserve may be appropriated by the Commission upon formal award of a grant requiring a local match. Funds shall be released following Commission approval of the grant award and execution of the grant agreement. Unused match funds not needed for an awarded grant shall be returned to the reserve.

8.4 Capital Replacement Reserve

The Capital Replacement Reserve shall be used in accordance with the adopted five-year Capital Improvement Plan (CIP). Expenditures from this reserve require specific appropriation in the annual budget or a supplemental appropriation approved by the Commission.

8.5 Prohibited Uses

No reserve established under this policy may be used for the following:

- Recurring operational expenses that can and should be funded through normal annual appropriations.
- Salary increases or benefit enhancements that create permanent fiscal obligations, unless offset by identified ongoing revenues.
- Speculative or discretionary projects that are not consistent with an adopted capital plan.

- Any purpose that would cause the unrestricted General Fund balance to fall below the 16.7% minimum, except as provided in Section 9 with an adopted replenishment plan.

Section 9 — Reserve Replenishment

The Commission is committed to restoring reserve balances to their target levels following any draw-down. The following replenishment standards apply:

Reserve Tier	Replenishment Standard
Operating Reserve	If balance falls below the 25% target (but above the 16.7% minimum), the County shall include in each subsequent annual budget an amount sufficient to restore the target within three (3) fiscal years. Amounts equal to not less than 10% of the deficit shall be budgeted annually.
Operating Reserve — Below Minimum	If balance falls below the 16.7% GFOA minimum floor, the County Administrator shall notify the Commission within 30 days. A replenishment plan shall be presented within 90 days and adopted by resolution. Replenishment shall be completed within two (2) fiscal years.
Disaster / Emergency Reserve	Following any draw-down, the County shall replenish the reserve within three (3) fiscal years, or as soon as fiscally practicable, through annual budget appropriations from year-end surpluses or identified funding sources.
Grant Match Reserve	Upon expenditure of match funds, the reserve shall be replenished in the subsequent fiscal year budget or within 24 months if constrained by budget capacity.
Capital Replacement Reserve	Annual contributions shall be established in the CIP process and appropriated in the annual budget, with the goal of maintaining the minimum $500,000 floor at all times.

Nothing in this section shall be construed to prohibit the Commission from adopting a longer replenishment period upon a finding that economic or fiscal conditions make a shorter timeline infeasible, provided such finding is documented in Commission minutes.

Section 10 — Surplus Fund Balance Management

When year-end unrestricted fund balance exceeds the combined reserve targets established in Section 6, the resulting surplus shall be managed as follows, in priority order:

5. First, replenish any depleted reserve tier to its target level.
6. Second, fund identified one-time capital needs consistent with the adopted CIP or emerging infrastructure priorities.
7. Third, reduce or defease outstanding debt obligations when economically advantageous.
8. Fourth, fund non-recurring community investments or special projects, upon specific Commission authorization.
9. Fifth, consider a one-time tax relief measure or revenue stabilization mechanism, at the Commission's discretion.

The Commission shall avoid appropriating surplus fund balance to fund recurring operating expenditures. Consistent structurally positive fund balance trends should prompt a reassessment of reserve targets and, where appropriate, consideration of tax relief or service enhancements funded on a sustainable basis.

Section 11 — Reporting, Monitoring, and Accountability

11.1 Annual Reporting

The County Administrator (or designated CFO/Finance Director) shall present to the Commission an annual Fund Balance Reserve Report that includes:

- The current balance in each reserve tier at fiscal year-end.
- A comparison of actual balances to the policy minimum and target levels established in Section 6.
- Explanation of any variance between actual and target levels, with a recommended remediation timeline.
- A projection of reserve balances for the upcoming fiscal year based on the proposed budget.
- Any changes in risk factors affecting reserve adequacy.

This report shall be presented to the Commission no later than 90 days after fiscal year-end and shall be included in the annual budget documentation.

11.2 Budget Integration

Reserve levels shall be reflected in each annual budget document in a manner consistent with GFOA's best practice on budget presentation. Beginning and ending fund balance projections, by tier, shall be disclosed in the budget narrative. The Commission shall not adopt a budget that projects year-end fund balance below the 16.7% minimum without simultaneously adopting a formal replenishment plan.

11.3 Audit and External Review

Reserve levels and classifications shall be subject to review by the Alabama Department of Examiners of Public Accounts in the annual audit. Any audit finding related to fund balance classification or reserve adequacy shall be reported to the Commission and addressed within 180 days.

11.4 Rating Agency Disclosure

In connection with any debt issuance or credit rating review, the County's fund balance reserve position shall be disclosed to rating agencies as a factor supporting fiscal strength. The Commission acknowledges that maintenance of reserves above the GFOA minimum is a positive credit factor and supports the County's borrowing costs and financial reputation.

Section 12 — Policy Review and Amendment

This policy shall be reviewed annually in connection with the budget process. A comprehensive review shall occur no less frequently than every three years and shall consider changes in:

- The County's fiscal environment, revenue base, and expenditure obligations.
- GFOA best practice guidance on fund balance and reserves.
- State law or regulatory requirements affecting county fiscal management.
- Economic conditions affecting sales tax volatility or expenditure pressures.
- The County's capital program, debt profile, or grant pipeline.

This policy may be amended by formal resolution of the Commission. Amendments shall be effective upon adoption and shall be incorporated into the subsequent annual budget document.

Section 13 — Adoption and Resolution

This Fund Balance Reserve Policy is hereby adopted by the Cullman County Commission by Resolution No. _____ on the 11th day of August ____, 2026, and shall take effect on 10/1/26, coinciding with the commencement of Fiscal Year 2027.

Chairman, Cullman County Commission
Jeff Clemons

County Administrator / Clerk

APPENDIX A — GFOA BEST PRACTICE ALIGNMENT SUMMARY

GFOA Guidance Element	GFOA Recommendation	Cullman County Policy
Formal Written Policy	Adopt a formal written fund balance policy	Adopted by Commission resolution — Policy No. FIN-FB-2025-01
Minimum Reserve Level	No less than 2 months (16.7%) of GF expenditures	Minimum 16.7%; Target 25% (3 months)
Above-Minimum Justification	Document reasons for above-minimum reserve levels	Section 6.3 documents five County-specific risk factors
GASB 54 Compliance	Classify fund balance per GASB Statement No. 54	Section 5 adopts GASB 54 hierarchy and spend-down order
Authority to Commit/Assign	Identify the level of authority to commit and assign fund balance	Section 5.2: Commission commits; Administrator assigns
Replenishment Provisions	Include provisions to restore reserve if drawn down	Section 9 provides tiered replenishment timelines
Surplus Management	Address how surplus fund balance will be managed	Section 10 provides five-level surplus prioritization
Annual Review	Review the policy at least annually	Section 12 mandates annual review with 3-year comprehensive review
Budget Integration	Disclose beginning and ending fund balance in budget	Section 11.2 requires annual budget integration disclosure
Risk-Based Reserve Analysis	Use risk analysis to calibrate reserve levels (2023 guidance)	Multi-tier structure in Section 6 reflects risk-based approach

APPENDIX B — KEY FISCAL DATA (FY 2026 ADOPTED BUDGET)

Metric	Amount / Value
Total County Budget (All Funds)	**$57,300,000**
General Fund Budget	**$35,914,519**
Largest Revenue Source — Sales Tax	**$15,100,000**
Second Largest Revenue Source — Property Tax	**$9,860,000**
Public Safety Allocation	**$19,300,000 (33.6% of total budget)**
Roads & Infrastructure Allocation	**$14,100,000 (24.7% of total budget)**
Community Programs Allocation	**$4,600,000**
FY 2026 Projected Unrestricted Fund Balance	**$10,808,945**
GFOA 2-Month Minimum (FY 2026)	**$5,980,000**
County Population (2024)	**92,604**
County Area	**734 square miles**
Fiscal Year	**October 1 – September 30**

Sources: Cullman County Commission FY 2026 Adopted Budget; GFOA Best Practice — Fund Balance Guidelines for the General Fund; GASB Statement No. 54

NOTES:

INVOICE NO. 393151

Invoice

BILL TO	SERVICE PERFORMED AT
	Brushy Road Community Center
ADDRESS	ADDRESS
	2729 Co Rd 143
CITY, STATE, ZIP	CITY, STATE, ZIP
	Brierfield, AL 35033

CUSTOMER ORDER NO.	SOLD BY	TERMS	DATE
204195	Jeremy Coffee		8/29/2026

Install Flooring $1.00 per Sq ft. (Labor)			2300 00
Total			2300 00

Jeremy Coffee



Proposal

ORTIZ CONCRETE

DRIVEWAY - SIDEWALK - SLAB - STEPS - POOLS

PROPOSAL SUBMITTED TO:

NAME: Cullman County

ADDRESS: Smith lake Park — 73 CO Rd 635, Hanceville AL 35077

PHONE NO.: Kenneth Cornelius 256-550-0495 — 256-339-4306 / 256-352-1947

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Concrete Work

Form. and finish. #1.85 per Square Ft.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Dollars ($) with payments to be made as follows.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

This proposal may be withdrawn by us if not accepted within days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature

Date

Signature

WALKER BROTHERS LTD.

BAILEYTON 796-2211

OPEN MON. - FRI. 7 AM - 5 PM, 7 AM - NOON SAT.

QUOTE

P.O. Box 10
79 Schoolhouse Rd
Baileyton, AL 35019
256-796-2211

INVOICE #	0
ACCOUNT #	
DATE	09-Jul-26
TIME	13:16
EMPLOYEE	529 - TYLER P.
TERMINAL	35
PAGE #	1

SOLD TO:

SHIP TO:

ITEM	DESCRIPTION	QTY	SALE	U/M	EXT
RMESQUITE	RESOLVE 6.0MM 30.04 SF MESQUITE	2313.08	3.49 3.95	EACH	8072.65
77 ctns					
612B	12'X100' 6 MILL BLACK POLY	2.00	48.00	ROLL	96.00
R3IN1	RESOLVE 3 IN 1 TRIM	7.00	50.00	EACH	350.00

I AGREE TO PAY THE ABOVE TOTAL ACCORDING TO THE POSTED TERMS AND CONDITIONS

SUBTOTAL $	8,518.65
TAX $	724.09
TOTAL $	9,242.74

SIGNATURE Authorized Signer

We're your source for
seasonal supplies and
all your hardware needs.

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

Cullman County COMMISSION

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

Cullman County Engineering Department

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

July 29, 2026

Proposed considerations for upcoming Commission meeting on August 11, 2026.

- Proposed plat Smith Subdivision on Hwy 91. A minor subdivision containing 10 Lots in Commission District 3. The subdivision is located 1.5 miles East of Walter Fire Department on Hwy 91 and the corner of County Road 787.

APPLICATION
for
PERMIT TO DEVELOP LAND

(Must Attach Proposed Plat)

Cullman County Date 6-29-2026

Subdivision Name Smith S/D on Hwy 91

Location _____

_____

_____

No. Proposed Lots 10 Type: Major X Minor

Total acres 45.6 acres +-

Total Length Proposed Road(s) 0

Owner(s) Developer(s) Kenneth Douglas

Mailing Address 34315 AL Highway 91

Cullman AL 35055

Phone # 407-402-2205

Fax # _____

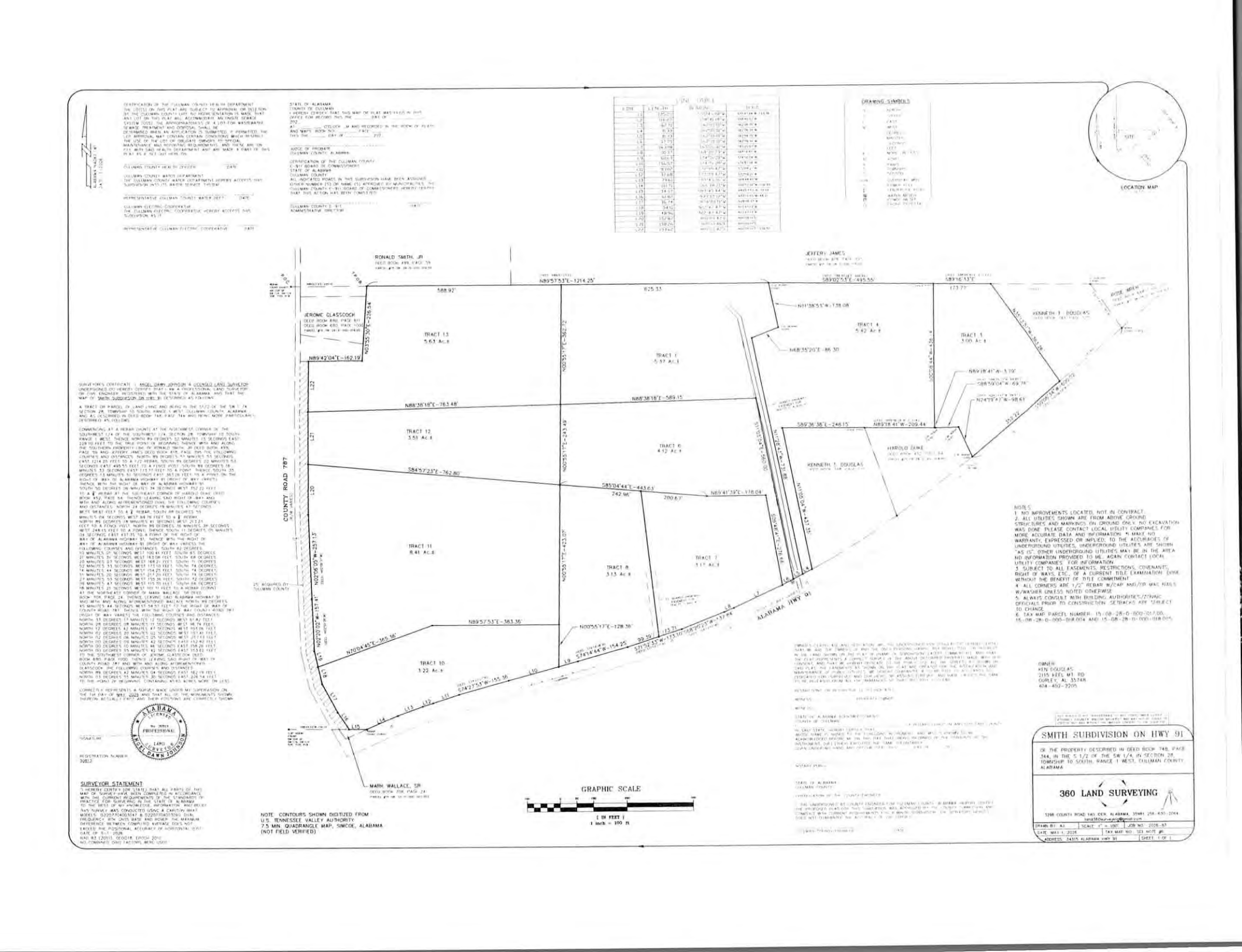
Email ken.douglas@live.com

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

Owner(s) Developer(s) Signature

30 June 2026

Date



CERTIFICATION OF THE CULLMAN COUNTY HEALTH DEPARTMENT
THE LOT(S) ON THIS PLAT ARE SUBJECT TO APPROVAL OR DISAPPROVAL BY THE CULLMAN COUNTY HEALTH DEPARTMENT. IT IS UNLAWFUL TO SELL ANY LOT ON THIS PLAT WILL ACCOMMODATE ON-LOT SEWAGE DISPOSAL SYSTEM(S), THE APPROPRIATE(S) OF A LOT FOR WASTEWATER SEWAGE TREATMENT AND DISPOSAL SHALL BE DETERMINED WHEN AN APPLICATION IS SUBMITTED. IF PERMITTED, THE LOT APPROVAL MAY CONTAIN CERTAIN CONDITIONS WHICH RESTRICT THE USE OF THE LOT OR OBLIGATE OWNERS TO SPECIAL MAINTENANCE AND REPORTING REQUIREMENTS, AND THESE ARE ON FILE WITH SAID HEALTH DEPARTMENT AND ARE MADE A PART OF THIS PLAT AS IF NOT SET FORTH.

CULLMAN COUNTY HEALTH OFFICER _____ DATE

CULLMAN COUNTY WATER DEPARTMENT
THE CULLMAN COUNTY WATER DEPARTMENT HEREBY ACCEPTS THIS SUBDIVISION INTO ITS WATER SERVICE SYSTEM.

REPRESENTATIVE CULLMAN COUNTY WATER DEPT. _____ DATE

CULLMAN ELECTRIC COOPERATIVE
THE CULLMAN ELECTRIC COOPERATIVE HEREBY ACCEPTS THIS SUBDIVISION AS IT

REPRESENTATIVE CULLMAN ELECTRIC COOPERATIVE _____ DATE

STATE OF ALABAMA
COUNTY OF CULLMAN
I HEREBY CERTIFY THAT THIS MAP OF PLAT WAS FILED IN THIS OFFICE FOR RECORD THIS THE _____ DAY OF _____, 202__, AT _____ O'CLOCK __M AND RECORDED IN THE BOOK OF PLATS AND MAPS, BOOK NO. _____, PAGE _____.
THIS THE _____ DAY OF _____, 202__.

