

**CULLMAN COUNTY COMMISSION MEETING**  
**April 20, 2021**

**CALL TO ORDER AND WELCOME GUESTS**

Chairman Clemons called the Meeting at 6:01 p.m.

**CALL OF ROLL TO ESTABLISH QUORUM**

Tiffany Merriman, County Clerk, called the roll; present were Chairman Jeff Clemons, Commissioner Kerry Watson, Commissioner Garry Marchman, County Administrator John Bullard, County Engineer Bryan Cheatwood, and County Attorney Emily Johnston. Pastor Larry Duke gave the invocation. Mark Persall led the Pledge of Allegiance.

**APPROVE THE MINUTES OF THE MARCH 16, 2021 MEETING AND MARCH 26, 2021 EMERGENCY MEETING, APPROPRIATIONS, EXPENDITURES, PERSONNEL ACTIONS, PAYROLL, AND REQUISITIONS AND APPROVE ALL JOURNAL ENTRIES TO BE POSTED**

Commissioner Marchman made a motion to approve the minutes of the March 16, 2021 Meeting and March 26, 2021 Emergency Meeting, appropriations, expenditures, personnel actions, payroll, and requisitions and approve all journal entries to be posted. Commissioner Watson seconded, and the motion passed on a unanimous voice vote.

**PUBLIC COMMENTS/UPDATES**

County Engineer Bryan Cheatwood expressed his gratitude to the Commission, coworkers, and the community for their support showed to him and his family as he grieved the loss of his mother, Linda Cheatwood. Mr. Cheatwood stated may God bless each and every one of you. Chairman Clemons recognized two new employees that will serve at the Cullman County Commission.

First, Shane Bailey. Shane will be working with our facilities and fleet management. He has 22 years of experience with ADECA.

Second, Stephanie Lawson. She is going to be our new Director at Commission on Aging.

**NEW BUSINESS**

**Ratify City of Cullman abatement for BBLU Inc. by Cullman City Economic Development Agency in the amount of \$955,000.00**

Stanley Kennedy, Project Manager with the Cullman City Economic Development Agency, addressed the Commission and stated this is an abatement for the City of South Vinemont. It is an amendment to an abatement passed in February 2020 for a brand-new company located here in Cullman. The company is expanding, and they want to add on to their abatement for construction needs, increasing their capacity. Three additional jobs will be added, and this abatement will increase from \$565,000.00 to this new investment number which will create \$35,000.00 plus for Cullman County Schools. Commissioner Watson made a motion to ratify City of Cullman abatement for BBLU Inc. by Cullman City Economic Development Agency in the amount of \$955,000.00. Commissioner Marchman seconded, and the motion passed on a unanimous voice vote.

**Proclamation- Recognize April as Fair Housing Month**

Bradley Williams, Director of Cullman County Economic Development, stated this Proclamation would help so we can apply for more grants through ADECA. Commission Marchman made a motion to recognize April as Fair Housing Month. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Recognition: Rhonda Sinyard retiring after 18 years of service with the Water Department**

Commissioner Watson made a motion to recognize Rhonda Sinyard retiring after 18 years of service with the Water Department. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Recognition: James Waters retiring after 12 years of service with the Sanitation Department**

Commissioner Marchman made a motion to recognize James Waters retiring after 12 years of service with the Sanitation Department. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Resolution 2021-15: Authorize Chairman Clemons to sign agreement between the State of Alabama and Cullman County Commission covering widening and resurfacing on County Road 1301 from SR-3(US-31) to County Road 1435- Project No. HRRR-2221**

Bryan Cheatwood, County Engineer, stated this is a safety grant. This grant is for addressing safety issues on this roadway. Commissioner Watson made a motion to approve Resolution 2021-15: Authorize Chairman Clemons to sign agreement between the State of Alabama and Cullman County Commission covering widening and resurfacing on County Road 1301 from SR-3(US-31) to County Road 1435- Project No. HRRR-2221. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Resolution 2021-16: Tax Abatement for Project Triple J in the investment of \$530,000.00**

Stanley Kennedy, Project Manager with Cullman City Economic Development, stated we never give away money. No money is coming out of anybody's funds. We do not take away from school funds in any form. These projects are competitive projects that we are competing for the company to come to Cullman. We are working with other Economic Development partners such as TVA, the State of Alabama, and ADECA. Many people help us out to win these projects, and they offer programs, but to get these projects, they must be competitive confidential projects. What we are doing is promising to give an abatement if the company were to locate or grow in our region. The company is technology-based with four jobs in phase 1 and will pay significantly higher wages than we see in Cullman County. We hope this is the first phase of something that is going to be a lot bigger and will employ people at a very high wage. Commissioner Marchman made a motion to approve Resolution 2021-16: Tax Abatement for Project Triple J in the investment of \$530,000.00. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Resolution 2021-17: Tax Abatement for Project Sport in the investment of \$2,230,000.00**

Stanley Kennedy, Project Manager with the Cullman City Economic Development, addressed the Commission and stated this is a confidential project that we are competing for. This project will make a \$2.23 million investment in our community. It will be incorporated in Cullman County. This project will create 20 jobs. This is a company in the construction product business for industrial, residential, and commercial products. Commissioner Watson made a motion to approve Resolution 2021-17: Tax Abatement for Project Sport in the investment of \$2,230,000.00. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Authorize Revenue Commissioner, Barry Willingham, to sign a contract with GovEase Auction LLC, on behalf of the County Commission**

Barry Willingham, Revenue Commissioner, advised this is an amendment in conjunction with GovEase to hold tax sales on properties. It is clarification for the parcels that come up for resale to ensure everyone knows how much is going to be paid to the company. When a parcel goes up for auction, there is an additional \$45 added on for that sale, so the money to pay the company is coming out of that additional fee. Commissioner Marchman made a motion to Revenue Commissioner, Barry Willingham, to sign a contract with GovEase Auction LLC, on behalf of the County Commission. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Authorize Chairman Clemons to appoint John King, to replace Joe Minor, to the Joppa Water Board to expire 03/01/24**

Commissioner Watson made a motion to approve Chairman Clemons to appoint John King, to replace Joe Minor, to the Joppa Water Board to expire 03/01/24. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Authorize Chairman Clemons to sign settlement agreement on behalf of Cullman County Commission**

Commissioner Marchman made a motion to approve Chairman Clemons to sign settlement agreement on behalf of Cullman County Commission. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Authorize Chairman to sign Auction agreement with JM Wood Auction Company to dispose of (6) Tri-Axle Dump Trucks between June 15-18, 2021**

Bryan Cheatwood, County Engineer, stated this is for last year's trucks. The net guarantee will be approximately \$3,400.00 less than our purchase price for our new trucks. That is only a net guarantee. If the trucks sell for more, it could go to a gain. Commissioner Watson made a motion to Authorize Chairman to sign Auction agreement with JM Wood Auction Company to dispose of (6) Tri-Axle Dump Trucks between June 15-18, 2021. Commissioner Marchman seconded, and the motion passed on a unanimous voice vote.

**Authorize Chairman Clemons to sign contract agreement with Pyro Shows of Alabama**

Doug Davenport, Park Director, advised this agreement is for the firework show for July 4th. It was paid for last year, but due to COVID, they could not have the fireworks show. We need a

new contract signed. Commissioner Marchman made a motion to approve Chairman Clemons to sign contract agreement with Pyro Shows of Alabama. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Authorize Sanitation Director, James Rollo, to purchase roll-off dumpsters not to exceed \$100,000.00**

Commissioner Watson made a motion to approve Sanitation Director, James Rollo, to purchase roll-off dumpsters not to exceed \$100,000.00. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Authorize Chairman Clemons to sign contract with American Signal Corporation Alert System**

Phyllis Little, EMA Director, addressed the Commission and stated this is a mass notification system. This will allow us to set up unlimited groups and administrators and send out unlimited messages. The company will be handling all the training and uploading all the telephone numbers for landlines(residential and business) in the county. There will be a webpage so citizens can go on and sign up. This notification also allows citizens to sign up for what specific alert notifications they want and allows them to opt-out of the ones they do not want. Commissioner Marchman made a motion to approve Chairman Clemons to sign contract with American Signal Corporation Alert System. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Authorize County Attorney Emily Johnston to inquire about purchase price for commercial property adjacent to the Cullman County AG Center**

Commissioner Watson made a motion to approve County Attorney Emily Johnston to inquire about purchase price for commercial property adjacent to the Cullman County AG Center. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Consider COVID Supplemental Payment to All County Employees in the amount of \$1,500.00 for full-time employees and \$750.00 for part-time employees**

John Bullard, County Administrator, addressed the Commission and stated this is a distribution of the CARES Act funds that were primarily for the reimbursement for the Sheriff's Office payroll. The use of these funds would be to provide \$1500.00 for full-time employees and \$750.00 for part-time employees employed as of today, April 20, 2021. There will be some remainder the county will set aside in reserves, and the Sheriff's Office(next item) will lead into the Sheriff's Office receiving \$993,213.00 as a distribution from the CARES Act funds.

Chairman Clemons stated I truly believe this is a way we can help our employees right now. We know we have this money set aside, and there is no better way to use it than to help people that need help, and if you look at COVID for the last year, a lot of our employees have suffered. We had thirteen employees out at the Sanitation Department at one time due to COVID. I truly believe we need to help people when we can.

Commissioner Marchman stated I agree with that 100 percent, but I do think we are jumping the gun a little bit. Not on the amount or the structure. I think the employees are well worth it since we cannot give them a raise and sustain that raise. I think they are well worth a boost of income, but I also think that we should have spent a little more time with looking at how it is



structured and how we are going to disseminate the money. I think there could be a time in the future to give the employees more money than this amount, or it may even require a little less than this, but I am a big advocate of giving the money. I am just going to abstain from voting for this because I think we need to look at it and structure it different.

Chairman Clemons stated, "John how long have you actually spent time working on this?"

John Bullard, County Administrator stated, this was one of the first discussions we had when I started in January. We have been in discussion with the Sheriff and the Commissioners, and so we have worked on this for several months.

Commissioner Watson stated I think this is something that is good for the employees and good for morale. Our employees have been very dedicated during this time. We have some employees who work longer hours and fill in spots. This shows our appreciation for our employees.

Commissioner Marchman stated, I agree 100 percent. I have instituted training programs for the employees. I have begged for raises for employees. I am not against any distribution of the CARES Act funds going to the employees.

I think it is appropriate, but the argument I have is most of them just got their CARES money that came down from the Federal Government. Some just filed their taxes. They have their tax money. There may be an opportunity later in the year to give them even more money than this \$1,500.00. If you can give them \$2,000.00 later in the year, rather than give them \$1,500.00 now.

It would look more appropriate to me to give it to them at a time more needed than a time when they have already received a little boost from the government. That was my only argument.

Chairman Clemons stated I do understand that, but I have talked with several employees, and I know this is not an easy situation. It is all about helping people, and that is what we are here to do. I truly believe being a leader in our community, we are supposed to help people.

Commissioner Marchman stated, I agree 100 percent. We must put that good foot forward to be a steward of the money provided to us by taxpayers because this is all taxpayers money.

I am 100 percent for helping people,

I am not against that. It is good that we can work together and disagree and still work together to do what we need to do for the county. I am not disagreeing with the amount. I am not disagreeing with anything. The timing could be more appropriate for the employees.

Commissioner Watson made a motion to approve the COVID Supplemental Payment to All County Employees in the amount of \$1,500.00 for full-time employees and \$750.00 for part-time employees. Chairman Clemons seconded. The motion carried on affirmative votes from Chairman Clemons and Commissioner Watson, while Commissioner Marchman abstained from voting.

**Consider transfer to Sheriff's Office CARES Act Funds in the amount of \$993,213.00 to reimburse the Department for necessary expenses incurred due to the public health emergency with respect to the COVID-19 Pandemic including expenses incurred for labor and related costs of employees whose services were substantially dedicated to mitigating or responding to the Pandemic**

Matt Gentry, Sheriff, advised that Agenda Item P and Q are associated together. Last year we started with the CARES Act money. I want to brag on Judy Bradford. We went to her and the previous administrator, and there was an opportunity for us to get full reimbursement through the salaries of law enforcement. Judy did an amazing job, and she put together a package where we were able to get approximately \$2.3 million in reimbursement of the CARES Act money. Then we started the negotiations on how we could use it for the employees. I think it is a positive for all county employees, and it is a positive for the Sheriff's Office. We know we have all experienced the negatives of COVID. This is a positive for the employees and the community. I appreciate the negotiations and hard work so we can resolve this and make it possible for all the employees.

Commissioner Watson made a motion to approve the transfer to Sheriff's Office CARES Act Funds in the amount of \$993,213.00 to reimburse the Department for necessary expenses incurred due to the public health emergency with respect to the COVID-19 Pandemic including expenses incurred for labor and related costs of employees whose services were substantially dedicated to mitigating or responding to the Pandemic. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Consider approval of budget amendment to correct clerical error in the annual budget(Change transfer for GO warrant payment from 116 Capital Improvement Fund to 112 Public Building Fund)**

John Bullard, County Administrator, addressed the Commission and stated this is a clerical issue. This is a transfer from 112 Public Building Fund to 116 Capital Improvement Fund. Commissioner Marchman made a motion to approve the budget amendment to correct a clerical error in the annual budget(Change transfer for GO warrant payment from 116 Capital Improvement Fund to 112 Public Building Fund). Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Consider approval of the NARCOG dues and program match for FY-2021-Total amount \$56,299.00**

John Bullard, County Administrator, stated this is the annual dues for the NARCOG membership. Commissioner Watson made a motion to approve the NARCOG dues and program match for FY-2021-Total amount \$56,299.00. Commissioner Marchman seconded, and the motion passed on a unanimous voice vote.

**Consider surplus of (6) Kenworth Tri-Axle Dump Trucks**

- Vin # 3BKDL40X8LF427600
- Vin # 3BKDL40X8LF424728
- Vin # 3BKDL40X5LF427599
- Vin # 3BKDL40X8LF424731
- Vin # 3BKDL40X6LF424730
- Vin # 3BKDL40XXLF424729

Bryan Cheatwood, County Engineer, advised he recommends these dump trucks to be sold by JM Wood Auction.

Commissioner Marchman stated, how close are we on the money now?

Cheatwood stated we are running just under \$3,400.00 per truck. That was just a net guarantee. Commissioner Marchman stated we even have the potential to do better. That is a good program. Commissioner Marchman approved the surplus of (6) Kenworth Tri-Axle Dump Trucks

- Vin # 3BKDL40X8LF427600
- Vin # 3BKDL40X8LF424728
- Vin # 3BKDL40X5LF427599
- Vin # 3BKDL40X8LF424731
- Vin # 3BKDL40X6LF424730
- Vin # 3BKDL40XXLF424729

Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Consider ADS Security System Proposal for Cullman County Economic Development and authorize Chairman to sign agreement -installation \$7,825.00 (\$47.69 monthly)**

Bradley Williams, Cullman County Economic Development Director, stated this is for the Economic Development and the Sales Tax Office to split the cost for a card system.

Commissioner Watson made a motion to approve ADS Security System Proposal for Cullman County Economic Development and authorize Chairman to sign agreement -installation \$7,825.00 (\$47.69 monthly). Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Consider purchase of a 2021 Ford F150 4X4 Super Cab for Reappraisal from the NACP Bid list in the amount of \$27,366.00**

Commissioner Marchman made a motion to approve the purchase of a 2021 Ford F150 4X4 Super Cab for Reappraisal from the NACP Bid list in the amount of \$27,366.00. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Consider surplus of a 2008 Ford Crown Vic from the Sheriff's Office to be sold on GovDeals**

Matt Gentry, Sheriff, stated this vehicle is not operable at the Sheriff's Office. Commissioner Watson made a motion to approve the surplus of a 2008 Ford Crown Vic from the Sheriff's Office to be sold on GovDeals. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Consider an amendment to the Cullman County Personnel Policies and Procedures Section II-U Items 6 to provide 25% above the host hotel rate in the event the host hotel is full (Policy Language will be in the folders)**

John Bullard, County Administrator, addressed the Commission and stated the only issue with the existing policy is that it does not give flexibility in the event the host hotel at a county conference is full(which must be documented). It will give employees up to 25% more. We have looked at the average rate at host hotel rates, and they are about 25 percent less than other rates. This would allow employees to stay in a different hotel that costs up to 25 percent more and still provide protection from going over an exorbitant amount. Commissioner Marchman made a motion to amend the Cullman County Personnel Policies and Procedures Section II-U Items 6 to provide 25% above the host hotel rate in the event the host hotel is full (Policy

Language will be in the folders). Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Bid #1344-Award bid for Recycled Asphalt Pavement(RAP Millings) to Good Hope Contracting Co. Inc.**

Bryan Cheatwood, County Engineer, advised he recommends Bid #1344.

Commissioner Marchman asked if the road department is getting any recycled asphalt? Mr. Cheatwood stated it had become more in demand. Commissioner Watson made a motion to approve Bid #1344-Award bid for Recycled Asphalt Pavement(RAP Millings) to Good Hope Contracting Co. Inc. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Bid #1345-Award bid for Cab Crawler Dozer to Warrior Tractor for Alabama Forestry Commission to use-Bid Price \$189,900.00**

John Bullard, County Administrator, stated this for a dozer that will be used for Forestry. There will be a reversionary agreement put in place so that it will not leave Cullman County. If Forestry decides to do away with the dozer, it must come back to us. We will also be able to recall that if we ever need to in the future. Forestry has a balance in its account with us. We will use part of that balance and then their allocation each year to pay that back to us. It will take approximately four years.

Chairman Clemons advised he spoke with Mr. Mayhall with Forestry, and he was not able to attend due to a woods fire on County Road 223.

Awarding this bid will be a benefit to Forestry.

Commissioner Marchman made a motion to approve Bid #1345-Award bid for Cab Crawler Dozer to Warrior Tractor for Alabama Forestry Commission to use-Bid Price \$189,900.00.

Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Bid #1346- Award bid for hauling of aggregate, asphalt, and other various materials**

Bryan Cheatwood, County Engineer, advised he would recommend Bid #1346. Commissioner Watson made a motion to approve Bid #1346- Award bid for hauling of aggregate, asphalt, and other various materials. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Work Session**

Chairman Clemons announced the next Commission Work Session will be Tuesday, May 18, 2021 at 4:30 p.m. in the Commission Meeting Room

**NEXT REGULAR COMMISSION MEETING TUESDAY, MAY 18, 2021**


Chairman Clemons announced the next Commission Meeting will be Tuesday, May 18, 2021 at 6:00 p.m. in the Commission Meeting Room

**ADJOURN THE MEETING**

Commissioner Marchman made a motion to Adjourn.


Commissioner Watson seconded. Meeting was adjourned at 6:34 pm.






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Jeff Clemons,  
Chairman



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Kerry Watson,  
Associate Commissioner



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Garry Marchman,  
Associate Commissioner

## RESOLUTION

This Resolution is made on the 15th Day of December, 2020 as an amendment to the abatement granted on the 27th day of February, 2020 (the Effective Date) by the City of South Vinemont, Alabama (the Granting Authority), to grant a tax abatement for and BBLU, Inc. (the Operating Company), this amendment will increase the capital investment from \$565,000 to \$955,000.

