

CULLMAN COUNTY COMMISSION MEETING
June 15, 2021

CALL TO ORDER AND WELCOME GUESTS

Chairman Clemons called the Meeting at 6:00 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. Tommy Graves gave the invocation. Airport Manager Ben Harrison led the Pledge of Allegiance.

APPROVE THE MINUTES OF THE MAY 18, 2021, MEETING AND JUNE 1, 2021 SPECIAL 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 May 18, 2021, Meeting and June 1, 2021, Special 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

Phyllis Little, EMA Director, addressed the Commission and stated the American Signal Mass Notification System sent us a webpage, and we are in the process of reformatting the webpage to provide more clarification for our citizens. Citizens can get alerts from EMA, County Commission, and other departments throughout the County. If our municipalities opt to use this system, they can send out notifications as well. Citizens can choose to receive the notifications 24-hours a day, 7-days a week, or from 6:00 a.m. -11:00 p.m. daily.

NEW BUSINESS

Ratify City of Cullman abatement for Goat Island Brewing, LLC by Cullman City Economic Development Agency in the amount of \$39,690.00

Stanley Kennedy, Project Manager with the Cullman City Economic Development Agency, stated Goat Island Brewing, LLC is increasing capacity at their facility. They will hire five new employees. The total investment is \$659,000.00. The total abatement value is \$39,690.00. From this investment, the total education tax revenue is \$35,583.00. The average wage will be \$20.00 an hour. Commissioner Watson made a motion to Ratify City of Cullman abatement for Goat Island Brewing, LLC by Cullman City Economic Development Agency in the amount of \$39,690.00. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

Ratify City of Cullman abatement for Aegis Fence Company by Cullman City Economic Development Agency in the amount of \$84,825.00

Stanley Kennedy, Project Manager with the Cullman City Economic Development Agency, stated that Aegis Fence Company is producing its own fence products. The total investment is \$1,390,000.00. This abatement will produce 15-20 new jobs and save the company \$84,825.00. The total education tax

revenues for our area schools are \$74,785.00. Commissioner Marchman made a motion to ratify City of Cullman abatement for Aegis Fence Company by Cullman City Economic Development Agency in the amount of \$84,825.00. Commissioner Watson seconded. The vote passed upon a unanimous voice vote.

Ratify City of Cullman abatement for J.E. Lortie, Inc by Cullman City Economic Development Agency in the amount of \$23,400.00

Stanley Kennedy, Project Manager with the Cullman City Economic Development Agency, stated J.E. Lortie is going to invest in some new equipment, which will lead to 25 new jobs. The total investment is \$408,170.00. The total tax abated is \$23,400.00. The total education tax revenue is \$22,327.00. Commissioner Watson made a motion to ratify City of Cullman abatement for J.E. Lortie, Inc by Cullman City Economic Development Agency in the amount of \$23,400.00. Commissioner Marchman seconded. Upon a unanimous voice vote, the motion carried.

Proclamation: Alabama Historic Colony Cemetery

Commissioner Marchman made a motion to approve the Proclamation: Alabama Historic Colony Cemetery. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Recognition: Teresa Givens retiring after 17 years of service with CARTS

Chairman Clemons stated, " Thank you for your service." Commissioner Watson made a motion to approve the Recognition: Teresa Givens retiring after 17 years of service with CARTS. Commissioner Marchman seconded, and the motion passed on a unanimous voice vote.

Ratify insolvents, errors, and taxes in litigation for 2020 and uncollected insolvents and taxes in litigation for previous years for Cullman County Revenue Office and authorize Chairman to sign

Emily Johnston, County Attorney, advised this report must be approved annually. This report is the final accounting of taxes following the annual land tax sale. Commissioner Marchman made a motion to ratify insolvents, errors, and taxes in litigation for 2020 and uncollected insolvents and taxes in litigation for previous years for Cullman County Revenue Office and authorize Chairman to sign. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Resolution: 2021-21: Consider TVA to purchase supplemental easement for install and use of fiber optic on two parcels and authorize Chairman to sign related paperwork

John Bullard, County Administrator, addressed the Commission and stated this request is from the Tennessee Valley Authority. We have two parcels of land that they already have easements on, but they need an additional easement for the installation of fiber optics. Commissioner Watson made a motion to approve Resolution: 2021-21: Consider TVA to purchase a supplemental easement for install and use of fiber optic on two parcels and authorize Chairman to sign related paperwork. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

Resolution 2021-22: Making speed limit to 15 mph on County Road 1301

Bryan Cheatwood, County Engineer, advised this resolution is for the section of road east of Eva Road. Based upon inspection, the recommendation is to set the speed limit to 15 mph at all times. Commissioner Marchman made a motion to approve Resolution 2021-22: Making speed limit to 15 mph on County Road 1301. Commissioner Watson seconded. Upon a unanimous voice vote, the motion carried.

Resolution 2021-23-To Condemn Property for avigation easements for flight safety at the Cullman Regional Airport and authorize Chairman Clemons to sign

Ben Harrison, Airport Manager, stated these are easements that are above property. We do not need all the property. We just need an easement above the property in the airspace to be able to remove all obstructions inside the airspace. Commissioner Watson made a motion to approve Resolution 2021-23-To Condemn Property for avigation easements for flight safety at the Cullman Regional Airport and authorize Chairman Clemons to sign. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

Resolution 2021-24: CDBG Competitive Grant from ADECA's Community Development Block Grant Program to reconstruct and resurface County Road 18 and authorize Chairman Clemons to sign all related documents

Bradley Williams, Cullman County Economic Development Director, advised this resolution is a CDBG Grant giving authorization to apply for a grant to resurface and repave County Road 18. We are applying for a \$400,000.00 grant and the Cullman County Commission will provide a local cash match of \$300,000.00 in support of this project. We will be using CRAF funds that have not been used for our match.

Commissioner Marchman made a motion to approve Resolution 2021-24: CDBG Competitive Grant from ADECA's Community Development Block Grant Program to reconstruct and resurface County Road 18 and authorize Chairman Clemons to sign all related documents. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Public Hearing-CARTS Operations for FY 2022

Joyce Echols, CARTS Director, took the floor for the CARTS Public Hearing. She explained that CARTS was applying to ALDOT for administrative, operational, and capital grants through CARES Act/Section 5311 of the Federal Transit Laws. This grants will provide financial assistance for public transportation services for the citizens of Cullman County. CARTS provides over 80,000 trips per year. The budget figures are as follows: Operations Budget is \$1,630,800.00 with Federal Funds covering \$1,580,800.00. Fares taken in will cover \$50,000.00. Local Match \$0.00. Administrative Budget is \$701,300.00. Federal Funds will cover \$561,040.00 and the Local Match is \$140,260.00. The Capital Budget is \$1,352,400.00 with Federal Funds covering \$1,217,160.00 and the Local Match is \$135,240.00. Total budget \$3,684,500.00. Federal Funds contributed to the budget are \$3,359,000.00, Fares cover \$50,000.00 and the Local Match is \$275,500.00. For the Capital Budget, there will be fourteen buses replaced. The floor was opened for questions or comments from the Commission or the Public.

Commissioner Watson made a motion to approve Public Hearing-CARTS Operations for FY 2022. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

Resolution 2021-25: Authorizing Local Matching funds for CARTS FY 2022 and authorize Chairman Clemons to sign related documents

Commissioner Marchman made a motion to approve Resolution 2021-25: Authorizing Local Matching funds for CARTS FY 2022 and authorize Chairman Clemons to sign related documents. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Resolution 2021-26: Authorize the filing of 5311 grant application and authorize Chairman Clemons to sign all related documents

Commissioner Watson made a motion to approve Resolution 2021-26: Authorize the filing of 5311 grant application and authorize Chairman Clemons to sign all related documents. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

Resolution 2021-27- Authorize the filing of the CARES Act grant application and authorize Clemons to sign all related documents

Commissioner Marchman made a motion to approve Resolution 2021-27- Authorize the filing of the CARES Act grant application and authorize Clemons to sign all related documents. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Authorize Chairman Clemons to sign monthly service plan for ADS security upgrade at the Cullman County Water Department Shop(Installation \$3,327.50 /monthly-\$32.35)

Commissioner Watson made a motion to Authorize Chairman Clemons to sign a monthly service plan for ADS security upgrade at the Cullman County Water Department Shop(Installation \$3,327.50 /monthly-\$32.35). Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

Consider low bid and award contract based on recommendation from GMC Engineers to Wiregrass Construction Company, Inc pending FAA grant offer for the Cullman Regional Airport runway

Ben Harrison, Airport Manager, advised this is the grant for the rehabilitation and rebuild project for the airport runway. Once the lowest bid is awarded to Wiregrass Construction Company Inc, we can move forward with the Cullman Regional Airport runway project. Commissioner Marchman approved the low bid and award contract based on recommendation from GMC Engineers to Wiregrass Construction Company, Inc pending FAA grant offer for the Cullman Regional Airport runway. Commissioner Watson seconded. Upon a unanimous voice vote, the motion carried.

Consider approval of the access plan for County Roads associated with the Rock the South Event

Nathan Anderson with Rock the South addressed some of the traffic and safety issues that were associated with Rock the South in year 2019 and the improvements for this year. He detailed some traffic flow patterns and pedestrian trails to be used by event goers this year. Commissioner Watson made a motion to approve the access plan for County Roads associated with the Rock the South Event. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

Consider allowing the Town of Berlin to participate in the County's joint bid program

Bryan Cheatwood, County Engineer, stated Berlin had received some grants to resurface some roadways within their municipality. The town of Berlin would like to participate in the county bid program. Commissioner Marchman made a motion to approve the Town of Berlin to participate in the County's joint bid program. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Consider amended budget for Airport for fiber optic cable and camera system in the amount of \$30,500

Ben Harrison, Airport Manager, advised the security system involving cameras and fiber optic cables need to be upgraded at the airport. The \$30,500.00 is the County's portion. The total amount is around \$61,000.00 to be split with the City of Cullman. Commissioner Watson made a motion to amend the budget for Airport for fiber optic cable and camera system in the amount of \$30,500. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

Consider appointing Chairman Clemons to the Cullman County Tourism Bureau

Commissioner Marchman made a motion to appoint Chairman Clemons to the Cullman County Tourism Bureau. Commissioner Watson seconded. Upon a unanimous voice vote, the motion carried.

Consider appointing Travis Kress to the Cullman County Tourism Bureau

Commissioner Watson made a motion to appoint Travis Kress to the Cullman County Tourism Bureau. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

Consider surplus of office equipment to be sold on GovDeals

- Metal file cabinets-qty 20
- Office chairs-qty 20
- Rapiscan(1498)-qty 1
- Wooden desk-qty 2
- Miscellaneous cabinets-qty 3
- Wet Vac-qty 1
- Floor scrubbers-qty 6
- Vacuum Cleaners-qty 2
- Miscellaneous tables, bookshelves, and desk-qty 8

Commissioner Marchman made a motion to approve the surplus of office equipment to be sold on GovDeals

- Metal file cabinets-qty 20
- Office chairs-qty 20
- Rapiscan(1498)-qty 1
- Wooden desk-qty 2
- Miscellaneous cabinets-qty 3
- Wet Vac-qty 1
- Floor scrubbers-qty 6
- Vacuum Cleaners-qty 2
- Miscellaneous tables, bookshelves, and desk-qty 8.

Commissioner Watson seconded, and the motion passed upon a unanimous voice vote.

Consider approval to purchase Sensus drive by read system(to include transceiver box or reading system, antenna, and laptop) in the amount of \$14,138.90 for the Cullman County Water Department and authorize Chairman to sign related documents

Commissioner Watson made a motion to approve the purchase Sensus drive by read system(to include transceiver box or reading system, antenna, and laptop) in the amount of \$14,138.90 for the Cullman County Water Department and authorize Chairman to sign related documents. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

Consider participation in the ACCA's investing Alabama Counties Programs

Jon Bullard, County Administrator, stated based on the discussion in the work session, I would request to postpone this item. for further investigation. If necessary, we can come back with a Special Called Meeting. Commissioner Marchman made a motion to postpone the participation in the ACCA's investing Alabama Counties Programs. Commissioner Watson seconded. Upon a unanimous voice vote, the motion carried.

Consider change in Employee Handbook regarding political action of county employees

Emily Johnston, County Attorney, advised a local law in the books regarding the political action of county employees that conflicts with State law. The request was made to update the Cullman County Commission Employee Handbook. Commissioner Watson made a motion to approve the change in Employee Handbook regarding political action of county employees. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

Consider charging fees related to Request for Public Records

Emily Johnston, County Attorney, stated by statute, the Commission can charge a fee to produce records requested by the public. Commissioner Marchman made a motion to approve charging fees related to Request for Public Records. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Consider approval of \$50,000 payment to the Cullman County Cemetery Board for purchase of Memory Gardens Cemetery in accordance with criteria set out Alabama Code Section 45-22-30

Emily Johnston, County Attorney, addressed the Commission and stated this is a local law passed regarding a purchase of a for-profit neglected cemetery. The Cullman County Cemetery Board has found a cemetery that is in need, and the board would like to purchase the cemetery. Commissioner Watson made a motion to approve the \$50,000 payment to the Cullman County Cemetery Board for purchase of Memory Gardens Cemetery in accordance with criteria set out Alabama Code Section 45-22-30. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

Consider moving the Work Session to 4:00 p.m. starting July 20, 2021

Commissioner Marchman made a motion to approve moving the Work Session to 4:00 p.m. starting July 20, 2021. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Consider Cullman Regional Medical Center use of the south parking lot of the Courthouse on June 17th, June 24th, July 1st, July 8th, July 15th, July 22nd, and July 29th, 2021, from 9:00 a.m.-4:00 p.m. to offer free COVID vaccines to the community

Commissioner Watson made a motion to approve Cullman Regional Medical Center use of the south parking lot of the Courthouse on June 17th, June 24th, July 1st, July 8th, July 15th, July 22nd, and July 29th, 2021, from 9:00 a.m.-4:00 p.m. to offer free COVID vaccines to the community. Commissioner Marchman seconded. Upon a unanimous voice vote, the motion carried.

Consider designating Dr. James Thomas office located at 1908 Cherokee Ave SW, Cullman, AL 35055 as the collection site for Drug and Alcohol Testing

John Tucker, Safety Director, advised this item is regarding our drug and alcohol policy. Specifically, section VII-N in our Cullman County Commission Employee Handbook. Paragraph 14 states that the Cullman County Commission will designate a collection site in a reasonably accessible location. Commissioner Watson made a motion to approve designating Dr. James Thomas's office located at 1908 Cherokee Ave SW, Cullman, AL 35055 as the collection site for Drug and Alcohol Testing. Chairman Clemons seconded. Commissioner Marchman made no comment. The vote passed on a unanimous voice vote.

Approve 2015-2016 water revenue warrants refinance- Series 2021 warrants

Lee Birchall with Bradley Arant Boult Cummings, LLP notified the Commission that the County and the Water Department would save a total of \$330,000.00 which will be between \$35,000.00-\$40,000.00 a year in cash flow to the Cullman County Water Department. The Water Department received an A rating from S&P, which shows a real good indication of the operation, management, and overall quality of the system. Interest rates(including all cost) will be about 1.5%. Commissioner Watson made a motion to approve 2015-2016 water revenue warrants refinance- Series 2021 warrants. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

Proposed plat Oakview Subdivision, a minor subdivision containing 5 lots located on County Road 1435 in District 3

Bryan Cheatwood, County Engineer, recommended the approval of the proposed plat. Commissioner Marchman made a motion to approve the Proposed plat Oakview Subdivision, a minor subdivision containing 5 lots located on County Road 1435 in District 3. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Proposed plat Magnolia Ridge, a major subdivision containing 9 lots off County Road 71 in District 2

Bryan Cheatwood, County Engineer, recommended the approval of the proposed plat. Commissioner Watson made a motion to approve the Proposed plat Magnolia Ridge, a major subdivision containing 9 lots off County Road 71 in District 2. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

Proposed plat Serenity Pointe, a minor subdivision containing 8 lots located off County Road 338 in District 2

Bryan Cheatwood, County Engineer, recommended the approval of the proposed plat. Commissioner Marchman made a motion to approve the Proposed plat Serenity Pointe, a minor subdivision containing 8 lots located off County Road 338 in District 2. Commissioner Watson seconded. Upon a unanimous voice vote, the motion carried.

Award Bid #1349: Lease of two New Rubber Tired Excavators to Warrior Tractor

Bryan Cheatwood, County Engineer, recommended the approval of the lowest bid to Warrior Tractor. Commissioner Watson made a motion to Award Bid #1349: Lease of two New Rubber Tired Excavators to Warrior Tractor. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

Rescind Bid #1354: One used Roadbed Processor awarded to 4M Iron LLC on June 1, 2021, contingent upon inspection. The equipment did not pass inspection. Award bid to Scott's Excavating & Hauling Inc., the second lowest bidder

Bryan Cheatwood, County Engineer, recommended to award bid to Scott's Excavating & Hauling Inc. Commissioner Marchman made a motion to Rescind Bid #1354: One used Roadbed Processor awarded to 4M Iron LLC on June 1, 2021, contingent on inspection. The equipment did not pass inspection. Award bid to Scott's Excavating & Hauling Inc., the second lowest bidder. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Award Bid #1350: Lawn care and maintenance at various county locations

John Bullard, County Administrator, advised only one bid was received. Under state law, if one bid is received, you can reject the bid and negotiate with the sole bidder. If the negotiations do not produce a reasonable amount, we could still rebid later. Mr. Bullard made a request to have a motion to reject this bid and negotiate with the sole bidder. Commissioner Watson made a motion to approve Item KK. And reject Bid #1350: Lawn care and maintenance at various county locations and negotiate with the sole bidder. Chairman Clemons seconded. Commissioner Marchman made no comment. Upon a unanimous voice vote, the motion carried.

WORK SESSION

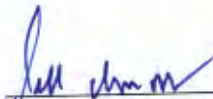
Chairman Clemons announced the next Commission Work Session will be Tuesday, July 20, 2021, at 4:00 p.m. in the Commission Meeting Room

NEXT REGULAR COMMISSION MEETING TUESDAY, JULY 20, 2021

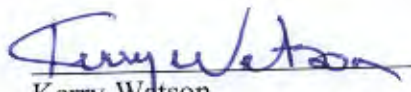
Chairman Clemons announced the next Commission Meeting will be Tuesday, July 20, 2021, at 6:00 p.m. in the Commission Meeting Room

ADJOURN THE MEETING

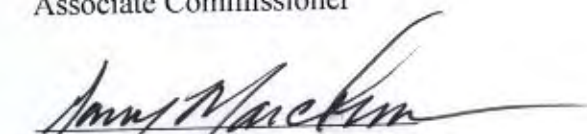
Commissioner Marchman made a motion to Adjourn.
Commissioner Watson seconded. Meeting was adjourned at 6:50 p.m.



