

CULLMAN COUNTY COMMISSION PROCLAMATION

Child Abuse Prevention Month

WHEREAS, April was first declared Child Abuse Prevention Month with a presidential proclamation by President Ronald Regan in 1983; and

WHEREAS, Child Abuse Prevention Month is a time to acknowledge the importance of families and communities working together to prevent child abuse and neglect, to promote the social and emotional well-being of children and families; and

WHEREAS, our children are our most valuable resource and will shape the future of the Cullman County; and

WHEREAS, child abuse is considered to be one of our nation's most serious public health problems with scientific studies documenting the link between the abuse and neglect of children and a wide range of medical, emotional, psychological, and behavioral disorders; and

WHEREAS, promoting effective child abuse prevention programs succeed because of partnerships created among families, social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community; and

WHEREAS, during the month of April and throughout the year, our communities are encouraged to share child abuse and neglect prevention awareness strategies and activities and promote prevention across the county.

NOW, THEREFORE, BE IT RESOLVED, that the Cullman County Commission hereby proclaims the month of April 2022, to be

Child Abuse Prevention Month

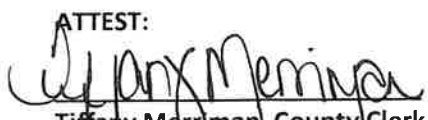
The Cullman County Commission commends this observance during April 2022 to the citizens of Cullman County, Alabama

This 19th day of April, 2022


Jeff "Clem" Clemons, Chairman


Kerry Watson, Associate Commissioner


Garry Marchman, Associate Commissioner

ATTEST:

Tiffany Merriman, County Clerk

CULLMAN COUNTY
COMMISSION
PROCLAMATION

Sexual Assault Awareness Month “Building Safe Online Spaces Together”

WHEREAS, the month of April is Sexual Assault Awareness Month; and

WHEREAS, sexual harassment, assault, and abuse can happen anywhere, including in online spaces; and

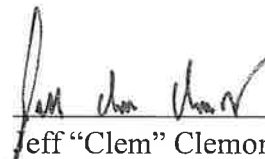
WHEREAS, harassment, cyberbullying, sexual abuse, and exploitation have come to be expected as typical and unavoidable behaviors online; and

WHEREAS, the goal is to build safe online spaces together if possible when we practice digital consent, intervene when we see harmful content and behaviors, and promote online communities that value respect, inclusion, and safety; and

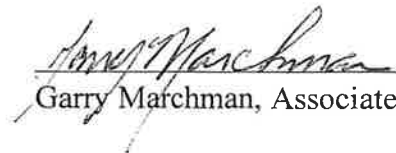
WHEREAS, the first step in eliminating Sexual Assault is working together to ensure that everyone is aware of this problem, how to spot it, and how to help fix it. We must work together as a community to bring Sexual Assault Awareness to the public to be a solution against it; and

NOW, THEREFORE, BE IT RESOLVED, that the Cullman County Commission hereby proclaims the month of April 2022, as Sexual Assault Awareness Month “Building Safe Online Spaces Together” in Cullman County.

This day 19th of April 2022


Jeff “Clem” Clemons, Chairman


Kerry Watson, Associate Commissioner


Garry Marchman, Associate Commissioner

ATTEST:


Tiffany Merriman, County Clerk

**\State of Alabama
Cullman County**

RESOLUTION NO. - 2022-35

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 the County Road 349 is greater than is reasonable and safe under the conditions found to exist upon said road; it is

THEREFORE RESOLVED, that the proper maximum speed for County Road 349 is set at 25 miles per hour at all times and no person shall operate a motor vehicle in excess of 25 miles per hour set speed on said County Road 349;

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 19th day of April 2022.



JEFF CLEMMONS, CHAIRMAN



GARRY MARCHMAN
COMMISSIONER

ATTEST:



CYLLANX MEMINA
COUNTY CLERK



KERRY WATSON
COMMISSIONER

RESOLUTION 2022-36
TO ADOPT MODEL POLICIES AND PROCEDURES APPLICABLE TO FEDERAL AWARDS AS REQUIRED BY 2 CFR PART 200

WHEREAS, Cullman County, Alabama (the "County") has received a federally funded award and may from time to time receive additional federally funded awards; and

WHEREAS, the County is charged with ensuring that such funds are expended in accordance with state and federal law, including Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200); and

WHEREAS, the Cullman County Commission (the "Commission") has determined that it is necessary and appropriate to adopt implementation policies and procedures to govern the administration of federal funds.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION as follows:

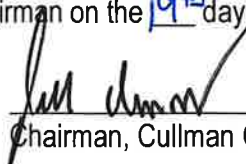
1. The County's expenditure of federal funds shall be administered in accordance with the Model Policies and Procedures set forth in Addendum 1 to this Resolution, the provisions of which are fully adopted and incorporated herein by reference.

Except as it relates to federal awards, this policy supplements and does not supplant the Cullman County Commission Accounting Policies and Procedures Manual, 2019.

2. Provided, however, that if the County's other purchasing or procurement policies, guides, or rules are in conflict with the Model Policy and Procedure adopted, the provisions of the Model Policy and Procedure shall control.

3. This Model Policy and Procedure shall supersede any previous Model Policy and Procedures Applicable to Federal Awards adopted by the County.

IN WITNESS WHEREOF, the Cullman County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 19th day of April, 2022.



Chairman, Cullman County Commission

**CULLMAN COUNTY COMMISSION
RESOLUTION 2022-38**

WHEREAS, the Cullman County Commission has received a CDBG- CV Community Development Block Grant Program to construct a Pandemic Response Center.

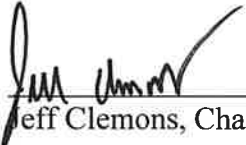
THEREFORE, in accordance with CDBG-CV regulations the Cullman County Commission has solicited and received bids from qualified construction companies to construct the above referenced project in accordance with the approved plans and specifications.

NOW, THEREFORE, be it resolved that the Cullman County Commission and their Architect for this project has evaluated the bids received and has determined that Jet-Pep, Incorporated is the low bidder on the construction portion of this project; and

THAT, the Cullman County Commission has authorized the Chairman to enter a contract with Jet-Pep, Incorporated in the amount of \$934,695.20 upon approval funding agencies to construct the above referenced project.

READ AND ADOPTED this the **19th** day of **April 2022**.

SIGNED FOR THE CULLMAN COUNTY COMMISSION:



Jeff Clemons, Chairman

Attest:



John Bullard, County Administrator

Notice of Award

Date: 4/19/22

Project: Pandemic Response Center (CDBG Project No. CV-NC-20-041)	
Owner: Cullman County Commission	Owner's Contract No.:
Contract: Pandemic Response Center	Engineer's Project No.: 1320
Bidder: Jet-Pep, Inc.	
Bidder's Address: P.O. Box 143 Holly Pond, AL 35083	

You are notified that your Bid dated February 22, 2022 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Pandemic Response Center project.

Item Numbers 2, 6 and 7 will be performed by the Owner. Additive Bid Alternates, proposed by the Bidder, for Items C (\$1,085.00) and E (\$5,010.20) will be included in the Bidder's Scope of Work.

[describe Work, alternates, or sections of Work awarded]

The Contract Price of your Contract is: \$ 934,695.20.

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

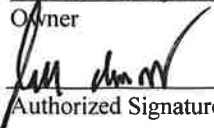
3 sets of the Drawings will be made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [3] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent: NONE

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Cullman County Commission
Owner
By: 
Authorized Signature
Jeff Clemons, Chairman
Name & Title

Copy to Engineer

Cullman County Commission
 Pandemic Response Center (CDBG Project No. CV-NC-20-041)
 Bid Tabulation
 Tuesday, February 22, 2022 at 2:00 pm CST

BID SET #7

Jet-Pep, Inc.