JUDGE OF PROBATE
CULLMAN COUNTY, ALABAMA

CERTIFICATION OF THE CULLMAN COUNTY
E-911 BOARD OF COMMISSIONERS
STATE OF ALABAMA
CULLMAN COUNTY
ALL INDICATED ROADS IN THIS SUBDIVISION HAVE BEEN ASSIGNED (OTHER NUMBER (S) OR NAME (S) APPROVED BY MUNICIPALITIES, THE CULLMAN COUNTY E-911 BOARD OF COMMISSIONERS HEREBY CERTIFY THAT SUCH ACTION HAS BEEN DULY TAKEN.

CULLMAN COUNTY E-911 _____ DATE
ADMINISTRATIVE DIRECTOR

LINE	LENGTH	BEARING
L1	125.00	S74°27'53"W
L2	116.07	N89°57'53"E
L3	67.31	N70°04'45"E
L4	9.33	N00°55'17"E
L5	81.03	N89°57'53"E
L6	37.75	S74°27'53"W
L7	16.29	S71°52'53"W
L8	30.37	S74°27'53"W
L9	66.67	S74°27'53"W
L10	154.57	S74°27'53"W
L11	87.60	S74°27'53"W
L12	37.68	S74°27'53"W
L13	79.82	S74°27'53"W
L14	81.70	S74°27'53"W
L15	34.37	S74°27'53"W
L16	64.82	S74°27'53"W
L17	76.74	S74°27'53"W
L18	54.11	S74°27'53"W
L19	48.94	S74°27'53"W
L20	157.82	S74°27'53"W
L21	138.26	S74°27'53"W
L22	137.61	S74°27'53"W

DRAWING SYMBOLS

SURVEYOR'S CERTIFICATE: I, ANGEL DAWN JOHNSON, A LICENSED LAND SURVEYOR, UNDERSIGNED, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR OR CIVIL ENGINEER REGISTERED WITH THE STATE OF ALABAMA AND THAT THE MAP OF SMITH SUBDIVISION ON HWY 91 DESCRIBED AS FOLLOWS:

A TRACT OF PARCEL OF LAND LYING AND BEING IN THE S1/2 OF THE SW 1/4 SECTION 28, TOWNSHIP 10 SOUTH, RANGE 1 WEST, CULLMAN COUNTY, ALABAMA AND AS DESCRIBED IN DEED BOOK 748, PAGE 344 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A REBAR (OUNT) AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 28, TOWNSHIP 10 SOUTH, RANGE 1 WEST; THENCE NORTH 89 DEGREES 57 MINUTES 53 SECONDS EAST 229.10 FEET TO THE TRUE POINT OF BEGINNING; THENCE WITH AND ALONG THE SOUTHERN PROPERTY LINE OF RONALD SMITH, JR (DEED BOOK 899, PAGE 59) AND JEFFERY JAMES (DEED BOOK 815, PAGE 705) THE FOLLOWING COURSES AND DISTANCES: NORTH 89 DEGREES 57 MINUTES 53 SECONDS EAST 1214.25 FEET TO A 1/2" REBAR; SOUTH 89 DEGREES 02 MINUTES 53 SECONDS EAST 495.55 FEET TO A FENCE POST; SOUTH 84 DEGREES 16 MINUTES 33 SECONDS EAST 173.77 FEET TO A POINT; THENCE SOUTH 35 DEGREES 13 MINUTES 51 SECONDS EAST 367.26 FEET TO A POINT ON THE RIGHT OF WAY OF ALABAMA HIGHWAY 91 (RIGHT OF WAY VARIES); THENCE WITH THE RIGHT OF WAY OF ALABAMA HIGHWAY 91 SOUTH 50 DEGREES 06 MINUTES 31 SECONDS WEST 352.22 FEET TO A 1/2" REBAR AT THE SOUTHEAST CORNER OF HAROLD DUKE (DEED BOOK 452, PAGE 84); THENCE LEAVING SAID RIGHT OF WAY AND WITH AND ALONG AFOREMENTIONED DUKE THE FOLLOWING COURSES AND DISTANCES: NORTH 24 DEGREES 18 MINUTES 47 SECONDS WEST 98.61 FEET TO A 1/2" REBAR; SOUTH 89 DEGREES 59 MINUTES 04 SECONDS WEST 69.78 FEET TO A 1/2" REBAR; NORTH 89 DEGREES 18 MINUTES 41 SECONDS WEST 3.79 FEET TO A FENCE POST; NORTH 11 DEGREES 38 MINUTES 55 SECONDS WEST 138.08 FEET TO A FENCE POST; NORTH 68 DEGREES 55 MINUTES 20 SECONDS EAST 86.30 FEET TO A FENCE POST; NORTH 11 DEGREES 38 MINUTES 55 SECONDS WEST 436.44 FEET TO A 1/2" REBAR; NORTH 89 DEGREES 41 MINUTES 39 SECONDS WEST 209.44 FEET TO A 1/2" REBAR; SOUTH 89 DEGREES 36 MINUTES 38 SECONDS WEST 246.15 FEET TO A 1/2" REBAR; SOUTH 85 DEGREES 04 MINUTES 44 SECONDS WEST 443.63 FEET TO A 1/2" REBAR; SOUTH 84 DEGREES 57 MINUTES 23 SECONDS WEST 762.80 FEET TO A 1/2" REBAR; SOUTH 88 DEGREES 38 MINUTES 18 SECONDS WEST 589.15 FEET TO A 1/2" REBAR; SOUTH 89 DEGREES 42 MINUTES 04 SECONDS WEST 162.19 FEET TO A 1/2" REBAR; NORTH 03 DEGREES 55 MINUTES 30 SECONDS EAST 286.54 FEET TO THE POINT OF BEGINNING; CONTAINING 49.65 ACRES, MORE OR LESS.

I CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE 1st DAY OF MAY, 2026 AND THAT ALL OF THE MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN.

ALABAMA LICENSED No. 30813 PROFESSIONAL LAND SURVEYOR ANGEL DAWN JOHNSON

SIGNATURE

REGISTRATION NUMBER
30813

SURVEYOR STATEMENT

I, HEREBY CERTIFY (OR STATE) THAT ALL PARTS OF THIS MAP OF SURVEY HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF. THIS SURVEY WAS CONDUCTED USING A CARLSON BRX7 MODELS: 0320717040030147 & 0320717040015060, DUAL FREQUENCY, RTK GNSS BASE AND ROVER. THE MINIMUM DIFFERENCE BETWEEN COMPUTED MISTAKE DOES NOT EXCEED THE POSITIONAL ACCURACY OF HORIZONTAL (0.07' DATE OF 5.1' (1:2000).
NAD 83 (2011), GEOID18, EPOCH 2010
NO COMMENTS OTHER FACTORS, BEING USED

NOTE: CONTOURS SHOWN DIGITIZED FROM U.S. TENNESSEE VALLEY AUTHORITY 7.5 MIN. QUADRANGLE MAP, SIMCOE, ALABAMA (NOT FIELD VERIFIED)

NOTES
1. NO IMPROVEMENTS LOCATED, NOT IN CONTRACT.
2. ALL UTILITIES SHOWN ARE FROM ABOVE GROUND STRUCTURES AND MARKINGS ON GROUND ONLY. NO EXCAVATION WAS DONE. PLEASE CONTACT LOCAL UTILITY COMPANIES FOR MORE ACCURATE DATA AND INFORMATION. IT MAY NOT WARRANTY, EXPRESSED OR IMPLIED, TO THE ACCURACIES OF UNDERGROUND UTILITIES. UNDERGROUND UTILITIES ARE SHOWN "AS IS". OTHER UNDERGROUND UTILITIES MAY BE IN THE AREA NO INFORMATION PROVIDED TO ME. AGAIN CONTACT LOCAL UTILITY COMPANIES FOR INFORMATION.
3. SUBJECT TO ALL EASEMENTS, RESTRICTIONS, COVENANTS, RIGHT OF WAYS, ETC., OF A CURRENT TITLE EXAMINATION DONE WITHOUT THE BENEFIT OF TITLE COMMITMENT.
4. ALL CORNERS ARE 1/2" REBAR W/CAP AND/OR MAG NAILS W/WASHER UNLESS NOTED OTHERWISE.
5. ALWAYS CONSULT WITH BUILDING AUTHORITIES/ZONING OFFICIALS PRIOR TO CONSTRUCTION. SETBACKS ARE SUBJECT TO CHANGE.
6. TAX MAP PARCEL NUMBER: 15-08-28-0-000-017.000, 15-08-28-0-000-018.004 AND 15-08-28-0-000-018.005.

OWNER
KEN DOUGLAS
2115 BEFL MT. RD
GURLEY, AL 35748
601-402-2205

SMITH SUBDIVISION ON HWY 91

OF THE PROPERTY DESCRIBED IN DEED BOOK 748, PAGE 344, IN THE S 1/2 OF THE SW 1/4, IN SECTION 28, TOWNSHIP 10 SOUTH, RANGE 1 WEST, CULLMAN COUNTY, ALABAMA

360 LAND SURVEYING

5298 COUNTY ROAD 340, DECATUR, ALABAMA, 35981 | 256-650-2044
landsurveying@gmail.com

DRAWN BY: AJ	SCALE: 1" = 100'	JOB NO.: 2026-87	
DATE: MAY 1, 2026	TAX MAP NO.: 523, NOTE #5		
ADDRESS: 34315 ALABAMA HWY 91	SHEET: 1 OF 1		

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

Cullman County COMMISSION

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

Cullman County Engineering Department

2883 Highway 69 North ~ Cullman AL 350583
Phone: 256-796-1336 Fax: 256-796-7039

August 3, 2026

Proposed considerations for upcoming Commission meeting on August 11, 2026.

- Consider extension of existing surety bond in the amount of $127,195.20 for Kingfisher Subdivision Phase 1C, located in Commission District 1 on the corner of Hwy 278 and County Road 1616.

CONTINUATION CERTIFICATE

SIRIUSPOINT AMERICA INSURANCE COMPANY ..Surety upon

a certain Bond No. SPA150680_005

dated effective August 23, 2023
(MONTH-DAY-YEAR)

on behalf of RAM-Kingsfisher Subdivision Partners, LLC
(PRINCIPAL)

and in favor of Cullman County
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on August 23, 2026
(MONTH-DAY-YEAR)

and ending on August 23, 2027
(MONTH-DAY-YEAR)

Amount of bond One Hundred Twenty Seven Thousand One Hundred Ninety Five and 20/100 Dollars ($127,195.20)

Description of bond Subdivision Performance Bond

Premium $3,498.00

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on July 31st, 2026
(MONTH-DAY-YEAR)

SIRIUSPOINT AMERICA INSURANCE COMPANY

1 World Trade CTR, 285 Fulton ST, 47TH FL STE 47J, New York, NY 10007

Attorney-in-Fact Richard H. Mitchell

McGriff, a Marsh & McLennan Agency LLC company
Agent

2000 International Park Drive, Suite 600, Birmingham, AL 35243
Address of Agent

205-583-9597
Telephone Number of Agent

SE 8-08

POWER OF ATTORNEY
SIRIUSPOINT AMERICA INSURANCE COMPANY
NEW YORK

MGFBHM01_0323

KNOW ALL MEN BY THESE PRESENTS That SiriusPoint America Insurance Company (the "Company"), a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted on August 27,2024 by Unanimous Written Consent of the Board of the Directors of the Company, to wit:

RESOLVED, that the President, Senior Vice President, Chief Financial Officer, Secretary or the Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as co-surety. Such authority can be executed by use of facsimile signature.

Does hereby nominate, constitute and appoint:

William M. Smith, Robert R. Freel, Richard H. Mitchell, Mark W. Edwards, II, Jeffrey M. Wilson, Anna Childress, Alisa B. Ferris, Joshua T. Jones, Brittany L. Manna

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) and to bind the Company thereby as fully and to the same extent as of same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of

$76,472,215 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary may from time to time and at any time remove such appointee and remove the power given to him or her.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of these present, shall be binding under said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their own proper persons.

IN WITNESS WHEREOF, SiriusPoint America Insurance Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its President this tenth day of October, 2024.

SiriusPoint America Insurance Company

SIRIUSPOINT AMERICA INSURANCE COMPANY CORPORATE SEAL 1979 NEW YORK

Paul Mihulka
President

State of New York
County of New York

On this tenth day of October 2024, before me a Notary Public of the State of New York, in and for the County of New York, duly commissioned and qualified, came Paul Mihulka, President, of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

SUSAN HISCOCK
Notary Public - State of New York
NO. 01HI6444797
Qualified in Richmond County
My Commission Expires Dec 5, 2026

Susan Hiscock
Notary Public
My Commission expires Dec. 5, 2026

STATE OF New York
COUNTY OF New York

I, Paul Mihulka, President of SiriusPoint America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney, is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Company on the 21st day of July 20 25.

SIRIUSPOINT AMERICA INSURANCE COMPANY CORPORATE SEAL 1979 NEW YORK

Paul Mihulka
President

SURETY RIDER

To be attached to and form a part

of Bond No. SBP150680_003

Type of Bond: Subdivison Performance Bond

dated effective 08/23/2023
(MONTH-DAY-YEAR)

executed by Ram-Kingfisher Subdivision Partners, LLC , as Principal.
(PRINCIPAL)

and by Pennsylvania Insurance Company , as Surety,

in favor of Cullman County
(OBLIGEE)

in consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

Bond Number and Surety Company

from: SBP150680_003 and Pennsylvania Insurance Company

to: SPA150680_005 and SiriusPoint America Insurance Company

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated

This rider is effective: August 23, 2026
(MONTH DAY YEAR)

Signed and Sealed 08/23/2023
(MONTH-DAY-YEAR)

Ram-Kingfisher Subdivision Partners, LLC
(PRINCIPAL)

By _____
(PRINCIPAL)

SiriusPoint America Insurance Company
(SURETY)

By _____
(ATTORNEY-IN-FACT) Richard A. Wilson

S-0443/GE 8/08

POWER OF ATTORNEY
SIRIUSPOINT AMERICA INSURANCE COMPANY
NEW YORK

MGFBHM01_0323

KNOW ALL MEN BY THESE PRESENTS: That SiriusPoint America Insurance Company (the "Company"), a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted on August 27,2024 by Unanimous Written Consent of the Board of the Directors of the Company, to wit:

RESOLVED, that the President, Senior Vice President, Chief Financial Officer, Secretary or the Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as co-surety. Such authority can be executed by use of facsimile signature.

Does hereby nominate, constitute and appoint:

William M. Smith, Robert R. Freel, Richard H. Mitchell, Mark W. Edwards, II, Jeffrey M. Wilson, Anna Childress, Alisa B. Ferris, Joshua T. Jones, Brittany L. Manna

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) and to bind the Company thereby as fully and to the same extent as of same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$76,472,215 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary may from time to time and at any time remove such appointee and remove the power given to him or her.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of these present, shall be binding under said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their own proper persons.

IN WITNESS WHEREOF, SiriusPoint America Insurance Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its President this tenth day of October, 2024.

