State of Alabama
Cullman County

RESOLUTION NO. - 2026-37

WHEREAS, the Cullman County Commission on the basis of an engineering and traffic investigation determines that the maximum speed permitted under Article 8, Title 32, Chapter 5A, Code of Alabama, 1975 for County Road 385 is more than reasonable and safe under the conditions found to exist upon said road; it is

THEREFORE RESOLVED, that the proper speed for County Road 385 is set at 30 miles per hour at all times and no person shall operate a motor vehicle in excess of 30 miles per hour on County Road 385;

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

ADOPTED this the 21st day of July 2026.

Jeff Clemons,
Chairman

Attest: County Clerk

Kerry Watson,
Commissioner

Kelly Duke,
Commissioner

Garry Marchman,
Commissioner

Corey Freeman,
Commissioner

RESOLUTION NUMBER 2026-38

WHEREAS, the Cullman County Commission intends to apply for state and federal matching funds for airport improvement projects for the Cullman Regional Airport during fiscal year 2027.

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

1. That Cullman County is authorized to make applications for airport improvement funding assistance from the State of Alabama Department of Transportation and the Federal Aviation Administration, for the purpose of undertaking projects in fiscal year 2027 to make improvements at the Cullman Regional Airport.

2. That the applications be submitted for and on behalf of Cullman County by its Chairman who is authorized by this resolution to sign applications and any related forms or documents on behalf of the County.

3. That Cullman County is authorized to enter into airport improvement funding agreements with the State of Alabama, acting by and through the Alabama Department of Transportation, and the Federal Aviation Administration, for the purpose of undertaking projects to make improvements at the Cullman Regional Airport, with partial funding provided by the State of Alabama and the Federal Aviation Administration.

4. That the agreements be executed in the name of Cullman County Commission for and on behalf of Cullman County by its Chairman.

5. That the authority of Cullman County Commission to enter into contracts with the State of Alabama and the Federal Aviation Administration has been reviewed by the County's attorney, and in his/her opinion, Cullman County Commission is duly authorized to commit Cullman County Commission to an agreement with the Alabama Department of Transportation and Federal Aviation Administration.

BE IT FURTHER RESOLVED, that the Cullman County Commission hereby affirms that the local matching share of funds in the amount required for this airport improvement project has been officially approved, placed into the budget of the airport and is available for expenditure upon execution of the Federal Aviation Administration's and the State of Alabama's funding agreements and the start of the project.

I, the undersigned qualified and acting as the County Clerk, of Cullman County, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the Cullman County Commission named therein, at a regular meeting of such body held on the 21st day of July, 2026, and that such resolution is on file in the office of Cullman County Commission.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Cullman County on this 21st day of July, 2026.

Tiffany Merriman
County Clerk

State of Alabama
Cullman County

RESOLUTION NO. - 2026-39

WHEREAS, the Cullman County Commission on the basis of engineering and traffic investigation determines that the maximum speed permitted under Article 8, Title 32, Chapter 5A, Code of Alabama, 1975 for County Road 458 is greater than is reasonable and safe under the conditions found to exist upon said road; it is

THEREFORE RESOLVED, that the proper maximum speed for County Road 458 is set at 25 miles per hour at all times and no person shall operate a motor vehicle in excess of 25 miles per hour on County Road 458;

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

ADOPTED this the 21st day of July 2026.

JEFF CLEMONS, CHAIRMAN

GARRY MARCHMAN
COMMISSIONER

ATTEST:

COUNTY CLERK

KERRY WATSON
COMMISSIONER

KELLY DUKE
COMMISSIONER

COREY FREEMAN
COMMISSIONER

Tax Abatement Agreement

This Abatement Agreement is made and entered into as of this 21st day of July, 2026, by and between Cullman County Commission (the Granting Authority), and Project Panel (the Company), its successors and assigns.

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

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

☑ new project 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 31st day of July, 2027; and

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

☐ inside the city limits of Cullman.

☐ inside the police jurisdiction of City of Cullman.

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

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

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

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

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

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

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

WHEREAS, at its meeting held on the 21st day of July, 2026 (the Meeting), the Granting Authority approved the Company's application for abatement of (check all that apply):

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

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

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

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

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

☑ owned by the entity applying for the abatement,

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

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

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

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

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

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

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

generation economic development plan, which includes target sectors such as: Agriculture & Food, Bioscience, Chemical Manufacturing, Defense, Forestry & Wood Products, Metal & Advanced Material, Mobility, and Technology; and enablers such as: Business Services and Logistics & Distribution.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☑ (a) If no bonds are to be issued, noneducational/unabated property taxes are expected to be approximately $ 22,476 per year and the maximum period for such abatement shall extend for a period of _____ years, measured as provided in Section 40-9B-3(a)(12) of the Act, as amended from time to time.

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

☑ (c) Construction related transaction taxes, except those local construction related transaction taxes (1) levied for educational purposes or for capital improvements for education and (2) the unabated portion of state construction related transaction taxes pursuant to Section 40-9I-1(2), Code of Alabama 1975, are expected to be approximately $ 36,585 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: $ 6,610,500;

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

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

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

GENERALLY

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

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

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

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

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

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

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

This Agreement is executed as of the dates specified below.

_____	Cullman County Commission
(the Company)	(the Granting Authority)
By: _____	By: _____
Name: _____	Name: Jeff "Clem" Clemons
Title: _____	Title: Chairman
Date: _____	Date: 7/21/26

RESOLUTION NO. 2026-127
TO AMEND THE TAX ABATEMENT FOR PROJECT PANEL

This Amended Resolution is made this 6th day of July, 2026 to replace the existing resolution passed on the 26th day of May, 2026 by the City of Cullman, Alabama, to grant a tax abatement for Project Panel. This resolution is amended to show that Project Panel has changed their capital investment figure to $6,610,500.

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

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

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

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

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

WHEREAS, the construction of the project will involve capital investment of $6,610,500; and

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

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

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

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

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

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

I hereby certify that the foregoing was duly adopted by the City of Cullman, Alabama of Alabama at a meeting held on the 6th day of July, 2026.

ADOPTED BY THE CITY COUNCIL this the 6th day of July, 2026.

President of the City Council

ATTEST:

City Clerk

APPROVED BY THE MAYOR this the 6th day of July, 2026.

Mayor

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COUNCIL AGENDA REQUEST

Date: 07/01/2026

Department: Economic Development **Name:** Pam Leslie

Phone: 256-775-7104 **Email:** pleslie@cullmanal.gov

Type of request (select all that apply):

___ Alcohol License	___ Annexation	___ Bid Award
___ Budget Amendment	___ Change Order	___ Codification Change
___ Contract Approval	___ Petition	___ Proclamations
___ Public Comment	_x_ Resolution	___ Rezoning
___ Special Event	_x_ Tax Abatement	___ Variance
___ Other		

Reason for Request:

This is an amendment for the Project Panel abatement that was previously approved. The total project cots increased by more than 10 percent from the amount originally estimated; therefore, an amendment is required. Both documents need to be executed and returned to CEDA for submission to the state and county.

Supporting Documentation:

_x_ Attach supporting documentation.

Signature: Signed by: Pam Leslie B0578081B73C424

Approval Sequence:

1. **Administration – City Clerk's Office**
   Verifies form is completed and proper documentation is attached.
   _x_ Approved to Move Forward ___ Rejected ___ Return to Requestor
   Comments:
   Signature: Pam Leslie **Date:** July 1, 2026 | 5:04 PM CDT

2. **Council Committee Chairperson** - Kim Hall
   Ensures necessity of the request.
   _x_ Approved to Move Forward ___ Rejected ___ Return to Admin
   Comments:
   Signature: Kim Hall **Date:** July 1, 2026 | 5:08 PM CDT

3. **Council President**
   _x_ Approved for Council Agenda ___ Rejected ___ Return to Committee
   Comments:
   Signature: Kim Hall **Date:** July 1, 2026 | 5:08 PM CDT

4. **Administration – City Clerk's Office**
   _x_ Added to Council Agenda Date of Meeting: 07/06/2026
   Comments:
   Signature: Wes Moon **Date:** 07/01/2026

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Tax Abatement Agreement

This Abatement Agreement is made and entered into as of this 6th day of July, 2026, by and between Cullman City Council (the Granting Authority), and Project Panel (the Company), its successors and assigns.

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

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

☑ new project 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 31st day of July, 2027; and

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

☑ inside the city limits of Cullman.

☑ inside the police jurisdiction of City of Cullman.

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

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

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

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

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

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

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

WHEREAS, at its meeting held on the 6th day of July, 2026 (the Meeting), the Granting Authority approved the Company's application for abatement of (check all that apply):

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

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

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

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

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

☑ owned by the entity applying for the abatement,

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

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

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

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

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

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

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

generation economic development plan, which includes target sectors such as: Agriculture & Food, Bioscience, Chemical Manufacturing, Defense, Forestry & Wood Products, Metal & Advanced Material, Mobility, and Technology; and enablers such as: Business Services and Logistics & Distribution.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☑ (a) If no bonds are to be issued, noneducational/unabated property taxes are expected to be approximately $ 22,476 per year and the maximum period for such abatement shall extend for a period of 10 years, measured as provided in Section 40-9B-3(a)(12) of the Act, as amended from time to time.

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

☑ (c) Construction related transaction taxes, except those local construction related transaction taxes (1) levied for educational purposes or for capital improvements for education and (2) the unabated portion of state construction related transaction taxes pursuant to Section 40-9I-1(2), Code of Alabama 1975, are expected to be approximately $ $36,585 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: $ $6,610,500.

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

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

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

GENERALLY

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

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

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

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

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

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

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

This Agreement is executed as of the dates specified below.

PanelMade LLC	City of Cullman
(the Company)	(the Granting Authority)
By: [signature]	By: [signature]
Name: Ron Ben-Zeev	Name: Woody Jacobs
Title: It's Managing Member	Title: Mayor
Date: 07/29/2026	Date: July 6, 2026

Resolution Number _____

This Resolution is made this 21st day of July, 2026 by the Cullman County Commission (the Granting Authority), to grant a tax abatement to Project Panel (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 $6,610,500; and

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

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

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

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

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

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

☐ all mortgage and recording taxes

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

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

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

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

I hereby certify that the above and foregoing was duly adopted by the Cullman City Council at a meeting held on the 21st day of July, 2026.

Tyra Merriman
(Secretary)

Project Panel
Abatement & Educational Tax Revenue Estimate
July/16/2026

	Investment
Land	$400,000
New Building/Additions	$1,000,000
Existing Building	$3,325,000
Non-Manufacturing Equipment & Machinery	$50,000
Manufacturing Machinery (New)	$200,000
Manufacturing Machinery	$1,635,500
Total Project	**$6,610,500**
Sales Tax on Construction Materials	
Total Plant Building/Additions Cost	$1,000,000
Estimated Ratio of Cost of Materials	0.5
Cost of Materials	$500,000
Education Sales Tax Rate = 2.85%	0.0285
Total Construction Sales Education Tax Revenues	**$14,250**
Percentage of Sales Tax Abated = 6.15%	0.0615
Abated Sales Tax on Construction Materials	**$30,750**
Sales Tax on Non-Manufacturing Equipment	
Total Non-Manufacturing Equipment Cost	$50,000
Education Sales Tax Rate = 2.85%	0.0285
Total Sales Education Tax Revenues, Non-Manufacturing Equipment	**$1,425**
Percentage of Sales Tax Abated = 6.15%	0.0615
Abated Sales Tax on Non-Manufacturing Equipment	**$3,075**
Sales Tax On Manufacturing Machinery	
Total Equipment	$200,000
Education Sales Tax Rate = 2.12%	0.0212
Total Sales Education Tax Revenues, Manufacturing Machinery	**$4,240**
Percentage of Use Tax Abated Machinery= 1.38%	0.0138
Abated Sales Tax on Non Manufacturing Machinery	**$2,760**
Total Abated Sales Tax	**$36,585**
Ad Valorem Education Tax Revenues	

Value of Project	$6,610,500
Current Ratio of Assessed to Market Value	0.2
Tax Rate On Proposed Site	$1,322,100
Education Millage Rate for the City of Cullman = 20.5 unabatable	0.0205
ACT 2025-84 – Unabated Ad Valorem Tax 1 mill	0.001
Annual Ad Valorem Education Tax + Act 2025-84 Revenues	**$28,425**
Ten Year Period	10
Total Ad Valorem Education Tax Revenues	**$284,252**
Abated Millage Rate = 17 Mills Abated	0.017
Annual Abated Ad Valorem Taxes	**$22,476**
Total Ad Valorem Abated Tax Revenues	**$224,757**
Totals	
Sales/Use Tax, Construction Materials	$14,250
Sales/Use Tax on Non-Manufacturing Equipment	$1,425
Sales/Use Tax, Manufacturing Machinery	$4,240
Ad Valorem Taxes	$284,252
Total Education Tax Revenues Over 10 Years	**$304,167**
Total Abated Sales Tax	**$36,585**
Total Ad Valorem Abated Tax Revenues	**$224,757**
Total Taxes Abated over 10 Year Period	**$261,342**

The information provided herein in no way obligates any party to any formal commitment.
These figures are only estimates. Actual figures will vary according to actual investment.

Note: The incentive offered by both the State of Alabama and the City of Cullman available to companies which meet the minimum investment and employment requirements as set forth by the State of Alabama.

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR

STATE OF ALABAMA

ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS

KENNETH W. BOSWELL
DIRECTOR

July 16, 2026

The Honorable Jeff Clemons
Chairman of the Cullman County Commission
500 2nd Avenue, Southwest
Cullman, Alabama 35055-4135

RE: Recreational Trails Program (RTP)
Project 25-RT-55-01 – Stony Lonesome OHV Park Improvements

Dear Chairman Clemons:

The Alabama Department of Economic and Community Affairs (ADECA) was informed by the Federal Highway Administration that the above-referenced project must be amended and separated into two projects: one for construction and one for the purchase of equipment. The separation is intended to protect the eligible funding, clearly distinguish allowable cost, and avoid confusion. Therefore, the project scope and funding line items are being amended as follows:

- Amend the Federal Award Project Description to read: "Construct a storage facility for ATV's and campers and a storage facility for park equipment and purchase and install prefabricated cabins at Stony Lonesome OHV Park."
- Reduce the Amount of Federal Funds Obligated by this Agreement, Total Amount of Federal Funds Obligated to Subrecipient, and Total Amount of Federal Award from $711,539.20 to $673,000.00
- Reduce the Total Project cost from $889,424.00 to $841,250.00
- Reduce the Subrecipient Amount from $177,884.80 to $168,250.00

Please sign the attached amendment document. Once signed, email a copy of the executed amendment to Mr. Les Davis at les.davis@adeca.alabama.gov within five business days of the date of this letter. Please retain your copy of the signed amendment in the project file.

If you have any questions regarding this amendment or your project, please contact Mr. Davis, RTP Specialist, at the email address above or by telephone at (334) 353-3151.

Sincerely,

Kenneth W. Boswell
Director

KWB:LE:km
Attachment
cc: Ms. Tiffany Oldacre, Assistant Director, Cullman County Economic Development
Mr. Luke Wood, Project Coordinator, Cullman County Economic Development
Mr. Matt Kinsland, Director, Cullman County Economic Development

STATE OF ALABAMA
DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS

RTP AGREEMENT NUMBER: **25-RT-55-01**
AMENDMENT NUMBER: **1**
CULLMAN COUNTY COMMISSION

AMENDMENT TO PROJECT AGREEMENT

This amendment to project 25-RT-55-01 is hereby made and agreed upon by the State of Alabama acting through the Director of the Department of Economic and Community Affairs and the Cullman County Commission pursuant to the Recreational Trails Program Act of 1998.

The State and project sponsor, in mutual consideration of the promises made herein and, in the agreement, of which this is an amendment, do promise that the above-referenced agreement is amended as follows:

1. Amend the Federal Award Project Description to read: "Construct a storage facility for ATV's and campers and a storage facility for park equipment and purchase and install prefabricated cabins at Stony Lonesome OHV Park."
2. Reduce the Amount of Federal Funds Obligated by this Agreement, Total Amount of Federal Funds Obligated to Subrecipient, and Total Amount of Federal Award from $711,539.20 to $673,000.00
3. Reduce the Total Project cost from $889,424.00 to $841,250.00
4. Reduce the Subrecipient Amount from $177,884.80 to $168,250.00
5. No other changes.

In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof, the parties hereto have executed this amendment as of the date entered below.

STATE OF ALABAMA

Kenneth W. Boswell, Director
Alabama Department of Economic and Community Affairs

7/15/2024
(Date)

CULLMAN COUNTY COMMISSION

(Signature) 7/21/24 **(Date)**

Jeff Clemons
(Printed Name)

Chairman
(Title)

This contract/grant has been reviewed for content, legal form, and it complies with all applicable laws, rules and regulations of the State of Alabama governing these matters.

Richard DeWeese, ADECA General Counsel

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR

STATE OF ALABAMA

ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS

KENNETH W. BOSWELL
DIRECTOR

July 16, 2026

The Honorable Jeff Clemons
Chairman of the Cullman County Commission
500 2nd Avenue, Southwest
Cullman, Alabama 35055-4135

RE: Recreational Trails Program (RTP)
Project 25-RT-55-02 – Stony Lonesome OHV Park Maintenance Equipment

Dear Chairman Clemons:

The Alabama Department of Economic and Community Affairs (ADECA) was informed by the Federal Highway Administration that the county's RTP project at Stony Lonesome OHV Park must be separated into two projects: one for construction and one for the purchase of equipment. The separation is intended to protect the eligible funding, clearly distinguish allowable cost, and avoid confusion. As a result, the above-referenced project has been designated for the purchase of a small trail observation and maintenance vehicle, a transport trailer, and a drone to support trail observation and maintenance at Stony Lonesome OHV Park. Therefore, it will be necessary to sign the attached grant agreement.

Please email a copy of the executed agreement to Mr. Les Davis at les.davis@adeca.alabama.gov within five business days of the date of this letter. Please retain your copy of the signed grant agreement in the project file.

If you have any questions regarding the grant agreement or your project, please contact Mr. Davis, RTP Specialist, at the email address above or by telephone at (334) 353-3151.

Sincerely,

Kenneth W. Boswell
Director

KWB:LE:km
Attachment
cc: Ms. Tiffany Oldacre, Assistant Director, Cullman County Economic Development
Mr. Luke Wood, Project Coordinator, Cullman County Economic Development
Mr. Matt Kinsland, Director, Cullman County Economic Development

STATE OF ALABAMA)
MONTGOMERY, ALABAMA)

AGREEMENT NO. **25-RT-55-02**

SUBAWARD AGREEMENT

This Subaward Agreement ("Agreement") is effective as of the **24th** day of **July 2025** by and between the **Cullman County Commission** ("Subrecipient") and the **Alabama Department of Economic and Community Affairs** ("ADECA").

Subrecipient's Name: Cullman County Commission

Subrecipient's Unique Entity ID number: J8QMAA1TCUK3

Federal Award Identification Number ("FAIN"): 693JJ22530000Y940ALRT25307

Federal Award Date: July 24, 2025

Subaward Period of Performance Start Date and End Date: July 24, 2025, through January 31, 2027

Subaward Budget Start Date and End Date: July 24, 2025, through January 31, 2027

Amount of Federal Funds Obligated by this Agreement: $38,539.20

Total Amount of Federal Funds Obligated to Subrecipient: $38,539.20

Total Amount of Federal Award: $38,539.20

Total Project: $48,174.00 **Subrecipient Amount:** $9,634.80

ADECA Percentage: 80% **Subrecipient Percentage:** 20%

Project Name: Stony Lonesome OHV Park Maintenance Equipment

Federal Award Project Description: Purchase a small trail observation and maintenance vehicle, a transport trailer, and a drone to support trail observation and maintenance at Stony Lonesome OHV Park.

Name of Federal Awarding Agency: U.S. Department of Transportation, Federal Highway Administration ("FHWA")

Pass-through Entity: Alabama Department of Economic and Community Affairs

Contact Information for Pass-through Entity's Official: Kenneth W. Boswell, Director of ADECA

Identification of Whether Subaward is Research and Development: No

Indirect Cost Rate for Federal Award: 0%

WITNESSETH THAT:

WHEREAS, ADECA desires to engage the Subrecipient to carry out certain activities and services financed through the Federal Assistance authorized under the State's Recreational Trails Program ("RTP") and 23 U.S.C. § 206.

NOW THEREFORE, the parties hereto do mutually agree as follows:

ADECA hereby agrees to engage the Subrecipient, and the Subrecipient hereby agrees to carry out the activities and services in connection with RTP project **25-RT-55-02** and Federal Award **693JJ22530000Y940ALRT25307**.

The Subrecipient, in assisting ADECA during the period of this Agreement and with the Federal Assistance provided for in this Agreement, shall perform all the necessary services stated in this Agreement.

Upon execution of this Agreement, ADECA agrees to provide Federal Assistance to the Subrecipient under the RTP. Such Federal Assistance is subject to the terms and conditions of this Agreement, all applicable laws, regulations, and all other requirements of ADECA, the State, and the U.S. Department of Transportation, now or hereafter in effect.

A. DEFINITIONS

1. "Agreement" consists of the terms and conditions of this Agreement, below; any of its amendments or supplements; the Letter of Award and related submissions; the Subrecipient's Application and its assurances, certifications, maps, schedules, and other submissions; the *ADECA Recreational Programs Administrative Manual* and its addendums; and Attachment A.

2. "Application" means the Subrecipient's application for FHWA assistance under the RTP that has been approved by ADECA.

3. "State" means the State of Alabama.

4. "Letter of Award" means the letter to the Subrecipient from ADECA setting forth requirements which shall be satisfied by Subrecipient prior to execution of this Agreement.

5. "Subrecipient" means the entity signing this Agreement who is identified in the Letter of Award and who is receiving Federal Assistance through this Agreement as the first tier subrecipient.

B. SCOPE OF SERVICES

1. The Subrecipient agrees to perform and carry out in an expedient, satisfactory, and proper manner, as determined by ADECA, the work activities and administrative services

described in the Application and in this Agreement, unless otherwise expressly directed by ADECA.

2. The Subrecipient agrees to permit and to facilitate ADECA's review of the work activities and administrative services related to this Agreement, at a location as determined by ADECA.

3. The Subrecipient shall submit quarterly progress reports on work activities and administrative services to ADECA. Also, Subrecipient shall submit additional progress reports upon ADECA's request.

4. The Subrecipient agrees to accept responsibility for ensuring compliance with this Agreement by second-tier subrecipients, contractors, and subcontractors related to this Agreement.

C. CHANGES

1. ADECA or the Subrecipient may request changes in the scope of work, the services to be performed, and/or the Subrecipient's compensation under this Agreement. To be effective, such changes shall follow ADECA's rules and policies and must be mutually agreed upon by and between ADECA and the Subrecipient in written amendments to this Agreement.

2. Notwithstanding the above, ADECA may approve a revision to the Subrecipient's budget document for the RTP project under this Agreement without a formal written amendment to this Agreement. In no case shall the revision change the total amount of compensation identified under the terms stated in Section F, below, without a written amendment to this Agreement.

D. PERSONNEL

1. It shall be the responsibility of the Subrecipient, when necessary, to hire employees or contract (or subcontract) with a third party to perform work set out in Section B, above, to include the work activities and administrative services described in the Application. All employees or contractors (or subcontractors) shall be fully qualified and authorized or permitted under Alabama and local law to perform such services.

2. Upon ADECA's request, the Subrecipient shall provide ADECA with a sampling of all contracts (or subcontracts) for said work or services.

E. TIME OF PERFORMANCE

The Subrecipient shall commence performance of this Agreement on **July 24, 2025.** The full Subaward amount shall be expended by **January 31, 2027.**

1. ADECA retains the right to rescind all or part of the Federal Assistance committed by this Agreement should ADECA determine that the Subrecipient (or its contractor or subcontractor) has not adhered to the Application or Agreement.

2. The Subrecipient hereby certifies that it will implement the work activities and administrative services described in the Application and Agreement. Failure to do so may affect the Subrecipient's eligibility to participate in other programs administered by ADECA.

F. METHOD OF PAYMENT

1. ADECA and Subrecipient have agreed upon a total payment of RTP funds not to exceed **$38,539.20**

2. Subrecipient will be paid in advance, provided that it maintains a cash management plan and maintains (or demonstrates the willingness and ability to maintain) both written procedures that minimize the time elapsing between the transfer of funds and disbursement by Subrecipient and financial management systems that meet the standards for fund control and accountability in accordance with 2 C.F.R. § 200.305. If the requested advance exceeds thirty (30) days, Subrecipient must provide a written explanation with the invoice requesting advance funds and is subject to approval by ADECA. Source documentation and a follow-up invoice must be submitted to account for the actual expenditures made against advances.