ITEM NO.	EST. QUANT.	UNIT	ITEM	UNIT PRICE	TOTAL ESTIMATED PRICE
Pandemic Response Center - Building Construction					
1	1	LUMP SUM	Pandemic Response Center Building including Sidewalk Construction	\$903,000.00	\$903,000.00
Civil Site Improvements					
2	1	LUMP SUM	Erosion & Sediment Control, Earthwork, Drainage Improvements and Final Landscaping	\$56,000.00	\$56,000.00
3	1	LUMP SUM	Replacement Natural Gas Service to Building	\$2,100.00	\$2,100.00
4	1	LUMP SUM	Replacement Sanitary Sewer to Building	\$14,700.00	\$14,700.00
5	1	LUMP SUM	Replacement Domestic Water Service to Building	\$8,800.00	\$8,800.00
6	167	SQ YD	Concrete Paving	\$207.00	\$34,569.00
7	3,232	SQ YD	Standard Duty Asphalt Paving	\$49.50	\$159,984.00
TOTAL BASE BID (ITEMS 1-7)					\$1,179,153.00
Additive Bid Alternates Proposed by Bidder					
A	1	LUMP SUM	Install Parking Lot Lighting (10 total) with Steel Poles and Concrete Pole Bases	\$26,500.00	\$26,500.00
B	1	LUMP SUM	Install Parking Lot Lighting (10 total) with Wood Poles	\$14,750.00	\$14,750.00
C	1	LUMP SUM	Install Wall Park Lighting (3 total) on Exterior of Building	\$1,085.00	\$1,085.00
D	1	LUMP SUM	Install a Complete In-Building Fire Alarm System, excludes connection to the City.	\$17,325.10	\$17,325.10
E	1	LUMP SUM	Install Data and Communications Wiring and Outlets, excludes routers, switches and IP addressing.	\$5,010.20	\$5,010.20

I hereby certify that this is a true and correct tabulation of all bids received on February 22, 2022 for the Pandemic Response Center (CDBG Project No. CV-NC-20-041).

St. John & Associates, Inc.

*Denotes Computation Error By Bidder



David Q. Haynes, P.E.
 AL. P.E. #34840



Cullman County Commission
 Pandemic Response Center (CDBG Project No. CV-NC-20-041)
 Bid Tabulation
 Tuesday, February 22, 2022 at 2:00 pm CST

BID SET #7
Jet-Pep, Inc.

ITEM NO.	EST. QUANT.	UNIT	ITEM	UNIT PRICE	TOTAL ESTIMATED PRICE
Pandemic Response Center - Building Construction					
1	1	LUMP SUM	Pandemic Response Center Building including Sidewalk Construction	\$903,000.00	\$903,000.00
Civil Site Improvements					
2	-	LUMP SUM	Erosion & Sediment Control, Earthwork, Drainage Improvements and Final Landscaping	\$56,000.00	\$0.00
3	1	LUMP SUM	Replacement Natural Gas Service to Building	\$2,100.00	\$2,100.00
4	1	LUMP SUM	Replacement Sanitary Sewer to Building	\$14,700.00	\$14,700.00
5	1	LUMP SUM	Replacement Domestic Water Service to Building	\$8,800.00	\$8,800.00
6	-	SQ YD	Concrete Paving	\$207.00	\$0.00
7	-	SQ YD	Standard Duty Asphalt Paving	\$49.50	\$0.00
TOTAL BASE BID (ITEMS 1-7)					\$ 928,600.00
Additive Bid Alternates Proposed by Bidder					
A	-	LUMP SUM	Install Parking Lot Lighting (10 total) with Steel Poles and Concrete Pole Bases	\$26,500.00	\$0.00
B	-	LUMP SUM	Install Parking Lot Lighting (10 total) with Wood Poles	\$14,750.00	\$0.00
C	1	LUMP SUM	Install Wall Pack Lighting (3 total) on Exterior of Building	\$1,085.00	\$1,085.00
D	-	LUMP SUM	Install a Complete In-Building Fire Alarm System, excludes connection to the City.	\$17,325.10	\$0.00
E	1	LUMP SUM	Install Data and Communications Wiring and Outlets, excludes routers, switches and IP addressing.	\$5,010.20	\$5,010.20
PROPOSED AWARD AMOUNT					\$ 934,695.20
Approved Funding for Construction					\$ 672,650.00
Remaining Construction Cost by Owner*					\$ 262,045.20

*Cost assumes that all work associated with Item No. 2, Item No. 6 and Item No. 7 will be coordinated and completed by the Owner. Associated items of work in Item No. 2 include NPDES permitting, surveying and geometric control, geotechnical and materials testing. Associated items of work in Item No. 6 include base materials, forming, geotechnical and materials testing. Associated items of work in Item No. 7 include striping, parking bumpers, geotechnical and materials testing.

LEVEL OF REVIEW DETERMINATION FORM

Instructions: Provide the required information and submit this form, along with copies of any required Notices & Affidavits and RROFs.

Grant Recipient: Cullman County Commission Grant Number: CV-NC-20-041
Address: 500 2nd Avenue, SW, Room 105 City: Cullman State: AL Zip Code: 35055 County: Cullman
Funding Source: CDBG Other: _____
ADECA Funds: \$ 803,861.00 Matching Funds: \$ 0.00 Total Funds: \$ 803,861.00

Project Description and Location(s) (Include all actions which are either geographically or functionally related):

The project will convert the vacant Cullman County Rescue Squad Building located in Sportsman Lake Park into a County Pandemic Response Center. This building is currently a vacant metal framed building which the county is proposing to renovate the interior and construct a 41' x 34' expansion to the rear of the building. The expansion of this building will occur on vacant previously disturbed land on the northern side of the building.

The vacant Cullman County Rescue Squad Building to be renovated is located at 1520 Sportsman Lake Road, NW, Cullman, Alabama 35055.

Coordinates are Latitude 34.195055; Longitude -86.858812.

This subject project has been reviewed pursuant to HUD regulations 24 CFR Part 58 and the following determination is made (check one):

- 1. Exempt from NEPA review requirements
- 2A. Categorically Excluded Subject to review
- 2B. Categorically Excluded Subject to review **CONVERTS** to Exempt
- 3. Categorically Excluded **NOT** Subject to review
- 4. Environmental Assessment (EA) is required
- 5. Environmental Impact Statement is required

By signing below the Responsible Entity officially determines, in writing, that the subject project and all its included activities meet the conditions specified for the Level of Review selected above. A copy of this document must be maintained in the ERR.

AUTHORIZED RESPONSIBLE ENTITY OFFICIAL:



Certifying Officer Signature

05/03/22

Date

Jeff Clemons

Certifying Officer Name (printed)

Chairman

Title (printed)

FINAL INSPECTION CERTIFICATION

I CERTIFY that I have inspected the Pandemic Response Center (CDBG Project No. CV-NC-20-041)
(Grantee's Name & Project Number)

and it has been completed in accordance with the Drawings and Specifications or other descriptive material.

Appropriate State approval has been given 11/29/2023, and the Builder's Warranty date is established
(Date of Approval)

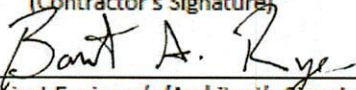
as 11/29/2023.



(Contractor's Signature)

2/8/24

(Date)

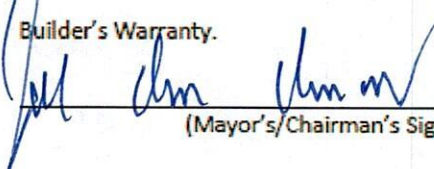


(Project Engineer's/Architect's Signature)

02/02/2024

(Date)

The undersigned gives approval of acceptance of the work constructed under the conditions of the contract and
Builder's Warranty.



(Mayor's/Chairman's Signature)

2/8/24

(Date)

NOTE: This form is to be executed prior to running the Notice of Completion advertisement or holding the Close Out
Public Hearing.

This form must be submitted with the final draw for engineering/architectural and/or the drawdown for final payment
for construction.

In addition to the Final Inspection Certification, the final 2516 form and the final 6002 (Section 3) form must be
submitted. For projects not requiring the Final Inspection Certification, the 2516 and 60002 will still be required.

ADECA will not process drawdown requests for final payment for the primary activity without the 2516 and 60002
forms.

END OF DOCUMENT

AS-BUILT CERTIFICATION FORM

I CERTIFY that construction of Cullman County Commission, Pandemic Response Center (CV-NC-20-041)
(Sub-Recipient's Name, Project Name & CDBG Project Number)

has been completed in accordance with the original and revised plans and specifications and are consistent with the scope of the approved project and that a copy of the As-Built drawings have been delivered to the OWNER.

Bart A. Rye
(Project Engineer's/Architect's Signature)

02/02/2024
(Date)

The undersigned certifies that the OWNER has received a copy of the As-Built drawings for the above mentioned project.

[Signature]
(Mayor's/Chairman's Signature)

2/8/24
(Date)

**\State of Alabama
Cullman County**

RESOLUTION NO. - 2022-39

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 the County Road 1747 (Dirt Road) is greater than is reasonable and safe under the conditions found to exist upon said road; it is

THEREFORE RESOLVED, that the proper maximum speed for County Road 1747 (Dirt Road) 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 County Road 1747;

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 19th day of April 2022.