WHEREAS, the Company and the Operating Company have 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 and the Operating Company has requested from the Granting Authority an Abatement of (check all that apply):

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 and the Operating 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 amended request of The Company and the Operating Company and the completed amended application (copy attached) filed with the Granting Authority by The Company and the Operating Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in The Company and the Operating Company's amended 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 \$955,000 by the Operating Company; and

WHEREAS, The Company and the Operating 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 and the Operating 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 THEREFORE, be it resolved by the Granting Authority as follows:

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

- X all state and local noneducational ad valorem taxes,
- X all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or  
all mortgage and recording taxes

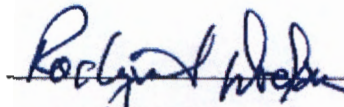
as the same may apply to the fullest extent permitted by the Act. The period of abatement for the noneducational ad valorem taxes (if applicable) shall extend for a period of 10 years measured as provided in Section 40-9B-3(h) of the Act.

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

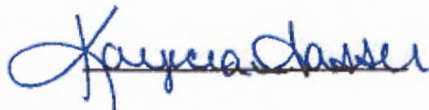
Section 3. A certified copy of this resolution, with the application and abatement agreement, shall be forwarded to The Company and the Operating Company to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

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 Town of South Vinemont, Alabama of Alabama at a meeting held on the 15th day of December, 2020 .

BY:  L. S.  
Its: Mayor Radginal Dodson

ATTEST:



## Tax Abatement Agreement

This amendment agreement is made on the **15th Day of December, 2020** as an amendment to the abatement granted on the **27th day of February, 2020** (the Effective Date) by the **City of South Vinemont, Alabama** (the Granting Authority), to grant a tax abatement for **BBLU, Inc.** (the Operating Company), its successors and assigns. This amendment will increase the capital investment from **\$565,000** to **\$955,000**.

WHEREAS, the Company's and Operating Company's North American Industry Classification System Code **322211**, meets the qualifications of an industrial or research enterprise in accordance with Section **40-9B-3(f)**, Code of Alabama **1975**, as amended.

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

**XX** new project or major addition to their existing facility (the Project),

located within the jurisdiction of the Granting Authority; and

WHEREAS, the Project is estimated to be completed by **15th day of August 2021**; and

WHEREAS, the Project will be located in the County of **CULLMAN** (check whichever is applicable)

**XX** inside the city limits of **THE TOWN OF SOUTH VINEMONT** ,  
inside the police jurisdiction of **THE TOWN OF SOUTH VINEMONT** ,  
outside the city limits and police jurisdiction of the City of **SOUTH VINEMONT** ; 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 and the Operating Company has requested from the Granting Authority an Abatement of (check all that apply):

- X** all state and local noneducational ad valorem taxes,
- X** all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
- all mortgage and recording taxes; and

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

WHEREAS, the Granting Authority has found the information contained in the Company's and Operating 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 **27th day of February, 2020** (the Meeting), the Granting Authority approved the Company's and Operating Company's application for abatement of (check all that apply):



**X** all state and local noneducational ad valorem taxes,

**X** all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

all mortgage and recording taxes; and

WHEREAS, the Project will consist of private use industrial development property, which is composed of all real and 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):

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

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

WHEREAS, the Project conducts trade or business as described in any of the following 1987 Standard Industrial Classification Major Groups 20 to 39, inclusive 50 or 51, Industrial Group Number 737, or Industry Numbers 0724, 4613, 8731, 8733, or 8734, as set forth in the Standard Industrial Classification Manual published by the United States Government Office of Management and Budget; and

WHEREAS, if the Project is a major addition to an existing facility, the request for abatement of all state and local noneducational ad valorem taxes (if applicable) and/or all 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 the Operating 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 and the Operating 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 this Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company and the Operating Company (a) that it has power under the constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of the 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 and the Operating Company, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

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

(a) Noneducational Ad Valorem Taxes: all ad valorem taxes that are not required to be used for educational purposes or for capital improvements for education;

(b) Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 of the 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 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;

(c) Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 of the 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.

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

(a) If no bonds are to be issued, noneducational ad valorem taxes are expected to be approximately \$ 2,961 per year and the maximum period for such abatement shall be valid for a period of 10 years, beginning with the October 1 lien date next proceeding the acquisition date of abated property.

(b) If bonds are issued, noneducational ad valorem taxes are expected to be approximately \$ \_\_\_\_\_ per year and the maximum period for such abatement shall be for a period of \_\_\_\_\_ years, beginning the initial date bonds are issued to finance.

(c) Construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$ 27773 and such abatement shall not extend beyond the date the Project is placed in service.

(d) Mortgage and recording taxes are expected to be approximately \$ \_\_\_\_\_.

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

(a) Amount to be invested in the Project: \$ 955,000;

- (b) Number of individuals to be employed initially at the Project and in each of the succeeding three years:

Initially 7            Year 1 3            Year 2 2            Year 3 0;

- (c) Annual payroll initially at the Project and in each of the succeeding three years:

Initially \$450,000    Year 1 \$75,000    Year 2 \$45,000    Year 3 \$0;

4. The Operating 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 representative successors.

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

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

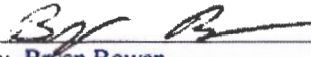
all mortgage and recording taxes fees for the periods specified herein.

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 provisions of the law other than the Act.

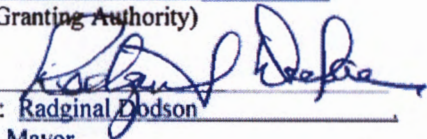
8. Severability. This Agreement may be amended or terminated upon mutual consent of the Company and the Granting Authority. Any such amendment or termination shall not in any manner affect the rights and duties by and between the Company and the Granting Authority.

This Agreement is executed as of the dates specified below.

BBLU, Inc.  
(The Company)

By:   
Name: Bryan Bowen  
Title: Owner  
Date: December 15, 2020

Town of South Vinemont  
(The Granting Authority)

By:   
Name: Radginal Dodson  
Title: Mayor  
Date: December 15, 2020





# ALABAMA DEPARTMENT OF REVENUE Application to Local Granting Authority for Abatement of Taxes

## Noneducational Sales and Use Taxes, Noneducational Property Taxes, and/or Mortgage and Recording Taxes

This form is to be submitted to the local granting authority for their consideration in granting an abatement of all state and local noneducational property taxes, all construction related transaction (sales and use) taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or mortgage and recording fees, in accordance with the provisions of Section 40-9B-1 et seq., Code of Alabama 1975.

1. TYPE OF ABATEMENT APPLYING FOR:  Sales & Use Taxes  Property Taxes  Mortgage & Recording Taxes

2. PROJECT NAICS CODE: 

|   |   |   |   |   |   |
|---|---|---|---|---|---|
| 3 | 2 | 2 | 2 | 1 | 1 |
|---|---|---|---|---|---|

3. TYPE OF PROJECT:  New Project  Major Addition To An Existing Facility

4. DOES MAJOR ADDITION EQUAL THE LESSER OF: (CHECK APPLICABLE BOX)  
 \$2,000,000 OR  30% of original cost of existing property, original cost \$

5. PROJECT APPLICANT: BBLU, Inc. DBA: ProBin Global

6. ADDRESS OF APPLICANT: PO Box 1317

CITY: Cullman STATE: Alabama ZIP CODE: 35056

7. NAME OF CONTACT PERSON: Bryan Bowen TELEPHONE NUMBER: ( 256 ) 962-1252 8. DATE COMPANY ORGANIZED: 12/09/2019

9. PHYSICAL LOCATION OF PROJECT: 152 County Road 1297

CITY (IF OUTSIDE CITY LIMITS, PLEASE INDICATE): Cullman (In city of South Vinemont) COUNTY: Cullman ZIP CODE: 35058

10. BRIEF DESCRIPTION OF PROJECT (PLEASE ATTACH A COMPLETE AND DETAILED LISTING OF PROJECT PROPERTY COSTS TO ENABLE A COST/BENEFIT ANALYSIS BY GRANTING AUTHORITY):  
Retrofitting industrial building to facilitate new industry tenant and machinery purchases

11. ESTIMATED DATE CONSTRUCTION WILL BEGIN: 3/1/2020 12. ESTIMATED DATE CONSTRUCTION WILL BE COMPLETED: 8/15/2022 13. ESTIMATED DATE PROPERTY WILL BE PLACED IN SERVICE: 8/15/2022

14. HAVE BONDS BEEN ISSUED FOR PROJECT:  No  Yes If yes, date bonds issued: 15. WILL BONDS BE ISSUED FOR PROJECT:  No  Yes If yes, projected date of issue:

| 16. ESTIMATED NUMBER OF NEW EMPLOYEES  | 17. ESTIMATED ANNUAL PAYROLL OF NEW EMPLOYEES | Estimated Investment for Project   | 18. COST OR VALUE FOR PROPERTY TAX | 19. COST SUBJECT TO SALES TAX |
|--|---|--|------------------------------------|-------------------------------|
| INITIALLY<br>7   | INITIALLY<br>\$450,000                        | a. Land (if donated, show market value).....   | 18a                                | XXXXXXXXXX                    |
| YEAR 1<br>3  | YEAR 1<br>\$75,000                            | b. Existing Building(s) (if any).....  | 18b                                | XXXXXXXXXX                    |
| YEAR 2<br>2  | YEAR 2<br>\$45,000                            | c. Existing Personal Property (if any).....  | 18c                                | XXXXXXXXXX                    |
| YEAR 3<br>0  | YEAR 3<br>\$0                                 | d. New Building(s) and/or New Additions to Existing Building(s) (19d = building materials only).....   | 18d<br>805,000                     | 19d<br>805,000                |
| This form may be used as the application to the local granting authority required by Section 40-9B-6(a), Code of Alabama 1975. The information requested here is required by Section 40-9B-6 and Section 40-2-11(7), Code of Alabama 1975. |   | e. New Manufacturing Machinery.....  | 18e<br>150,000                     | 19e<br>150,000                |
|  |   | f. Other New Personal Property (non-mfg machinery, office equipment, computers, etc.).....             | 18f                                | 19f                           |
|  |   | g. TOTALS (PROPERTY TAX TOTAL MUST EQUAL TOTAL PROJECT INVESTMENT. SALES TAX TOTAL WILL BE LESS.)..... | 18g<br>\$955,000                   | 19g<br>\$955,000              |

The abatement of noneducational property taxes is based on the market value of specific assets; therefore, the actual amount of taxes abated is determined each year as the property is assessed and valued. An abatement of noneducational sales and use taxes shall apply only to tangible personal property and taxable services incorporated into private use industrial property, the cost of which may be added to capital account with respect to the property, determined without regard to any rule which permits expenditures properly chargeable to capital account to be treated as current expenses. No abatement of sales and use taxes shall extend beyond the date private use industrial property is placed in service. A verification inspection of qualifying property will be conducted by the Alabama Department of Revenue to insure compliance with Section 40-9B-1 et seq., Code of Alabama 1975, as amended.

I hereby affirm that to the best of my knowledge and belief the information in this application and any accompanying statement, schedules, and other information is true, correct and complete.

Bryan Bowen  
 NAME (PRINT)  
  
 SIGNATURE

President  
 TITLE

12/15/2020  
 DATE



ALABAMA DEPARTMENT OF REVENUE  
SALES, USE & BUSINESS TAX DIVISION

ST: EX-A2  
4/01

Application For  
Sales and Use Tax Certificate of Exemption

For an Industrial or Research Enterprise Project

This Certificate of Exemption will be limited to purchases which qualify for an abatement of sales and use taxes pursuant to *Code of Alabama 1975*, Section 40-9B-1, et seq.

|  |                            |   |  |
|--|----------------------------|---|--|
| APPLICANT'S LEGAL NAME                 |                            | FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)             |  |
| BBLU, Inc. DBA ProBin Glodal           |                            | 84-3886981  |  |
| MAILING ADDRESS                        |                            |   |  |
| PO Box 1317                            |                            |   |  |
| CITY, STATE, AND ZIP                   |                            |   |  |
| Cullman, AL 35056                      |                            |   |  |
| ADDRESS OF THE PROJECT SITE            |                            |   |  |
| 152 County Road 1297 Cullman, AL 35058 |                            |   |  |
| CONTACT PERSON                         |                            | IF CONTRACTOR APPLICATION, NAME OF PRIVATE USER           |  |
| Bryan Bowen                            |                            |   |  |
| BUSINESS PHONE NUMBER                  | DATE ABATEMENT WAS GRANTED | ESTIMATED PROJECT COMPLETION DATE PER ABATEMENT AGREEMENT |  |
| ( 256 ) 962-1252                       | 02/27/2020                 | 08/15/2022  |  |

A **prime contractor** must attach written confirmation from the private user that it will be making purchases of tangible personal property to be incorporated into the project referenced above. A **contractor or subcontractor** must attach written confirmation from the private user or the prime contractor that it will be making purchases of tangible personal property to be incorporated into the project referenced above.

The undersigned hereby makes application for a certificate of exemption (Form STE-2) in accordance with the provisions of Sales and Use Tax Rule 810-6-4-.24 and further agrees to abide by the procedures outlined in Sales and Use Tax Rule 810-6-4-.24.01.

Name Bryan Bowen  
(PLEASE PRINT)

Signature 

Title President

Date 12/15/2020

Mail to:

Alabama Department of Revenue  
Attn: Abatement Program Administrator  
P. O. Box 327001  
Montgomery, AL 36132-7001  
(334) 242-1175



**BBLU Inc. Ammendment  
Abatement & Educational Tax Revenue Estimate  
December 15, 2020**

|  | <b>Investment</b> |
|--|-------------------|
| Land&Building  | \$805,000         |
| Equipment & Machinery  | \$150,000         |
| <b>Total Project</b>   | <b>\$955,000</b>  |
| <b>Sales Tax on Construction Materials</b>   |                   |
| Total Plant Building Cost  | \$805,000         |
| Estimated Ratio of Cost of Materials   | 0.5               |
| Cost of Materials  | \$402,500         |
| Education Sales Tax Rate = 2.1%  | 0.021             |
| <b>Total Construction Sales Education Tax Revenues</b>                                     | <b>\$8,453</b>    |
| Percentage of Sales Tax Abated = 6.9%  | 0.069             |
| <b>Total Abated Sales Tax</b>  | <b>\$27,773</b>   |
| <b>Use Tax On Equipment</b>  |                   |
| Total Equipment  | \$150,000         |
| Education Use Tax Rate = 1.3672%   | 0.013672          |
| <b>Total Sales Education Tax Revenues, Equipment</b>                                       | <b>\$2,051</b>    |
| Percentage of Use Tax Abated = 2.13%   | 0.02133           |
| <b>Total Abated Use Tax</b>  | <b>\$3,200</b>    |
| <b>Ad Valorem Education Tax Revenues</b>   |                   |
| Value of Project   | \$955,000         |
| Current Ratio of Assessed to Market Value  | 0.2               |
| Tax Rate On Proposed Site  | \$191,000         |
| Education Millage Rate for the City of Cullman = 13 unabateable                            | 0.013             |
| <b>Annual Ad Valorem Education Tax Revenues</b>  | <b>\$2,483</b>    |
| Ten Year Period  | 10                |
| <b>Total Ad Valorem Education Tax Revenues</b>   | <b>\$24,830</b>   |
| Abated Millage Rate = 15.5 Mills Abated  | 0.0155            |
| <b>Annual Abated Ad Valorem Taxes</b>  | <b>\$2,961</b>    |
| <b>Total Ad Valorem Abated Tax Revenues</b>  | <b>\$29,605</b>   |
| <b>Totals</b>  |                   |
| Sales/Use Tax, Construction Materials  | \$8,453           |
| Sales/Use Tax, Equipment   | \$2,051           |
| Ad Valorem Taxes   | \$24,830          |
| <b>Total Education Tax Revenues Over 10 Years</b>  | <b>\$35,333</b>   |
| <b>Total Abated Sales Tax</b>  | <b>\$27,773</b>   |
| <b>Total Abated Use Tax</b>  | <b>\$3,200</b>    |
| <b>Total Ad Valorem Abated Tax Revenues</b>  | <b>\$29,605</b>   |
| <b>Total Taxes Abated over 10 Year Period</b>  | <b>\$60,577</b>   |
| 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. |                   |

CULLMAN COUNTY  
COMMISSION

PROCLAMATION

**April Fair Housing Month**

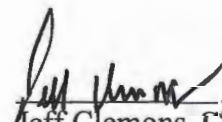
**WHEREAS**, April 13, 2021 marks the 53rd Anniversary of the passage of the United States Fair Housing Law, Title VIII of the Civil Rights Act of 1968, which enunciated a National Policy of fair housing without regard to race, color, religion, sex, and national origin; and

**WHEREAS**, the effective implementation of the National Policy depends on affirmative action at all levels of Government;

**NOW, THEREFORE**, Cullman County, does hereby proclaim the month of April 2021, as Fair Housing Month in recognition of the importance of fair housing to our way of life, and I urge our citizens to obey the letter and the spirit of the Fair Housing Law as an expression of the individual rights guaranteed by the United States Constitution.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of Cullman County affixed this the **20th** day of **April 2021**.



  
\_\_\_\_\_  
Jeff Clemons, Chairman



RESOLUTION NUMBER 2021-15

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

That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for the:

**Widening and resurfacing on CR-1301 from SR-3 (US-31) to CR1435; HRRR-2221( ); County Project No. CCP 22-11-20; CPMS Ref# 100072711.**

Which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman for and on its behalf and that it be attested by the County Clerk and the official seal of the County be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the County.

I, the undersigned qualified and acting Clerk of Cullman County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County named therein, at a regular meeting of such Commission held on the 20<sup>th</sup> day of April, 2021, and that such resolution is on file in the County Clerk's Office.

ATTESTED:

[Signature]  
County Clerk

[Signature]  
Chairman

20<sup>th</sup> day of April, 2021, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this 20<sup>th</sup> day of April, 2021.

[Signature]  
County Clerk

(AFFIX SEAL)

EXHIBIT A

**PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM**

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

**TERMINATION OR ABANDONMENT**

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the COUNTY upon an equitable basis. The value of the work performed by the COUNTY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
  1. The ratio of the amount of work performed by the COUNTY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
  2. The amount of the expense to which the COUNTY is put in performing the work to be terminated in proportion to the amount of expense to which the COUNTY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the COUNTY prior to the termination, no consideration will be given to profit, which the COUNTY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the COUNTY, the value of the work performed by the COUNTY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

**CONTROVERSY**

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

**CONTRACT BINDING ON SUCCESSORS AND ASSIGNS**

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by COUNTY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

Page 1

**EQUAL RIGHTS PROVISIONS**

During the performance of this contract, the COUNTY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The COUNTY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;



EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The COUNTY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The COUNTY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the COUNTY of the COUNTY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The COUNTY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

Page 3

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the COUNTY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the COUNTY under contract until the COUNTY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The COUNTY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The COUNTY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a COUNTY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the COUNTY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the COUNTY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

EXHIBIT H  
Page 4

The COUNTY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not 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. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the COUNTY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**COST PRINCIPLES**

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The COUNTY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The COUNTY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

**EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS**

- a. The COUNTY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.



EXHIBIT H

Page 5

- b. The COUNTY, in accordance with the status of COUNTY as an independent contractor, covenants and agrees that the conduct of COUNTY will be consistent with such status, that COUNTY will neither hold COUNTY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that COUNTY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of COUNTY.