Jeff Clemons,
Chairman



Kerry Watson,
Associate Commissioner



Garry Marchman,
Associate Commissioner

CULLMAN COUNTY COMMISSION AGENDA
June 15, 2021

1. Call to order and welcome guests
2. Call of Roll to Establish Quorum, Invocation and Pledge of Allegiance
3. Approve the minutes of the May 18, 2021, Meeting and June 1, 2021, Special Meeting, appropriations, expenditures, personnel actions, payroll, and requisitions and approve all journal entries to be posted
4. Public Comments/Updates

5. NEW BUSINESS

- A. Ratify City of Cullman abatement for Goat Island Brewing, LLC by Cullman City Economic Development Agency in the amount of \$39,690.00
- B. Ratify City of Cullman abatement for Aegis Fence Company by Cullman City Economic Development Agency in the amount of \$84,825.00
- C. Ratify City of Cullman abatement for J.E. Lortie, Inc by Cullman City Economic Development Agency in the amount of \$23,400.00
- D. Proclamation: Alabama Historic Colony Cemetery
- E. Recognition: Teresa Givens retiring after 17 years of service with CARTS
- F. Ratify insolvents, errors, and taxes in litigation for 2020 and uncollected insolvents and taxes in litigation for pervious years for Cullman County Revenue Office and authorize Chairman to sign
- G. Resolution: 2021-21: Consider TVA to purchase supplemental easement for install and use of fiber optic on two parcels and authorize Chairman to sign related paperwork
- H. Resolution 2021-22: Making speed limit to 15 mph on County Road 1301
- I. Resolution 2021-23-To Condemn Property for avigation easements for flight safety at the Cullman Regional Airport and authorize Chairman Clemons to sign
- J. Resolution 2021-24: CDBG Competitive Grant from ADECA's Community Development Block Grant Program to reconstruct and resurface County Road 18 and authorize Chairman Clemons to sign all related documents
- K. Resolution 2021-25: Authorizing Local Matching funds for CARTS FY 2022 and authorize Chairman Clemons to sign related documents

- L. Resolution 2021-26: Authorize the filing of 5311 grant application and authorize Chairman Clemons to sign all related documents
- M. Resolution 2021-27- Authorize the filing of the CARES Act grant application and authorize Clemons to sign all related documents
- N. Public Hearing-CARTS Operations for FY 2022
- O. Authorize Chairman Clemons to sign monthly service plan for ADS security upgrade at the Cullman County Water Department Shop(Installation-\$3,327.50 /monthly-\$32.35)
- P. Consider low bid and award contract based on recommendation from GMC Engineers to Wiregrass Construction Company, Inc pending FAA grant offer for the Cullman Regional Airport runway
- Q. Consider approval of the access plan for County Roads associated with the Rock the South Event
- R. Consider allowing the Town of Berlin to participate in the County's joint bid program
- S. Consider amended budget for Airport for fiber optic cable and camera system in the amount of \$30,500
- T. Consider appointing Chairman Clemons to the Cullman County Tourism Bureau
- U. Consider appointing Travis Kress to the Cullman County Tourism Bureau
- V. Consider surplus of office equipment to be sold on GovDeals
- Metal file cabinets-qty 20
 - Office chairs-qty 20
 - Rapiscan(1498)-qty 1
 - Wooden desk-qty 2
 - Miscellaneous cabinets-qty 3
 - Wet Vac-qty 1
 - Floor scrubbers-qty 6
 - Vacuum Cleaners-qty 2
 - Miscellaneous tables, bookshelves, and desk-qty 8
- W. Consider approval to purchase Sensus drive by read system(to include transceiver box or reading system, antenna, and laptop) in the amount of \$14,138.90 for the Cullman County Water Department and authorize Chairman to sign related documents

- X. Consider participation in the ACCA's investing Alabama Counties Programs
- Y. Consider change in Employee Handbook regarding political action of county employees
- Z. Consider charging fees related to Request for Public Records
- AA. Consider approval of \$50,000 payment to the Cullman County Cemetery Board for purchase of Memory Gardens Cemetery in accordance with criteria set out Alabama Code Section 45-22-30
- BB. Consider moving the Work Session to 4:00 pm starting July 20, 2021
- CC. Consider Cullman Regional Medical Center use of the south parking lot of the Courthouse on June 17th, June 24th, July 1st, July 8th, July 15th, July 22nd, and July 29th, 2021, from 9:00am-4:00pm to offer free COVID vaccines to the community
- DD. Consider designating Dr. James Thomas office located at 1908 Cherokee Ave SW, Cullman, AL 35055 as the collection site for Drug and Alcohol Testing
- EE. Approve 2015-2016 water revenue warrants refinance- Series 2021 warrants
- FF. Proposed plat Oakview Subdivision, a minor subdivision containing 5 lots located on County Road 1435 in District 3
- GG. Proposed plat Magnolia Ridge, a major subdivision containing 9 lots off County Road 71 in District 2
- HH. Proposed plat Serenity Pointe, a minor subdivision containing 8 lots located off County Road 338 in District 2
- II. Award Bid #1349: Lease of two New Rubber Tired Excavators to Warrior Tractor
- JJ. Rescind Bid #1354: One used Road Bed Processor awarded to 4M Iron LLC on June 1, 2021, contingent on inspection. Equipment did not pass inspection. Award bid to Scott's Excavating & Hauling Inc., the second lowest bidder
- KK. Award Bid #1350: Lawn care and maintenance at various county locations

6. The next Commission Work Session will be Tuesday, July 20, 2021, at 4:00 p.m. in the Commission Meeting Room

7. The next Commission Meeting will be Tuesday, July 20, 2021, at 6:00 p.m. in the Commission Meeting Room

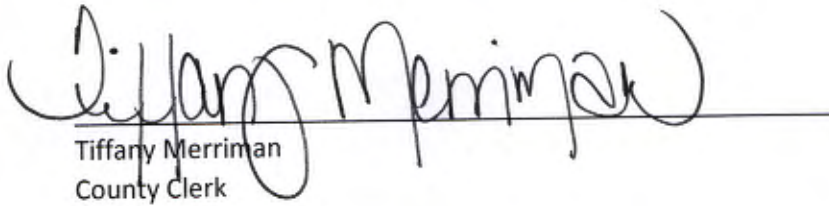
8. Adjourn

RECEIPT of TAX ABATEMENT APPLICATION

Received in the Cullman County Commission Office

Tax Abatement Application for: Goat Island Brewing, LLC

Date Received: June 14, 2021


Tiffany Merriman
County Clerk

RESOLUTION NO. 2021-103

This Resolution is made this 7th day of June, 2021 by the City of Cullman, Alabama, to grant a tax abatement for Goat Island Craft Brewing, L.L.C.

WHEREAS, the Company has announced plans for a 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 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

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

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

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

WHEREAS, the construction of the project will involve capital investment of \$659,000; 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:

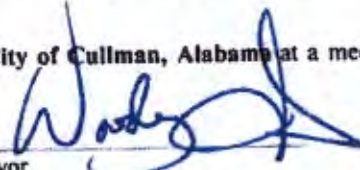
Section 1. Approval is hereby given to the application of the Company and abatement is hereby granted of all state and local noneducational ad valorem taxes, all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital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

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

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

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

I hereby certify that the foregoing was duly adopted by the City of Cullman, Alabama at a meeting held on 7th day of June, 2021.

BY: 
Its: Mayor

ATTEST:


City Clerk

NOW THEREFORE, the Granting Authority and the 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 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.

2. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The Granting Authority and the Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement 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 \$ 2,372.00 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 \$ 5,003.00 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 \$ _____.

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

(a) Amount to be invested in the Project: \$659,000;

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

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

Goat Island Brewing, LLC.
Abatement & Educational Tax Revenue Estimate
June 7, 2021

	Investment
Land&Building	\$145,000
Equipment & Machinery	\$514,000
Total Project	\$659,000
Sales Education Tax Revenues on Construction Materials	
Total Plant Building Cost	\$145,000
Estimated Ratio of Cost of Materials	0.5
Cost of Materials	\$72,500
Education Sales Tax Rate = 2.1%	0.021
Total Construction Sales Education Tax Revenues	\$1,523
Percentage of Sales Tax Abated = 6.9%	0.069
Total Abated Sales Tax	\$5,003
Sales & Use Education Tax Revenues On Equipment	
Total Equipment	\$514,000
Education Use Tax Rate = 1.37	0.0137
Total Sales Education Tax Revenues, Equipment	\$7,042
Percentage of Use Tax Abated = 2.13%	0.02133
Total Abated Use Tax	\$10,964
Ad Valorem Education Tax Revenues	
Value of Project	\$659,000
Current Ratio of Assessed to Market Value	0.2
Tax Rate On Proposed Site	\$131,800
Education Millage Rate for the City of Cullman = 20.5 unabateable	0.0205
Annual Ad Valorem Education Tax Revenues	\$2,702
Ten Year Period	10
Total Ad Valorem Education Tax Revenues	\$27,019
Abated Millage Rate = 18 Mills Abated	0.018
Annual Abated Ad Valorem Taxes	\$2,372
Total Ad Valorem Abated Tax Revenues	\$23,724
Totals	
Sales/Use Tax, Construction Materials	\$1,523
Sales/Use Tax, Equipment	\$7,042
Ad Valorem Taxes	\$27,019
Total Education Tax Revenues Over 10 Years	\$35,583
Total Abated Sales Tax	\$5,003
Total Abated Use Tax	\$10,964
Total Ad Valorem Abated Tax Revenues	\$23,724
Total Taxes Abated over 10 Year Period	\$39,690
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.	

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):

X owned by the entity applying for the abatement,

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

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

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

WHEREAS, for the purposes of abatement of all noneducational 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 or by a related party, as defined in 26 U.S.C. §267, with respect to the Company prior to the Effective Date of this Agreement; and

WHEREAS, 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

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

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

Tax Abatement Agreement

This agreement is made this 7th day of June, 2021, (the Effective Date)

by and between the City of Cullman, Alabama (the Granting Authority),
and Goat Island Craft Brewing, L.L.C. (the Company), its successors and assigns.

WHEREAS, the Company's North American Industry Classification System Code 312120, 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 has announced plans for a (check one):

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

located within the jurisdiction of the Granting Authority; and

WHEREAS, the Project is estimated to be completed by 1st day of June, 2021; and

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

inside the city limits of THE CITY OF CULLMAN,

inside the police jurisdiction of THE CITY OF CULLMAN,

outside the city limits and police jurisdiction of the City of CULLMAN; and

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

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

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

WHEREAS, at its meeting held on the 7th day of June, 2021 (the Meeting), the Granting Authority approved the Company's application for abatement of (check all that apply):

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

Initially \$0 Year 1 \$80,000 Year 2 \$80,000 Year 3 \$60,000 ;

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

GENERALLY

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

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

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

X all state and local noneducational ad valorem taxes,

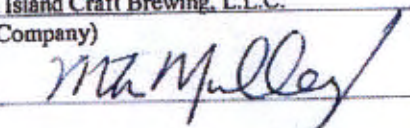
X all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

all mortgage and recording taxes 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.

Goat Island Craft Brewing, L.L.C.
(the Company)

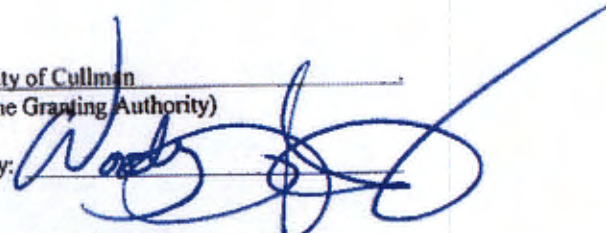
By: 

Name: Mike Mullancy

Title: President

Date: June 7, 2021

City of Cullman
(the Granting Authority)

By: 

Name: Woody Jacobs

Title: Mayor

Date: June 7, 2021



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	1	2	1	2	0
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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 \$ 600,000.00

5. PROJECT APPLICANT: Goat Island Craft Brewing, LLC DBA:

6. ADDRESS OF APPLICANT: 1646A John Cooper Drive SE

CITY: Cullman STATE: AL ZIP CODE: 35055

7. NAME OF CONTACT PERSON: Mike Mullaney TELEPHONE NUMBER: (256) 590-9081 8. DATE COMPANY ORGANIZED: 04/01/2015

8. PHYSICAL LOCATION OF PROJECT: 1646A John Cooper Drive SE

CITY (IF OUTSIDE CITY LIMITS, PLEASE INDICATE): Cullman COUNTY: Cullman ZIP CODE: 35055

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):
Expansion of brewery capacity by adding fermenting tanks and kegs, and expansion of tap room

11. ESTIMATED DATE CONSTRUCTION WILL BEGIN: 6/7/2021 12. ESTIMATED DATE CONSTRUCTION WILL BE COMPLETED: 12/31/2024 13. ESTIMATED DATE PROPERTY WILL BE PLACED IN SERVICE: 12/31/2024

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 0	INITIALLY \$0	a. Land (if donated, show market value)	18a	XXXXXXXXXX
YEAR 1 2	YEAR 1 \$80,000	b. Existing Building(s) (if any)	18b	XXXXXXXXXX
YEAR 2 2	YEAR 2 \$80,000	c. Existing Personal Property (if any)	18c	XXXXXXXXXX
YEAR 3 1	YEAR 3 \$60,000	d. New Building(s) and/or New Additions to Existing Building(s) (19d = building materials only)	18d 147,000	19d 147,000
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 497,000	19e 497,000
		f. Other New Personal Property (non-mfg machinery, office equipment, computers, etc.)	18f 15,000	19f 15,000
		g. TOTALS (PROPERTY TAX TOTAL MUST EQUAL TOTAL PROJECT INVESTMENT. SALES TAX TOTAL WILL BE LESS.)	18g \$659,000	19g \$659,000

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.

Mike Mullaney
NAME (PRINT)
Mike Mullaney
SIGNATURE

President
TITLE

6/5/2021
DATE

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Goat Island Craft Brewing, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

- a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Company ID Number: 1458800

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

Company ID Number: 1458800

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

Company ID Number: 1458800

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

Company ID Number: 1458800

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Goat Island Craft Brewing, LLC
Company Facility Address	1646 John H Cooper Drive Cullman, AL 35055
Company Alternate Address	
County or Parish	CULLMAN
Employer Identification Number	413576624
North American Industry Classification Systems Code	312
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1

Company ID Number: 1458800

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

ALABAMA 1 site(s)

Company ID Number: 1458800

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Mike Mullaney
Phone Number (256) 590 - 9081
Fax Number
Email Address mike.mullaney@goatlandbrewing.com

Company ID Number: 1458800

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 1458800

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1458800

Approved by:

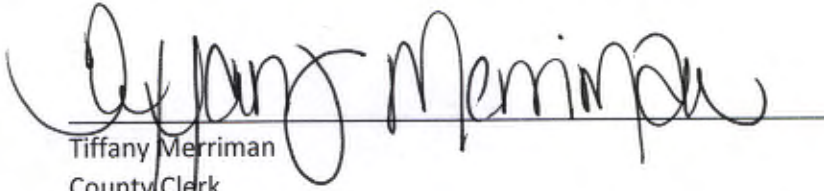
Employer Goat Island Craft Brewing, LLC	
Name (Please Type or Print) Mike Mullaney	Title
Signature Electronically Signed	Date 10/11/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 10/11/2019

RECEIPT of TAX ABATEMENT APPLICATION

Received in the Cullman County Commission Office

Tax Abatement Application for: Aegis Fence Company

Date Received: June 15, 2021



Tiffany Merriman
County Clerk

RESOLUTION NO. 2021-100

This Resolution is made this **24th** day of **May**, **2021** (the Effective Date)
by the **City of Cullman, Alabama** (the Granting Authority), to grant a tax abatement
for **Aegis Fence Company** (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 request of the Company and the completed application (copy attached) filed with the Granting Authority by the Company, in connection with its request; and

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

WHEREAS, the construction of the project will involve capital investment of **\$1,390,000**; 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 **City of Cullman, Alabama** of Alabama at a meeting held on the **24th** day of **May**, **2021**.

BY:  L. S.

Its: Mayor

ATTEST:



**Project Fence
Abatement & Educational Tax Revenue Estimate
May 24, 2021**

	Investment
Land&Building	\$390,000
Equipment & Machinery	\$1,000,000
Total Project	\$1,390,000
Sales Education Tax Revenues on Construction Materials	
Total Plant Building Cost	\$390,000
Estimated Ratio of Cost of Materials	0.5
Cost of Materials	\$195,000
Education Sales Tax Rate = 2.1%	0.021
Total Construction Sales Education Tax Revenues	\$4,095
Percentage of Sales Tax Abated = 6.9%	0.069
Total Abated Sales Tax	\$13,455
Sales & Use Education Tax Revenues On Equipment	
Total Equipment	\$1,000,000
Education Use Tax Rate = 1.37%	0.0137
Total Sales Education Tax Revenues, Equipment	\$13,700
Percentage of Use Tax Abated = 2.13%	0.02133
Total Abated Use Tax	\$21,330
Ad Valorem Education Tax Revenues	
Value of Project	\$1,390,000
Current Ratio of Assessed to Market Value	0.2
Tax Rate On Proposed Site	\$278,000
Education Millage Rate for the City of Cullman = 20.5 unabateable	0.0205
Annual Ad Valorem Education Tax Revenues	\$5,699
Ten Year Period	10
Total Ad Valorem Education Tax Revenues	\$56,990
Abated Millage Rate = 18 Mills Abated	0.018
Annual Abated Ad Valorem Taxes	\$5,004
Total Ad Valorem Abated Tax Revenues	\$50,040
Totals	
Sales/Use Tax, Construction Materials	\$4,095
Sales/Use Tax, Equipment	\$13,700
Ad Valorem Taxes	\$56,990
Total Education Tax Revenues Over 10 Years	\$74,785
Total Abated Sales Tax	\$13,455
Total Abated Use Tax	\$21,330
Total Ad Valorem Abated Tax Revenues	\$50,040
Total Taxes Abated over 10 Year Period	\$84,825

The information provided herein in no way obligates any party to any formal commitment.

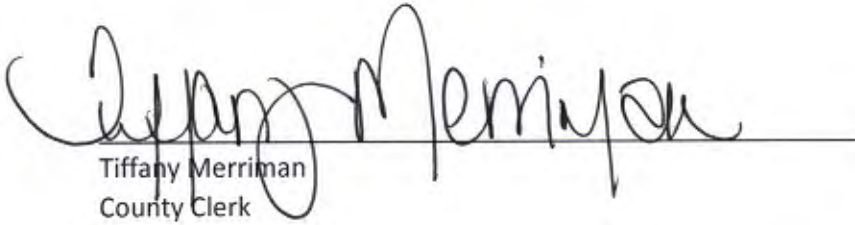
These figures are only estimates. Actual figures will vary according to actual investment.

RECEIPT of TAX ABATEMENT APPLICATION

Received in the Cullman County Commission Office

Tax Abatement Application for: J. E. Lortie, Inc

Date Received: June 15, 2021



Tiffany Merriman
County Clerk

RESOLUTION NO. 2021-106

This Resolution is made this 7th day of June, 2021 by the City of Cullman, Alabama, to grant a tax abatement for J.E. Lortie, Inc.

WHEREAS, the Company has announced plans for a 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 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

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

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

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

WHEREAS, the construction of the project will involve capital investment of \$408,170; 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:

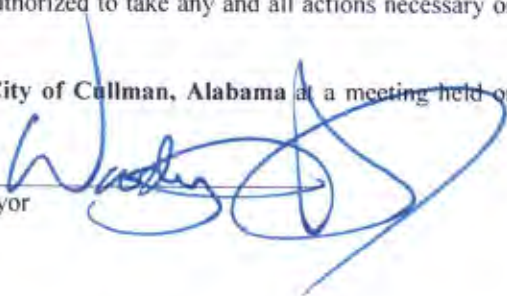
Section 1. Approval is hereby given to the application of the Company and abatement is hereby granted of all state and local noneducational ad valorem taxes, all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital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

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

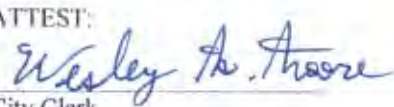
Section 3. A certified copy of this resolution, with the application and abatement agreement, shall be forwarded to the Company to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

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

I hereby certify that the foregoing was duly adopted by the City of Cullman, Alabama at a meeting held on 7th day of June, 2021.