JEFF CLEMMONS, CHAIRMAN


GARRY MARCHMAN
COMMISSIONER

ATTEST:


WYNNE MEMINA
COUNTY CLERK


KERRY WATSON
COMMISSIONER

**\State of Alabama
Cullman County**

RESOLUTION NO. - 2022-40

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 the County Road 1748 (Dirt Section from intersection of County Road 1747 to South end of bridge approximately 3400 feet) is greater than is reasonable and safe under the conditions found to exist upon said road; it is

THEREFORE RESOLVED, that the proper maximum speed for County Road 1748 (Dirt Section) 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 County Road 1748 (Dirt Section);

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 19th day of April 2022.


JEFF CLEMMONS, CHAIRMAN


GARRY MARCHMAN
COMMISSIONER

ATTEST:


Tiffany Memphis
COUNTY CLERK


KERRY WATSON
COMMISSIONER

RESOLUTION 2022-41

This Resolution is made this 19th day of April, 2022 (the Effective Date) by Cullman County Commission, Alabama (the Granting Authority), to grant a tax abatement for Project Home (the Company).

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

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

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

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

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

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

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

WHEREAS, the construction of the project will involve capital investment of \$1,951,000; 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,

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

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

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

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

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

I hereby certify that the foregoing was duly adopted by the **Cullman County, Alabama** of Alabama at a meeting held on the 19th day of **April, 2022**.

BY:  _____ L. S.

Its: Chairman

ATTEST:



**Project Home
Abatement & Educational Tax Revenue Estimate
April 19, 2022**

	Investment
Land&Building	\$1,176,000
Equipment & Machinery	\$775,000
Total Project	\$1,951,000
Sales Tax on Construction Materials	
Total Plant Building Cost	\$1,176,000
Estimated Ratio of Cost of Materials	0.5
Cost of Materials	\$588,000
Education Sales Tax Rate = 1.6%	0.016
Total Construction Sales Education Tax Revenues	\$9,408
Percentage of Sales Tax Abated = 6.9%	0.069
Total Abated Sales Tax	\$40,572
Use Tax On Equipment	
Total Equipment	\$775,000
Education Use Tax Rate = .8672%	0.008672
Total Sales Education Tax Revenues, Equipment	\$6,721
Percentage of Use Tax Abated = 2.13%	0.02133
Total Abated Use Tax	\$16,531
Ad Valorem Education Tax Revenues	
Value of Project	\$1,951,000
Current Ratio of Assessed to Market Value	0.2
Tax Rate On Proposed Site	\$390,200
Education 'Millage Rate for the City of Cullman = 13 unabateable	0.013
Annual Ad Valorem Education Tax Revenues	\$5,073
Ten Year Period	10
Total Ad Valorem Education Tax Revenues	\$50,726
Abated Millage Rate = 13 Mills Abated	0.013
Annual Abated Ad Valorem Taxes	\$5,073
Total Ad Valorem Abated Tax Revenues	\$50,726
Totals	
Sales/Use Tax, Construction Materials	\$9,408
Sales/Use Tax, Equipment	\$6,721
Ad Valorem Taxes	\$50,726
Total Education Tax Revenues Over 10 Years	\$66,855
Total Abated Sales Tax	\$40,572
Total Abated Use Tax	\$16,531
Total Ad Valorem Abated Tax Revenues	\$50,726
Total Taxes Abated over 10 Year Period	\$107,829
The information provided herein in no way obligates any party to any formal commitment.	
These figures are only estimates. Actual figures will vary according to actual investment.	

RESOLUTION 2022-41

This Resolution is made this 19th day of April, 2022 (the Effective Date)

by Cullman County Commission, Alabama (the Granting Authority), to grant a tax abatement for KT Outdoors USA, LLC (the Company).

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

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

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

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

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

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

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

WHEREAS, the construction of the project will involve capital investment of \$1,951,000; 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,

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

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

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

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

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

I hereby certify that the foregoing was duly adopted by the **Cullman County, Alabama** of Alabama at a meeting held on the 19th day of **April, 2022**.

BY:  _____ L. S.
Its: Chairman

ATTEST:


Tax Abatement Agreement

This agreement is made this 19th day of April, 2022, (the Effective Date)

by and between the **Cullman County Commission, Alabama** (the Granting Authority),

and **KT Outdoors USA, LLC.** (the Company), its successors and assigns.

WHEREAS, the Company's North American Industry Classification System Code **327320**, 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 **May, 2025**; and

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

inside the city limits of **CULLMAN COUNTY**,

inside the police jurisdiction of **CULLMAN COUNTY**,

outside the city limits and police jurisdiction of the City of **CULLMAN COUNTY**; 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 19th day of April, 2022 (the Meeting), the Granting Authority approved the Company's application for 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 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):

- 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;

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 **\$7,493** 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 **\$73,195** 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: **\$ 1,951,000**

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

Initially 0 Year 1 0 Year 2 0 Year 3 0

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

Initially \$0 Year 1 \$0 Year 2 \$0 Year 3 \$0;

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):

all state and local noneducational ad valorem taxes,

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

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

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

This Agreement is executed as of the dates specified below.

KT Outdoors USA, LLC.
(the Company)

By: _____

Name: Kevin Thomas

Title: President

Date: April 19, 2022

Cullman County Commission
(the Granting Authority)

By:  _____

Name: Jeff Clemmons

Title: Chairman

Date: April 19, 2022

RESOLUTION 2022-42

This Resolution is made this 19th day of April, 2022 (the Effective Date)
by **Cullman County Commission, Alabama** (the Granting Authority), to grant a tax abatement
for **Project Tank** (the Company).

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

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

located within the jurisdiction of the Granting Authority; and

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

all state and local noneducational ad valorem taxes,

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

all mortgage and recording taxes; and

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

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

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

WHEREAS, the construction of the project will involve capital investment of **\$22,464,261**; 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,

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

all mortgage and recording taxes

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

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

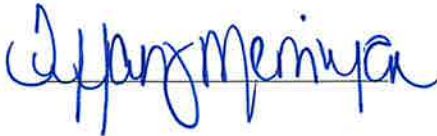
Section 3. A certified copy of this resolution, with the application and abatement agreement, shall be forwarded to the Company to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

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

I hereby certify that the foregoing was duly adopted by the **Cullman County, Alabama** of Alabama at a meeting held on the 19th day of **April, 2022**.

BY:  _____ L. S.
Its: Chairman

ATTEST:



**Project Tank
Abatement & Educational Tax Revenue Estimate
April 19, 2022**

	Investment
Land&Building	\$9,396,561
Equipment & Machinery	\$13,067,700
Total Project	\$22,464,261
Sales Tax on Construction Materials	
Total Plant Building Cost	\$9,396,561
Estimated Ratio of Cost of Materials	0.5
Cost of Materials	\$4,698,281
Education Sales Tax Rate = 1.6%	0.016
Total Construction Sales Education Tax Revenues	\$75,172
Percentage of Sales Tax Abated = 6.9%	0.069
Total Abated Sales Tax	\$324,181
Use Tax On Equipment	
Total Equipment	\$13,067,700
Education Use Tax Rate = .8672%	0.008672
Total Sales Education Tax Revenues, Equipment	\$113,323
Percentage of Use Tax Abated = 2.13%	0.02133
Total Abated Use Tax	\$278,734
Ad Valorem Education Tax Revenues	
Value of Project	\$22,464,261
Current Ratio of Assessed to Market Value	0.2
Tax Rate On Proposed Site	\$4,492,852
Education Millage Rate for the City of Cullman = 13 unabateable	0.013
Annual Ad Valorem Education Tax Revenues	\$58,407
Ten Year Period	10
Total Ad Valorem Education Tax Revenues	\$584,071
Abated Millage Rate = 13 Mills Abated	0.013
Annual Abated Ad Valorem Taxes	\$58,407
Total Ad Valorem Abated Tax Revenues	\$584,071
Totals	
Sales/Use Tax, Construction Materials	\$75,172
Sales/Use Tax, Equipment	\$113,323
Ad Valorem Taxes	\$584,071
Total Education Tax Revenues Over 10 Years	\$772,566
Total Abated Sales Tax	\$324,181
Total Abated Use Tax	\$278,734
Total Ad Valorem Abated Tax Revenues	\$584,071
Total Taxes Abated over 10 Year Period	\$1,186,986
The information provided herein in no way obligates any party to any formal commitment.	
These figures are only estimates. Actual figures will vary according to actual investment.	