3. Subrecipient will be paid on a reimbursement basis when the above requirements for advances cannot be met, the Federal awarding agency has specific conditions per 2 C.F.R. § 200.305, or Subrecipient requests, in writing, payment by reimbursement.

4. Subrecipient agrees to match the expenditures incurred in the execution of activities stated herein with matching cash or "in-kind" services as shown in the approved RTP Project Cost Estimate (original or revised). Payment of funds is subject to availability of Federal funds awarded to ADECA for RTP.

5. Subrecipient must invoice at least quarterly but may invoice as often as once a month. All invoices must be cleared within sixty (60) days of the close of the Agreement and appropriate backup data must be furnished with each invoice in accordance with ADECA's RTP policy letter(s).

6. In addition to the above clauses, the Subrecipient (and its contractors and subcontractors) shall agree with, and shall adhere to, the terms stated in Section L. herein this Agreement and Attachment A to this Agreement.

G. CLOSEOUT PROCEDURES

Within 60 days of the project completion date (when all work on a project is completed, or the date the project expires, whichever comes first), the Subrecipient shall follow the ADECA Federal Initiatives and Recreation Division's established RTP closeout procedures when

closing the RTP project under this Agreement. The Subrecipient may access ADECA's RTP closeout documents from the ADECA Federal Initiatives and Recreation Division's RTP staff and on the ADECA website at http://www.adeca.alabama.gov.

H. RECORD RETENTION

1. Financial records, supporting documents, statistical records, and all other non-Federal entity (to include ADECA, the Subrecipient, contractors, and subcontractors) records pertinent to a Federal Award (to include the RTP project under this Agreement) must be retained for a period of at least three years from the date of ADECA's submission of the final expenditure report on this Federal Award to the U.S. Department of Transportation, or for Federal Awards that are renewed quarterly or annually, from the date of ADECA's submission of the quarterly or annual financial report, respectively, as reported to the U.S. Department of Transportation (as the Federal awarding agency) or pass-through entity (ADECA) in the case of the Subrecipient.

2. Because Federal agencies (to include the U.S. Department of Transportation) may have different record retention requirements, each of ADECA's Divisions will have its own record retention requirements so as to comply with the appropriate Federal record retention requirements. For the ADECA Federal Initiatives and Recreation Division's RTP record retention requirements applicable to this Federal Award and the RTP project under this Agreement, the following record retention requirements are applicable:

The Subrecipient is required to keep all financial records, supporting documents, statistical records, and all other records pertinent to this award in accordance with 2 C.F.R. Part 200 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved. The retention period begins from the date of the final expenditure report for the project.

3. When applicable, the Subrecipient, contractors, and subcontractors shall comply with the Alabama Competitive Bid Law (Ala. Code § 41-16-54), which requires that all original bids, together with all documents pertaining to the award of a contract, shall be retained in accordance with a record retention period of at least seven years.

I. INCORPORATION OF SUBMISSIONS MADE UNDER THE LETTER OF AWARD

The submissions made pursuant to the Letter of Award are incorporated into this Agreement by reference to said Letter. The Subrecipient, by execution of this Agreement, further certifies that:

1. The Subrecipient has complied with all applicable requirements of 23 C.F.R. § 771.105, and the Subrecipient's applicable environmental review forms will be submitted for approval by ADECA.

2. The Subrecipient has complied with Section 106 of the National Historic Preservation Act of 1966, as amended (54 U.S.C. § 300101) and Executive Order 11592.

3. Where applicable, the Subrecipient has consulted with other State agencies, as appropriate, and has obtained applicable permits and/or has satisfied other conditions imposed from those State agencies which have authority to review RTP project applications, and/or issue permits, and/or retain other responsibilities in regard to local or State projects.

J. OFFICE OF MANAGEMENT AND BUDGET (OMB) UNIFORM GUIDANCE FOR FEDERAL AWARDS

For any and all contracts or grants made by a non-Federal entity under a Federal Award, the non-Federal entity must comply with 2 C.F.R. Part 200, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which includes but is not limited to, subpart B, General Provisions; subpart C, Pre-Federal Awards Requirements and Contents of Federal Awards; subpart D, Post Federal Award Requirements; subpart E, Cost Principles; subpart F, Audit Requirements; and all accompanying appendices.

K. REQUIRED TERMS UNDER 2 C.F.R. § 200.327

For any and all contracts made by a non-Federal entity under a Federal Award, 2 C.F.R. § 200.327 requires provisions covering the following (as found in Appendix II to Part 200) be included and adhered to as applicable and unless specifically excluded by other Federal regulations:

1. TERMINATION OF AGREEMENT

(a) A clause addressing a termination for cause and convenience must be included in all contracts in excess of $10,000. The following provisions apply to termination under this grant agreement, whether termination by ADECA or by the Subrecipient. The performance of work under this agreement may be terminated in whole or in part for the following circumstances:

(1) **Termination for Convenience**. This Agreement may be terminated by either party with thirty (30) days written notice. Said notice shall specify the reasons for requesting such termination. If ADECA determines that continuation of the work will serve no useful public purpose, then this Agreement may be terminated by ADECA, and the Subrecipient shall be entitled to necessary expenses incurred through the date of termination or the date services are last provided, whichever occurs first.

(2) **Termination for Cause**. If, through any cause, the Subrecipient shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, and such failure or violation is not corrected within fifteen (15) days after such notice is given by ADECA to the Subrecipient, then ADECA shall

thereupon have the right to immediately terminate or suspend this Agreement by giving written notice to the Subrecipient of such termination or suspension and specifying the effective date thereof.

(b) In the event of termination, either for convenience or for cause, all property, finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer tapes, computer programs, and reports prepared by the Subrecipient under this Agreement shall, at the option of ADECA, and if in accordance with applicable State and Federal regulations, become the property of ADECA. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

(c) Notwithstanding the above, the Subrecipient shall not be relieved of liability to ADECA for damages sustained by ADECA by virtue of any breach of the Agreement by the Subrecipient, and ADECA may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due ADECA from the Subrecipient is determined.

2. HEARING ON APPEAL

(a) The Subrecipient shall have the right to appeal any determination to terminate made by ADECA; however, if the Subrecipient has failed to submit its appeal, in writing, within ten (10) calendar days from written notice of the termination, and/or has failed to request and receive approval from ADECA for extension of such, then the Subrecipient shall have no further right of appeal.

(b) A hearing shall be conducted at ADECA's offices in Montgomery, Alabama, or any other appropriate location at ADECA's discretion, with a written notification of the time, place, and subject matter provided by ADECA to the Subrecipient.

3. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with 41 C.F.R. § 60-1.4(b) and Executive Order 11246 (as amended by Executive Order 11375), for any Federally assisted construction contract as defined by 41 C.F.R. § 60-1.3, contractors, during the performance of this Agreement, hereby agree as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work: Provided, that if the Subrecipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Subrecipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Subrecipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings.

4. COPELAND "ANTI-KICKBACK" ACT

For all prime construction contracts in excess of $2,000, the Subrecipient or Contractor shall comply with the Copeland "Anti-Kickback" Act, 40 U.S.C. § 3145, as supplemented by U.S. Department of Labor regulations (29 C.F.R. Part 3), which prohibits a Contractor or Subrecipient from inducing any person employed in the construction, completion, or repair of a public work from giving up any compensation to which he or she is entitled to receive. In the event of a suspected or reported violation of the Copeland "Anti-Kickback" Act, ADECA shall report such violation to the Federal awarding agency (U.S. Department of Transportation).

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

In the event this contract or grant award is for an amount in excess of $100,000 and involves the employment of mechanics and laborers, the Subrecipient or Contractor shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701–08, specifically 40 U.S.C. § 3702 and § 3704, as supplemented by U.S. Department of Labor regulations (29 C.F.R. Part 5). Said Act includes provisions which provide that a contractor must compute the wages of mechanics and laborers on the basis of a standard 40-hour work week. If an employee works in excess of 40 hours during a work week, the employee must be compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours. Further, neither a laborer nor a mechanic can be required to work in unsanitary, hazardous or dangerous conditions.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and ADECA or the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance of experimental, developmental, or research work under that "funding agreement," ADECA or the Subrecipient must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by the Federal awarding agency (U.S. Department of Transportation).

7. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

In the event this contract or grant award is for an amount in excess of $150,000, the Subrecipient or Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §§ 7401–7671q, and the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251–1387. ADECA shall report any suspected or reported violation to the Federal awarding agency (U.S. Department of Transportation) and to the Environmental Protection Agency ("EPA").

8. DEBARMENT AND SUSPENSION

(a) The Subrecipient is prohibited from using any contractor or subcontractor or vendor that has been debarred, suspended, or otherwise excluded from participation in Federal Assistance programs (Executive Orders 12549 and 12689).

(b) The Subrecipient shall require participants in lower tier covered transactions to include the certification on Government-wide Debarment and Suspension (Non-Procurement) for it and its principals in any proposal submitted in connection with such lower tier covered transactions (see 2 C.F.R. § 180.300). The Excluded Parties List System is available for access from the System for Award Management website at https://www.SAM.gov.

(c) The Subrecipient certifies, by entering into this Agreement, that neither it nor its principals, nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement or any contract or subcontract hereto related, by any Federal agency or by ADECA and/or any department, agency, or political subdivision of the State. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subrecipient.

(d) The Subrecipient certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Agreement, and that it shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Subrecipient shall immediately notify ADECA if any subcontractor becomes debarred or suspended, and shall, at ADECA's request, take all steps required by ADECA to terminate its contractual relationship with that subcontractor for work to be performed under this Agreement.

9. BYRD ANTI-LOBBYING ACT

In the event this contract or grant award is for an amount exceeding, $100,000, the Subrecipient or Contractor shall comply with the Byrd Anti-Lobbying Act, 31 U.S.C. § 1352, and shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Such disclosures are forwarded from tier to tier up to the non-Federal Award (ADECA).

The Subrecipient will require that the language of the paragraph above be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements).

10. PROCUREMENT OF RECOVERED MATERIALS

The Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to 2 C.F.R. § 200.323(b), subrecipients are encouraged, to the extent practicable and permitted by law, to purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products, in keeping with Executive Order 14057.

11. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT OR SERVICES.

(a) Subrecipients are prohibited from obligating or expending grant funds to:

(1) Procure or obtain covered telecommunications equipment or services;

(2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in Section 889 of Pub. L. No. 115-232, "covered telecommunications equipment or services" means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security

purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) When a subrecipient accepts a grant subaward, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in 2 C.F.R. § 200.216. The subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment and serv ices beyond the certification provided upon accepting the grant and those provided upon submitting payment requests and financial reports.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

L. OTHER APPLICABLE FEDERAL AND STATE LAWS

In addition to the above Sections, the Subrecipient agrees that the Subrecipient and its contractors, and subcontractors shall agree with, and shall adhere to, the following:

1. WHISTLEBLOWER PROTECTIONS

An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. § 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The Subrecipient must inform its employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712.

2. TOBACCO SMOKE

Pub. L. No. 103-227, Title X, Part C, also known as the Pro-Children Act of 1994 (20 U.S.C. § 6083) prohibits smoking in any portion of any indoor facility owned or leased or contracted for by an entity used routinely or regularly for the provision of health, daycare, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through State or local governments by Federal grant, contract, loan, or loan guarantee.

3. DRUG-FREE WORKPLACE REQUIREMENTS

In accordance with the provisions of Title V, Subtitle D of Pub. L. 100-690 or Pub. L. 111-350 (41 U.S.C. § 8101 *et seq.*), the "Drug-Free Workplace Act of 1988," all subrecipients (to include ADECA, the Subrecipient, contractors, and subcontractors) must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment.

4. TRANSPARENCY ACT

Awards under Federal programs are included under the provisions of Pub. L. 109-282, the Federal Funds Accountability and Transparency Act of 2006. Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of $30,000 through the Federal Subaward Reporting System (https://www.fsrs.gov/) and in accordance with the terms found in Federal regulations at 2 C.F.R. Part 170, including Appendix A. Therefore, the Subrecipient, contractors, and subcontractors who meet this threshold will be required to furnish this information to the ADECA Federal Initiatives and Recreation Division which is funding the Subrecipient through this

Agreement. Specific reporting processes will be provided by the applicable ADECA Division to the Subrecipient. Active enrollment in the System for Award Management is a condition of payment under Section F., above, of this Agreement.

5. POLITICAL ACTIVITY

The Subrecipient shall comply with the Hatch Act (5 U.S.C. § 1501 *et seq.*) regarding political activity by public employees or those paid with Federal funds. None of the funds, materials, property, or services contributed by the Subrecipient or ADECA under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

6. HUMAN TRAFFICKING PROVISIONS

The award is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, codified in 22 U.S.C. § 7104.

7. PURCHASES OF AMERICAN-MADE EQUIPMENT AND PRODUCTS

(a) **Buy American Act** — As stated in Section 507 of Pub. L. No. 103-333, 108 Stat. 2573, it is the sense of Congress that to the extent practicable, all equipment and product purchases with funds from this Agreement should be American made.

(b) **Buy America Act** — The Subrecipient agrees to abide by the Buy America Act (Pub. L. No. 109-59, 119 Stat. 1464), as amended, codified at 23 U.S.C. § 313, and FHWA's related regulatory policy found in 23 C.F.R. § 635.410. If the total amount of the project is below $500,000, the Buy America requirements for iron, steel, manufactured product, and construction materials is waived. If the total amount of the project is over $500,000, the allowable threshold for noncompliant products is the lesser of $1,000,000 or 5% of total applicable costs for the project. However, if the noncompliant products include iron, steel, manufactured products, the FHWA's threshold amount of 0.1% of the total contract amount or $2,500 applies.

8. MANDATORY DISCLOSURES

Pursuant to 2 C.F.R. § 200.113, the Subrecipient must promptly disclose whenever, in a timely manner, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729–33). The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and the Department. Subrecipients are also required to report matters related to recipient integrity and performance in accordance with Appendix XII of 2 C.F.R. Part 200. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339. (See also 2 C.F.R. Part 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

9. NON-APPROPRIATION AND PRORATION AND NOT TO CONSTITUTE A DEBT OF THE STATE

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and, to the extent permissible by law, the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose. In the event that proration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant to Ala. Code § 41-4-90, the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts or terminating the contract. In all circumstances, it is agreed that the terms and commitments of this contract shall not constitute a debt of the State of Alabama in violation of Ala. Const. art. XI, § 213.

10. CONFLICTING PROVISION

If any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in this Agreement shall be deemed null and void.

11. IMMUNITY AND DISPUTE RESOLUTION

(a) The parties to this Agreement recognize and acknowledge that ADECA is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Ala. Const. art. I, § 14. It is further acknowledged and agreed that none of the provisions and conditions of this Agreement shall be deemed to be or construed to be a waiver by ADECA of such Constitutional Immunity.

(b) In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

(c) For any and all disputes arising under the terms of this Agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

12. **DISCLAIMER**

(a) ADECA specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds from ADECA whether by this Agreement, a contract, a grant, a loan, or by any other means.

(b) No subrecipient, contractor, or agency performing services under any agreement, contract, grant, or any other understanding, oral or written, other than an actual employee of ADECA, shall be considered an agent or employee of the State of Alabama or ADECA or any Division thereof. The State of Alabama, ADECA, and their agents and employees assume no liability to any subrecipient, contractor or agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the acts or omissions of any subrecipient, contractor, or agency, or any other person.

13. **ACCESS TO RECORDS**

The ADECA Director, the Comptroller General of the United States (if Federal funds), the Chief Examiner of Public Accounts, or any of their duly authorized representatives, shall have the right of access to any pertinent books, documents, papers, and records of the Subrecipient for the purpose of making audits, financial reviews, examinations, excerpts and transcripts. This right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such agreement. This right of access is not limited to the required record retention period but shall last as long as the applicable records are retained.

14. **ASSIGNABILITY**

The Subrecipient shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of ADECA thereto; provided, however, that claims for money due, or to become due to the Subrecipient from ADECA under this Agreement may be assigned to a bank, a trust company, or other financial institution through a valid court order and without such approval. Notice of such assignment or transfer shall be furnished promptly to ADECA.

15. **CONTINGENCY CLAUSE**

(a) It is expressly understood and mutually agreed that any ADECA commitment of funds herein shall be contingent upon receipt and availability by ADECA of funds under the Recreational Trails Program for which this Agreement is made. If this Agreement involves Federal funds, the amount of this Agreement will be adjusted by the amount of any Federal recessions and/or deferrals.

(b) Payments made by ADECA under the terms of this Agreement shall not constitute final approval of documents submitted by the Subrecipient or of procedures used in formulating requests for payment to the Subrecipient.

16. **CONFLICT OF INTEREST**

(a) A conflict of interest, real or apparent, will arise when any of the following has a financial or other interest in the firm or organization selected for award: (i) the individual or a board member of the firm or organization, (ii) any member of the individual's immediate family, (iii) the individual's partner, or (iv) an organization which employs or is about to employ any of the above.

(b) The Subrecipient certifies by signing this Agreement that no person under the Subrecipient's employ or control who presently performs functions, duties, or responsibilities in connection with ADECA of grant-funded projects or programs has any personal and/or financial interest, direct or indirect, in this Agreement, nor will the Subrecipient hire any person having such conflicting interest.

(c) The Subrecipient certifies that it will maintain a written code of standards governing the performance of persons engaged in the award and administration of contracts and subgrants.

17. **INDIRECT COST**

In accordance with 2 C.F.R. § 200.332(b)(4) and § 200.414, subrecipients of Federal Awards may charge indirect costs to the award unless statutorily prohibited by the Federal program and in accordance with any applicable administrative caps on Federal funding. ADECA will accept a Federally negotiated indirect cost rate. If no approved rate exists, ADECA will collaborate with the subrecipient to determine an appropriate rate. This rate will be either a negotiated rate, which can be based on a prior negotiated rate between a different pass-through entity and the same subrecipient, or the 15% de minimis rate of the modified total direct cost as defined in 2 C.F.R. § 200.1. If basing the rate on a previously negotiated rate, ADECA is not required to collect information justifying this rate but may elect to do so. Subrecipients are allowed to allocate and charge direct costs through cost allocation. However, in accordance with 2 C.F.R. § 200.403, costs must be consistently charged as either indirect or direct costs but not charged as both or inconsistently charged to the Federal Award. Once chosen, the method must be used consistently for all Federal Awards until such time as a negotiated rate is approved by the subrecipients' Federal cognizant agency.

18. **AUDIT REQUIREMENTS**

(a) All subrecipients of Federal funds must follow the Audit Requirements in the Office of Management and Budget Uniform Administrative Requirements (2 C.F.R. Part 200, subpart F). Subrecipients that expend $1,000,000 or more during their fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 C.F.R. Part 200. All entities that have a single audit must submit the reporting package and data collection form to the Federal Audit Clearinghouse in accordance with 2 C.F.R. § 200.512. Additionally, if any subrecipient receives more than $500,000, collectively, in State General Fund appropriations in its fiscal year, from ADECA, it must have an audit in accordance with Government Auditing

Standards (the Yellow Book) and Generally Accepted Auditing Standards established by the American Institute of Certified Public Accountants.

(b) Nothing contained in this Agreement shall be construed to mean that ADECA cannot utilize its auditors regarding limited scope audits of various ADECA funds. Audits of this nature shall be planned and carried out in such a way as to avoid duplication or not to exceed the audit coverage limits as stated in the said Uniform Administrative Requirements.

(c) Copies of all required audits must be submitted to ADECA and the Alabama Department of Examiners of Public Accounts. Copies may be transmitted by email or traditional mail, at the following addresses:

audit@adeca.alabama.gov	Alabama Department of Economic and Community Affairs ATTENTION: Chief Auditor 401 Adams Avenue P.O. Box 5690 Montgomery, AL 36103-5690
central.records@examiners.alabama.gov	Alabama Department of Examiners of Public Accounts ATTENTION: Audit Report Repository P.O. Box 302251 Montgomery, AL 36130-2251

19. AUDIT EXCEPTIONS / UNRESOLVED QUESTIONED COSTS / OUTSTANDING DEBTS

The Subrecipient certifies by signing this Agreement that it does not have any unresolved audit exceptions, unresolved questioned costs or finding of fiscal inadequacy as a result of project monitoring. It further certifies that no money is owed to any Division of ADECA or to the Federal government under any program where it has not arranged a repayment plan.

20. SUSPENSION OF PAYMENTS

(a) Payments under this Agreement may be suspended in the event that there is an outstanding audit exception under any program administered by any Division of ADECA, or in the event there is an amount owing to any Division of ADECA, or an amount owing to the Federal government under any program administered by any Division of ADECA that is not received in a reasonable and timely manner.

(b) Should the Subrecipient incur an unresolved audit exception or have unresolved questioned costs or finding of fiscal inadequacy as a result of any project monitoring by any Division of ADECA, then ADECA shall not enter into any other contract, agreement, grant, etc., with the Subrecipient until the audit exception or questioned cost or finding of fiscal inadequacy has been resolved.

(c) ADECA shall not enter into another contract, agreement, grant, etc., with any individual, agency, company, or government under any program administered by any Division of ADECA that has not arranged a repayment schedule.

21. DISCLOSURE STATEMENT

Unless otherwise exempt under Ala. Code § 41-16-82, a disclosure statement must be submitted to ADECA for any and all proposals, bids, contracts, or grant proposals in excess of $5,000.00.

22. COMPLIANCE WITH OTHER APPLICABLE FEDERAL, STATE, AND LOCAL LAWS

(a) In addition to the provisions provided herein, the Subrecipient shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State and local governments, including, but not limited to, Alabama procurement law (Ala. Code § 41-16-1 *et seq.*; Ala. Code § 41-4-110 *et seq.*), the Alabama Public Works Law (Ala. Code § 39-1-1 *et seq.*), any State permitting requirements, the Alabama Open Meetings Act (Ala. Code § 36-25A-1 *et seq.*), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Ala. Code § 31-13-1 *et seq.*).

(b) In compliance with Alabama Code § 41-16-5, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

(c) By signing this Agreement, the parties affirm that for the duration of this Agreement 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 this Agreement and shall be responsible for all damages resulting therefrom.

(d) By signing the contract, the Subrecipient affirms in compliance with Ala. Code § 41-16-161 that it does not and will not, during the term of the contract, engage in economic boycotts.

(e) The Subrecipient agrees that ADECA shall not be liable for the failure on the part of the Subrecipient and/or any contractor or subcontractor to perform the said work activities and administrative services and the terms of this Agreement in accordance with all applicable laws and regulations.

(f) The Subrecipient agrees that work on the project will begin within 180 days following the receipt of notification that funds have been approved. The Subrecipient

must provide a written request for an extension for the 180-day period within the first 120 days following the notification that funds have been approved.

(g) The Subrecipient agrees that it possesses legal authority to apply for the grant and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the Application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the Chief Elected Official/Executive Director/President to act in connection with the Application and to provide such additional information as may be required.

(h) The Subrecipient agrees that property acquired with RTP funds will remain open to the public for trail use in perpetuity. Should the property cease to be open to the public for trail use, the Subrecipient must repay the RTP share (specified in this Agreement) of the fair market value of the property at the time of the change in use.

(i) The Subrecipient agrees that development projects located on an easement, leased land, or subrecipient-owned property will remain open to the public for trail use for a minimum of twenty-five (25) years unless otherwise stated in the Application.

(j) The Subrecipient agrees to comply with Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Pub. L. No. 91-646, 84 Stat. 1894) and the applicable regulations and procedures implementing such Act for all real property acquisitions and, where applicable, shall assure that the Act has been complied with for property to be developed with assistance under this Agreement.

(k) The Subrecipient agrees that Form FHWA-1273 (Required Contract Provisions Federal-Aid Construction Contracts (Attachment A)) will be physically incorporated (not merely referenced) in all contracts, subcontracts, and lower-tier subrecipient agreements (excluding purchase orders, rental agreements, and other agreements for supplies or services related to a construction contract).

(l) The Subrecipient agrees that facilities will be designed to comply with the Architectural Barriers Act of 1968 (Pub. L. No. 90-480, 82 Stat. 718–19) and the U.S. Department of Transportation Section 504 Regulations (49 C.F.R. Part 27).

(m) The Subrecipient will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications.

(n) The Subrecipient agrees to comply with the provisions of Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement or water pollution; and Executive Order 11990 relating to the protection of wetlands; and any other applicable EPA regulations.

(o) The Subrecipient agrees to comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. No. 93-234, 87 Stat. 975). Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

(p) The Subrecipient agrees to comply with Executive Orders 11625, 12138, and 12432, as follows:

(1) Place qualified small and minority businesses and women's business enterprises on solicitation lists.

(2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

(3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority owned businesses, and women's business enterprises.

(4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority owned business, and women's business enterprises.

(5) Notify ADECA's Office of Minority Business Enterprise of all procurement opportunities to include the purchase of equipment, construction activities, and/or professional services.