SiriusPoint America Insurance Company

SIRIUSPOINT AMERICA INSURANCE COMPANY CORPORATE SEAL 1979 NEW YORK

Paul Mihulka
President

State of New York
County of New York

On this tenth day of October 2024, before me a Notary Public of the State of New York, in and for the County of New York, duly commissioned and qualified, came Paul Mihulka, President, of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

SUSAN HISCOCK
Notary Public - State of New York
NO. 01HI6444797
Qualified in Richmond County
My Commission Expires Dec 5, 2026

Susan Hiscock
Notary Public
My Commission expires Dec. 5, 2026

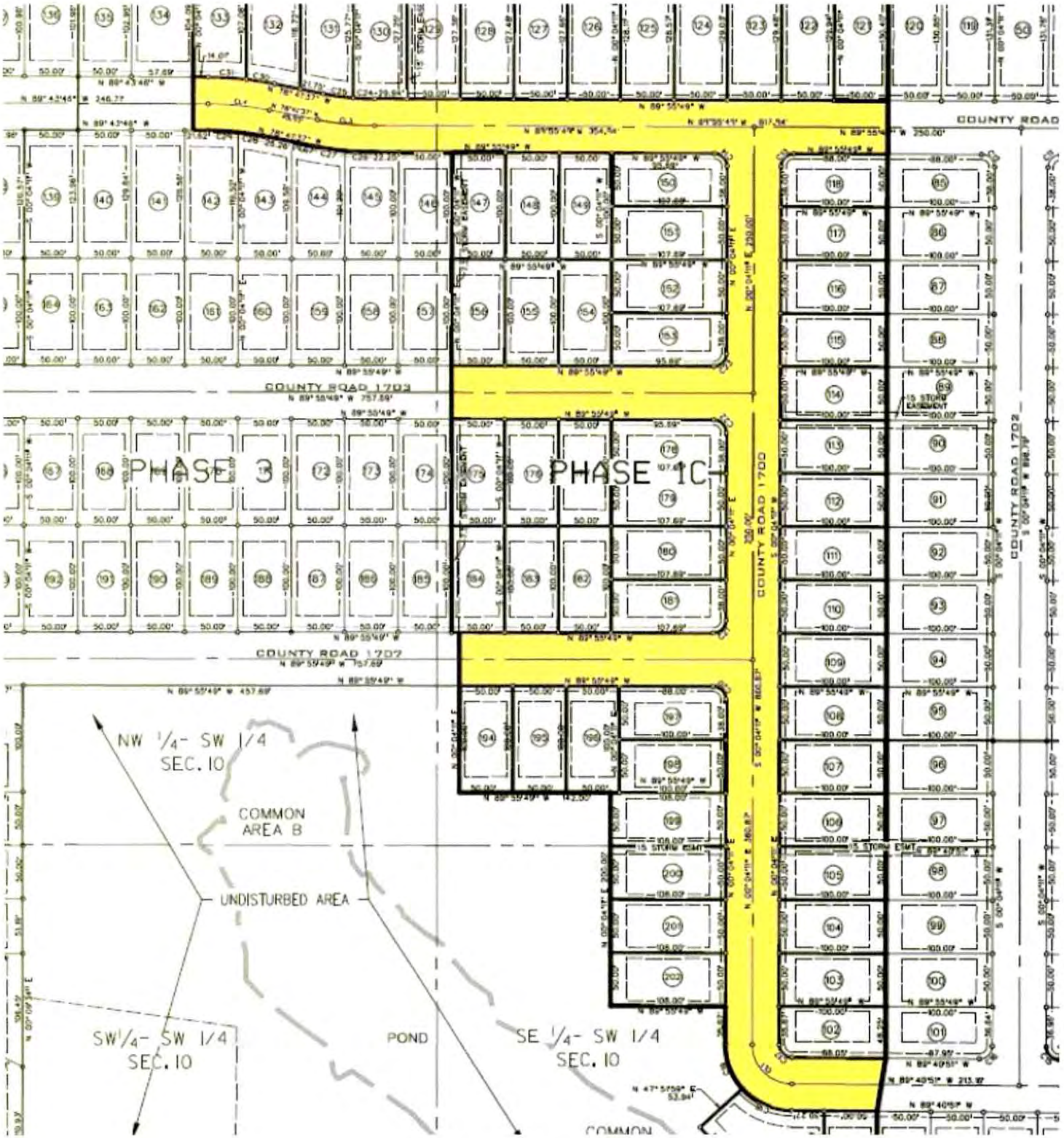
STATE OF New York
COUNTY OF New York

I, Paul Mihulka, President of SiriusPoint America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney, is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 31st day of July, 20 26.

SIRIUSPOINT AMERICA INSURANCE COMPANY CORPORATE SEAL 1979 NEW YORK

Paul Mihulka
President


PHASE 3
PHASE 1C
COUNTY ROAD 1703
COUNTY ROAD 1707
COUNTY ROAD 1700
COUNTY ROAD 1702
COUNTY ROAD
NW 1/4 - SW 1/4
SEC. 10
COMMON
AREA B
UNDISTURBED AREA
SW 1/4 - SW 1/4
SEC. 10
POND
SE 1/4 - SW 1/4
SEC. 10
15' STORM EASEMENT

OFFICE OF THE SHERIFF

1910 Beech Avenue, S.E.
Cullman, Alabama 35055

Telephone (256) 734-0342
Jail Division (256) 735-2400
FAX (256) 737-9868

MATT GENTRY
SHERIFF

August 2, 2026

Cullman County Commission
Jeff Clemons, Chairman
500 2nd Ave SW
Cullman, AL 35055

Dear Chairman Clemons,

The Cullman County Detention Center would like to thank the commission for accepting bids for the Jail Supplies and Chemicals (Bid No. 1505) for the 2026/2027 fiscal year. All bids received were opened on July 30, 2026. We would like to express our gratitude and appreciation for all bids received.

For the 2026/2027 fiscal year, the Cullman County Detention Center awards the Jail Supplies and Chemicals bid to American Paper & Twine for the Supplies Majority, and to Central Paper for the Supplies Partial including the Laundry and Kitchen Chemicals.

Sincerely,

SBlack

Captain Susan Black
Jail Administrator

Bid No.1505

INVITATION TO BIDDERS

The Cullman County Commission will receive sealed bids until **2:00 p.m. on Thursday, July 30, 2026**, in **Room 105 of the Cullman County Courthouse**, Cullman, Alabama, for jail chemical and supply sourcing. At that time, all properly submitted bids will be publicly opened and read aloud.

Deliveries will be accepted Monday through Friday between 8:00 a.m. and 4:00 p.m. Bidder must be able to deliver products within fourteen (14) days of order date.

Bid may be awarded whole or in part.

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

If you have any questions regarding this bid, please contact Susan Black, Cullman County Sheriff's Office, directly at 256-775-4714, or email sblack@cullmansheriff.org .

Strickland Companies
Company

481 Republic Circle
Mailing Address

Birmingham, AL 35214
205-798-3000
Phone/Fax

Lori Bean
Representative (please print)

Lori Bean
Representative (signature)

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

SPECIFICATIONS
SUPPLIES FOR CULLMAN COUNTY

APPROXIMATE QUANTITY	Item Description	Price per gal,case, ect.	Extended Total
50 Cases	Chlorine Bleach: Clorox, or equivalent, 6/ 1 gallon containers per case	$29.43/CS	$1471.50
150 Cases	Clorox or equivalent wipes, 35 wet wipes per container, 12 containers per case	$41.50/CS	$6225.00
2 Containers	Spartan floor wax or equivalent, 5-gal containers	$108.74	$217.48
2 Containers	Spartan wax stripper or equivalent, 5-gal containers	$103.46	$206.92
2 Boxes	Blue SCRUBBING Pad, 20", box of 5 pads	$32.82/BX	$65.64
2 Boxes	White POLISH Pad, 20", box of 5 pads	$27.02/BX	$54.04
2 boxes	Red BUFFING Pad, 20", box of 5 pads	$27.02/BX	$54.04
2 Boxes	Black STRIPPING Pad, 20", box of 5 pads	$22.94/BX	$45.88
5 ea.	Auto/Car Wash Bucket, 5 gal.	NO BID	NO BID
2 Cases	Fabuloso Multipurpose Cleaner, Lavender, 4/1 gal	$36.96/CS	$73.92
50 Cases	Anti-bacterial hand soap, NON-FOAMING, 4 one gal container/per case	$78.92/CS	$3946.00
2 Cases	Dawn dish soap, case of 4-one gal bottles	$137.39/CS	$274.78
40 Cases	Maxim Mystic Orange, or equivalent Multi Purpose D qt bottles, 12/case	$51.04/CS	$2041.60
75 Cases	Capri Original Liquid Deodorant, or equivalent odor el qt bottles, 12/case	$71.03/CS	$5327.25
30 Cases	No-Rinse floor cleaner, 4gal/case (Simplicity)	$45.68/CS	$1370.40
40 Cases	Urine Screen, case of 6 10 screens	$18.81/CS 10	$752.40
20 Cases	Lysol, or equivalent aerosol disinfectant, case of 12 19	$123.10/CS	$2462.00
5 Cases	Diversey Glass Non-Ammoniated Glass Clean J Fill, 2 2 bottles	$169.02/CS	$845.10
20 Cases	Diversey Stride DC Floral Concentrate, case of 2 2.5 L	$299.49	$5989.80
10 Cases	Diversey Triad 111 Concentrate, case of 2 2 5 L bottle	NO BID	NO BID
100 ea.	9 Trigger sprayers for 32oz bottle	$1.24/EA	$124.00

APPROXIMATE QUANTITY	Item Description		
100 ea.	32 oz. spray bottles	$1.11/EA	$111.00
5 ea.	2 gallon pump sprayer	$121.78/EA	$608.90
10 ea.	Dustpan	$3.46/EA	$34.60
6 ea.	Plastic 35 qt. large commercial mop bucket w/ plastic NO METAL	$48.51/EA	$291.06
30 ea	Plastic Scrub and Dry Squeegee	$19.48/EA	$584.40
20 ea	Wood Handle, Threaded. Lacquered, 48" long	$5.97/EA	$119.40
50 ea	Upright brooms, wooden handles, corn bristle, non-a METAL outside nor inside bristles	$10.66/EA	$533.00
100 Cases	Mop heads, cotton 24 oz, 12-24oz/case (compatible w handle)	$95.88/CS	$9588.00
10 ea	Mop handles, wooden – NO METAL	NO BID	NO BID
5 Cases	24" Dust mop heads	$99.87/CS	$499.35
10 Cases	36" Dust mop heads, 12/case	$81.51/CS	$815.10
10 Cases	Griddle Grill Bricks, 12/case	$33.73/CS	$337.30
40 Cases	Abrasive scouring pads; Brillo or equivalent, 4"x4" ste pads w/ cleaner	$56.68/CS	$2267.20
150 Boxes	Scouring scrub pads (no sponge) 6x9in 20/box (Triple Cases	$22.64/CS	$3396.00
30 Cases	Stainless Steel Scrub pads, 6/box 12 boxes/case	$51.62/CS	$1548.60
50 Boxes	Zip lock quart bags, 500/box	$25.14/CS	$1257.00
20 Boxes	Zip lock gallon bags, 250/box	$49.62/CS	$992.40
30 Cases	Zip lock Sandwich bags #20, 6x6, 1 4 MIL 1000/ ase	$11.88/CS	$356.40
300 Cases	Garbage bags, heavy duty white minimum capacity o 1 0/case	$48.72/CS	$14,616.00
50 Cases	S all garbage bags #33, 1000/case	$21.15/CS	$1057.50
30 Cases	1 " Styrofoam plates non ompartment 5000/cas	$37.39/CS	$1121.70
150 Cases	S yrofoam 3 Compartment carry out plates	$38.15/CS	$5722.40
0 Cases	2oz Styrofoam drinking cups 1000/cas	$59.08/CS	$1181.60
Cases	oz Styrofoam drinking ups, 1000/case	$85.36/CS	$1701.20

APPROXIMATE QUANTITY	Item Description	Price per gal,case, ect.	Extended Total
5 cases	12 oz. Styrofoam Bowls, 8/pks per case, 125/pk	$9.43/cs	$47.15
15 Cases	12oz. Styrofoam squat containers, 500/case	$81.78/cs	$1226.70
10 Cases	Lids for 16oz. squat containers, 1000/case	$128.95/cs	$1289.50
6 cases	Chinet Classic White, 9 3/4x12 1/2 Pltr 9 3/4" x 12 1/2", Oval Platter, 500/cs	$154.66/cs	$927.96
200 Cases	Brown roll paper towels, 12 rolls/case	$25.26/cs	$5052.00
60 Cases	Paper towels, double ply, 30/case	$31.96/cs	$1917.60
700 Cases	Toilet paper, double ply, 96/case	$43.90/cs	$30,730.00
50 Bundles	6lb brown bags, 500/bundle	$62.26/cs	$3113.00
20 ea.	18" x 2000' Food Film	$34.42/ea	$688.40
20 ea.	18" x 2000' Aluminum Foil	$103.13/ea	$2062.60
10 boxes	12x10.75 Aluminum Foil Sheets, 500/box	$160.43/ea	$1604.30
	Sub total		$ 128,953.17

***NOTE: MUST INCLUDE A 'PRICE QUOTE' THAT INCLUDES THE PRODUCT DESCRIPTION, PRODUCT NUMBER, UNIT OF MEASUREMENT (EACH, CASE, ETC.), QUANTITY OF '1', UNIT PRICE, AND EXTENDED PRICE. ALSO INCLUDE A CATALOG(S) FOR YOUR BUSINESS SO THAT ITEMS CAN BE CONFIRMED.

NOTE: WE HAVE SEVERAL DIVERSEY BRAND DILUTION DISPENSERS IN THE FACILITY. IF THE VENDOR IS UNABLE TO PROVIDE THE DIVERSEY BRAND CHEMICALS, THE VENDOR MUST PROVIDE NEW DILUTION DISPENSERS TO US FOR THE EQUIVALENT CONCENTRATE CHEMICALS THAT ARE LISTED ABOVE AT THE TIME OF BID APPROVAL AT THEIR COST.*

***NOTE: WOOD HANDLE MUST BE ABLE TO FIT BOTH PLASTIC SCRUB/DRY SQUEEGEE AND BROOM REPLACEMENT HEADS FOR KITCHEN USE.

The following items must be bid by the referenced brands due to the laundry and dishwasher dispensers currently in use. Cost to the county to change these machines will require that the Commission reject any bid proposing an alternative where bid specifications indicate a specific brand with no equivalent.

APPROXIMATE QUANTITY	Item Description	Price per gal,case, ect.	Extended Total
100 Each	Spartan Blue-Glo Hand Dishwashing Detergent, 5-gal	NO BID	
30 Each	CLF Color Safe Bleach, 15-gal	NO BID	
15 Each	CLF Liquid Alkali, 15 gal	NO BID	
20 Each	CLF Combo Sour/Soft, 15 gal	NO BID	
50 Each	CLF Laundry Detergent, 15-gal	NO BID	
30 Each	SparClean All-Temp Dish Machine Dish Detergent, 5-gal	NO BID	
10 Each	SparClean All-Temp Dish Machine Rinse Aid, 5-gal	NO BID	
10 Each	SparClean Low-Temp Dish Machine Sanitizer, 5-gal	NO BID	
30 Cases	Spartan San-T-10 Plus Sanitizer, 2/2.5-gal/ per case	NO BID	
	Sub total		$

***NOTE: MUST INCLUDE A 'PRICE QUOTE' THAT INCLUDES THE PRODUCT DESCRIPTION, PRODUCT NUMBER, UNIT OF MEASUREMENT (EACH, CASE, ETC.), QUANTITY OF '1', UNIT PRICE, AND EXTENDED PRICE. ALSO INCLUDE A CATALOG(S) FOR YOUR BUSINESS SO THAT ITEMS CAN BE CONFIRMED.

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Approximate Quantities given are estimates only; there are no guaranties to quantities that will be purchased.

GRAND TOTAL $ 128,953.17

Bid No.1505

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American Papy & Twine
Company a division of Imperial Bode
322 Bob Riley Dr.
Mailing Address
Muscle Shoals, AL 35661
256.383.3912
Phone/Fax
Benny Sivley
Representative (please print)
Benny Sivley
Representative (signature)

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

American Paper & Twine
7-29-2024

SPECIFICATIONS
SUPPLIES FOR CULLMAN COUNTY JAIL

APPROXIMATE QUANTITY	Item Description	Price per gal,case, ect.	Extended Total
50 Cases	Chlorine Bleach: Clorox, or equivalent, 6/ 1 gallon containers per case	23.40	1170.00
150 Cases	Clorox or equivalent wipes, 35 wet wipes per container, 12 containers per case	35.40	5310.00
2 Containers	Spartan floor wax or equivalent, 5-gal containers	70.90	141.80
2 Containers	Spartan wax stripper or equivalent, 5-gal containers	62.00	124.00
2 Boxes	Blue SCRUBBING Pad, 20", box of 5 pads	16.05	32.10
2 Boxes	White POLISH Pad, 20", box of 5 pads	16.05	32.10
2 boxes	Red BUFFING Pad, 20", box of 5 pads	16.05	32.10
2 Boxes	Black STRIPPING Pad, 20", box of 5 pads	16.05	32.10
5 ea.	Auto/Car Wash Bucket, 5 gal.	60.90	304.50
2 Cases	Fabuloso Multipurpose Cleaner, Lavender, 4/1 gal	38.60	77.20
50 Cases	Anti-bacterial hand soap, NON-FOAMING, 4-one gal. container/per case	53.60	2680.00
2 Cases	Dawn dish soap, case of 4-one gal. bottles	76.40	152.80
40 Cases	Maxim Mystic Orange, or equivalent Multi-Purpose Degreaser, 1 qt bottles, 12/case	38.40	1536.00
75 Cases	Capri Original Liquid Deodorant, or equivalent odor eliminator, 1 qt bottles, 12/case	61.70	4627.50
30 Cases	No-Rinse floor cleaner, 4gal/case (Simplicity)	74.60	2238.00
40 Cases	Urine Screen, case of 6-10 screens	9.90	396.00
20 Cases	Lysol, or equivalent aerosol disinfectant, case of 12-19 oz. cans	42.00	840.00
5 Cases	Diversey Glass Non-Ammoniated Glass Clean J-Fill, 2-2.5 L bottles	103.25	516.25
20 Cases	Diversey Stride DC Floral Concentrate, case of 2-2.5 L bottles	220.34	4406.80
10 Cases	Diversey Triad 111 Concentrate, case of 2-2.5 L bottles	207.12	2071.20
	Crew restroom cleaner		
100 ea.	9" Trigger sprayers for 32oz. bottle	.75	75.00