COUNTY'S CERTIFICATIONS

The COUNTY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the COUNTY. The COUNTY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the COUNTY at the time of execution of the AGREEMENT. The COUNTY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The COUNTY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The COUNTY agrees that a meal allowance shall be limited to COUNTY employees while in travel status only and only when used in lieu of a per diem rate.

The COUNTY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The COUNTY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

**FUNDS SHALL NOT BE CONSTITUTED AS A DEBT**

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

**TERMINATION DUE TO INSUFFICIENT FUNDS**

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

**NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS**

The STATE and COUNTY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, COUNTY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The COUNTY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.



**STATE OF ALABAMA  
DEPARTMENT OF TRANSPORTATION  
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL  
ACCESS FUNDED COUNTY AND CITY PROJECTS**

**No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.**

**A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.**

**The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.**

**Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.**

**In the case where a County/City is using an in-place annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.**

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

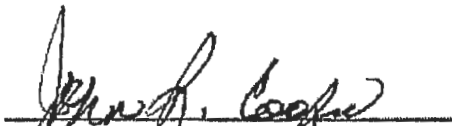
RECOMMENDED FOR APPROVAL:

  
BUREAU CHIEF/REGION ENGINEER

APPROVAL:

  
CHIEF ENGINEER

APPROVAL:

  
TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

## RESOLUTION:2021-16

This Resolution is made this **20<sup>th</sup>** day of **April, 2021** (the Effective Date)  
by **Cullman County Commission, Alabama** (the Granting Authority), to grant a tax abatement  
for **Project Triple J.** (the Company).

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

**XX** new project or major addition to their existing facility (the Project),

located within the jurisdiction of the Granting Authority; and

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

**X** all state and local noneducational ad valorem taxes,

**X** all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

all mortgage and recording taxes; and

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

WHEREAS, the Granting Authority has considered the amended request of the Company and the completed amended 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 amended 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 **\$530,000.00** ; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform 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 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 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

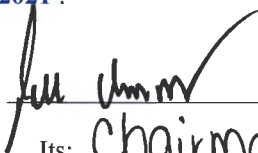
as the same may apply to the fullest extent permitted by the Act. The period of abatement for the noneducational ad valorem taxes (if applicable) shall extend for a period of **10** years measured as provided in Section 40-9B-3(h) of the Act.

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 **Cullman County, Alabama** of Alabama at a meeting held on the **20<sup>th</sup>** day of **April, 2021** .

BY:  L. S.  
Its: Chairman

ATTEST:



**Project Triple J**  
**Abatement & Educational Tax Revenue Estimate**  
**April 20, 2021**

|  | <b>Investment</b> |
|--|-------------------|
| Land&Building  | \$400,000         |
| Equipment & Machinery  | \$130,000         |
| <b>Total Project</b>   | <b>\$530,000</b>  |
| <b>Sales Tax on Construction Materials</b>                       |                   |
| Total Plant Building Cost  | \$400,000         |
| Estimated Ratio of Cost of Materials                             | 0.5               |
| Cost of Materials  | \$200,000         |
| Education Sales Tax Rate = 1.6%                                  | 0.016             |
| <b>Total Construction Sales Education Tax Revenues</b>           | <b>\$3,200</b>    |
| Percentage of Sales Tax Abated = 6.9%                            | 0.069             |
| <b>Total Abated Sales Tax</b>                                    | <b>\$13,800</b>   |
| <b>Use Tax On Equipment</b>                                      |                   |
| Total Equipment  | \$130,000         |
| Education Use Tax Rate = .8672%                                  | 0.008672          |
| <b>Total Sales Education Tax Revenues, Equipment</b>             | <b>\$1,127</b>    |
| Percentage of Use Tax Abated = 2.13%                             | 0.02133           |
| <b>Total Abated Use Tax</b>                                      | <b>\$2,773</b>    |
| <b>Ad Valorem Education Tax Revenues</b>                         |                   |
| Value of Project   | \$530,000         |
| Current Ratio of Assessed to Market Value                        | 0.2               |
| Tax Rate On Proposed Site  | \$106,000         |
| Education 'Millage Rate for the City of Cullman = 13 unabateable | 0.013             |
| <b>Annual Ad Valorem Education Tax Revenues</b>                  | <b>\$1,378</b>    |
| Ten Year Period  | 10                |
| <b>Total Ad Valorem Education Tax Revenues</b>                   | <b>\$13,780</b>   |
| Abated Millage Rate = 13 Mills Abated                            | 0.013             |
| <b>Annual Abated Ad Valorem Taxes</b>                            | <b>\$1,378</b>    |
| <b>Total Ad Valorem Abated Tax Revenues</b>                      | <b>\$13,780</b>   |
| <b>Totals</b>  |                   |
| <b>Sales/Use Tax, Construction Materials</b>                     | <b>\$3,200</b>    |
| <b>Sales/Use Tax, Equipment</b>                                  | <b>\$1,127</b>    |
| <b>Ad Valorem Taxes</b>  | <b>\$13,780</b>   |
| <b>Total Education Tax Revenues Over 10 Years</b>                | <b>\$18,107</b>   |
| <b>Total Abated Sales Tax</b>                                    | <b>\$13,800</b>   |
| <b>Total Abated Use Tax</b>                                      | <b>\$2,773</b>    |
| <b>Total Ad Valorem Abated Tax Revenues</b>                      | <b>\$13,780</b>   |
| <b>Total Taxes Abated over 10 Year Period</b>                    | <b>\$30,353</b>   |

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.

**RESOLUTION:2021-17**

This Resolution is made this **20<sup>th</sup>** day of **April, 2021** (the Effective Date)

by **Cullman County Commission, Alabama** (the Granting Authority), to grant a tax abatement for **Project Sport** (the Company).

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

**XX** new project or major addition to their existing facility (the Project),

located within the jurisdiction of the Granting Authority; and

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

**X** all state and local noneducational ad valorem taxes,

**X** all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

all mortgage and recording taxes; and

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

WHEREAS, the Granting Authority has considered the amended request of the Company and the completed amended 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 amended 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 **\$2,230,000.00** ; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform 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 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 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.

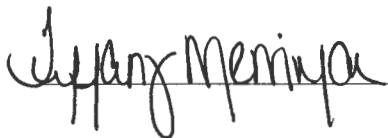
Section 4. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

I hereby certify that the foregoing was duly adopted by the **Cullman County, Alabama** of Alabama at a meeting held on the 20<sup>th</sup> day of **April, 2021**.

BY:  L. S.

Its: Chairman

ATTEST:



**Project Sport  
Abatement & Educational Tax Revenue Estimate  
April 20, 2021**

|  | <b>Investment</b>  |
|--|--------------------|
| Land&Building  | \$2,000,000        |
| Equipment & Machinery  | \$230,000          |
| <b>Total Project</b>   | <b>\$2,230,000</b> |
| <b>Sales Tax on Construction Materials</b>                       |                    |
| Total Plant Building Cost  | \$2,000,000        |
| Estimated Ratio of Cost of Materials                             | 0.5                |
| Cost of Materials  | \$1,000,000        |
| Education Sales Tax Rate = 1.6%                                  | 0.016              |
| <b>Total Construction Sales Education Tax Revenues</b>           | <b>\$16,000</b>    |
| Percentage of Sales Tax Abated = 6.9%                            | 0.069              |
| <b>Total Abated Sales Tax</b>                                    | <b>\$69,000</b>    |
| <b>Use Tax On Equipment</b>                                      |                    |
| Total Equipment  | \$230,000          |
| Education Use Tax Rate = .8672%                                  | 0.008672           |
| <b>Total Sales Education Tax Revenues, Equipment</b>             | <b>\$1,995</b>     |
| Percentage of Use Tax Abated = 2.13%                             | 0.02133            |
| <b>Total Abated Use Tax</b>                                      | <b>\$4,906</b>     |
| <b>Ad Valorem Education Tax Revenues</b>                         |                    |
| Value of Project   | \$2,230,000        |
| Current Ratio of Assessed to Market Value                        | 0.2                |
| Tax Rate On Proposed Site  | \$446,000          |
| Education 'Millage Rate for the City of Cullman = 13 unabateable | 0.013              |
| <b>Annual Ad Valorem Education Tax Revenues</b>                  | <b>\$5,798</b>     |
| Ten Year Period  | 10                 |
| <b>Total Ad Valorem Education Tax Revenues</b>                   | <b>\$57,980</b>    |
| Abated Millage Rate = 13 Mills Abated                            | 0.013              |
| <b>Annual Abated Ad Valorem Taxes</b>                            | <b>\$5,798</b>     |
| <b>Total Ad Valorem Abated Tax Revenues</b>                      | <b>\$57,980</b>    |
| <b>Totals</b>  |                    |
| <b>Sales/Use Tax, Construction Materials</b>                     | <b>\$16,000</b>    |
| <b>Sales/Use Tax, Equipment</b>                                  | <b>\$1,995</b>     |
| <b>Ad Valorem Taxes</b>  | <b>\$57,980</b>    |
| <b>Total Education Tax Revenues Over 10 Years</b>                | <b>\$75,975</b>    |
| <b>Total Abated Sales Tax</b>                                    | <b>\$69,000</b>    |
| <b>Total Abated Use Tax</b>                                      | <b>\$4,906</b>     |
| <b>Total Ad Valorem Abated Tax Revenues</b>                      | <b>\$57,980</b>    |
| <b>Total Taxes Abated over 10 Year Period</b>                    | <b>\$131,886</b>   |

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.



## AMERICAN SIGNAL CORPORATION

8600 W. Bradley Road, Milwaukee, WI 53224

### Quote for: Cullman County

Cullman, AL 35055

#### Quote # 210402-LA

Sales Person: Leysa Adams

Cell. 414-491-6264

Date: 04/1/2021

Quote valid: April 30<sup>th</sup> 2021

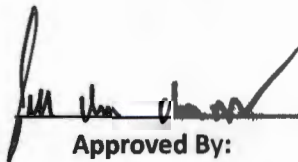
Contract Terms: 3 Years

| Annual Service |   |   |
|----------------|---|---|
| Qty            | Product   | Price (USD)   |
| 1              | <b>ASC Alert System Account</b> <ul style="list-style-type: none"> <li>Unlimited Administrators</li> <li>Unlimited Group &amp; Subgroups</li> <li>Unlimited Voice, SMS (SMPP) Text, Email, Paging, Facebook, Twitter and Desktop Alerts for Emergency Notification</li> <li>Unlimited "Keyword" functionality</li> <li>Automated NOAA "Weather Alerts"</li> <li>GIS Mapping (Google/Esri) w/shapefile import &amp; storage</li> <li>IPAWS (EAS, WEA,NWEM, etc.)</li> </ul>  | <i>(discounted)</i><br>\$7,993/Year 1<br>\$8,900/Year 2<br>\$8,900/Year 3 |
| 1              | <b>ASC Alert Voice Module for PUBLIC Notification</b> <ul style="list-style-type: none"> <li>Text to Speech Converter</li> <li>Integrated Voice Recorder &amp; Upload</li> <li>Voice Delivery Receipts</li> <li>Real-time reporting</li> <li>Custom caller ID per account</li> <li>Optional automated response module (user response)</li> <li>Sample Voice Message option</li> <li>Introduction feature w/custom on-the-fly creation</li> <li>TDD/TTY Compliant</li> </ul> | included  |
| 1              | <b>ASC Alert Shift Manager</b> <ul style="list-style-type: none"> <li>Position Tabulation</li> <li>Response Generation &amp; Reporting</li> </ul>   | included  |
| 1              | <b>ASC Alert Geographical Information System (GIS)</b> <ul style="list-style-type: none"> <li>Polygonal/Radius Selector Tool</li> <li>Auto-Shape Inventory Recorder</li> <li>NOAA Coordinate Analyzer</li> <li>Automatic User geo-coding (long/lat convertor)</li> </ul>  | included  |



| <b>Setup &amp; Deployment</b> |   |                    |
|-------------------------------|---|--------------------|
| <b>Qty</b>                    | <b>Product</b>  | <b>Price (USD)</b> |
| 1                             | Kick Off Call <ul style="list-style-type: none"> <li>• Introduction to account managers assigned to your account</li> <li>• Discuss set up of system and system usage</li> </ul>  | included           |
| 1                             | Setup of ASC Alert <ul style="list-style-type: none"> <li>• Each account is customized to clients' needs</li> </ul>   | included           |
| 1                             | Entry Point setup <ul style="list-style-type: none"> <li>• Entry point is hosted by American Signal Corp.</li> <li>• Each entry point built to customer specifications</li> </ul> | included           |
| 1                             | Testing of client system and client entry points<br>Testing procedure followed for every system and entry point   | included           |
| 1                             | Training <ul style="list-style-type: none"> <li>• Unlimited WebEx training sessions</li> </ul>  | included           |
| 1                             | System marketing <ul style="list-style-type: none"> <li>• Press releases, marketing examples will be provided by Account Manager</li> </ul>                                       | included           |
| 1                             | 24 hour Customer Support <ul style="list-style-type: none"> <li>• 24 hour email and phone support</li> </ul>  | included           |

1. Domestic Calls only. Please contact sales rep for International pricing.
2. All delivery Receipts are conditional on carrier availability.
3. Users must have opt-out option per MMA Compliance.
4. ASC Alert Platform is CTIA compliant.



Approved By:

4/20/21

To accept this quote, please sign &amp; date:

Jeff "Clem" Clemmons Chairman

Print Name

Title



# AMERICAN SIGNAL CORPORATION

# Invoice

AMERICAN SIGNAL CORPORATION  
8600 W. Bradley Rd.  
Milwaukee, WI 53224  
(414) 358-8000

Invoice Number: 0010807-IN  
Invoice Date: 5/12/2021  
Page: 1

**Sold To:**

CULLMAN COUNTY, AL  
500 2ND AVE SW  
CULLMAN, AL 35055  
Confirm To: PHYLLIS LITTLE

**Ship To:**

CULLMAN COUNTY, AL  
500 2ND AVE SW  
CULLMAN, AL 35055

|                               |                               |                                  |
|-------------------------------|-------------------------------|----------------------------------|
| <b>Order Number:</b> 0022230  | <b>Taxable:</b> N             | <b>Customer PO:</b> SIGNED QUOTE |
| <b>Order Date:</b> 4/20/2021  | <b>Terms:</b> NET 30          | <b>Ship Via:</b>                 |
| <b>Account Cd:</b> 03-0001190 | <b>Shipper No:</b> 0010807-IN | <b>FOB:</b>                      |
| <b>Salesperson:</b> 0087      | <b>Ship Date:</b> 5/12/2021   | <b>Job Number:</b>               |

| Line | Shipped | Back Ordered | Part Number / Description  | Price    | Unit | Amount   |
|------|---------|--------------|--|----------|------|----------|
| 1    | 0       |              | 1 EQUIPMENT<br>MISC EQUIPMENT  | 0.00     | EA   | 0.00     |
| 2    | 1       |              | 0 WENS<br>WENS CALL OUT SYSTEM, WILL ACTIVATE 600 DESK TC<br>PC'S, 1200 TEST MESSAGES, 1200 HAND HELD RADIOS<br>WITH PRERECORDED MESSAGES.<br>YEAR 1 4/25/21 - 4/24/22 | 7,993.00 | EA   | 7,993.00 |
| 3    | 0       |              | 1 WENS<br>WENS CALL OUT SYSTEM, WILL ACTIVATE 600 DESK TC<br>PC'S, 1200 TEST MESSAGES, 1200 HAND HELD RADIOS<br>WITH PRERECORDED MESSAGES.<br>YEAR 2 4/25/22 - 4/24/23 | 8,900.00 | EA   | 0.00     |
| 4    | 0       |              | 1 WENS<br>WENS CALL OUT SYSTEM, WILL ACTIVATE 600 DESK TC<br>PC'S, 1200 TEST MESSAGES, 1200 HAND HELD RADIOS<br>WITH PRERECORDED MESSAGES.<br>YEAR 3 4/25/23 - 4/24/24 | 8,900.00 | EA   | 0.00     |

American Signal thanks you for your order.  
Phone: (414) 358-8000  
Fax: (414) 358-8000

|                       |                 |
|-----------------------|-----------------|
| Net Invoice:          | 7,993.00        |
| Less Discount:        | 0.00            |
| Freight:              | 0.00            |
| Sales Tax:            | 0.00            |
| <b>Invoice Total:</b> | <b>7,993.00</b> |



# Invoice

Invoice Number: 0010807-IN  
 Invoice Date: 5/12/2021  
 Page: 1

AMERICAN SIGNAL CORPORATION  
 8600 W. Bradley Rd.  
 Milwaukee, WI 53224  
 (414) 358-8000

**Sold To:**  
 CULLMAN COUNTY, AL  
 500 2ND AVE SW  
 CULLMAN, AL 35055  
**Confirm To:** PHYLLIS LITTLE

**Ship To:**  
 CULLMAN COUNTY, AL  
 500 2ND AVE SW  
 CULLMAN, AL 35055

|                               |                               |                                  |
|-------------------------------|-------------------------------|----------------------------------|
| <b>Order Number:</b> 0022230  | <b>Taxable:</b> N             | <b>Customer PO:</b> SIGNED QUOTE |
| <b>Order Date:</b> 4/20/2021  | <b>Terms:</b> NET 30          | <b>Ship Via:</b>                 |
| <b>Account Cd:</b> 03-0001190 | <b>Shipper No:</b> 0010807-IN | <b>FOB:</b>                      |
| <b>Salesperson:</b> 0087      | <b>Ship Date:</b> 5/12/2021   | <b>Job Number:</b>               |

| Line | Shipped | Back Ordered | Part Number / Description  | Price    | Unit | Amount   |
|------|---------|--------------|--|----------|------|----------|
| 1    | 0       | 1            | EQUIPMENT<br>MISC EQUIPMENT  | 0.00     | EA   | 0.00     |
| 2    | 1       | 0            | WENS<br>WENS CALL OUT SYSTEM, WILL ACTIVATE 600 DESK TC<br>PC'S, 1200 TEST MESSAGES, 1200 HAND HELD RADIOS<br>WITH PRERECORDED MESSAGES.<br>YEAR 1 4/25/21 - 4/24/22 | 7,993.00 | EA   | 7,993.00 |
| 3    | 0       | 1            | WENS<br>WENS CALL OUT SYSTEM, WILL ACTIVATE 600 DESK TC<br>PC'S, 1200 TEST MESSAGES, 1200 HAND HELD RADIOS<br>WITH PRERECORDED MESSAGES.<br>YEAR 2 4/25/22 - 4/24/23 | 8,900.00 | EA   | 0.00     |
| 4    | 0       | 1            | WENS<br>WENS CALL OUT SYSTEM, WILL ACTIVATE 600 DESK TC<br>PC'S, 1200 TEST MESSAGES, 1200 HAND HELD RADIOS<br>WITH PRERECORDED MESSAGES.<br>YEAR 3 4/25/23 - 4/24/24 | 8,900.00 | EA   | 0.00     |

American Signal thanks you for your order.  
 Phone: (414) 358-8000  
 Fax: (414) 358-8008

|                       |                 |
|-----------------------|-----------------|
| Net Invoice:          | 7,993.00        |
| Less Discount:        | 0.00            |
| Freight:              | 0.00            |
| Sales Tax:            | 0.00            |
| <b>Invoice Total:</b> | <b>7,993.00</b> |



# ASC ALERT

## SERVICE AGREEMENT

This ASC ALERT Service Agreement (this "Agreement") is entered into, by and between American Signal Corporation, located at 8600 West Bradley Road, Milwaukee, WI 53224 and Cullman County located at 500 2<sup>nd</sup> Ave SW, Cullman AL 35055 effective as of the 25<sup>th</sup> day of April, 2021.