(6) Comply with applicable Disadvantaged Business Enterprise (DBE) Program which complies with the U.S. Department of Transportation's standards set forth in 49 C.F.R. Part 26. Notify the Alabama Department of Transportation's DBE Program staff of all procurement opportunities to include the purchase of equipment, construction activities, and/or professional services.

(7) Require prime contractors, if subcontracts are to be let, to take the affirmative steps listed in (1) through (6).

(q) The Subrecipient shall comply with Property Acquisition and Management Standards of 2 C.F.R. Part 200.

(r) The Subrecipient agrees to comply with the following applicable regulations, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Federally funded project, including:

(1) 49 C.F.R. Part 20, New Restrictions on Lobbying.

(2) FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions.

(3) 2 C.F.R. Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS).

(4) 2 C.F.R. Part 170, Reporting Subawards and Executive Compensation Information.

(s) The Subrecipient agrees to comply with all applicable standards, orders, or requirements issued under the EPA regulations.

(t) Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights:

(1) The Subrecipient agrees this Federal Award and employees working on this Agreement will be subject to the whistleblower rights and remedies found in 41 U.S.C. § 4712 and FAR Clause 3.908.

(2) The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712.

(3) The Subrecipient shall insert the substance of this clause, including this paragraph (3), in all subawards or subcontracts over the simplified acquisition threshold, in accordance with 48 C.F.R. § 52.203-17 (as referenced in 48 C.F.R. § 3.908-9).

22. **CIVIL RIGHTS ASSURANCE**

(a) The Subrecipient certifies that, as a condition to receiving any Federal assistance from the Department of the Transportation, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352, §§ 601–05, 78 Stat. 252–53) and 49 C.F.R. Part 21, which prohibit discrimination on the basis of race, color, or national origin; Section 504 of the Rehabilitation Act of 1973, as amended, and 49 C.F.R. Part 27, which prohibit discrimination on the basis of handicap; the Age Discrimination in Employment Act of 1975, as amended (Pub. L. No. 94-135, § 302, 89 Stat. 728) (codified in 42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age; the Age Discrimination in Employment Act of 1967 (Pub. L. No. 90-202, § 2, 81 Stat. 602) (codified in 29 U.S.C. § 621 *et seq.*); 28 C.F.R. Parts 35 and 36; Limited English

Proficiency (Exec. Order No. 13166); the ADA Amendments Act of 2008 (Pub. L. No. 110-325, 122 Stat. 3553) (codified at 42 U.S.C. § 12101 *et seq.*); Title IX of the Education Amendments of 1972 (Pub. L. No. 92-318, § 901, 86 Stat. 235) (codified in 20 U.S.C. § 1681 *et seq.*); and applicable regulatory requirements related to discrimination based on race, color, national origin, handicap or age. The Subrecipient hereby gives assurance that it will immediately take any measures necessary to effectuate this Agreement.

(b) This assurance shall apply to all aspects of the Subrecipient's operations including those parts that have not received or benefited from Federal financial assistance.

(c) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Subrecipient by ADECA, this assurance shall obligate the Subrecipient, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Subrecipient for the period during which the Federal financial assistance is extended to it by ADECA.

(d) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Subrecipient by ADECA, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

(e) The Subrecipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subrecipient, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the Agreement and who is authorized to sign on behalf of the Subrecipient.

23. PROGRESS REPORTS

The Subrecipient agrees to submit quarterly progress reports to ADECA and at any other time as requested by ADECA. The quarterly reports must include project activities that occurred during the quarter for which you are reporting and the project activities you anticipate occurring during the following quarter. The reports must be signed and dated by the chief elected official, President, Commissioner, or Executive Director. The reporting schedule is as follows:

Quarter Ending	Report Due Date
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

IN WITNESS WHEREOF, ADECA and the Subrecipient have executed this Agreement as evidenced by their signatures below:

ADECA	SUBRECIPIENT
Alabama Department of Economic and Community Affairs	**Cullman County Commission**
Kenneth W. Boswell, Director	Authorized Official
7/15/2026 (Date)	7/21/26 (Date)
ATTEST: Amanda S. Sewell (Name)	ATTEST: Tiffany Merriman (Name)
Executive Assistant (Title)	County Clerk (Title)
7/15/2026 (Date)	7/21/26 (Date)

This contract/agreement has been reviewed for content, legal form, and complies with all applicable laws, rules and regulations of the State of Alabama governing these matters.

Richard DeWeese
General Counsel for ADECA

FY 2027 County Transportation Plan

Cullman County

Date Approved by Cullman County Commission: July 21, 2026

Map Index	Project No.	Road Name/Number	Begin		End		Project Details				Total Project Estimated Cost	Estimated Amount Expended Utilizing Under Competitive Bid	Estimated Amount Planned To Be Utilizing Public Works	County Rebuild Alabama Funds or Federal Aid Exchange Funds (List fund type separated for projects involving both CRAF's and FAEF's)	CRAF Amount	FAEF Amount
			Lat.	Long.	Lat.	Long.	Road Improvement Project	Bridge Improvement Project	Project Length (miles)	Description of Work						
										Beginning Balance					$0.00	$0.00
										Estimated Annual Revenue					$1,500,000.00	$400,000.00
1	CCP 22-01-27	CR 1527	34.2624	-86.6944	34.3066	-86.7252	X		3.70	Resurfacing and Traffic Striping/Marking from town limits to county line	**$461,195.00**		$461,195.00	CRAF/FAEF	$61,195.00	$400,000.00
2	CCP 22-02-27	CR 1117	34.1947	-86.9830	34.2203	-86.9700	X		2.16	Resurfacing and Traffic Striping/Marking from US 278 to CR 1136	**$404,488.80**		$404,488.80	CRAF	$404,488.80	
3	CCP 22-03-27	CR 798	34.1439	-86.6646	34.1752	-86.6728	X		2.30	Resurfacing and Traffic Striping/Marking from CR 775 to US 278	**$364,330.07**		$364,330.07	CRAF	$364,330.07	
4	CCP 22-04-27	CR 463	34.1421	-86.9011	34.1744	-86.8958	X		2.50	Resurfacing and Traffic Striping/Marking from CR 436 to US 278	**$295,241.00**		$295,241.00	CRAF	$295,241.00	
5	CCP 22-05-27	CR 282	34.0523	-86.9480	34.0351	-86.9580	X		1.91	Resurfacing and Traffic Striping/Marking from CR 437 to CR 273	**$263,138.07**		$263,138.07	CRAF	$263,138.07	
6	CCP 22-06-27	CR 768	34.1188	-86.6919	34.1276	-86.6907	X		0.62	Resurfacing and Traffic Striping/Marking from HWY 91 to CR 703	**$93,896.80**		$93,896.80	CRAF	$93,896.80	
Totals/Page Totals			**Total Miles Addressed by CTP (Total Mileage Does Not Include Bridge Projects)**						13.19	**Total CTP Estimated Costs**	**$1,882,289.73**	$0.00	$1,882,289.73	**Total CRAF/FAEF Remaining Estimated**	$17,710.27	$0.00

Note: Any Amendments to the CTP shall follow the same guidelines and procedures as the original approval process.

Remarks _____

FY Cullman County Rebuild Alabama Contractor Report

Cullman County

Pursuant to Section 9a of the Rebuild Alabama Act, the Cullman County Commission submits the following list of contractors that were awarded projects utilizing Rebuild Alabama Funds for the above stated fiscal year.

Signed: _____ Date: 7/21/26

Chairman, Jeff Clemons County Commission

Project No.	Road Name/ Number	Description of Work	Contractor Awarded Work	County Rebuild Alabama Funds, Federal Aid Exchnage Funds or both
CCP 22-01-26	CR 781	Resurfacing and Traffic Striping/Marking from CR 703 to US Hwy 278	Grayson Carter and sons Inc.	FAEF/CRAF
CCP 22-02-26	CR 1352	Resurfacing and Traffic Striping/Marking from CR 1435 to CR 1422	County Forces	CRAF
CCP 22-03-26	CR 1107	Resurfacing and Traffic Striping/Marking from CR 1114 to Hwy 157	County Forces	CRAF
CCP 22-04-26	CR 421	Resurfacing and Traffic Striping/Marking from CR CR 813 to CR 222	County Forces	CRAF
CPP 22-25-22	CR 1763	Construction of New Bridge over Tibb Creek	County Forces	RAF
CCP 22-37-26	CR 1659	Resurfacing and Traffic Striping/Marking from CR 1656 to CR 1669	County Forces	CRAF

Contracts can be accessed here:

Statewide Contracts

State of Alabama Vehicle and Accessory Agreements	Model	MA Base Pricing	Configuration	Line Number	End Date
MA 260000006044 Limbaugh Toyota (VC000054767)	Tacoma	$35,815.00	DBL Cab 4WD	Line 5	11/5/2026
Sport Utility Vehicle (SUV)					
MA 220000003128 Stivers Ford (VC000042177) (2027)	Explorer	$37,525.00		Line 3	6/14/2027
MA 220000003123 Long Lewis Shoals (VC000055942)	Expedition	$49,920.50		Line 5	6/14/2027
MA 240000004917 McSweeney Auto(VI000182530)	Tahoe	$56,114.98	LS 2WD	Line 4	8/25/2026
MA 240000004917 McSweeney Auto(VI000182530)	Tahoe	$58,747.10	LS 4WD	Line 5	8/25/2026
MA 240000004917 McSweeney Auto(VI000182530)	Suburban	$58,453.69	LS 2WD	Line 6	8/25/2026
MA 240000004917 McSweeney Auto(VI000182530)	Suburban	$61,274.61	LS 4WD	Line 7	8/25/2026
MA 220000003316 Stivers CDJR (VS000054430)	Grand Cherokee	$41,822.00		Line 5	9/14/2026
MA 260000006044 Limbaugh Toyota (VC000054767)	Grand Highlander	$41,714.00		Line 3	11/5/2026
MA 260000006045 Serra Toyota (VI000187068)	Sequoia	$65,886.50	SR5 2WD	Line 6	11/5/2026
MA 260000006044 Limbaugh Toyota (VC000054767)	Sequoia	$69,015.00	SR5 4WD	Line 7	11/5/2026
Full Size Trucks Passenger Fleet					
MA 220000003128 Stivers Ford (VC000042177)	F150	$40,355.00	Super Cab 4WD	Line 13	6/14/2027
MA 220000003128 Stivers Ford (VC000042177)	F150	$38,605.00	Super Crew 2WD	Line 14	6/14/2027
MA 220000003128 Stivers Ford (VC000042177)	F150	$42,049.00	Super Crew 4WD	Line 15	6/14/2027
MA 220000003128 Stivers Ford (VC000042177)	F250	$43,438.00	Super Cab 2WD	Line 16	6/14/2027
MA 220000003128 Stivers Ford (VC000042177)	F250	$45,578.00	Super Cab 4WD	Line 18	6/14/2027
MA 220000003128 Stivers Ford (VC000042177)	F250	$45,461.00	Crew Cab 2WD	Line 20	6/14/2027
MA 220000003128 Stivers Ford (VC000042177)	F250	$47,598.00	Crew Cab 4WD	Line 22	6/14/2027
MA 220000003128 Stivers Ford (VC000042177)	F350	$44,337.00	Super Cab 2WD	Line 24	6/14/2027
MA 220000003128 Stivers Ford (VC000042177)	F350	$46,703.00	Super Cab 4WD	Line 26	6/14/2027
MA 220000003128 Stivers Ford (VC000042177)	F350	$46,374.00	Crew Cab 2WD SRW	Line 28	6/14/2027
MA 220000003128 Stivers Ford (VC000042177)	F350	$48,730.00	Crew Cab 4WD SRW	Line 30	6/14/2027

McSweeney Auto Group
205-287-2464 | fleet@mcsweeneyauto.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Price Summary

PRICE SUMMARY

MCSWEENEY

CHEVROLET GMC WE ARE PROFESSIONAL GRADE

VIN #:

Bill To:

Year: 2026 **Trim Level:** W/T

Description: Chevrolet Silverado PPV **Bid:** MA240000004922

2026 Chevrolet Silverado PPV

Description		Invoice
Base Price (AL State Bid)	$	47,222.97
Package Upgrade		$0.00
Diesel Engine Upgrade	$	-
Factory Options	$	857.22
Subtotal	$	48,080.19
	$	-
Upfit	$	-
Title	$	-
Delivery ($2/mile)	$	-
Total Sales Price	**$**	**48,080.19**

261515

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Data Version: 26110. Data Updated: Jul 31, 2025 6:44:00 PM PDT.

EXHIBIT A

THREE NOTCH GROUP Environment & Infrastructure

June 1, 2026

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

Attn: Mr. Philip Widner, County Engineer

Re: Proposal for Engineering Drafting Services
Resurfacing of Cullman County Road 222
Project STPAA-2226 ( )
Cullman County, Alabama

Dear Mr. Widner:

Three Notch Group, Inc. (Three Notch) is pleased to submit this proposal for the professional engineering services for the above-mentioned project. This project will resurface existing Cullman County Road 222, beginning at "Big Bridge" at Smith Lake and extending approximately 4.5 miles to Livingston Chapel Church. We understand this will be a federally funded project, requiring a full set of construction drawings to be reviewed and approved by the Alabama Department of Transportation (ALDOT). However, Three Notch has been requested to provide drafting services only for the plans. All other services will be performed by the County.

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

- Roadway Plans (Drafting Only)

Roadway Plans (Drafting Only)

Three Notch will assist the County with preparing resurfacing plans for the project and assumes no widening of the roadway or shoulders. Existing drainage and guardrail will be retained in place. Generally, the scope of services will include drafting services to prepare plans according to the direction of the County Engineer. The scope of work is discussed in more detail below:

- Prepare a construction plan assembly detailing the proposed improvements. This plan assembly is anticipated to include the following sheets:
    - Title Sheet
    - Index Sheet
    - Standard Drawing Reference Sheet
    - Legend and Abbreviations Sheet
    - Project Notes
    - Temporary Traffic Control Plan Notes Sheet
    - Typical Section Sheets
    - Summary of Quantities Sheets
    - Temporary Traffic Control Sheets
- Complete plan markups as required from plan review(s) by the Client and project stakeholders as necessary for the project. Plan reviews are expected to consist of the following: 85% (PSE) review, Construction Bureau review, and Office Engineer review.
- Attend meetings virtually with the Client as needed to ascertain their needs for the project.

Exclusions

Please note this scope of work does not include:

- In-person meetings;
- Field survey;
- Construction plan sheets in addition to those above;
- Geotechnical investigation or materials report;
- Environmental studies, coordination, permitting, or documentation;
- Construction cost estimates;
- Right-of-Way map, Tracts Sketches, Deeds and Deed Closure Diagrams;
- Right-of-Way appraisals, negotiations, or Staking;
- Formal drainage report;
- Utility analysis, coordination, and relocation design;
- Technical Specification or Contract Manual preparation;
- Letting Assistance or Contract Procurement Services;
- Construction engineering and inspection services;

Services Provided By Others

There may be additional tasks necessary for the development of engineering plans and permitting that are not provided by Three Notch. These shall be contracted or performed by the client, but Three Notch will assist with coordinating the effort. Such tasks include but are not limited to those below. Three Notch can provide many of these services as additional services.

- Engineering design;
- Geotechnical investigation or material report;
- Utility coordination, permitting, or design.
- Site surveying services such as boundary, topo, construction staking, as-builts and final plats.
- Construction Engineering and Inspection services;
- Construction materials testing.

INVESTMENT

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

Scope of Work	Lump Sum or Hourly	Proposed Fee
Roadway Plans (Drafting Only)	Lump Sum	$8,000
Total Project Cost		**$8,000**

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

Sincerely,
Three Notch Group, Inc.

Matt Hawes, PE
Transportation Practice Leader

EXHIBIT C—INSURANCE

ARTICLE 1—INSURANCE

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

1.01 Insurance Requirements

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

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

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THREE NOTCH GROUP Environment & Infrastructure

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between the **Cullman County Commission** (Owner) and **Three Notch Group, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Project R981926001 – Cullman Co. – Resurfacing CR-222** (Project). Engineer's services under this Agreement (Services) are generally identified as **drafting of construction plans**.

Owner and Engineer further agree as follows:

1.01 Services of Engineer

A. Engineer shall provide or furnish the Services as outlined in its **Scope of Work Document, dated June 1, 2026** and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

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

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

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

3.01 Schedule for Rendering Services

A. Engineer shall complete its Services within a reasonable period of time.

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

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
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4.01 Invoices and Payments

A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.

D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of **1.15**.

E. Basis of Payment

1. Lump Sum. Owner shall pay Engineer for Services as follows:

a. A Lump Sum amount of **$8,000.00**.

b. In addition to the Lump Sum amount, reimbursement of the following expenses: None.

c. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

F. Additional Services: For Additional Services, Owner shall pay Engineer either a lump sum amount or an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times Engineer's hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. If Additional Services are warranted, the proposed fee(s) and fee structure(s) will be submitted within an Amendment and shall be agreed upon by both parties prior to beginning any Additional Services.

5.01 Termination

A. Termination for Cause

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1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

    a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of Undisclosed Constituents of Concern. Constituents of Concern are defined as —Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

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

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

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the

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

6.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any Contractor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Contractor to comply with laws and regulations applicable to that Contractor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Contractor.

C. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor 's failure to furnish and perform its work.

D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.

F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by

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

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

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

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

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

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

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

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L. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the parties may exercise their rights at law.

M. This Agreement is to be governed by the laws of the state in which the Project is located.

7.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 7.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

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

8.01 Total Agreement

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

Attachments:

Exhibit A, Scope of Work Document, dated June 1, 2026.

Exhibit B, Omitted

Exhibit C, Insurance

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This Agreement's Effective Date is _____.

Owner:	Engineer:
Cullman County Commission (name of organization)	Three Notch Group, Inc. (name of organization)
By: _____ (authorized individual's signature)	By: _____ (authorized individual's signature)
Date: 7/21/26 (date signed)	Date: 07/31/2026 (date signed)
Name: Honorable Jeff Clemons (typed or printed)	Name: Daniel Wells (typed or printed)
Title: Chairman (typed or printed)	Title: Chief Operating Officer (typed or printed)
Address for giving notices: 500 Second Avenue SW, Room 105 Cullman, AL 35055	Address for giving notices: 11 W Court Square Andalusia, AL 36420
Designated Representative: Name: _____ (typed or printed) Title: _____ (typed or printed) Address:	Designated Representative: Name: Mr. Matt Hawes, PE (typed or printed) Title: Transportation Practice Leader (typed or printed) Address: 515 Locust Street Gadsden, AL 35901
Phone: _____ Email: _____	Phone: 256-543-9431 Email: matt.hawes@3notch.com

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
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June 30, 2026

To: Tiffany Merriman

Cullman Co. Commission

From: 

Jay Conway

Cullman Civitan Club

Re: Vacant lot

I would like to request permission for the Cullman Civitan Club to sell onions on the vacant lot next to the courthouse on the following dates. This is one of our main fundraisers for the year.

Friday, July 31st

Saturday, August 1st

My phone number is 256-338-4631. Thank you.

380 New York Street
Redlands, CA 92373
Phone: + 190936976757675

Quotation

Date: 07/09/2026 **Quotation Number:** 26363931 **Contract Number:** SMALL GOVT ELA US

Send Purchase Orders To:
Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Enedina Ruano

Please include the following remittance address on your Purchase Order:
Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

County of Cullman
Appraisal Dept
PO Box 2220
Cullman, AL AL 35056-2220
Attn: Ross Fuller
Email: rfuller@co.cullman.al.us
Phone: 256-775-4830
Customer Number: 315805

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
		Per the terms and conditions in your Esri Enterprise License Agreement, your organization is required to provide an annual usage report. This report should detail all deployments made under this agreement for your previous term, and should be provided to Esri as an Excel spreadsheet. The annual usage report must include actual license counts by product, licensee, and location. Please return your report via email to ea_usage_reports@esri.com. Thank you in advance for your prompt attention to this matter.		
10	1	168179 Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription (Legacy) Start Date: 10/01/2026 End Date: 09/30/2027 Subscription ID: 6820512007	58,500.00	58,500.00

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at https://go.esri.com/maintenance
For questions related to the price change, please reach out to your assigned Esri Account Manager.

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

To expedite your order, please reference your customer number and this quotation number on your purchase order.

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

Cullman County COMMISSION

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

Cullman County Engineering Department

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

June 22, 2026

Proposed considerations for upcoming Commission meeting on July 21, 2026.

- Proposed plat J.M.J Homes Subdivision. A minor subdivision containing 6 Lots in Commission District 1. The subdivision is located on County Road 1635, one mile north of the Hwy 278.

Docusign Envelope ID: A1391ED9-55D7-8980-82B0-1C090ED9AADD

APPLICATION

for

PERMIT TO DEVELOP LAND

(Must Attach Proposed Plat)

Cullman County **Date:** 6/12/2026

Subdivision Name: **J.M.J. HOMES SUBDIVISION**

Location: **County Road 1365**
+/-76.57 acres located in the NW ¼ of Section 23,
Township 9 South, Range 2 West
Latitude: 34°14'34.4508" N, Longitude: 86°43'18.3252" W

No. Proposed Lots: 6 **Type:** ☐ **Major** ☐ **Minor**

Total Length Proposed Road(s): NA

Owner(s)/Developer(s): Arthur Eddleman Estate

Mailing Address: 602 Arad Thompson Rd NE
Arab, Alabama 35016

Phone# 256-293-6761

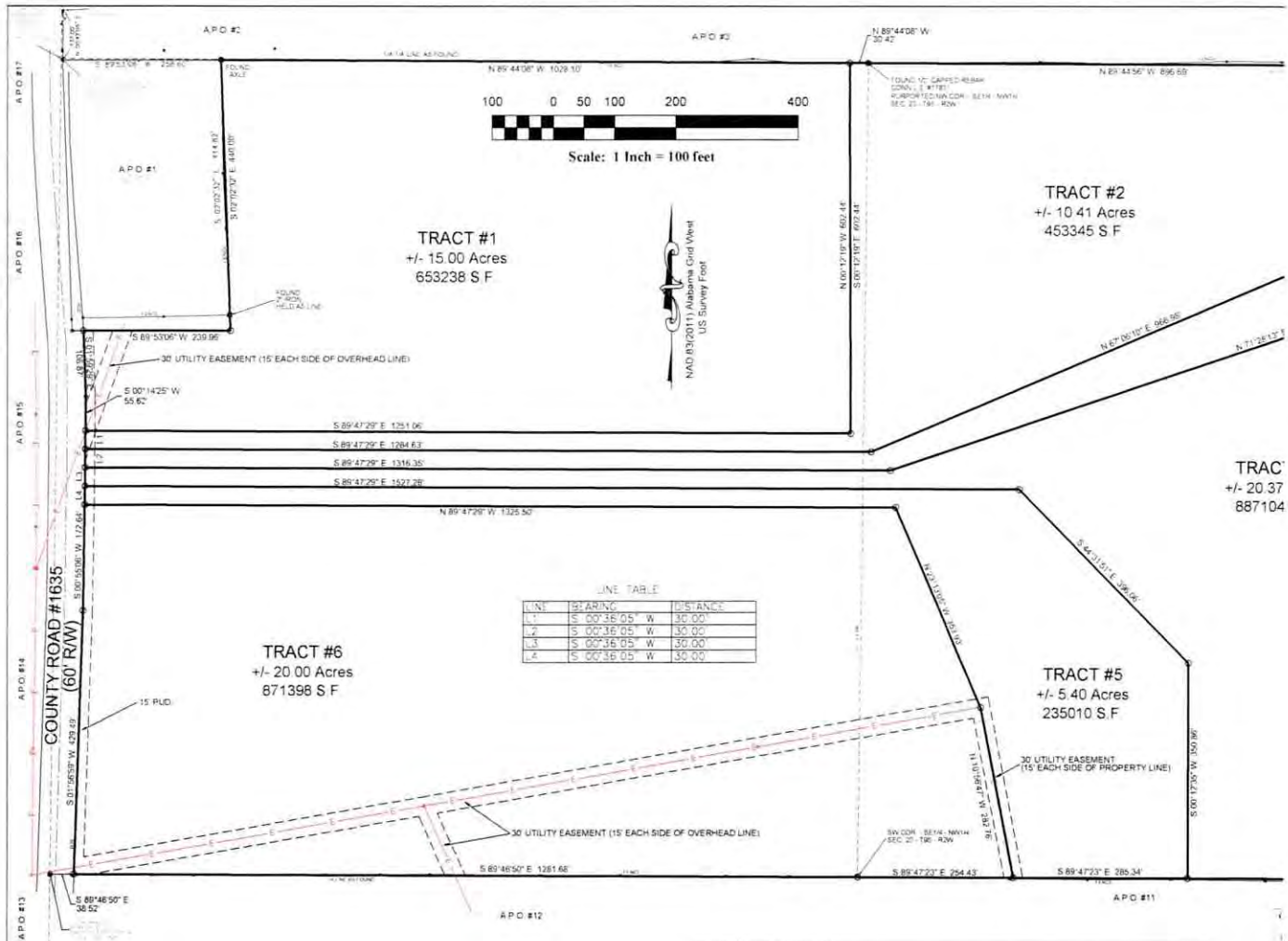
Fax#

Email# lglass@charter.net

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 any time by the County Engineer or his/her designee.