American Paper & Twine
7-29-2026

APPROXIMATE QUANTITY	Item Description	Price per gal,case, ect.	Extended Total
100 ea.	32 oz. spray bottles	.75	75.00
5 ea.	~~2~~ 3 gallon pump sprayer	58.50	292.50
10 ea.	Dustpan	3.55	35.50
6 ea.	Plastic 35 qt. large commercial mop bucket w/ plastic wringer – NO METAL	79.80	478.80
30 ea.	Plastic Scrub and Dry Squeegee	20.80	624.00
20 ea.	Wood Handle, Threaded. Lacquered, 48" long	3.70	74.00
50 ea.	Upright brooms, wooden handles, corn bristle, non-angle – NO METAL outside nor inside bristles * Purchase mult of 6	15.90	795.00
100 Cases	Mop heads, cotton 24 oz, 12-24oz/case (compatible w/ no metal handle)	67.20	6720.00
10 ea.	Mop handles, wooden – NO METAL	9.15	91.50
5 Cases	24" Dust mop heads	111.60	558.00
10 Cases	36" Dust mop heads, 12/case	97.80	978.00
10 Cases	Griddle Grill Bricks, 12/case	28.20	282.00
40 Cases	Abrasive scouring pads; Brillo or equivalent, 4"x4" steel wool pads w/ cleaner	56.00	2240.00
150 Boxes	Scouring scrub pads (no sponge) 6x9in. 20/box (Triple S)150 Cases	6.65	997.50
30 Cases	Stainless Steel Scrub pads, 6/box, 12 boxes/case	7.40	222.00
50 Boxes	Zip lock quart bags, 500/box	28.80	1440.00
20 Boxes	Zip lock gallon bags, 250/box	21.35	427.00
30 Cases	Zip lock Sandwich bags #20, 6x6, 1.4 MIL, 1000/case	32.90	987.00
300 Cases	Garbage bags, heavy duty white, minimum capacity of 55 gal. 100/case	27.80	8340.00
50 Cases	Small garbage bags #33, 1000/case 24X33	24.60	1230.00
30 Cases	~~10"~~ 9" Styrofoam plates non-compartment, 5000/case	27.60	828.00
150 Cases	Styrofoam 3-Compartment carry out plates	26.00	3900.00
20 Cases	12oz. Styrofoam drinking cups, 1000/case	56.80	1136.00
20 Cases	16oz. Styrofoam drinking cups, 1000/case	82.00	1640.00

American Paper & Twine
7-29-2026

APPROXIMATE QUANTITY	Item Description	Price per gal,case, ect.	Extended Total
5 cases	12 oz. Styrofoam Bowls, 8/pks per case, 125/pk	31.00	155.00
15 Cases	12oz. Styrofoam squat containers, 500/case	44.50	667.50
10 Cases	Lids for 16oz. squat containers, 1000/case	46.40	464.00
6 cases	Chinet Classic White, 9 3/4x12 1/2 Pltr 9 3/4" x 12 1/2", Oval Platter, 500/cs	70.00	420.00
200 Cases	Brown roll paper towels, 12 rolls/case	21.59	4318.00
60 Cases	Paper towels, double ply, 30/case	26.00	1560.00
700 Cases	Toilet paper, double ply, 96/case	35.80	25060.00
50 Bundles	6lb brown bags, 500/bundle	13.20	660.00
20 ea.	18" x 2000' Food Film	19.90	398.00
20 ea.	18" x ~~2000~~ 500' Aluminum Foil	43.00	860.00
10 boxes	12x10.75 Aluminum Foil Sheets, 500/box	78.00	780.00
	Sub total		$96,529.75

***NOTE: MUST INCLUDE A 'PRICE QUOTE' THAT INCLUDES THE PRODUCT DESCRIPTION, PRODUCT NUMBER, UNIT OF MEASUREMENT (EACH, CASE, ETC.), QUANTITY OF '1', UNIT PRICE, AND EXTENDED PRICE. ALSO INCLUDE A CATALOG(S) FOR YOUR BUSINESS SO THAT ITEMS CAN BE CONFIRMED.

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The following items must be bid by the referenced brands due to the laundry and dishwasher dispensers currently in use. Cost to the county to change these machines will require that the Commission reject any bid proposing an alternative where bid specifications indicate a specific brand with no equivalent.

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100 Each	Spartan Blue-Glo Hand Dishwashing Detergent, 5-gal		
30 Each	CLF Color Safe Bleach, 15-gal		
15 Each	CLF Liquid Alkali, 15 gal		
20 Each	CLF Combo Sour/Soft, 15 gal		
50 Each	CLF Laundry Detergent, 15-gal		
30 Each	SparClean All-Temp Dish Machine Dish Detergent, 5-gal		
10 Each	SparClean All-Temp Dish Machine Rinse Aid, 5-gal		
10 Each	SparClean Low-Temp Dish Machine Sanitizer, 5-gal		
30 Cases	Spartan San-T-10 Plus Sanitizer, 2/2.5-gal/ per case		
	Sub total		$ - NO BID -

***NOTE: MUST INCLUDE A 'PRICE QUOTE' THAT INCLUDES THE PRODUCT DESCRIPTION, PRODUCT NUMBER, UNIT OF MEASUREMENT (EACH, CASE, ETC.), QUANTITY OF '1', UNIT PRICE, AND EXTENDED PRICE. ALSO INCLUDE A CATALOG(S) FOR YOUR BUSINESS SO THAT ITEMS CAN BE CONFIRMED.

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Approximate Quantities given are estimates only; there are no guaranties to quantities that will be purchased.

GRAND TOTAL		$ 96,529.75

American Papu + Twine
7-29-2026

AMERICAN PAPER & TWINE™

A Division of ImperialDade

- Pricing and escalation terms are subject to change in response to market conditions and other unforeseeable events that are beyond the reasonable control of Imperial Bag & Paper Co. LLC d/b/a American Paper & Twine, including but not limited to labor and supply disruptions, government action, including but not limited to new or increased tariffs or duties, extraordinary weather conditions, disasters, riots, acts of God, insurrection, or war.

QUOTATION

AMERICAN PAPER & TWINE™

Quote Date: 7/29/2026

Customer Name: CULLMAN COUNTY JAIL
Customer #: 1015883
Customer Address: 1910 BEECH AVE SE 0000471
Customer City, State: CULLMAN, AL 35055

Sales Rep: Benny Sivley
Phone #:

Effective Date(s): 7/30/2026

Item	Description	Case Pack	U/M	Qty	Price / Unit	Extended
Janitorial & Restroom Supplies						
740046	Novel Wash 5.25% Bleach Gallon	6 GA/CS	CS	-	$ 23.40	$ -
110032	Disinfectant Surface Wipes 7 x 7 Lemon, 75/Canister	6 EA/CS	CS	-	$ 35.40	$ -
770619	Sunny-Side High Gloss Floor Finish 5 Gallon PFAS-Free	5 GA/PA	PA	-	$ 70.90	$ -
770564	* Rinse Free Floor Stripper CONC 5 GAL	5 GA/PA	PA	-	$ 62.00	$ -
510036	VB 20" Cleaning Floor Pad Blue VB20BCP	5 EA/CS	CS	-	$ 16.05	$ -
510025	VB 20" Polish Floor Pad White VB20WSPP	5 EA/CS	CS	-	$ 16.05	$ -
510034	Victoria Bay 20" Buffing Floor Pad Red	5 EA/CS	CS	-	$ 16.05	$ -
510033	VB 20" Stripping Floor Pad Black VB20BSTP	5 EA/CS	CS	-	$ 16.05	$ -
770607	Xtreme Custom Car Wash CONC 5 GAL	5 GA/PA	PA	-	$ 60.90	$ -
770660	Xcelente All Purpose Hard Surface Cleaner Lavendar GAL	4 GA/CS	CS	-	$ 38.60	$ -
750111	Inoderm Antibacterial Soap Liquid 1 Gallon	4 GA/CS	CS	-	$ 53.60	$ -
744900	Dawn Pot & Pan Detergent Regular Scent Gallon	4 EA/CT	CS	-	$ 76.40	$ -
770478	Victoria Bay Orange Spray & Wipe Cleaner RTU 32 oz	12 EA/CS	CS	-	$ 38.40	$ -
760129	Victoria Bay Capri-Original Odor Neutralizer 32 oz	12 EA/CS	CS	-	$ 61.70	$ -
770671	Sparclean Sure Step Enzyme Floor Cleaner GAL	4 GA/CS	CS	-	$ 74.60	$ -
770744	VB Vinyl Deodorant Urinal Screen Cherry VBUB5220B	12/BX 6BX/CS	BX	-	$ 9.90	$ -
036429	4104 SprayPAK Spray Disinfectant 16.5 oz Aerosol	12 EA/CS	CS	-	$ 42.00	$ -
760039	Glance NA Glass & Multisurface Cleaner SC 2 x 2.5L	2 EA/CS	CS	-	$ 103.25	$ -
767952	Stride All Purpose Cleaner J Fill Floral #18 2.5 L	2 EA/CT	CS	-	$ 220.34	$ -
760238	* Crew Bathroom Floor & Surface Disinfectant J Fill CONC 2.5 L	2 EA/CS	CS	-	$ 207.12	$ -
760072	Ultra Trigger Sprayer 9 1/4" Dip Tube Red/White	1 EA/EA	EA	-	$ 0.75	$ -
042840	Graduated Plastic Bottle 32 oz Natural Color	96 EA/CS	EA	-	$ 0.75	$ -
768695	3 Gallon Tank Sprayer Chemical Resistant	1 EA/EA	EA	-	$ 58.50	$ -
401406	RM 12" Heavy Duty Black Plastic Dust Pan	1 EA/EA	EA	-	$ 3.55	$ -
984407	Institutional Mop Bucket & Wringer Combo 35L Yellow	1/EA	EA	-	$ 79.80	$ -
170022	18" Squeegee Moss Rubber Plastic Frame with Bristles	1 EA/EA	EA	-	$ 20.80	$ -
160020	60" Threaded Wood Handle	1 EA/EA	EA	-	$ 3.70	$ -
Special	Corn broom no metal	1 EA/EA	EA	-	$ 15.90	$ -
390110	24 oz Cotton Cut End Mop Head White 1" Headband	12 EA/CS	CS	-	$ 67.20	$ -
390198	RM 60" Invader Side Gate Wet Mop Handle Hardwood	1 EA/EA	EA	-	$ 9.15	$ -
034869	24" x 5" Washable Cotton Dust Mop Head Blue	12 EA/CS	CS	-	$ 111.60	$ -
034870	36" x 5" Washable Cotton Dust Mop Head Blue	12 EA/CS	CS	-	$ 97.80	$ -
360000	Griddle Brick Grill Cleaner	12 EA/CS	CS	-	$ 28.20	$ -
034741	Steel Wool Soap Pads	120 EA/CS	CS	-	$ 56.00	$ -
510019	VB Medium Duty Scour Pad 6 x 9 Green #96 VB96MSP	20 EA/CS	CS	-	$ 6.65	$ -
035092	Medium Stainless Steel Scrubber	12EA/BG 6BG/CS	CS	-	$ 7.40	$ -
370009	7 x 8 Clear 1.75 Mil Low D Zip Lock Bag w/ Write On Strip	500 EA/CS	CS	-	$ 28.80	$ -
372325	10 x 12 1.75 Mil Low D Zip Lock Gallon Storage Bag	250/BX 2000/CS	BX	-	$ 21.35	$ -
040837	6.5 x 5.875 Clear 1.15 Mil Low D Zip Sandwich Poly Bag	1000/CS	CS	-	$ 32.90	$ -
370061	VB 38 x 58 White 1 Mil Low D Liner 60 Gal Rolls 10/10	100 EA/CS	CS	-	$ 27.80	$ -
380133	VB 24 x 33 Natural 6 Mic Liner HDPE 12-16 Gal 20/50 Roll	1000 EA/CS	CS	-	$ 24.60	$ -
440779	9PWC Dart Concorde Foam Plate White 9" 125 Count	500 EA/CT	CS	-	$ 27.60	$ -
260194	VB 9 x 9 White Foam 3 Comp Hinged Container VBFMH93VW	150 EA/CS	CS	-	$ 26.00	$ -
265207	12J12 J Cup Foam Cup White 12 oz	40 PK/CT	CS	-	$ 56.80	$ -
265801	16J16 J Cup Foam Cup White 16 oz	1000 EA/CT	CS	-	$ 82.00	$ -
440767	12BWWCr Concorde Foam Bowl White 12 oz 125 Count	1000 EA/CT	CS	-	$ 31.00	$ -
268607	12SJ20 Foam Food Container White 12 oz	500 EA/CT	CS	-	$ 44.50	$ -
269209	Vented Lid for J Series Cups and Containers HIPS Translucent	1000 EA/CT	CS	-	$ 46.40	$ -

035343	Victoria Bay 9 x 12 Molded Fiber Oval Plate White	500 EA/CS	CS	-	$ 70.00	$	-
460033	VB Hardwound Roll Towel 1 Ply Natural 8" x 350' VBRT350K	12 RL/CS	CS	-	$ 21.59	$	-
470071	VB Kitchen Roll Towel White 2 Ply 85 sh/rl VBKT385	30 RL/CS	CS	-	$ 26.00	$	-
450044	Vic Bay Toilet Tissue Single Roll 2 ply 4 x 3.1 400 sh/rl	96 RL/CS	CS	-	$ 35.80	$	-
035188	VB Grocery Bag 6# Kraft 35# Paper 6 x 3 5/8 x 11 1/16	500 EA/BD	BD	-	$ 13.20	$	-
180027	VB 18" x 2000' Food Film Cutter Box 18X2M	1 RL/BX	RL	-	$ 19.90	$	-
034338	VB Heavy Duty Foil Roll .024 Gauge 18" x 500' 51808VB	1 RL/BX	RL	-	$ 43.00	$	-
034739	Interfolded Aluminum Foil Pop Up Sheets 12 x 10.75 21215	2400 EA/CS	CS	-	$ 78.00	$	-
						$	-

Nashville
7400 Cockrill Bend Blvd
Nashville, TN 37209
615-350-9000

Memphis
3695 Knight Road
Memphis, TN 38118
901-542-0090

Knoxville
2710 Redfern Lane
Knoxville, TN 37931
865-330-8800

Chattanooga
2134 Amnicola Hwy
Chattanooga, TN 37406
423-622-8008

Little Rock
11611 Otter Creek S. Rd.
Little Rock, AR 72103
501-224-1555

Muscle Shoals
322 Bob Riley Drive
Muscle Shoals, AL 35661
256-383-3912

Tupelo
127A Godfrey Road, Suite 1
Verona, MS 38879
662-842-7407

Bid No.1505

INVITATION TO BIDDERS

The Cullman County Commission will receive sealed bids until **2:00 p.m. on Thursday, July 30, 2026**, in **Room 105 of the Cullman County Courthouse**, Cullman, Alabama, for jail chemical and supply sourcing. At that time, all properly submitted bids will be publicly opened and read aloud.

Deliveries will be accepted Monday through Friday between 8:00 a.m. and 4:00 p.m. Bidder must be able to deliver products within fourteen (14) days of order date.

Bid may be awarded whole or in part.

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

If you have any questions regarding this bid, please contact Susan Black, Cullman County Sheriff's Office, directly at 256-775-4714, or email sblack@cullmansheriff.org .