### 1. Scope of Services

**1.1 Services.** In consideration for the payment of fees by Customer provided for herein, during the Term, American Signal Corporation agrees to provide to Customer the following services (collectively, the "Services"):

- a) Setup of a ASC ALERT Account whereas American Signal Corporation will use the Master Administration to plug in Customer specific account parameters;
- b) Pre-population of "Canned" Meta data which the Customer can elect to use for testing purposes or continue to use well into official product launch;
- c) Use of ASC ALERT Account; and
- d) Provide the Customer training for internal personnel on the ASC ALERT Platform and how to best utilize its functionality.

**1.2 Updates.** From time to time American Signal Corporation may deploy in its discretion updates, fixes or solutions to problems or bugs in the Platform ("Updates"). American Signal Corporation shall incorporate and provide the Updates at no additional charge to Customer when and if available.

**1.3 Restrictions.** Customer shall not (i) assign, transfer, modify, create any derivative work of or private label the Platform, or reverse assemble, decompile, reverse engineer or attempt to derive source code or the underlying ideas, algorithms, structure or organization of the Platform, (ii) alter or copy, or permit a third party to alter or copy, any part of the Platform; (iii) use the Platform to provide service bureau, time sharing, access through a public computer bulletin board or "shareware" distribution process, or other similar services to third parties; or (iv) sublicense, distribute, sell, assign, transfer, lease, rent, disclose, or provide access to the Platform to any third party. In no event shall Customer use or access the Platform except as permitted hereunder.

**1.4 Ownership.** American Signal Corporation is and shall remain, the licensee or the owner of the Platform and any related documentation and all related intellectual property including without limitation, all

copyright, trade secret, patent, trademarks and other intellectual property rights therein and including any derivative works made during the Term or thereafter ("American Signal Corporation Property"). No property or ownership right or interest in the American Signal Corporation Property or any part thereof is granted to Customer by this Agreement, the rights granted hereunder to Customer being solely contractual in nature. Customer hereby assigns to American Signal Corporation all of its right, title and interest in any such American Signal Corporation Property. Any and all meta-data contained within the Platform such as

(i) individuals' personal information, (ii) private contact information; (iii) system activity or (iv) system inventory is the property of the Customer and is subject to the Freedom of Information Act of 1996 in the event the Customer is a public entity.

### 2. Account

**2.1 Approval of Account.** American Signal Corporation grants to Customer a worldwide right and license during the Term to send the Content via the Platform to Subscribers on the terms and conditions described herein. Customer will be responsible for ensuring that all Programs and the Content of such Account meet the requirements of this Agreement and any additional Account requirements that American Signal Corporation may reasonably establish from time to time.

### 2.2 Customer Responsibilities.

(a) **Approvals.** Customer shall be responsible for the procurement of any and all licenses, approvals, qualifications, permits or certificates where required in connection with the Account.

(b) **Directions.** Customer shall promptly provide American Signal Corporation with such guidelines, provisions or other information (collectively, "Directions") as may reasonably be required by American Signal Corporation from Customer in order to perform the Services. American Signal Corporation may rely on any directions provided to it by Customer and shall incur no liability as a result thereof. American Signal Corporation shall not be required to follow any Directions not made or confirmed in writing.



**2.3 Trademarks.** Customer hereby grants to American Signal Corporation a non-exclusive, non-transferable, royalty-free license to use, reproduce, distribute and display the trademarks, service marks and logos of Customer (the "Customer Trademarks") during the Term and solely in connection with the performance of the Services under this Agreement. American Signal Corporation agrees that all uses of the Customer Trademarks, including the goodwill and reputation associated therewith, will inure to the benefit of Customer.

### 3. Fees.

**3.1 Fees.** In consideration for the performance of the Services, Customer shall pay American Signal Corporation the following fees (collectively, the "Fees"):

(a) **Account Set-up Fees:** For each Account, in consideration for the set-up services provided by American Signal Corporation for each Account, Customer shall pay American Signal Corporation the fee set forth under the heading "Account Set-up Fee" on Schedule A attached hereto.

(b) **Annual Account Maintenance Fees** For each account, in consideration for the maintenance of Account(s) and management of the account, for each year during the Account Term, Customer shall pay American Signal Corporation the fee set forth under the heading "Annual Account Maintenance Fee" on Schedule A attached hereto for each account. The Annual Account Maintenance Fee for each year shall be invoiced on an Annual basis and payable on the first day of such year during the Account Term with payment due prior to the start date of the Account or the renewal date.

### 4. Term

**4.1 Term.** The term of this Agreement commences on the Contract Term Date and continues for Three (3) Years thereafter (together with any renewal term, the "Term") as specified in Schedule A. The agreement will automatically renew for each additional year thereafter unless written termination notice is provided from Customer at least 45 days prior to the end of the current year. In the event terms in which American Signal Corporation is engaged with its vendors to provide service to the Customer changes, an addendum will be created and must require a signature to continue the term of this agreement. In the event either party does not agree with the addendum, this agreement will immediately be terminated.

**4.2 Termination.** In addition to and as otherwise stated herein, this Agreement may be terminated immediately by either Party upon written notice to the other Party if: (i) the other Party files a petition in bankruptcy or otherwise becomes subject to bankruptcy proceedings, or makes an assignment for the

benefit of its creditors; or (ii) the other Party materially breaches its obligations under this Agreement and fails to cure the breach within thirty (30) days after receiving written notice of such breach.

**4.3 Effect of Termination.** Except for data that is required to be retained by Recipient to comply with applicable laws or governmental regulations, upon any termination or expiration of this Agreement for any reason, each Party shall promptly return the other Party's Confidential Information or to the extent permitted by law destroy it as directed by the owner of the Confidential Information and certify its destruction in writing within ten (10) days. Any Sections that by their nature refer to obligations of a Party applicable beyond the Term, shall survive the expiration or termination of this Agreement. Upon the termination or expiration of this Agreement, the Parties hereto agree that each Party shall immediately cease the utilization of any trademarks of the other.

### 5. Confidentiality

**5.1 Confidential Information** Each party ("Recipient") acknowledges that in the course of American Signal Corporation performing the Services each party may have access to certain Confidential Information of the Disclosing Party.

**5.2 Duties.** Recipient shall maintain the Confidential Information as confidential, and will not use it in any way, for itself or for any third party, except as required to achieve the purposes of this Agreement, nor disclose to any third party (except to Recipient's employees, consultants, contractors, attorneys, accountants and other advisors (collectively, "Representatives") who have a need to know such Confidential Information for purposes of Recipient's performance of its obligations under this Agreement and who have been informed of and are obligated to comply with the confidential nature of such information and of the terms of this Agreement). Recipient shall be responsible for any breach of this Agreement by any of its Representatives, and agrees, at its sole expense, to take reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure or use of any of Disclosing Party's Confidential Information and to the extent permitted by law will take reasonable precautions to protect the confidentiality of such information, at least as stringent as it takes to protect its own Confidential Information, but in no case less than reasonable care.

**5.3 Exceptions.** The obligations of the Recipient specified in this Section shall not apply to the extent any Confidential Information (i) is known to Recipient prior to receipt from Disclosing Party other than as a result of Recipient's breach of any legal



obligation; (ii) becomes known (independently of disclosure by Disclosing Party) to Recipient directly or indirectly from a source having the legal right to disclose such Confidential Information; (iii) is or becomes publicly known, except through a breach of this Agreement by Recipient; or (iv) is required to be disclosed by Recipient to comply with applicable laws or governmental regulations, provided that Recipient gives Disclosing Party reasonable prior written notice of such disclosure sufficient to permit Disclosing Party to contest such disclosure.

#### 5.4 Ownership of Confidential Information.

The Disclosing Party is and shall remain the exclusive owner of Confidential Information and all intellectual property rights therein. No license or conveyance of any such rights to the Recipient is granted or implied under this Agreement.

### 6. Liability/Warranty

#### 6.1 Limitation of Liability.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY OR ITS RESPECTIVE AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE TYPE OF CLAIM AND EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF DATA, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS.

#### 6.2 Warranty.

(a) Mutual Warranty. Each party hereby represents and warrants that it (i) has the full power, ownership interests and the right to enter into this Agreement and to grant the rights and licenses contemplated by this Agreement, without the need for any consents, approvals or immunities not yet granted and without any conflict with, breach of or default under its articles of incorporation, bylaws or other charter documents or any contract by which it is bound and (ii) has all required licenses, consents, approvals and permits from any person necessary to perform its obligations under this Agreement.

#### (b) American Signal Corporation Warranty.

American Signal Corporation hereby represents and warrants that it shall perform all Services it shall perform all Services in a good and workmanlike manner. The foregoing shall not

be construed as a warranty that the Platform of Services will function without error.

### 7. Carrier Restrictions/Requirements

7.1 General Carrier Restrictions Customer acknowledges and agrees that (i) one or more Carriers may obligate American Signal Corporation to require certain commitments and representations from third parties such as the Customer seeking to use such Carriers' services and equipment (ii) American Signal Corporation may be required to deliver and obtain agreement to terms of use of the Carriers' services and/or one or more Carriers' services or equipment from Subscribers, and/or (iii) certain Carriers may place limitations on the type, length, maximum rate of message flow, or other characteristics of Messages that such Carriers will agree to handle at a given time. American Signal Corporation will provide written notice to Customer of any Carrier terms (including updates thereof from time to time if required by Carriers) that American Signal Corporation is obligated to require Customer to acknowledge and comply with. Customer will promptly notify American Signal Corporation if Customer determines that Customer is unwilling to comply or cannot comply with such Carrier's then-current requirements. Customer acknowledges that such noncompliance may result in American Signal Corporation suspension of its performance of the Services under this Agreement with respect to one or more Carriers or Content. In the event that charges are instituted by the Carrier that are not reasonably acceptable to Customer, Customer may terminate this Agreement by notice to American Signal Corporation.

7.2 Message Blocking. Customer acknowledges that Carriers reserve the right to investigate any Subscriber complaints alleging a violation by American Signal Corporation or its content providers (such as the Customer) of a Carrier agreement or violation of requirements imposed by Carriers on American Signal Corporation and/or its content providers. Customer acknowledges that if a Carrier reasonably believes that American Signal Corporation has violated such requirements, Carrier may refuse to transmit Messages and may suspend or remove American Signal Corporation' access to the Carrier network. If Carriers notify American Signal Corporation of any alleged violation, and American Signal Corporation does not promptly remedy such violation (for example, by denying access to a Subscriber sending inappropriate messages to other Subscribers), the applicable Carrier may also terminate its agreement concerning access of the with respect to such Carriers network. Customer further acknowledges that if a Carrier receives a complaint from a customer or a governmental or law enforcement agency ("Outside Complaint") claiming that any Messages are unlawful, obscene, racially or ethnically offensive or depict sexually explicit materials or infringe on the intellectual



property rights of others, the Carrier may notify American Signal Corporation in writing of such Outside Complaint and, in addition, may suspend such Carrier's connection with American Signal Corporation until such a time as the complaint has been remedied or otherwise resolved. American Signal Corporation has agreed to remedy any such complaints as promptly as is commercially reasonable. Customer acknowledges that such remedies may include without limitation removing the recipient of mobile-terminated messages from various participant lists or blocking certain access to the Service. Customer acknowledges that the obligation described in this Section may prevent American Signal Corporation from performing under this Agreement with respect to such Carriers.

**7.3 Damage to Carrier Property.** Customer will not use or assist others to use Carrier communications services (or any equipment or network connections used with such services) in any way that damages Carrier property or interferes with or disrupts a Carrier network or subscribers.

**7.4 Privacy.** Customer acknowledges that Carriers cannot guarantee the privacy of Messages, and accordingly Customer agrees that neither American Signal Corporation nor the Carriers will be liable to Customer or any other party for lack of privacy or security experienced when using American Signal Corporation Service. Customer also acknowledges that to the extent permitted by law, Carriers have the right to intercept and disclose any transmissions over their facilities in order to protect their rights or property, including without limitation to protect the efficient operation of their networks or to comply with governmental authorities.

**7.5 Carrier Charges.** Customer acknowledges that for any Message originated by a Carrier Subscriber and transmitted to American Signal Corporation or another Carrier Subscriber, the Carrier Subscriber will be charged at the text messaging rate reflected in their rate plan.

**7.6 No liability for actions by Carriers.** Customer acknowledges and agrees that, with respect to Carrier communications services: (a) one hundred percent of the Messages may not be delivered; and (b) neither American Signal Corporation nor any Carrier will be liable to Customer for any Messages deleted or not delivered, regardless of the reason for deletion or non-delivery including, without limitation, message processing or transmission errors. Neither American Signal Corporation nor any Carrier makes any representations or warranties regarding the quality, reliability, timeliness or security of the carrier communications services or that they will be error-free, interrupted and free from unauthorized access or that all messages will be delivered.

**7.7** Notwithstanding any language to the contrary contained herein, American Signal Corporation and Carrier agree to comply with statutes relevant to the receipt and handling of personal information.

## **8. Miscellaneous**

**8.1 Technical Terms.** Each word and abbreviation which has a technical or trade meaning is used in this Agreement in accordance with such recognized meaning.

**8.2 Currency.** Unless otherwise stated, all dollar amounts referred to in this Agreement are in United States dollars.

**8.3 Remedies Cumulative.** Unless expressly stated herein, all rights and remedies of a Party under this Agreement are in addition to the Party's other rights and remedies and are cumulative not alternative.

**8.4 Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without taking into account its principles on conflicts of law. The Parties irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts located in Cullman, Alabama for any litigation arising under this Agreement. A Party seeking a remedy or relief (including injunctive or other similar equitable relief) shall not be required to post a bond or other security for costs as a foreign plaintiff or defendant, as the case may be, in any jurisdiction or venue in which the mitigation may arise under this Agreement.

**8.5 Notices.** All notices required or desired to be delivered or served pursuant to this Agreement may be delivered and served by electronic mail, personal delivery or by pre-paid, first class mail addressed to the intended recipient Party at their either the respective addresses first written above or the electronic mail address listed below, or at such other address as may have been designated in accordance with the provisions of this paragraph. Notice is effective on receipt.

**8.6 No Partnership** Nothing in this Agreement is intended or will be construed as creating a relationship of joint venture, partnership or employment between the Parties hereto and each of the Parties specifically acknowledges and agrees that their relationship is and shall be solely as independent contractors. Neither Party shall hold itself out contrary to the terms of this Agreement, and neither Party shall become liable for the representation, act or omission of the other Party contrary to the provisions hereof.



**8.7 No Waiver.** A waiver by either of the Parties of any term or condition of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future or any subsequent breach thereof whether of the same or similar nature. No course of dealings or continuing conduct of either Party shall constitute a waiver of or amendment to any provision hereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either of the Parties.

**8.8 Severance.** If any provision of this Agreement, or part thereof, is held by a court of competent jurisdiction to be void or enforceable it shall be deemed to have been severed from the Agreement and the remainder of the provisions of this Agreement shall thereafter continue in full force and effect to the extent permitted by law.

**8.9 Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the matters contained herein and supersedes all previous discussions, negotiations, understandings, expectations, representations and agreements between the Parties regarding the subject hereof, except those expressly set forth herein.

**8.10 Amendment.** No modification, alteration or amendment of this Agreement shall be valid or binding unless in writing and signed by both Parties.

**8.11 Assignment.** Subject to the following sentence, neither Party may assign its rights and obligations under or transfer any of interest in the Agreement without prior consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement or transfer any of its interests to any

affiliate of such Party, to a purchaser of all or substantially all of such Party's assets, to a successor in interest of such Party or as part of a corporate reorganization, consolidation or merger. This Agreement and each of the provisions hereof shall inure to the benefit of and be binding upon the Parties and their respective successors, administrators and permitted assigns.

**8.12 Further Assurances.** The Parties agree to do and perform and cause to be done and performed such further and other acts and things as may be reasonably necessary or desirable in order to give full force and effect to this Agreement.

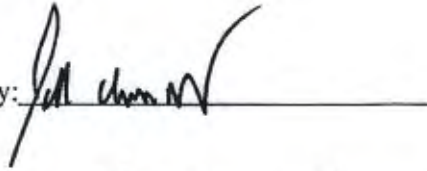
**8.13 Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. Facsimile signatures shall be considered original signatures.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement as of the Effective Date 4/25/2021.

**American Signal Corporation**

**Cullman County-Alabama**

By: 

By: 

Name: Dale Moeller

Name: Jeff "Clem" Clemons

Title: CEO

Title: Chairman



## SCHEDULE A

1. Contract Term Date:

**Year 1: 4/25/2021 – 4/24/2024**

2. Account Set-up Fee: (waived)

3. Total Combined Account Maintenance Fee and Payment Due Dates

**Year 1: \$7,993**

- *Package includes Unlimited Voice, SMS, email, desktop alerts, & paging.*

**Year 2: \$ 8,900**

- *Package includes Unlimited Voice, SMS, email, desktop alerts, & paging.*

**Year 3: \$ 8,900**

- *Package includes Unlimited Voice, SMS, email, desktop alerts, & paging.*

**PROFESSIONAL SERVICES CONTRACT FOR ONLINE  
AUCTION PORTAL**

**between**

**Cullman County Revenue Commissioner**

**And**

**GovEase Auction LLC**

THIS AGREEMENT FOR ONLINE AUCTION PORTAL ("Agreement") is executed and entered into by and between Cullman County Revenue Commissioner ("the Customer") and GovEase, LLC ("GovEase") this the 12 day of May, 2020 (the "Effective Date"). In consideration of the promises, rights and obligations set forth below, and intending to be legally bound thereby, the parties hereby agree as follows:

### **I. Initial Term and Renewal**

The term of this Agreement shall commence on the Effective Date and shall continue remain in force until December 31, 2020, unless terminated earlier pursuant to the terms of this Agreement. Provided that neither party is in default hereunder beyond applicable periods of grace and/or notice and cure, upon the conclusion of this initial term, or any renewal term hereunder, this Agreement shall be automatically renewed for additional terms of one (1) year upon all terms, conditions and obligations set forth herein unless either party notifies the other ninety (90) days in advance that they do not intend to renew. To the extent the Agreement's term extends past the current term of the elected official(s) designated by the Customer to administrate and sign this Agreement on behalf of the Customer, the Agreement shall be subject to cancellation by any subsequently elected official that first assumes office after the Effective Date. Should such a subsequently elected official desire to exercise this option to cancel, they must provide written notice to GovEase of said intention to cancel within thirty (30) days of assuming office or said option shall be deemed to be waived.

### **II. Scope of Services**

1. In exchange for payment by the Customer as set forth in Section III of this Agreement, GovEase will provide the services outlined in **Exhibit "A"** of this Agreement.
2. The services to be performed pursuant to this Agreement shall be performed in accordance with the applicable laws and regulations of the State of Alabama.