Signed by:
June E. Henderson as Personal Representative of the Arthur Eddleman Estate 6/12/2026
AED8E541EB204EE...
Owner/Developer(s) Signature **Date**

Signed by:
Linda E. Glass as Personal Representative of the Arthur Eddleman Estate 6/12/2026
05B0A4D1E50F434...



ADJOINING PROPERTY OWNER (APO)	ADJOINER NAME	ADDRESS	PIN
1	[illegible]	[illegible]	[illegible]
2	[illegible]	[illegible]	[illegible]
3	[illegible]	[illegible]	[illegible]
4	[illegible]	[illegible]	[illegible]
5	[illegible]	[illegible]	[illegible]
6	[illegible]	[illegible]	[illegible]
7	[illegible]	[illegible]	[illegible]
8	[illegible]	[illegible]	[illegible]
9	[illegible]	[illegible]	[illegible]
10 & 11 & 12	[illegible]	[illegible]	[illegible]
13	[illegible]	[illegible]	[illegible]
14	[illegible]	[illegible]	[illegible]
15	[illegible]	[illegible]	[illegible]
16	[illegible]	[illegible]	[illegible]
17	[illegible]	[illegible]	[illegible]

OFFICE OF JUDGE OF PROBATE

STATE OF ALABAMA
COUNTY OF CULLMAN

I hereby certify that this Plat or Map was filed in this office for record this the ____ day of ____, 2026 at ____ o'clock ____ M. and recorded in Book ____ of Plats and Maps, Page ____.

This the ____ day of ____, 2026

Judge of Probate

CERTIFICATION OF THE COUNTY ENGINEER

STATE OF ALABAMA
COUNTY OF CULLMAN

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

Cullman County Engineer _____ Date _____

CERTIFICATION OF THE CULLMAN COUNTY E-9-1-1 BOARD OF COMMISSIONERS

STATE OF ALABAMA
COUNTY OF CULLMAN

All indicated roads in this subdivision have been assigned either numbers (1) or names (2) approved by municipalities. The Cullman County E-911 Board of Commissioners hereby certify that this action has been completed.

Cullman County E-9-1-1 Date _____
Administrative Director

SURVEYOR'S CERTIFICATION

STATE OF ALABAMA
COUNTY OF CULLMAN

I, **Kelly L. Whitfield**, do hereby certify that I am a professional land surveyor or civil engineer, registered with the State of Alabama, and that the plat or map of **LYALL HOMES SUBDIVISION** described as follows:

A PARCEL OF LAND BEING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 9 SOUTH, RANGE 2 WEST, CULLMAN COUNTY, ALABAMA, DESCRIBED AS COMMENCING AT A FOUND MAGNETIC NAIL PURPORTED AS THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE ALONG THE ACCEPTED SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER S89°46'50"E 36.52 FEET TO A SET ½" CAPPED REBAR ON THE EASTERLY RIGHT OF WAY OF COUNTY ROAD #1635 BEING THE POINT OF BEGINNING; THE SET LEAVING THE RIGHT OF WAY AND RUN ALONG THE ACCEPTED SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER S89°46'50"E 1281.68 FEET TO A SET ½" CAPPED REBAR MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE S89°47'23"E 1320.14 FEET TO A SET ½" CAPPED REBAR MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE N00°36'05"E 1126.16 FEET TO A FOUND ½" REBAR ON AN ACCEPTED FENCE; THENCE ALONG THE ACCEPTED FENCE THE FOLLOWING COURSES AND DISTANCES: N89°12'19"W 1060.95 FEET, S01°26'31"E 257.27 FEET AND N61°37'07"E 625.46 FEET TO A POINT; THENCE N00°04'10"W 99.94 FEET TO A FOUND ½" CAPPED REBAR (ILLEGIBLE) PURPORTED AS THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE ALONG THE ACCEPTED NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER N89°44'56"W 1319.68 FEET TO A FOUND ½" CAPPED REBAR (CONN L.S. #17831) PURPORTED AS THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE ALONG THE ACCEPTED NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER N89°44'08"W 1038.52 FEET TO A FOUND AXLE MARKING THE NORTHEAST CORNER OF PROPERTY DESCRIBED IN DEED BOOK 552, PAGE 534; THENCE S02°02'32"E 440.00 FEET TO A SET ½" CAPPED REBAR MARKING THE SOUTHEAST CORNER OF PROPERTY DESCRIBED IN DEED BOOK 552, PAGE 534; THENCE S89°53'06"W 239.96 FEET TO A SET ½" CAPPED REBAR ON THE EASTERLY RIGHT OF WAY OF COUNTY ROAD #1635; THENCE ALONG THE RIGHT OF WAY THE FOLLOWING CHORD BEARINGS AND DISTANCES: S01°39'29"E 106.87 FEET, S00°14'25"W 55.62 FEET, S00°36'05"W 120.00 FEET, S00°55'06"W 172.64 FEET AND S01°56'39"W 429.49 FEET TO THE POINT OF BEGINNING; BEING 76.57 ACRES MORE OR LESS SUBJECT TO ANY RIGHTS-OF-WAY AND OR EASEMENTS RECORDED AND UNRECORDED.

and that the plat or map contained hereon correctly represents a survey made under my supervision on the: ____ day of ____, 2026 and that all of the monuments shown thereon actually exist and their positions are correctly shown. I further certify 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.

Signature
AL Registration No. 19901

ALABAMA LICENSED No. 19901 PROFESSIONAL LAND SURVEYOR KELLY L. WHITFIELD

Kell
PO Box
Pl

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

Cullman County COMMISSION

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

Cullman County Engineering Department

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

June 23, 2026

Proposed considerations for upcoming Commission meeting on July 21, 2024.

- Proposed plat Hidden Shores Subdivision a Resurvey of Lots 22 &23. A minor subdivision containing 23 Lots in Commission District 4. The subdivision is located on County Road 2104 in Cold Springs, 3.2 miles East of Hired Hand off County Road 71.

APPLICATION
for
PERMIT TO DEVELOP LAND

(Must Attach Proposed Plat)

Cullman County **Date: 05/07/26**

Subdivision Name: Hidden Shores

Location: SITUATED IN NW ¼ OF SW ¼ OF SECTION 30, TOWNSHIPS 12 SOUTH, RANGE 5 WEST. MAP BOOK 2018 PAGE 4.

No. Proposed Lots: TWO (2) EXISTING LOTS 22, AND 23

Type: ☐ Major X Minor

Total Length Proposed Road(s): EXISTING-NO CHANGE TO ROAD

Total acres: LOT 22 0.82_LOT 23 1.35

Owner(s)/Developer(s): TUSCACAL LLC

Mailing Address: 3821 LORNA RD HOOVER AL 35244

Phone # 205-243-0562

Email Michael@Realtycore.co (not.com)

****

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

Owner(s)/Developer(s) Signature **Date** 5/14/26



VICINITY MAP (N.T.S.)

PLAT NORTH

LEWIS SMITH LAKE

LOT 21

LOT 22-A
LOT 22
35,698 SQ FT-/-

LOT 23-A
LOT 23
58,950 SQ FT -/-

LOT 24

HIDDEN SHORES SUB PHASE III
773 / 445 MB 2018, PG 4

S 88°23'06" W 203.48 +-

S 78°45'49" W 209.26'

R=50.00'
CHB=N 21°50'36" W
CHD=27.35'
L=27.01'

R=50.00'
CHB=N 40°38'25" W
CHD=9.19'
L=9.19'

R=50.00'
CHB=N
CHD=5
L=5.19'

N 65°05'46" E 196.67'

N 32°01'57" E 37.56'

N 61°08'54" E 11.54'

N 76°57'23" E 69.45'

POWER BOX

N 84°26'58" E 69' +/-

N 81°30'37" E 83.60

N 78°58'24" E 82.00' +/-

N 34°32'22" E 183.85'

N 65°57'46" E 82.89'

N 65°35'45" E 144.35'

N 79°46'19" E 132.93'

MEAN HIGH WATER LINE

522 is the Alabama Power operational flood easement

The Fema '100-year' Flood elevation is 525.1' plus 1' of Freeboard

MEAN HIGH WATER LINE

BASE FLOOD ELEV =525.1'

180'+/-

PLOTTED BY: (DWI)

PLOT DATE & TIME:

SURVEYOR'S NOTES

1. This is a Record Plat Survey, made on the ground under the supervision of a registered land surveyor. Field survey was completed on August 20th, 2025.

2. No underground utilities, underground encroachments, underground mines, or subsurface building foundations were measured or located as a part of this survey, unless otherwise shown. Trees and shrubs not located, unless otherwise shown.

3. This survey was conducted without the benefit of an abstract of title, therefore, there may be other easements, rights-of-way, setback lines, agreements, reservations, restrictions, or other similar matters of public record, not depicted on this survey.

4. Survey Datum - Bearings (If Shown) are based on "Grid North," in accordance with the State Plane Coordinates for the State of Alabama, Zone West, from the North American Datum of 1983 (NAD83), 2007 adjustment. Onsite horizontal control was established through GPS observations, utilizing National Geodetic Survey (NGS) control monuments and a combined factor of 0.99994704.

5. Scaled Data - Attention is directed to the fact that this survey may have been reduced or enlarged in size due to reproduction. In addition, some features have not been drawn to scale, but have been drawn relative to each other for purposes of clarity. This is especially true with regard to fences and other features close to boundary lines. These factors should be taken into consideration when obtaining scaled data.

6. Per the Cullman County Floodplain Regulations.
There is no construction or building allowed below the 525.1' elevation without proper permits and approvals by the Cullman County Engineering Department.

CULLMAN ELECTRIC COOPERATIVE

STATE OF ALABAMA
CULLMAN COUNTY

Cullman Electric Cooperative is hereby granted a 15 feet wide utility easement along all lot lines and Streets/County Roads. Also, the Cooperative may exceed these limits as necessary within the Subdivision for the installation of Guy Wires and anchors. Cullman Electric Cooperative may erase this easement for the installation of other utilities or services which serve the public.

_____ Date _____
Cullman Electric Cooperative Representative

WATER DEPARTMENT

STATE OF ALABAMA
CULLMAN COUNTY

Cullman County Water Department hereby accepted this Subdivision into the Water Service System.

_____ Date _____
Cullman County Water Representative

E-911

STATE OF ALABAMA
CULLMAN COUNTY

All indicated Roads in this Subdivision have been assigned either Numbers or Names approved by municipalities. The Cullman County E-911 Board of Commissioners hereby certify that this action has been completed.

_____ Date _____
Cullman County E-911 Administrative Director

All lot owners shall comply with Alabama Department Of Environmental Management Best Management Practices guidelines for erosion control during construction.

CERTIFICATION OF THE COUNTY ENGINEER

STATE OF ALABAMA
CULLMAN COUNTY

, the undersigned as County Engineer for Cullman County, Alabama, hereby certify the approved by the County Commission and complies with current requirements for a mini not guarantee the accuracy of the survey.

_____ _____
Cullman County Engineer Date

CERTIFICATE OF APPROVAL BY THE CULLMAN COUNTY HEALTH DEPARTMENT

The lot(s) on this plat are subject to approval or deletion by the Cullman County LHD. T conditions pertaining to the onsite wastewater treatment system(s) that could restrict th special maintenance and reporting requirements. These conditions are on file with the d part of this plat as if set out hereon.

_____ Date _____
Public Health Environmentalist
Cullman County

OFFICE OF THE JUDGE OF PROBATE

STATE OF ALABAMA
CULLMAN COUNTY

I hereby certify this plat or map was filed in this office for record this the _____ day of _____ and recorded in Book _____ Of Plats and Maps, Page _____ Records.

_____ Date _____
Judge of Probate
Cullman County

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

Cullman County COMMISSION

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

Cullman County Engineering Department

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

June 24, 2026

Proposed considerations for upcoming Commission meeting on July 21, 2026.

- Proposed plat Dorsey Creek Farms Subdivision. A minor subdivision containing 2 Lots in Commission District 4. The subdivision is located on AL Hwy 91 Bremen AL, four miles South of AL Hwy 69 in Bugtussle.

APPLICATION
for
PERMIT TO DEVELOP LAND

(Must Attach Proposed Plat)

CULLMAN **County** **Date** 6.17.26

Subdivision Name DORSEY CREEK FARM

Location 4007 AL Hwy 91, BREMEN

PIN 1079

No. Proposed Lots 2 **Type:** ☐ Major ☑ Minor

Total Length Proposed Road(s) 0

Total acres 40

Owner(s)/Developer(s) JEREMIAH GANN

Mailing Address 4007 AL HWY 91

BREMEN, AL 35033

Phone # 205 717 4480

Fax #

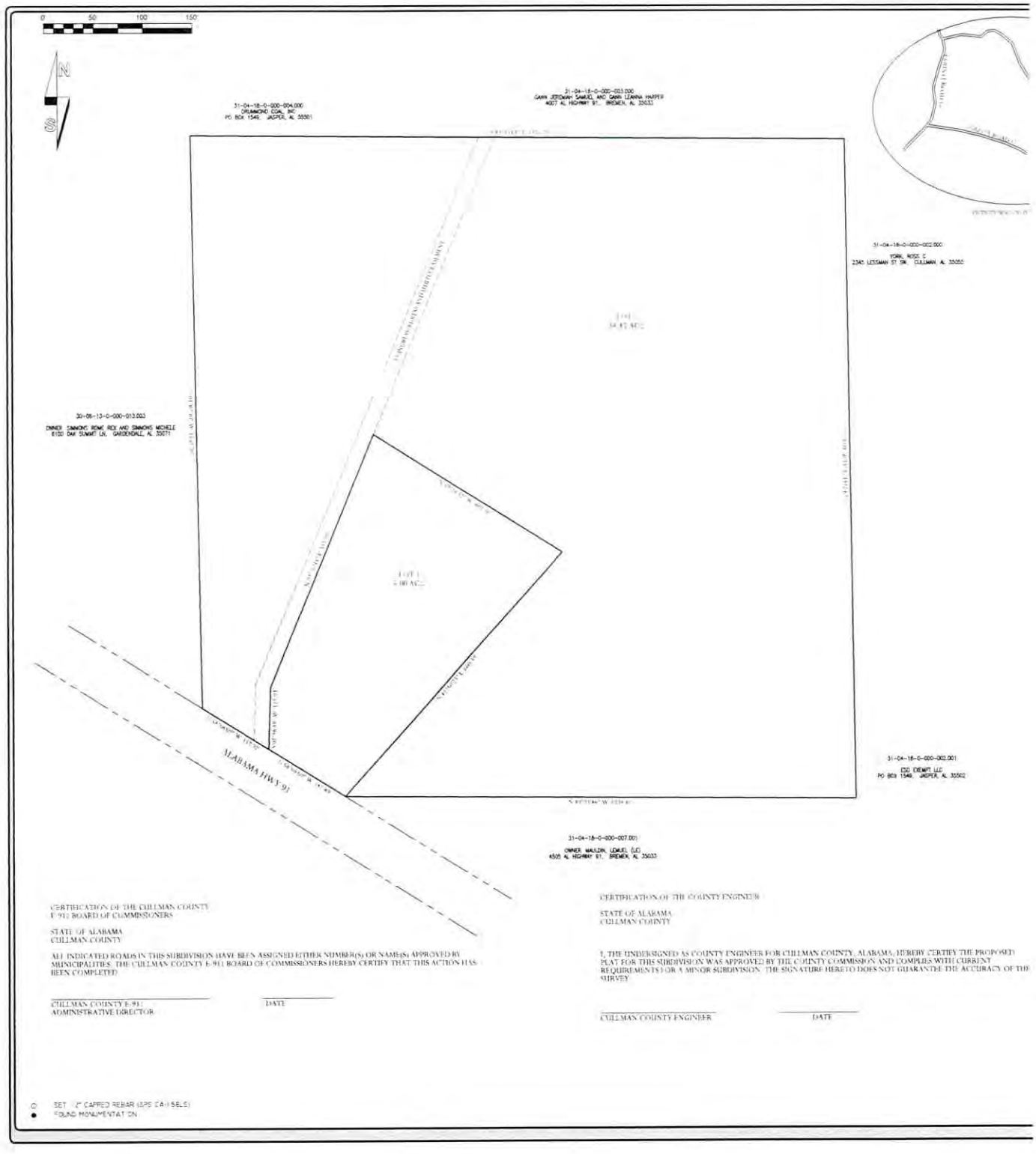
Email jeremiah.gann2l@gmail.com

****

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

Jeremiah Gann
Owner(s)/Developer(s) Signature

6-17-2026
Date



CERTIFICATION OF THE CULLMAN COUNTY E-911 BOARD OF COMMISSIONERS

STATE OF ALABAMA
CULLMAN COUNTY

ALL INDICATED ROADS IN THIS SUBDIVISION HAVE BEEN ASSIGNED EITHER NUMBER(S) OR NAME(S) APPROVED BY MUNICIPALITIES. THE CULLMAN COUNTY E-911 BOARD OF COMMISSIONERS HEREBY CERTIFY THAT THIS ACTION HAS BEEN COMPLETED

CULLMAN COUNTY E-911
ADMINISTRATIVE DIRECTOR

DATE

CERTIFICATION OF THE COUNTY ENGINEER

STATE OF ALABAMA
CULLMAN COUNTY

I, THE UNDERSIGNED AS COUNTY ENGINEER FOR CULLMAN COUNTY, ALABAMA, HEREBY CERTIFY THE PROPOSED PLAT FOR THIS SUBDIVISION WAS APPROVED BY THE COUNTY COMMISSION AND COMPLIES WITH CURRENT REQUIREMENTS FOR A MINOR SUBDIVISION. THE SIGNATURE HERETO DOES NOT GUARANTEE THE ACCURACY OF THE SURVEY

CULLMAN COUNTY ENGINEER

DATE

○ SET ½" CAPPED REBAR (SPS CA-1585LS)
● FOUND MONUMENTATION

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

Cullman County COMMISSION

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

Cullman County Engineering Department

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

June 25, 2026

Proposed considerations for upcoming Commission meeting on July 21, 2026.

- Proposed plat Ponder Row Subdivision. A minor subdivision containing 4 Lots in Commission District 4. The subdivision is located in Jones Chapel on County Road 940, two miles South of Hwy 278 at the corner of County Road 944.

APPLICATION
for
PERMIT TO DEVELOP LAND

(Must Attach Proposed Plat)

Cullman **County** **Date** 6/8/2026

Subdivision Name Ponder Row

Location 2363 County Road 940, Cullman, AL 35057

Parcel: 19-05-16-0-000-008.006 / PIN: 69731

Corner of County Road 940 and County Road 994

No. Proposed Lots 4 **Type:** ☐ Major ☒ Minor

Total Length Proposed Road(s) 0

Total acres 2.9 acres

Owner(s)/Developer(s) North Alabama Storage LLC

Mailing Address PO Box 33
Vinemont, AL 35179

Phone # 256-298-8690

Fax # N/A

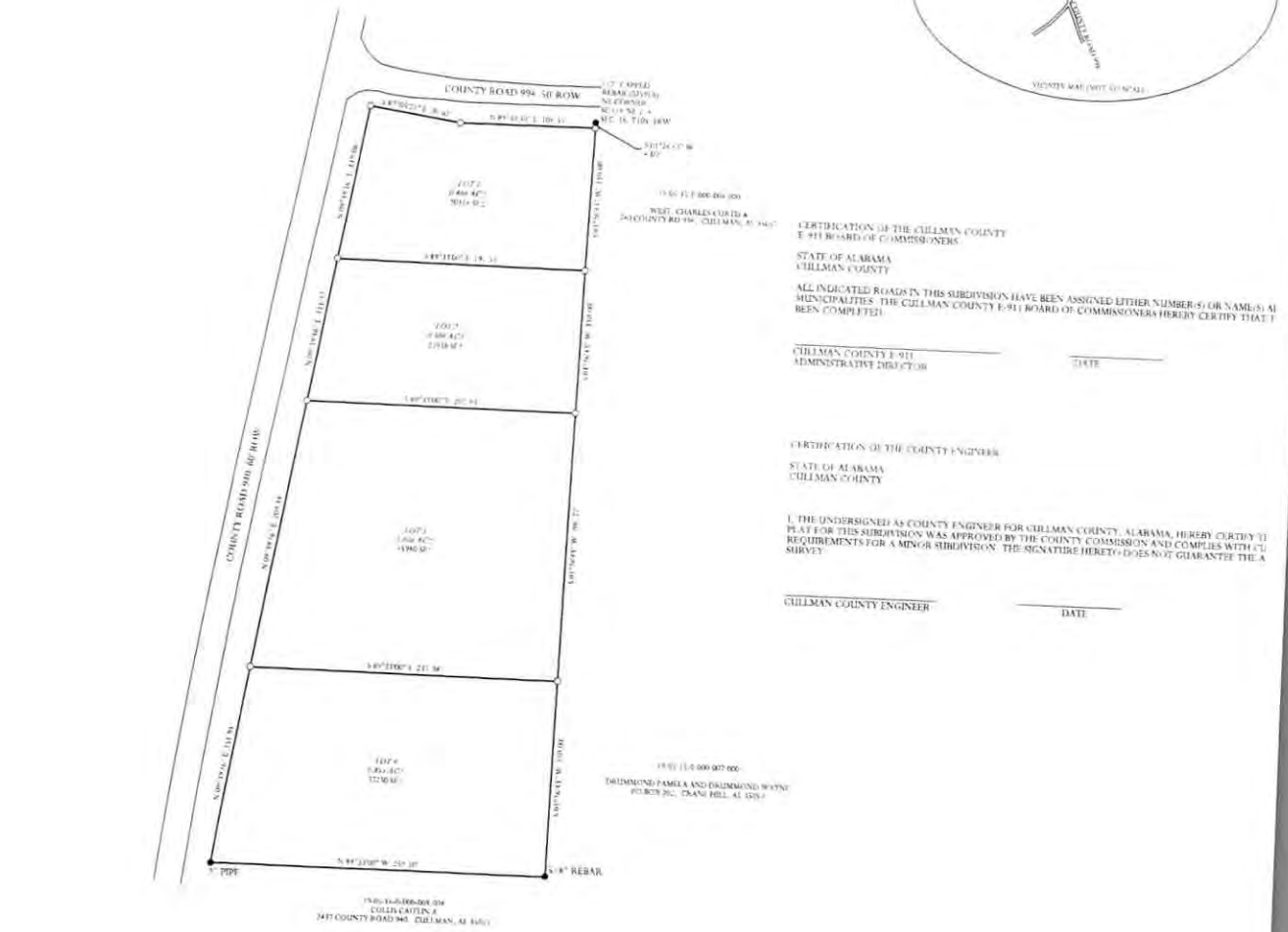
Email info@neeseteam.com

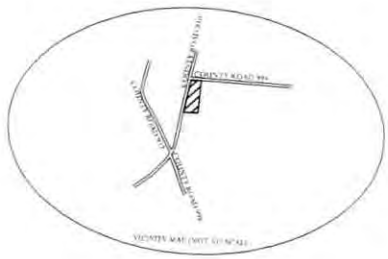
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Upon approval of this permit application I (we) hereby agree to comply with all state laws and local regulations as applies to the subdividing and/or development of land. I (we) understand the permit will be valid for 12 months from the issuance date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

Owner(s)/Developer(s) Signature

6/8/26
Date





CERTIFICATION OF THE CULLMAN COUNTY
E-911 BOARD OF COMMISSIONERS

STATE OF ALABAMA
CULLMAN COUNTY

ALL INDICATED ROADS IN THIS SUBDIVISION HAVE BEEN ASSIGNED EITHER NUMBER(S) OR NAME(S) AI
MUNICIPALITIES. THE CULLMAN COUNTY E-911 BOARD OF COMMISSIONERS HEREBY CERTIFY THAT T
BEEN COMPLETED.

CULLMAN COUNTY E-911
ADMINISTRATIVE DIRECTOR — DATE

CERTIFICATION OF THE COUNTY ENGINEER

STATE OF ALABAMA
CULLMAN COUNTY

I, THE UNDERSIGNED AS COUNTY ENGINEER FOR CULLMAN COUNTY, ALABAMA, HEREBY CERTIFY TI
PLAT FOR THIS SUBDIVISION WAS APPROVED BY THE COUNTY COMMISSION AND COMPLIES WITH CU
REQUIREMENTS FOR A MINOR SUBDIVISION. THE SIGNATURE HERETO DOES NOT GUARANTEE THE A
SURVEY.