CENTRAL PAPER COMPANY
Company

140 WEST OXMOOR ROAD
Mailing Address

BIRMINGHAM, AL 35209

205-942-6333 / 205-941-2070 F
Phone/Fax

ERIC PETTERSON
Representative (please print)

Eric Petterson 7-22-26
Representative (signature)

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

CENTRAL PAPER COMPANY

SPECIFICATIONS
SUPPLIES FOR CULLMAN COUNTY JAIL

APPROXIMATE QUANTITY	Item Description	Price per gal,case, ect.	Extended Total
50 Cases	Chlorine Bleach: Clorox, or equivalent, 6/ 1 gallon containers per case EQUIVALENT PURCOX - 65	#19.80	#990.00
150 Cases	Clorox or equivalent wipes, 35 wet wipes per container, 12 containers per case	37.20	5,580.00
2 Containers	Spartan floor wax or equivalent, 5-gal containers	79.80	159.60
2 Containers	Spartan wax stripper or equivalent, 5-gal containers	75.60	151.20
2 Boxes	Blue SCRUBBING Pad, 20", box of 5 pads	16.50	33.00
2 Boxes	White POLISH Pad, 20", box of 5 pads	16.50	33.00
2 boxes	Red BUFFING Pad, 20", box of 5 pads	16.50	33.00
2 Boxes	Black STRIPPING Pad, 20", box of 5 pads	16.50	33.00
5 ea.	Auto/Car Wash Bucket, 5 gal.	60.90	304.50
2 Cases	Fabuloso Multipurpose Cleaner, Lavender, 4/1 gal	54.60	109.20
50 Cases	Anti-bacterial hand soap, NON-FOAMING, 4-one gal. container/per case DIAL	73.50	3,675.00
2 Cases	Dawn dish soap, case of 4-one gal. bottles	79.00	158.00
40 Cases	Maxim Mystic Orange, or equivalent Multi-Purpose Degreaser, 1 qt bottles, 12/case ORANGE TUFF IS	63.00	2,520.00
75 Cases	Capri Original Liquid Deodorant, or equivalent odor eliminator, 1 qt bottles, 12/case TROPICAL MIST	58.80	4,410.00
30 Cases	No-Rinse floor cleaner, 4gal/case (Simplicity) DAMP MOP	37.80	1,134.00
40 Cases	Urine Screen, case of 6-10 screens 10/CARTON	16.00	640.00
20 Cases	Lysol, or equivalent aerosol disinfectant, case of 12-19 oz. cans SPARSAN 12x17oz	54.12	1,082.40
5 Cases	Diversey Glass Non-Ammoniated Glass Clean J-Fill, 2-2.5 L bottles	134.00	670.00
20 Cases	Diversey Stride DC Floral Concentrate, case of 2-2.5 L bottles	247.00	4,940.00
10 Cases	Diversey Triad 111 Concentrate, case of 2-2.5 L bottles TRIAD DISCONTINUED - QUOTING CREW RR	247.40	2,474.00
100 ea.	9" Trigger sprayers for 32oz. bottle	.92	92.00

Central Paper Company 2

APPROXIMATE QUANTITY	Item Description	Price per gal,case, ect.	Extended Total
100 ea.	32 oz. spray bottles	#0.78	$78.00
5 ea.	2 gallon pump sprayer	41.95	209.75
10 ea.	Dustpan 12" PLASTIC	6.40	64.00
6 ea.	Plastic 35 qt. large commercial mop bucket w/ plastic wringer – NO METAL RUBBERMAID	149.50	897.00
30 ea.	Plastic Scrub and Dry Squeegee 8" W/ HANDLE	6.00	180.00
20 ea.	Wood Handle, Threaded. Lacquered, 48" long	NO BID	NO BID
50 ea.	Upright brooms, wooden handles, corn bristle, non-angle – NO METAL outside nor inside bristles NATURAL WOOD HANDLE	13.95	697.50
100 Cases	Mop heads, cotton 24 oz, 12-24oz/case (compatible w/ no metal handle)	NO BID	NO BID
10 ea.	Mop handles, wooden – NO METAL	NO BID	NO BID
5 Cases	24" Dust mop heads 12/CASE	104.40	522.00
10 Cases	36" Dust mop heads, 12/case	129.00	1,290.00
10 Cases	Griddle Grill Bricks, 12/case	21.00	210.00
40 Cases	Abrasive scouring pads; Brillo or equivalent, 4"x4" steel wool pads w/ cleaner 120/CASE	58.80	2,352.00
150 Boxes	Scouring scrub pads (no sponge) 6x9in. ~~20/box~~ (Triple S)150 Cases 10/BOX + 60/CASE	15.50	2,325.00
30 Cases	Stainless Steel Scrub pads, 6/box, 12 boxes/case	46.80	1,404.00
50 Boxes	Zip lock quart bags, 500/box	23.60	1,180.00
20 Boxes	Zip lock gallon bags, 250/box	41.80	836.00
30 Cases	Zip lock Sandwich bags #20, 6x6, ~~1.4~~ MIL, 1000/case 1.2 MIL PACKED 500	18.75	562.50
300 Cases	Garbage bags, heavy duty white, minimum capacity of 55 gal, 100/case	30.65	9,195.00
50 Cases	Small garbage bags #33, 1000/case	22.50	1,125.00
30 Cases	10" Styrofoam plates non-compartment, 5000/case 500/CASE	58.00	1,740.00
150 Cases	Styrofoam 3-Compartment carry out plates 200/CASE	25.30	3,795.00
20 Cases	12oz. Styrofoam drinking cups, 1000/case	48.00	960.00
20 Cases	16oz. Styrofoam drinking cups, 1000/case	69.50	1,390.00

CENTRAL PAPER COMPANY

APPROXIMATE QUANTITY	Item Description	Price per gal,case, ect.	Extended Total
5 cases	12 oz. Styrofoam Bowls, 8/pks per case, 125/pk	#42.10	#210.50
15 Cases	12oz. Styrofoam squat containers, 500/case	44.00	660.00
10 Cases	Lids for 16oz. squat containers, 1000/case	41.00	410.00
6 cases	Chinet Classic White, 9 3/4x12 1/2 Pltr 9 3/4" x 12 1/2", Oval Platter, 500/cs CHINET BRAND	275.00	1,650.00
200 Cases	Brown roll paper towels, 12 rolls/case	22.80	4,560.00
60 Cases	Paper towels, double ply, 30/case	24.00	1,440.00
700 Cases	Toilet paper, double ply, 96/case	36.25	25,375.00
50 Bundles	6lb brown bags, 500/bundle	13.75	687.50
20 ea.	18" x 2000' Food Film	15.50	310.00
20 ea.	18" x 2000' Aluminum Foil 18x1000' only	68.00	1,360.00
10 boxes	12x10.75 Aluminum Foil Sheets, 500/box	No Bid	No Bid
	Sub total		$96,897.65

***NOTE: MUST INCLUDE A 'PRICE QUOTE' THAT INCLUDES THE PRODUCT DESCRIPTION, PRODUCT NUMBER, UNIT OF MEASUREMENT (EACH, CASE, ETC.), QUANTITY OF '1', UNIT PRICE, AND EXTENDED PRICE. ALSO INCLUDE A CATALOG(S) FOR YOUR BUSINESS SO THAT ITEMS CAN BE CONFIRMED.

NOTE: WE HAVE SEVERAL DIVERSEY BRAND DILUTION DISPENSERS IN THE FACILITY. IF THE VENDOR IS UNABLE TO PROVIDE THE DIVERSEY BRAND CHEMICALS, THE VENDOR MUST PROVIDE NEW DILUTION DISPENSERS TO US FOR THE EQUIVALENT CONCENTRATE CHEMICALS THAT ARE LISTED ABOVE AT THE TIME OF BID APPROVAL AT THEIR COST.*

***NOTE: WOOD HANDLE MUST BE ABLE TO FIT BOTH PLASTIC SCRUB/DRY SQUEEGEE AND BROOM REPLACEMENT HEADS FOR KITCHEN USE.

4

Central Paper Company

The following items must be bid by the referenced brands due to the laundry and dishwasher dispensers currently in use. Cost to the county to change these machines will require that the Commission reject any bid proposing an alternative where bid specifications indicate a specific brand with no equivalent.

APPROXIMATE QUANTITY	Item Description	Price per gal,case, ect.	Extended Total
100 Each	Spartan Blue-Glo Hand Dishwashing Detergent, 5-gal	$82.70	$8,270.00
30 Each	CLF Color Safe Bleach, 15-gal	175.60	5,268.00
15 Each	CLF Liquid Alkali, 15 gal	250.85	3,762.75
20 Each	CLF Combo Sour/Soft, 15 gal	267.95	5,359.00
50 Each	CLF Laundry Detergent, 15-gal	336.30	16,815.00
30 Each	SparClean All-Temp Dish Machine Dish Detergent, 5-gal	83.95	2,518.50
10 Each	SparClean All-Temp Dish Machine Rinse Aid, 5-gal	89.70	897.00
10 Each	SparClean Low-Temp Dish Machine Sanitizer, 5-gal	62.95	629.50
30 Cases	Spartan San-T-10 Plus Sanitizer, 2/2.5-gal/ per case	105.35	3,160.50
	Sub total		$ 46,680.25

***NOTE: MUST INCLUDE A 'PRICE QUOTE' THAT INCLUDES THE PRODUCT DESCRIPTION, PRODUCT NUMBER, UNIT OF MEASUREMENT (EACH, CASE, ETC.), QUANTITY OF '1', UNIT PRICE, AND EXTENDED PRICE. ALSO INCLUDE A CATALOG(S) FOR YOUR BUSINESS SO THAT ITEMS CAN BE CONFIRMED.

NOTE: WE HAVE LAUNDRY DILUTION DISPENSERS IN THE FACILITY. IF THE VENDOR IS UNABLE TO PROVIDE THE LISTED CHEMICALS, THE VENDOR MUST PROVIDE NEW DILUTION DISPENSERS TO US FOR THE EQUIVALENT CONCENTRATE CHEMICALS THAT ARE LISTED ABOVE AT THE TIME OF BID APPROVAL AT THEIR COST.*

Approximate Quantities given are estimates only; there are no guaranties to quantities that will be purchased.

	GRAND TOTAL		$ 143,577.90

Central Paper Company

Central PAPER COMPANY

CENTRAL PAPER COMPANY, INC
Remit Payment To
P O BOX 12807
BIRMINGHAM, AL 35202-2807

PRICE QUOTE

Phone 205-942-6333
Fax 205-941-2070

Printed 07/23/26 EP

Quoted

CULLMAN CO DEPT OF CORRECTIONS
Attn: KIM TUGGLE
1900 BEECH AVE SE
CULLMAN AL 35055
Tel:256-775-4714 Fax:256-735-2456

Ship To

CULLMAN CO DEP OF CORRECTIONS
Attn: KIM TUGGLE
SHERIFF'S OFFICE
1900 BEECH AVE SE
CULLMAN AL 35055

Quote #	Quote Date	Exp Date	Customer #	Customer P/O #	Ship Via	Writer
Q029398	07/23/2026	08/22/2026	0161880	BID1505 SUPPLY	OUR TRUCK	EP
Job ID			Customer Terms		Salesman	
			NET 30		LARRY NORRIS	

Product	Description	UM	Quant	Unit Price	Extension
805100	75710/AR110001 BLEACH 6% EXTRA STRENGTH 6/128OZ BOTTLES/CASE	CA	50	19.80	990.00
811190	01593 CLOROX WIPES 12/35ct FRESH SCENT DISINFECTING	CA	150	37.20	5580.00
8261116	547305/407305 ON AN' ON 5GAL FLOOR FINISH	PL	2	79.80	159.60
826171	008405 EMULSIFIER PLUS 5 GAL STRIPPER	PL	2	75.60	151.20
705206	53-20 BLUE CLEANER #53 PAD 20" 5/CS	CA	2	16.50	33.00
705203	41-20 WHITE 20" FLOOR PAD, POLISHING 5/CS	CA	2	16.50	33.00
705207	51-20 RED 20" FLOOR PAD, SCRUBBING/BUFFING 5/CS	CA	2	16.50	33.00
705204	72-20 BLACK 20" FLOOR PAD, STRIPPING 5/CS, #72	CA	2	16.50	33.00
826557	3002 XTREME CUSTOM CAR WASH 5-GAL	PL	5	60.90	304.50
7255253	05253 FABULOSO ALL PURPOSE LAVENDER CLNR 4/1 GAL	CA	2	54.60	109.20
725807	88047 LIQUID DIAL 4/1gal HAND SOAP GOLD ANTIMICROBIAL FLORAL FRAGRANCE	CA	50	73.50	3675.00
725694	57445 DAWN 4/1GAL MANUAL POT & PAN DISH DETERGENT BLUE ORIGINAL	CA	2	79.00	158.00
8261335	2216 ORANGE TOUGH 15 12/32 R-T-U	CA	40	63.00	2520.00
8060040	1090012 TROPICAL MIST ODOR COUNTERACTANT 12/QTS	CA	75	58.80	4410.00
826606	301604 DAMP MOP NEUTRAL FLOOR CLEANER, 4/1 GAL	CA	30	37.80	1134.00
443028	AWUS007 MANGO URINAL SCREEN CLEAN CHECK 10/CTN	CTN	40	16.00	640.00
8262017	607600 SPARSAN Q DISINFECTANT	CA	20	54.12	1082.40

Continue...

CENTRAL PAPER COMPANY, INC
Remit Payment To
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BIRMINGHAM, AL 35202-2807

PRICE QUOTE

Phone 205-942-6333
Fax 205-941-2070

Printed 07/23/26 EP

Quoted

CULLMAN CO DEPT OF CORRECTIONS
Attn: KIM TUGGLE
1900 BEECH AVE SE
CULLMAN AL 35055
Tel:256-775-4714 Fax:256-735-2456

Ship To

CULLMAN CO DEP OF CORRECTIONS
Attn: KIM TUGGLE
SHERIFF'S OFFICE
1900 BEECH AVE SE
CULLMAN AL 35055

Quote #	Quote Date	Exp Date	Customer #	Customer P/O #	Ship Via	Writer
Q029398	07/23/2026	08/22/2026	0161880	BID1505 SUPPLY	OUR TRUCK	EP

Job ID	Customer Terms	Salesman
	NET 30	LARRY NORRIS

Product	Description	UM	Quant	Unit Price	Extension
	DEODORANT 17oz AEROSOL SPRAY 12/CASE CLEAN LINEN SCENT				
7255197	DVS100975197 GLANCE NA GLASS & MULTI-SURFACE CLEANER FRAGRANCE FREE 2.5 L BOTTLE 2/CA	CA	5	134.00	670.00
8320312	101109757/904717 STRIDE NEUTRAL FLOOR CLEANER FLORAL 2/2.5L J-FILL	CA	20	247.00	4940.00
8320413	5546264 CREW NA NON-ACID BOWL & BATH DISINFECTANT CLEANER 2/2.5L J-FILL	CA	10	247.40	2474.00
683092	5902 9 7/8" TRIGGER SPRAYER BLU/RD/GRN 1003BW/5902/136762	EA	100	0.92	92.00
683101	5032WG PLASTIC SPRAY BOTTLE 32oz w/GRADUATIONS, EMPTY	EA	100	0.78	78.00
TOC150002	2GAL MIST TANK SPRAYER	CA	5	41.95	209.75
393043	393043 INDUSTRIAL DUST PAN PLASTIC	EA	10	6.40	64.00
RUB75904	FG759088YEL RUBBERMAID WAVEBRAKE INSTIUTION COMBO 35QT, YELLOW	EA	6	149.50	897.00
SP	8" SQUEEGEE W/HANDLE	EA	30	6.00	180.00
393069	A205013W-JB JAIL BROOM 30LB 56" NATURAL WOOD HANDLE-NO METAL CORN/FIBER	EA	50	13.95	697.50
393414	393414/1624 24" INDUSTRIAL DUST MOP 5x24 HYGRADE CUT END	UN	60	8.70	522.00
393416	393416 36" INDUSTRIAL DUST MOP 5x36 HYGRADE CUT END	UN	120	10.75	1290.00
464450	GRILL BRICKS 12/PK RGB49	CA	10	21.00	210.00
725630	W240000 STEEL WOOL SOAP PAD BRILLO HOTEL SIZE 12BX/10ea 4"x4" 120EA/CS	CA	40	58.80	2352.00
705730	S096 6x9 GREEN SCOUR PAD	CA	150	15.50	2325.00

Continue...

CENTRAL PAPER COMPANY, INC
Remit Payment To
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PRICE QUOTE

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Q029398	07/23/2026	08/22/2026	0161880	BID1505 SUPPLY	OUR TRUCK	EP
Job ID			Customer Terms		Salesman	
			NET 30		LARRY NORRIS	

Product	Description	UM	Quant	Unit Price	Extension
705001	MEDIUM DUTY (#96) 6/10CT 434PB/S775 SPONGE STAINLESS STEEL DZ	DZ	30	46.80	1404.00
0120708	F20708Q SEAL TOP BAG QUART 7X8 500/CS	CA	50	23.60	1180.00
0120160	1GALFR SEAL TOP FREEZER BAG 1 GALLON W/WHITE BLOCK 250/CS, 2.7MIL	CA	20	41.80	836.00
8320061	682255 ZIPLOC 1QT SIZE "S" SANDWICH BAG 500/bx 6-1/2X6 1.2ML	CA	30	18.75	562.50
672259	WSLW3858SPW LINER WHITE 38X58 1.15MIL 4/25ROLL 100/CS	CA	300	30.65	9195.00
672121	S243306N LINER 24x33 6MIC CLEAR/NATURAL 12-16GAL 50/ROLL 20-ROLLS/CASE HDPE INTERLEAVED	CA	50	22.50	1125.00
1724515	10PWQR 10"WHITE LAMINATED FOAM PLATE 500/cs 4/125 QUIET CLASSIC	CA	30	58.00	1740.00
142202	RE883 3COMP HINGE CONTAINER WHITE FOAM 200/CS U-VENT	CA	150	25.30	3795.00
1720017	12J12* FOAM CUP 12oz WHITE 40/25CT 1000/CS	CA	20	48.00	960.00
1720029	16J16 FOAM CUP 16oz WHITE 40/25CT 1000/CS	CA	20	69.50	1390.00
1724525	12BWWCR WHITE BOWL 12OZ FOAM 8/125 NON-LAMINATED CONCORDE	CA	5	42.10	210.50
1720120	12SJ20 FOOD CONTAINER 12oz SQUAT FOAM 20/25CT 500/CS	CA	15	44.00	660.00
1720123	16MJ20 FOOD CONTAINER 16oz SQUAT FOAM 20/25	CA	10	41.00	410.00
HUH21257	21257 CHINET PLATTER 9.75X12.5 500(4/125) OVAL CLASSIC PAPER DINNERWARE WHITE	CA	6	275.00	1650.00
332226	R12350/70003 NATURAL ROLL	CA	200	22.80	4560.00

Continue...