BY: 
Its: Mayor

ATTEST:


City Clerk

J. E. Lortie, Inc.
Abatement & Educational Tax Revenue Estimate
June 7, 2021

	Investment
Land&Building	\$0
Equipment & Machinery	\$408,170
Total Project	\$408,170
Sales Education Tax Revenues on Construction Materials	
Total Plant Building Cost	\$0
Estimated Ratio of Cost of Materials	0.5
Cost of Materials	\$0
Education Sales Tax Rate = 2.1%	0.021
Total Construction Sales Education Tax Revenues	\$0
Percentage of Sales Tax Abated = 6.9%	0.069
Total Abated Sales Tax	\$0
Sales & Use Education Tax Revenues On Equipment	
Total Equipment	\$408,170
Education Use Tax Rate = 1.37	0.0137
Total Sales Education Tax Revenues, Equipment	\$5,592
Percentage of Use Tax Abated = 2.13%	0.02133
Total Abated Use Tax	\$8,706
Ad Valorem Education Tax Revenues	
Value of Project	\$408,170
Current Ratio of Assessed to Market Value	0.2
Tax Rate On Proposed Site	\$81,634
Education Millage Rate for the City of Cullman = 20.5 unabateable	0.0205
Annual Ad Valorem Education Tax Revenues	\$1,673
Ten Year Period	10
Total Ad Valorem Education Tax Revenues	\$16,735
Abated Millage Rate = 18 Mills Abated	0.018
Annual Abated Ad Valorem Taxes	\$1,469
Total Ad Valorem Abated Tax Revenues	\$14,694
Totals	
Sales/Use Tax, Construction Materials	\$0
Sales/Use Tax, Equipment	\$5,592
Ad Valorem Taxes	\$16,735
Total Education Tax Revenues Over 10 Years	\$22,327
Total Abated Sales Tax	\$0
Total Abated Use Tax	\$8,706
Total Ad Valorem Abated Tax Revenues	\$14,694
Total Taxes Abated over 10 Year Period	\$23,400

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

ALABAMA HISTORIC COLONY CEMETERY

WHEREAS, Colony Cemetery is located at 65 Byars Road; and

WHEREAS, The Alabama Historical Commission listed Colony Cemetery in the Historic Cemetery Register; and

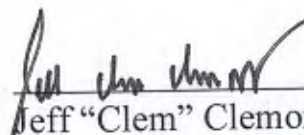
WHEREAS, Colony Cemetery makes the sixth cemetery in Cullman County to be listed in the Alabama Historic Cemetery Register


WHEREAS, the Cullman County Commission hereby recognizes Colony Cemetery as an Alabama Historic Cemetery

NOW THEREFORE, BE IT RESOLVED, that the Cullman County Commission recognizes the importance of the recognition and preservation of the Colony Cemetery

IN WITNESS WHEREOF, I have hereunto set my hand and caused Seal of Cullman County affixed this the **15th** day of **June 2021**.




Jeff "Clem" Clemons, Chairman


Kerry Watson, Associate Commissioner

**INSOLVENTS, ERRORS AND TAXES IN LITIGATION FOR 20²⁰ AND
UNCOLLECTED INSOLVENTS AND TAXES IN LITIGATION FOR PREVIOUS YEAR(S)**

THE STATE OF ALABAMA

Cullman County

BE IT REMEMBERED, That at the meeting of the Board of County Commissioners of said County, held on this 15th day of June, 20²¹,

Barry Willingham, Tax Collector of said County, made his report of "Insolvents", "Errors in Assessment" and "Taxes in Litigation" on taxes for the current year 20²⁰, as required by Code of Ala. 1975, Section 40-5-23. And after a careful and rigid examination of said reports by said Board, it was considered and adjudged that said collector be allowed credit on his final settlement with the Comptroller for the following amounts:

Insolvents: State Taxes—General	\$	<u>264.50</u>
—Soldier	\$	<u>105.80</u>
—School	\$	<u>317.40</u>
Errors in Assessments: State Taxes—General	\$	<u>31563.95</u>
—Soldier	\$	<u>12625.58</u>
—School	\$	<u>43532.28</u>
Taxes in Litigation: State Taxes—General	\$	<u>249.95</u>
—Soldier	\$	<u>99.98</u>
—School	\$	<u>299.94</u>

And said Collector has also made his report for final allowance of the uncollected balances of Insolvent Taxes for the previous year 20²⁰, as required by Code of Ala. 1975, Section 40-5-29; and the Board thereupon made the following allowances to said Collector of such Insolvent Taxes as he may have been unable to collect, as follows:

State Taxes—General	\$	<u>506.39</u>
—Soldier	\$	<u>202.67</u>
—School	\$	<u>608.04</u>

And said Collector is also allowed credit for the following taxes in litigation for the previous year(s) which he has been unable to collect as follows:

	General	Soldier	School
<u>2012</u>	\$ <u>.60</u>	\$ <u>.24</u>	\$ <u>.75</u>
<u>2013</u>	\$ <u>89.50</u>	\$ <u>35.80</u>	\$ <u>107.40</u>
<u>2014</u>	\$ <u>55.20</u>	\$ <u>22.08</u>	\$ <u>66.24</u>
<u>2015</u>	\$ <u>118.50</u>	\$ <u>47.40</u>	\$ <u>142.20</u>

Given under my hand this 28th day of June, 20²¹

[Signature]
Presiding Officer

See Code of Ala. 1975, Sections 40-5-23, 40-5-24 and 40-5-25 as to taxes of current year and Sections 40-5-26, 40-5-28 and 40-5-29 as to insolvent taxes and taxes in litigation of previous year(s).

RESOLUTION 2021-21

BE IT RESOLVED THAT Jeff "Clem" Clemms who is the Chairman of CULLMAN COUNTY, STATE OF ALABAMA, be authorized and directed to execute and deliver a Grant of Supplemental Easement Rights and all related documents to grant, sell, and convey to the United States of America a permanent easement for communication rights as described in said grant and to receive payment therefor.

ATTESTATION

The foregoing resolution was, upon motion properly made, seconded, and adopted by the County Commission of CULLMAN COUNTY, STATE OF ALABAMA, at a meeting held on the 15th day of June 2021

Date: 6/15/21

Wynne Memiman
Secretary

(NOTE: Attestation must signed by someone other than the authorized officer listed above.)

Tract Nos. MARK-215-CM and
-215D-CM

Short Code 0975858

Cost Class 32A

TVA RESTRICTED INFORMATION

CLOSING STATEMENT

Disposition of Purchase Price:

Total Purchase Price for Tract MARK-215-CM:	\$ 500.00
Total Purchase Price for Tract MARK-215D-CM	\$ 500.00
Net Amount To Be Disbursed on This Transaction	\$1,000.00

List of Checks To Be Issued:

<u>Payee and Mailing Address</u>	<u>Amount</u>	<u>Interest</u>	<u>Check No.</u>	<u>Date Delivered</u>
CULLMAN COUNTY, STATE OF ALABAMA 500 2nd Avenue SW Cullman, Alabama 35055	\$1,000.00	100%		
Total Disbursement on This Transaction	\$1,000.00			

Prepared by: Julie D. Lyons 01/04/2021
Date

Interest verified by: Tiffany N. Moore 4/19/2021
Attorney Date

You are required by law to provide the Tennessee Valley Authority with your correct taxpayer identification number. If you do not provide the Tennessee Valley Authority with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. IRS Regulation § 1.6045-4(l)(1)(ii).

Certificate of Seller:

The undersigned, the seller under the instrument of even date herewith, certifies that the amount of \$1,000.00 is correct and that payment thereof has not heretofore been received; and the undersigned hereby acknowledges receipt of full settlement under said instrument in the manner above stated and authorizes the disbursement above shown. Also, under penalties of perjury, the undersigned certifies that the number shown below on this statement is the undersigned's correct taxpayer identification number. IRS Regulation § 1.6045-4(l)(1)(ii).

Signed this the 15th day of June, 2021.

CULLMAN COUNTY, STATE OF ALABAMA

By: [Signature]

Title: Chairman

Taxpayer Identification Number

TVA RESTRICTED INFORMATION

Prepared by and return to:

Tiffany N. Moore, Attorney
Tennessee Valley Authority
1101 Market Street, BR 4B
Chattanooga, Tennessee 37402-2801
1-888-817-5201

TVA Tract Nos. MARK-215-CM and -215D-CM

GRANT OF SUPPLEMENTAL EASEMENT RIGHTS

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned,

CULLMAN COUNTY, STATE OF ALABAMA,

(hereinafter sometimes referred to as "GRANTOR") has this day bargained and sold, and by these presents does hereby grant, bargain, sell, transfer, and convey unto the UNITED STATES OF AMERICA a permanent easement and right-of-way for the following purposes, namely: the perpetual right to enter at any time and from time to time a section of the present right-of-way of the Murphy Hill - Arkadelphia Transmission Line as described in instrument of record in Deed Book 314, page 909 (TVA Tract No. MARK-215), in the office of the Judge of Probate of Cullman County, Alabama, and to erect, maintain, repair, rebuild, operate, and patrol communication circuits, and all necessary appurtenances, within the existing right-of-way, in, on, over, and across said right-of-way located on the land of the Grantor herein, and shown on Sheet 177 of US-TVA Drawing SW-9169, Revision 0 (Tract No. MARK-215-CM), and shown on Sheet 179 of US-TVA Drawing SW-9169, Revision 0 (Tract No. MARK-215D-CM), attached hereto as Exhibit A, consisting of two (2) pages, and to use these and all previously acquired rights provided for in that instrument of record in connection with that right-of-way for the purposes authorized by the Tennessee Valley Authority Act.

Furthermore, the above-described easement rights are acquired with respect to such appurtenant right, title or interest as the owner of the above-described land may have in Tract No. MARK-215A, County Road 1728, and in Tract No. MARK-215B, County Road 1718, the adjoining road rights of way as shown on the aforementioned Exhibit A.

The previous and last conveyance of this property is deed of record in Deed Book 403, page 356, in the office of the Judge of Probate of Cullman County, Alabama.

This easement is conveyed subject to and in addition to existing easement rights owned by the United States of America.

TO HAVE AND TO HOLD the said easement and right-of-way to the UNITED STATES OF AMERICA and its assigns forever.

GRANTOR covenants with the said UNITED STATES OF AMERICA that it is lawfully seized and possessed of said real estate, has a good and lawful right to convey the easement rights hereinabove described, that said property is free of all encumbrances, and that it will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

GRANTOR agrees that the payment of the purchase price above stated is accepted by it as full compensation for all damage caused by the exercise of any of the rights above described; except that the UNITED STATES OF AMERICA shall remain liable for any direct physical damage to the land and annual growing crops resulting from the operations of the construction and maintenance forces of its agents and employees in the erection and maintenance of or in exercising a right of ingress and egress to said transmission line structures.

GRANTOR, for itself, and its successors and assigns, covenants with the UNITED STATES OF AMERICA that no structures (including but not limited to flagpoles, solar panels, buildings, signboards, billboards) or fire hazards will be erected or maintained within the limits of the right-of-way, that the right-of-way will not be used for the storage of personal property, and that no well will be drilled or sunk within the right-of-way, and agrees that this shall be a real covenant which shall attach to and run with the land affected by the easement rights and shall be binding upon everyone who may hereafter come into ownership of said land, whether by purchase, devise, descent, or succession.

IN WITNESS WHEREOF, CULLMAN COUNTY, STATE OF ALABAMA, has caused this instrument to be executed by its duly authorized officer on this 15th day of June, 2021

CULLMAN COUNTY, STATE OF ALABAMA

By: [Signature]
Title: Chairman

STATE OF Alabama)
COUNTY OF Cullman) SS

I, Tiffany Merriman, a Notary Public in and for said county in said state, hereby certify that Jeffrey Clemons, whose name as Chairman of CULLMAN COUNTY, STATE OF ALABAMA, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said state.

Given under my hand this the 15th day of June, 2021.

Tiffany Merriman
NOTARY PUBLIC
My Commission Expires: 2/5/23

The name and address of the owner of the aforescribed easement are:

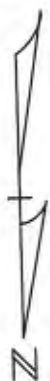
EASEMENT OWNER: United States of America [Tax Exempt
Tennessee Valley Authority Code of Alabama §40-9-1(1)]
1101 Market Street, BR 4B
Chattanooga, Tennessee 37402-2801

The name(s) and address of the legal owner(s) are:

OWNER(S): Cullman County, State of Alabama
500 2nd Avenue SW
Cullman, Alabama 35055

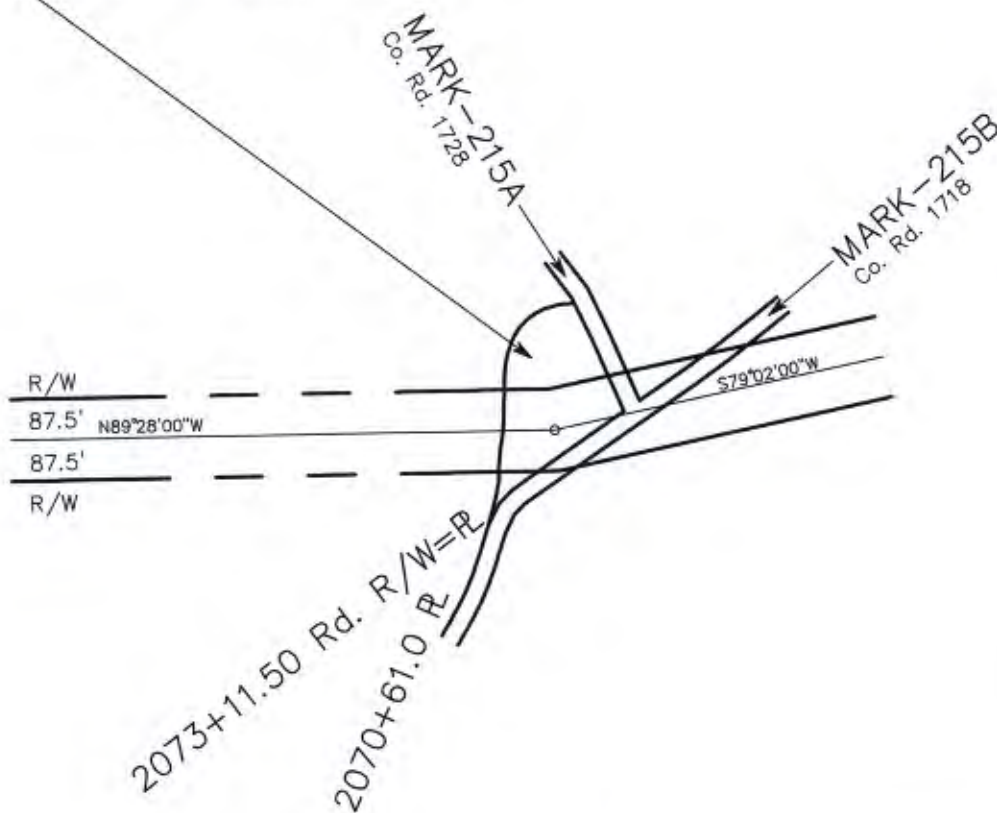
6916-MS

CULLMAN COUNTY, ALA.
T10S-R1W



2071+72.40 PI
Δ=11°30'00" Lt.

CULLMAN COUNTY, STATE OF ALABAMA
MARK-215-CM
0.82 Ac.±
Communication Rights Only



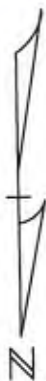
Reference Dwg.
LW-6854, Sh.18

TENNESSEE VALLEY AUTHORITY
MURPHY HILL - ARKADELPHIA
TRANSMISSION LINE
COMMUNICATION RIGHTS FOR TRACT
MARK-215-CM

0 Original Issue										TO		TSC		APPROVAL STAMP		SCALE		SHEET 177 OF SHEETS			
REV	DATE	WORK ORDER	DCN NUMBER	DSGN	DRWN	CHKD	TECH SUPV	RESP ENG	SRMT	APPD	Date: 09/19/19		1"=400'		LINE NUMBER		SW-9169		R0		
DOC CLASS			DOC TYPE			DOC STATUS				CONST. AREA		CONTROL		APPROVED		Savage, Barry E.					
TRANSMISSION LINE			PROPERTY-CONTOUR MAP			ACTIVE															

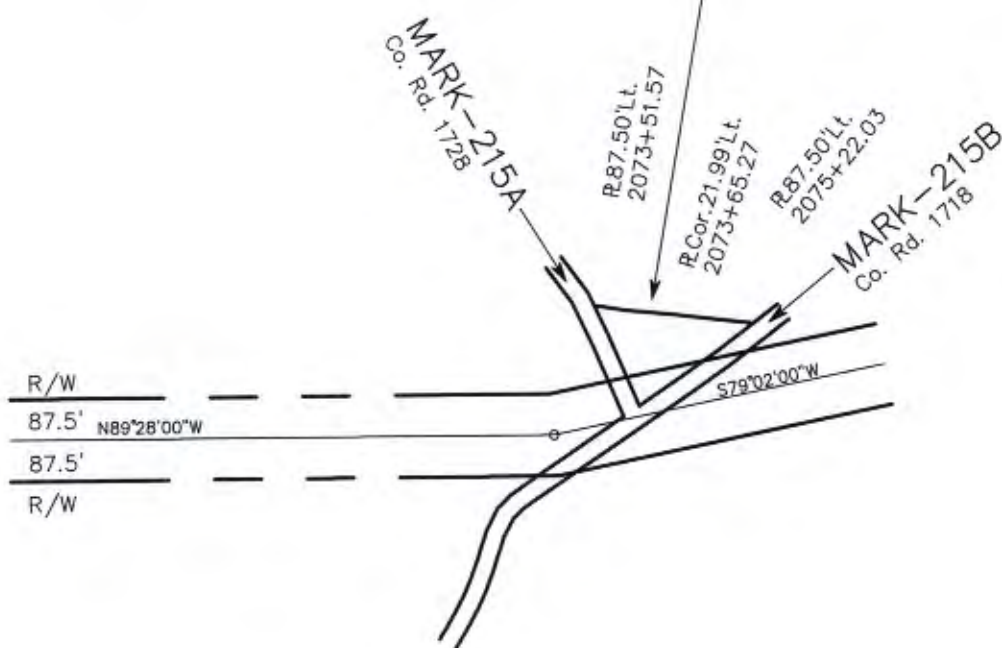
6916-MS

CULLMAN COUNTY, ALA.
T10S-R1W



2071+72.40 PI
 $\Delta=11^{\circ}30'00''$ Lt.

CULLMAN COUNTY, STATE OF ALABAMA
MARK-215D-CM
0.13 Ac.±
Communication Rights Only



Reference Dwg.
LW-6854, Sh.18

TENNESSEE VALLEY AUTHORITY
MURPHY HILL - ARKADELPHIA
TRANSMISSION LINE
COMMUNICATION RIGHTS FOR TRACT
MARK-215D-CM

0 Original Issue										TO		TSC		APPROVAL STAMP		SCALE		SHEET 179 OF SHEETS		
REV	DATE	WORK ORDER	DGN NUMBER	DSGN	DRWN	CHKD	TECH SUPV	RESP ENG	SRMT	APPR	Date: 09/18/19 Comment: Approved Savage, Barry E		1"=400'		LINE NUMBER		SW-9169		RO	
DOC CLASS TRANSMISSION LINE			DOC TYPE PROPERTY-CONTOUR MAP			DOC STATUS ACTIVE					CONST. AREA CONTROL									

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
OR					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(ii)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

State of Alabama
Cullman County

RESOLUTION NO. 2021-22

WHEREAS, the Cullman County Commission on the basis of an engineering and traffic investigation determines that the maximum speed permitted under Article 8, Title 32, Chapter 5A, Code of Alabama, 1975 for a portion of Cullman County Road 1301 shall be 15 miles per hour set speed limit from Cullman County Road 1319 to the intersection of Cullman County Road 1435; it is

THEREFORE RESOLVED, that the proper maximum speed for a portion of County Road 1301,

from Cullman County Road 1319 to the intersection of Cullman County Road 1435 is set at 15 miles per hour at all times and no person shall operate a motor

vehicle in excess of 15 miles per hour set speed on said portion of County Road 1301;

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

ADOPTED this the 15th day of June 2021.