CULLMAN COUNTY ENGINEER — DATE

○ SET 1/2" CAPPED REBAR (SPS EAH 54615)
● FOUND MONUMENTATION

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

Cullman County COMMISSION

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

Cullman County Engineering Department

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

June 26, 2026

Proposed considerations for upcoming Commission meeting on July 21, 2026.

- Proposed plat Blessem Bottoms Subdivision. A minor subdivision containing 2 Lots in Commission District 3. The subdivision is located on County Road 539, a half mile South of Bethlehem East Baptist Church.

APPLICATION
for
PERMIT TO DEVELOP LAND

(Must Attach Proposed Plat)

Cullman **County** **Date** 6/15/2026

Subdivision Name Blessem Bottoms

Location 441 County Road 539, Hanceville, AL 35077

Parcel: 23-08-27-0-000-016.001 / PIN: 31611

Approx 2,588 West of County Road 538 on County Road 539

No. Proposed Lots 2 **Type:** ☐ Major ☒ Minor

Total Length Proposed Road(s) _____

Total acres +/- 1 acre

Owner(s)/Developer(s) North Alabama Storage LLC

Mailing Address PO Box 33 **Phone #** 256-298-8690

Vinemont, AL 35179 **Fax #** _____

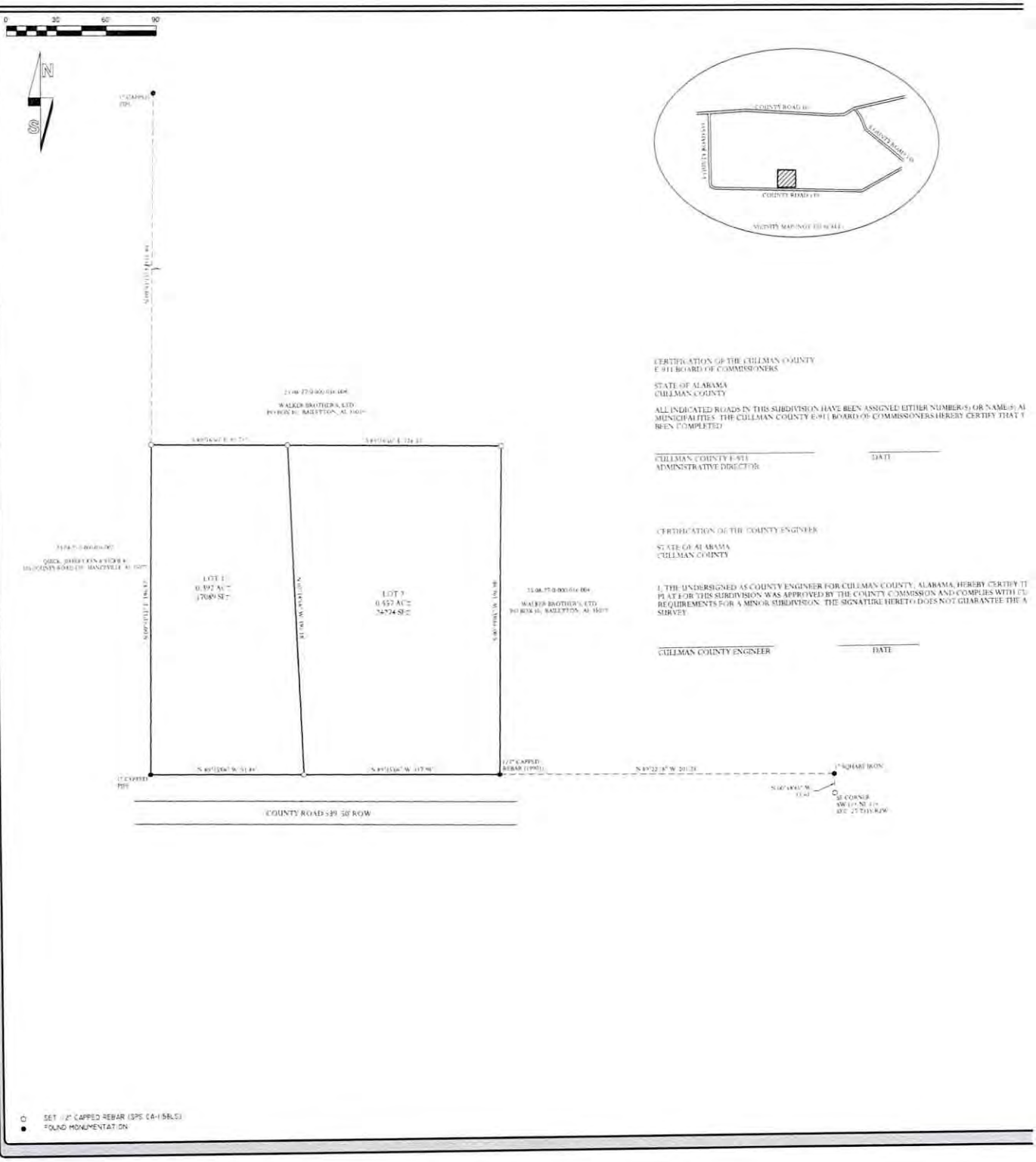
Email info@neeseteam.com

****

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.

_____ 6/15/2026

Owner(s)/Developer(s) Signature **Date**


0
30
60
90
N
WALKER BROTHERS, LTD
P.O. BOX 16, BAILEYTON, AL 35019
LOT 1
0.392 ACRE
17089 SF
LOT 2
0.557 ACRE
24224 SF
WALKER BROTHER'S LTD
P.O. BOX 16, BAILEYTON, AL 35019
COUNTY ROAD 89
50' ROW
COUNTY ROAD 89
COUNTY ROAD 89
COUNTY ROAD 89
VICINITY MAP (NOT TO SCALE)
CERTIFICATION OF THE CULLMAN COUNTY
E-911 BOARD OF COMMISSIONERS
STATE OF ALABAMA
CULLMAN COUNTY
ALL INDICATED ROADS IN THIS SUBDIVISION HAVE BEEN ASSIGNED EITHER NUMBER(S) OR NAME(S) AI
MUNICIPALITIES. THE CULLMAN COUNTY E-911 BOARD OF COMMISSIONERS HEREBY CERTIFY THAT T
BEEN COMPLETED
CULLMAN COUNTY E-911
ADMINISTRATIVE DIRECTOR
DATE
CERTIFICATION OF THE COUNTY ENGINEER
STATE OF ALABAMA
CULLMAN COUNTY
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SURVEY.
CULLMAN COUNTY ENGINEER
DATE
SET 1/2" CAPPED REBAR (SPS CA-1586LS)
FOUND MONUMENTATION

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 7, 2026

Proposed considerations for upcoming Commission meeting on July 21, 2026.

- Proposed Resubdivide of Lot 2 of Valley View Subdivision. Originally approved on June 11th, 2019 in Commission District 1. The subdivision is located on County Road 1339, one mile north of Hwy 157.

APPLICATION
for
PERMIT TO DEVELOP LAND

(Must Attach Proposed Plat)

CULLMAN **County** **Date** 6.29.26

Subdivision Name RESURVEY OF LOT 2 VALLEY VIEW

Location 2420 CR 1339 VINEMONT

LOT 2 VALLEY VIEW SUB MB 2019 PG 22

No. Proposed Lots 2 **Type:** ☐ Major ☑ Minor

Total Length Proposed Road(s) 0

Total acres 10

Owner(s)/Developer(s) MARY ALLDREDGE & RANDY NIX

Mailing Address 2420 CR 1339

VINEMONT, AL 35179

Phone # 256.595.3244

Fax #

Email Mary_alldredge@yahoo.com

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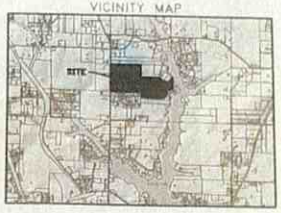
Upon approval of this permit application I (we) hereby agree to comply with all state laws and local regulations as applies to the subdividing and/or development of land. I (we) understand the permit will be valid for 12 months from the issuance date and may be revoked for non-compliance at anytime by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

Mary Alldredge / Randy Nix
Owner(s)/Developer(s) Signature

June 29, 2036
Date

VALLEY VIEW SUBDIVISION

BEING A PART OF THE
NW.1/4-SW.1/4-NE.1/4-SW.1/4
NW.1/4-SE.1/4-SE.1/4-SW.1/4
SEC.22,TWP.9SO.,R.3W.
CULLMAN COUNTY, ALABAMA



CONN SURVEYORS
1348 3RD STREET SE
Cullman, AL 35055
Phone 256-734-2058
Fax 256-737-1672
Reg. No. 17831

JOB NO. 96408 SCALE: 1"=200'

LOT 1
10.01 ACRES+-

LOT 2
10.01 ACRES+-

LOT 3
10.03 ACRES+-

LOT 4
9.45 ACRES+-

LOT 5
14.61 ACRES+-

LOT 6
9.60 ACRES+-

LOT 7
1.76 ACRES+-

COUNTY ROAD NO. 1209

LAKE GEORGE

NOT A PART

NOTES:
1. BEARINGS ARE BASED ON AL. STATE PLANE, WEST ZONE, NAD 83, GRID.
2. COORDINATES SHOWN HEREON WERE OBTAINED USING GNSS, REFERENCED TO CORS/NLOT STATION, ALCU AND ARE RELATIVE TO AL. STATE PLANE, WEST ZONE, NAD 83 DATUM.
3. ALL SET REBARS ARE 1/2" DIAM. & ARE CAPPED "CONN-17831"
4. JOB NO. 96408
O = SET REBAR

CULLMAN ELECTRIC CO-OP

Cullman Electric Cooperative Is Hereby Granted A Ten-Foot Wide Utility Easement Along All Lot Lines And Streets/County Roads, Said Easement Being 5 Feet On Each Side Of The Lot Lines. Also, The Cooperative Has Exceed These Limits As Necessary While The Subdivision Is Andd Trees And Steep Grades.

Wade Yon 6/10/19

COUNTY ENGINEER CERTIFICATE

State of Alabama
Cullman County

I, the Undersigned as County Engineer for Cullman County, Alabama, hereby certify the proposed plat for this subdivision was approved by the County Commission and complies with current requirements for a minor subdivision.

Cullman County Engineer 6-11-19
Date

WATER DEPARTMENT

W.W. WATER HEREBY ACCEPTS THIS SUBDIVISION INTO ITS WATER SERVICE SYSTEM

Steven K Mattle 6-7-2019
REPRESENTATIVE W.W. WATER DATE

E-911

STATE OF ALABAMA
COUNTY OF CULLMAN

ALL DESIGNATED ROADS IN THIS SUBDIVISION HAVE BEEN ASSIGNED EITHER NUMBER(S) OR NAME(S) APPROVED BY HONORABLE [illegible] THE CULLMAN COUNTY E-911 BOARD OF COMMISSIONERS HEREBY CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE E-911 BOARD OF COMMISSIONERS HEREBY.

[illegible] 6-10-19
CULLMAN COUNTY E-911 DATE
ADMINISTRATIVE DIRECTOR

HEALTH DEPARTMENT

The Lots Shown On This Plat Are Subject To Approval Or Rejection By The Cullman County Health Department. This Approval May Contain Certain Conditions Pertaining To The Onsite Wastewater Treatment System(s) That Could Restrict The Use Of The Listed Lots. Conditions Are On File With The Said Health Department And Are Made A Part Of This Plat If Set Out Hereon.

Rachel Sellers 6-10-19
Cullman County Health Officer Date

CERTIFICATION

State Of Alabama
County Of Cullman

The Undersigned, Joseph E. Conn III A Registered Land Surveyor, State Of Alabama, And Exchage Company, LLC As Owner(s), Hereby Certify That This Plat Or Map Was Made Pursuant To A Survey Made By Said Surveyor And That Said Survey And This Plat Or Map Were Made At The Instance Of Said Owners; That This Plat Or Map Is A True And Correct Map Of Lands Shown Thereon And Known Showing The Subdivisions Into Which It Is Proposed To Divide Said Lands, Giving The Length And Bearings Of The Boundaries Of Each Lot And Its Number; Showing The Streets, Easements And Public Grounds As Approved, Giving The Length, Width And Name Of Each Street; As Well As The Number Of Each Lot And Block, And Showing The Relationship Of The Lands As Platted To The Government Survey. Said Surveyor Further Certifies That Iron Pins Have Been Installed At All Lot Corners And Curve Points As Shown And That He Is The Owner Of Said Lands And That The Same Is Not Subject To Any Mortgages.

By: [signature] By: [signature]
Joseph E. Conn, III Owner
Alabama Reg. No. 17831

By: Owner

By: Owner

NOTARIES

State Of Alabama
County Of Cullman

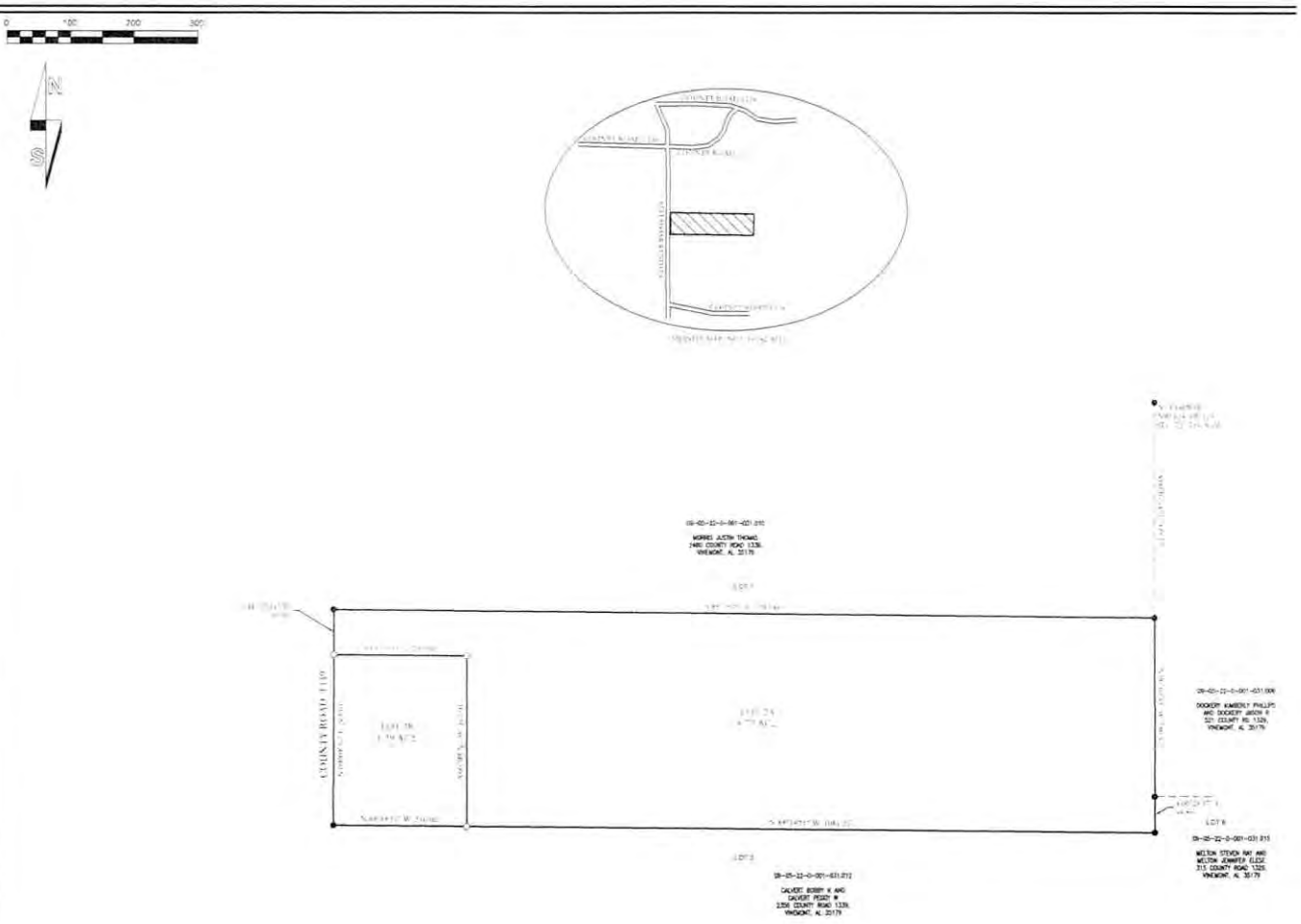
I, The Undersigned, A Notary Public In And For Said County, In Said State, Hereby Certify That Joseph E. Conn III, Whose Name Is Signed To The Foregoing Certificate As Surveyor And Who Is Known To Me Acknowledged Before Me On This Day That Being Duly Informed Of The Contents Of Said Certificate, He Executed The Same Voluntarily As Such Individual With Full Authority Thereof.

Given Under My Hand And Seal This 8 Day Of May 2019
[signature] 1-10-2021
Notary Public My Commission Expires

State Of Alabama
County Of Cullman

I, The Undersigned, Notary Public In And For Said County In Said State, Hereby Certify That [signature] Owner(s) Of Said County In Said State, As Owner(s) Whose Names Are Signed As Owners Of Lands Herein, Before Me On This Day That Being Duly Informed Of The Contents Of Said Certificate, They Executed The Same Voluntarily As Such Individuals With Full Authority Therefor.

Given Under My Hand And Seal This 10 Day Of June 2019
[signature] 9/7/2022
Notary Public My Commission Expires



CERTIFICATION OF THE CULLMAN COUNTY E-911 BOARD OF COMMISSIONERS

STATE OF ALABAMA
CULLMAN COUNTY

ALL INDICATED ROADS IN THIS SUBDIVISION HAVE BEEN ASSIGNED EITHER NUMBER(S) OR NAME(S) APPROVED BY MUNICIPALITIES. THE CULLMAN COUNTY E-911 BOARD OF COMMISSIONERS HEREBY CERTIFY THAT THIS ACTION HAS BEEN COMPLETED.

_____ _____
CULLMAN COUNTY E-911 ADMINISTRATIVE DIRECTOR — DATE

CERTIFICATION OF THE COUNTY ENGINEER

STATE OF ALABAMA
CULLMAN COUNTY

I, THE UNDERSIGNED AS COUNTY ENGINEER FOR CULLMAN COUNTY, ALABAMA, HEREBY CERTIFY THE PROPOSED PLAT FOR THIS SUBDIVISION WAS APPROVED BY THE COUNTY COMMISSION AND COMPLIES WITH CURRENT REQUIREMENTS FOR A MINOR SUBDIVISION. THE SIGNATURE HERETO DOES NOT GUARANTEE THE ACCURACY OF THE SURVEY.

_____ _____
CULLMAN COUNTY ENGINEER — DATE

PLAT NOTES:
1. PURPOSE OF PLAT IS TO CREATE 2 LOTS FROM 1 PARCEL
2. TOTAL ACREAGE OF SUBDIVISION: 20.42
3. ALL EASEMENTS AND RIGHTS OF WAY KNOWN TO THE SURVEYOR ARE SHOWN HEREON
4. BEARINGS ARE BASED ON STATE PLANE NAD 83 ALABAMA WEST

○ SET .5" CAPPED REBAR (SPS CAN SELL)
● FOUND MONUMENT AS ON

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

July 9, 2026

Proposed considerations for the upcoming Commission meeting on June 21, 2026.

- Consider extension of existing bond in the amount of $96,947.69 for Long Branch Pointe, a major subdivision containing 5 lots in Commission District 4. The subdivision is located off County Road 41 a quarter mile North of the intersection of County Road 51 and County Road 41.

APPLICATION
for
PERMIT TO DEVELOP LAND

(Must Attach Proposed Plat)

Cullman County Date May 16, 2024

Subdivision Name Long Branch Pointe

Location SW 1/4 Sec 29 TWP 12S R5W
Cullman County, Alabama

No. Proposed Lots 5 **Type:** ☐ Major ☒ Minor

Total Length Proposed Road(s) 1125'

Total acres 36.13

Owner(s)/Developer(s) Tyler W Goodwyn

Mailing Address P.O. Box 1013
Gulf Shores, AL. 36547

Phone # 251.978.5400

Fax #

Email Twgoodwyn@gmail.com

****

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

Tyler W Goodwyn
Owner(s)/Developer(s) Signature

May 16, 2024
Date

LONG BRANCH POINTE

A RESIDENTIAL SUBDIVISION
SITUATED IN THE
SW.1/4
SEC. 29,TWP.12SO.,R.5W.
CULLMAN COUNTY, ALABAMA

CONN SURVEYORS
1348 3RD STREET SE.,
Cullman, Al. 35055
Phone 256-734-2056
Fax 256-737-1672
Joe Conn Jr.
Reg. No. 17831

LEWIS-SMITH LAKE

LEWIS-SMITH LAKE

3
5.01 Acres

4
± 1.94 Acres

5
5.78 Acres

2
3.00 Acres

1
19.00 Acres



ALABAMA REGISTERED LAND SURVEYOR NO. 17831 JOSEPH CONN III

E-911

HEALTH DEPARTMENT

COUNTY ENGINEER

CULLMAN ELECTRIC

WATER DEPARTMENT

NOTARIES

CERTIFICATION

JUDGE OF PROBATE

PATH™

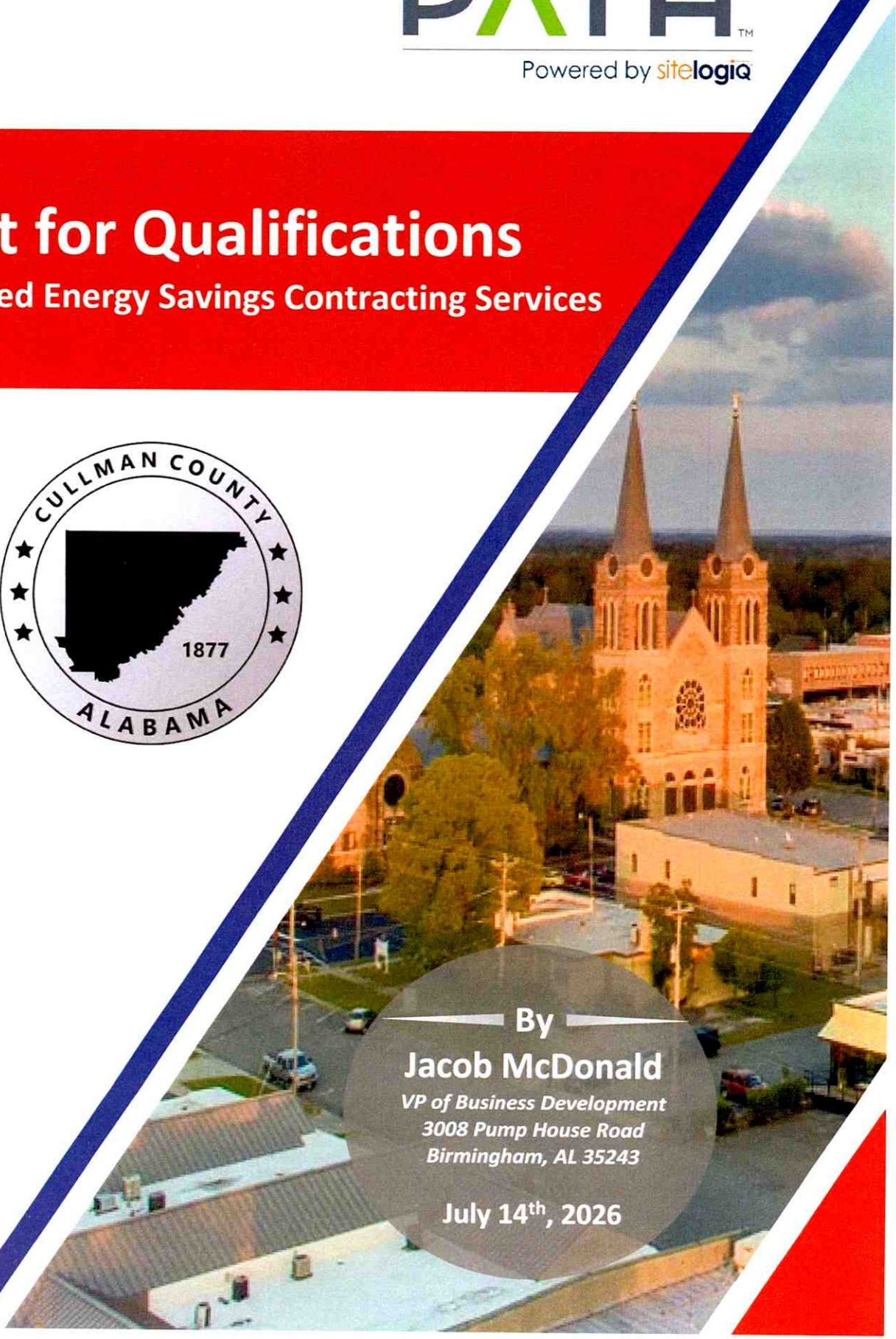
Powered by sitelogiQ

Request for Qualifications

For Guaranteed Energy Savings Contracting Services

Prepared For:

CULLMAN COUNTY
1877
ALABAMA



By

Jacob McDonald

VP of Business Development

3008 Pump House Road

Birmingham, AL 35243

July 14th, 2026

PATH

Powered by sitelogiq

The Cullman County Alabama Commission
Attn: Shane Bailey, Asset/Facilities Manager
500 2nd Ave SW #105
Cullman, AL 35055

RE: Request for Qualifications for Guaranteed Energy Savings Contracting Services

Dear Shane Bailey,

I am excited to submit Path's proposal in response to the Cullman County Commission's RFQ for Energy Services. As someone who was born and raised in Alabama, opportunities to help improve facilities that serve communities across our state are especially meaningful. We are honored to have the opportunity to partner with the Cullman County Commission.