RESOLUTION 2022-42

This Resolution is made this 19th day of April, 2022 (the Effective Date) by Cullman County Commission, Alabama (the Granting Authority), to grant a tax abatement for Wiregrass Construction Co., Inc. (the Company).

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

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

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

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

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

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

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

WHEREAS, the construction of the project will involve capital investment of \$22,464,261; 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,

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

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

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

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

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

I hereby certify that the foregoing was duly adopted by the **Cullman County, Alabama** of Alabama at a meeting held on the 19th day of **April, 2022**.

BY:  L. S.
Its: Chairman

ATTEST:



Tax Abatement Agreement

This agreement is made this 19th day of April, 2022, (the Effective Date)

by and between the **Cullman County Commission, Alabama** (the Granting Authority),
and **Wiregrass Construction Co., Inc.** (the Company), its successors and assigns.

WHEREAS, the Company's North American Industry Classification System Code **424710**, 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 31st day of **December, 2024**; and

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

inside the city limits of **CULLMAN COUNTY**,

inside the police jurisdiction of **CULLMAN COUNTY**,

outside the city limits and police jurisdiction of the City of **CULLMAN COUNTY**; 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 19th day of **April, 2022** (the Meeting), the Granting Authority approved the Company's application for 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 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):

- 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;

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 **\$58,407** 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 **\$75,172** 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: **\$ 22,464,261**

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

Initially **5** Year 1 **0** Year 2 **0** Year 3 **0**

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

Initially \$175,000 Year 1 \$0 Year 2 \$0 Year 3 \$0;

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):

all state and local noneducational ad valorem taxes,

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

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

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

This Agreement is executed as of the dates specified below.

Wiregrass Construction Co., Inc.
(the Company)

By: _____

Name: Manda Bryan

Title: VP, Accounting

Date: April 19, 2022

Cullman County Commission
(the Granting Authority)

By:  _____

Name: Jeff Clemmons

Title: Chairman

Date: April 19, 2022

CARTS

Cullman Area Rural Transportation System

March 15, 2022

Mr. Bradley B. Lindsey
State Local Transportation Engineer
Bureau of Local Transportation
1409 Coliseum Boulevard
Montgomery, AL 36110

Dear Mr. Lindsey;

Enclosed please find three requests for out of state travel for the 2022 CTAA Rodeo and EXPO in Louisville, Kentucky.

The requests are as follows:

Jody Glover, Driver
Joyce Echols, Volunteer Judge
Gary Campbell, Volunteer Judge

Thank you for your consideration regarding this matter. Should you have any questions or need additional information, please do not hesitate to call.

Sincerely,



Joyce Echols,
Director

Enclosures

SCHEDULE OF BASIC FEE RATES

COST OF THE WORK		FEE IN PERCENTAGE					IAC PROPOSED FEE					
		BUILDING GROUP					BUILDING GROUP					
		I	II	III	IV	V	I	II	III	IV	V	
Up	to	\$100,000	8.0	9.0	10.0	11.0	12.0	10	11.25	12.5	13.75	15
100,001	to	200,000	7.0	8.0	9.0	10.0	11.0	8.75	10	11.25	12.5	13.75
200,001	to	300,000	6.0	7.0	8.0	9.0	10.0	7.5	8.75	10	11.25	12.5
300,001	to	400,000	5.9	6.9	7.9	8.9	9.9	7.375	8.625	9.875	11.125	12.375
400,001	to	500,000	5.8	6.8	7.8	8.8	9.8	7.25	8.5	9.75	11	12.25
500,001	to	600,000	5.7	6.7	7.7	8.7	9.7	6.27	7.37	8.47	9.57	10.67
600,001	to	700,000	5.6	6.6	7.6	8.6	9.6	6.16	7.26	8.36	9.46	10.56
700,001	to	800,000	5.5	6.5	7.5	8.5	9.5	6.05	7.15	8.25	9.35	11.875
800,001	to	900,000	5.4	6.4	7.4	8.4	9.4	5.94	7.04	8.14	9.24	10.34
900,001	to	1,000,000	5.3	6.3	7.3	8.3	9.3	5.83	6.93	8.03	9.13	10.23
1,000,001	to	1,250,000	5.2	6.2	7.2	8.2	9.2	5.72	6.82	7.92	9.02	10.12
1,250,001	to	1,500,000	5.1	6.1	7.1	8.1	9.1	5.61	6.71	7.81	8.91	10.01
1,500,001	to	1,750,000	5.0	6.0	7.0	8.0	9.0	5.5	6.6	7.7	8.8	9.9
1,750,001	to	2,000,000	4.9	5.9	6.9	7.9	8.9	5.39	6.49	7.59	8.69	9.79
2,000,001	to	2,500,000	4.8	5.8	6.8	7.8	8.8	5.28	6.38	7.48	8.58	9.68
2,500,001	to	3,000,000	4.7	5.7	6.7	7.7	8.7	5.17	6.27	7.37	8.47	9.57
3,000,001	to	3,500,000	4.6	5.6	6.6	7.6	8.6	5.06	6.16	7.26	8.36	9.46
3,500,001	to	4,000,000	4.5	5.5	6.5	7.5	8.5	4.95	6.05	7.15	8.25	9.35
4,000,001	to	5,000,000	4.4	5.4	6.4	7.4	8.4	4.84	5.94	7.04	8.14	9.24
5,000,001	to	6,000,000	4.3	5.3	6.3	7.3	8.3	4.73	5.83	6.93	8.03	9.13
6,000,001	to	8,000,000	4.2	5.2	6.2	7.2	8.2	4.62	5.72	6.82	7.92	9.02
8,000,001	to	10,000,000	4.1	5.1	6.1	7.1	8.1	4.51	5.61	6.71	7.81	8.91
10,000,001	to	12,000,000	4.0	5.0	6.0	7.0	8.0	4.4	5.5	6.6	7.7	8.8

BUILDING GROUPS OF THE SCHEDULE

Group I: Industrial buildings without special facilities, parking structures and repetitive garages, simple loft type structures, warehouses exclusive of automated equipment, and other similar utilitarian type buildings.

Group II: Armories, cold storage facilities, exhibition halls, office buildings without tenant improvements, public markets, and service garages.

Group III: Classroom facilities, convention facilities, jail and detention facilities, extended care facilities, gymnasiums (simple, prefabricated, pre-engineered, minimum types shall be classified under Group II), hospitals, institutional dining halls, laboratories, libraries, medical office facilities and clinics, mental institutions, office buildings with tenant improvements, parks, playground and recreational facilities, police stations, public health centers, research facilities, schools (elementary and secondary), stadiums, and welfare buildings. Also, central utilities plants, water supply and distribution plants, sewage treatment and underground systems, electrical substations and primary and secondary distribution systems, roads, bridges and major site improvements when performed as independent projects.

Group IV: Auditoriums, art galleries, communications buildings, special schools, theaters, and similar facilities.

Group V: Specialized decorative buildings. Custom designed furnishings shall be categorized in Group V except when considered incidental to the basic architectural service for a building.



**MASTER DEVELOPMENT AGREEMENT
BETWEEN**

**Cullman County Commission
500 2nd Avenue
Cullman, AL 35055**

AND

**ABM Building Solutions, LLC (ABM)
1005 Windward Ridge Parkway
Alpharetta, GA 30005**

The purpose of this Master Development Agreement (MDA) is to confirm the intent of ABM Building Solutions, LLC (ABM) and The Cullman County Commission (hereinafter referred to as The Cullman County Commission, or Client), together referred to as the "Parties", to develop an Energy Savings Performance Contract for the locations and facilities outlined herein. This agreement will provide the basis of the scope of the MDA, the obligations of both parties, the financial metrics to be met, the intended outcomes and timeline.

WITNESSETH:

WHEREAS the Parties seek to enter into a performance-based project agreement to implement Energy, Water and Wastewater Efficiency and Conservation Measures ("Measures") in Client-owned infrastructures to reduce energy, operating and future capital costs within those existing and planned infrastructures owned and/or operated by the Client as set forth in Section 4 below hereto (the "Premises"); and

WHEREAS, Client has selected ABM via the County's process and by reviewing ABM's qualifications and professional experience; and

WHEREAS, ABM will evaluate, and with Client's approval, implement, economically feasible measures to improve the Client's infrastructures; and

NOW, THEREFORE, for the mutual promises contained herein, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows.