### **III. Fees and Billing**

1. The fee schedule for all tax sales held during the term of this Agreement shall be set forth as provided in this section, to begin with the May 28, 2020 Cullman County Tax Sale. As used in this Agreement, the term "tax sale(s)" shall mean the public offering of sale by Customer of Tax Deeds or Tax Liens on real properties located in the Customer's jurisdiction with delinquent property taxes pursuant to applicable statutes governing the State of Alabama.
2. In consideration of the services to be rendered by GovEase as set forth in this Agreement, the Customer shall pay or cause to be paid to GovEase fees in accordance with **Exhibit "B"** of this Agreement.
3. GovEase shall not be obligated to provide any services hereunder in the event the Customer is more than ninety (90) days delinquent in paying any invoices, provided, however, that



GovEase has provided written notice to the Customer that it will cease performing services unless delinquent invoices are paid in full.

**IV. Warranties**

A. Limited Warranties

GovEase warrants that the web site and internet application, when provided with accurate and properly formatted data by the Customer and third party users, and when accessed by properly functioning software and equipment of third party users with the appropriate system requirements, will perform substantially as required in order to facilitate the Customer's online tax sales. For the purposes of this Agreement, the term "third party users" shall be defined as bidders or participants in tax sales conducted by GovEase on behalf of the Customer pursuant to this agreement. In the event that failures or defects arise with the web site or internet application prior to, during or after a tax sale, GovEase will, at no charge to the Customer, make any necessary corrections to the web site and/or internet application so that the web site performs substantially as required under the terms of this Agreement, and will use its best efforts to make such necessary corrections applicable within 24 hours of being notified by the Customer of any failures or defects in the web site, provided that the Customer provides GovEase with information necessary and sufficient to correct such failure or defect upon GovEase's request. In the event GovEase is not able to make such corrections applicable within 24 hours, GovEase's chief executive officer and/or chief operating officer will confer with a representative of the Customer to advise the Customer on the status of problem resolution and anticipated time of correction.

**V. Modification**

1. This Agreement may only be modified, altered or amended by a written instrument duly executed by authorized representatives of the Customer and GovEase.
2. The language of this Agreement may be amended and/or modified by one or more Addendums attached hereto and identified below in order to comport with the laws of the state where the tax sales conducted under this agreement will be held or to otherwise reflect the agreement of the parties. Any Addendums attached to this Agreement that amend or modify this Agreement that conflict with or are specifically designated to replace language within this Agreement shall control and any such Addendums shall, by reference herein, become a part of the Agreement as if reprinted full herein. The following Addendums are attached to this Agreement:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VI. Breach and Termination**

1. In the event of the occurrence of a material breach or violation of this Agreement by a party, the non-breaching party shall provide written notice to breaching party regarding the occurrence of said material breach or violation of this Agreement, along with a description of the steps necessary to remedy, resolve or remove the material breach or violation. If said material breach or violation is not remedied, resolved or removed within sixty (60) days after such written notice, the non-breach party may immediately terminate this Agreement.

2. Either party may terminate this Agreement at any time for any reason by providing the other party with written notice of its intent to terminate the Agreement.
3. Termination of this Agreement shall not deprive a party of other remedies available under this Agreement or the applicable law for failure of a party to perform its obligations under this Agreement. Failure of either party to enforce a material breach or any violation of the terms of this Agreement or exercise of remedies hereunder shall not be considered as a waiver of that party's rights, respectively, with respect to any subsequent breach or violation.
4. Upon termination of this Agreement, each party shall promptly return to the other any and all personal property of the other held by such party, including, but not limited to, any of GovEase's confidential information as that term is used in Section IX of this Agreement, and shall provide a certificate to the other party to the effect that it has delivered to the other party all property belonging to the other party, including confidential information, and has retained no duplicates or copies of, nor conveyed to any third party, any such property.

## VII. Notice

Any notices required to be sent hereunder shall be hand delivered or sent by a nationally recognized overnight delivery service (such as FedEx) or by certified mail (return receipt requested) to the following addresses:

CUSTOMER: Cullman County Revenue Commissioner  
Attn: Barry Willingham  
P.O. Box 2220  
Cullman, AL 35056

With a copy to: Cullman County Attorney  
Attn: Emily Niezer Johnston  
500 2<sup>nd</sup> Avenue SW,  
Room 110  
Cullman, AL 35055

GOVEASE: Ryan Matthews, President  
GovEase, LLC  
2080 Main St.  
2nd Floor  
Madison, Mississippi 39110

With a copy to: Price W. Donahoo, Esq.  
Donahoo Law Firm, PLLC  
Post Office Box 1549  
Madison, Mississippi 39110

All written notices required under this Agreement shall be effective upon the earlier of the date received, refused or returned as undeliverable.

## VIII. Title

It is agreed between the parties that GovEase owns all rights, title and interest in and to the web site, internet application, and all documents, files, reports, data summaries, work papers and working documentation, electronic or otherwise, created by or on behalf of GovEase in connection with the services to be performed by GovEase pursuant to this Agreement, as well as the related source code including copyright, trade secret, patent, trademark and other proprietary rights and all customizations, enhancements, modifications, improvements, derivations or other variations thereof. This Agreement does not transfer to the Customer under any circumstances any of GovEase's ownership rights in the web site, internet application or the related source code.

## IX. License

1. GovEase grants the Customer and its full-time, part-time or contract employees (excluding professional consultants), subject to the terms and conditions of this Agreement, a limited, non-perpetual, non-transferable and non-exclusive license to access and use the web site and internet application solely in conjunction with the Customer's billing, collection and administration of the relevant taxes and tax sales. This license immediately terminates upon any termination of this Agreement. GovEase is acting as an Application Service Provider ("ASP") supplying to the Customer a hosted service via the Internet.
2. The Customer acknowledges and understands that the GovEase web site and internet application licensed under this Agreement is owned by GovEase and constitutes a valuable trade secret belonging to GovEase. The Customer also acknowledges and understands that GovEase is willing to provide the Customer with certain proprietary business and technical information regarding its web site and internet application pursuant to this Agreement. It is expressly understood and agreed that the software used to develop and operate the web site and internet application; any related materials and documentation provided by GovEase, including without limitation information related to security, functionality or other technical aspects of the web site and internet application; the non-public pages of the web site; and all documents, files, reports, data summaries, work papers and working documentation, electronic or otherwise, created by or on behalf of GovEase in connection with the services to be performed by GovEase pursuant to this Agreement (sometimes collectively referred to herein as "confidential information") constitute a valuable proprietary product and trade secret of GovEase embodying substantial creative efforts and confidential information, ideas, and expressions. The Customer agrees to hold all such confidential information in strictest confidence and take such steps as are reasonably necessary to protect the confidentiality of the confidential information and other materials designated by GovEase as confidential. Such steps shall include, without limitation, refraining from taking any action in derogation of GovEase's ownership rights in the web site, internet application and confidential information and taking actions similar to those taken by the Customer with respect to protecting other third-party confidential information in its possession.
3. The Customer shall not disclose or otherwise make available GovEase's confidential information in any form to any person except to those employees of the Customer or GovEase who need access to the information to facilitate the Customer's authorized use of the web site. Nothing herein shall be construed, however, to prohibit the Customer from making any disclosures required of the Customer pursuant to any legal process or request from any governmental authority having



jurisdiction over the Customer, or from making disclosure required by applicable law. However, prior to any such disclosure, the Customer shall provide written notice at least thirty (30) days prior to any such disclosure to GovEase in order to enable GovEase to seek judicial relief. The Customer's obligations under this paragraph shall survive termination of this Agreement.

#### **X. Confidentiality**

Each party agrees to treat any information they receive that is submitted to the web site by third party users, including without limitation, deposit amounts, social security numbers, bank account numbers, federal tax identification numbers, etc., in accordance with applicable law and the "privacy policy" set forth in the related link on the web site. GovEase will not change the "privacy policy" without the Customer's consent, which will not be unreasonably withheld.

#### **XI. Place of Execution; Governing Law; Venue**

This Agreement shall be deemed to be executed in Cullman County, State of Alabama, regardless of GovEase's domicile, and shall be interpreted and construed in accordance with the laws of the State of Alabama. The parties agree that the venue for all claims between the parties arising from this Agreement shall be in the federal courts for Alabama or in the state courts in and for Cullman County, Alabama

#### **XII. Successors**

The provisions of this agreement shall be binding upon and for the benefit of the heirs, personal representatives, successors and assigns of the parties. Neither party shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party.

#### **XIII. Severability**

1. If any provision of this Agreement is found to be unlawful or to otherwise conflict with applicable law, the applicable law shall control and the offending provision shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.
2. If any provision of this Agreement is found to be unlawful or to otherwise conflict with applicable law, then the parties hereby agree to modify said provision, in a writing to be signed by authorized representatives of the parties, to comply with the applicable law and to reflect the parties' intention if necessary.

#### **XIV. Force Majeure**

1. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or is delay due to a "force majeure." For purposes of this Agreement, the term "force majeure" means any cause, action or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including but not limited to natural disasters, wars, power failures, internet outages and other acts of God.

2. Upon notice of a force majeure event, the party whose performance under this Agreement is affected thereby shall:
  - a. Promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and
  - b. Use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party.

**XV. Authorization**

Both GovEase and the Customer each represent and warrant to the other that each is authorized by all required and necessary corporate or government authority or action to enter into this Agreement and that the individual(s) signing this Agreement on behalf of GovEase and the Customer are authorized to bind GovEase and the Customer to its terms. Furthermore, both GovEase and the Customer represent that they are free to enter into this Agreement and that doing so, or performing the duties required under this Agreement, will not violate the terms of any other agreements or contracts between the parties and any third parties.

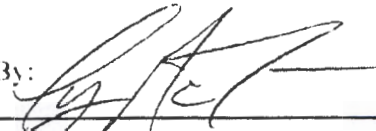
**XVI. Complete Agreement**

This Agreement constitutes the entire understanding and Agreement between the parties hereto with respect to its subject matter and supersedes all prior or contemporaneous Agreements, representations, warranties and understandings of such parties, whether oral or written.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the Effective Date of this Agreement duly authorized to execute this Agreement.

GOVEASE AUCTION, LLC

By:   
\_\_\_\_\_  
Ryan Matthews, President

CULLMAN COUNTY, ALABAMA

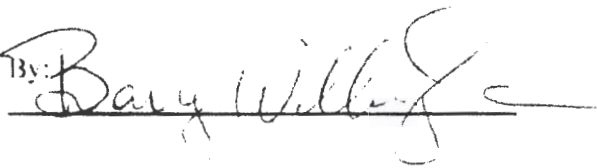
By:   
\_\_\_\_\_  
Barry Willingham, Cullman County  
Revenue Commissioner

EXHIBIT A  
SCOPE OF SERVICES



GovEase shall provide a custom web site to administer tax sales on behalf of the Customer. The term "web site" shall mean an Internet web site hosted by or at the expense of GovEase that will utilize GovEase's internet application to conduct online tax sales on behalf of the Customer. The term "internet application" means the proprietary internet application software developed by GovEase to facilitate tax sales using a process that replicates a live, public outcry auction that can be accessed through the web site. The procedures and technical requirements of the tax sales shall be substantially as described herein.

Specific Actions to be Taken and Services to be Provided by GovEase

1. GovEase will work with the Customer to determine the development timeline of the web site and to gather information required to build the web site.
2. GovEase will build a tax sales web site that will utilize the internet application to make information available to third party users and to conduct online tax sales using a process that replicates a live, public outcry auction.
3. GovEase will populate the web site and internet application with data provided by the Customer, including, but not limited to:
  - a. A list of properties with delinquent taxes (typically referred to as an advertising list);
  - b. Data on bidders who participated in previous auctions; and
  - c. Additional available data (tax records, pending tax liens on the property, appraiser's web site and links to Geographic Information Systems maps, if available).
4. GovEase will provide training for third party users including an online tax sale demonstration, practice tax sales and an on-site Bidder Orientation Session (at the discretion of the Customer).
5. GovEase shall provide a host server for the web site. The web site will utilize GovEase's internet application, which is capable of accepting and processing competitive bids from third party users for tax sales offered by Customer. The Customer acknowledges that GovEase's server may not be dedicated exclusively to the web site. GovEase shall use its best efforts to make the web site available during all regular business hours during each tax sale conducted pursuant to this Agreement and shall not schedule planned maintenance downtime to occur during any such tax sale in normal business hours. During each such tax sale, GovEase shall provide Auction Administrator(s) and the technical support necessary to facilitate the Customer's conduct of online tax sales.
6. GovEase will include on the web site terms and conditions, with appropriate disclaimers, to which third party users will be required to give assent. Each party will have the right to reasonably approve the terms and conditions or disclaimers that are included within the web site.

7. On the date when properties with delinquent taxes are advertised in local newspapers (the “advertising dates”), GovEase will post the same list on the web site. It will be at the Customer’s discretion to post such list solely on the GovEase website. The timing and frequency of tax sales conducted pursuant to this Agreement shall be determined by the Customer in accordance with applicable law.
8. Each tax sale conducted by GovEase on behalf of the Customer under this Agreement shall proceed as follows: On the date that the Customer has determined that a tax sale will begin, at a time as instructed by the Customer, and continuing from day to day until all parcels have been offered for sale, the delinquent tax properties shall be sold on the GovEase web site. Third party users can submit bids by using the web site to perform all tasks normally associated with the tax sale including: researching tax history; submitting registration forms and other information as specified by the Customer; submitting bids; viewing; and downloading auction results.
9. The Customer will manage and maintain all tax sale proceeds, deposits, billing and fee payments internally.

## **EXHIBIT B**

### **FEES AND BILLING**

1. In consideration of the services to be rendered by GovEase as set forth in this Agreement and in accordance with Alabama Code Section 40-10-184, for each tax sale administrated by GovEase under the terms of this Agreement on behalf of the Customer, the Customer shall pay or cause to be paid to GovEase a fee of \$12 for every lien sold. Lien certificates not sold in the online auction will not be assessed a fee of \$12.
2. GovEase will submit an invoice setting forth the amount of its fee pursuant to Paragraph 1 of this Section for a tax sale conducted under this Agreement to the Customer within sixty (60) days of the conclusion of each such tax sale. The Customer hereby agrees to pay any such invoices in full within seventy-five (75) days of receiving said invoice.
3. Unless otherwise provided on GovEase's invoice or in other instructions that GovEase provides to the Customer subsequent to the execution of this Agreement, payments shall be made to "GovEase Auction, LLC."





Corporate Office: 3475 Ashley Road, Montgomery, AL 36108  
South Carolina Office: 115 Belvedere Circle, West Columbia, SC 29172  
Phone: 334.264.3265; Fax 334.269.6990

March 30, 2021

Cullman County Commission  
500 2<sup>nd</sup> Ave. SW, Room 202  
Cullman, Alabama 35055

Re: Surplus Trucks

Dear Commissioners:

We want to thank you for allowing J.M. Wood Auction Company, Inc. the opportunity of submitting a proposal on the auction of your surplus equipment. Since 1973, J.M. Wood Auction Co. Inc. has conducted thousands of public auctions and sold billions of dollars of heavy machinery and trucks to buyers across the world. We believe our marketing methods along with our extensive global reach to buyers are necessary for you to achieve the true global market value of your assets.

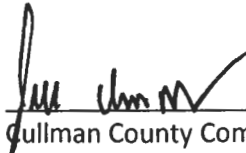
- ❖ **Auction Location and Date:** The proposed auction will be either June 15-18, 2021 at our auction facility in Montgomery, Alabama.
- ❖ **Traditional Auction Marketing:** J.M. Wood Auction will promote and feature your equipment in our full color auction magazine. A personalized mailing list will be selected from our database of over 100,000 domestic and international buyers. We will select potential buyers to market to by targeting recent buying patterns, trending industries and regional activity. Your auction will be promoted in numerous industry specific trade magazines as well as in over (300) newspapers reaching a broad range of potential buyers.
- ❖ **Online Auction Marketing:** Our team will go to work immediately posting your inventory with multiple photos and inspections on JMWood.com. Our website is an essential tool in reaching thousands of buyers who visit our site daily. Your inventory will also be posted on numerous worldwide industry related sites in front of millions buyers searching for equipment for their operations in countries across the globe. Your equipment will also be featured in J.M. Wood Auction's award winning social media marketing campaign consisting of outlets such as Face book, Twitter, YouTube and more. J.M. Wood Auction has been recognized by both Facebook and Constant Contact as one of their annual top performing marketing companies.
- ❖ **Auction Delivery, Pre-Auction Services and Set Up:** We encourage you to schedule delivery of your equipment to the auction facility as soon as possible. This allows adequate time for pre- auction services such as detailed inspection reports, photography, video, clean-up and repairs. J.M. Wood Auction will provide the seller with a detailed report on any repairs and clean-up deemed necessary to make the equipment bring the maximum dollar. No repairs will be made without prior consent from seller. J.M Wood Auction will coordinate an on-

site detailed clean-up service on the equipment listed on the sellers (Exhibit "A"). J.M. Wood Auction will have representatives aggressively marketing your equipment and answering questions from prospective buyers prior to the auction.

- ❖ **Auction Day:** With over 40 years in the auction business, it is in our blood. We live for auction day and it is exciting! When you arrive at one of our world class drive through auction facilities you will find a team of professionals that know and love their job. A detailed auction catalog with lot numbers will be presented to all the pre-approved buyers on hand. The equipment will be paraded past the auction theatre full of attendees and broadcast live on the internet as well. We will furnish all personnel to conduct the auction, collect proceeds, and assist in load-out.
- ❖ **Online Auction Bidding:** JMWoodLive.com is our exclusive proprietary online bidding service. Since its inception we have registered tens of thousands of pre-approved national and international buyers. Multiple photos of the exterior, interior and components of every item will be posted for online buyers. In addition, we provide detailed inspection services on any equipment the prospective buyer may need.
- ❖ **Buyer Services:** Prior to the auction, J.M. Wood Auction provides the buyer with detailed inspection services, financing options and logistical estimates. After the auction, we will coordinate logistics as well as dismantle and containerize equipment headed to the port.
- ❖ **Post Auction and Payment Terms:** J.M. Wood Auction will furnish a computerized statement of each item sold. We will issue seller a check for full settlement within twelve (12) banking days after the date of auction. Any service fees incurred such as clean-up, repairs, and transportation will be deducted from seller's final net proceeds.
- ❖ **Liens and Encumbrances:** Auctioneer acts as Sellers agent. Seller guarantees that he/she is the sole owner of items being sold and states that items are free of all mortgage's liens and encumbrances. Seller agrees to disclose any and all specific liens, blanket liens, mortgages, taxes, encumbrances or claims of any sort and states he is not connected to claim by Bankrupt Court or IRS. In the event such claim should exist Seller agrees to pay all legal expense incurred by Auctioneer to protect and defend clear title. Seller hereby authorizes J.M. Wood Auction Co., Inc. (hereby known as Auctioneer) at the absolute discretion of Auctioneer to carry out title searches in respect of the equipment at the expense of Seller, but in no case shall Auctioneer have a duty to conduct, nor be responsible for the results of any such title search.
- ❖ **Financial Guarantee (Option A)**  
J.M. Wood Auction Company, Inc. gives Cullman County Commission a gross financial guarantee of \$990,600.00 for the equipment listed on the attached (Exhibit "A"). A commission rate of 7% Absolute will be charged to gross sales. (**\$921,258.00 net guarantee**)
- ❖ **OPTION B: (Financial Guarantee w/annual service agreement)**  
J.M. Wood Auction Company, Inc. offers the Cullman County Commission a net financial guarantee of \$921,258.00 for the equipment listed on the attached (Exhibit "A"). A commission rate of 6% Absolute will be charged to gross sales. **PLEASE NOTE: This annual contract option is good for 3 years from the date of this signed agreement. It may be canceled in writing with 30 days notice. Cullman County is not obligated to sell trucks and equipment every year, only when the guarantee is agreeable with both parties.**

Thank you for allowing J.M. WOOD AUCTION COMPANY, INC. to present this proposal to you and we look forward to conducting your auction.