At Path, I work alongside a team with extensive experience helping our customers address critical facility and infrastructure needs. Whether its tackling deferred maintenance, reducing utility costs, improving operational reliability, or modernizing aging systems, our focus is on delivering practical solutions that create long-term value. We don't just offer technical solutions; we become long-term partners invested in Cullman County's continued growth and long-term success.

What sets us apart:

- Community-Focused & Responsive – We understand the unique challenges facing public facilities and infrastructure and are committed to being a responsive, trusted partner.
- Proven Capability – As a NAESCO-accredited and DOE-qualified ESCO with a strong regional track record, we bring credibility and performance.
- Full-service, Fixed-Price Delivery – From audit to implementation, we provide turnkey delivery with guaranteed pricing, no change orders, and clear accountability.
- Core Values Aligned – Transparency, responsibility, and a community-first mindset align with the goals of the Cullman County Commission.

We look forward to partnering with you to strengthen your facilities and deliver reliable, cost-effective improvements that benefit the county and strengthen its services for years to come. Please feel free to reach out to me at any time with questions or to set up a meeting.

Thank you for considering our proposal.

Sincerely,

Jacob McDonald, VP – Business Development
E: jacob.mcdonald@sitelogiq.com
C: (205) 492-7917

Table of Contents

1. Executive Summary 2
2. Background & Experience 4
3. Technical Approach 7
4. Financial Approach 17
5. Reference 21
Appendix A: Resumes 25
Appendix B: Path Qualifications 33

EXECUTIVE SUMMARY

Responses shall include a summary overview of the Respondent's qualifications, approach and other pertinent information. The Executive Summary should be no more than 2 pages in length.



In today's world, where energy efficiency, sustainability, and reducing expenses have become paramount, it is crucial for the Cullman County Commission (CCC) to collaborate with a highly competent and experienced Energy Services Company (ESCO). Founded in 2017 in Mississippi, Path Company, LLC has grown to provide excellent service to our customers nationwide. Our growth continues as after a recent merger, we are now Path powered by SiteLogIQ (Path), enabling us to bring an even deeper wealth of knowledge, technical and professional experience to our already stellar reputation and pride we take in our customers and our industry. As a testament to our expertise, Path is nationally accredited ESCO by the **National Association of Energy Services Companies (NAESCO)** and is listed on the **U.S. Department of Energy's (DOE)** Qualified List of Energy Service Companies. Path is also registered with the Alabama Secretary of State (Entity ID#: 000-954-369).

Path stands out as a leading ESCO, armed with expertise, qualifications, and a track record of delivering outstanding results. We are facility analysts, master planners, engineers, certified energy managers, controls specialists, lighting specialists, estimators, construction managers, and commissioning agents. We purposely combine our design, construction, energy efficiency, and facility management expertise under one roof. This expertise distinguishes us as being uniquely qualified to guide customers through all phases of energy efficiency projects, including long-range financial planning, stakeholder presentations, stewardship of grant monies, and occupancy of a safe and secure building.

At Path, our primary focus lies in serving municipal, county, and state governments, as well as K-12 school districts and higher education institutions. Our reputation for making buildings and communities better stems from the strong partnerships we have forged with organizations across the southeastern United States, who can provide firsthand testimony to the quality of our work. Our ability to be responsive and nimble allows us to pivot quickly to meet project and customer needs. We offer no change order costs when the unexpected is found as part of a project.

Our company takes immense pride in the diverse and profound expertise we bring to the table. With an interdisciplinary approach, we ensure comprehensive solutions that integrate seamlessly into existing infrastructure, making energy efficiency sustainability a reality for CCC.



Path offers many compelling cases to be an ESCO partner for the Cullman County Commission

CUSTOMER SERVICE

Path prioritizes long-term partnerships through superior customer service. Our responsive, agile approach ensures we quickly address challenges and evolving customer needs. We're not just present during projects – we remain committed to our partners for the long haul.

EXPERTISE

Our team of experts specializes in energy efficiency, clean energy technologies, and environmental stewardship. We provide comprehensive solutions that integrate seamlessly into existing infrastructure, making sustainability achievable.

QUALIFICATIONS

Path is a **NAESCO-accredited ESCO** and **DOE-qualified** energy service provider. We are also pre-qualified for energy services in Georgia, Alabama, Arkansas, California, Indiana, Michigan, Minnesota, Mississippi, North Dakota, Pennsylvania, South Dakota, Tennessee, Texas and Wisconsin demonstrating our industry leadership and commitment to high standards.

EXPERIENCE

With a proven track record across the government, commercial, education, and healthcare sectors, Path successfully delivers energy efficiency solutions ranging from small retrofits to large-scale management programs.

RESULTS

We believe that actions speak louder than words. Path consistently delivers measurable energy savings and cost reductions. Through audits, innovative engineering, and diligent execution, we exceed industry benchmarks, with satisfied customers providing testimonials and case studies.

COLLABORATIVE APPROACH

We build strong partnerships through transparent project management and active stakeholder engagement. By working closely with customers, we develop tailored solutions that align with their goals, driving lasting energy efficiency improvements.

2. Background & Experience

A. Firm Profile

The firm shall provide the following information:

TABLE A | General Firm Information

Firm name	Path Company, LLC
Federal employer identification #	82-2525454
Corporate office address	5860 Ridgeway Center Pkwy., Suite 200 Memphis, TN 38120
Names and titles of two (2) contact people within the firm; one for questions regarding this submission and one with responsibility for contract negotiations	Main Point of Contact: Jacob McDonald, *VP – Business Development* Email: jacob.mcdonald@sitelogiq.com Phone: (205) 492-7917 Contact for Negotiations: Rusty McLellan, *President, South* Email: rusty.mclellan@sitelogiq.com Phone: (225) 390-5788
Does your firm manufacture products/equipment that are used in energy efficiency projects?	Path does not manufacture products or equipment used in energy efficiency projects. This gives CCC and its personnel control over the systems Path will design around energy savings. It is our goal to leave CCC with products and systems they prefer.
Evidence of NAESCO accreditation	Please see *Appendix B*
Evidence of minimum $5,000,000 general liability insurance coverage	Please see *Appendix B*
Evidence of applicable contractor's license	Please see *Appendix B*
Location of company's Alabama office, if applicable	3008 Pump House Road Birmingham, AL 35243

B. Project Team and Support

Provide a summary of the personnel to be used on this project, with their specific roles & qualifications. Concise resumes including education, experience, where the employee is based, & other pertinent information shall be included in an appendix for each team member assigned to the project.

At Path, we've diligently built our company by identifying and recruiting top-tier engineers, controls technicians, operations leaders, and executive staff within the industry. Consequently, despite being a relatively young company, we possess industry experience through our individual team member's resumes that competes with the most established and largest ESCOs. Inherent in our mission as a local partner, we maintain a leaner overhead structure and hold realistic margin expectations while placing significant value on our local customer relationships.

Our Path team brings unrivaled career experience and certifications such as:

- Over 200 Years combined experience in Energy Savings and Facility Improvement Projects
- Over $1B career experience in successful Energy Projects
- Professional Engineers licensed in Alabama, Arkansas, California, Colorado, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Maryland, Michigan, Minnesota, Mississippi, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, South Dakota, Tennessee, Texas, Virginia, West Virginia and Wisconsin.
- Multiple Certified Energy Managers (CEM) and Certified Measurement, Verification Professionals (CMVP), and LEED Accredited Professionals
- Multiple Controls Engineers with direct experience in building automation design, troubleshooting, and optimization.
- Multiple Controls technicians specializing in the design, programming, troubleshooting, and maintenance of various controls systems including JCI Metasys, Trane and Distech.
- Lead Construction Manager has over 25 years of experience in the direct oversight of new and retrofit construction activities for commercial and government buildings.
- Experience in the Design, Implementation, and Savings Verification leadership for hundreds of Energy Savings Performance Contracts ranging from less than $1M to greater than $150M individually in magnitude.
- Measurement and Verification career experience in the provision and oversight for portfolios of over $100M in annual savings in any given year.

An organization chart and a chart of key project team members for CCC's Project can be found on the following pages with full resumes located in *Appendix A*.

Hale County Health Care Authority Project – Organizational Chart

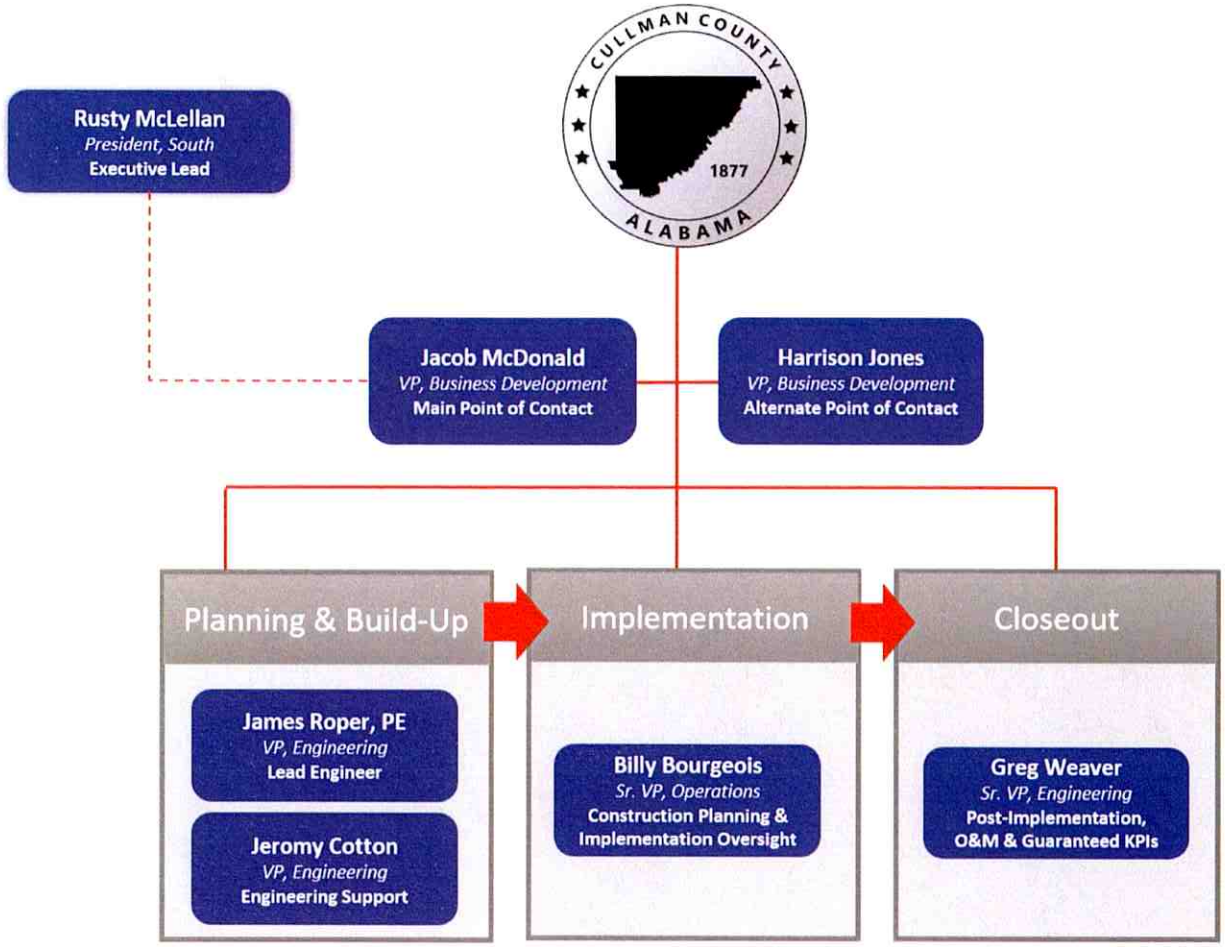


Table B | Cullman County Commission Team

Name/Title	Brief Description	Background
 **Jacob McDonald** *VP, Business Development*	Jacob leverages his deep technical insight and market knowledge to identify emerging opportunities, cultivate partnerships, and deliver customized, cost-effective energy solutions.	• A.A.S. Electrical Systems Technology – Bevill State CC
 **Harrison Jones** *VP, Business Development*	Harrison turns energy savings opportunities into client-focused realities. He is able to help his customers through projects with a long-life cycle and managing complexities of each situation.	• MBA – University of Alabama • B.S. Marketing – University of Alabama
 **Rusty McLellan, CEM** *President, South*	Rusty is the President of the South Region of Path, overseeing day-to-day operations, engineering, and business development. Rusty's has 18 years of experience in performance contracting.	• MBA – Louisiana State Univ. • B.S. Mechanical Engineering – Louisiana State University • Certified Energy Manager (CEM)
 **James Roper, PE, CEM** *VP, Engineering*	James leads the technical development for energy projects, conducting site evaluations, analyzing energy use, defining scope and costs, and communicating benefits to stakeholders.	• B.S. Engineering – University of Georgia • Certified Energy Manager (CEM) • Professional Engineer: GA
 **Jeromy Cotton, CEM** *VP, Engineering*	With decades of experience, Jeromy manages energy-efficiency projects from design to completion, ensuring results and mentoring high-performing teams.	• M.B.A. – Middle Tennessee Univ. • B.S. Mechanical Engineering – Auburn University • Certified Energy Manager (CEM)
 **Billy Bourgeois** *Sr. VP, Operations*	William has over 20 years of construction management experience. In this role, he is responsible for providing operational oversight and leadership within the company.	• B.S. Construction Engineering – Univ. of Southern Mississippi
 **Greg Weaver, PE** *Sr. VP, Engineering*	Greg has enhanced and standardized the Measurement & Verification (M&V) process and reporting templates for the legacy and new performance contracts for the customers.	• B.S. Mechanical Engineering – Christian Brothers University • Professional Engineer (PE): TN • Certified M&V Engineer • LEED Accredited Professional

3. Technical Approach

A. Performance Contracting Approach

Briefly summarize how your firm will perform the scope of work outlined in this RFQ, and to what extent the owner is involved in these activities.

Upon selection and a signed agreement, Path will perform a Preliminary Audit followed by an Investment Grade Audit (IGA) to both qualify and more accurately quantify the Preliminary Audit findings. All potential Energy Conservation Measures (ECMs) will be determined, along with the cost of implementation and return on investment (ROI). A project with a desirable ROI will be selected by the customer in collaboration with Path design experts, and the annual savings calculated in the IGA will be guaranteed and become part of the contractual obligations. Prior to the installation phase, a complete set of full drawings will be submitted for the selected project and fixed firm pricing will be established for the contract scope.

Our IGA meets and exceeds the equivalency of an ASHRAE Level II audit and is conducted by qualified mechanical and energy engineers. As part of the IGA, a full analysis will be performed on all facilities to present a detailed energy and cost profile. A complete inventory of all owned and operated facilities will be submitted. As previously noted, a full list of ECMs along with cost and guaranteed payback will also be provided, whether each is selected within the project or not.

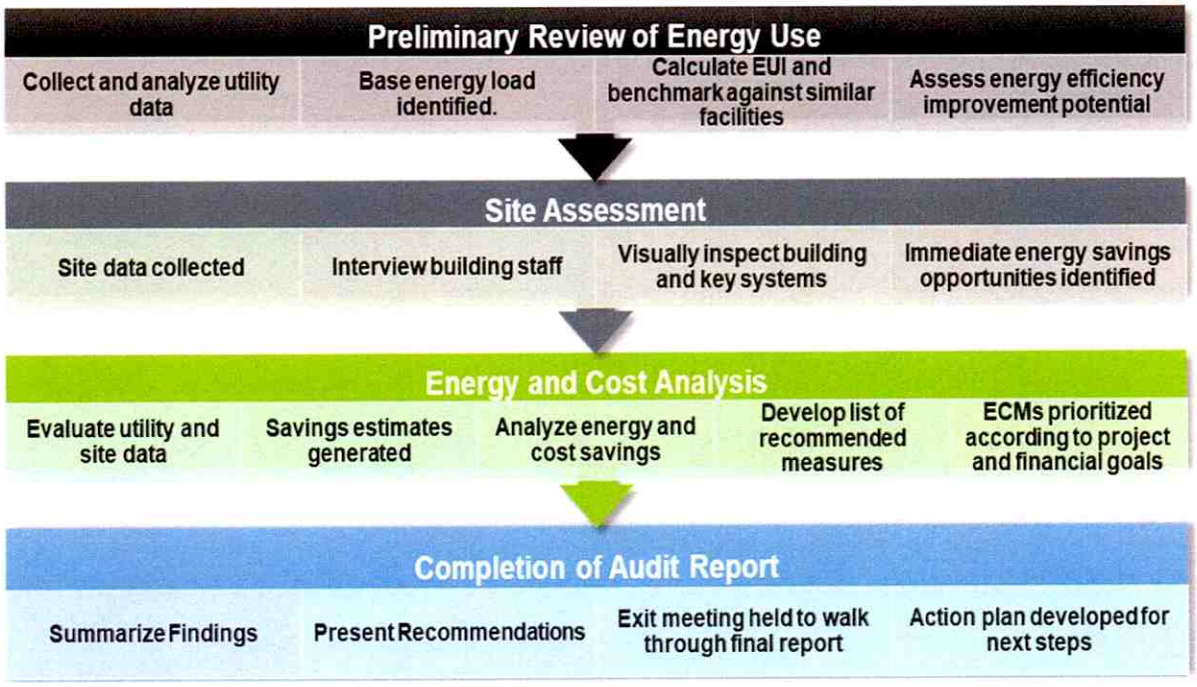
Industry recognized software will be used to model baseline energy use. The baseline model will serve as the basis for quantifying the savings for all recommended and non-recommended ECMs. Our engineers will review utility rate structures to confirm that correct rates are in place and to quantify any potential savings related to utility rate changes. As new technological advancements become available, these additional projects or ECMs will be evaluated for return on investment and maybe implemented by Path via additional phases to the current contract and/or standalone turnkey projects. Any increases in energy savings produced by future projects, whether implemented by Path or by other means, will be calculated and M&V targets will be appropriately recalculated.

Our ongoing Measurement and Verification of the guaranteed savings follows and exceeds the standards set forth by the International Performance Measurement and Verification Protocol (IPMVP) and consists of periodic updates with an annual reconciliation. The energy savings are internally reviewed periodically, allowing Path to quickly identify any deficiencies in energy performance and to identify and resolve issues to maintain the energy efficiency improvements.

B. Facility Audits and Project Development

Indicate your firm's approach to performing detailed energy audits, identifying and designing facility improvement measures, and your process for recommending which measures should be included in the performance contracting project.

Path has extensive experience auditing facilities in order to identify opportunities for improvement and work collaboratively with our customers to prioritize scope options based on their unique goals and evaluation criteria. From 1,000 square foot facilities to 1,000,000 square foot facilities (and larger) we deploy our proven audit process which is based on the following phases:



Preliminary Review of Utility Data

In a typical ESCO project, our engineers first perform a preliminary energy use evaluation by examining utility data, facility or system diagrams, equipment lists, and other facility information. This initial assessment helps identify potential energy savings opportunities, establish baseline consumption patterns, and guide the development of targeted efficiency improvements.

The Site Assessment

After the preliminary review, our team conducts a physical assessment of the facility and its operations. During the site assessment, we meet with key operations and maintenance staff to learn how their facility operates and discuss any current concerns or issues with the facility. Path's team also conducts a visual inspection and inventory of the facility's key elements, including:



It is important that this site assessment is a collaborative effort between Path's engineers and facility staff. Working day-to-day within the facility, staff can share their perspective on facility conditions, equipment deficiencies, and operational challenges. As they share feedback on potential solutions, the facility staff's engagement in the energy audit process encourages ownership of facility maintenance and retention of ongoing energy efficiencies.

The evaluation of certain ECMs will require Path to deploy sensors monitoring space temperature, space humidity, pump/fan motor status, CO2 levels, on/off status of lighting fixtures, and occupancy on a temporary basis. The purpose of these temporary data loggers is to verify or disqualify operational observations made during the Site Assessment, which will inform our energy savings calculations. Collecting and sharing this data with our customers provides another layer of transparency during the Investment Grade Audit phase.

Data Analysis

> "Path Company demonstrated unparalleled expertise in project management, devising a meticulous timeline that ensured minimal disruption to our students and staff"
>
> -Dr. Brent Gregory, President
> East Central Community College

Following the preliminary data review and site audit, our team begins the energy and cost analysis. Before beginning the analysis, our team discusses key decision criteria and performance goals to ensure that the recommendations are evaluated in a meaningful way to maximize the value for our customers. Each audit is specifically tailored to the customer. The customer's goals will inform the analysis methodology selected to avoid results that yield too much or too little detail. Methodologies may include spreadsheet analysis based on engineering formulas, analysis of variations in time of day

and season, computer model simulation, submeter analysis, and whole-facility hourly energy use analysis for larger facilities or facilities with complex mechanical systems.

The cost analysis considers current energy costs and rate structures. Utilities often have complex rate structures which could include time of day charges, tiered rates structures, interdependency of consumption charges to billed demand, ratcheted demand fees, and other structure intricacies. Our engineers are experienced in complex rate analysis that will determine the impact on the utility bill for each incremental reduction in energy consumption and demand.

Accurate installation cost data is critical for the financial analysis. Underestimating costs could result in inadequate budgeting for energy efficiency improvements while overestimating costs may cause facility decision makers to delay or deny an improvement project. Our operations team has decades of experience estimating project costs as well as the accountability for the delivery of projects within these established budgets. The accuracy of costs during the audit phase depends on the level of the audit; at the end of the audit, however, Path will have developed 100% fixed pricing that we will be ready to take to contract for implementation of facility improvements.

Using this analysis, our team develops a list of recommended Energy Conservation Measures (ECMs) and generates savings estimates. Using our customer-facing development tool, the Path team then works with the customer's project team to prioritize the list of practical measures. While ECMs are typically evaluated individually, when installed together some measures (such as LED lighting and facility controls) often produce total savings greater than the sum of the individual savings. In other cases, combined measures may reduce the savings potential. Bundling of solutions should be a consideration in the analysis.

While the focus of an ASHRAE audit is primarily on energy utilization, the improvements will also impact facility operations. The following items are typically reviewed during the evaluation:

- Operations and Maintenance (O&M): How will the upgrades affect O&M costs and who will be responsible for ongoing maintenance?
- Indoor Air Quality How will the upgrade impact thermal comfort, ventilation, and overall indoor air quality?
- System reliability: How will the upgrade affect the reliability (and redundancy) of facility equipment?
- Parts Availability and Lead Time: How complex is the future maintenance and repair of equipment? Will parts be readily available?
- Implementation Logistics: How will installation of the measure affect daily operations? Will temporary rental units be required? Can the facility stay open during installation?
- Risk of failure: What are the operational, financial and safety impacts if the system fails?

C. Project Management

Indicate your firm's approach to managing the installation phase. Describe the various responsibilities of your team members during construction, and how they will keep the owner's personnel informed of the project's progress. What is the Respondent's approach to ensuring safety during the installation phase? Indicate your understanding of applicable codes and construction practices for this project.

Path approaches the installation phase of an infrastructure upgrade in three phases:



TABLE C | Installation Phases

Planning & Build-Up	During this phase, Path will collaborate with CCC to identify stakeholders and minimize disruptions. We'll also finalize scope, resources, contractors, and major milestones for project success. Then, Path will assemble the team (Path, CCC, Subcontractors). Time estimates will become published construction schedules & cost estimates become contracts. We'll conduct a kickoff meeting & engage with the public.
Implementation	**Time to initiate construction!** Path will oversee implementation to maintain scope & schedule, reporting progress to CCC through regular meetings/calls. We're dedicated to the project's long-term success & will address any issues that arise, ensuring CCC's goals are met. As a licensed general contractor, Path prioritizes jobsite safety & compliance with all codes.
Closeout	We must ensure the project meets its goals and savings guarantee. Path will collaborate with CCC to document results and achieved savings. One of the best ways to do this is to debrief with the team 6 months after substantial completion of the project.