ABM agrees to undertake a detailed development of the following Scope of Work. Upon reliance of the detailed development, Client shall consider approval of a Project Agreement with ABM to install the Improvement Measures. Client intends to consider approval of the Implementation Contract no later than December 31, 2022.

1. Scope of Work

It is the Parties' mutual understanding that as part of this Master Development Agreement, ABM and Client agree to the following:

Develop a project which will fund the Measures utilizing utility operational, maintenance, capital cost avoidance savings and any other available funding sources, including local capital contributions and grants/foundation resources, over a maximum period of 20 years.

Develop Measures which will lower the County's operating costs and/or improve facility operating & environmental conditions as well as commission's additional current needs or planned growth.

ABM Building Solutions LLC

Allowable project savings and funding sources include, but are not limited to:

- Electrical consumption (kwh), Electrical Demand (kW, on- and off-peak), Potable water consumption (kgal), Sewer consumption (kgal), Reclaimed usage (kgal), Natural gas consumption (Therms), County's Steam (MMBtu) and County's Chilled Water (ton-hours)
- Utility marketing, distribution, and/or delivery costs
- Existing services contract cost savings throughout the project term or other cost savings attributable to the Client's behavioral modifications, facility operating schedule or efficiency plan
- Deferral of service contract costs
- Escalation rates for utilities, commodities, labor, maintenance, and material shall be the greater of 3% annually, actual calculated escalation or the Consumer Price Index (CPI)
- Utility rate structure adjustments (rate category changes)
- Deferred maintenance reduction and/or emergency repair costs
- Capital Improvement Budget funds, Capital contribution, adjustment, or re-allocation funds, and/or offset of future Client costs
- Applicable Bond or Tax Referendum proceeds
- Utility Provider and/or State or Federal rebates or grants
- Enhanced and/or additional financial benefits created through the installation of the measures

The Detailed Development included in this scope of work will result in the delivery of a written final business case, in the form of a Project Agreement, based on a fixed-firm price to install selected Measures and the realization of guaranteed savings for an agreed-to term ("Detailed Development Summary").

Additional Measures can be included in the scope of work of this Master Development Agreement through mutual written agreement of ABM and Client. Compensation to ABM for the additional Measures' development costs incurred because of scope of work additions as described above shall be negotiated in accordance with the terms, conditions and unit pricing set forth in Section 4.

The end work product will be a specific list of measures with the following corresponding information:

- i) Final savings calculations for energy, operational, and other savings and a defined measurement and verification plan for each Measure
- ii) Final Project savings and cost included in the Implementation Contract on a firm-fixed price basis
- iii) Draft version of the Implementation Contract for negotiation of final terms and conditions with Client

ABM shall commence Work upon approval of this Agreement.

2. Records and Data

During the Development Phase, the Client will furnish to ABM upon its request, accurate and complete data concerning current costs, budgets, facilities requirements, future projected loads, facility operating requirements, collective bargaining agreements, etc. Should ABM determine it needs additional data, ABM will provide a separate document with the required information and the Client shall make every reasonable effort to provide that information within 5 days of request.

3. Preparation of "Project Agreement"

Along with the Scope of Work required under this Agreement, ABM will develop the framework of the subsequent Project Agreement, Energy Agreement, and the Financing Agreement if applicable. These Agreements shall be co-developed by ABM and the Client during the term of this Master Development Agreement (MDA). These documents will vary dependent on the Client's desired structure, but where possible shall be standardized ABM documents for most expedient delivery.

4. Price and Payment Terms

Pricing for Development

Client agrees to pay to ABM the sum of \$16,240 (Sixteen thousand two hundred forty dollars) within thirty (30) days after the delivery to the Client of the documentation described under Paragraph 1 of this Agreement. However, Client will have no obligation to pay this amount if:

ABM and the Client execute the 'Project Agreement' (outlined in Paragraph 3) within thirty (30) days after the delivery to the Client of the documentation described under Paragraph 1 of this Agreement. Costs for the Development will be transferred to the total cost of the Implementation Contract and be subject to the payment terms outlined in the Implementation Contract.

5. Timeline

It is the intent and commitment of the Parties identified in this Agreement to work diligently and cause others under their direction to work diligently toward meeting the timeline shown below

	Date*
Master Development Agreement (MDA) Approved by Client	March 2022
ABM to Complete Project Development and Provide Firm Project Agreement	December 2022
Client to Approve ABM Contracts	February 2023
Anticipated Project Completion and begin Measurement & Verification	June 2023

*These are anticipated timeframes and may be modified by subsequent work plans approved by the parties.

6. Other Agencies / Clients

The parties mutually agree that this Agreement to Form may be utilized by other Agencies / Clients to enter their own Master Development Agreement (MDA) with ABM. Other Agencies / Clients electing to utilize this agreement shall negotiate their specific scope, terms, conditions, and additional schedules, directly with ABM in all respects. Client will in no way be liable for the other agency's agreement.

7. Miscellaneous Provisions

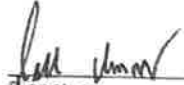
This Agreement cannot be assigned by either party without the prior written consent of the other party. This Agreement is the entire Agreement between ABM and Client and supersedes any prior oral understandings, written agreements, proposals, or other communications between ABM and the Client. Any change or modification to this Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement.

This document represents the business intent of both Parties and should be executed by the Parties who would ultimately be signatory to a final agreement.

ABM Building Solutions, LLC

Client

ABM Building Solutions, LLC


Signature


Signature

Chairman
Title

vpl/cm
Title

4/19/22
Date

4/20/22
Date

BID SUBMITTAL FORM
Alabama County Joint Bidding Program
BID ITEM – HEAVY DUTY DUMP CHASSIS OPTION C

Company Name: KENWORTH OF BIRMINGHAM (TRUCKWORX)

Address: 2220 FINLEY BLVD BIRMINGHAM, AL 35234

Bid Submitted by: JAY CALLAWAY
(Name of company representative)

Title: VP OF GOVERNMENT AFFAIRS E-mail address: JONATHAN@TRUCKWORX

Phone: 601.702.1923 Fax: 205.909.4173

By submitting this bid, we agree: Initials

That the equipment model number identified below meets the bid specs for this bid item JC

That the bid price will be honored for all counties for the period from Jan. 1, 2021 to Dec. 31, 2021; however, the deadline to submit orders for 2022 build will be March 7, 2022 JC

That the equipment will be delivered at the bid price to all counties participating in the joint bid program JC
SEE ATTACHED ADDENDUM A; AT THE BOTTOM OF PAGE 1.

That the company representative listed above will be the contact person for purchasing this bid item under the joint bid program JC

That the bid is accompanied by a current catalog or model specification document for the model number identified below JC

That the bid is accompanied by a copy of the manufacturer's standard warranty as required in the bid specifications JC

That the bid includes the e-verify documentation required by Alabama law JC


That, if awarded the bid, a performance bond will be provided upon request JC

That an option sheet with individual pricing is attached JC

Total Bid Price including options: \$ 171,990.00

Equipment Model #: T880, or T880S

Description: HEAVY-DUTY DUMP CHASSIS

Signature of company representative submitting bid: 

Title: VP OF GOVERNMENT AFFAIRS

ADDENDUM A:

Due to OEM production constraints ACCA members will be limited to 51 build slots on this year's contract. Order(s) will be received on a first come, first serve basis until all production slots are fulfilled.