## **“We Turn Equipment into Cash”**

  
\_\_\_\_\_  
Gullman County Commission

4/20/21  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Ruston R. Wood, Vice President  
J.M. Wood Auction Co., Inc

\_\_\_\_\_  
Date

\_\_\_\_\_  
Curt Brown, Territory Manager, Governmental  
J.M. Wood Auction Co., Inc.

\_\_\_\_\_  
Date

**Bryant License #'s**  
**Al. Auctioneer's License # 1137**

*THIS DOCUMENT IS CONFIDENTIAL; IT CONTAINS PROPRIETARY INFORMATION THAT IS INTENDED ONLY FOR USE BY AUTHORIZED J.M. WOOD AUCTION CO., INC. REPRESENTATIVES AND AUCTIONEERS. THIS DOCUMENT MAY NOT BE COPIED OR SHARED WITH ANY PARTY OTHER THAN J.M. WOOD AUCTION CO., INC. UNAUTHORIZED USE IS STRICTLY PROHIBITED.*



Exhibit A  
 Cullman County Commission  
 2883 AL-69  
 Cullman, AL 35058



Due Date: March 30, 2021

| DEAL TYPE: |             | GUARANTEE |          |       |                   |  |           |           |  |
|------------|-------------|-----------|----------|-------|-------------------|--|-----------|-----------|--|
| EQPT #     | CATEGORY    | YEAR      | MAKE     | MODEL | S/N               | DESCRIPTION  | HRS MILES | CONDITION | REPAIRS REQUIRED   |
| 63         | DUMP TRUCKS | 2020      | KENWORTH | T800  | 3BKDL40X8LF427600 | Tri-axle, extended cab, 500 HP Cummins X15 diesel engine, Allison Automatic Transmission, 46k rears, 18,740 front, 16' hard Ox body, high lift gate, 11R24.5 rear tires, 385/65R22.5 aluminum fronts, County Owned | 31,519    |           | tires and brakes must be 50% or better, no broken glass, no body damage accepted, clean-up |
| 64         | DUMP TRUCKS | 2020      | KENWORTH | T800  | 3BKDL40X8LF424728 | Tri-axle, extended cab, 500 HP Cummins X15 diesel engine, Allison Automatic Transmission, 46k rears, 18,740 front, 16' hard Ox body, high lift gate, 11R24.5 rear tires, 385/65R22.5 aluminum fronts, County Owned | 26,753    |           | tires and brakes must be 50% or better, no broken glass, no body damage accepted, clean-up |
| 61         | DUMP TRUCKS | 2020      | KENWORTH | T800  | 3BKDL40X5LF427599 | Tri-axle, extended cab, 500 HP Cummins X15 diesel engine, Allison Automatic Transmission, 46k rears, 18,740 front, 16' hard Ox body, high lift gate, 11R24.5 rear tires, 385/65R22.5 aluminum fronts, County Owned | 28,206    |           | tires and brakes must be 50% or better, no broken glass, no body damage accepted, clean-up |

| EQPT # | CATEGORY    | YEAR | MAKE     | MODEL | S/N               | DESCRIPTION  | HRS MILES | CONDITION | REPAIRS REQUIRED   |
|--------|-------------|------|----------|-------|-------------------|--|-----------|-----------|--|
| 65     | DUMP TRUCKS | 2020 | KENWORTH | T800  | 3BKDL40X8LF424731 | Tri-axle, extended cab, 500 HP Cummins X15 diesel engine, Allison Automatic Transmission, 46k rears, 18,740 front, 16' hard Ox body, high lift gate, 11R24.5 rear tires, 385/65R22.5 aluminum fronts, County Owned | 32,511    |           | tires and brakes must be 50% or better, no broken glass, no body damage accepted, clean-up |
| 66     | DUMP TRUCKS | 2020 | KENWORTH | T800  | 3BKDL40X6LF424730 | Tri-axle, extended cab, 500 HP Cummins X15 diesel engine, Allison Automatic Transmission, 46k rears, 18,740 front, 16' hard Ox body, high lift gate, 11R24.5 rear tires, 385/65R22.5 aluminum fronts, County Owned | 32,164    |           | tires and brakes must be 50% or better, no broken glass, no body damage accepted, clean-up |
| 62     | DUMP TRUCKS | 2020 | KENWORTH | T800  | 3BKDL40XXLF424729 | Tri-axle, extended cab, 500 HP Cummins X15 diesel engine, Allison Automatic Transmission, 46k rears, 18,740 front, 16' hard Ox body, high lift gate, 11R24.5 rear tires, 385/65R22.5 aluminum fronts, County Owned | 33,758    |           | tires and brakes must be 50% or better, no broken glass, no body damage accepted, clean-up |



## Contract Agreement

This Agreement made this 12th day of April, 2021, by and between PYRO SHOWS OF ALABAMA, Inc., a Alabama Corporation, whose address is 3325 Poplar Lane, Adamsville, AL 35005, and hereinafter referred to as "PYRO SHOWS" and Cullman County Commission with its principle place of business located at 500 2<sup>nd</sup> Ave SW, Cullman, in the State of Alabama, hereinafter referred to as "Customer".

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order #21 AL 07-04-C-25000-000040 dated this 12th day of April, 2021. The Show will be given on the 4th day of July, 2021. Rain date/postponement date: 5th day of July, 2021.
- II. **TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify Pyro Shows no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation. If the Customer does not provide PYRO SHOWS with notice as set forth herein, Customer shall pay PYRO SHOWS the entire amount or one hundred percent (100%) of the contract price for the Show as liquidated damages.
- IV. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- VI. **INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- VII. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VIII. **COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of



this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

- IX. **PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Alabama, and any suit involving this contract shall be brought in the Courts of Jefferson County in the State of Alabama, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. **LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. **ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. **COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. **INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$5,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIV. **PAYMENT TERMS:** Cullman County Commission shall pay PYRO SHOWS \$25,000 plus applicable taxes in the amount of \$.00 for a grand total of \$25,000 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$.00) (12,500 deposit paid in 2020) upon return of signed contract by May 12, 2021. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.
- XV. **TAXES:** Customer shall be responsible for all applicable sales taxes.

**IMPORTANT:** Checks must be made payable to PYRO SHOWS OF ALABAMA, INC.  
All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

**IN WITNESS WHEREOF,** the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS OF ALABAMA, INC.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Michael E. Walden, Vice President

CUSTOMER

BY: Jeff Clemons Signature      Jeff "Clem" Clemons Printed Name      Chairman Title      DATE: 4/20/21

**WARRANTY EXCLUSIONS**



EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.



**CULLMAN COUNTY BUDGET REQUEST  
Fiscal year 2021**

**NARCOG Dues-** **\$28,142.00**

Based on the 2010 census at .35 per capita. These funds are necessary for the daily operations of the Agency.

**RPO Dues** **\$ 6,119.00**

NARCOG conducts a cooperative rural transportation planning process, which provides a dialogue between local rural elected officials and the ALDOT concerning transportation related issues.

**Aging Program Match -** **\$ 22,038.00**

Used as matching funds to obtain Federal funds. In return, NARCOG reimburses the county for services provided.

**Total funds requested for FY 2021** **\$56,299.00**

**NARCOG 2021 budget lists the following funds to Cullman County for Senior Operations.\***

|                                      |             |
|--------------------------------------|-------------|
| Assist with Senior Center Operations | \$45,250.00 |
| Funds for Senior Center Maintenance  | \$ 3,500.00 |
| Sr. Rx, Drug Assistance Program      | \$ 9,025.00 |

**Total Funds available to Cullman County** **\$57,775.00**

**\* Funds reimbursed to the County based on properly submitted documentation.**



Cullman County Commission  
Cullman, Alabama

Upon completion, submit this form to Marie Livingston in the Commission Office

Date: 4/7/2021

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: X Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: GovDeals X Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

To be donated to: \_\_\_\_\_

Asset #: 2392

Property Decal #: 1552

Serial # or VIN: 2FAFP71VX8X12014 24014

Tag # 47180CO

Description: 2008 Ford Crown Vic

Reason for disposal: No longer suitable for Law Enforcement use

Department: Sheriff's Office

Department Head Signature: Matt J. D. Sheriff

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: ML

Date: 4/12/21

## Policy Change Memo

II-U Page 32 of Policies and Procedures Manual

6. Should the host hotel have no availability, and the cost of overnight lodging for the employee exceeds the rate published by the host hotel including taxes and fees, then the employee may spend up to 25% more than the host hotel rate including taxes and fees. The lack of availability should be documented and included with the expense documentation. If the cost of lodging will exceed the 25% overage, the employee shall submit a TRAVEL REQUEST FORM to his or her Department Head at least fourteen (14) days prior to the employee's anticipated departure date. The Department Head shall immediately review the Employee's TRAVEL REQUEST FORM and consider the anticipated travel expense. Should the Department Head, and at least two (2) Commissioners approve the amount detailed in the TRAVEL REQUEST FORM, then the same shall be paid by the County Commission upon completion of an approved expense report.

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m. Thursday, April 8, 2021, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for Recycled Asphalt Pavement (RAP Millings) for the Cullman County Road Dept. and various municipalities in Cullman County. At this time sealed bids will be publicly opened and read aloud.

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

The award of this bid will be made by the Cullman County Commission on behalf of all indicated governmental entities.

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

Any questions regarding this bid should be directed to Jon Brunner, @ 256-796-1336.

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.

Good Hope Contracting Co, Inc.  
Company

(256)734-7735 / (256)734-0522  
Phone/Fax

3280 Co Rd #37  
Mailing Address

MALCOLM C. DOUGLAS  
Representative (Please Print)

CULLMAN, AL 35057

Malcolm C. Douglas  
Representative Signature



**BID PROPOSAL**

ITEM

BID PRICE  
F.O.B. QUARRY

Recycled Asphalt Pavement (RAP Millings)

\$ 7.<sup>00</sup> price per ton

Recycled Asphalt Pavement shall meet the quality requirements as determined by the Cullman County Engineer or designee.

Cullman County reserves the right to jointly award the bid in a manner that affords the best value to Cullman County based off of transportation costs.

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Wednesday, April 14, 2021 in the County Commission Office, 500 2<sup>nd</sup> Ave. S.W., Room 105, Courthouse, Cullman Alabama, for **One New Cab Crawler Tractor with Blade**, as per specifications attached. At this time sealed bids will be publicly opened and read aloud.

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

Bid responses must be returned in a sealed envelope clearly marked as a bid with the bid number and your company name on the outside.

Bid will be awarded on lowest bid meeting required specifications. Any questions regarding this bid should be directed to Albert Mayo, Cullman Forestry Specialist at 256-734-0573.

COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND  
CITIZEN PROTECTION ACT  
(ACT 2011-535. AS AMENDED BY ACT 2012-491)

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John Deere 550K

Bid Price: \$ 189,900.00

Nearest Delivery Date: Sept 2021

Warron Tractor & Equipment Co. Inc  
Company

4308 Water Trail  
Mailing address

Graysville, AL 35073

205. 988-4472

205 675-9060  
phone/fax

Kip Patterson, David Pearson  
Representative

[Signature]  
Signature

## SPECIFICATIONS

### ENVIRONMENTAL CAB CRAWLER TRACTOR WITH BLADE, 24"-25" GROUSERS, REAR MOUNTED FIRE PLOW. 92-95 HP. LGP, 19,000 LB CLASS (550K/D4K2)

#### SCOPE

The intent of this specification is to define a crawler tractor for use in Wildland Firefighting Operations. The machine must be purpose built for Wildland Firefighting with all the Fire Protection Sheathing on engine Harness, Fuel lines, and Hydraulic lines installed. The tractor must have the ability to perform drawbar work over long distances in extremely adverse conditions. The tractor must be able to pull a fireplow, heavy disc harrow or bulldoze firelines without overheating or otherwise malfunctioning. Parts and service must be readily available throughout the state of Alabama. The unit must be new, unused and be prepared for service when delivered to the specified location. It shall meet all State and Federal emission standards at time of the delivery.

#### 10. PERFORMANCE

- A. Top speed at full throttle on clear, level ground must be a minimum of 6.0 MPH.
- B. Tractor must be capable of developing and sustaining a minimum of 6800 pounds of sprocket pull at 3.0 MPH.

#### 20. ENGINE

- A. Engine must be a current production crawler tractor engine offered by the manufacturer. Prototype or experimental engines are not acceptable.
- B. Engine must be diesel fueled, turbocharged, four stroke cycle, liquid cooled, minimum 92 HP net, per the latest issue of SAE J1349.
- C. Displacement must be a minimum of 4.4 liters.
- D. Cooling system, Cooling fan must be mounted on the front of the engine, behind the radiator, belt driven and blow air through the radiator away from the operator.
- E. Radiator must be suitable for forestry application. Fins shall be aluminum. Fin spacing shall be no closer than ten (10) fins per inch. Tube arrangement shall be inline. Maximum cooling capacity shall be provided. Cooling system shall be filled with coolant that provides freeze protection to -30 degrees F and maximum corrosion protection.
- F. A turbine type engine air prescreener shall be provided with a perforated guard that serves as a prescreener if air intake is above hood. If air intake is under the hood a vacuum-aspirated or multi-cyclone system shall be used. Air cleaner shall be dry type with safety element. Restriction indicator shall be provided in the operator's compartment.
- G. The turbocharger or particulate filter in the exhaust system shall function as spark arrestor. The exhaust pipe shall be routed so that it is protected between the limb risers and the exhaust air passes above the cab.



Exhaust system shall be weatherproof and protect the engine from rainfall during idle periods.

- H. A severe-duty fuel-water separator with a spin-on replaceable element must be provided. It shall include a water detection system with a warning indicator on the dash.
- I. An electric engine hourmeter shall be provided. It shall be activated when the engine is running.
- J. All coolant hoses shall be protected by a fire and heat protective covering (Aeroquip AE102 or equivalent).
- K. Engine shutoff shall be controlled by an electric solenoid valve. The wiring to the solenoid shall be protected by firesleeve (Aeroquip AE 102 or equivalent).
- L. The cold weather starting aid shall be an electric engine block (coolant) heater, 110 volts. Ether start aid not allowed.
- M. Tractor must be equipped with a foot operated decelerator. It must slow both the engine and/or transmission speeds and be capable of bringing the tractor to a complete stop.
  - . Engine must be equipped with a spin-on, vertical mount oil filter.
- O. Engine must be equipped with a primary fuel filter that is vertically mounted.

### 30. DRIVETRAIN

- A. Transmission shall be dual path hydrostatic drive. Transmission must be capable of full speed direction changes.
- B. Infinitely variable ratios must be available in the hydrostatic drive system.
  - Hydrostatic transmission must be dual path design. It must feature "load sensing," "anti-stall," and "counter-rotation." The tractor must be capable of variable radius power turns. Turning radius must be consistent even when travel speed is varied.
- C. Steering must be single lever, joystick controlled. The joystick must control forward and reverse motion and must control left and right steering. It must also control counter-rotation. Speed control must be integrated into the joystick.
- D. The hydrostatic transmission must be plumbed with remote diagnostic test ports, conveniently located so as to permit diagnostic procedures without removal of any significant components.
- E. Final drives must be heavy-duty type, double or triple reduction.
- F. A vertical mounted transmission oil filter with a replaceable element shall be provided.
- G. The hydrostatic system can be separate from the hydraulic system, if not a separate system, must have a warning visual/or audible signal to warn of low fluid level. The reservoirs must be made of steel.

### 40. UNDERCARRIAGE

- A. Track gauge shall be 68 - 70".
- B. Track shoes shall be center mounted, single grouser, 24" or 25" width. Maximum width, across the tracks, shall be 93".
- C. Length of track on ground shall be between 86" and 89", producing a minimum ground contact area of 4128 square inches and 4425 respectively. Each track shall have a minimum of six (6) track rollers.
- D. Ground pressure of the base machine, including blade but no options, based on the specifications listed in items A, B and C shall not exceed 5.4 psi.
- E. Track adjusters shall be hydraulic with covers over grease points to

prevent inadvertent tightening. Recoil springs shall be covered. Recoil springs shall be heavy-duty versions, suitable for the maximum operating weight of the tractor and the operating conditions. Recoil system shall be equipped with over-pressure protection (relief valves in hydraulic track adjusters).

- F. Each track shall have a minimum of one (1) carrier roller.
- G. Track chain shall be sealed and lubricated, equipped with split master link.
- H. Rollers & idlers shall be provided with lifetime lubrication.
- I. The roller frame suspension shall be rigid.
- J. Tracks shall have front and rear guides and have "full-length rock guards".
- K. All undercarriage components, including roller frames, idlers, rails, sprockets, rollers, and shoes shall be heavy duty type, capable of continuous use per the defined application. The manufacture shall provide the most heavy-duty OEM undercarriage components available. Chain pitch to be a minimum of 171mm.
- L. Six track shoes, evenly spaced around the track chain, shall be equipped with "key slots," for the insertion and retention of  $Y_7$  chain. Key slots shall accept and retain  $3/8$ " &  $Y_7$ " chain for the purpose of self-rescue of a "stuck" tractor.

## 50. CHASSIS

- A. Radiator grille must be rated for extreme service in forestry application. A louvered or perforated, quick release, extreme-service grille must be provided.
- B. Engine side shields shall be hinged and/or quick release mounted. The engine compartment must be instantly accessible (both sides) without the use of tools. The engine compartment side shields shall be perforated to the maximum extent offered by the manufacturer. Perforations in the hood should be those of the manufactures and should not be altered.
- C. A fuel tank shutoff valve shall be located within reach of the seated operator and must be operable without the use of tools. Fuel tank will be constructed of metal and the capacity shall be 50 gallons, minimum.
- D. A fuel tank drain must be provided and protected from brush damage. It must be reasonably accessible with the use of tools, but without having to remove any major components.
- E. Primary fuel lines must be metal or stainless steel braided fuel lines or lines must be covered with fire resistant sheathing, Aeorquip AE102, or equivalent. Hose connections shall be threaded with SAE or flat face o-ring connectors where possible.
- H. A manual or electric fuel-priming pump must be provided.
- I. Tractor must be equipped with a full length, extreme service bottom guard. Bottom guard must protect fill components on the bottom of the tractor. Bottom guard thickness shall be no less than 1/2". The bottom guard must include a bolt-on access hatch located at the lowest part of the guard for flushing out debris.
- H. The tractor must be equipped with a closed eye, front tow hook and two tow hooks (closed eye or D ring) on rear of tractor located on each side of the fire plow mount.

- I. Tractor must be equipped with a vandalism protection group. Fill points shall be lockable. Padlocks are not required.
- J. Two tie down rings shall be furnished on each roller frame. Rings shall be sized to meet federal transportation safety regulations and be located to minimize exposure to damage.
- K. Ground clearance shall be a minimum of 13.0" as defined by the latest issue of SAE J1234.
- L. A toolbox for hand tools (simple mechanic set) must be provided inside cab.
- M. Tool box will be rear mounted and have a sloped top and will not interfere with operations of a Fire Plow. Mounts must be provided for drip torch, and chain. Provision must be included to mount and safely carry an axe, rake and shovel.
- N. Access to the engine compartment for service of the dipstick, oil fill, radiator cap and air cleaner shall be conveniently operated without the use of tools.