JEFF CLEMONS, CHAIRMAN


KERRY WATSON
COMMISSIONER

ATTEST:


COUNTY CLERK


GARRY MARCHMAN
COMMISSIONER

RESOLUTION NO. 2021 - 23
TO CONDEMN AVIGATION EASEMENTS FOR FLIGHT SAFETY

WHEREAS, Cullman Regional Airport Board (the "Board") was created by the City of Cullman (the "City") and the Cullman County Commission (the "County"), pursuant to Chapter 2, Title 4 of the 1940 Code of Alabama on November 26, 1956 (the "Act"); and

WHEREAS, the Act and Amendments thereto (Alabama Code § 4-4-1, *et seq.*) provide any municipality operating a municipal airport with the power of eminent domain, to be exercised in the same manner and under the same conditions as are provided by law for the exercise of the power of eminent domain for other public purposes; and

WHEREAS, the City of Cullman, Cullman County, and the surrounding areas of North Alabama have undergone a tremendous amount of growth, leading to an increased demand for transportation by air in and out of the region, the Board desires to respond to this growth by expanding its facilities in order to increase the aviation services available to the citizens of the City and the County; and

WHEREAS, the Board desires that the City and the County condemn parcels of real property located to the west of the airport runway to allow the airport to better serve the growing aviation and transportation needs of the City and the County, and surrounding communities.

THEREFORE, BE IT RESOLVED by the Chairman and Associate Commissioners as follows:

1. That in the judgment and opinion of the Board of Directors of the Cullman Regional Airport Board, it is in the public interest and necessary and expedient that the City and the County, acquire and/or condemn rights in those certain parcels of land located at (i) 44 County Road 1349, Vinemont, AL 35179 (ii) 661 County Road 1343, Vinemont, AL 35179, (iii) 615 County Road 1343, Vinemont, AL 35179, (iv) 82 County Road 1365, Vinemont, AL 35179, (v) 82 County Road 1365, Vinemont, AL 35179, (vi) 404 County Road 1344, Vinemont, AL 35179, (vii) 404 County Road 1344, Vinemont, AL 35179, and (viii) 404 County Road 1344, Vinemont, AL 35179, and more particularly described as follows (collectively, the "Property");

(i) Parcel 33

A parcel located in the Northwest Quarter of the Southwest Quarter of Section 16, Township 9 South, Range 3 West, Huntsville Meridian, Cullman County, Alabama, Lot 4, Block 558 of the Town of Vinemont according to the map or survey by J.R. Carter as recorded in the Office of the Judge of Probate Cullman County, Alabama, containing 0.46 Acres, more or less.

Parcel Tax I.D. No. 09-05-16-3-001-013.000

(ii) Parcel 34

Lot Number 5 of Block 558, according to the Map and Survey of the Alabama Vineyard and Winery Company and being part of the City of Vinemont, Alabama as recorded in Map Book 14, Page 284, in the Probate Records of Cullman County, Alabama.

Parcel Tax I.D. No. 09-05-16-3-001-014.000

(iii) Parcel 35

Lots Numbered Five (5), Six (6), Seven (7) and Eight (8) of Block Numbered 507 in the City of Vinemont, Alabama.

Parcel Tax I.D. No. 09-05-16-3-001-032.001

Parcel Tax I.D. No. 09-05-16-3-001-032.000

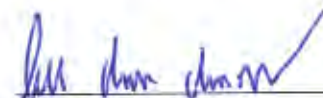
(iv) Parcel 17

All lots in block (42) forty-two lying East of Airport Road, except lots 18, 20, 22, 24, and 26 and an unnumbered block of land according to the J. R. Carter survey of Vinemont, Alabama lying East of Block 42, being approximately 12 acres more or less, lying in the Northwest Quarter of the Southwest Quarter of Section 16, Township 9 South, Range 3 West, in Cullman County, Alabama,

LESS AND EXCEPT:

3. That the County recommends that the City and the County condemn the Property pursuant to the Act.
4. That the Chairman and Associate Commissioners and the Chair of the Board, to the extent allowed by law, be, and is hereby authorized, empowered and directed to cause said Property to be appraised in accordance with §18-1A-21 of the Code of Alabama, as amended, to determine the amount that would constitute just compensation for its taking.
5. That the Chairman and Associate Commissioners and the Chair of the Board, to the extent allowed by law, is further authorized, empowered and directed to attempt to acquire the above Property for the City and the County for the aforesaid purposes at a fair and reasonable price in accordance with §18-1A-22 of the Code of Alabama, as amended.
6. Any prior acts taken by the Board of Directors or its representatives toward the acquisition of said Property, or rights therein, pursuant to the eminent domain code are hereby ratified.
7. That in the case of failure to acquire said Property or rights therein for the purposes aforesaid by purchase from the owner or owners thereof, the Chairman is hereby authorized to engage Greer B. Mallette, Esq, and Christian & Small, LLP to file and conduct condemnation proceedings on behalf of the Board, the City, and the County, for the acquisition of said Property, or rights therein, by the exercise of the right of the eminent domain as provided for in §30 of the Act.

ADOPTED BY THE CULLMAN COUNTY COMMISSION this the 15th day of June, 2021.



Jeff "Clem" Clemons
Chairman

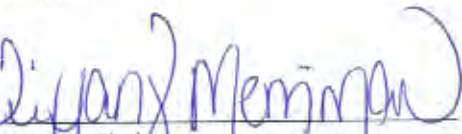


Kerry Watson
Associate Commissioner



Garry Marchman
Associate Commissioner

ATTEST:



Tiffany Meminger
County Clerk

CULLMAN COUNTY COMMISSION
RESOLUTION # 2021-24

WHEREAS, the Cullman County Commission has elected to apply for a CDBG Competitive Grant from ADECA's Community Development Block Grant Program to reconstruct and resurface County Road 18.

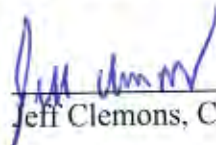
THEREFORE, be it resolved by the County Commission of Cullman County, Alabama, as follow:

THAT, JEFF CLEMMONS, CHAIRMAN, is hereby authorized to execute and submit an application with appropriate assurances to the State of Alabama, Department of Economic and Community Affairs, requesting Fiscal Year 2021 Community Development Block Grant (CDBG) Funds in the amount of **\$400,000.00** to construct the above referenced road improvements; and

THAT, THE CULLMAN COUNTY COMMISSION will provide a local cash match of \$300,000.00 in support of this project.

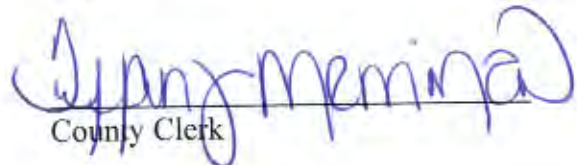
READ AND ADOPTED this the **15th** day of **June 2021**.

SIGNED FOR THE CULLMAN COUNTY COMMISSION:



Jeff Clemons, Chairman

Attest:



County Clerk

Resolution Authorizing Local Matching Funds

RESOLUTION NO. 2021-25

"SECTION 5311 RURAL AREA PUBLIC TRANSPORTATION"

WHEREAS, the **Cullman County Commission** recognizes the need for a public transportation program; and

WHEREAS, the **Cullman County Commission** is recognized as a member of the **Cullman County Transport Steering Committee**; and

WHEREAS, the **Cullman County Commission** recognizes that the requirements to obtain Section 5311 funds from the Alabama Department of Transportation includes a local match of 50% for operating expenses and 20% for administration, planning, and capital expenses; and

WHEREAS, the **Cullman County Commission** recognizes that the local match will be a shared cost with other participating municipalities being responsible for providing an appropriate allocation of local non-federal funds to secure the operating of the Section 5311 Rural Area Public Transportation Program.

NOW, THEREFORE, BE IT RESOLVED, that the **Cullman County Commission** hereby commits the amount of \$275,500 as local non-federal match for operations, administration, planning, and capital expenditures under the Section 5311 Rural Area Public Transportation Program during Fiscal Year 2022.

Passed and adopted this the 15th day of June, 2021.



Elected Official

ATTEST:



Clerk

Authorizing Resolution - 5311

Resolution No. 2021-26

Resolution authorizing the filing of an application with Department of Transportation, United States of America, and the Alabama Department of Transportation for a grant under the Federal Transit ACT.

WHEREAS, the Secretary of U.S. Department of Transportation and Director of the Alabama Department of Transportation are authorized to make grants for a public transportation program;

WHEREAS, the contract for financial assistance will impose certain obligations upon the Applicant, including the provision of its local share of the project costs in the program;

WHEREAS, it is required by the U.S. Department of Transportation in accord with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under 49 USC Section 5311 the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and other pertinent directives and the U.S. Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the Applicant that disadvantaged business enterprise (minority business enterprises and woman business enterprises) be utilized to the fullest extent possible in connection with this/these project (s), and that definite procedures shall be established and administered to ensure that disadvantaged business enterprises (DBEs) shall have the maximum feasible opportunity to compete for contacts and purchase orders when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

NOW, THEREFORE, BE IT RESOLVED BY THE CULLMAN COUNTY COMMISSION

1. That Chairman Jeff Clemons is authorized to execute and file an application on behalf of The Cullman Area Rural Transportation System with the Alabama Department of Transportation to aid in the financing of administration, planning, capital and/or operating assistance projects pursuant to 49 USC Section 5311, the Alabama Public Transportation Grant Program, and the Alabama Elderly and Disabled Transit Fare Assistance Program.
2. That Chairman Jeff Clemons is authorized to execute and file with such applications and assurance or any other document required by the U.S. Department of Transportation and the Alabama Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964.
3. That Chairman Jeff Clemons is authorized to furnish such additional information as the U.S. Department of Transportation and the Alabama Department of Transportation may require in connection with the application for the Program of Projects submitted to FTA.
4. That Chairman Jeff Clemons is authorized to set forth and execute affirmative disadvantaged business enterprise policies in connection to any procurements made as part of the project.

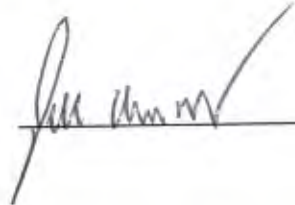
5. That Chairman Jeff Clemons is authorized to execute grant agreements on behalf of The Cullman Area Rural Transportation System with the Alabama Department of Transportation for aid in the financing of the administration, planning, capital, and/or operating assistance projects.

CERTIFICATION

The undersigned duly qualified and acting Chairman Jeff Clemons of the Cullman Area Rural Transportation System certifies that the foregoing is a true and correct copy of a resolution, adopted at a legally convened meeting of the Cullman County Commission held on June 15, 2021.

If applicant has an official seal, impress here.

Signature of Recording Officer



Title of Recording Officer

Date

Authorizing Resolution – CARES Act

Resolution No. 2021-27

Resolution authorizing the filing of an application with Department of Transportation, United States of America, and the Alabama Department of Transportation for a grant under the Federal Transit ACT.

WHEREAS, the Secretary of U.S. Department of Transportation and Director of the Alabama Department of Transportation are authorized to make grants for a public transportation program;

WHEREAS, the contract for financial assistance will impose certain obligations upon the Applicant, including the provision of its local share of the project costs in the program;

WHEREAS, it is required by the U.S. Department of Transportation in accord with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under 49 USC Section 5311 the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and other pertinent directives and the U.S. Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the Applicant that disadvantaged business enterprise (minority business enterprises and woman business enterprises) be utilized to the fullest extent possible in connection with this/these project (s), and that definite procedures shall be established and administered to ensure that disadvantaged business enterprises (DBEs) shall have the maximum feasible opportunity to compete for contacts and purchase orders when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

NOW, THEREFORE, BE IT RESOLVED BY THE CULLMAN COUNTY COMMISSION

1. That Chairman Jeff Clemons is authorized to execute and file an application on behalf of The Cullman Area Rural Transportation System with the Alabama Department of Transportation to aid in the financing of administration, planning, capital and/or operating assistance projects pursuant to 49 USC Section 5311, the Alabama Public Transportation Grant Program, and the Alabama Elderly and Disabled Transit Fare Assistance Program.
2. That Chairman Jeff Clemons is authorized to execute and file with such applications and assurance or any other document required by the U.S. Department of Transportation and the Alabama Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964.
3. That Chairman Jeff Clemons is authorized to furnish such additional information as the U.S. Department of Transportation and the Alabama Department of Transportation may require in connection with the application for the Program of Projects submitted to FTA.
4. That Chairman Jeff Clemons is authorized to set forth and execute affirmative disadvantaged business enterprise policies in connection to any procurements made as part of the project.

5. That Chairman Jeff Clemons is authorized to execute grant agreements on behalf of The Cullman Area Rural Transportation System with the Alabama Department of Transportation for aid in the financing of the administration, planning, capital, and/or operating assistance projects.

CERTIFICATION

The undersigned duly qualified and acting Chairman Jeff Clemons of the Cullman Area Rural Transportation System certifies that the foregoing is a true and correct copy of a resolution, adopted at a legally convened meeting of the Cullman County Commission held on June 15, 2021.

If applicant has an official seal, impress here.

Signature of Recording Officer



Title of Recording Officer

Date

CARTS Public Hearing

June 15, 2021

Everyone Please Sign in for CARTS Public Hearing

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Judy Bradford

Edith Stewart

John Tucker

Ann T. Beach

Christy Perry

Mya Eddy

Clarence

Raylene Little

Tommy Graves

Kayla Graves

Greg Fedor

Bob Postman

Jeff Clemons
Chairman

John Bullard
County Administrator



Kerry Watson
Associate Commissioner, Place 1

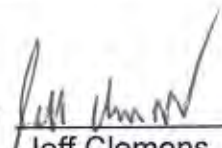
Garry Marchman
Associate Commissioner, Place 2

Local Match Certification

We, the undersigned representing Cullman County Commission - C.A.R.T.S. do hereby certify to the Alabama Department of Transportation that the required local funds for the Cullman County Public Transportation Program are available from the following sources:

General Fund:	\$275,500
Other: (Farebox)	\$50,000

These funds will be available as of October 1, 2021.

Applicant: 

Jeff Clemons
Chairman, Cullman County Commission

Date: 6/15/21



Electronic Signature & Information Delivery Disclosure and Consent Agreement

Cust. No. 9030171

Disclosure

Electronic Signatures: Any signatures (yours or those of representatives of ADS Security) created electronically will be applied to this Electronic Signature & Information Delivery Disclosure and Consent Agreement (the "Disclosure and Consent Agreement") and any ADS Security agreement (the "Agreement"). These and any other related forms will be considered authentic, bona fide, and legally binding.

Delivery of Information in Electronic Form: All information required by law to be sent to you regarding the services and other items provided to you under the Agreement, and any other information provided to you from us in connection with the Agreement, including any billing and payment information, may be provided to you in electronic form. Such information will be provided as it becomes available either (1) via e-mail at the e-mail address you specify on this Disclosure and Consent Agreement below (or subsequently change by contacting us as described below), or (2) via fax or U.S. mail upon request by you in writing, over the phone, in an e-mail, or through the Customer Portal page of our company's website.

Requesting Paper Copies: A copy of the Agreement will be sent to your e-mail address set forth on the face of this Disclosure and Consent Agreement. You may also request a free paper copy of any available information that we can provide in electronic form by contacting our Customer Care Department at 1-866-837-8110, or by e-mail at customer care@adssecurity.com.

Hardware and Software Requirements: In order to receive information from us in electronic form you must have an e-mail address and a computer or mobile device with access to software capable of sending and receiving e-mail via the Internet. Your computer or mobile device must be capable of sending, receiving, accessing, displaying, and either printing or storing information received in electronic form via an HTML formatted e-mail containing PDF attachments.

Updating your E-mail Address: You may update your e-mail address by going to the Customer Portal page of our company's website, www.adssecurity.com, and following instructions there, or by contacting our Customer Care Department at 1-866-837-8110, or by e-mail at customer care@adssecurity.com.

Withdrawing Consent: You may request to withdraw your consent to receive information electronically by contacting our Customer Care Department at 1-866-837-8110, or by e-mail at customer care@adssecurity.com. However, doing so does not invalidate any electronic signatures on this Disclosure and Consent Agreement or other documents that are part of, or related to, the Agreement.

By electronically signing this Disclosure and Consent Agreement, and providing us with your e-mail address, you consent and agree to allow ADS Security to regard all other electronic signatures on all other documents that are part of, or related to, the Agreement as authentic, bona fide, and legally binding. You also consent to electronic delivery of all documents that are part of, or related to, the Agreement .

Customer(s) Consent

Customer Signature

Ken Walling

Date 6/17/2021 1:08:44 PM
 Print Name Ken Walling
 Title IT Director
 E-mail kwalling@co.cullman.al.us

Customer Signature

Date
 Print Name
 Title
 E-mail



Installation & Monitoring Agreement

Cust. No. 9030171
Job No(s).

Customer			
Name	Cullman County Water Dept		
Street 1	2051 2nd Avenue Southwest		
Street 2			
City	Cullman	State	AL Zipcode 35055
Contact			
Phone 1	(256) 734-2900	Phone 2	(256) 595-4489
Fax			
E-mail	rwaldrep@co.cullman.al.us		
Other Contact	Phone		

Site (the secured premises)			
Site Identifier	Cullman County Water Dept Shop		
Street 1	2051 2nd Avenue Southwest		
Street 2			
City	Cullman	State	AL Zipcode 35055
Site Contact	Randy Phillips		
Phone 1	(256) 734-2900	Phone 2	(256) 255-3828
Fax			
E-mail	Rwaldrep@co.cullman.al.us		

Services Provided	
Existing System #1	
Monitoring Fees (301)*	
ADS Aniware - GSM (301TCGSM)*	
Service Agreement (303)*	
Cell - Secondary (308S)*	
Service Agreement	
	New Services Subtotal \$9.62
Existing System #3	
Service Agreement (303)*	
Service Agreement (303)*	
Service Agreement (303)*	
Service Agreement (303)*	
Service Agreement	
	New Services Subtotal \$22.73

Installation	
Total Purchase/Installation Charges	\$3,327.50
Deposit Due (with Agreement*)	\$0.00
Balance Due (upon installation)	\$3,327.50

*Agreement restrictions based on credit rating may apply.
IMPORTANT NOTE ABOUT SALES TAX: The contracted amounts on this form DO NOT include any local or state sales taxes. Sales taxes will be charged (where applicable) when the installation is completed.

Contract/Renewal Terms; Billing Cycle & Method	
Initial Term	Three (3) Years
Renewal Terms	Thirty (30) Days
Billing Cycle	Use Existing Cycle
Billing Method	Use Existing Method

Notes

Upgrading security control panel, 1 keypad, adding one keypad by back side door, add two wireless door sensor to back and side warehouse door, wireless receiver,

Adding 4 cameras to existing DVR

Existing Monthly Charges*	\$135.06
New Monthly Charges	\$32.35
Total Monthly Charges	\$167.41



Installation & Monitoring Agreement Terms and Conditions

Cust. No. 9030171

1. Definitions

This paragraph defines certain terms used in this Installation and Monitoring Agreement. "Agreement" means this Installation and Monitoring Agreement. "Premises" means the secured premises address identified on page 1. "Company" means ADS Security, LLC, and, when such term is used in paragraphs 5 and 6 of this Agreement, shall also include its partners, limited partners, general partners, shareholders, directors, officers, employees, agents, subcontractors, independent contractors and assigns. "Customer", sometimes referred to as "you," means, in the case of residential premises, the individual(s) signing this Agreement, and, in the case of commercial premises, the entity named as the "Customer" on page 1. Any individual signing this Agreement on behalf of an entity hereby represents and warrants to Company that he/she has the authority to legally bind such entity. "System" means the equipment, hardware, wiring, related components, CPU chip, software, data, passcode to the software, the transmitting and receiving equipment required for monitoring service, and apparatus provided in the Schedule of Equipment (to be installed) section of this Agreement.