OPTION COST SHEET FOR HEAVY DUTY DUMP TRUCK CHASSIS OPTION C

<u>Options</u>	<u>Option Price</u>
Allison World 4500-RDS-6 six speed Automatic Transmission w/ 4.56 Rear Axle Ratio in place of 10 speed manual w/ 4.10 Rear Axle Ratio	\$ 10,892.00__
Eaton Fuller Ultrashift Plus 8LL transmission. Requires 1650 torque engine and optimized Rear axle ratio (4.10 or 4.30 depending on engine selection) (results in price reduction)	\$7,688.00__
Dual Exhaust in place of standard single exhaust	\$ 367.00__
Outside Aluminum wheels (6) on lift axle and rear axles in place of steel wheels	\$ 591.00
Extended cab in place of Standard cab (applies to 1.9m only)	\$ N/A__
Will not be available in 2022	
2.1m wide cab in place of 1.9m wide cab (results in price reduction)	\$ N/A__
1.9m (W900L) model production will not be available due to OEM constraints.	
425/65R22.5 Front Tires in place of 385/65R22.5 radials Bridgestone, Goodyear, or Yokohama	\$ _291.00__
Factory installed 23k lb. capacity non-steerable lift axle with Bendix LQ-5 Valve and dash mounted controls (flip valve, pressure regulator, & air pressure gauge) and (4) 295/75R22.5 virgin rubber 14 ply highway tread radial tires by Bridgestone, Goodyear, or Yokohama with (4) 22.5 x 8.25 steel disc wheels. 1yr/100k mile Factory warranty included.	\$ 5,109.00__
Full truck kit/pintle hook prep package: includes tractor protection valve and gladhands ran To end of frame for safe trailer operation	\$425.00__
MX 13 L engine with set forward axle, 4.78 rear axle ratio, & straight bright finish bumper in place of X15 15L engine (results in price reduction)	\$ _10,308.00__
7" Wide polished stainless steel tank straps with polished aluminum fuel tank	\$ 270.00__

NOTE: Award will be made on the basis of the total cost of the truck with all options included. However, a county may, at its discretion, deduct one or more of the above-referenced options from the truck, and in such event, the cost of the option as stated on the bid shall be deducted from the total cost of the truck. There shall be no other deductions and no additions made to the truck by the purchasing county or by the vendor.

Equipment Model #: T880, or T880S _____

Description: HEAVY-DUTY DUMP CHASSIS _____

Signature of company representative submitting bid: _____

Title: VP OF GOVERNMENT AFFAIRS

**BID SPECIFICATIONS
FOR
HEAVY DUTY DUMP TRUCK CHASSIS - OPTION C**

GENERAL

These specifications shall be construed as the minimum acceptable standards for a heavy duty dump truck chassis. Should the manufacturer's current published data or specifications exceed these standards, the manufacturer's standards shall be considered minimum and shall be furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished. Additionally, the machine offered for bid shall include all standard manufacturers' equipment.

The use of specific names or numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer, but is intended solely for the purpose of indicating the type, size, and quality of equipment considered best adapted to the uses of counties participating in this joint bid.

Note all units offered for bid must be of manufacturer's current production model and must be fully compliant with EPA standard US10 without the use of EPA engine credits. Chassis should be equipped with the appropriate diesel particulate filter and SCR after treatment system.

BID SUBMITTAL FORM

Each bidder must submit his or her bid on the Bid Submittal Form included in the invitation to bid package. All written warranties to be submitted shall be attached to the Bid Submittal Form.

BID PRICE

The price bid shall include all destination charges, delivery charges, title fees, rebates and all other applicable costs and refunds.

REPLACEMENT PARTS AVAILABILITY

Parts must be available for 5 years or 500,000 miles of use for the piece of equipment bid.

WARRANTY

Bidders shall submit a copy of the manufacturer's standard warranty along with a complete explanation of the warranty with their bid. Warranty must be transferable. Warranty must include the following minimum coverage:

Basic Vehicle: 1 Year or 100,000 miles

Diesel Engine: 2 year or 250,000 miles. However, counties will have the option to purchase additional coverage (an extended warranty) if negotiated between the purchasing county and successful bidder within the first 9 months of truck purchase.

Transmission: 3 Year or 300,000 miles

Yes No

Rear Carriers: 3 Year or 300,000 miles

Page# 12 / Attachment

ASSEMBLY AND DELIVERY

The truck chassis will be purchased for use with a 16' dump body and optional body equipment that is to be bid separate and apart from the truck chassis. The dump body company will be responsible for assembly and installation of the dump body and related optional equipment, including the cost of the same. The selling truck chassis dealer will be responsible for delivery of the chassis to the dump Body Company for installation and for delivery of the complete dump truck unit to the county following installation and assembly of the dump body and related options onto the truck chassis. Freight to and from the Dump Body Company will be included in the truck bidder's proposal. Dump body installation and assembly costs will be included in the dump body bidder's proposal.

DOT INSPECTION AND SAFETY EQUIPMENT

Prior to delivery each unit shall be DOT inspected and include the appropriate documentation and decal. In addition each unit shall be equipped with the required fire extinguisher and reflective triangle kit.

ENGINE AND RELATED COMPONENTS

Shall be an in line 6 design 13 liter minimum, turbo charged diesel engine capable of developing 500HP minimum with a maximum governed RPM of 1800 or more and a minimum peak torque rating of 1,850FT Lbs. Yes X No ___
Page # 2

Engine shall have full wet replaceable cylinder liners. Fuel injection system to be equipped with a unit pump or unit injector style without CARB idle reduction. Yes X No ___
Page # 2

Air intake system shall have a single dry element with a restriction indicator. Yes X No ___
Page # 3

Engine cooling system to have a minimum 1,330 square inches of frontal area, aluminum core radiator with silicone hoses throughout and coolant protection to -34 degrees F. Yes X No ___
Page # 4

Fan drive to be Horton two speed type Yes X No ___
Page # 4

Single vertical Exhaust. Cab Mounted for clear back of cab with stainless steel heat shield, steel elbow and chromed turn out stack. Yes X No ___
Page # 4

Diesel Particulate Filter and SCR catalyst to be mounted under passenger door. Yes X No ___
Page # 4

Factory installed integral Engine Brake. Yes X No ___
Page # 2

Engine electronics to include shutdown capabilities for critical engine functions: Yes X No ___
Page # 4

STARTING AND ELECTRICAL SYSTEM

12-Volt system fuse/circuit breaker protected

Yes No
Page # 4

12V gear reduction starter, 12V 160 amp alternator

Yes No
Page # 4

(3) 12V maintenance free group 31 batteries with 700 cold cranking amps each. Batteries to be mounted in a single metal box with fiberglass cover RH side behind cab.

Yes No
Page # 4

TRANSMISSION AND DRIVELINE

A manual ten (10) speed overdrive design, with a minimum first gear reduction of 14.56 to 1.

Yes No
Page # 5

Transmission should have oil cooler with dash mounted temperature gauge, left and right-side PTO access gears with appropriate clearance.

Yes No
Page # 5

Eaton Advantage easy pedal manually adjusting 15.5" two plate ceramic clutch 7 springs, 6 paddle design with AIR assist feature and remote lube fittings for clutch release bearing and both crosses mounted on LH frame rail under hood.

Yes No
Page # 5

Main drivelines Spicer 1810HD with coated splines/ inter axle 1810 with coated splines or Equivalent.

Yes No
Page # 5

CAB EXTERIOR

Cab to be Class 8 design for construction and vocational applications. **Aluminum** and composite construction for corrosion resistance. Huck bolted or Henrob fastened construction. Minimum width 1.9 meters. Minimum bumper to back of cab = 122.5".

Yes No
Page # 9

Drop style side windows for improved driver's downward visibility.

Yes No
Page # 11

Rear of engine may not extend into cab. No doghouse in firewall is allowed.

Yes No
Page # 11

Cab mounting should be air suspended at rear on dual at least 1 air bags.

Yes No
Page # 11

Cab should feature:

Dual air horns in addition to the standard electric signal horn

Yes No
Page # 11

LED marker lights

Yes No
Page # 11

Cab mounted heated mirrors with convex mirrors mounted directly below heated mirrors.

Yes No
Page # 11

Stainless steel exterior sun visor

Yes No
Page # 11

Hood is to be a full tilting composite design to include woven aluminum mesh grill

Yes No
Page # 11

Rubber fender extensions for wider base front tires.

Yes No
Page # 11

Cab and hood paint color to be selected from manufacturer's standard non-metallic paint chart

Yes No
Page # 12

CAB INTERIOR

Cab interior to include the following:

Storage tray on back wall of cab and in overhead console

Yes No
Page # 9

Cab interior is to be mid-grade level fully groomed with headliner, back wall and windshield pillar post and door panels covered

Yes No
Page # 9

Cab should have interior sun visors on both sides of cab.

Yes No
Page # 9

Dash features to include:

Black appearance with chrome gauge surrounds

Yes No
Page # 10

Center mount console with cup holders

Yes No
Page # 10

Full adjusting tilt and telescopic steering column

Yes No
Page # 9

Multifunction Driver Display to include the following:

- Average and real time fuel economy
- RPM display
- Ignition timer
- Trip information
- Truck information
- Onboard diagnostics
- ~~Gear display~~
- ~~Alarm clock~~
- ~~Automated pre-trip light inspection~~
- Air Filter Restriction gauge, Engine oil temperature gauge,
dual rear axle temperature gauges (2), Fuel filter restriction gauge,
and Manifold pressure gauge. ~~and Ammeter~~
- Gauges to be individual replaceable gauges (no automotive type clusters)

Yes No
Page # 9

Cab seats should be: Driver High Back air ride design with dual arm rests

Yes No
Page # 9

Passenger seat to be fixed design with dual arm rests storage area underneath seat with lid.