PRICE QUOTE

CENTRAL PAPER COMPANY, INC
Remit Payment To
P O BOX 12807
BIRMINGHAM, AL 35202-2807

Phone 205-942-6333
Fax 205-941-2070

Printed 07/23/26 EP

Quoted

CULLMAN CO DEPT OF CORRECTIONS
Attn: KIM TUGGLE
1900 BEECH AVE SE
CULLMAN AL 35055
Tel:256-775-4714 Fax:256-735-2456

Ship To

CULLMAN CO DEP OF CORRECTIONS
Attn: KIM TUGGLE
SHERIFF'S OFFICE
1900 BEECH AVE SE
CULLMAN AL 35055

Quote #	Quote Date	Exp Date	Customer #	Customer P/O #	Ship Via	Writer
Q029398	07/23/2026	08/22/2026	0161880	BID1505 SUPPLY	OUR TRUCK	EP

Job ID	Customer Terms	Salesman
	NET 30	LARRY NORRIS

Product	Description	UM	Quant	Unit Price	Extension
	TOWEL 12/350', 8" WIDTH 2"CORE HARDWOUND				
333100	410136 KITCHEN TOWEL ROLL 85CT/ROLL 2-PLY WHITE 30/CS	CA	60	24.00	1440.00
339305	403096500/TP962V MAJESTY BATH TISSUE 2PLY 96/500 4"x3"	CA	700	36.25	25375.00
037006	6# BROWN PAPER BAG 500/BDL 6x3.6x11.1 GB06NP5C	BDL	50	13.75	687.50
672630	FSW1802K/182P 18"X2000' FILM CUTTER BOX FIXED EDGE 0.32 gauge	BX	20	15.50	310.00
302058	11803/GEN7116 STANDARD FOIL 18"x1000' MEDALLION	RL	20	68.00	1360.00

X:_____
(Accepted by)

Sub Total	$96,897.65
Freight	$0.00
Misc Charges	$0.00
Tax Amount	$0.00

Total
$96,897.65

MESSAGE

THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

TERMS

CHEMICAL EMERGENCY 1-800-535-5053

PRICE QUOTE

CENTRAL PAPER COMPANY, INC
Remit Payment To
P O BOX 12807
BIRMINGHAM, AL 35202-2807

Phone 205-942-6333
Fax 205-941-2070

Printed 07/23/26 EP

Quoted

CULLMAN CO DEPT OF CORRECTIONS
Attn: KIM TUGGLE
1900 BEECH AVE SE
CULLMAN AL 35055
Tel:256-775-4714 Fax:256-735-2456

Ship To

CULLMAN CO DEP OF CORRECTIONS
Attn: KIM TUGGLE
SHERIFF'S OFFICE
1900 BEECH AVE SE
CULLMAN AL 35055

Quote #	Quote Date	Exp Date	Customer #	Customer P/O #	Ship Via	Writer
Q029400	07/23/2026	08/22/2026	0161880	BID 1505 L&D	OUR TRUCK	EP

Job ID	Customer Terms	Salesman
	NET 30	LARRY NORRIS

Product	Description	UM	Quant	Unit Price	Extension
8260522	311105 BLUE GLO 5 GAL	PL	100	82.70	8270.00
826722	700515 CLF COLOR SAFE BLEACH 15 GALLON	DR	30	175.60	5268.00
826777	701615 CLF LIQUID ALKALI 15 GAL	DR	15	250.85	3762.75
826742	700915 CLF SOUR/SOFTENER 15 GAL	DR	20	267.95	5359.00
826712	700315 CLF LAUNDRY DETERGENT 15 GAL	DR	50	336.30	16815.00
8260528	764905 SPARCLEAN DETERGENT II #49 ALL TEMP, 5GAL PAIL	PL	30	83.95	2518.50
826916	766105 SPARCLEAN #61 5gal RINSE AID II	PL	10	89.70	897.00
826926	765405 SPARCLEAN SANITIZER LOW TEMP #54, 5-GAL PAIL	PL	10	62.95	629.50
8260406	315905 SANI-T-10 PLUS 5-GALLON	PL	30	105.35	3160.50

X:_____
(Accepted by)

Sub Total	$46,680.25
Freight	$0.00
Misc Charges	$0.00
Tax Amount	$0.00

Total
$46,680.25

MESSAGE

THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

TERMS

CHEMICAL EMERGENCY 1-800-535-5053

Bid No.1505

INVITATION TO BIDDERS

The Cullman County Commission will receive sealed bids until **2:00 p.m. on Thursday, July 30, 2026**, in **Room 105 of the Cullman County Courthouse**, Cullman, Alabama, for jail chemical and supply sourcing. At that time, all properly submitted bids will be publicly opened and read aloud.

Deliveries will be accepted Monday through Friday between 8:00 a.m. and 4:00 p.m. Bidder must be able to deliver products within fourteen (14) days of order date.

Bid may be awarded whole or in part.

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

If you have any questions regarding this bid, please contact Susan Black, Cullman County Sheriff's Office, directly at 256-775-4714, or email sblack@cullmansheriff.org .

HD Supply
Company

3578 Mill Springs Road
Mailing Address

Birmingham, AL 35223

(205) 382-7709
Phone/Fax

David Left
Representative (please print)

Representative (signature)

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

APPROXIMATE QUANTITY	Item Description	Price per gal, case, ect.	Extended Total
100 ea.	32 oz. spray bottles 9 CASES # 186971	31.07 /cs	279.63
5 ea.	2 gallon pump sprayer # 130306	39.85	199.25
10 ea.	Dustpan # 263482	8.71	87.10
6 ea.	Plastic 35 qt. large commercial mop bucket w/ plastic wringer – NO METAL # 124046	169.46	1016.76
30 ea.	Plastic Scrub and Dry Squeegee # 336474	2.80	84.00
20 ea.	Wood Handle, Threaded. Lacquered, ~~48~~ 60" long # 306185	5.17	103.40
50 ea.	Upright brooms, wooden handles, corn bristle, non-angle – NO METAL outside nor inside bristles # 275114	6.08	304.00
100 Cases 200 (12x3 + 6)	Mop heads, cotton 24 oz, ~~12~~ 24oz/case (compatible w/ no metal handle) # 245497	28.11	5622.00
10 ea.	Mop handles, wooden – NO METAL # 451263	10.49	104.90
5 Cases X12 = 60	24" Dust mop heads # 331419	2.90	174.00
10 Cases X12 = 120	36" Dust mop heads, 12/case # 331426	3.98	477.60
10 Cases	Griddle Grill Bricks, 12/case # 335940	37.73	377.30
40 Cases	Abrasive scouring pads; Brillo or equivalent, 4"x4" steel wool pads w/ cleaner # 132714 # 480 Bx	47.60	571.20
150 Boxes 375	Scouring scrub pads (no sponge) 6x9in. ~~20/box~~ (Triple S)150 Cases 8/Box # 502070	8.35	3131.25
30 Cases	Stainless Steel Scrub pads, ~~6/box~~, 12 boxes/case 12/Box # 331504	8.40 /cs	252.00
50 Boxes	Zip lock quart bags, 500/box # 403563	42.74	2137.00
20 Boxes	Zip lock gallon bags, 250/box # 331486	38.65	773.00
30 Cases	Zip lock Sandwich bags #20, 6x6, 1.4 MIL, 1000/case # 315497	15.81	474.30
300 Cases	Garbage bags, heavy duty white, minimum capacity of ~~55~~ gal, ~~100~~ case 200/CASE # 119098 60GAL	101.74	30,522.00
50 Cases	Small garbage bags #33, 1000/case 24"x33" # 215829	33.04	1652.00
30 Cases	10" Styrofoam plates non-compartment, 5000/case		
150 Cases	Styrofoam 3-Compartment carry out plates # 372430	151.20	22,680.00
20 Cases	12oz. Styrofoam drinking cups, 1000/case # 402912	75.70	1,514.00
20 Cases	16oz. Styrofoam drinking cups, 1000/case # 200834	112.49	2,249.80

$ 74,788.49

SPECIFICATIONS
SUPPLIES FOR CULLMAN COUNTY JAIL

APPROXIMATE QUANTITY	Item Description	Price per gal,case, ect.	Extended Total
~~50~~ Cases 100	Chlorine Bleach: Clorox, or equivalent, ~~6~~/ 1 gallon containers per case # 114091 3/1 gal. per case	28.77	2877.00
150 Cases	Clorox or equivalent wipes, 35 wet wipes per container, 12 containers per case # 342472	50.88	7632.00
2 Containers	Spartan floor wax or equivalent, 5-gal containers Spartan I-Shine # 355556	102.31	204.62
2 Containers	Spartan wax stripper or equivalent, 5-gal containers Spartan Rinse Free # 289250	62.29	124.58
2 Boxes	Blue SCRUBBING Pad, 20", box of 5 pads 3M # # 336347	30.65	61.30
2 Boxes	White POLISH Pad, 20", box of 5 pads # 335272	18.45	36.90
2 boxes	Red BUFFING Pad, 20", box of 5 pads # 275197	18.45	36.90
2 Boxes	Black STRIPPING Pad, 20", box of 5 pads # 331503	18.45	36.90
5 ea.	Auto/Car Wash Bucket, 5 gal. # 131616	6.29	31.49
2 Cases	Fabuloso Multipurpose Cleaner, Lavender, 4/1 gal # 282361	70.29	140.58
50 Cases	Anti-bacterial hand soap, NON-FOAMING, 4-one gal. container/per case # 342268	31.08	1,554.00
2 Cases	Dawn dish soap, case of 4-one gal. bottles # 778741	82.24	164.48
40 Cases 480	Maxim Mystic Orange, or equivalent Multi-Purpose Degreaser, 1 qt bottles, 12/case P&G Dawn #186291 #9.29 EA	111.46	4458.40
75 Cases	Capri Original Liquid Deodorant, or equivalent odor eliminator, 1 qt bottles, 12/case Spartan # 283301 #2.95	35.40	2655.00
30 Cases	No-Rinse floor cleaner, 4gal/case (Simplicity) Spartan # 184889	33.28	998.40
40 Cases	Urine Screen, case of 6(10) screens # 351942	18.50	740.00
20 Cases	Lysol, or equivalent aerosol disinfectant, case of 12-19 oz. cans # 503207	109.05	2181.00
5 Cases	Diversey Glass Non-Ammoniated Glass Clean J-Fill, 2-2.5 L bottles # 346534	82.94	414.70
20 Cases	Diversey Stride DC Floral Concentrate, case of 2-2.5 L bottles # 355392	46.72	934.40
10 Cases	Diversey Triad 111 Concentrate, case of 2-2.5 L bottles		
100 ea.	9" Trigger sprayers for 32oz. bottle # 354070	1.18	118.00

25,400.65

APPROXIMATE QUANTITY	Item Description	Price per gal,case, ect.	Extended Total
5 cases	12 oz. Styrofoam Bowls, 8/pks per case, 125/pk # 758805 CASE of 1000	104.99	524.99
15 Cases	12oz. Styrofoam squat containers, 500/case		
10 Cases	Lids for 16oz. squat containers, 1000/case		
6 cases	Chinet Classic White, 9 3/4x12 1/2 Pltr 9 3/4" x 12 1/2", Oval Platter, 500/cs # 497416	422.10	2532.60
200 Cases	Brown roll paper towels, 12 rolls/case # 283800	38.40	7680.00
60 Cases	Paper towels, double ply, 30/case # 139044	54.01	3240.60
700 Cases	Toilet paper, double ply, 96/case # 283453	37.64	26,348
50 Bundles	6lb brown bags, 500/bundle # 291270	31.49	1,574.50
20 ea.	18" x 2000' Food Film # 287709	26.49	529.80
20 ea.	18" x 2000' Aluminum Foil # 325994	53.97	1,079.40
10 boxes	12x10.75 Aluminum Foil Sheets, 500/box		
	Sub total		$

Page 3

$ 43,509.89

***NOTE: MUST INCLUDE A 'PRICE QUOTE' THAT INCLUDES THE PRODUCT DESCRIPTION, PRODUCT NUMBER, UNIT OF MEASUREMENT (EACH, CASE, ETC.), QUANTITY OF '1', UNIT PRICE, AND EXTENDED PRICE. ALSO INCLUDE A CATALOG(S) FOR YOUR BUSINESS SO THAT ITEMS CAN BE CONFIRMED.

NOTE: WE HAVE SEVERAL DIVERSEY BRAND DILUTION DISPENSERS IN THE FACILITY. IF THE VENDOR IS UNABLE TO PROVIDE THE DIVERSEY BRAND CHEMICALS, THE VENDOR MUST PROVIDE NEW DILUTION DISPENSERS TO US FOR THE EQUIVALENT CONCENTRATE CHEMICALS THAT ARE LISTED ABOVE AT THE TIME OF BID APPROVAL AT THEIR COST.*

***NOTE: WOOD HANDLE MUST BE ABLE TO FIT BOTH PLASTIC SCRUB/DRY SQUEEGEE AND BROOM REPLACEMENT HEADS FOR KITCHEN USE.

$ 143,699.03

The following items must be bid by the referenced brands due to the laundry and dishwasher dispensers currently in use. Cost to the county to change these machines will require that the Commission reject any bid proposing an alternative where bid specifications indicate a specific brand with no equivalent.

APPROXIMATE QUANTITY	Item Description	Price per gal,case, ect.	Extended Total
100 Each	Spartan Blue-Glo Hand Dishwashing Detergent, 5-gal		
30 Each	CLF Color Safe Bleach, 15-gal 305718	132.54	3976.30
15 Each	CLF Liquid Alkali, 15 gal 184803	184.62	2769.30
20 Each	CLF Combo Sour/Soft, 15 gal 283597	209.56	4191.20
50 Each	CLF Laundry Detergent, 15-gal 283291	259.73	12,986.50
30 Each	SparClean All-Temp Dish Machine Dish Detergent, 5-gal 184798	108.46	1084.60
10 Each	SparClean All-Temp Dish Machine Rinse Aid, 5-gal 283303	102.85	1028.50
10 Each	SparClean Low-Temp Dish Machine Sanitizer, 5-gal 283306	47.25	472.50
~~20~~ Cases 15	Spartan San-T-10 Plus Sanitizer~~, 2/2.5~~ gal/ per case 184810 5gal	75.35	1130.25
	Sub total		$ ~~24,508.80~~ 27,439.05

***NOTE: MUST INCLUDE A 'PRICE QUOTE' THAT INCLUDES THE PRODUCT DESCRIPTION, PRODUCT NUMBER, UNIT OF MEASUREMENT (EACH, CASE, ETC.), QUANTITY OF '1', UNIT PRICE, AND EXTENDED PRICE. ALSO INCLUDE A CATALOG(S) FOR YOUR BUSINESS SO THAT ITEMS CAN BE CONFIRMED.

NOTE: WE HAVE LAUNDRY DILUTION DISPENSERS IN THE FACILITY. IF THE VENDOR IS UNABLE TO PROVIDE THE LISTED CHEMICALS, THE VENDOR MUST PROVIDE NEW DILUTION DISPENSERS TO US FOR THE EQUIVALENT CONCENTRATE CHEMICALS THAT ARE LISTED ABOVE AT THE TIME OF BID APPROVAL AT THEIR COST.*

Approximate Quantities given are estimates only; there are no guaranties to quantities that will be purchased.

	GRAND TOTAL		$

BID NO: 1507

INVITATION TO BIDDERS
CORRECTED BID

The Cullman County Commission will be receiving bids until 2:00 p.m., Monday August 10, 2026, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for the repair, maintenance, and battery replacement of the County's outdoor tornado warning siren system. At this time sealed bids will be publicly opened and read aloud.

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

Bid responses must be returned in a sealed envelope, clearly marked as a bid with the bid number and your company name on the outside.

Any questions regarding this bid should be directed to Tim Sartin, Cullman County EMA Director: (256) 739-5410.

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

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 vendor 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.

Bid Price: $ 35,338.35

Company: JBTelco

Mailing Address: 35 Kimberly Dr
Noodville AL 35776

Phone/Fax: 251-448-6937

Representative: Earl Jordan

Cullman County

Tornado Siren System Repair,

Maintenance & Battery Replacement

---

1. Scope:

The Cullman County Commission (hereinafter "the County") is soliciting sealed proposals from qualified vendors for the repair, maintenance, and battery replacement of the County's outdoor tornado warning siren system. The system consists of approximately 20 siren locations throughout Cullman County, Alabama.