#### 60. HYDRAULIC SYSTEM

- A. Hydraulic pump shall be gear type with a minimum flow rate of 15 gpm. System pressure shall be 2800 - 3000 psi.
- B. Blade controls shall be on a single T-bar" control (lift, angle and tilt). Blade lift valve section shall include a float position.
- C. An auxiliary hydraulic (4th) circuit shall be provided for the rear-mounted fireplow. A separate lever and valve section shall be included. The circuit shall be equipped with a float position (lever forward) and two relief valves. The circuit shall connect to the plow via 1/2" breakaway couplers per the latest issue of SAE J1036. The couplers shall be located according to the latest issue of SAE J716. If tractor is equipped with a hydraulically converted v-blade or a hydraulic winch, a fifth valve section (5th circuit) with relief valves must be included for operation of the v-blade circuit. No diverter valve allowed.
- D. Hydraulic tank will be constructed of steel. All hydraulic tubing shall be prepainted or treated to prevent corrosion. It shall be securely mounted and protected to prevent damage and chafing.
- E. Hydraulic hoses in the engine compartment or belly within 12" of the bottom guards must be covered with fire resistant sheathing, Aeorquip AE102, or equivalent.
- F. Lift and angle cylinders must have steel guards.
- G. All hoses routed to the blade, and all exposed hydraulic fittings must be adequately guarded for the intended application. Exposed hoses must be covered with cordura protective sleeving or equivalent.
- H. The hydraulic system shall be equipped with a vertical mount oil filter.

#### 70. DOZER BLADE

- A. Dozer blade shall be mounted on an inside mounted, all hydraulic C-frame. Power lift, angle and tilt functions shall be provided. C-frame shall be "heavy duty" rated; suitable for the intended application.
- B. Dozer blade shall be 104"-106" width. No modifications will be made to the width of the blade.



- C. Moldboard shall be equipped with bolt-on, replaceable, reversible end bits and cutting edges.
- D. Dozer blade shall be equipped with a full width brush guard, 15-18" high. The brush guard must be a tubular structure with the main structural elements consisting of 2" x 4" x 3/16" rectangular tubing and the interior vertical members consisting of 1h" x 2" flat-bar or 0.25" laser cut and formed plate with "h" reinforcements on the back side. There shall be a minimum of six (6) vertical flat bars.
- E. No alterations are to be made to blade other than addition of brush guard.

#### 80. DRAWBAR

Drawbar not required.

#### 90. FIREFLOW

Fireflow shall be rear mounted. Coulter shall be 24" diameter. Turning discs (2) shall be 26" diameter with heavy duty four bolt bearing boxes. A middle buster shall be included. Down pressure shall be transmitted via a spring rod. Plow shall be equipped with a safety latch to hold the plow in the raised position. A latch release shall be provided that is operable from the cab. It shall be capable of disabling the plow safety latch operation.

#### 100. ROPS CANOPY & OPERATOR PROTECTION

##### A. Enclosed Cab

The operator's station shall be a fully enclosed, sound suppressed, ROPS cab. It shall be heated, air conditioned and pressurized. The Roll Over Protective Structure (ROPS) and Falling Object Protective Structure (FOPS) shall meet the requirements of the latest issues OSHA 1910.266 and of SAE J1040 and J231, and be fully certified.

##### B. Windows

The windows shall be tempered safety glass, tinted 30%. It shall be heat resistant to 550 degrees F. The window glass shall be mounted in such a manner that the window glass will remain in place in the event of softening or melting of the window molding during a burnover occurrence. All windows shall be protected by protective screens meeting the requirements of ISO 8084. The screens shall be painted a dark, non-glare color. Protective screens shall be hinged to permit access (without tools) for window cleaning. Side screens are to be quick released, inside or outside operated, for an emergency exit.

##### C. Operator Access

The operator's compartment shall have left side and right side access doors. Operator compartment access must meet the requirements of ISO 8084. The windows must be capable of being secured in the open position to allow for natural cross flow ventilation. The doors of the operator's compartment shall be lockable to prevent unauthorized entry and operation of the machine.

D. Seat and Seat Belt

The operator's seat shall be a deluxe, full suspension seat with cloth cover. The seat belt shall be three inches (3") wide and retractable. The seat belt shall meet the requirements of SAE J386.

E. Window Wipers and Washers

The cab windows, front, rear, and doors; shall be equipped with windshield wipers and washers. The washer reservoir shall have a minimum water capacity of one-half (1/2) gallon.

F. Environmental Cab Cooling, Heating and Pressurizing System

The operator's cab shall be cooled with an air conditioning system capable of 24,000 Btu/hr. The air conditioning system shall be R-134a compliant. The condensing unit shall be mounted on the rear of the cab and be equipped with a guard having a minimum thickness of 1/2" that provides the maximum protection against damage from trees, tree limbs and brush. The pressurization system shall deliver air to the operator's compartment that has been filtered through a spark-arresting screen, a high efficiency particulate element (HEPA) and through an activated carbon element. The particulate media shall have an efficiency rating of 93 DOP at 0.5 micron. The media material shall be fiberglass. The activated carbon element(s) shall have an "Activity Rating" of 60, minimum. Any externally mounted filters shall be protected from brush damage. The pressurizer fan shall be rated at 400 CFM, minimum. Vendor will provide six additional HEPA filters and six additional carbon filters.

The heater/defroster shall have a minimum capacity of 18,000 Btu/hr. The heating/cooling/pressurizing system shall conform to the requirements of SAE J1503/J1535D.

An independent defroster fan shall be provided to defog the windows at any time, whether the system is being used for cooling or heating.

- G. Limb risers shall be of the point-to-point design and shall be constructed of square tubing not less than 3" x 3" x 1/4". Limb risers to serve as protection for the exhaust pipe. Rear sweeps protecting entire cab cooling/heating unit and lights, designed for forestry applications.

- H. Perimeter Guard/Rear Sweep shall be constructed of square tubing not less than 3" x 3" x 1/4" with a minimum of four (4) connecting points to the cab of dozer providing protection to sides of cab and air-conditioning unit on rear of machine. Perimeter Guard/Rear sweeps must pick up where limb risers end at top of cab and continuing on the same plain around the entire cab.

Air-conditioning guard must cover sides, back and bottom of A/C unit on rear of dozer and have a minimum of six (6) connecting points, four (4) to rear sweep and two (2) to the dozer cab without any alterations to the cab itself. A/C guard components must be made of mild steel and any fastening hardware (bolts, nuts, Washers & etc.) must be a minimum of grade 8 hardness. Bottom of the A/C guard must be constructed to allow small debris (1/2" or less) to filter out of the guard and not accumulate. Wire mesh or equivalent for A/C guard must at a minimum match size and weight of existing wire mesh protecting window and door glass. All sheet metal and flat bar used must be at least 1/8" thick. A/C guard must be

detachable from rear sweep to allow access to air-conditioning components without removing rear sweep nor hinder the operation of rear window screen when guard is in place. A/C guard should be constructed so that the amount of light that rear lights give off is minimally impacted. All parts must be primed and a top coat must be a non-glair black.

#### 110.ELECTRICAL SYSTEM

- A. The electrical system shall be 12 or 24 volt, negative ground, and shall meet the requirements of the latest issue of SAE J821. A "24-Volt Electrical System" decal shall be visible inside the cab and in the battery box. Decal letters shall be 3/4" tall minimum with a white background and black border.
- B. The alternator shall have a nominal capacity of at least 90 amps.
- C. Tractor shall be equipped with dual storage batteries (low maintenance design) with a minimum of 165 minutes reserve capacity and 900 CCA each. A manual master electrical disconnect switch shall be provided.
- D. Tractor shall be equipped with eight No RFI LED work lights, minimum 55 watts each, paired as follows: One pair shall be mounted in the grille. One pair shall be mounted overhead facing forward. One pair shall be mounted overhead, facing forward, angled outboard. One pair shall be mounted inside the rear screen, facing rearward. Each pair of lights shall be switched on an independent circuit, with a minimum of 3 separate switches. Switches should be clearly labeled. Each circuit shall be protected by an independent, self-resetting, circuit breaker. All exterior lights must be mounted and guarded so as to withstand highly abusive contact with heavy tree limbs and brush.
- E. The starting system shall be direct, electric.
- F. An electronic monitoring system shall be provided to monitor all internal operating systems. It shall include audible and/or visual alarms for the charging system, hydraulic and transmission filter restriction, engine coolant temperature, engine oil pressure, air cleaner restriction and seat belt. Gauges shall be provided for engine oil pressure and engine coolant temperature. A fuel level gauge shall be provided.
- J. An engine tachometer shall be provided.
- K. A 12-volt power port shall be provided in the operator's compartment. It shall have a capacity of 10 amps minimum.
- L. All wiring, essential to the continued safe operation of the tractor, shall be adequately protected from belly pan fires by fire sleeve (Aeroquip AE-102 or equivalent).
- M. The tractor shall be equipped with a white strobe light system that is visible from all directions and adequately protected by a guard.
- N. A thirty (30)-ampere fused circuit, wired with ten (10)-gauge copper wire, shall be installed. This circuit shall be wired through the master switch and will be used for installation of a two-way radio. The wiring will be terminated with positive and negative lugs, equipped with a safety cover, permanently attached to the inside of the cab on the left side of seat.

#### 120.WEIGHTS AND DIMENSIONS

- A. Operating weight of the base tractor; including blade, but not including a fireplow, shall be 18,500 – 20,000 pounds.
- B. Overall machine height, including grousers, shall be no more than 113".

#### 130. SAFETY ITEMS



- A. The tractor must be equipped with a back alarm, per the latest issue of SAE J994, type A, 112 dB (A).
- B. The tractor must be equipped with a warning horn, per the latest issue of SAE J1105, type J, 117 dB(A).
- C. The service braking, secondary stopping and parking brake systems must meet the requirements of the latest issue of ISO 10265. Hydrostatic drive system must provide dynamic braking. Parking brake must be wet disk.
- D. The tractor shall be equipped with self-cleaning, anti-skid surfaces and hand grips as needed for safely mounting and dismounting the tractor and for all maintenance operations normally performed weekly, per the latest issue of SAE J185. Grab handles for mounting and dismounting shall be provided at each rear corner of the tractor.
- E. The tractor must be equipped with a convex mirror, mounted inside the operator's compartment. It must have a 26 square inch viewing area, minimum.
- F. At least one floorplate in the operator's compartment shall be quick release mounted for instant access without the use of tools for fire suppression in the belly pan. Minimum size of 10" x 10".
- G. The tractor shall be equipped with one five pound, ABC dry chemical fire extinguisher per the requirements of the latest issue of SAE J1212. It shall be securely mounted in the cab and not interfere with operation, visibility or ingress/egress.
- H. The tractor shall be equipped with provisions to prevent unauthorized starting or movement of the machine, per the latest issue of SAE J1083.
- I. The tractor must conform to the latest issue of SAE J1212, Fire Prevention on Forestry Equipment.
- J. Safety signs shall meet the requirements of the latest issue of SAE J115.
- K. Vendor may be required to provide documentation that all specifications listed have been met.
- L. Vendor will provide digital models / geometry of all protection items upon request.

#### 140. PAINT

- A. The exterior of the tractor is to be painted (manufacturer's standard) industrial yellow.
- B. The brush screens and limb risers are to be painted a dark, non-glare color (gray or black).
- C. Interior of the cab is to be painted a non-glare color.
- D. The hood is to be painted a non-glare color (gray or black).
- E. Top of the cab (outside) is to be painted white.

#### 150. WATER SYSTEM

- A. The tractor shall be equipped with a water system for the suppression of "belly pan fires." The system shall include a minimum of twelve (12) gallons water capacity; pre-mix foam capability; an electric pump capable of 5 gpm and 45 psi; and a hand held, pistol grip nozzle with fifteen (15) feet of 3/8" self-storing hose.

## 160.CONDITIONS-

- A. In addition to the equipment specified, the tractor shall be equipped with all standard equipment provided by the manufacturer for commercial or industrial use as specified in literature published by the manufacturer. The tractor shall comply with all federal and state safety regulations and standards.
- B. The supplier shall be responsible for delivering the tractor properly serviced, clean and in first class operating condition. Predelivery service, at a minimum, shall include:
  - 1. Complete lubrication.
  - 2. Check and fill all fluids.
  - 3. Verification of proper engine settings.
  - 4. Adjust tracks to proper tension.
  - 5. Check operation of all functions, gauges and accessories.
  - 6. Clean and remove unnecessary tags, stickers, marks, etc.
- C. Each tractor shall be supplied with one Operator's Manual and one digital copy of the Parts Manual.
- D. Each tractor is to be completely assembled (unless noted otherwise in this specification), including options and attachments: thoroughly tested and ready for operation upon delivery.
- E. The manufacturers warranty must be, at a minimum, twelve (12) months, full coverage. The warranty effective date shall be the date that tractor is put into service. Copies of the warranty and a Manufacturers Certificate of Origin are to be delivered with each invoice.
- F. Tractor Outfitting - All tractor outfitting shall be performed at an authorized facility, approved both by the tractor manufacturer and the Alabama Forestry Commission.
- G. Four hours of operator training shall be provided for each tractor at each location. It shall include operational, service and safety training.

## 170 OPTIONS

- A. Vendor shall quote bid with extended power train warranty for five (5) years or 1500 hours.

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NEW CAT D2 MEETING SPEC  
PURPOSE BUILT LIKE  
WILDLAND  
FIREFIGHTING  
OPERATIONS  
MACHINE

Bid Price: \$ 209,811.00

Nearest Delivery Date: 15-16 WEEKS ARO

Hampson Tractor Co.  
Company

2401 Pinson Valley Hwy.  
Mailing address

Bham, AL 35217

205-283-0128  
phone/fax

Eric Hutcheson  
Representative

[Signature]  
Signature

detachable from rear sweep to allow access to air-conditioning components without removing rear sweep nor hinder the operation of rear window screen when guard is in place. A/C guard should be constructed so that the amount of light that rear lights give off is minimally impacted. All parts must be primed and a top coat must be a non-glair black.

#### 110.ELECTRICAL SYSTEM

- A. The electrical system shall be 12 or 24 volt, negative ground, and shall meet the requirements of the latest issue of SAE J821. A "24-Volt Electrical System" decal shall be visible inside the cab and in the battery box. Decal letters shall be 3/4" tall minimum with a white background and black border.
- B. The alternator shall have a nominal capacity of at least 90 amps.
- C. Tractor shall be equipped with dual storage batteries (low maintenance design) with a minimum of 165 minutes reserve capacity and 900 CCA each. A manual master electrical disconnect switch shall be provided.
- D. Tractor shall be equipped with eight No RFI LED work lights, minimum 55 watts each, paired as follows: One pair shall be mounted in the grille. One pair shall be mounted overhead facing forward. One pair shall be mounted overhead, facing forward, angled outboard. One pair shall be mounted inside the rear screen, facing rearward. Each pair of lights shall be switched on an independent circuit, with a minimum of 3 separate switches. Switches should be clearly labeled. Each circuit shall be protected by an independent, self-resetting, circuit breaker. All exterior lights must be mounted and guarded so as to withstand highly abusive contact with heavy tree limbs and brush.
- E. The starting system shall be direct, electric.
- F. An electronic monitoring system shall be provided to monitor all internal operating systems. It shall include audible and/or visual alarms for the charging system, hydraulic and transmission filter restriction, engine coolant temperature, engine oil pressure, air cleaner restriction and seat belt. Gauges shall be provided for engine oil pressure and engine coolant temperature. A fuel level gauge shall be provided.
- J. An engine tachometer shall be provided.
- K. A 12-volt power port shall be provided in the operator's compartment. It shall have a capacity of 10 amps minimum.
- L. All wiring, essential to the continued safe operation of the tractor, shall be adequately protected from belly pan fires by fire sleeve (Aeroquip AE-102 or equivalent).
- M. The tractor shall be equipped with a white strobe light system that is visible from all directions and adequately protected by a guard.
- N. A thirty (30)-ampere fused circuit, wired with ten (10)-gauge copper wire, shall be installed. This circuit shall be wired through the master switch and will be used for installation of a two-way radio. The wiring will be terminated with positive and negative lugs, equipped with a safety cover, permanently attached to the inside of the cab on the left side of seat.

#### 120.WEIGHTS AND DIMENSIONS

- A. Operating weight of the base tractor; including blade, but not including a fireplow, shall be 18,500 – 20,000 pounds.
- B. Overall machine height, including grousers, shall be no more than 113".

#### 130. SAFETY ITEMS



- A. The tractor must be equipped with a back alarm, per the latest issue of SAE J994, type A, 112 dB (A).
- B. The tractor must be equipped with a warning horn, per the latest issue of SAE J1105, type J, 117 dB(A).
- C. The service braking, secondary stopping and parking brake systems must meet the requirements of the latest issue of ISO 10265. Hydrostatic drive system must provide dynamic braking. Parking brake must be wet disk.
- D. The tractor shall be equipped with self-cleaning, anti-skid surfaces and hand grips as needed for safely mounting and dismounting the tractor and for all maintenance operations normally performed weekly, per the latest issue of SAE J185. Grab handles for mounting and dismounting shall be provided at each rear corner of the tractor.
- E. The tractor must be equipped with a convex mirror, mounted inside the operator's compartment. It must have a 26 square inch viewing area, minimum.
- F. At least one floorplate in the operator's compartment shall be quick release mounted for instant access without the use of tools for fire suppression in the belly pan. Minimum size of 10" x 10".
- G. The tractor shall be equipped with one five pound, ABC dry chemical fire extinguisher per the requirements of the latest issue of SAE J1212. It shall be securely mounted in the cab and not interfere with operation, visibility or ingress/egress.
- H. The tractor shall be equipped with provisions to prevent unauthorized starting or movement of the machine, per the latest issue of SAE J1083.
- I. The tractor must conform to the latest issue of SAE J1212, Fire Prevention on Forestry Equipment.
- J. Safety signs shall meet the requirements of the latest issue of SAE J115.
- K. Vendor may be required to provide documentation that all specifications listed have been met.
- L. Vendor will provide digital models / geometry of all protection items upon request.

#### 140. PAINT

- A. The exterior of the tractor is to be painted (manufacturer's standard) industrial yellow.
- B. The brush screens and limb risers are to be painted a dark, non-glare color (gray or black).
- C. Interior of the cab is to be painted a non-glare color.
- D. The hood is to be painted a non-glare color (gray or black).
- E. Top of the cab (outside) is to be painted white.

#### 150. WATER SYSTEM

- A. The tractor shall be equipped with a water system for the suppression of "belly pan fires." The system shall include a minimum of twelve (12) gallons water capacity; pre-mix foam capability; an electric pump capable of 5 gpm and 45 psi; and a hand held, pistol grip nozzle with fifteen (15) feet of 3/8" self-storing hose.

## SPECIFICATIONS

### ENVIRONMENTAL CAB CRAWLER TRACTOR WITH BLADE, 24"-25" GROUSERS, REAR MOUNTED FIRE PLOW, 92-95 HP, LGP, 19,000 LB CLASS (550K/D4K2)

#### SCOPE

The intent of this specification is to define a crawler tractor for use in Wildland Firefighting Operations. The machine must be purpose built for Wildland Firefighting with all the Fire Protection Sheathing on engine Harness, Fuel lines, and Hydraulic lines installed. The tractor must have the ability to perform drawbar work over long distances in extremely adverse conditions. The tractor must be able to pull a fireplow, heavy disc harrow or bulldoze firelines without overheating or otherwise malfunctioning. Parts and service must be readily available throughout the state of Alabama. The unit must be new, unused and be prepared for service when delivered to the specified location. It shall meet all State and Federal emission standards at time of the delivery.