Yes No
Page # 10

Both seats to have fabric covering with required lap and shoulder belts.

Yes No
Page # 10

Factory installed integral heater/air conditioning (HVAC) with R134A refrigerant and rotary type air conditioner compressor. HVAC unit to be firewall mounted to allow for easier access to components.

Yes No
Page # 9

AM/FM/GD and Bluetooth radio with clock, USB port, and weather band, two-way radio Power leads with mounting plate installed in overhead console with dual mirror mounted antennas.

Yes No
Page # 10

One additional dash mounted power outlet to be furnished.

Yes No
Page # 10

Windshield wipers to be two (2) speed electric with washer and intermittent feature. Wiper motor and linkage to be mounted external of the cab on firewall for easier access.

Yes No
Page # 10

AIR BRAKES

Brake system to be full dual antilock air design with heated extended purge air dryer.

Yes No
Page # 4

Naturally aspirated air compressor should have 18.7 CFM capacity and increased air reservoir capacity for the local installation of a pusher style third axle.

Yes No
Page # 4

System to include either a steering column or dash mounted valve for rear service brakes.

Yes No
Page # 9

FRAME/BUMPER/FUEL TANKS

Steel 120,000 PSI steel frame rails 10.75" x 3.50" x 0.375" with a section modulus of 27.33 and a RBM per rail of 3,280,000 including full steel insert.

Yes No
Page # 7

Minimum 209" wheelbase with a 135" cab to axle and a 195" load platform.

Yes No
Page # 1

Front bumper Bright Finish steel swept back channel design with center mount cast tow pin.

Yes No
Page # 7

Fuel tank(s) to be aluminum with a minimum of 110-gallon capacity.

Yes No
Page # 8

FRONT AXLE

20,000 LB Meritor MFS20 or Equivalent suspension and shock absorbers. Threaded spring hanger pins and bushings replacing rubber bushings.

Yes No
Page # 5

20,000# integral power steering with dual steering boxes and oil cooler

Yes No
Page # 5

Unitized sealed (maintenance free) front wheel hubs.

Yes No
Page # 5

Sealed tapered kingpins and bearings.

Yes No
Page # 5

Meritor "S" cam design or Equivalent 16.5" x 6" brakes with dust shields:

Yes No
Page # 5

Front wheels to be Aluminum disc ten (10) hole bud style, hub piloted 22.5" x 12.25". Yes No
Page # 7

Front tires to be 18 ply 385/65R22.5 radials Bridgestone, Goodyear, or Yokohama. Yes No
Page # 7

REAR AXLE

Dual Meritor RT46-164PEH 46,000# capacity tandem rear axle or Equivalent with heavy wall housing and integral lube pump (4.10 ratio). 46,000# Chalmers 854-46-H suspension with standard restrictor can. No multi leaf springs and walking beam design allowed. Yes No
Page # 6

In cab Power divider lock out valve with warning light and buzzer. Yes No
Page # 6

Driver controlled inter wheel differential locks for both rear axles with manual valve and warning light. Yes No
Page # 6

Meritor "S" cam design or Equivalent 16.5" x 7" brakes with dust shields: Yes No
Page # 6

Automatic brake slack adjusters Yes No
Page # 6

Brake chambers shall be (4) 30/30 style chambers with raised chambers on rear axle. Yes No
Page # 6

Steel disc ten- (10) hole bud style, hub piloted 24.5 x 8.25 rear wheels. Yes No
Page # 7

Rear tires to be 14 ply 11R 24.5 traction radials Bridgestone, Goodyear, or Yokohama. Yes No
Page # 7

OPTIONS

In addition to the above options related to the tri-axle or heavy-duty dump truck chassis, the bid must also include the cost for each of the following options, itemized separately on the bid:

Allison World 4500-RDS-6 six speed Automatic Transmission w/ 4.56 Rear Axle Ratio in place of 10 speed manual w/ 4.10 Rear Axle Ratio

Yes No
Page # 4

Eaton Fuller Ultrashift Plus 8LL transmission. Requires 1650 torque engine and optimized Rear axle ratio (4.10 or 4.30 depending on engine selection) (results in price reduction)

Yes No
Page # 4

Dual Exhaust in place of standard single exhaust

Yes No
Page # 4

Outside Aluminum wheels (6) on lift axle and rear axles in place of steel wheels

Yes No
Page # 6

~~Extended cab in place of Standard cab (applies to 1.9m only)~~

Yes No
Page #

1.9m production will not be available due to OEM production constraints.

2.1m wide cab in place of 1.9m wide cab (results in price reduction)

Yes No
Page # 9

425/65R22.5 Front Tires in place of 385/65R22.5 radials Bridgestone, Goodyear, or Yokohama

Yes No
Page # 7

Factory installed 23k lb. capacity non-steerable lift axle with Bendix LQ-5 Valve and dash mounted controls (flip valve, pressure regulator, & air pressure gauge) and (4) 295/75R22.5 virgin rubber 14 ply highway tread radial tires by Bridgestone, Goodyear, Or Yokohama with (4) 22.5 x 8.25 steel disc wheels. 1yr/100k mile Factory warr. included.

Yes No
Page # 6

Full truck kit/pintle hook prep package: includes tractor protection valve and gladhands ran To end of frame for safe trailer operation

Yes No
Page #

MX 13 L engine with set forward axle, 4.78 rear axle ratio, & straight bright finish bumper in place of X15 15L engine (results in price reduction)

Yes No
Page # 2

7" Wide polished stainless steel tank straps with polished aluminum fuel tank

Yes No
Page # 8

NOTE: Award will be made on the basis of the total cost of the truck chassis with all options included. However, a county may, at its discretion, deduct the above-referenced option from the truck chassis, and in such event, the cost of the option as stated on the bid shall be deducted from the total cost of the truck chassis. There shall be no other deductions and no additions made to the truck chassis by the purchasing county or by the vendor.

BID SUBMITTAL FORM
Alabama County Joint Bid Program
BID ITEM – 16' STEEL DUMP BODY – OPTION B (AUTOMATIC TRANSMISSION)

Company Name: Childersburg Truck Service, Inc.

Address: 33790 U.S. Hwy. 280
Childersburg, AL 35044

Bid Submitted by: Roger Justice
(Name of company representative)

Title: General Manager E-mail address: roger_justice@childersburg-truck.com

Phone: 256-378-3101 Fax: —

By submitting this bid, we agree:

Initials

That the equipment model number identified below meets the bid specs for this bid item

R.J.

That the bid price will be honored for all counties for the period from January 1, 2022 to December 31, 2022.

R.J.

That the equipment will be delivered at the bid price to all counties participating in the joint bid program

R.J.

That the company representative listed above will be the contact person for purchasing this bid item under the joint bid program

R.J.

That the bid is accompanied by a current catalog or model specification document for the model number identified below

R.J.

That the bid is accompanied by a copy of the manufacturer's standard warranty as required in the bid specifications

R.J.

That the bid includes the e-verify documentation required by Alabama law

R.J.

That, if awarded the bid, a performance bond will be provided upon request

R.J.

That an option sheet with individual pricing is attached

R.J.

Total Bid Price including options: \$ 38,213.00 29,651 minus options

Equipment Model #: 16' Stampede

Description: 16x62 Stampede

Signature of company representative submitting bid: [Signature]

Title: General Manager

OPTION COST SHEET FOR 16' STEEL DUMP BODY – OPTION B (AUTOMATIC TRANSMISSION)

Tri Axle Option Items

Option Price

Silent Drive or equal lift axle

\$ 4900.⁰⁰/₁₀₀

Four Steel Disc, Ten hole, hub piloted, bud style
22.5x8.25 wheels on lift axle

\$ 570.⁰⁰

Four 11R22.5 recap tires on lift axle

\$ 884.⁰⁰

Other Options

Option Price

High lift tail gate

\$ 928.⁰⁰

Bed body vibrator

\$ 678.⁰⁰

25 ton heavy duty Pintle Hitch

\$ 1250.⁰⁰


Chip Spreader bar mounted

\$ 340.⁰⁰

NOTE: Award will be made on the basis of the total cost of the machine with all options included. However, a county may, at its discretion, deduct one or more of the above-referenced options from the machine, and in such event, the cost of the option as stated on the bid shall be deducted from the total cost of the machine. There shall be no other deductions and no additions made to the machine by the purchasing county or by the vendor.