2. Installation Charges; Ownership; Risk of Loss; Credit Investigative Reports; Monitoring

Customer shall pay Company the "Deposit Due (with Agreement)" when this Agreement is executed and "Balance Due (upon installation)" upon substantial completion of the installation of the System. The contracted amounts on this agreement DO NOT include any local or state sales tax. Sales tax, if any, will be charged and invoiced when the installation is completed or when the Services are invoiced. If there is a delay of installation due to no fault of Company, Company may in its sole discretion bill the "Balance Due (upon installation)" progressively on a percentage of completion basis or invoice the remaining balance upon substantial completion of the installation. Unless the System is leased, the System will become the property of Customer upon full payment of the "Total Purchase/Installation Charges." Leased equipment will always remain property of the Company. If purchased, risk of loss to the System shall pass to Customer upon delivery to the Premises. Customer permits and consents to credit investigation reports by Company throughout the initial term and all renewal terms of this Agreement. Company will begin the monitoring and notification services only after the System is installed, operational, and the "Total Purchase/Installation Charges" have been paid, in full.

3. Total Monthly Service Charges; Finance and Late Charges

Customer agrees to pay Company the "Total Monthly Charges" per the "Billing Cycle" set forth on page 1 of this Agreement (subject to increase as provided in Paragraph 4 of this Agreement) for the initial term of this Agreement and any renewal term. Payment is due on the date provided on each invoice. A finance charge of the lesser of 1.5 percent per month (18 percent per year) or the maximum rate permitted by applicable law will apply to all invoices not timely paid per the applicable invoice. In lieu of a finance charge, the Company may in its sole and absolute discretion charge the Customer an administrative fee (late charge) of 5 percent of any payment received by Company after the date the payment is due and owing, which the Customer agrees to pay.

4. Increase in Charges

Company may increase the Total Monthly Charges at any time after 12 months from the Effective Date of this Agreement. If Customer is unwilling to pay the increase, Customer must (i) notify Company in writing; and (ii) mail the notice within 30 days of the date of Company's notice of the increase. If Customer does not timely notify Company, Customer hereby consents to the increase and all other terms and conditions of this Agreement shall remain unchanged and in full force and effect. In the event Company receives a notice from Customer indicating unwillingness to pay the increase, Company may, in its sole discretion, elect to terminate this Agreement upon 30 days written notice to Customer or continue the prior rate and allow this Agreement to remain in full force and effect.

5. LIMITATION OF COMPANY'S LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OF ANY KIND OR DEGREE, STRICT PRODUCT LIABILITY, INDEMNIFICATION OR CONTRIBUTION, OR ANY OTHER THEORY OF LIABILITY WHATSOEVER ARISING IN ANY WAY FROM ANY FAILURE OF THE SYSTEM, OR ANY COMPONENT THEREOF, IN ANY RESPECT, OR A FAILURE OF COMPANY OR OTHERS TO PERFORM, OR PROPERLY PERFORM, ANY OF THE OBLIGATIONS CONTRACTED FOR HEREIN, INCLUDING, BUT NOT LIMITED TO, RECOMMENDATIONS, DESIGN, INSTALLATION, REPAIR, MONITORING, SERVICES, OR ANY OTHER SERVICES WHICH THE CUSTOMER CLAIMS WERE PROVIDED OR SHOULD HAVE BEEN PROVIDED UNDER THIS AGREEMENT, THE COMPANY'S MAXIMUM LIABILITY WILL BE LIMITED TO A SUM NEVER TO EXCEED ONE THOUSAND DOLLARS (\$1000), COLLECTIVELY FOR COMPANY, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE. COMPANY MAY AGREE TO ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY CUSTOMER AND COMPANY. IF COMPANY DOES AGREE TO ASSUME A GREATER LIABILITY, A RIDER WILL BE ATTACHED TO THIS AGREEMENT WHICH MUST BE SIGNED BY COMPANY AND CUSTOMER TO BE BINDING. THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR, AMONG OTHER THINGS, LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; BUSINESS INTERRUPTION; GOVERNMENT FINES AND CHARGES; PERSONAL INJURIES OR DEATH; ECONOMIC DAMAGES; NON-ECONOMIC DAMAGES; PAIN AND SUFFERING; LOST WAGES; LOSS OF EARNING CAPACITY; CROSS-CLAIMS AND OTHER CLAIMS FOR INDEMNITY AND CONTRIBUTION; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS LIMITATION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE.

6. NO THIRD-PARTY BENEFICIARIES; INDEMNIFICATION OF COMPANY; AND SUBROGATION WAIVER

CUSTOMER AND COMPANY AGREE THAT THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND, RELEASE AND HOLD COMPANY HARMLESS FROM AND AGAINST (i) ALL CLAIMS, ACTIONS, LAWSUITS AND ANY OTHER LEGAL ACTION BROUGHT BY ANY THIRD PARTY AGAINST THE COMPANY ARISING IN ANY WAY FROM THIS AGREEMENT OR THE SERVICES (A "THIRD PARTY ACTION"); AND (ii) ANY AND ALL RELATED LOSSES, DAMAGES, SETTLEMENTS AND JUDGMENTS (INCLUDING PAYMENT OF ATTORNEYS' FEES AND COSTS OF THE COMPANY) INCURRED BY, ASSESSED OR FOUND AGAINST, OR MADE BY COMPANY RELATING TO OR ARISING FROM ANY SUCH THIRD PARTY ACTION ("THIRD PARTY RELATED LOSSES"), EVEN IF SUCH THIRD PARTY ACTION AND THIRD PARTY RELATED LOSSES ARISE FROM THE NEGLIGENCE OF ANY KIND OR DEGREE OF THE COMPANY, BREACH OF CONTRACT OR WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY. THE THIRD PARTY INDEMNIFICATION OBLIGATION OF THE CUSTOMER HEREIN SHALL NOT APPLY TO ANY RECKLESSNESS, WILLFUL, WANTON OR INTENTIONAL MISCONDUCT OF THE COMPANY OR GROSS NEGLIGENCE IN THOSE STATES THAT DO NOT PERMIT INDEMNIFICATION FOR GROSS NEGLIGENCE. CUSTOMER HEREBY WAIVES ALL CLAIMS FOR RECOVERY AGAINST COMPANY AND OTHERS FOR ANY LOSS OR DAMAGE OF WHATEVER KIND OR SORT INSURED UNDER ANY POLICIES OF INSURANCE. THIS WAIVER OF SUBROGATION RIGHT SHALL EXTEND TO ALL FORMS OF SUBROGATION, INCLUDING, BUT NOT LIMITED TO, EQUITABLE AND CONVENTIONAL SUBROGATION, AND SHALL BE BINDING ON ANY AND ALL ASSIGNEES OR SUBROGATEES OF CUSTOMER'S RIGHTS.

7. Additional Customer Duties, Responsibilities

It is Customer's sole responsibility to (A) follow all Company's and manufacturer's guidelines, instructions, and recommendations; (B) comply with all laws, codes and regulations pertaining to the System and the services Company provides under this Agreement; (C) confirm that Customer's communications equipment, technology and services are compatible with the System and communicating with Company's central monitoring station (if applicable), especially if there are changes to the equipment, technology or services, e.g., call waiting, answering machines, Digital Subscriber Line ("DSL"), Broadband over Power Lines ("BPL"), voice (or data) over the Internet ("VOIP") service, internet service provider (ISP), server, router and related passwords, etc.; (D) test the System at least weekly, and whenever changes are made to communications equipment, technology or service for the Premises; and (E) immediately report any problem or failure of the System to Company for service. Customer promises that (i) the System and services in this Agreement are for Customer's own use and not for the benefit of any other party; and (ii) Customer is the owner of the Premises where the System is being installed or Customer has the authority to authorize Company to install such System.

8. Laws and Permit Requirements; False Alarm Fees

Local and/or national codes or laws may require Customer to have certain types of Systems or components installed in various specified locations of Customer's premises. Because Customer has chosen the System described hereinafter considering and balancing the levels of protection afforded by various Systems and the related costs, it is agreed that it is Customer's responsibility to be informed of, and to comply with, such local and/or national codes and laws as they may relate to Customer's premises. Under no circumstances will Customer hold Company responsible for violations of any such codes or laws. Many jurisdictions require an alarm permit with a monitored security system. Please be advised that it is Customer's responsibility to acquire an alarm permit from the local authorities and pay all applicable fees or Customer may be fined. Any permit fees which may be required for monitoring may be passed along to Customer. Some police departments will not dispatch unless a permit is on file with the central monitoring station. Customer is responsible for any fine or penalty assessed as a result of a false alarm.

9. Installation

Customer shall provide Company with access to the Premises during Company's normal working hours and provide Company with adequate light and power for installation of the System. Installation may require drilling into various parts of the Premises. Customer consents to same and understands and agrees that Company is not responsible for any damage or repairing any damage (cosmetic or otherwise) caused during installation, including from lead paint, asbestos or otherwise. Customer acknowledges that Company has no knowledge of existing hidden pipes, wires or other like objects or dangers within walls, floors, ceilings, and other concealed spaces, and it is Customer's obligation to advise Company of such objects or dangers and Company is released from any damages, losses or expenses resulting from or as a consequence of such hidden objects or dangers.

10. Takeover Systems

If contracted for, Company will attempt to connect Customer's personally owned system which was not sold or installed by Company ("Pre-existing System") to Company's central monitoring station. Company will advise Customer of required repair or replacement costs, if any, to connect Customer's Pre-existing System to the central monitoring station. If Customer declines to pay such costs, Company may cancel this Agreement without any liability. If Customer's Pre-existing System is connected to the central monitoring station, Company shall have no liability for the operation, non-operation, actuation, non-actuation, or erroneous actuation of the Pre-existing System or connection. Any repairs will be performed on a time and material basis, subject to available parts, and the Pre-existing System will not be eligible for the "New Installation Warranty" set forth in paragraph 11. If Company takes over from another company rendering services to a Pre-existing System, in whole or in part, Company has no duty or obligation to re-engineer, verify compliance to code or industry standards, or test the Pre-existing System at any time, including during any future service call. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE PRE-EXISTING SYSTEM, THE DESIGN, CODE COMPLIANCE, OPERATION OR SUITABILITY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. New Installation Warranty; Service Plan; Time & Material and Emergency Service; Service Hours

New Installation Warranty. For 90 days following the installation of the System, Company will repair or, at Company's option, replace any part of the System which becomes defective excluding wiring, ordinary wear and tear, and all conditions and exclusions set forth below without charge to Customer (hereinafter the "New Installation Warranty"). The New Installation Warranty does not apply to a "Pre-existing System" or any of the Exclusions below. **Service Plan.** If Customer purchased the "Service Plan," Company will repair or, at its option, replace any part of the System due to ordinary wear and tear or malfunction of the System, but not due to any Exclusion below. The Service Plan and the related billing will commence on the date the System is installed or on the date the Service Plan is purchased. **Exclusions.** The following are excluded from the New Installation Warranty and Service Plan: (i) damage from accidents, vandalism, negligence, Acts of God, natural disasters, war, terrorism, civil strife, water and moisture, lightning, electrical surge, fire, alteration, abuse, or misuse; (ii) Customer's failure to properly close or secure a door, window or other point protected by an alarm device; (iii) Customer's failure to follow Company's and manufacturer's guidelines, instructions, and recommendations; (iv) trouble in telephone line, use of non-traditional telephone line or service (including, but not limited to, DSL, Asymmetric Digital Subscriber Line ("ADSL"), VOIP, etc.), radio frequency interference or due to any service interruption; (v) changes to the System necessitated by a change in telephone service provider, area code or dialing changes; (vi) addition or removal of an answering machine, fax, modem, DSL, T-1, Integrated Services Digital Network ("ISDN"), call waiting or other calling features; (vii) repairs needed to security screens, exterior mounted devices or Programmable Read Only Memory ("PROM"); (viii) alterations to the Premises; (ix) alterations to the System made at Customer's request, required by a change to the Premises or technology made by cellular, internet, and radio frequency service providers and their related cellular service networks (e.g. converting 3G network to 5G); (x) unauthorized repair or service; (xi) manufacturer recalls or advisory notices; (xii) replacement batteries and related labor; and (xiii) for any other cause beyond Company's control. **Time & Material and Emergency Service.** For any services not covered by the New Installation Warranty or a Service Plan, Customer shall pay Company on a time and material basis at Company's then prevailing rates for any service call. If any services are requested outside of Company's normal working hours, Customer will be required to pay a surcharge at Company's then applicable rates. **Service Hours.** Company will not perform any service unless requested by Customer. Upon such request, all service will be done as soon as reasonably possible during Company's normal working hours. Company assumes no responsibility for any delay in performing any service, or any event (burglar, fire or otherwise) or loss (property damage, personal injury or otherwise) which occurs before or during any service. Company may, in its sole discretion, use new or used parts for any replacement services from the original or other manufacturers.

12. Warranties

EXCEPT FOR THE NINETY (90) DAY NEW INSTALLATION WARRANTY SET FORTH IN SECTION 11 ABOVE, NO EXPRESS OR IMPLIED WARRANTIES EXTEND BEYOND THE FACE OF THIS AGREEMENT. THE COMPANY MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY AND ALL SUCH WARRANTIES BEING EXPRESSLY WAIVED UNDER THIS AGREEMENT.

13. Internet Monitoring

If applicable or contracted for, Customer acknowledges that internet monitoring is subject to interruptions due to numerous causes that may result in loss of System's communication signals from Premises through no fault of Company. Customer acknowledges that Company cannot warrant reliability of Customer's internet service or provider and that Company makes no representations regarding the reliability of internet communications. Customer accepts full responsibility for mitigating loss of, and restoration of, internet communications. Customer acknowledges that, in the event of internet communication failure, the central monitoring station will be unable to monitor the System until internet communications are restored by Customer and verified by Company. Customer further understands that Company will not be able to advise Customer of communication failure when internet communications fail and that altering, changing, switching, or disconnecting the communications equipment and/or Customer's internet network (including, without limitation, the server, router, passwords or internet service providers) may compromise the transmission of signals to the central monitoring station and render the communications equipment unable to transmit signals.

14. Remote Access to System

For any remote access or user interface for monitoring and controlling the System, Customer is responsible for maintaining the confidentiality of any access login and password, and Customer is responsible for all uses of the login, password, and PINS, and any and all related charges or changes, whether or not authorized by Customer.

15. Audio/Video Surveillance

If Customer purchased video surveillance services ("Video Surveillance") or video services through "ADS Aniware®" or otherwise, Customer agrees to: (A) use the services for security and/or management purposes only; (B) inform all persons on the Premises that they may be monitored by video; (C) provide and maintain adequate power and lighting for all cameras and other video-related equipment; (D) not use or permit the use of the video in any location where a person may have a reasonable expectation of privacy; (E) not use the video for any unlawful activity; (F) use appropriate broadband speed to transmit video images; and (G) obtain and maintain all required permits and licenses. Customer further understands and agrees that the video surveillance system may allow Company to record, store and review images of certain areas of the Premises. In that event, Customer agrees, authorizes and consents to Company recording, storing and reviewing video images. DEPENDING ON THE STATE IN WHICH CUSTOMER RESIDES, IF CUSTOMER PURCHASES VIDEO SURVEILLANCE WITH AUDIO CAPABILITY, SUCH AUDIO CAPABILITY MAY REQUIRE THE PRIOR CONSENT OF ALL PARTIES TO SUCH COMMUNICATIONS. AS SUCH, CUSTOMER IS SOLELY RESPONSIBLE, TO THE EXTENT REQUIRED BY LAW, FOR INFORMING PERSONS ON THE PREMISES THAT THEY MAY BE MONITORED BY AUDIO COMMUNICATIONS AND FOR OBTAINING THE CONSENT FROM ALL SUCH PERSONS TO THE RECORDING, STORING, AND REVIEWING OF SUCH AUDIO COMMUNICATIONS.

16. Video Verification

If video verification service is provided under this Agreement, when the video system is armed and the detection device or motion sensor receives a signal, the video verification service is designed to send a video transmission to the central monitoring station and alert the central monitoring station to view the video presented. If the central monitoring station determines, in its sole discretion, that suspicious, criminal activity or other emergency conditions are present, Company will attempt to notify the police department or other emergency personnel ("Authority") and the first person on the Customer's emergency call list to advise that the Authority has been notified. In addition, Customer authorizes Company to transmit such video information to the Authorities and others listed on Customer's emergency call list. If otherwise requested through written directives by Customer and agreed to by Company, Company will provide alternative response services to the extent expressly directed. If the central monitoring station reasonably determines, in its sole discretion, that no suspicious, criminal activity or other emergency condition is present, then no further action may be taken by the central monitoring station. The Customer hereby consents to the Company remotely accessing various equipment, systems and wireless or internet connections (such as security cameras, CCTV systems, access control systems, servers, DVRs, NVRs, home automation and other networking or internet connected devices) of the Customer for the limited purpose of remotely servicing or providing services contracted-for under this Agreement, including, without limitation video verification services.

17. Timer Tests

If a Timer Test is contracted for and referenced on the first page of this Agreement, the Timer Test seeks to verify, at the time of the Timer Test only (once a day for Daily, once a week for Weekly and once a month for Monthly), the communications path between the System and the central monitoring station. The Timer Test does not test each and every component of the System or ensure that it is functioning properly. If the System passes the Timer Test, there will be no further action. If the System fails the Timer Test, you will receive a telephone call, an email or text message from the central monitoring station advising you of the failure, and it is Customer's responsibility to schedule service with Company to address the failure.

18. Additional Equipment or Service

Any additional equipment or services requested or authorized by Customer and provided by Company after the execution of this Agreement shall be subject to all terms of this Agreement (including the Limitation of Liability and No Third-Party Beneficiaries; Indemnification of Company and Subrogation Waiver) unless expressly provided for in a separate written agreement between Customer and Company which includes, among other clauses, a Limitation of Liability and No Third-Party Beneficiaries; Indemnification of Company and Subrogation Waiver.

19. Transmission of Data

Customer understands that the System may transmit data to a central monitoring station or elsewhere using one or more forms of communications equipment or services, including, a telephone network, BPL, VOIP, the internet, cable system or some form of wireless communications (e.g., cellular or another form of radio transmission). The System's ability to transmit data and the ability of a central monitoring station to receive and understand data will be dependent upon the proper functioning of the communication equipment and service provided. Company is not responsible in any way for the proper functioning of the applicable customer provided communications equipment or service provided and makes no warranties or representations whatsoever regarding its reliability or adequacy or functionality. Accordingly, Customer understands that the System is not infallible and the transmission and receipt of data from the System, regardless of the communications equipment or type of service used, may be interrupted, circumvented, outside the control of Company, or otherwise compromised. Customer understands: (i) the System including, without limitation, the communications equipment or service used in the System, is not supervised; (ii) if the communications equipment or service is incompatible, inoperative, or interrupted by any interference, loss of a telephone line or dial tone (either because the line is cut, off the hook, or otherwise), or any other cause, there will be no indication of such interruption at the central monitoring station; and (iii) for an additional cost, Customer may purchase some form of redundant communications equipment or service, such as some form of wireless communication.

20. Access, Communication, and Storage

Company is not responsible for Customer's or the System's method of access, communication, or data storage, whether via internet, cellular radio, telephone, remote, wireless, cloud, or otherwise. It is understood that the access, communication, and data storage providers are not agents of Company and Company shall not be liable for the access, communication, or storage provider's negligent performance or delay in performance. Company shall have no responsibility for failure of data transmission, corruption or unauthorized access.

21. Customer Default; Company's Remedy

Customer will be in breach of this Agreement if: (i) customer fails to pay any fees, charges, or other amounts within 10 days of when due; (ii) Customer terminates this Agreement prior to the end of the initial term or any renewal term; or (iii) Customer fails to comply with any of the other terms of this Agreement. If Customer breaches this Agreement, in addition to any other remedies provided by law, Company may, without notice and in its sole discretion, do any or all of the following: (1) terminate any or all of the Services and/or this Agreement in its entirety; (2) accelerate and declare immediately due and payable an amount equal to 75% percent of all fees to be paid by Customer during the remaining initial term and/or renewal term; (3) collect from Customer Company's court costs and reasonable attorneys' fees if Company retains an attorney; and/or (4) offset any prepayments or credits owed to Customer against any amounts Customer owes Company. All remedies are cumulative. A default by Customer under this Agreement shall be a cross-default under any other agreement between Customer and Company. Even if Customer moves from the Premises, Customer is responsible for payments under this Agreement for the unexpired initial term or any renewal term, and this Agreement shall remain in full force and effect.