The objective of this bid is to define the full scope: batteries, boards, amplifiers, chargers, converters, front panels, rotators, cable management, radio replacement, feed lines, and the Logan relocation, plus a requirement that the vendor document operational status upon completion.

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2. Issuing Authority

Cullman County Commission
Cullman County, Alabama

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3. Submission Deadline

All bid proposals must be received no later than 2:00 PM Central Time on August 10, 2026.

Late submissions will not be accepted.

---

4. Scope of Work

The selected vendor shall provide all labor, materials, equipment, and transportation necessary to complete the following work across all 20 siren locations:

4.1 General Requirements

- Inspect, diagnose, and repair all identified issues at each siren location

- Replace batteries at locations where batteries are dead, depleted, or have outdated date codes
- Restore full operational functionality to all sirens, rotators, front panels, chargers, and associated electronics
- Perform cable management and general cleanup where noted
- Provide a post-repair operational test of each siren

4.2 Site-Specific Scope of Work

#	Location	Issues / Work Required
1	Joppa	New amplifiers needed; new power control module needed; 4 batteries (2018 date code) to be evaluated/replaced
2	Fairview	4 batteries with 2018 date code, replace as needed
3	Gold Ridge	Operational; 2 batteries with 2023 date code, evaluate
4	Vinemont	Front panel non-functional (repair/replace); rotator test pending panel fix; 2 batteries (2025 date code)
5	West Point	Radio missing from shelter (replace); siren board blown capacitor (repair/replace board); new charger needed; 2 batteries at 0mv (replace)

6	Battleground 1	Operational; 2 batteries with 2023 date code, evaluate and (replace)
7	Battleground 2	24v to 12v converter bad (replace); front panel non-functional (repair/replace); 2 batteries (2023 date code replace)
8	Sardis	Battery charger replacement; cable management on pole; driver board burnt with blown capacitors (replace); 4 batteries (2013/2023 date code, replace)
9	Crane Hill	Operational; 2 batteries with 2025 date code
10	Brushy Pond	Solar panel powered, running dedicated power source; battery tender dead (replace); new power control board needed; 2 batteries (2018 date code, replace)
11	Cold Springs	Operational; 2 batteries (2023 date code, replace)
12	Arkadelphia	Operational; 2 batteries (2018 date code, replace)

13 Walter	Rotator non-functional (repair); new charger needed; 2 batteries (2018 date code, replace)
14 Loretto	New feed line needed (50ft of LMR 400); 2 batteries (2018 date code, replace)
15 Smith Lake	Operational; 2 batteries with 2025 date code
16 Logan	Operational; 2 batteries (2015 date code, replace)
17 Bethsadia 1	Ribbon cable to front panel burnt (replace); only partial controls functional; 4 batteries (2025 date code)
18 Bethsadia 2	Operational; 4 batteries with 2025 date code
19 Welti	Operational; 4 batteries with 2025 date code

20	Logan (Relocation)	Take down Logan siren and relocate to another designated location

5. Instructions to Vendor

1. The successful vendor shall supply all materials, labor, tools, equipment, transportation, and other miscellaneous items necessary for completion of the work.
2. The successful vendor shall perform a diagnostic check of each site and report to the agency any issues with the site(s) that need to be serviced. The agency will determine from the report what, if any, additional work will be completed.
3. The successful vendor shall keep the working area free from debris of all types and remove from the premises all rubbish resulting from any work being done. At the completion of work, the vendor shall leave the premises in a clean and finished condition.
4. The Vendor shall be an **AUTHORIZED SALES AND SERVICE AGENT** of the warning siren manufacturer as well as the communications equipment proposed. A copy of this authorization must accompany the bid proposal, or the bid will be rejected. The authorized vendor must have a full-service facility in proximity to the owner and directly employ service technicians.
5. All installation/service shall be coordinated with the owner or a project manager appointed by the owner. Installation shall be performed professionally by an employee of the vendor and not a subcontractor. **No sub-contracting for installation will be permitted.**
6. All programming, reprogramming, or services to connect existing equipment must be provided in the bid. The Vendor must be certified to do so by the manufacturer of each. A letter of certification must be included in the bid, or the bid will be deemed non-compliant.
7. A **certified radio technician** shall install radio encoder equipment and all radio equipment. A certification of the technician must be included in the "Required Documents" section of the bid package, or the bid will be rejected. No other certifications will be acceptable as proof.
8. The vendor shall show proof of a **general liability blanket coverage insurance** while contracted to install and service this system. In addition, the vendor shall provide proof of

Vehicle Liability Insurance and Workers' Compensation. Proof of insurance coverage must be included in the bid package, or the bid will be rejected.

9. The vendor must demonstrate by reference prior experience in the installation of the proposed sirens. A **customer list must be included** in the bid package, or the bid will be rejected.
10. The Vendor shall provide **24 hours a day, 7 days a week service** for emergency repair if required. Vendor must prove how they can meet this requirement.
11. All work performed shall have a minimum of **one (1) year warranty** on all service, parts, equipment, etc. replaced at each site. All service calls shall be covered on new equipment for a period of one (1) year. This does not include existing equipment not replaced during this process.

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6. Required Documents (Bid Will Be Rejected If Missing)

The following documents **must** be included in the sealed bid package:

1. Authorized Sales and Service Agent certification from the siren manufacturer
2. Manufacturer certification letter(s) for programming/service of existing equipment
3. Certified radio technician (directly employed by vendor)
4. Proof of insurance, General Liability, Vehicle Liability, and Workers' Compensation
5. Customer reference list demonstrating prior siren installation experience

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7. Bid Requirements

Each proposal must also include:

1. **Company Information**: Legal name, address, primary contact, phone, email, and years in business
2. **Detailed Cost Proposal**: Itemized pricing broken down by location, including labor, materials/parts, travel/mobilization, and siren relocation costs (item #20)
3. **Project Timeline**: Proposed schedule for completion of all work
4. **24/7 Emergency Service Plan**: How the vendor will provide round-the-clock emergency response
5. **Exceptions or Alternates**: Any deviations from the scope as described

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8. Terms & Conditions

- The County reserves the right to award to the most responsive and responsible bidder.
- The County is not obligated to accept the lowest bid.
- All work must comply with applicable local, state, and federal codes and regulations.
- The selected vendor must maintain appropriate insurance coverage for the duration of the project.
- The vendor shall be responsible for obtaining any required permits.
- Payment terms will be negotiated upon contract award (net 30 typical).

dBTELCO
25650 Baldwin Beach Express, Robertsdale, AL 36567 • 35 Kimberly Dr, Woodville, AL 35776 • 251.448.6937 • office@datatrustllc.com

Quote

Project: Cullman Weather Warning Siren Remediation

Attention: Tim Sartin

Quote # 88851a
Date: 7/1/2026
Expiration: 7/31/2026

SoW:

Furnish all labor and materials necessary to remove and replace the specified components of the existing Whelen Outdoor Warning Siren System. Upon completion, inspect associated wiring and electrical connections, perform functional testing, verify proper operation of the charging, control, and audio systems, and return the siren to full operational service.

	2	Battery Charger
	1	Solar Regulator
	2	Logic Control Board
	8	400 Watt Speaker
	8	Power Amplifier
	2	Keypad and Ribbon Cable
Other:	1	24v to 12v Converter
	32	12vdc AGM,SLR Battery

Pricing:

$	40,496.35	Equip/Materials	
		Sales Tax (7%)	*Provide Re-Sale Certificate or Exempt Form if applicable.*
$	14,400.00	Labor	
$	442.00	Mileage & Per Diem	
$55,338.35		**Total**	

Payment Schedule:

$	40,717.35	Deposit Amount to Begin Job
$	14,621.00	Net 30 Upon Completion

Warranty: All work executed under this package shall be free from defects of materials and workmanship for a period of one (1) year from date of final acceptance unless specifically stated otherwise above. In addition, during the term of this guarantee, the repair and/or replacement of any defective work and all resulting damages shall be made at no additional expense to the owner.

BID NO: 1507

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Monday August 10, 2026, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for the repair, maintenance, and battery replacement of the County's outdoor tornado warning siren system. At this time sealed bids will be publicly opened and read aloud.

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

Bid responses must be returned in a sealed envelope, clearly marked as a bid with the bid number and your company name on the outside.

Any questions regarding this bid should be directed to Tim Sartin, Cullman County EMA Director: (256) 739-5410.

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

COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT
(ACT 2011-535. AS AMENDED BY ACT 2012-491)

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Bid Price: $__6,500.00 for evaluation, full price sheet attached_____

Company: _Mobile Communications America (MCA)_____

Mailing Address: ___1508 Noble Street_____

_Anniston, AL 36201_____

Phone/Fax: ___256-237-6697_____

Representative: ____Jeff Hudgins

- Restore full operational functionality to all sirens, rotators, front panels, chargers, and associated electronics
- Perform cable management and general cleanup where noted
- Provide a post-repair operational test of each siren

4.2 Site-Specific Scope of Work

#	Location	Issues / Work Required
1	Joppa	New amplifiers needed; new power control module needed; 4 batteries (2018 date code) to be evaluated/replaced. Evaluation $325.00 Batteries Each $200.00 each Power Control Module $ 975.00
2	Fairview	4 batteries with 2018 date code, replace as needed Evaluation$325.00 Batteries $200.00 each
3	Gold Ridge	Operational; 2 batteries with 2023 date code, evaluation Batteries $159.60 each
4	Vinemont	Front panel non-functional (repair/replace); rotator test pending panel fix; 2 batteries (2025 date code) Evaluation $325.00 May require a new cabinet if the parts are not available Batteries 159.60 each
5	West Point	Radio missing from shelter (replace); siren board blown capacitor (repair/replace board); new charger needed; 2 batteries at 0mv (replace) Evaluation $325.00 Radio Package replacement $1,700.00

Logic Board $975.00

6 Battleground 1 Operational; 2 batteries with 2023 date code, evaluate and (replace)

Evaluation $325.00

Batteries $159.60 each

7 Battleground 2 24v to 12v converter bad (replace); front panel non-functional (repair/replace); 2 batteries (2023 date code replace)

Evaluation $325.00
Batteries $159.60 each
24/12 converter $ 177.00
Cabinet could need replacing if parts are not available

8 Sardis Battery charger replacement; cable management on pole; driver board burnt with blown capacitors (replace); 4 batteries (2013/2023 date code, replace)

Evaluation $325.00

Charger $1,064.00

Batteries $200.00 each

Logic Board $975.00

9 Crane Hill Operational; 2 batteries with 2025 date code

Evaluation $325.00

Batteries $159.60 each

10 Brushy Pond Solar panel powered, running dedicated power source; battery tender dead (replace); new power control board needed; 2 batteries (2018 date code, replace)

Evaluation $325.00

Logic Board $975.00

Adding AC Power – evaluation will determine the cost.

11 Cold Springs	Operational; 2 batteries (2023 date code, replace) Evaluation $325.00 Batteries $159.60 each
12 Arkadelphia	Operational; 2 batteries (2018 date code, replace) Evaluation $325.00 Batteries $159.60 each
13 Walter	Rotator non-functional (repair); new charger needed; 2 batteries (2018 date code, replace) Evaluation $325.00 Batteries $159.60 each Rotator issues: evaluation will determine if the issue is in the cabinet or if the motor up top needs to be replaced.
14 Loretto	New feed line needed (50ft of LMR 400); 2 batteries (2018 date code, replace) Evaluation $325.00 Batteries $159.60 each Coax $60.00
15 Smith Lake	Operational; 2 batteries with 2025 date code Evaluation $325.00 Batteries $ 159.60 each
16 Logan	Operational; 2 batteries (2015 date code, replace) Evaluation $325.00

Cullman County

Tornado Siren System Repair,

Maintenance & Battery Replacement

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1. Scope:

The Cullman County Commission (hereinafter "the County") is soliciting sealed proposals from qualified contractors for the repair, maintenance, and battery replacement of the County's outdoor tornado warning siren system. The system consists of approximately 20 siren locations throughout Cullman County, Alabama.

The objective of this bid is to define the full scope: batteries, boards, amplifiers, chargers, converters, front panels, rotators, cable management, radio replacement, feed lines, and the Logan relocation, plus a requirement that the vendor document operational status upon completion.

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2. Issuing Authority

Cullman County Commission
Cullman County, Alabama

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3. Submission Deadline

All bid proposals must be received no later than 2:00 PM Central Time on August 10, 2026.

Late submissions will not be accepted.

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4. Scope of Work

The selected contractor shall provide all labor, materials, equipment, and transportation necessary to complete the following work across all 20 siren locations:

4.1 General Requirements

- Inspect, diagnose, and repair all identified issues at each siren location
- Replace batteries at locations where batteries are dead, depleted, or have outdated date codes

	Batteries $159.60 each
17 Bethsadia 1	Ribbon cable to front panel burnt (replace); only partial controls functional; 4 batteries (2025 date code) Evaluation $325.00 Batteries $200.00 each Ribbon cable and control: evaluation will determine if the cable is the only problem with the siren
18 Bethsadia 2	Operational; 4 batteries with 2025 date code Evaluation $325.00 Batteries $200.00 each
19 Welti	Operational; 4 batteries with 2025 date code Evaluation $325.00 Batteries $200.00 each
20 Logan (Relocation)	Take down Logan siren and relocate to another designated location Evaluation $325.00 Relocation $7,500.00

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5. Instructions to Vendor

1. The successful vendor shall supply all materials, labor, tools, equipment, transportation, and other miscellaneous items necessary for completion of the work.
2. The successful vendor shall perform a diagnostic check of each site and report to the agency any issues with the site(s) that need to be serviced. The agency will determine from the report what, if any, additional work will be completed.
3. The successful vendor shall keep the working area free from debris of all types and remove from the premises all rubbish resulting from any work being done. At the completion of work, the vendor shall leave the premises in a clean and finished condition.

4. For this project the vendor is considered "the Contractor." Therefore, the Contractor shall hold a valid **State of Alabama General Contractor license**. A copy of this license shall be included in the bid packet or bid will be rejected.
5. The Contractor shall be an **AUTHORIZED SALES AND SERVICE AGENT** of the warning siren manufacturer as well as the communications equipment proposed. A copy of this authorization must accompany the bid proposal, or the bid will be rejected. The authorized vendor must have a full-service facility in close proximity to the owner and directly employ service technicians.
6. All installation/service shall be coordinated with the owner or a project manager appointed by the owner. Installation shall be performed in a professional manner by an employee of the vendor and not a sub-contractor. **No sub-contracting for installation will be permitted.**
7. All programming, reprogramming, or service to connect existing equipment must be provided in the bid. The Contractor must be certified to do so by the manufacturer of each. A certification letter must be included in the bid or the bid will be deemed non-compliant.
8. An **FCC-certified technician** shall perform installation of radio encoder equipment and all radio equipment. FCC certification of technician must be included in the "Required Documents" section of the bid package or bid will be rejected. No other certifications (FAA, etc.) will be acceptable as proof. The FCC technician must be directly employed by the contractor.
9. The Contractor shall maintain a minimum of **$3,000,000 general liability blanket coverage insurance** while contracted to install and service this system. In addition, the contractor shall provide proof of Vehicle Liability Insurance and Workers' Compensation. Proof of insurance coverage must be included in the bid package or bid will be rejected.
10. The Contractor must demonstrate by reference prior experience in the installation of the proposed sirens. A **customer list must be included** in the bid package or bid will be rejected.
11. The Contractor shall provide **24 hours a day, 7 days a week service** for emergency repair if required. Vendor must prove how they can meet this requirement.
12. All work performed shall have a minimum of **one (1) year warranty** on all service, parts, equipment, etc. replaced at each site. All service calls shall be covered on new equipment for a period of one (1) year. This does not include existing equipment not replaced during this process.

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6. Required Documents (Bid Will Be Rejected If Missing)

The following documents **must** be included in the sealed bid package:

1. Valid State of Alabama General Contractor License
2. Authorized Sales and Service Agent certification from the siren manufacturer
3. Manufacturer certification letter(s) for programming/service of existing equipment
4. FCC certification of technician (directly employed by contractor)

5. Proof of insurance: $3,000,000 General Liability, Vehicle Liability, and Workers' Compensation
6. Customer reference list demonstrating prior siren installation experience
7. Written explanation of how the 1-hour emergency response time requirement will be met

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7. Bid Requirements

Each proposal must also include:

1. **Company Information**: Legal name, address, primary contact, phone, email, and years in business
2. **Detailed Cost Proposal**: Itemized pricing broken down by location, including labor, materials/parts, travel/mobilization, and siren relocation costs (item #20)
3. **Project Timeline**: Proposed schedule for completion of all work
4. **24/7 Emergency Service Plan**: How the contractor will provide round-the-clock emergency response
5. **Exceptions or Alternates**: Any deviations from the scope as described

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9. Terms & Conditions

- The County reserves the right to award to the most responsive and responsible bidder.
- The County is not obligated to accept the lowest bid.
- All work must comply with applicable local, state, and federal codes and regulations.
- The selected contractor must maintain appropriate insurance coverage for the duration of the project.
- The contractor shall be responsible for obtaining any required permits.
- Payment terms will be negotiated upon contract award (net 30 typical).