#### 10. PERFORMANCE

- A. Top speed at full throttle on clear, level ground must be a minimum of 6.0 MPH.
- B. Tractor must be capable of developing and sustaining a minimum of 6800 pounds of sprocket pull at 3.0 MPH.

#### 20. ENGINE

- A. Engine must be a current production crawler tractor engine offered by the manufacturer. Prototype or experimental engines are not acceptable.
- B. Engine must be diesel fueled, turbocharged, four stroke cycle, liquid cooled, minimum 92 HP net, per the latest issue of SAE J1349.
- C. Displacement must be a minimum of 4.4 liters.
- D. Cooling system, Cooling fan must be mounted on the front of the engine, behind the radiator, belt driven and blow air through the radiator away from the operator.
- E. Radiator must be suitable for forestry application. Fins shall be aluminum. Fin spacing shall be no closer than ten (10) fins per inch. Tube arrangement shall be inline. Maximum cooling capacity shall be provided. Cooling system shall be filled with coolant that provides freeze protection to -30 degrees F and maximum corrosion protection.
- F. A turbine type engine air prescreener shall be provided with a perforated guard that serves as a prescreener if air intake is above hood. If air intake is under the hood a vacuum-aspirated or multi-cyclone system shall be used. Air cleaner shall be dry type with safety element. Restriction indicator shall be provided in the operator's compartment.
- G. The turbocharger or particulate filter in the exhaust system shall function as spark arrestor. The exhaust pipe shall be routed so that it is protected between the limb risers and the exhaust air passes above the cab.

Exhaust system shall be weatherproof and protect the engine from rainfall during idle periods.

- H. A severe-duty fuel-water separator with a spin-on replaceable element must be provided. It shall include a water detection system with a warning indicator on the dash.
- I. An electric engine hourmeter shall be provided. It shall be activated when the engine is running.
- J. All coolant hoses shall be protected by a fire and heat protective covering (Aeroquip AE102 or equivalent).
- K. Engine shutoff shall be controlled by an electric solenoid valve. The wiring to the solenoid shall be protected by firesleeve (Aeroquip AE 102 or equivalent).
- L. The cold weather starting aid shall be an electric engine block (coolant) heater, 110 volts. Ether start aid not allowed.
- M. Tractor must be equipped with a foot operated decelerator. It must slow both the engine and/or transmission speeds and be capable of bringing the tractor to a complete stop.
  - . Engine must be equipped with a spin-on, vertical mount oil filter.
- O. Engine must be equipped with a primary fuel filter that is vertically mounted.

### 30. DRIVETRAIN

- A. Transmission shall be dual path hydrostatic drive. Transmission must be capable of full speed direction changes.
- B. Infinitely variable ratios must be available in the hydrostatic drive system.

Hydrostatic transmission must be dual path design. It must feature "load sensing," "anti-stall," and "counter-rotation." The tractor must be capable of variable radius power turns. Turning radius must be consistent even when travel speed is varied.
- C. Steering must be single lever, joystick controlled. The joystick must control forward and reverse motion and must control left and right steering. It must also control counter-rotation. Speed control must be integrated into the joystick.
- D. The hydrostatic transmission must be plumbed with remote diagnostic test ports, conveniently located so as to permit diagnostic procedures without removal of any significant components.
- E. Final drives must be heavy-duty type, double or triple reduction.
- F. A vertical mounted transmission oil filter with a replaceable element shall be provided.
- G. The hydrostatic system can be separate from the hydraulic system, if not a separate system, must have a warning visual/or audible signal to warn of low fluid level. The reservoirs must be made of steel.

### 40. UNDERCARRIAGE

- A. Track gauge shall be 68 - 70".
- B. Track shoes shall be center mounted, single grouser, 24" or 25" width. Maximum width, across the tracks, shall be 93".
- C. Length of track on ground shall be between 86" and 89", producing a minimum ground contact area of 4128 square inches and 4425 respectively. Each track shall have a minimum of six (6) track rollers.
- D. Ground pressure of the base machine, including blade but no options, based on the specifications listed in items A, B and C shall not exceed 5.4 psi.
- E. Track adjusters shall be hydraulic with covers over grease points to

prevent inadvertent tightening. Recoil springs shall be covered. Recoil springs shall be heavy-duty versions, suitable for the maximum operating weight of the tractor and the operating conditions. Recoil system shall be equipped with over-pressure protection (relief valves in hydraulic track adjusters).

- F. Each track shall have a minimum of one (1) carrier roller.
- G. Track chain shall be sealed and lubricated, equipped with split master link.
- H. Rollers & idlers shall be provided with lifetime lubrication.
- I. The roller frame suspension shall be rigid.
- J. Tracks shall have front and rear guides and have "full-length rock guards".
- K. All undercarriage components, including roller frames, idlers, rails, sprockets, rollers, and shoes shall be heavy duty type, capable of continuous use per the defined application. The manufacturer shall provide the most heavy-duty OEM undercarriage components available. Chain pitch to be a minimum of 171mm.
- L. Six track shoes, evenly spaced around the track chain, shall be equipped with "key slots," for the insertion and retention of  $Y_i$  chain. Key slots shall accept and retain  $3/8$ " &  $Y_i$ " chain for the purpose of self-rescue of a "stuck" tractor.

## 50..CHASSIS

- A. Radiator grille must be rated for extreme service in forestry application. A louvered or perforated, quick release, extreme-service grille must be provided.
- B. Engine side shields shall be hinged and/or quick release mounted. The engine compartment must be instantly accessible (both sides) without the use of tools. The engine compartment side shields shall be perforated to the maximum extent offered by the manufacturer. Perforations in the hood should be those of the manufacturer and should not be altered.
- C. A fuel tank shutoff valve shall be located within reach of the seated operator and must be operable without the use of tools. Fuel tank will be constructed of metal and the capacity shall be 50 gallons, minimum.
- D. A fuel tank drain must be provided and protected from brush damage. It must be reasonably accessible with the use of tools, but without having to remove any major components.
- E. Primary fuel lines must be metal or stainless steel braided fuel lines or lines must be covered with fire resistant sheathing, Aeorquip AE102, or equivalent. Hose connections shall be threaded with SAE or flat face o-ring connectors where possible.
- H. A manual or electric fuel-priming pump must be provided.
- I. Tractor must be equipped with a full length, extreme service bottom guard. Bottom guard must protect fuel components on the bottom of the tractor. Bottom guard thickness shall be no less than  $1/2$ ". The bottom guard must include a bolt-on access hatch located at the lowest part of the guard for flushing out debris.
- H. The tractor must be equipped with a closed eye, front tow hook and two tow hooks (closed eye or D ring) on rear of tractor located on each side of the fire plow mount.



- I. Tractor must be equipped with a vandalism protection group. Fill points shall be lockable. Padlocks are not required.
- J. Two tie down rings shall be furnished on each roller frame. Rings shall be sized to meet federal transportation safety regulations and be located to minimize exposure to damage.
- K. Ground clearance shall be a minimum of 13.0" as defined by the latest issue of SAE J1234.
- L. A toolbox for hand tools (simple mechanic set) must be provided inside cab.
- M. Tool box will be rear mounted and have a sloped top and will not interfere with operations of a Fire Plow. Mounts must be provided for drip torch, and chain. Provision must be included to mount and safely carry an axe, rake and shovel.
- N. Access to the engine compartment for service of the dipstick, oil fill, radiator cap and air cleaner shall be conveniently operated without the use of tools.

#### 60. HYDRAULIC SYSTEM

- A. Hydraulic pump shall be gear type with a minimum flow rate of 15 gpm. System pressure shall be 2800 - 3000 psi.
- B. Blade controls shall be on a single T-bar" control (lift, angle and tilt). Blade lift valve section shall include a float position.
- C. An auxiliary hydraulic (4th) circuit shall be provided for the rear-mounted fireplow. A separate lever and valve section shall be included. The circuit shall be equipped with a float position (lever forward) and two relief valves. The circuit shall connect to the plow via 1/2" breakaway couplers per the latest issue of SAE J1036. The couplers shall be located according to the latest issue of SAE J716. If tractor is equipped with a hydraulically converted v-blade or a hydraulic winch, a fifth valve section (5th circuit) with relief valves must be included for operation of the v-blade circuit. No diverter valve allowed.
- D. Hydraulic tank will be constructed of steel. All hydraulic tubing shall be prepainted or treated to prevent corrosion. It shall be securely mounted and protected to prevent damage and chafing.
- E. Hydraulic hoses in the engine compartment or belly within 12" of the bottom guards must be covered with fire resistant sheathing, Aeorquip AE102, or equivalent.
- F. Lift and angle cylinders must have steel guards.
- G. All hoses routed to the blade, and all exposed hydraulic fittings must be adequately guarded for the intended application. Exposed hoses must be covered with cordura protective sleeving or equivalent.
- H. The hydraulic system shall be equipped with a vertical mount oil filter.

#### 70. DOZER BLADE

- A. Dozer blade shall be mounted on an inside mounted, all hydraulic C-frame. Power lift, angle and tilt functions shall be provided. C-frame shall be "heavy duty" rated; suitable for the intended application.
- B. Dozer blade shall be 104"-106" width. No modifications will be made to the width of the blade.

- C. Moldboard shall be equipped with bolt-on, replaceable, reversible end bits and cutting edges.
- D. Dozer blade shall be equipped with a full width brush guard, 15-18" high. The brush guard must be a tubular structure with the main structural elements consisting of 2" x 4" x 3/16" rectangular tubing and the interior vertical members consisting of 1h" x 2" flat-bar or 0.25" laser cut and formed plate with 'h" reinforcements on the back side. There shall be a minimum of six (6) vertical flat bars.
- E. No alterations are to be made to blade other than addition of brush guard.

#### 80. DRAWBAR

Drawbar not required.

#### 90. FIREFLOW

Fireflow shall be rear mounted. Coulter shall be 24" diameter. Turning discs (2) shall be 26" diameter with heavy duty four bolt bearing boxes . A middle buster shall be included. Down pressure shall be transmitted via a spring rod. Plow shall be equipped with a safety latch to hold the plow in the raised position. A latch release shall be provided that is operable from the cab. It shall be capable of disabling the plow safety latch operation.

#### 100.ROPS CANOPY & OPERATOR PROTECTION

##### A. Enclosed Cab

The operator's station shall be a fully enclosed, sound suppressed, ROPS cab. It shall be heated, air conditioned and pressurized. The Roll Over Protective Structure (ROPS) and Falling Object Protective Structure (FOPS) shall meet the requirements of the latest issues OSHA 1910.266 and of SAE J1040 and J231, and be fully certified.

##### B. Windows

The windows shall be tempered safety glass, tinted 30%. It shall be heat resistant to 550 degrees F. The window glass shall be mounted in such a manner that the window glass will remain in place in the event of softening or melting of the window molding during a burnover occurrence. All windows shall be protected by protective screens meeting the requirements of ISO 8084. The screens shall be painted a dark, non-glare color. Protective screens shall be hinged to permit access (without tools) for window cleaning. Side screens are to be quick released, inside or outside operated, for an emergency exit.

##### C. Operator Access

The operator's compartment shall have left side and right side access doors. Operator compartment access must meet the requirements of ISO 8084. The windows must be capable of being secured in the open position to allow for natural cross flow ventilation. The doors of the operator's compartment shall be lockable to prevent unauthorized entry and operation of the machine.

D. Seat and Seat Belt

The operator's seat shall be a deluxe, full suspension seat with cloth cover. The seat belt shall be three inches (3") wide and retractable. The seat belt shall meet the requirements of SAE J386.

E. Window Wipers and Washers

The cab windows, front, rear, and doors; shall be equipped with windshield wipers and washers. The washer reservoir shall have a minimum water capacity of one-half (1/2) gallon.

F. Environmental Cab Cooling, Heating and Pressurizing System

The operator's cab shall be cooled with an air conditioning system capable of 24,000 Btu/hr. The air conditioning system shall be R-134a compliant. The condensing unit shall be mounted on the rear of the cab and be equipped with a guard having a minimum thickness of 1/2" that provides the maximum protection against damage from trees, tree limbs and brush.

The pressurization system shall deliver air to the operator's compartment that has been filtered through a spark-arresting screen, a high efficiency particulate element (HEPA) and through an activated carbon element. The particulate media shall have an efficiency rating of 93 DOP at 0.5 micron. The media material shall be fiberglass. The activated carbon element(s) shall have an "Activity Rating" of 60, minimum. Any externally mounted filters shall be protected from brush damage. The pressurizer fan shall be rated at 400 CFM, minimum. Vendor will provide six additional HEPA filters and six additional carbon filters.

The heater/defroster shall have a minimum capacity of 18,000 Btu/hr. The heating/cooling/pressurizing system shall conform to the requirements of SAE J1503/J1535D.

An independent defroster fan shall be provided to defog the windows at any time, whether the system is being used for cooling or heating.

- G. Limb risers shall be of the point-to-point design and shall be constructed of square tubing not less than 3" x 3" x 1/4". Limb risers to serve as protection for the exhaust pipe. Rear sweeps protecting entire cab cooling/heating unit and lights, designed for forestry applications.

- H. Perimeter Guard/Rear Sweep shall be constructed of square tubing not less than 3" x 3" x 1/4" with a minimum of four (4) connecting points to the cab of dozer providing protection to sides of cab and air-conditioning unit on rear of machine. Perimeter Guard/Rear sweeps must pick up where limb risers end at top of cab and continuing on the same plain around the entire cab.

Air-conditioning guard must cover sides, back and bottom of A/C unit on rear of dozer and have a minimum of six (6) connecting points, four (4) to rear sweep and two (2) to the dozer cab without any alterations to the cab itself. A/C guard components must be made of mild steel and any fastening hardware (bolts, nuts, Washers & etc.) must be a minimum of grade 8 hardness. Bottom of the A/C guard must be constructed to allow small debris (1/2" or less) to filter out of the guard and not accumulate. Wire mesh or equivalent for A/C guard must at a minimum match size and weight of existing wire mesh protecting window and door glass. All sheet metal and flat bar used must be at least 1/8" thick. A/C guard must be

## 160.CONDITIONS-

- A. In addition to the equipment specified, the tractor shall be equipped with all standard equipment provided by the manufacturer for commercial or industrial use as specified in literature published by the manufacturer. The tractor shall comply with all federal and state safety regulations and standards.
- B. The supplier shall be responsible for delivering the tractor properly serviced, clean and in first class operating condition. Predelivery service, at a minimum, shall include:
  - 1. Complete lubrication.
  - 2. Check and fill all fluids.
  - 3. Verification of proper engine settings.
  - 4. Adjust tracks to proper tension.
  - 5. Check operation of all functions, gauges and accessories.
  - 6. Clean and remove unnecessary tags, stickers, marks, etc.
- C. Each tractor shall be supplied with one Operator's Manual and one digital copy of the Parts Manual.
- D. Each tractor is to be completely assembled (unless noted otherwise in this specification), including options and attachments: thoroughly tested and ready for operation upon delivery.
- E. The manufacturer's warranty must be, at a minimum, twelve (12) months, full coverage. The warranty effective date shall be the date that tractor is put into service. Copies of the warranty and a Manufacturer's Certificate of Origin are to be delivered with each invoice.
- F. Tractor Outfitting - All tractor outfitting shall be performed at an authorized facility, approved both by the tractor manufacturer and the Alabama Forestry Commission.
- G. Four hours of operator training shall be provided for each tractor at each location. It shall include operational, service and safety training.

## 170.OPTIONS

- A. Vendor shall quote bid with extended power train warranty for five (5) years or 1500 hours.



**INVITATION TO BIDDERS**

The Cullman County Commission will be receiving bids until 2:00 p.m., Thursday, April 15, 2021, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for hauling aggregate, asphalt, and other various materials for the Cullman County Road Dept. and various municipalities in Cullman County. At this time sealed bids will be publicly opened and read aloud.

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

The award of this bid will be made by the Cullman County Commission on behalf of all indicated governmental entities.

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

**BID PROPOSAL FOR HAULING COMMERCIAL AGGREGATE AND OTHER MATERIAL**

**BID PRICE FOR HAULING PER TON & LOOSE TRUCK BED MEASURE(YD<sup>3</sup>)  
YD<sup>3</sup> WILL BASED ON BED MANUFACTURERS I.D. PLATES**

**Miles Round Trip:**

| <u>0-25</u>                                   | <u>25-50</u>                                   | <u>50-75</u>                                   | <u>75-100</u>                                  |
|---|--|--|--|
| \$ <u>6.<sup>00</sup></u> per ton             | \$ <u>12.<sup>00</sup></u> per ton             | \$ <u>14.<sup>00</sup></u> per ton             | \$ <u>18.<sup>00</sup></u> per ton             |
| \$ <u>6.<sup>00</sup></u> per yd <sup>3</sup> | \$ <u>12.<sup>00</sup></u> per yd <sup>3</sup> | \$ <u>14.<sup>00</sup></u> per yd <sup>3</sup> | \$ <u>18.<sup>00</sup></u> per yd <sup>3</sup> |

**BID PROPOSAL FOR HAULING COMMERCIAL ASPHALT MATERIAL PER TON**

|                                   |                                    |                                    |                                    |
|-----------------------------------|------------------------------------|------------------------------------|------------------------------------|
| \$ <u>8.<sup>00</sup></u> per ton | \$ <u>14.<sup>00</sup></u> per ton | \$ <u>16.<sup>00</sup></u> per ton | \$ <u>20.<sup>00</sup></u> per ton |
|-----------------------------------|------------------------------------|------------------------------------|------------------------------------|

GOOD HOPE CONTRACTING Co., INC. (256)734-7735/(256)734-0522  
Company Phone/Fax

3280 Co. Rd. 437  
Mailing Address

MALCOLM DOUGLAS  
Representative

CULLMAN, AL 35057

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**Miles Round Trip:**

| <u>0-25</u>                        | <u>25-50</u>                        | <u>50-75</u>                        | <u>75-100</u>                       |
|------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| \$ <u>6.00</u> per ton             | \$ <u>9.00</u> per ton              | \$ <u>15.50</u> per ton             | \$ <u>20.00</u> per ton             |
| \$ <u>7.70</u> per yd <sup>3</sup> | \$ <u>12.50</u> per yd <sup>3</sup> | \$ <u>18.70</u> per yd <sup>3</sup> | \$ <u>20.50</u> per yd <sup>3</sup> |

**BID PROPOSAL FOR HAULING COMMERICAL ASPHALT MATERIAL PER TON**

|                        |                         |                         |                         |
|------------------------|-------------------------|-------------------------|-------------------------|
| \$ <u>7.00</u> per ton | \$ <u>10.25</u> per ton | \$ <u>16.50</u> per ton | \$ <u>21.00</u> per ton |
|------------------------|-------------------------|-------------------------|-------------------------|

**Carroll & G Construction, LLC**

Company

31 County Road 240

Mailing Address

Hanceville, AL 35077

(256) 736-5556

Phone/Fax (256) 736-5556

Representative