22. Company's Default

If Customer believes Company has breached this Agreement, Customer shall provide written notice to Company specifically identifying the breach, and then allow Company an opportunity to cure any breach within 10 business days after receipt of the written notice. If the breach cannot be reasonably cured within said period, Company will promptly commence to cure and diligently proceed until cured. If Company cures any said breach as provided herein, this Agreement shall continue uninterrupted and Company shall not be liable to Customer for any such breach.

23. Company's Right to Cancel

Company may cancel this Agreement upon thirty (30) days written notice to Customer for any of following reasons: (A) the central monitoring station or facilities are destroyed or damaged so that it is impractical for Company to continue service; (B) Customer fails to follow Company's and manufacturer's guidelines, instructions, and recommendations; (C) Customer refuses to allow Company to repair or replace any defective part of the System; (D) Company cannot acquire or retain the transmission connections or authorizations to transmit signals between the Premises, the central monitoring station, and the police or fire department or medical emergency agency; (E) Company determines that it is impractical to continue service due to the modification or alteration of the Premises; (F) the System, in the sole discretion of Company, is generating an excessive number of false alarms or signals which may adversely affect the central monitoring station; or (G) if Customer is verbally or physically abusive to any employee, subcontractor or representative of Company (including any operator at the central monitoring station). If Company cancels this Agreement pursuant to this paragraph, Company will refund any payments made for services to be supplied after the date of such cancellation.

24. Assignability of Agreement

This Agreement is not assignable by Customer except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement (in whole or in part) is assignable by Company without consent of Customer.

25. Consent to Record, Disclose and Use Contents of Communications

Customer, as the authorized agent of Customer's family, guests, employees, agents and others hereby consents to Company recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic and other forms of transmission or communication to which Customer, any person or Company are parties.

26. Subcontractors

Company has the right to subcontract any of its duties or obligations under this Agreement without consent of Customer, including, but not limited to, the use of subcontractors to provide installation, repair, monitoring or signal transmission facilities and services. This Agreement (including without limitation, Limitation of Liability, No Third-Party Beneficiaries, Indemnification of Company and Subrogation Waiver) applies to all the work and services of the subcontractors.

27. Agreement for Telephone/Text/Email Contact

You hereby expressly authorize Company to contact you using an automated calling device, text, or email to deliver a message to set/confirm a service/installation appointment, notify of alarm alerts, for marketing related purposes or other updates at the telephone number(s) or email addresses provided by Customer (in addition to those currently on file with Company).

28. Binding Agreement; Amendments; General Legal Matters; Waiver of Jury Trial; One Year Time Limitation for Legal Action

This Agreement is binding upon Company only (A) when signed by its authorized representative, or (B) upon commencement of the Service or Installation. Should any term or condition of this Agreement be deemed unenforceable, the rest of this Agreement shall remain in full force and effect. Changes or amendments to this Agreement must be in writing and signed by both Company and Customer. This Agreement is binding on the heirs, executors, administrators, and successors of Customer, and shall be governed by and construed according to the laws of the State of Tennessee without reference to its conflicts of law rules, or who drafted this Agreement. ALL CLAIMS, ACTIONS OR PROCEEDINGS AGAINST COMPANY MUST BE COMMENCED IN COURT WITHIN ONE YEAR FROM THE DATE OF ANY PERSONAL INJURY, DEATH, PROPERTY LOSS, OR DAMAGE THAT MAY GIVE RISE TO THE CLAIM. Time is of the essence. Customer irrevocably consents and submits to the exclusive jurisdiction and venue of any Chancery court sitting within Davidson County, Tennessee, for any lawsuit arising from, or related to, this Agreement. If the Chancery court sitting within Davidson County, Tennessee, refuses to or is unable to hear such suit, then Customer irrevocably consents and submits to the exclusive jurisdiction and venue of any court sitting within Davidson County, Tennessee. Customer waives any objection that it may have to jurisdiction or venue of any such suit. CUSTOMER AND COMPANY HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. SECTIONS 5, 6, 21, 26 AND 28 OF THIS AGREEMENT SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT, OR BREACH BY COMPANY.

29. Third Party Portals

Should Customer request that Company register with a vendor or supplier portal or related third party processing company for the submission and payment of invoices, contract management, scheduling, exchange of information or other purposes related to the management of the relationship between Company and Customer ("Third Party Portal(s)"), and those Third Party Portals require Company to pay registration or other fees, Customer agrees to reimburse Company the entirety of the registration or other fees upon receipt of an invoice from Company. Any terms and conditions of use by the Third Party Portals, whether or not accepted by Company, shall in no way supersede, modify, amend, invalidate, change, add to or subtract from the terms and conditions between ADS and the Customer as set forth in this Agreement, or the related Charges and payment due date. Customer and Company intend and agree that the TERMS AND CONDITIONS of this Agreement shall solely and exclusively govern the relationship between Customer and Company for all equipment, services and other matters set forth in this Agreement. Company shall have no obligation to register with any Third-Party Portal unless the duty of Company to register is made an express written part of this Agreement.

30. State of Alabama Notice

If Customer is a resident of the State of Alabama, complaints may be directed to: The Executive Director, The Alabama Electronic Security Board of Licensure, 7956 Vaughn Road, Suite 392, Montgomery, AL 36116. Customer may also call (334) 264-9388 or fax to (334) 264-9332.

31. North Carolina Contact Information

North Carolina Alarm Licensing Board, 3101 Industrial Drive, Suite 104, Raleigh, NC 27609, Telephone Number (919) 788-5320.

32. License Numbers

AL LIC 001 050 062 072 073 080 083 094 231 1562 1640 A-0269 A-0273 A-0299 A-0625 A-0670 S-55514 FL LIC EF20000867 EF20001268 FPC20-000121 GA LIC LVU406710 LVA205166 LVA205624 LVA206076 LVA206037 IL LIC 127001654 MS LIC 15008579 10072508 10051129 NC LIC 2554-CSA SP.FALV.30986 SC LIC BAC.5181 FAC.3221V\BAC.13626 FAC.13633 BAC.13696 FAC.13663 BAC.13780 FAC.13733 FAC.13731 TN LIC 183 685 1417 1571 1951 Reference www.adssecurity.com/legal/licenses for license information.



Schedule of Equipment and Installation Instructions

Existing System #1

Cust. No. 9030171
CS No.
Job No.

Equipment to be Installed (summary by location)

Location/Description	Quantity
Area 1	
Control Panel	1
Door/Window Contact (wireless)	2
Wireless Receiver	1
Keypad	2

Equipment to be Installed (summary by equipment type)

Description	Quantity
Control Panel	
CPN-HWL-VISTA-20P	1
Door/Window Contact (wireless)	
WDW-HWL-5815	2
Wireless Receiver	
WRC-HWL-5881ENH	1
Keypad	
PKP-HWL-6160RF	2

Communication Paths

Primary	Secondary	By	N/A
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Control Panel Programming

Special Conditions

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Notes & Special Installation Instructions

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Schedule of Equipment and Installation Instructions

Existing System #3

Cust. No. 9030171
CS No.
Job No.

Equipment to be Installed (summary by location)	
Location/Description	Quantity
Area 1 Camera HD over COAX	4

Equipment to be Installed (summary by equipment type)	
Description	Quantity
Camera HD over COAX CHD-HWL-HB276HD4	4

Communication Paths		Control Panel Programming	
Primary	Secondary	By	N/A

Special Conditions

Notes & Special Installation Instructions



Installation & Monitoring Agreement
Agreement, Authorization & Signatures

Cust. No. 9030171

Agreement & Authorization

EFFECTIVE DATE; TERM AND RENEWAL: THIS AGREEMENT SHALL BE BINDING AS OF THE LAST DATE WRITTEN BELOW, OR ON THE DATE INSTALLATION OF EQUIPMENT OR SERVICES BEGIN, WHICHEVER OCCURS FIRST. THIS AGREEMENT SHALL HAVE AN INITIAL TERM OF THREE (3) YEARS, WHICH SHALL COMMENCE WHEN THE APPLICABLE EQUIPMENT IS INSTALLED AND/OR THE SERVICES BEGIN (THE "EFFECTIVE DATE"). AT THE END OF THE INITIAL TERM, CONTRACTED SERVICES SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE TERMS OF ONE (1) MONTH UNLESS TERMINATED BY EITHER PARTY BY WRITTEN NOTICE PROVIDED AT LEAST THIRTY (30) DAYS BEFORE THE END OF THE CURRENT TERM.

By executing this Agreement, Customer agrees to the terms and conditions set forth herein. Customer specifically acknowledges Customer has read all pages of the Agreement and understands all the terms and conditions of this Agreement, including but not limited to, Paragraph 5, Limitation of Liability, Paragraph 6, No Third-Party Beneficiaries; Indemnification of Company; and Subrogation Waiver and Paragraph 27, Binding Agreement, Amendments, General Legal Matters; Waiver of Jury Trial; One Year Time Limitation for Legal Action.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Agreement to be executed on the date first written below.

The Customer(s)

Customer Signature

Ken Walling

Date 6/17/2021 1:09:26 PM
Print Name Ken Walling
Title IT Director

Customer Signature

Date
Print Name
Title

The Company (ADS Security)

ADS Representative

Kim Trelles

Date 6/17/2021 7:48:34 AM
Type Name Kim Trelles

Approved By ADS Representative *

Date
Type Name



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southern Region
Alabama, Mississippi

100 West Cross Street
Suite B
Jackson, MS 39208

July 12, 2021

The Honorable Woody Jacobs
Mayor of Cullman
mayor@cullmanal.gov

Mr. Jeff Clemons
Chairman, Cullman County Commission
jclemons@co.cullman.al.us

Dear Mayor Jacobs and Mr. Clemons:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. 3-01-0022-029-2021 at Cullman Regional-Folsom Field Airport in Cullman, Alabama. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than August 12, 2021 in order for the grant to be valid.
- c. Once the sponsor's authorized representative has electronically signed the grant, the sponsor's attorney will automatically be sent via email the grant to provide their electronic signature.
- d. You may not make any modification to the text, terms or conditions of the grant offer.
- e. Following the attorney's action, the executed grant will be automatically sent to all parties as an attachment to an email.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:

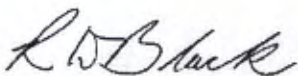
1. Non-construction project: Due annually at end of the Federal fiscal year.
2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Ryan Constans, (601) 664-9895, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Rans D. Black
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	July 12, 2021
Airport/Planning Area	Cullman Regional-Folsom Field Airport
FY2021 AIP Grant Number	3-01-0022-029-2021
Unique Entity Identifier	075455550

TO: City of Cullman and Cullman County, Alabama
(herein called the "Sponsor". The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 12, 2021, for a grant of Federal funds for a project at or associated with the Cullman Regional-Folsom Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Cullman Regional-Folsom Field Airport (herein called the "Project") consisting of the following:

Reconstruct Runway 2/20 (5,500±' x 75'); Reconstruct Runway 2/20 Lighting (MIRL)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$3,622,814.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 3,622,814 for airport development or noise program implementation; and,

\$ 0 for land acquisition.

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
 - a. Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).
 - b. Budget Period:
 1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
 - c. Close Out and Termination
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 12, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;

- c. May be increased by not more than the greater of the following for a, land project, if funds are available:
 - 1. 15 percent; or
 - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

18. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

- a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

21. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 - b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph a. of this condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
 - c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.
 - d. Our right to terminate unilaterally that is described in paragraph a. of this condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
- 22. AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 23. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated November 2018, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

24. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a.2. below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this condition more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
25. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.

SPECIAL CONDITIONS

26. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
27. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this Grant until the Sponsor has received from the FAA Office of Civil

Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and, if applicable its ACDBE program.

28. **Obstruction Removal.** The Sponsor agrees to:

- a. Clear Parcels 17,19,20,29,30,31,32,33,34 and 35, as shown on Exhibit "A" Property Map, of the tree obstructions to the 20:1 approach surface to Runway 2. The 20:1 approach surface is further defined as line 4 in Table 3-2 of AC 150/5300-13A as updated in Engineering Brief No. 99A dated July 24, 2020. The afore mentioned Parcels must be cleared prior to marking Runway 2 threshold at 34°15'41.250"N, 86°51'38.248"W (existing published location) to maintain a runway length of 5,500 feet without published declared distances.
- b. Provide the FAA a letter signed and stamped by a licensed surveyor or engineer in the state of Alabama certifying obstructions have been removed within 30 days of removal. The letter shall clearly indicate the FAA obstruction ID and coordinate of obstruction that has been removed.
- c. Do not erect, nor permit the erection of any permanent structures or obstructions on the airport except those required for aids to air navigation or those which have been specifically approved by the FAA on an Airport Layout Plan (ALP) through an airspace study.

The Sponsor understands that time is of the essence in completing the above listed items. The FAA will not provide federal funds for:

- 1) Modifications to the scope of work included in this grant including, but not limited to utilization of declared distances to provide a clear 20:1 approach surface to Runways 2 and/or 20.
- 2) Contractor change order costs the FAA determines resulted from Sponsor delays in completing items a. and b. above. Such determination will be at the discretion of the FAA.

Furthermore, failure to clear obstructions described above will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the project. Such reduction will be at the discretion of the FAA.

29. **Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;

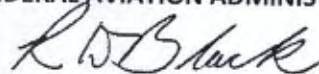
3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);
 4. Qualifications of engineering supervision and construction inspection personnel;
 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
 - a. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
 - b. Failure to provide a complete report as described in paragraph b., or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
 - c. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
30. **Non-AIP Work in Application.** The Sponsor understands and agrees that:
- a. The Project Application includes the planning and/or construction of 5,500'± x 25' of Runway 02/20 Reconstruction, electrical vault rehabilitation, application of chip seal on P-207 layer, and additional insurance coverage for the airport sponsor that are not being funded with any Federal funding in this project;
 - b. Although the Sponsor has estimated a total project cost of \$4,389,634, the total allowable cost for purposes of determining Federal participation equals \$3,622,814;
 - c. It must maintain separate accounting of cost records for the AIP and non-AIP work;
 - d. All pertinent records supporting project costs must be made available for inspection and audit by the FAA when requested; and,
 - e. All non-AIP work is the sole responsibility of the Sponsor.
31. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Rans D. Black

(Typed Name)

Manager, Jackson Airports District Office

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

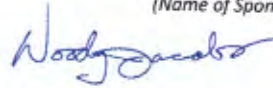
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I declare under penalty of perjury that the foregoing is true and correct.²

Dated July 14, 2021

CITY OF CULLMAN, ALABAMA

(Name of Sponsor)



(Signature of Sponsor's Authorized Official)

By: Woody Jacobs

(Typed Name of Sponsor's Authorized Official)

Title: Mayor

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Roy W. Williams, Jr. , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Alabama . Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated at July 14, 2021

Roy W. Williams, Jr.
By: Roy W. Williams, Jr. (Jul 14, 2021 13:26 CDT)
(Signature of Sponsor's Attorney)

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

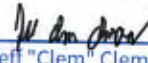
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I declare under penalty of perjury that the foregoing is true and correct.²

Dated July 19, 2021

CULLMAN COUNTY, ALABAMA

(Name of Sponsor)


Jeff "Clem" Clemons (Jul 19, 2021 12:48 CDT)

(Signature of Sponsor's Authorized Official)

By: Jeff "Clem" Clemons

(Typed Name of Sponsor's Authorized Official)

Title: Chairman

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Emily Niezer Johnston, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Alabama. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated at July 19, 2021

By: Emily Niezer Johnston
Emily Niezer Johnston (Jul 19 2021 15:34:20T)
(Signature of Sponsor's Attorney)

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. 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);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures
- e. 14 CFR Part 16 – Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport noise compatibility planning.
- g. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- j. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- k. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- m. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- n. 49 CFR Part 20 – New restrictions on lobbying.
- o. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- p. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

- q. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- r. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- s. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- t. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- u. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- v. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- w. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- x. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and

purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (**City and County of Cullman**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
 - f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2)

transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of May 12, 2021.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current versions of FAA's Advisory Circulars (A/Cs) here:

https://www.faa.gov/regulations_policies/advisory_circulars/

Airports A/Cs are found in the 150 series. In addition Airspace A/Cs, found in the 70 series, also may apply for certain projects.



May 18, 2021

TRANSMITTED VIA EMAIL

Goodwyn Mills Cawood

2400 5th Avenue South
Suite 200
Birmingham, AL 35233

T (205) 879-4462

www.gmcnetwork.com

Ben Harrison, Airport Manager
Cullman Regional Airport
231 County Road 1360
Vinemont, Alabama 35179

**RE: RUNWAY 2/20 RECONSTRUCTION
CULLMAN REGIONAL AIRPORT
AIP PROJECT NO.: 3-01-0022-029-2021
GMC PROJECT NO.: TBHM200015**

Dear Mr. Harrison:

We have reviewed the bids submitted on May 7, 2021 for the above referenced project and find them to be in order. Wiregrass Construction Company, Inc. submitted the low responsive bid in the amount of:

Proposal A (75' Wide RW) - Base Bid	\$2,957,720.02
Proposal A (75' Wide RW elect) - Add. Alt. A1	\$ 385,462.00
Proposal B (100' Wide RW) - Base Bid	\$3,427,607.56
Proposal B (100' Wide RW elect) - Add. Alt. B1	\$ 372,975.00
Additive Alternate 2 - Additional Insurance*	\$ 0.00
Additive Alternate 3 - Vault Work*	\$ 20,810
Proposal A (75' Wide RW Aggregate Treatment)- Add. Alt. A4	\$ 148,666.00
Proposal B (100' Wide RW Aggregate Treatment) - Add. Alt. B4	\$ 191,142.00

*non-eligible for funding

We anticipate 100% federal funding for the cost of the 75' wide runway pavement and the electrical work. We also anticipate a 50/50 state grant for the additional cost of the 100' wide runway pavement. The cost of the vault work, Additive Alternate 3, is not eligible for funding. If this work is included, the \$20,810 would be funded locally. Therefore, we recommend award of Proposal B with Additive Alternates B1, 2, 3, and B4 to Wiregrass Construction Company, Inc. in the amount of \$4,012,534.56 with the vault work, or \$3,991,724.56 without vault work. I have enclosed a copy of the Bid Tabulation for your records.

If you have any questions, please contact us.

Yours truly,

Natalie Hobbs, PE
Project Manager

NH/ps

Enclosure(s)

BID TABULATION

RUNWAY 2/20 RECONSTRUCTION
 CULLMAN REGIONAL AIRPORT
 AIP PROJECT NO.: 3-01-0022-029-2021
 GMC PROJECT NO.: TBHM190002
 MAY 7, 2021 @ 11:00 A.M.