> Path's attention to detail and customer-focused approach left the City with an end-result that the entire community is extremely proud of.
>
> *David Armstrong, COO – Columbus, MS*



Safety & Code Compliance



At Path, safety is more than a policy—it is a fundamental core value that guides every aspect of our work. We are committed to fostering a culture where safety is prioritized at every level, ensuring a secure and healthy environment for all employees, subcontractors, and project stakeholders.

Our comprehensive **written safety program** establishes clear policies, expectations, and best practices for management, safety consultants, superintendents, and employees. This structured approach ensures that workplace safety is consistently implemented across all projects, minimizing risks and promoting accountability. We emphasize ongoing **training and education**, equipping our teams with the knowledge and skills necessary to identify hazards, prevent accidents, and respond effectively to emergencies.

Path enforces strict **compliance with OSHA regulations**, as well as state and local building codes, ensuring that all work meets or exceeds the required safety and construction standards. We have a deep understanding of the **International Building Code (IBC), International Energy Conservation Code (IECC), NFPA 70 (National Electrical Code), ASHRAE standards, and other regulations governing municipal infrastructure and public facility projects**. Our team remains up to date with evolving regulations to guarantee full compliance throughout the duration of the project.

Additionally, we conduct rigorous **safety audits, inspections, and job site assessments** to proactively address potential risks and maintain alignment with all applicable codes and best practices. Frequent toolbox talks and safety meetings reinforce awareness and provide an open forum for discussing safety concerns and compliance measures. We also collaborate closely with subcontractors to ensure they meet our high standards for safety, quality, and adherence to regulatory requirements.

This unwavering commitment to safety and compliance is reflected in our strong track record. With an **Experience Modification Rating (EMR) of 0.76**, we demonstrate our proactive approach to risk management and accident prevention. This rating highlights our ability to maintain safe work environments while delivering high-quality projects efficiently and effectively.

At Path, we believe that a **safe and code-compliant workplace is a productive workplace.** Through our rigorous safety protocols, continuous education, and deep knowledge of construction codes and best practices, we ensure that all municipal projects are completed to the highest standards of safety, efficiency, and regulatory compliance.

D. Scope of Services

Describe typical improvement measures recommended at counties such as Cullman County, AL

Path has vast experience analyzing, designing and implementing industry leading Energy Conservation Measures (ECMs) and Facility Improvement Measures (FIMs). These ECMs and FIMs include, but are not limited to the list below:

Water Management System	Control / Automation Systems	Lighting Systems
• Retrofit flush valves, shower -heads, faucets, toilets • Automated water systems • Cooling tower retrofits • Ice machines • Walk-in coolers/freezers • Domestic water waste heat recovery • Water/wastewater infrastructure • Water meters	• Facility management systems • Direct digital controls • Pneumatic controls • Manual to automatic valves • Air compressors • Lab fume hood control • Multi-system integration • Retrocommissioning • Artificial Intelligence overlay for system diagnosis and preventative maintenance	• Classroom lighting design for improved learning • Lighting controls • Occupancy sensors • LED retrofits • Lighting design and upgrades for emergency egress • Ambient light control • Exterior lighting retrofit • Sport field lighting fixtures, poles, and dynamic controls
Heating Systems	**Cooling Systems**	**HVAC Systems**
• Boiler replacement • High-efficient modular boilers • Burner replacement • Boiler stack heat recovery • High-efficient domestic water heaters • Gas line turbulators • Steam trap retrofits • Steam pressure control • Temperature reset control • Electric heating to gas • Piping insulation	• Chiller replacement • Chiller distribution system design and upgrade • Gas fire centrifugal chillers • CFC containment conversions • Tower free cooling • Commercial refrigeration • Cooling towers • Thermal energy storage systems • Heat recovery from AC units	• Inefficient air handling unit replacement • Variable frequency drives • Heat recovery systems • Duct or damper leakage • Variable air volume systems • Demand control ventilation • Exhaust fans • Fan coil units • Motor replacement • Unit heaters/ventilators • Data center power and cooling design and implementation
Energy Services	**Renewable Energy**	**Safety Measures**
• Maintenance and operation • Energy audit/design • Project management • System installation • Measurement and verification • Commissioning services • Energy guarantees • Energy metering • Power factor correction • Utility rate structure assessment • Indoor air quality • Owner training • Facility operation assessments • Building weatherization • Utility Gas Meters	• Solar photovoltaic (PV) • Solar thermal pool heating • Solar thermal domestic water heating • Geothermal heat pumps • EV charging stations	• Security window film • Cameras • Access control (main doors)
	Service	**Miscellaneous**
	• Maintenance, mechanical • Maintenance, technical control, fire & security • Performance assurance • Utility bill monitoring • Energy procurement • Continuous commissioning	• Electrical power systems • Emergency generators • Switch gear • Building additions • Elevator modernization • Kitchen equipment • Roofing • Transformers

Path, as described in our three-step process, will professionally engineer any of these measures to the liking of CCC. Our team requires sufficient time to complete the IGA and develop the project scope to ensure accuracy and alignment with our zero-dollar change order philosophy. At Path, our standard is to "measure twice, cut once!"

As a local business, all team members will be actively involved in all aspects and phases of your project. However, we will also bring in experienced subcontractors where it makes sense. Our deep understanding of the industry allows us to best determine when and where potential subcontractors will add value to the overall project.

Each Path subcontractor must maintain and submit daily logs documenting manpower, work areas, completed tasks, and any safety considerations. These logs help monitor workforce needs and maintain accurate records for future reference. Path also closely coordinates all trades involved in the project to ensure seamless execution.

To maintain project quality and efficiency, we hold frequent progress meetings with all subcontractors, ensuring work is completed on time, safely, and within budget. Additionally, internal monthly progress and quality reviews help keep the project on track and aligned with contractual requirements.

Should any construction items require adjustments to meet project specifications, Path promptly documents and addresses them to uphold quality standards, schedule commitments, and cost efficiency. Minor issues are resolved immediately, while more significant deviations are tracked in a web-based project management system for full transparency.

Path fosters a collaborative approach to quality control by working closely with subcontractors to quickly resolve any concerns. Formal reports, shared weekly, outline necessary corrective actions to ensure work meets project expectations. Once resolved, both Path and the subcontractor sign off on the completed correction, reinforcing our commitment to excellence and accountability.



ONGOING PROJECT HIGHLIGHT

Lauderdale County, Alabama

Currently, Path is proud to be working with Lauderdale County, Alabama on a $4.3 million project focused on courthouse improvements. This comprehensive effort includes:

- HVAC Renovation
- VRF System Conversion
- LED Lighting Upgrades
- Fire Systems Updates

These elements reflect Path's ECM/FIM expertise in action—enhancing energy efficiency, occupant comfort, and building safety, in keeping with our standards of precise engineering, seamless subcontractor management, and cost-conscious delivery.

E. Training

Address your firm's approach to training the Owner's personnel on the newly installed equipment. Does your firm offer additional training services to enhance the skills of facility operations personnel?

Each Path team member will actively engage in all aspects of your project (including system and equipment training.) Senior members of Path staff will be the ones to offer training to CCC's staff on the best use of their new systems. Path also strives to engage CCC's employees during the audit process to allow for more education and understanding of the newly installed equipment. After Path has completed the implementation stage of the project, CCC's employees will be provided with manufacturer's manuals, warranty procedure documentation and overall program management procedures for future reference.

During the course of the energy savings agreement, some factors may change that materially alter the level of the savings. These factors include utility rates and/or proposed facility changes. As a result of these changes, Path will work directly with CCC to adjust the baseline where both sides agree energy savings performance can be attained.

Below, you will find examples of typical system training modules that are provided after project completion.



4. Financial Approach

A. Savings Guarantee

Describe your firm's approach to proving that the energy savings associated with this project have been achieved, including the monitoring, verification and reporting of results. How does your firm handle situations in which the actual energy savings fall short of the guaranteed energy savings amount? Describe all events that may lead to guarantee modification or termination.

Utility Rate Costs

Actual energy rates as reported by the utility company at the time of the audit will be entered into our energy software and used to calculate the monetary value of all energy and water use savings. Additionally, Path will negotiate with the local utility all rate changes for CCC's benefit.

Those rates will be documented within the contract and used going forward – along with any agreed upon rate escalations – to calculate actual monetary savings realized by CCC. The actual savings will be verified and documented via our Measurement and Verification processes.

M&V Techniques

Path will utilize the concepts and options for determining energy and water savings as specified by the International Performance Measurement and Verification Protocol (IPMVP). The available guarantee options are:

Option A
- Partially Measured Retrofit Isolation

Option B
- Retrofit Isolation

Option C
- Whole Facility

Option D
- Calibrated Simulation

Path will work with CCC's existing financial advisor and counsel to explore and provide the type of guarantee that fits your specific needs. We do not see this as a "one size fits all" decision. Path can provide whichever option CCC prefers.

Energy Savings Shortfall Payments

Path is very proud of our track record in this area, and we place tremendous effort into our projects to be sure that we "get it right". In fact, Path has never had to issue a payment for an energy savings shortfall in the history of our company, and it is our goal to maintain that standard.

In the unlikely event of an energy savings shortfall, Path will issue a shortfall check to the customer to cover the difference between guaranteed and measured savings. Additionally, we are committed to promptly identifying any underlying issues and implementing corrective measures to improve savings in future years. Path stands firmly behind our energy savings guarantee and will fulfill our obligation by covering any shortfall in accordance with Alabama law (§41-16-140, Code of Alabama 1975, Article 7 Guaranteed Energy Cost Savings Contracts, Code of Alabama 1975, Amended), ensuring CCC receives the promised benefits.

Baseline Adjustments

Inherent in the protocol, Option A and Option B strategies typically have minimal adjustments. Because the equipment is isolated and directly measured, many changes in use will not affect the key measured variables. For example, the addition of new buildings within the facility footprint will not affect the Option A savings analysis for a lighting retrofit in a specific facility. Even though the overall billed consumption of the facility will increase, the light fixture in the facility is unaffected and the kW draw and burn hours can continue to be isolated and measured each year.

Under an Option C M&V protocol, baseline adjustments become more critical. As stated in the 2012 IPMVP Guidelines, "Identifying facility changes that will require non-routine adjustments in the primary challenge associated with Option C, particularly when savings are monitored for long periods." Because every operational parameter within the entire facility now affects the saving analysis, the ESCO must be intimately aware of detailed day-to-day operations, changes in facility usage, and equipment condition. In an Option C M&V protocol, the entire facility meter is being analyzed. If a new building is constructed after the project installation, it will now affect the facility energy meter and thus must be accounted for in the analysis. Path provides the customer the flexibility to operate your facilities as needed, while accounting for the impact of those changes. Such changes may include, but are not limited to:

- Changes in building square footage
- Changes in occupancy
- Changes in building schedules and setpoints
- Weather events or operational anomalies

> "Not only did Path Company replace a substantial amount of outdated equipment, but they also implemented cutting-edge technologies and innovative solutions that surpassed our expectations."
>
> -Scott Spivey, Executive Director
> MS Home Corp

B. Best Value

Describe ESCO's approach to providing the greatest financial value for The Cullman County Commission of Alabama.

Path will work hand-in-hand with CCC 's financial advisor and counsel to research and recommend the financial vehicle that is best suited for the project. The first step in this process is for Path to research what available state and federal grants, rebates and/or subsidies are available that will match with the proposed project scope. More information on grants and rebates is provided further down in this section. Once finished with the "free" money, we then look at either using existing fund balance or issuing new debt (that is offset by the energy savings of the project).

> "In an environment where taxpayer money is involved, it is critically important to utilize time and money in the most efficient way possible. You will find no better partner to help accomplish this goal than Path Company. Every project that they have managed for Weakley County has always been on time and well under budget."
>
> -Jake Bynum, Mayor
> Weakley County

Our program accomplishes this offset goal by reinvesting the savings derived from the project back into the program and guarantees the energy/utility use savings. Additionally, financial models have been developed to cover all of the expenses associated with the program, including debt service. In all cases, Path will work with CCC to minimize the project financing, so that we can maximize the potential project scope that can be provided as "budget neutral".

Unlike other firms, a core part of our business model at Path is an efficient overhead structure that ensures that the overall costs for CCC are kept reasonable for this capital improvement while maintaining and offering experienced staff with deep industry experience and partnering with the right subcontractors to offer a complete solution. This unique mix provides the opportunity to get a premium product for a sensible price. And since the state of Alabama requires all projects to be 3rd party bonded, your downside risk is still protected since a bond will protect CCC against construction risk. Having the track record of successful projects nationwide, Path will be able to deliver and is excited to develop a first-rate project for the employees at CCC.

For each of our clients, Path offers financial solutions in addition to identifying funding sources within their energy and operational budgets.

Grants and Incentives

Grants are an incredible source of funding in that they are external sources of capital that neither cities nor their taxpayers need to re-pay! Path's dedicated grant team will uncover all state and local grant opportunities as well as exhausting federal funding grants and initiatives. We have also been successful guiding our clients through various rebate programs and tax incentive initiatives to help the overall economics of each project we develop. Our team focuses on the following three categories:

State, Local & Federal Grants: Leveraging our local presence and relationships in Alabama, we have the capability and knowledge of available grants and financial incentives from state and municipal authorities to support energy efficiency upgrades. Examples include the Energy Efficiency Revolving Loan Fund Capitalization Grant Program and Historic Development Grant Program. In the past year, we have secured two Rural Energy for America grant awards totaling $1,300,000 for local Colleges in the Southeast United States. Just as recently as April 2024, we were awarded an additional $3,998,281 in the inaugural funding round of the Energy Efficiency for Rural Areas (ERA) Grant for infrastructure improvements and solar power generation for our longtime partner, East Central Community College.



ENERGY IMPROVEMENTS IN RURAL OR REMOTE AREAS - GRANTS
SOLAR PV | BATTERY ENERGY STORAGE SYSTEMS | MICROGRIDS | WIND TURBINES | AIR-SOURCE HEAT PUMP | GRID IMPROVEMENTS | ELECTRICAL THERMAL STORAGE | ENERGY EFFICIENCY UPGRADES

Utility Energy & Economic Development Incentives: Our team has a strong history of working with local utility providers to secure incentives for energy-saving technologies such as lighting upgrades, HVAC system improvements, thermal storage, and custom applications such as energy improvements at water treatment facilities. We have the experience of maximizing utility incentives for our customers through available incentive programs that require specific knowledge of how the program operates to achieve successful results. We have successfully applied for over a million dollars of utility incentives for our clients over the preceding five years.

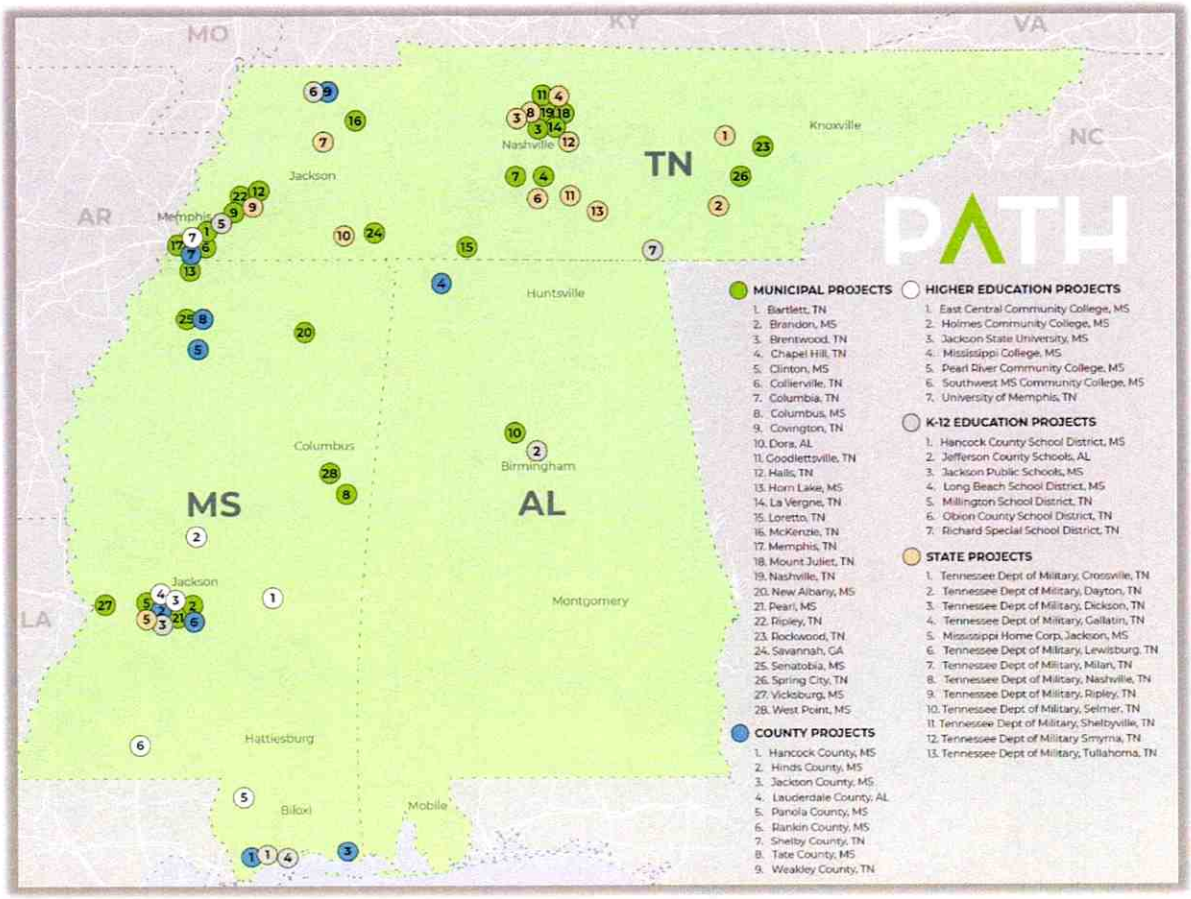
5. Reference

ESCO's are required to provide at least three (3) energy savings project references with construction values of greater than $1.0 million. References should be familiar with the ESCO's business organization, finances and operational style. Please provide the following for each reference: Name & Contact Information of Entity Representative, Project Description, Project Commencement, Project Completion and Project Impact.

Path has over 65 active ESCO contracts in the Southeastern United States region related to building and infrastructure energy solutions (see map below) plus active development of projects throughout the same area.

Please find case studies for these three (3) most relevant projects on the following pages:

- Jackson County, Mississippi
- Panola County, Mississippi
- Weakley County, Tennessee



JACKSON COUNTY ENERGY PROJECT PHASES 1 AND 2

ADDRESS

2915 Canty St., Pascagoula, MS 39567

CONTACT

Brian Fulton, County Administration
P: (228) 769-3088
E: brian_fulton@co.jackson.ms.us





PROJECT DATES

March 2025 – November 2025 | Phase 1
February 2026 – ongoing | Phase 2

PROJECT SIZE & IMPACT

$2.0M *Project Size | Phase 1*
$6.2M *Project Size | Phase 2*

PROJECT DETAILS

Jackson County collaborated with Path Company on two phases of extensive energy projects. This first phase involved conducting a comprehensive technical assessment across 90+ county facilities to identify and implement energy conservation measures (ECMs). The primary scope focused on upgrading interior and exterior lighting to LED across most buildings, replacing the boiler system at the Old Courthouse with a high-efficiency condensing unit integrated into the existing BMS, and improving indoor air quality at the Animal Shelter through the installation of bipolar ionization systems.

For Phase 2, it involved a comprehensive HVAC system replacement at the Detention Center to improve comfort, reliability, and energy efficiency. The scope included removing existing DX split systems and installing a new chilled-water system with air-cooled chillers, air-handling units, fan coil units, and energy recovery units, along with upgraded piping, ductwork modifications, and electrical infrastructure improvements, as well as the addition of a new building automation system (BAS) for enhanced control and performance.

HIGHLIGHTS

- LED Lighting Upgrades to 91 buildings
- Upgraded to a high-efficiency centralized chilled-water HVAC system with built-in redundancy.

PANOLA COUNTY ENERGY PROJECT

ADDRESS

151 Public Square, Batesville, MS 38606

CONTACT

Kate Victor, County Administrator
P: (662) 563-6200
E: kvictor@panolacoms.com





PROJECT DATES

December 2021 – March 2022

PROJECT SIZE & IMPACT

$1.8M *Project Size*
$3.2M *Twenty-year Utility Savings*

PROJECT DETAILS

Path Company successfully executed a comprehensive suite of deferred maintenance projects across the Panola County, MS, facilities portfolio. Key elements of the project included a county-wide conversion from legacy lighting systems to energy-efficient LED fixtures, largescale HVAC system upgrades at both county courthouses, and the installation of advanced, networked HVAC control systems across all county buildings.

This initiative effectively resolved long-standing HVAC challenges while enhancing operational efficiency. Moreover, the integration of programmable, networked controls equips Panola County with real-time visibility into system performance, positioning the county to proactively manage and maintain optimal climate control for years to come. The project not only addresses critical infrastructure needs but also delivers long-term value by future-proofing the county's facilities.

HIGHLIGHTS

- County-wide conversion to LED lighting systems
- County courthouses received HVAC system upgrades
- HVAC control systems installed in county buildings

WEAKLEY COUNTY ENERGY PROJECT AND COURTHOUSE RESTORATION

ADDRESS

116 W. Main St., Dresden, TN 38225

CONTACT

Jake Bynum, Mayor
P: (731) 364-5413
E: jake@jakebynum.com





PROJECT DATES

November 2019 – June 2020 | Phase 1
April 2022 – November 2023 | Phase 2

PROJECT SIZE & IMPACT

$3.4M *Project Size | Phase 1*
$5.2M *Project Size | Phase 2*

PROJECT DETAILS

Phase 1 of the project focused on addressing the courthouse's failing HVAC system before the summer season. Path Company designed four HVAC system options, enabling county stakeholders to select the most suitable solution. Concurrently, Path developed a comprehensive county-wide energy initiative that included LED lighting upgrades, HVAC controls, retro-commissioning, and water conservation measures. Notably, Path completed the project's development in under three months, from initial consultation to approval.

Phase 2 of the Weakley County Energy Project focused on significant upgrades to the county jail, including roof replacement, wall restoration, HVAC enhancements (upgrading 28 rooftop units, replacing 34 exhaust fans, two makeup air units, and two gas-fired unit heaters), fire system improvements, and security ceiling upgrades.

HIGHLIGHTS

- Upgrades completed in Phases 1 & 2 encompassed both the Historic Courthouse and the County Jail.

> "Path and their staff are far and away the most qualified and professional group I have had the fortune with which to work...Every project that they have managed for Weakley County has always been on time and well under budget.
>
> Jake Bynum, Mayor of Weakley County, TN



Appendix A: Team Member Resumes

Jacob McDonald

VP, Business Development



Education

A.A.S Electrical Systems Technology
Bevill State Community College

Work History

2024 – Present, Path Company
Director of Solar Development

2022 – 2024, Siemens
Service Portfolio Manager

2017 – 2022, Southern Power
Sr. Engineering Analyst

2016 – 2017, NextEra Energy
Solar Field Technician

2014 – 2016, Southern Company
Contractor, Technical Training

As VP of Business Development, Jacob drives growth through the strategic expansion of Path's energy services portfolio. Building on his foundation in commissioning and operating renewable assets, Jacob has led the development and management of more than 700 MW of utility-scale solar, wind, and battery storage projects. He also brings hands-on expertise overseeing 57 distributed energy systems and ESPC (Energy Savings Performance Contract) implementations across both the U.S. and Cuba.

In his role, Jacob leverages his deep technical insight and market knowledge to identify emerging opportunities, cultivate partnerships, and deliver customized, cost-effective energy solutions. His leadership ensures clients achieve solid investment returns, enhanced energy independence, and reliable sustainability outcomes.