BID NO: 1507

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Monday August 10, 2026, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for the repair, maintenance, and battery replacement of the County's outdoor tornado warning siren system. At this time sealed bids will be publicly opened and read aloud.

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

Bid responses must be returned in a sealed envelope, clearly marked as a bid with the bid number and your company name on the outside.

Any questions regarding this bid should be directed to Tim Sartin, Cullman County EMA Director: (256) 739-5410.

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

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.

Bid Price: $_____

Company: _Mobile Communications America (MCA)_____

Mailing Address: ___1508 Noble Street_____

_Anniston, AL 36201_____

Phone/Fax: ___256-237-6697_____

Representative: ____Jeff Hudgins _____

Cullman County

Tornado Siren System Repair,

Maintenance & Battery Replacement

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1. Scope:

The Cullman County Commission (hereinafter "the County") is soliciting sealed proposals from qualified contractors for the repair, maintenance, and battery replacement of the County's outdoor tornado warning siren system. The system consists of approximately 20 siren locations throughout Cullman County, Alabama.

The objective of this bid is to define the full scope: batteries, boards, amplifiers, chargers, converters, front panels, rotators, cable management, radio replacement, feed lines, and the Logan relocation, plus a requirement that the vendor document operational status upon completion.

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2. Issuing Authority

Cullman County Commission
Cullman County, Alabama

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3. Submission Deadline

All bid proposals must be received no later than 2:00 PM Central Time on August 10, 2026.

Late submissions will not be accepted.

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4. Scope of Work

The selected contractor shall provide all labor, materials, equipment, and transportation necessary to complete the following work across all 20 siren locations:

4.1 General Requirements

- Inspect, diagnose, and repair all identified issues at each siren location
- Replace batteries at locations where batteries are dead, depleted, or have outdated date codes

- Restore full operational functionality to all sirens, rotators, front panels, chargers, and associated electronics
- Perform cable management and general cleanup where noted
- Provide a post-repair operational test of each siren

4.2 Site-Specific Scope of Work

#	Location	Issues / Work Required
1	Joppa	New amplifiers needed; new power control module needed; 4 batteries (2018 date code) to be evaluated/replaced. Evaluation $325.00 Batteries Each $200.00 each Power Control Module $ 975.00
2	Fairview	4 batteries with 2018 date code, replace as needed Evaluation$325.00 Batteries $200.00 each
3	Gold Ridge	Operational; 2 batteries with 2023 date code, evaluation Batteries $159.60 each
4	Vinemont	Front panel non-functional (repair/replace); rotator test pending panel fix; 2 batteries (2025 date code) Evaluation $325.00 May require a new cabinet if the parts are not available Batteries 159.60 each
5	West Point	Radio missing from shelter (replace); siren board blown capacitor (repair/replace board); new charger needed; 2 batteries at 0mv (replace) Evaluation $325.00 Radio Package replacement $1,700.00

		Logic Board $975.00
6	Battleground 1	Operational; 2 batteries with 2023 date code, evaluate and (replace) Evaluation $325.00 Batteries $159.60 each
7	Battleground 2	24v to 12v converter bad (replace); front panel non-functional (repair/replace); 2 batteries (2023 date code replace) Evaluation $325.00 Batteries $159.60 each 24/12 converter $ 177.00 Cabinet could need replacing if parts are not available
8	Sardis	Battery charger replacement; cable management on pole; driver board burnt with blown capacitors (replace); 4 batteries (2013/2023 date code, replace) Evaluation $325.00 Charger $1,064.00 Batteries $200.00 each Logic Board $975.00
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10	Brushy Pond	Solar panel powered, running dedicated power source; battery tender dead (replace); new power control board needed; 2 batteries (2018 date code, replace) Evaluation $325.00 Logic Board $975.00 Adding AC Power – evaluation will determine the cost.

11 Cold Springs	Operational; 2 batteries (2023 date code, replace) Evaluation $325.00 Batteries $159.60 each
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5. Instructions to Vendor

1. The successful vendor shall supply all materials, labor, tools, equipment, transportation, and other miscellaneous items necessary for completion of the work.
2. The successful vendor shall perform a diagnostic check of each site and report to the agency any issues with the site(s) that need to be serviced. The agency will determine from the report what, if any, additional work will be completed.
3. The successful vendor shall keep the working area free from debris of all types and remove from the premises all rubbish resulting from any work being done. At the completion of work, the vendor shall leave the premises in a clean and finished condition.

4. For this project the vendor is considered "the Contractor." Therefore, the Contractor shall hold a valid **State of Alabama General Contractor license**. A copy of this license shall be included in the bid packet or bid will be rejected.
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8. An **FCC-certified technician** shall perform installation of radio encoder equipment and all radio equipment. FCC certification of technician must be included in the "Required Documents" section of the bid package or bid will be rejected. No other certifications (FAA, etc.) will be acceptable as proof. The FCC technician must be directly employed by the contractor.
9. The Contractor shall maintain a minimum of **$3,000,000 general liability blanket coverage insurance** while contracted to install and service this system. In addition, the contractor shall provide proof of Vehicle Liability Insurance and Workers' Compensation. Proof of insurance coverage must be included in the bid package or bid will be rejected.
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6. Required Documents (Bid Will Be Rejected If Missing)

The following documents **must** be included in the sealed bid package:

1. Valid State of Alabama General Contractor License
2. Authorized Sales and Service Agent certification from the siren manufacturer
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4. FCC certification of technician (directly employed by contractor)

5. Proof of insurance: $3,000,000 General Liability, Vehicle Liability, and Workers' Compensation
6. Customer reference list demonstrating prior siren installation experience
7. Written explanation of how the 1-hour emergency response time requirement will be met

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7. Bid Requirements

Each proposal must also include:

1. **Company Information**: Legal name, address, primary contact, phone, email, and years in business
2. **Detailed Cost Proposal**: Itemized pricing broken down by location, including labor, materials/parts, travel/mobilization, and siren relocation costs (item #20)
3. **Project Timeline**: Proposed schedule for completion of all work
4. **24/7 Emergency Service Plan**: How the contractor will provide round-the-clock emergency response
5. **Exceptions or Alternates**: Any deviations from the scope as described

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9. Terms & Conditions

- The County reserves the right to award to the most responsive and responsible bidder.
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- The contractor shall be responsible for obtaining any required permits.
- Payment terms will be negotiated upon contract award (net 30 typical).

Mobile Communications America

Date: 8/9/2026

Jeff Hudgins
General Manager – Mass Notification Div.
256-478-0937

Mobile Communications America is Whelen's largest Premiere Dealer for sales and services. We have multiple locations in Alabama, and our Mass Notification Division is based in Anniston, Alabama. Cullman County currently activates and performs maintenance poling utilizing MCA's Rapid Warn software. Our technicians are available 24/7 for remote support and offer onsite support routine maintenance and repairs. MCA employees MNS technicians that operate bucket trucks, digger derricks and are qualified to perform all repairs needed on sirens and radio equipment.

Local Customers that we support:
Etowah County EMA – Installation and Maintenance
Calhoun County EMA – Installation and Maintenance
Talladega County EMA – Installation and Maintenance
Bartow County GA EMA – Installation and Maintenance
Cobb County GA - Installation and Maintenance

Timeline for evaluations can start as soon as the purchase order is received,

Evaluation Total $6,500.00
Potential Parts cost based on bid: $14,237.20.
The parts cost could change based on the detailed evaluation.

WHELEN®
ENGINEERING COMPANY INC.

"Our Mass Notification Products Speak for Themselves"™

June 5, 2025

To whom it may concern,

Please be advised that Mobile Communications America, located at 1508 Noble Street, Anniston, AL, is an authorized sales, service and Installation Premier Distributor of Whelen Mass Notification Products. Mobile Communications America is also authorized to sell our Mass Notification Products via our Sourcewell contract number 090122-WHL.

If you require additional information, please feel free to contact me.

Respectfully,

Chris Schaefer
National Sales Manager
Whelen Mass Notification Products
860-718-2291
cschaefer@whelen.com

Precision Communications
303777 Hwy 278 West
Aberdeen, MS 39730
205-456-8085
david.butts.precision@gmail.com

August 10, 2026

Cullman County Commission
Cullman County, Alabama

Re: Outdoor Tornado Warning Siren System Maintenance

Dear Cullman County Commission,

Precision Communications would like to thank you for the opportunity to submit our bid for the maintenance of Cullman County's outdoor tornado warning siren system. We appreciate the opportunity to serve Cullman County and to provide our expertise in maintaining this critical public safety system.

Precision Communications is a premier dealer for **Whelen Outdoor Mass Notification Systems**, and our experience with these systems allows us to provide knowledgeable, dependable, and professional service. We understand the importance of keeping an outdoor warning system properly maintained and operational, especially when it is relied upon to alert residents and visitors during severe weather and other emergency situations.

Our goal is to provide Cullman County with dependable maintenance, timely service, and the technical expertise necessary to help ensure the outdoor warning sirens remain ready to perform when they are needed most.

We appreciate your consideration of Precision Communications for this important work and look forward to the opportunity to work with the Cullman County Commission. Please feel free to contact us with any questions regarding our bid or the services we are proposing.

Thank you again for the opportunity to serve Cullman County.

Sincerely,

Precision Communications
David Butts
David Butts

BID NO: 1507

INVITATION TO BIDDERS
CORRECTED BID

The Cullman County Commission will be receiving bids until 2:00 p.m., Monday August 10, 2026, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for the repair, maintenance, and battery replacement of the County's outdoor tornado warning siren system. At this time sealed bids will be publicly opened and read aloud.

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

Bid responses must be returned in a sealed envelope, clearly marked as a bid with the bid number and your company name on the outside.

Any questions regarding this bid should be directed to Tim Sartin, Cullman County EMA Director: (256) 739-5410.

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

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 vendor 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.

Bid Price: $ 68,421.26

Company: Precision Comm.

Mailing Address: P.O. Box 298
Amory, MS 38821

Phone/Fax: 205-456-8085

Representative: David Britt

Cullman County

Tornado Siren System Repair,

Maintenance & Battery Replacement

1. Scope:

The Cullman County Commission (hereinafter "the County") is soliciting sealed proposals from qualified vendors for the repair, maintenance, and battery replacement of the County's outdoor tornado warning siren system. The system consists of approximately 20 siren locations throughout Cullman County, Alabama.

The objective of this bid is to define the full scope: batteries, boards, amplifiers, chargers, converters, front panels, rotators, cable management, radio replacement, feed lines, and the Logan relocation, plus a requirement that the vendor document operational status upon completion.

2. Issuing Authority

Cullman County Commission
Cullman County, Alabama

3. Submission Deadline

All bid proposals must be received no later than 2:00 PM Central Time on August 10, 2026.

Late submissions will not be accepted.

4. Scope of Work

The selected vendor shall provide all labor, materials, equipment, and transportation necessary to complete the following work across all 20 siren locations:

4.1 General Requirements

- Inspect, diagnose, and repair all identified issues at each siren location

- Replace batteries at locations where batteries are dead, depleted, or have outdated date codes
- Restore full operational functionality to all sirens, rotators, front panels, chargers, and associated electronics
- Perform cable management and general cleanup where noted
- Provide a post-repair operational test of each siren

4.2 Site-Specific Scope of Work

#	Location	Issues / Work Required
1	Joppa	New amplifiers needed; new power control module needed; 4 batteries (2018 date code) to be evaluated/replaced
2	Fairview	4 batteries with 2018 date code, replace as needed
3	Gold Ridge	Operational; 2 batteries with 2023 date code, evaluate
4	Vinemont	Front panel non-functional (repair/replace); rotator test pending panel fix; 2 batteries (2025 date code)
5	West Point	Radio missing from shelter (replace); siren board blown capacitor (repair/replace board); new charger needed; 2 batteries at 0mv (replace)

6	Battleground 1	Operational; 2 batteries with 2023 date code, evaluate and (replace)
7	Battleground 2	24v to 12v converter bad (replace); front panel non-functional (repair/replace); 2 batteries (2023 date code replace)
8	Sardis	Battery charger replacement: cable management on pole; driver board burnt with blown capacitors (replace); 4 batteries (2013/2023 date code, replace)
9	Crane Hill	Operational: 2 batteries with 2025 date code
10	Brushy Pond	Solar panel powered, running dedicated power source: battery tender dead (replace); new power control board needed: 2 batteries (2018 date code, replace)
11	Cold Springs	Operational: 2 batteries (2023 date code, replace)
12	Arkadelphia	Operational: 2 batteries (2018 date code, replace)

13 Walter	Rotator non-functional (repair); new charger needed; 2 batteries (2018 date code, replace)
14 Loretto	New feed line needed (50ft of LMR 400); 2 batteries (2018 date code, replace)
15 Smith Lake	Operational: 2 batteries with 2025 date code
16 Logan	Operational: 2 batteries (2015 date code, replace)
17 Bethsadia 1	Ribbon cable to front panel burnt (replace); only partial controls functional; 4 batteries (2025 date code)
18 Bethsadia 2	Operational: 4 batteries with 2025 date code
19 Welti	Operational: 4 batteries with 2025 date code

20	Logan (Relocation)	Take down Logan siren and relocate to another designated location

5. Instructions to Vendor

1. The successful vendor shall supply all materials, labor, tools, equipment, transportation, and other miscellaneous items necessary for completion of the work.
2. The successful vendor shall perform a diagnostic check of each site and report to the agency any issues with the site(s) that need to be serviced. The agency will determine from the report what, if any, additional work will be completed.
3. The successful vendor shall keep the working area free from debris of all types and remove from the premises all rubbish resulting from any work being done. At the completion of work, the vendor shall leave the premises in a clean and finished condition.
4. The Vendor shall be an **AUTHORIZED SALES AND SERVICE AGENT** of the warning siren manufacturer as well as the communications equipment proposed. A copy of this authorization must accompany the bid proposal, or the bid will be rejected. The authorized vendor must have a full-service facility in proximity to the owner and directly employ service technicians.
5. All installation/service shall be coordinated with the owner or a project manager appointed by the owner. Installation shall be performed professionally by an employee of the vendor and not a subcontractor. **No sub-contracting for installation will be permitted.**
6. All programming, reprogramming, or services to connect existing equipment must be provided in the bid. The Vendor must be certified to do so by the manufacturer of each. A letter of certification must be included in the bid, or the bid will be deemed non-compliant.
7. A **certified radio technician** shall install radio encoder equipment and all radio equipment. A certification of the technician must be included in the "Required Documents" section of the bid package, or the bid will be rejected. No other certifications will be acceptable as proof.
8. The vendor shall show proof of a **general liability blanket coverage insurance** while contracted to install and service this system. In addition, the vendor shall provide proof of

Vehicle Liability Insurance and Workers' Compensation. Proof of insurance coverage must be included in the bid package, or the bid will be rejected.

9. The vendor must demonstrate by reference prior experience in the installation of the proposed sirens. A **customer list must be included** in the bid package, or the bid will be rejected.
10. The Vendor shall provide **24 hours a day, 7 days a week service** for emergency repair if required. Vendor must prove how they can meet this requirement.
11. All work performed shall have a minimum of **one (1) year warranty** on all service, parts, equipment, etc. replaced at each site. All service calls shall be covered on new equipment for a period of one (1) year. This does not include existing equipment not replaced during this process.

6. Required Documents (Bid Will Be Rejected If Missing)

The following documents **must** be included in the sealed bid package:

1. Authorized Sales and Service Agent certification from the siren manufacturer
2. Manufacturer certification letter(s) for programming/service of existing equipment
3. Certified radio technician (directly employed by vendor)
4. Proof of insurance, General Liability, Vehicle Liability, and Workers' Compensation
5. Customer reference list demonstrating prior siren installation experience

7. Bid Requirements

Each proposal must also include:

1. **Company Information**: Legal name, address, primary contact, phone, email, and years in business
2. **Detailed Cost Proposal**: Itemized pricing broken down by location, including labor, materials/parts, travel/mobilization, and siren relocation costs (item #20)
3. **Project Timeline**: Proposed schedule for completion of all work
4. **24/7 Emergency Service Plan**: How the vendor will provide round-the-clock emergency response
5. **Exceptions or Alternates**: Any deviations from the scope as described

8. Terms & Conditions

- The County reserves the right to award to the most responsive and responsible bidder.
- The County is not obligated to accept the lowest bid.
- All work must comply with applicable local, state, and federal codes and regulations.
- The selected vendor must maintain appropriate insurance coverage for the duration of the project.
- The vendor shall be responsible for obtaining any required permits.
- Payment terms will be negotiated upon contract award (net 30 typical).