				Wiregrass Construction Company, Inc. Drihan, Alabama		Good Hope Contracting Co., Inc. Cullman, Alabama	
ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE

PROPOSAL A - BASE BID (75' WIDE RUNWAY)

ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	1	LS	Contractor Quality Control Program (CQCP)	\$100,000.00	\$100,000.00	\$484,056.77	\$484,056.77
2	82,500	SQ YD	Temporary Seeding and Mulching	\$0.40	\$33,000.00	\$0.54	\$44,550.00
3	13	TON	Fertilizing	\$1,065.00	\$13,845.00	\$1,607.45	\$20,896.95
4	13,600	LIN FT	Installation and Removal of Silt Fence	\$5.30	\$72,080.00	\$8.37	\$113,832.00
5	100	LIN FT	Installation and Removal of Wattle	\$10.00	\$1,000.00	\$15.07	\$1,507.00
6	7	EACH	Installation and Removal of s/s Protection	\$450.00	\$3,150.00	\$711.63	\$4,981.41
7	1	LS	Mobilization	\$351,225.02	\$351,225.02	\$408,810.61	\$408,810.61
8	18,700	SQ YD	Pavement Removal	\$7.00	\$130,900.00	\$9.81	\$183,447.00
9	1	EACH	Removal of Pipe and other Buried Structures (Taxiway Duct Bank)	\$2,095.25	\$2,095.25	\$38,671.40	\$38,671.40
10	1	EACH	Removal of Pipe and other Buried Structures (Runway Duct Bank)	\$2,095.25	\$2,095.25	\$38,671.40	\$38,671.40
11	13,200	CU YD	Unclassified Excavation	\$9.32	\$123,024.00	\$46.41	\$612,612.00
12	1,900	CU YD	Borrow Excavation	\$25.00	\$47,500.00	\$46.41	\$88,179.00
13	51,800	SQ YD	In-Place Full Depth Recycled (FDR) Asphalt Aggregate Base Course (6" Minimum)	\$4.03	\$208,754.00	\$0.80	\$507,640.00
14	300	TON	Corrective Aggregate Material (As Directed)	\$45.07	\$12,521.00	\$35.56	\$10,674.00
15	1,800	TON	Cement	\$230.06	\$299,868.00	\$348.26	\$452,764.00
16	51,800	SQ YD	Micro-Cracking (See Specification P-207 Section 3.17)	\$0.06	\$3,108.00	\$1.89	\$94,434.00
17	5,600	TON	2" Bituminous Surface Course (3/4" Max Aggregate Size)	\$108.38	\$606,928.00	\$95.44	\$532,464.00
18	5,600	TON	2" Bituminous Binder Course (3/4" Max Aggregate Size)	\$108.16	\$605,696.00	\$95.55	\$548,880.00
19	15,200	GAL	Emulsified Asphalt Prime Coat	\$4.45	\$67,640.00	\$5.42	\$82,354.00
20	5,000	GAL	Emulsified Asphalt Tack Coat	\$5.22	\$26,100.00	\$5.10	\$25,500.00
21	1	LS	Surface Preparation	\$4,200.00	\$4,200.00	\$12,558.23	\$12,558.23
22	800	SQ FT	Marking (Reflective Yellow) (Including Reflective Material)	\$1.70	\$1,513.00	\$5.66	\$5,215.40
23	27,200	SQ FT	Marking (Reflective White) (Including Reflective Material)	\$1.00	\$27,200.00	\$1.51	\$41,072.00
24	800	SQ FT	Temporary Runway and Taxiway Marking (Yellow)	\$1.16	\$1,023.50	\$5.06	\$5,216.40
25	27,200	SQ FT	Temporary Runway and Taxiway Marking (White)	\$0.55	\$14,860.00	\$1.61	\$41,072.00
26	35,100	SQ YD	Grooving	\$1.50	\$52,650.00	\$5.13	\$180,063.00
27	17	ACRE	Seeding	\$1,053.00	\$17,901.00	\$1,674.43	\$28,465.31
28	4,000	SQ YD	Sodding	\$5.00	\$20,000.00	\$10.05	\$40,200.00
29	6,900	CU YD	Topsoiling (Obtained On Site or Removed from Stockpile)	\$9.50	\$65,550.00	\$77.34	\$533,646.00
30	17	ACRE	Mulching	\$1,053.00	\$17,901.00	\$1,605.99	\$26,618.83
31	3,260	SQ YD	Erosion Control Product, Type S4 Hydraulic Applied Seed and Mulch	\$3.00	\$9,780.00	\$3.35	\$10,887.50
TOTAL PROPOSAL A - BASE BID				\$2,867,320.02		\$5,638,669.31	

PROPOSAL A - ADDITIVE ALTERNATE A1 - (75' WIDE RUNWAY)

ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A1	14,000	LIN FT	Trenching for Direct-Buried Cable, 18" Minimum Depth	\$4.50	\$63,000.00	\$4.80	\$67,200.00
A2	29,400	LIN FT	No. 8 AWG, 5kV, L-842 Type C Cable, Installed in Trench, Duct Bank or Conduit	\$1.25	\$36,750.00	\$1.32	\$38,808.00
A3	14,200	LIN FT	No. 6 AWG, Solid Bare Counterpoise Wire, Installed in Trench, Above Duct Bank or Conduit, Including Ground Rods, Terminations and Ground Connectors	\$1.40	\$19,880.00	\$1.50	\$21,300.00
A4	1	UNIT	Installation of Equipment in existing vault or prefabricated metal housing in place (Electrical Vault Plan Sheet 45)	\$12,400.00	\$12,400.00	\$13,280.40	\$13,280.40
A5	215	LIN FT	Concrete Encased Electrical Duct Bank, 4-way, 4" PVC, Type I Installed	\$73.00	\$15,685.00	\$78.00	\$16,770.00
A6	13,800	LIN FT	Non-Encased, Electrical Conduit, 1-way 2-inch (50 mm) PVC, Type 1	\$5.60	\$77,280.00	\$6.00	\$82,800.00
A7	2	EACH	Electrical Handhole	\$9,000.00	\$18,000.00	\$9,800.00	\$19,200.00

				Wiregrass Construction Company, Inc. Dothan, Alabama		Good Hope Contracting Co., Inc. Cullman, Alabama	
ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A8	2	EACH	Existing Electrical Handhole Elevation Adjustment	\$1,800.00	\$3,600.00	\$1,882.00	\$3,764.00
A9	2	EACH	Existing Electrical Junction Structure Elevation Adjustment	\$670.00	\$1,340.00	\$720.00	\$1,440.00
A10	4	EACH	Concrete Base Installation and Cabinet Reset L-888 Taxiway/Runway Sign, Size 2, Style 2, Class 2, Type II	\$2,550.00	\$9,400.00	\$2,512.80	\$10,051.20
A11	68	EACH	L-881 Base Mounted Runway Edge, Threshold or End Lights, Class 1, Mode 1, Style 3, LED, Installed	\$1,480.00	\$99,280.00	\$1,580.00	\$108,080.00
A12	21	EACH	L-881 Stake Mounted Taxiway Edge Lights, Installed	\$785.00	\$16,485.00	\$840.00	\$17,640.00
A13	73	EACH	Existing Airport Lights, Removed	\$56.00	\$4,088.00	\$60.00	\$4,380.00
A14	12	EACH	Existing Airport Lights, Reset	\$672.00	\$8,064.00	\$770.00	\$9,240.00
TOTAL PROPOSAL A - ADDITIVE ALTERNATE A1					\$385,482.00		\$411,878.80

PROPOSAL B - BASE BID (100' WIDE RUNWAY)

1	1	LS	Contractor Quality Control Program (CQCP)	\$100,000.00	\$100,000.00	\$464,056.77	\$464,056.77
2	88,600	SQ YD	Temporary Seeding and Mulching	\$0.40	\$37,440.00	\$0.54	\$37,044.00
3	11	TON	Fertilizing	\$1,065.00	\$11,715.00	\$1,807.45	\$17,581.95
4	13,800	LIN FT	Installation and Removal of Silt Fence	\$5.30	\$72,800.00	\$0.37	\$113,632.00
5	100	LIN FT	Installation and Removal of Wattle	\$10.00	\$1,000.00	\$15.07	\$1,507.00
6	7	EACH	Installation and Removal of Inlet Protection	\$450.00	\$3,150.00	\$711.63	\$4,981.41
7	1	LS	Mobilization	\$401,251.40	\$401,251.40	\$408,110.81	\$408,110.81
8	4,900	SQ YD	Pavement Removal	\$7.00	\$34,300.00	\$9.81	\$48,069.00
9	1	EACH	Removal of Pipe and other Buried Structures (Taxiway Duct Bank)	\$2,034.13	\$2,034.13	\$38,671.40	\$38,671.40
10	1	EACH	Removal of Pipe and other Buried Structures (Runway Duct Bank)	\$2,034.13	\$2,034.13	\$38,671.40	\$38,671.40
11	13,800	CU YD	Unclassified Excavation	\$9.38	\$127,548.00	\$48.41	\$631,176.00
12	2,900	CU YD	Borrow Excavation	\$75.00	\$217,500.00	\$46.41	\$134,088.00
13	88,600	SQ YD	In-Place Full Depth Recycled (FDR) Asphalt Aggregate Base Course (6" Minimum)	\$3.92	\$345,107.20	\$9.80	\$867,880.00
14	500	TON	Connective Aggregate Material (As Directed)	\$41.82	\$20,910.00	\$35.58	\$17,790.00
15	1,680	TON	Cement	\$250.64	\$421,075.20	\$348.26	\$585,068.80
16	88,600	SQ YD	Micro-Cracking (See Specification P-207 Section 3.10)	\$0.06	\$5,316.00	\$1.63	\$143,518.00
17	7,300	TON	2" Bituminous Surface Course (3/4" Max Aggregate Size)	\$105.19	\$767,887.00	\$155.44	\$1,134,712.00
18	7,300	TON	2" Bituminous Binder Course (3/4" Max Aggregate Size)	\$104.89	\$765,687.00	\$151.55	\$1,106,315.00
19	18,800	GAL	Emulsified Asphalt Prime Coat	\$4.20	\$78,960.00	\$5.42	\$102,216.00
20	6,600	GAL	Emulsified Asphalt Tack Coat	\$4.90	\$32,340.00	\$5.10	\$33,660.00
21	1	LS	Surface Preparation	\$5,050.00	\$5,050.00	\$12,558.29	\$12,558.29
22	870	SQ FT	Marking (Reflective Yellow (Including Reflective Material))	\$1.70	\$1,479.00	\$5.86	\$5,088.20
23	34,000	SQ FT	Marking (Reflective White (Including Reflective Material))	\$1.00	\$34,000.00	\$1.57	\$53,380.00
24	870	SQ FT	Temporary Runway and Taxiway Marking (Yellow)	\$1.16	\$1,000.50	\$5.86	\$5,098.20
25	34,000	SQ FT	Temporary Runway and Taxiway Marking (White)	\$0.65	\$22,100.00	\$1.51	\$51,340.00
26	51,100	SQ YD	Grooving	\$1.71	\$87,081.00	\$5.13	\$262,143.00
27	14	ACRE	Seeding	\$1,053.00	\$14,742.00	\$1,674.43	\$23,442.00
28	4,000	SQ YD	Sodding	\$5.00	\$20,000.00	\$10.05	\$40,200.00
29	5,700	CU YD	Topsoil (Obtained On Site or Removed from Stockpile)	\$9.80	\$55,860.00	\$77.34	\$440,038.00
30	14	ACRE	Mulching	\$1,053.00	\$14,742.00	\$1,678.99	\$23,097.86
31	3,250	SQ YD	Erosion Control Product, Type S4 (Hydraulic Applied Seed and Mulch)	\$3.00	\$9,750.00	\$5.15	\$16,837.50
TOTAL PROPOSAL B - BASE BID					\$3,427,807.56		\$6,898,533.55

				Wingrass Construction Company, Inc. Dothan, Alabama	Good Hope Contracting Co., Inc. Cullman, Alabama		
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE

PROPOSAL B - ADDITIVE ALTERNATE #1

B1	13,400	LIN FT	Trenching for Direct-Buried Cable, 18" Minimum Depth	\$4.50	\$60,300.00	\$4.00	\$54,320.00
B2	23,700	LIN FT	No. 8 AWG, BKV, L-342, Type C Cable, Installed in Trench, Duct Bank or Conduit	\$1.25	\$36,875.00	\$1.32	\$37,884.00
B3	13,900	LIN FT	No. 6 AWG, Solid, Bare Counterpoise Wire, Installed in Trench, Above Duct Bank or Conduit, Including Ground Rods, Terminations, and Ground Connectors	\$1.40	\$19,460.00	\$1.50	\$20,850.00
B4	1	UNTY	Installation of Equipment in existing vault or prefabricated metal housing in place (Electrical Vault Plan Sheet 4E)	\$14,000.00	\$14,000.00	\$11,072.00	\$11,072.00
B5	215	LIN FT	Concrete Encased Electrical Duct Bank, 4-Way, 4" PVC, Type I, Installed	\$73.00	\$15,695.00	\$78.00	\$16,770.00
B6	13,600	LIN FT	Non-Encased, Electrical Conduit, 1-way 2-Inch (50 mm) PVC, Type 1	\$5.60	\$77,280.00	\$8.00	\$92,800.00
B7	2	EACH	Electrical Handhole	\$9,000.00	\$18,000.00	\$9,600.00	\$19,200.00
B8	2	EACH	Existing Electrical Handhole Elevation Adjustment	\$1,500.00	\$3,000.00	\$1,962.00	\$3,924.00
B9	2	EACH	Existing Electrical Junction Structure Elevation Adjustment	\$675.00	\$1,340.00	\$720.00	\$1,440.00
B9D	4	EACH	Concrete Base Installation and Cabinet Reset L-856 Taxiway/Runway Sign, Size 2, Style 2, Class 2, Type R	\$2,350.00	\$9,400.00	\$2,512.00	\$10,051.20
B10	66	EACH	L-861 Base Mounted Runway Edge, Threshold or End Lights, Class 1, Mode 1, Style 3, LED, Installed	\$1,480.00	\$99,280.00	\$1,560.00	\$108,000.00
B12	9	EACH	L-861 Stake Mounted Taxiway Edge Lights, Installed	\$785.00	\$7,065.00	\$840.00	\$7,560.00
B13	79	EACH	Existing Airport Lights, Removed	\$56.00	\$4,090.00	\$60.00	\$4,590.00
B14	11	EACH	Existing Airport Lights, Reset	\$679.00	\$7,392.00	\$720.00	\$7,920.00
TOTAL PROPOSAL B - ADDITIVE ALTERNATE #1					\$372,975.00		\$394,311.20

ADDITIVE ALTERNATE 2

A2-1	1	LS	Additional Liability Insurance (FAA Ineligibile)	\$0.00	\$0.00	\$10,000.00	\$10,000.00
TOTAL - ADDITIVE ALTERNATE 2					\$0.00		\$10,000.00

ADDITIVE ALTERNATE 3

A3-1	1	UNIT	Installation of Equipment in existing vault or prefabricated metal housing in place @Non-FAA Eligible (Electrical Vault Plan Sheet 4E)	\$20,810.00	\$20,810.00	\$22,300.00	\$22,300.00
TOTAL - ADDITIVE ALTERNATE 3					\$20,810.00		\$22,300.00

PROPOSAL A - ADDITIVE ALTERNATE A4

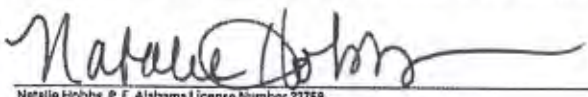
A4-1	-51,800	SQ YD	Micro-Cracking (See Specification P-207 Section 3.10)	\$0.06	-\$3,108.00	\$1.83	-\$94,494.00
A4-2	61,600	SQ YD	Double Bituminous Treatment E	\$2.93	\$181,774.00	\$5.00	\$258,000.00
TOTAL - ADDITIVE ALTERNATE A4					\$148,666.00		\$174,506.00

PROPOSAL B - ADDITIVE ALTERNATE B4

B4-1	-66,600	SQ YD	Micro-Cracking (See Specification P-207 Section 3.10)	\$0.06	-\$3,996.00	\$1.63	-\$108,668.00
B4-2	66,600	SQ YD	Double Bituminous Treatment E	\$2.93	\$195,138.00	\$5.00	\$333,000.00
TOTAL - ADDITIVE ALTERNATE B4					\$191,142.00		\$224,442.00

Unit Price was not extended correctly.

To the best of our knowledge, these bids are accurately tabulated and were accepted in accordance with applicable regulations.



Natalie Hobbs, P. E. Alabama License Number 22758

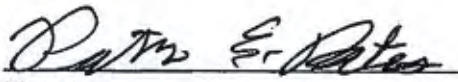
RESOLUTION NO. 2021 - 001
CULLMAN COUNTY COMMISSION BIDS

WHEREAS, the Town Council of the Town of Berlin, Alabama, has convened a meeting at 7:00 PM on the 17th day of May, 2021;

BE IT RESOLVED by the Town Council of the Town of Berlin, in the State of Alabama, that the Town of Berlin shall enter into a joint agreement with the Cullman County Commission to be included on their bids for various materials including, but not limited to, aggregate, cold mix, herbicide, drainage pipe, emulsified asphalt, guardrail, concrete, traffic striping, and traffic signs.

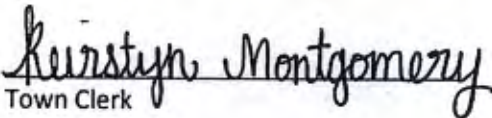
BE IT FURTHER RESOLVED that the Town of Berlin shall enter into a joint agreement with the Cullman County Commission for the purchase and/or lease of labor, services, work, materials, equipment, supplies, and other property for use by these respective agencies.

ADOPTED BY THE TOWN COUNCIL this the 17th day of May, 2021.



Mayor

ATTEST:


Town Clerk

ASSET	QTY
Metal file cabinets	20
Office chairs	22
Rapiscan (1498)	1
wooden desk	2
Misc. cabinets	3
wet vac	1
floor scrubbers	6
vacuum cleaners	2
Misc. tables, bookshelves and desk	8

Political Activities of County Employees

Ala. Code 17-1-4 authorizes county employees to participate in political activities. Under *Ala. Code 17-1-4(a)*, no county employee shall be denied the right to participate in political activities to the same extent as any other Alabama citizen, including the following:

- Endorsing candidates and contributing to campaigns.
- Joining local political clubs and organizations and state or national political parties.
- Publicity supporting issues and petitions in support of referendums.

Pursuant to *Ala. Code 17-17-5(a)*, however, an employee "shall be on approved leave to engage in political action or the person shall be on personal time before or after work and on the holidays."

Ala. Code 17-17-5(c) provides that it is a crime to use public time or property for any political activities. This section also prohibits soliciting contributions from or coercing subordinate employees. Any person violating *Ala. Code 17-17-5* is guilty of the crime of trading in public office, which is punishable by imprisonment of not more than one year and a fine of \$6,000.

While employees can freely participate in political activities, *Ala. Code 17-1-4(b)* places severe restrictions on county employees seeking public office by requiring that a county employee who qualifies to run for a county office take an unpaid leave of absence from his or her employment. The employee may use accrued overtime or annual leave, but once that leave is exhausted, he or she must be on unpaid leave while a candidate for the office. Any employee who violates this provision forfeits his or her employment. *Ala. Code 17-1-4(b)* does not apply to elect officials or when a county employee is running for a state or municipal office.

Pursuant to *Ala. Code 17-1-4(b)*, the employee must be on leave from the date he or she qualifies to run for office until one of the following occurs:

- The election results are certified; or
- The employee is no longer a candidate; or
- There are no other candidates on the ballot.

Since a deputy is considered an arm of the sheriff who is a constitutional officer, this requirement does not apply to a deputy running for local office. See e.g. *AG's Opinion ## 2006-072 and 2002-016*. However, the sheriff may require the deputy to take leave.

Ala. Code 17-1-5 allows all government employees one hour off work for voting purposes unless the employee's work hours commence at least two hours after the polls open or end at least one hour before the polls close.

REQUEST FOR PUBLIC RECORDS

[PrintFeedback](#)

Font Size: [↑](#) [↓](#)

The Cullman County Commission, Alabama Policy for Access to Public Records

For all fees related to record request, please review section 4.2, all fees will be applied before the record request is fulfilled.

The Code of Alabama 1975, Section 36-12-40, states that **"Every citizen has a right to inspect and take a copy of any public writing of this state, except as otherwise expressly provided by statute."** It is the policy of the Cullman County Commission to provide access to inspect and make copies available of open public records that are received or created in the normal course of the County's business operations. In order to facilitate this service, and minimize cost for all of Cullman citizens, the County has adopted the following policy to insure that the right of access is always protected and records are readily available under reasonable conditions.

1. Members of the public will be provided access to the County's official records on regular business days, Monday through Friday, between 9:00 a.m. and 3:00 p.m. Copies of records may be obtained during the same hours.
2. To insure accuracy and timely records production, the records request initiator must complete the form entitled "[Citizen Request Form](#)." Please include as much information that you feel will be helpful for County staff to locate the required records.
3. In addition to in-person requests for copies, the County will provide copies by email. A copy of the form entitled "[Citizen Request Form](#)" must be received prior to the County's staff commencing work on a records request. Remit requests to the following mailing address or fill out the form on the Cullman County Commission Website.