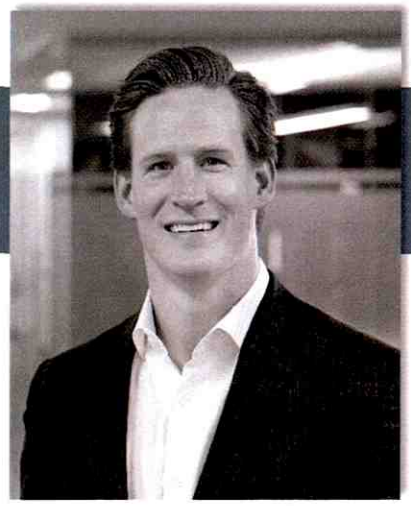
Previous Professional Experience

Project Experience	Location
Javits Center – Project development	New York, NY
Signature Healthcare – Project development	Boston, MA
Guantanamo Bay Naval Base – Oversaw commissioning, operations, and maintenance of renewable assets included in the largest ESPC project in the US Navy's history at NSGB, Cuba. The ESPC consisted of a new 20MW LNG plant, 12MW of solar, 6MW of battery, and a new microgrid controller for the island. The $368 million is projected to achieve annual energy savings of $24.6 million over a 22-year period	Guantanamo Bay, Cuba
Responsible for the O&M and service offerings for the Siemens US portfolio of distributed energy assets (57 facilities) which included solar, battery, and microgrid controllers	Various US locations
Led the project team for the design and implementation of the new computerized maintenance management system (CMMS) for the DES operations and asset management teams	Various locations

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Harrison Jones

VP, Business Development



Education

M.B.A. – Supply Chain / Operations Management
University of Alabama

B.A. Marketing
University of Alabama

Work History

2023 – Present, Path Company
VP, Business Development

2022 – 2023, Premium Property Trust
Director of Business Development

2018 – 2022, Capital Strategies Group, Inc.
Business Development

2015 – 2018, Stryker
Endoscopy Sales Representative

2014 – 2014, FedEx
Transport & Brokerage Intern

Harrison brings a wealth of relationship and client development experience to Path Company. He both enjoys and excels at development and managing relationships. He has a history of helping his customers through projects with a long-life cycle and managing the complexities of each situation. Before joining Path, he worked as a business development lead for a medical devices company and then raised private capital in the commercial real estate industry. He and his wife of 10 years, Julia, live in Birmingham, and they have three young children.

Key Energy Projects

Customer Name	Location
Jefferson County School District K12 School District	Birmingham, AL
Holmes Community College Higher Education Campus	Goodman, MS
Hancock County, MS Municipal Buildings	Bay St. Louis, MS
Pearl River Community College Higher Education Campus	Poplarville, MS

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Rusty McLellan

President, South



Rusty McLellan serves as President for the South Division, overseeing day to day operations, engineering & business development. Rusty has worked in facility management and Performance Contracting since 2005 and holds both a Mechanical Engineering and MBA degree from Louisiana State University. Over the past two decades, he has been responsible for various aspects of the business including implementation and oversight of engineering design, measurement and verification of guaranteed savings, construction execution and commissioning, customer satisfaction, and compliance with industry standards. His breadth of experience in Performance Contracting and facility management, combined with his personal dedication and commitment to serve our clients, continues to drive Rusty's success serving Path's clients.

Education

M.B.A. *Louisiana State University*

B.S. Mechanical Engineering
Louisiana State University

Certifications

Certified Engineering Manager

Certified Measurement and Verification Professional

LEED Accredited Professional

Work History

2022 – Present, Path Company
President, South

2005 – 2022, Johnson Controls
Regional Engineering Manager / Regional Director of Business Development

During his 17 years tenure at JCI, Rusty led development engineering and measurement verification activities for nearly every job in the region. In addition, he played an active role in the business development, deal structures and customer relationships.

Key Energy Projects

Customer Name	Location
East Central Community College	Decatur, MS
Long Beach School District	Long Beach, MS
Holmes Community College	Goodman, MS
Hancock County, MS	Bay St. Louis, MS
Pearl River Community College	Poplarville, MS
Mississippi College	Clinton, MS
Hancock County Schools	Kiln, MS

Previous Energy Projects

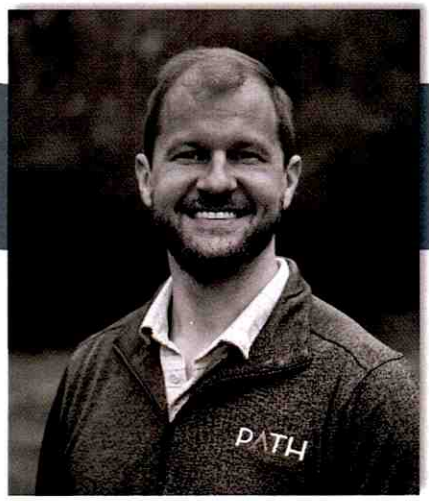
In his diverse individual and leadership roles at JCI, Rusty spearheaded performance contracts totaling over $500 million. Below is a list of those projects.

Samford University	Ascension Parish Schools
Baptist Hospitals	Oak Ridge National Lab.
Hancock County Schools	LA Dept. of Corrections
City of Gardendale	Hawaii Dept. of Transportation
City of Hattiesburg	Tulane University
Vicksburg Warren School District	Wilson County Schools

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James Roper, PE

Vice President, Engineering



Education

B.S. Agricultural Engineering
University of Georgia

Certifications

Professional Engineer (P.E.) –
Georgia

Certified Energy Manager (CEM) –
Association of Energy Engineers

Work History

2022 – Present, Path Company
Vice President, Engineering

2020 – 2022, Prysmian Group
North American Energy Manager

2014 – 2020, Trane
Energy Engineer / Project Developer

2013 – 2014, RaceTrac Petroleum
Energy Analyst

2012 – 2014, E4E Solutions, LLC
Project Engineer

As Vice President of Engineering at Path, James leads the technical development of comprehensive energy projects which includes performing site walk-throughs to establish existing conditions, analyzing building energy usage, defining project scope, pricing out costs associated with project scope, analyzing potential energy conservation measures, and effectively communicating operational benefits to all involved stakeholders. James' background as a Professional Engineer has exposed him to a variety of technologies and design solutions that can be employed to address sustainability, energy efficiency, deferred maintenance, and on-site renewal energy generation. Furthermore, James' experience in ESPC has helped customers determine the best funding options for their projects.

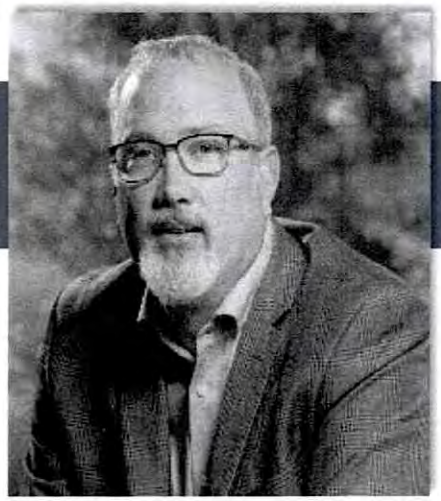
Key Energy Projects

Customer Name	Location
East Mississippi Community College – Higher Education Campus	Scooba, MS
Rankin County County Buildings	Flowood, MS
Jackson State University – Higher Education Campus	Jackson, MS
Jones College – Higher Education Campus	Ellisville, MS

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Jeromy Cotten

VP, Engineering



Education

M.B.A. *Middle Tennessee State University*

B.S. Mechanical Engineering *Auburn University*

Certifications

Certified Energy Manager

Certified M&V Professional

Building Commissioning Professional

Board/Committee Affiliations

International Ground Source Heat Pump Association

TN Energy Efficiency Schools Initiative

TN Plant Managers Association

Work History

2024 – Present, Path Company
VP, Engineering

2018 – 2024, Trane Technologies
Sr. Project Development Manager

2002 – 2018, TN Valley Authority
Sr. Project Manager, Energy Efficiency and Demand Response

2000 – 2002, Michelin
Project Engineer

1998 – 2000, Southeastern Mechanical Contractors
Sales Engineer

Jeromy serves as the Vice President of Engineering, overseeing the development of energy projects. With seven years of experience in the Performance Contracting industry, he previously led the design and management of the Tennessee Valley Authority's Commercial and Industrial Energy Efficiency program. Jeromy played a key role in establishing the State of Tennessee's Energy Efficient Schools Initiative (EESI-Standard Rebate Offer) and its supporting processes, serving as Chairman of the EESI Technical Advisory Committee for over five years. He holds a Bachelor of Science in Mechanical Engineering from Auburn University and an MBA from Middle Tennessee State University.

Key Energy Projects

Customer Name	Location
Pearl Public School District	Pearl, MS
East Central Community College	Decatur, MS
Hale County, AL	Greensboro, AL
Walker County, AL	Jasper, AL
Jackson City Schools, MS	Jackson, MS
Jackson County, MS	Pascagoula, MS
Christian Brothers High Schools	Memphis, TN

Previous Energy Projects

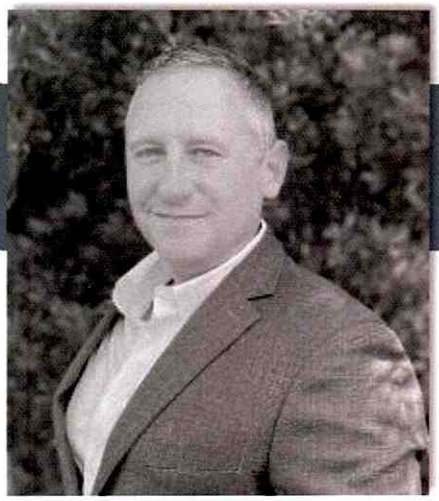
The following is a list of projects Jeromy has completed with past employers.

Customer Name	Project $ Amount
Union City Schools	$6 million
Southwest MS Junior College	$8 million
Maury County Schools	$10 million
Franklin County Schools	$8 million
Tullahoma City Schools	$8 million
Troy University	$22 million
Roane County Schools	$11 million

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William Bourgeois

Sr. Vice President, Operations



Education

B.S. Construction Engineering
University of Southern Mississippi

Work History

2022 – Present, Path Company
Sr. Vice President, Operations

2017 – 2021, Johnson Controls
Area Operations Manager
Billy worked closely with Design Engineers and Customers to ensure the needs and success of each project were met, while maintaining budget and schedule parameters.

2016 – 2017, The McDonnel Group
Assistant Project Manager

2014 – 2016, Wimco Corporation
Superintendent

1997 – 2014, Shamrock Construction Co. Inc.
Superintendent / Project Manager

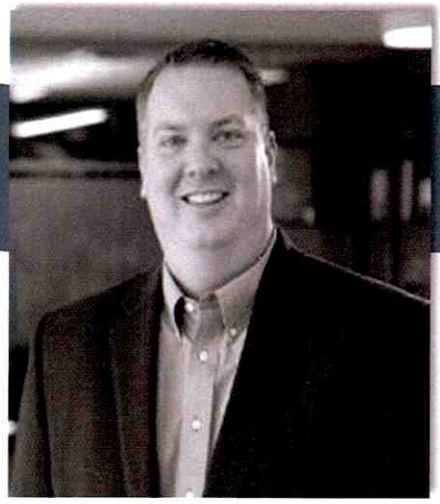
William "Billy" Bourgeois currently serves as the Sr. Vice President of Operations at Path. In this role, he is responsible for providing operational oversight and leadership within the company. Billy has been actively involved in operational oversight, working closely with design engineers and customers to ensure project success while adhering to budget and schedule requirements.

Key Energy Projects

Customer Name	Location
St. Stanislaus College K-12 School Buildings	St. Louis, MS
City of Pearl – City Hall, Fire Station, Police Dept., Public Works, Parks & Rec	Pearl, MS
Mississippi College Higher Education Campus	Clinton, MS
Pearl River Community College – PH 1 Higher Education Campus	Poplarville, MS
Pearl River Community College – PH 2 Higher Education Campus	Poplarville, MS
City of Senatobia Streetlighting & Revitalization Project	Senatobia, MS

Greg Weaver, PE

Sr. Vice President, Engineering



Education

B.S. Mechanical Engineering
Christian Brothers University

Certifications

Professional Engineer (P.E.) – *Tennessee*

Certified Measurement & Verification Professional

LEED Accredited Professional

Work History

2022 – Present, Path Company
Sr. Vice President, Engineering

2010 – 2022, Johnson Controls
Area Engineering Manager / Principal Development Engineer

2008 – 2010, Continental Construction Company
Project Manager

2000 – 2008, Allen & Hoshall
Mechanical Engineer

Greg has refined and improved the level of detail and granularity in Path's Infrastructure division's engineering savings calculations, risk management, and cost buildup process for the streetlight conversion program, as well as established regular processes and dashboards for the division's projects management. He also has enhanced and standardized the Measurement and Verification program and reporting templates for Path's legacy and new Performance Contracts.

Key Energy Projects

Infrastructure Engineering Projects

Customer Name	Type
City of Pearl, MS	LED SL Conversions
Northwest Business Park	New Streetlight Infrastructure
City of Brentwood, TN	LED SL Conversions
Shelby County, TN	Solar PV Array & EV Chargers
Town of Bartlett, TN	LED SL Conversions
City of Collierville, TN	LED SL Conversions
Metro Nashville & Davidson County Government	LED SL Conversions

Measurement & Verification Projects

Customer Name	Location
Mississippi Home Corporation	Jackson, MS
Mississippi College	Clinton, MS
Long Beach School District	Long Beach, MS
Hancock County Schools	Kiln, MS
Tate County Government	Senatobia, MS
Richard Hardy Memorial School District	South Pittsburg, TN
Hancock County Government	Bay St. Louis, MS



Appendix B:
Path Qualifications

Evidence of NAESCO Accreditation

Path Company, LLC, is fully accredited by NAESCO (National Association of Energy Services Company) as an Energy Services Company (ESCO).



NAESCO ACCREDITED
Energy Service Company

Certificate of Accreditation

This is to certify that

PATH Company LLC

has participated in the Accreditation Program and Review and has been recognized by the National Association of Energy Service Companies to be an Accredited **Energy Service Company.**

Wes Walker
Chairman

Timothy D. Unruh
Executive Director

November 2024
Certification of Accreditation covers a period of **36** months from date of issuance.
Accredited since 2022.

Evidence of Insurance Coverage

Path's insurance certificate is below:

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/1/2027 — 4/30/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED: 1428229 PATH COMPANY, LLC 123 CENTER PARK DR. SUITE 239 KNOXVILLE TN 37922	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: American Guarantee and Liab. Ins. Co. — 26247 INSURER B: Zurich American Insurance Company — 16535 INSURER C: Vantage Risk Specialty Insurance Company — 16275 INSURER D: Allied World National Assurance Company — 10690 INSURER E: INSURER F:

COVERAGES — **CERTIFICATE NUMBER:** 22214791 — **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X CONT LIAB GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	N	N	GLO 3004954	5/1/2026	5/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY X COMP $10,000X COLL $10,000	N	N	BAP 3004954	5/1/2026	5/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ Not Applicable
B D	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE X DED RETENTION $ $0	N	N	AUC 0777050 0315-1316	5/1/2026 5/1/2026	5/1/2027 5/1/2027	EACH OCCURRENCE AGGREGATE $	$ 15,000,000 $ 15,000,000 $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N — N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	WC 3004951	5/1/2026	5/1/2027	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Contractor's Poll/Prof Liab	N	N	P03CP0000057182	5/1/2026	5/1/2027	$10M Each Claim/$10M Policy Agg	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

22214791
SAMPLE FOR PROPOSALS

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: Joseph M. Agnello

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ACORD 25 (2016/03) — The ACORD name and logo are registered marks of ACORD

Alabama Contractor's License

Path's contractor's license information for the State of Alabama is below:



STATE OF ALABAMA

BID LIMIT: U
AMOUNT: UNLIMITED

LICENSE NO.: 56896
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

PATH COMPANY LLC

MEMPHIS, TN 38120

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION, M-S: HEATING, VENTILATION, AND AIR CONDITIONING, REP: RECIPROCITY STATE OF TENNESSEE

until May 31, 2026 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

15th day of May, 2025

217095

Michael B. Tew SECRETARY-TREASURER

CHAIRMAN

ESCO's Submission Statement

Path's submission statement can be found on the following page.

Attachment 1 – ESCO's Submission Statement

The following form must be completed and included in each ESCO's proposal:

The undersigned firm hereby offers to perform the services as described in this RFQ dated June 8, 2026, prepared by The Cullman County Commission (CCC), in accordance with the Proposal attached hereto.

In connection with such offer, the undersigned represents and warrants to CCC that it has carefully and thoroughly reviewed the entire RFQ and that it possesses the experience, skills, and abilities necessary to perform the services in accordance with specifications in the RFQ.

Path Company, LLC
Name of Firm
(Print or type)

Signature

Rusty McLellan
Name of Signatory
(Print or type)

President, South
Position with Company
(Print or type)

Date 07/07/2026

THE CULLMAN COUNTY ALABAMA COMMISSION



Path Company

3008 Pump House Road
Birmingham, AL 35243

Main Contact Person

Jacob McDonald
Vice President, Business Development
E: jacob.mcdonald@sitelogiq.com
C: (205) 492-7917

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BID FORM FOR BID #1504

DATE: 7-14-26

COMPANY NAME: B&B Petrolem Products LLC

ADDRESS: 501 1st Ave NW

Cullman AL 35055

COMPANY REPRESENTATIVE: Todd Bennett
Please Print

REPRESENTATIVE SIGNATURE: Todd Bennett

PHONE/FAX: 256-734-1474

E-MAIL: BproductsLC@AOL.Com

The signature on this bid form certifies that the bidder has examined the instructions to the Bidders, terms and specifications applicable to and made a part of this bid. Bidder further certifies that the prices shown on its bid are in full compliance with the conditions, terms, and specifications of the bid, and that any exceptions taken thereto may disqualify the bid. Bidder further certifies that it can provide all the services described in this bid.

Delivery of Fuels to Cullman County Commission Fuel Tanks at various locations in Cullman County	**Cost(cents) per Gallon over Alabama OPIS**
REGULAR UNLEADED GASOLINE: 87 OCTANE	35 Cents
ON-ROAD DIESEL (NO BIO-DIESEL)	35 Cents

DYEHVAC
HEATING & COOLING
AL# 84856

2149 2nd Ave SW, Cullman, AL 35055 | (256) 841-1016 | AL License #84856

BID PROPOSAL

Bid No. 1506 — HVAC System for Stony Lonesome OHV Park

Submitted To:

Cullman County Commission

Room 105, Cullman County Courthouse, Cullman, Alabama

Bid Opening: 1:00 p.m., Tuesday, July 21, 2026

Submitted By:

Dye HVAC

2149 2nd Ave SW, Cullman, AL 35055

(256) 841-1016 | AL License #84856

Authorized Representative: Barton Dye

Date: July 20, 2026

DYEHVAC
HEATING & COOLING
AL# 84856

2149 2nd Ave SW, Cullman, AL 35055 | (256) 841-1016 | AL License #84856

BID RESPONSE FORM

Bid No. 1506 — One New 14 SEER 4 Ton Electric Heat Pump System — Stony Lonesome OHV Park

Bid Price: $8,000.00 (Eight Thousand Dollars and 00/100), complete installation
Warranty on Parts: 5 Years
Warranty on Compressor: 5 Years
Warranty on Heat Exchanger: N/A — Heat Pump System (no heat exchanger)
Warranty on Labor: 5 Years
All warranties above are Parts AND Labor, provided directly by Dye HVAC, meeting or exceeding the 5-Year Parts and Labor warranty required by the bid specifications.

Name of Bidding Company: Dye HVAC
Business Address: 2149 2nd Ave SW, Cullman, AL 35055
Name of Authorized Representative (Please Print): Barton Dye
City, State, Zip Code: Cullman, AL 35055
Area Code & Phone Number: (256) 841-1016
Signature of Authorized Representative: _____
(To be signed by Barton Dye prior to submission)

DYEHVAC
HEATING & COOLING
AL# 84856

2149 2nd Ave SW, Cullman, AL 35055 | (256) 841-1016 | AL License #84856

EQUIPMENT PROPOSED

Unit: Sinclair 4-Ton Heat Pump System (Electric Heat Pump Split System)
Efficiency Rating (SEER): 14+ SEER — meets or exceeds the 14 SEER 4-Ton Electric Split System required by the bid specification
Equipment Source: All equipment purchased new through a local equipment vendor
Manufacturer Warranty: 5-Year limited parts warranty (compressor included), backed by Dye HVAC's 5-Year labor warranty

SCOPE OF WORK

Installation includes all materials, labor, equipment, and services necessary to complete the job in full accordance with the bid specifications, including:

- All wiring, conduit, and metal plenums
- Drain pan with drain safety shut-off
- New thermostat
- New concrete slab for outdoor unit
- Electrical whip and disconnect box (outdoor)
- 4" filter cabinet
- All other supplies as needed for a complete installation
- Required permits obtained; all applicable ordinances followed
- System powered on, tested, and confirmed working properly
- Flow test of existing registers conducted after installation
- Operating manual furnished for the installed unit

Dye HVAC is licensed, bonded, and carries liability and workman's compensation insurance. Proof of insurance available upon request.

DYEHVAC
HEATING & COOLING

2149 2nd Ave SW, Cullman, AL 35055 | (256) 841-1016 | AL License #84856

COMPLIANCE ACKNOWLEDGMENT

By submitting this bid and upon signature of the Authorized Representative, Dye HVAC affirms, for the duration of the agreement, that it will not violate federal or state immigration law, and will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama, in compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535, as amended by Act 2012-491). Dye HVAC is enrolled in E-Verify.

E-Verify ID Number: 3054821

REQUIRED ATTACHMENTS

The following documents are required to be submitted with this bid and will be included separately by Dye HVAC as part of the final submission packet:

- W-9 Tax Document
- E-Verify Enrollment Documentation
- Certificate of Liability Insurance
- Contractor License Documentation (AL License #84856)

Bid Price: $ 8,000.00

Warranty on Parts: 5yrs

Warranty on Compressor: 5yrs

Warranty on Heat Exchanger: N/A

Warranty on Labor: 5yrs

Dye Hvac

Name of Bidding Company

2149 2nd Ave SW

Business Address

Barton Dye

Name of Authorized Representative
(Please Print)

Cullman Al 35055

City, State, Zip Code

Bart Dye

Signature of Authorized Representative

Area Code & Phone Number

256-841-1016 office

256-338-9744 cell

BID SPECIFICATIONS

Bid Price: $ 8400.00

Warranty on Parts: 5yr

Warranty on Compressor: 5yr

Warranty on Heat Exchanger: 5yr

Warranty on Labor: 1yr

Stan Smith Heating and Air
Name of Bidding Company

Stan Smith
Name of Authorized Representative
(Please Print)

Stan Smith
Signature of Authorized Representative

150 Christian ST
Business Address

Cullman, AL 35058
City, State, Zip Code

256-339-2398
Area Code & Phone Number

BID SPECIFICATIONS

Bid No. 1506

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 1:00 p.m., Tuesday July 21, 2026, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for one new 14 Seer 4 Ton Electric Split System for Stony Lonesome OHV Park. At this time sealed bids will be publicly opened and read aloud. Specifications are attached.

Proposals must be clearly marked with the bid number on the exterior of the sealed envelope.

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

All bids must comply with State of Alabama requirements.

Any questions regarding this bid should be directed to Kenneth Cornelious at the Cullman County Park Director, 256-550-0493.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal and state immigration law or knowingly employ, hire for employment, or continue to employ unauthorized aliens 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.

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

CONTRACTOR REQUIREMENTS:

Contractor shall consider these specifications to be the minimum standards to be met in the terms of the bid.

Any and all references to trade names, types, styles, or models are intended to be descriptive only and not restrictive. The intention is to indicate to contractors the minimum requirements of type and quality of materials that will be satisfactory.

Contractor must be licensed, bonded, provide proof of liability insurance and workman's compensation insurance (if applicable).

Contractor must obtain any required permits and follow all ordinances pertaining to the work.

Contractor must provide all materials, labor, equipment, and service necessary for the completion of the entire job.

System must be turned on, tested, and working properly after completion of installation. A flow test of existing registers must be conducted and working properly after completion of installation.

Contractor shall furnish operating manual for installed unit.

REQUIREMENTS:

Contractor must supply an equivalent unit or greater than a 14 Seer 4 Ton Electric Split System

5 Year Parts and Labor warranty

Contractor must supply all wiring, conduit, metal plenums, drain pan, drain safety shut off, hung with cable, airtight seal, thermostat, new concrete slab, electrical whip and disconnect box outside, 4" filter cabinet, other supplies as needed for installation.

Contractor must specify energy rating on all equipment (SEER)

Bid Price: $ 9500.00

Warranty on Parts: 5 Year

Warranty on Compressor: 5 Year

Warranty on Heat Exchanger: N/A

Warranty on Labor: 5 Years

B&M Mechanical
Name of Bidding Company

Barry Camper
Name of Authorized Representative (Please Print)

Signature of Authorized Representative

2380 County Road 447
Business Address

Cullman, Al 35057
City, State, Zip Code

256-338-9501
Area Code & Phone Number

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Contractor must specify energy rating on all equipment (SEER)

Bid Price: $ 11,572

Carrier 4 TON Split Heat Pump
↳ 15.0 SEER2

Warranty on Parts: 05

Warranty on Compressor: 05

Warranty on Heat Exchanger: N/A

Warranty on Labor: 01

Richard Electric Co, Inc.
Name of Bidding Company

4138 AL-157
Business Address

Gerald Rollo
Name of Authorized Representative
(Please Print)

Cullman, AL 35058
City, State, Zip Code

Gerald Rollo
Signature of Authorized Representative

256-734-1791
Area Code & Phone Number