Cullman county Commission
500 2nd Ave SW, Room 105
Cullman, AL 35055
www.co.cullman.al.us

4. The designated County staff will provide the records you request as quickly as possible. Because of issues, such as; limited staff, records stored off-site, large volume of records requested, complexity of the request, and requirement of staff supervision during records inspection, you may be asked to return to inspect the records or to obtain copies.

4.1 Record requests that are more non-routine (defined as complex or extensive) in nature may require additional time to research and produce. As required, additional charges for production will be applied. If possible, prior to commencing work, the requester will be informed as to the time required and all estimated costs associated with researching, copying, certification (if required), and staff time, including information technology resources. (See item 4.3 for additional detail.)

4.2 Providing copies of records for routine, or simple requests will be a minimum of five \$5.00 dollars per report. For additional copies of a report there will be a 25 cents for each page side duplicated for pages not exceeding 8 ½ by 14 inches . For non-routine requests, a charge will be assessed based on the actual cost of production.

When it is necessary to charge for the actual cost of records production, the total cost will be estimated by the County Clerk and the requester will be required to make a deposit of 50% of the total estimated cost of completing the records request prior to work commencing on gathering the documents. The remainder of the cost will be due before records are released to the requester. The County reserves the right to limit or prohibit the photocopying of fragile records. Some departments may have separate records charge schedules which will prevail.

4.3 All subpoenas and other court orders that are issued by a court of competent jurisdiction which require records production will be completed within the time frame specified by the order. If additional time is required, the court will be notified, in writing, of the circumstances that require the delay. In the absence of a required time frame, the production response will be completed in the same manner as any other ordinary records request. All subpoenas will be forwarded to the Legal Department for action.

4.4 The County will not assemble reports or compile data that isn't already being assembled or compiled in the normal course of business. When appropriate, information resources will be provided to enable the requestor to assemble or compile their own reports or data. If providing this information requires excessive

staff time and other resources, these costs will be borne by the requestor in the same manner as prescribed in item 4.2 above and according to the Cullman County Commission Citizen Request Form Fee Schedule.

5. County administrators will make every effort to prevent the release of statutorily specified confidential, proprietary and personally identifiable information and will take reasonable measures to safeguard an individual's privacy as recorded in the content of all County records.

5.1 Records and document content that are not eligible for release may include: information received by a public officer or public official in confidence; information which contains sensitive personnel records; pending criminal investigations; information received in anticipation of litigation or likely litigation; and records which, if released, would be detrimental to the best interests of the public. These shall remain confidential and exempt from disclosure without a proper Court Order and an opportunity for the County to object, appeal and have all appeals concluded.

5.2 In accordance with state and federal laws, some County records may not be open for public inspection. Details about which County records or record parts are restricted may be obtained from the County's Records Manager. There is no charge to inspect records that are routine in nature and require nominal clerical time to locate or provide minimal supervised inspection. Extended supervision cost and time scheduling will be based on an individual basis.

TAKING PICTURES WILL NOT BE PERMITTED. Additionally, for a copy of a report therein will be a five \$5.00 dollar fee applied. For each additional copy of the report, there will be a 25 cent fee applied.

5.3 Some records that may be otherwise open for inspection may contain content which is confidential or closed to public access. As required, every reasonable effort will be made to redact such information through document pre-screening by a designated County employee who is qualified to assess the record's content in order to identify record elements that require redaction prior to inspection and/or production .

5.4 Charges for this pre-screening will be assessed as part of the production costs. When staff time and other resources would impose an undue burden on the

County's financial resources, and available staff time, additional charges will be assessed.

6. Use of food, drink or tobacco in any form is not permitted in the records storage or reference area.

7. Staff may ask to inspect items in a researcher's possession (tote bags, backpacks, brief cases, computer case, etc.) upon his/her entering or leaving the records area.

8. No records will be removed from the records storage, office or reference area unless the recipient and/or transporter are approved by the Records Management Service and with subsequent approval from the Legal Department.

9. No original record, or master record, will be given or donated to any individual or organization unless authorized by statute and by election of the receiving responsible authority to accept responsibility for such records through a binding agreement.

The Cullman County Cemetery Board met on April 5, 2021 at Stonebridge Farms. Board member in attendance were Ron Foust, Austin Hall, Jerry Smith, Amy Walker, and Eddie Williams. The meeting was called to order. Board members voted to approve the minutes as read. Board chair Amy Walker reported to the board that Luke Loveland, owner representative for Cashe Private Capital has agreed upon to the amount of \$10,0000 as nominal compensation for donation of the Memory Gardens Cemetery to the Cemetery Board with the stipulation that the board will be a 501(c) at the time of the donation. Ron Foust moved to acquire Memory Gardens from Cashe Private Capital and Jerry Smith seconded the motion. The Board voted unanimously to acquire Memory Gardens, a for-profit neglected cemetery, as specified under Section 5 of the legislative act establishing the Cullman County Cemetery Board. There will be a lease until the donation. In the lease Cashe wants the board to acquire liability insurance for the cemetery and they want to continue to handle the burials until the time of the donation. We are requesting a draft of the lease.

Mr. Williams reported that there was approximately \$3,000 in the mowing fund.

Ron Foust offered to turn the fountain into a planted area since upkeep of the fountain was an expense we did not need to have. Jerry Smith moved to accept Ron's offer and Eddie Williams second that motion and the motion passed.

Amy Walker is working on getting some if not all of the roof repairs donated. Ron moved to go forward with roof repairs and Jerry Smith seconded that motion and the motion for repairing the roof once the lease is in place was approved by the board. The mausoleum is

currently in the process of being pressure washed and with the removal of the shrubs in front of the mausoleum that process will be easier.

If the roof is not repaired by decoration Sunday in May black tarps will be on the roof.

Eddie Williams brought up the issue and complaints dealing with the bushes at the cemetery entrances stating that it is hard to see traffic when pulling out of the cemetery and onto the road. The Board was in agreement to remove those bushes from the two entrances into the cemetery.

Cultured Marble has been contacted about replacement fronts for broken crypt fronts within the chapel. Cultured marble would be half the cost of marble.

Tina at Knight Free Insurance is working on a quote for liability insurance for the Memory Gardens Cemetery. Austin Hall suggested we might want to put up no trespassing signs on the back 20 acres.

Amy reported she would be meeting with Todd McLeroy on Thursday to discuss the legal aspects of the 501c filing.

It was discussed and decided by the board to open a Cullman post office box for the purpose of donations and transacting business.

There being no further business the meeting was adjourned.

Respectfully submitted,

Eddie Williams

ACT #2016-366

1 HB368
2 175450-4
3 By Representative Shedd (N & P)
4 RFD: Local Legislation
5 First Read: 03-MAR-16



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ENROLLED, An Act,

Relating to Cullman County; to establish a cemetery board; to define terms; to provide for the members and duties of the board; and to provide funding.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. This act shall apply only in Cullman County.

Section 2. For the purposes of this act, the following terms shall have the following meanings:

(1) BOARD. The Cullman County Cemetery Board.

(2) CEMETERY. Any for profit cemetery in the county where property is used or intended to be used for the interment of human remains, including, but not limited to, any property containing a grave, lot, crypt, niche, or mausoleum and any gravestone, headstone, or other marker therein.

(3) MAINTENANCE. The act of maintaining a cemetery, including, but not limited to, any of the following:

a. The cutting and trimming of the lawn, shrubs, and trees.

b. Keeping in repair the drains, water lines, roads, buildings, fences, and other structures located in the cemetery.

c. The service and repair of machinery, tools, and equipment used for the maintenance of the cemetery.

1 (4) NEGLECTED CEMETERY. A cemetery that has become
2 abandoned or neglected in any of the following ways:

3 a. Weeds, briars, bushes, or trees have become
4 overgrown.

5 b. Fences have become broken, decayed, or
6 dilapidated.

7 c. Graves, lots, crypts, niches, mausoleums, and
8 markers and roads, buildings, or other structures in a
9 cemetery which have become damaged, broken, dilapidated, or
10 destroyed.

11 Section 3. (a) The Cullman County Cemetery Board is
12 created.

13 (b) The board shall consist of five members.

14 (c) One member of the board shall be appointed by
15 each member of the local legislative delegation, and the local
16 legislative delegation, by majority vote, shall appoint an
17 additional member, who shall serve as the chair of the board.
18 The members shall serve at the pleasure of the local
19 legislative delegation.

20 (d) The board shall meet quarterly and at such times
21 as the board by a majority of its members agree.

22 (e) The board may adopt necessary rules or
23 procedures to conduct its business.

24 (f) Members of the board shall serve without
25 compensation, but may be reimbursed for actual expenses

1 incurred while conducting the business of the board, according
2 to its rules or procedures.

3 Section 4. (a) The board shall be responsible for
4 all of the following duties:

5 (1) Negotiating the acquisition of any neglected
6 for-profit cemetery in the county, including a cemetery owned
7 by a private entity.

8 (2) Supervising the clean up and maintenance of any
9 neglected cemetery under its authority.

10 (3) Coordinating with the sheriff to provide inmate
11 labor to perform the maintenance of any neglected cemetery.

12 (4) Purchasing equipment and other necessary
13 materials to perform the functions of the board.

14 (5) At its discretion, transferring the ownership of
15 a cemetery under its authority to a nonprofit board.

16 (6) Any other business necessary to carry out the
17 purposes of this act.

18 (b) The board may only perform maintenance on a
19 private cemetery if the board finds^{*} after a hearing that the
20 condition of the cemetery is a public nuisance.

21 Section 5. (a) (1) Subject to subsection (b), fifty
22 thousand dollars (\$50,000) shall be made available to the
23 board from the county general fund when the board takes action
24 by majority vote to acquire a for-profit neglected cemetery

1 under this act. The funds shall come from the sales tax
2 revenues deposited in the county general fund.

3 (2) Fifty thousand dollars (\$50,000) is the maximum
4 amount available to the cemetery board under this section.

5 (b) The funds made available for the purposes of
6 this act shall come only from the sales tax revenues collected
7 in the fiscal year 2016 and thereafter that is greater than
8 the sales tax revenues collected and deposited in the county
9 general fund in the fiscal year 2015.

10 Section 6. (a) The county commission shall have no
11 authority over the board, and the county commission shall have
12 no responsibility over a cemetery in the county, as defined by
13 this act.

14 (b) The county commission may appropriate funds to
15 the cemetery board.

16 Section 7. Members of the board may not be subject
17 to civil liability arising from the conduct of the affairs of
18 the board except when the act or omission of the member of the
19 board amounts to willful or wanton misconduct, fraud, or gross
20 negligence.

21 Section 8. All laws or parts of laws which conflict
22 with this act are repealed.

23 Section 9. This act shall become effective
24 immediately following its passage and approval by the
25 Governor, or its otherwise becoming law.

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[Handwritten signature]

Speaker of the House of Representatives

Kay Ivey

President and Presiding Officer of the Senate

House of Representatives

I hereby certify that the within Act originated in
and was passed by the House 15-MAR-16, as amended.

Jeff Woodard
Clerk

Senate

04-MAY-16

Passed

APPROVED 5-11-2016

TIME 3:30 AM

Robert Bentley
GOVERNOR

Alabama Secretary Of State

Act Num....: 2016-366
Bill Num...: H-368

Recv'd 05/12/16 09:20amSLF

**BRYAN
CHEATWOOD**
County Engineer

bcheatwood@co.cullman.al.us



JON BRUNNER
Assistant Engineer

jbnmncr@co.cullman.al.us

Cullman County Engineering Department

2883 Highway 69 North - Cullman, AL 35058

Phone: 256-796-1336 Fax: 256-796-7039

June 3, 2021

Proposed considerations for upcoming Commission meeting on Tuesday June 15th, 2021.

- Proposed plat Oakview Subdivision. A minor subdivision containing 5 Lots located on County Road 1435 in District 3

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June 2, 2021

Proposed considerations for upcoming Commission meeting on Tuesday June 15th, 2021.

- Proposed plat Magnolia Ridge. A major subdivision containing 9 Lots located in District 2 off County Road 71.
- Proposed plat Serenity Pointe. A minor subdivision containing 8 Lots located in District 2 off County Road 338.

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Tuesday, May 25, 2021 in the County Commission Office, 500 2nd Ave. SW, Room 105, Courthouse, Cullman Alabama, for **the lease of two (2) new model rubber-tired excavator**, 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.

Delivery of equipment must be made by October 19, 2021.

Any questions regarding this bid should be directed to Jon Brunner: (256) 796-1336. *John Deere 190G W or Hitachi 2X190W-6*

Purchase Price/each \$ 246,500.00

Monthly Lease Payment/each:

3,060.48

TOTAL PAYMENTS: /each

183,628.80

PURCHASE OPTION AT THE END OF TERM/each:

111,650.00


Warrior Tractor & Equipment Co. Inc
Company

205 988 4472
phone/fax
205 675-9060

4308 Water Trail
Mailing address

Kip Patterson
Representative
(please print)

Graysville, AL 35073


Signature

Bid specifications for Rubber Tire Excavator Engine

Rated SAE Engine Power shall be no less than 172 net hp

Engine shall have auto-idle mode to reduce engine speed when hydraulics is not in use to reduce fuel consumption and noise

Engine oil interval shall have a scheduled 500-hour interval for reduced operating costs

Power Train

The machine shall be all-wheel drive with the front axle hydraulically lockable in any position

The travel motor will have three modes, inching, slow and fast travel for maximum productivity

Hydraulic System

Hydraulic sight gage shall be provided for quick daily checks to reduce operating costs.

System shall have variable-displacement, load sensing, axial-piston pumps

Swing speed shall be capable of 10 rpm for maximum productivity

Electrical

Two 12-volt batteries shall be provided with 180-minute reserve capacity

Operator Station

Cab shall have a 12-volt port provided

Seat shall be deluxe suspension, high-back armchair with lumbar support and with 4-inch adjustable arm rests.

The seat can be adjusted independently or together with the control console to accommodate any size operator.

The steering column has to be tilt able for easy entry and exit and comfortable operating

The monitor shall provide indicators for air filter restrictions, alternator charge, brake pressure, engine oil pressure and engine
overheat

The horn shall be operable while the machine is moving forward or in reverse

The cab shall be pressurized with heater and A/C

The A/C filters shall be easy to replace with no special tools required and shall have extended replacement intervals up to 500 hours

Engine air cleaner restriction light shall be on the monitor

An AM/FM radio with auto tuning shall provide.

The cab shall have auto climate control to maintain a comfortable, programmable temperature for AC and heat

The windshield washer/wiper will have constant and intermittent speed

Wheels and Undercarriage

Dual traction-type tires, 10.00-20, 14 PR with spacer shall be provided on the machine

Machine to be equipped with two outriggers that can be activated together, or independently for ease of leveling.

Push dozier blade opposite outriggers.

Upper structure

Booms, arms and mainframes shall be warranted for three years or 10,000 hours

Machine to have a two-piece boom for lower travel height and more operating range.

Right- and left-hand mirrors shall be provided.

Centralized lube banks shall be provided for the front end and for the swing bearing to make greasing easier and less time consuming.

Overall Machine Specs

Standard minimum operating weight shall be no less than 43,000 lbs.

Bucket digging force shall be no less than 22,700 lb.

Lights

The excavator shall be equipped with two headlights, two work lights on the top of the cab, one work light on the rear of the cab, and one light on the boom

Turn signals, hazard lights, brake lights, and side marker lights, to be provided.

Working Tools

One bucket shall be heavy duty, 42" wide with teeth. Hydraulic quick-change coupler from inside of cab.

One bucket shall be 60" wide with a smooth lip and a replaceable bolt on cutting edge and capable of tilting left and right. hydraulic thumb to be provided.

Machine Monitoring

Machine shall be equipped with a system capable of monitoring the following from a computer with an internet connection: Machine hours, machine location, curfew, geofencing, dashboard alerts, diagnostic trouble codes, maintenance tracking, equipment utilization and fuel consumption data. This system access is to be prepaid for three years.

Warranty

Power Train and Hydraulic warranty to be provided for the lease term and hours.

Payment, Terms, and Taxes

The lease period shall be for sixty (60) months.

Lease payments shall include all fees, taxes (including property taxes), etc..
A purchase option shall be stated for the end of the lease term.

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Tuesday, June 1, 2021 in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for One (1) Used Roadbed Processor. 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 Price specify pickup at owner yard.

\$ 104,000.00 ____

Bid Price including delivery to Cullman County.

\$ 107,500.00 ____

Scott's Excavating & Hauling Inc.

Company

7771 County Rd 222 Cullman, AL 35057

Mailing Address

(256) 338-0003

Phone/Fax

Garrett Roberts

Representative

Any questions regarding this bid should be directed to Mr. Jon Brunner, at (256) 796-1336

Bank LA

For the acquisition of one used Heavy-Duty Soil Stabilizer / Recycler Roadbed Processor / Reclaimer furnished with the following:

***Condition used with no visible leaks and all functions operating correctly.**

***6 cylinder diesel engine 380 to 560 Hp**

***2 to 3 speed Power hydrostat transmission travel speeds 0-8 mph, working speed 0-150 ft/min.**

*** Operating weight 39,000lb to 65,000lb**

*** Heavy Duty Clutch Driven oil bath chain and gear driven drum**

***96 inch Drum with universal style replaceable hardened wear-resistant carbide metal tool.**

The toolholder features multiple bit removal methods and a unique friction ring design to secure it to the rotor, yielding faster replacement and reduced downtime for rotor maintenance.

- A taper and friction ring design secures the toolholders to the rotor without a retaining pin, bolt or setscrew, speeding up replacement time by up to 50% and eliminating the need for fasteners or torqueing
- An anti-rotating toolholder design ensures proper position to prevent wear on the blocks and holders
- Water can penetrate through the toolholder radial access hole to aid tooth rotation for uniform bit wear
- Toolholders are available to accommodate bits with 20 mm, 22 mm and 25 mm shank size bits for various applications (Cat part number 2227570 compatible)

***Hydraulic Depth Control 1 inches to 12 inches depth**

***Four wheel Steering**

***Cab with A/C optional**

****Supplier must make equipment available for inspection prior to bid opening, arrangements for inspection shall be made through Jon Brunner @ 256-736-1336.**

***Supplier must be able to supply company W-9 and documentation that comply with Alabama E-Verify requirements.**

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

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Bid Price specify pickup at owner yard.

\$ 75,000.00

Bid Price including delivery to Cullman County.

\$ _____

Company

HM Iron LLC

Mailing Address

669 MARINA DR

CHARLESTON, S.C 29492

Phone/Fax

843-458-4034

Representative

MARLON WEAVER

[Handwritten Signature]

Any questions regarding this bid should be directed to Mr. Jon Brunner, at (256) 796-1336

Conway SC

RM 5 425

Hours 2,

***6 cylinder diesel engine 380 to 560 Hp**

***2 to 3 speed Power hydrostat transmission travel speeds 0-8 mph, working speed 0-150 ft/min.**

*** Operating weight 39,000lb to 65,000lb**

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INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Monday, June 14, 2021, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for lawn care and maintenance at various county locations. 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.

All bids must comply with State of Alabama bid requirements.

Any questions regarding this bid should be directed to John Bullard, County Administrator, at (256) 775-4925.

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

TOTAL LAWN CARE & MAINTENANCE FOR ONE YEAR: \$ 82,500

Alabama Dept of Ag
Pesticide Applicator OTPS Permit # 2001477

SUBMITTED BY:

Pro Lawn
Name of Bidding Company

SAME INS, as on file

4627 Co Rd 1719
Business Address

Holly Pond AL, 35083
City, State, Zip

256-679-6238
Telephone, Area Code & Number

None
Fax Number

Tommy McWhorter
Name of Authorized Representative
(PLEASE PRINT)

[Signature]
Signature of Authorized Representative