Equipment Model #: 16' Stampede

Description: 16 X 42 Stampede

Signature of company representative submitting bid: 

Title: General Manager

**BID SPECIFICATIONS
FOR
16' STEEL DUMP BODY
OPTION B (AUTOMATIC TRANSMISSION)**

GENERAL

These specifications shall be construed as the minimum acceptable standards for a 16' Steel Dump Body. Should the manufacturer's current published data or specifications exceed these standards, the manufacturer's standards shall be considered minimum and shall be furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished. Additionally, the machine offered for bid shall include all standard manufacturer's equipment. The 16' Steel Dump Body must be a new current production model.

The use of specific names or numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer, but is intended solely for the purpose of indicating the type, size, and quality of equipment considered best adapted to the uses of counties participating in this joint bid.

BID SUBMITTAL FORM

Each bidder must submit his or her bid on the Bid Submittal Form included in the invitation to bid package. All written warranties to be submitted shall be attached to the Bid Submittal Form.

BID PRICE

The price bid shall include all destination charges, delivery charges, title fees, rebates and all other applicable costs and refunds.

REPLACEMENT PARTS AVAILABILITY

Parts must be available for 5 years or 500,000 miles of use for the piece of equipment bid.

ASSEMBLY AND DELIVERY

The dump body will be purchased for use with a heavy duty dump truck chassis (with Automatic Transmission) bid separately. The dump body company will be responsible for assembly and installation of the dump body and related optional equipment, including the cost of the same. The selling truck chassis dealer will be responsible for delivery of the chassis to the dump body company, for installation and for delivery of the complete dump truck unit to the county following installation, and assembly of the dump body and related options onto the truck chassis. Freight to and from the dump body company will be included in the truck bidder's proposal. Dump body installation and assembly costs will be included in the dump body bidder's proposal.

WARRANTY

Bidders shall submit a copy of the manufacturer's standard warranty.

Yes No
Page# 1-4
or
Attachment

DUMP BODY

Dump body shall meet all federal and state, health and safety regulations and must conform to American National Standard Institute (A.N.S.I.) Regulations (A.N.S.I.Z145) 1975.

Yes No
Page #

Dump body supplier must have their own service and parts facility.

Yes No
Page # _____

Dump body supplier must have a minimum of five (5) years' experience in sales, service and repair of dump bodies.

Yes No
Page # _____

Body must be covered by product liability insurance.

Yes No
Page # _____

GENERAL SPECIFICATIONS AND DIMENSIONS

21 cubic yard capacity; elliptical dump body design with 26 inch radius beginning at body main rails; 16 feet long; 62-inch high sides; 64- inch high tailgate; sides, floor and tail-gate shall be 1/4 inch AR450 Steel; tailgate shall be vertical (NO SLOPE); three (3) panel tailgate design; hoist shall be class 120 hoist with a minimum four (4) active stages and minimum 60,000 pound capacity; direct mount integral pump and P.T.O. combination with air control on the P.T.O.; air tailgate latch control; tailgate Shall be built for future high lift tailgate conversion; tarp with vinyl asphalt type tarp; 42 inch cab shield; eight (8) inch wide schedule 80-pipe push bar asphalt apron across rear of body; 3.5 inch inverted angle on top of sides and top of tailgate; and Metro light kit.

Yes No
Page # 5

TRI AXLE OR HEAVY DUTY DUMP TRUCK CHASSIS OPTIONS

The chassis (with Automatic Transmission) will be used as a tri axle dump or a heavy duty tandem dump. All bids shall include the cost for each of the following options to be selected for a tri axle dump, itemized separately on the bid:

Silent Drive Lift (Pusher) axle (20,000 lb minimum Capacity) or equal. This axle shall be air up and air down with a control valve and regulator located in the cab within reach of the operator.

Yes No
Page # 6-7

Four (4) steel disc, ten (10) hole, hub piloted, bud style 22.5x8.25, wheels on lift axle.

Yes No
Page # _____

Four 11R22.5 recap tires on lift axle.

Yes No
Page # Ex Brochure

OTHER OPTIONS

Bid must include the cost for each of the following options, itemized separately on the bid:

High lift tail gate

Yes No
Page # Ex Brochure

Bed body vibrator

Yes No
Page # _____

25 ton heavy duty Pintle Hitch, swivel type, spring loaded, with safety chain rings, six (6) prong trailer light socket and air brakes hookup. Mounted 26 inches from ground with truck empty.

Yes No
Page # 9

Chip spreader bar mounted at end of frame.

Yes No
Page # _____

NOTE: Award will be made on the basis of the total cost of the dump body with all options included. However, a county may, at its discretion, deduct one or more of the above-referenced options from the dump body, and in such event, the cost of the options as stated on the bid shall be deducted from the total cost of the dump body. There shall be no other deductions and no additions made to the dump body by the purchasing county or by the vendor.

Cullman County Commission
Cullman, Alabama

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

Date: 3/18/2022

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

Declare Surplus: _____ Transfer to other County Entity _____

Type of Disposal Auction x Scrap _____ Sealed Bid _____

Other: _____

Asset # N/A Property Decal # N/A

Serial # or VIN N/A Tag # N/A

Description 4 ovens (Installed when Jail was Built in 2006)

Reason for disposal: Age/ Repair cost

Department Sheriff

Department Head Signature Matt Jentz, Sheriff

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: ML Date: 3/18/22

**BRYAN
CHEATWOOD**
County Engineer

bchcatwood@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

March 17, 2022

Proposed considerations for upcoming Commission meeting on April 19, 2022.

- Proposed plat Logan West subdivision. A minor subdivision containing 5 Lots located off County Road 844 and County Road 818.



Bid # 1388

Chilton Contractors CULLMAN COUNTY Annual Bid Contract



1. Price per square yard, to pulverize and mix the existing materials as shown in the Proceed Order with Portland cement and water to produce a uniform mixture and then compacting the mixture to serve as a base course for pavement. The contractor shall submit a Job Mix Design no later than 21 Calendar Days after the date of the Proceed Order when required by Purchase Order. Price to include all materials, labor, and equipment required to prepare roadway (including establishing offset reference points of the roadway alignment), distribute cement, water, shape, and compact the mixed materials in compliance with the applicable sections of the ALDOT specifications

Item: 302A-000 Full Depth Reclamation, 8 Inches Thick
(JOB MIX AND DENSITY TESTING REQUIRED)

\$ <u>5.92</u> /Square Yard	10,000-20,000 Square Yards
\$ <u>5.09</u> /Square Yard	20,001-30,000 Square Yards
\$ <u>4.14</u> /Square Yard	30,001-40,000 Square Yards
\$ <u>4.12</u> /Square Yard	40,001-50,000 Square Yards
\$ <u>4.02</u> /Square Yard	50,001 Square Yards and above

Purchase Orders not requiring job mix formulas will be based on a cement rate range of 25 lbs./Square Yard to 40 lbs./Square Yard and quality control/quality assurance will be based on a proof roll using a loaded tandem dump truck provided by the contractor and inspected by representative from the Cullman County Engineer's Office and the successful Bidder.

Item: 302A-000 Full Depth Reclamation, 8 Inches Thick
(JOB MIX FORMULA NOT REQUIRED, Visual Inspection of Soil/Base, Proof Roll used for QC/QA)

\$ <u>4.76</u> /Square Yard	10,000-20,000 Square Yards
\$ <u>4.43</u> /Square Yard	20,001-30,000 Square Yards
\$ <u>3.63</u> /Square Yard	30,001-40,000 Square Yards
\$ <u>3.65</u> /Square Yard	40,001-50,000 Square Yards
\$ <u>3.66</u> /Square Yard	50,001 Square Yards and above

2. Price per ton, to provide Portland Cement for Full Depth Reclamation. Price to include transporting and spreading in compliance with the applicable sections of the ALDOT specifications.

Item: 302B-000	<u>Portland Cement for Full Depth Reclamation</u>
\$ <u>237.00</u> /Ton	100-300 Tons
\$ <u>237.00</u> /Ton	301-500 Tons
\$ <u>237.00</u> /Ton	501-700 Tons
\$ <u>237.00</u> /Ton	701-900 Tons
\$ <u>237.00</u> /Ton	901 Tons and above

3. Price per square yard, to place a bituminous surface treatment on an existing FDR surface. Price to include all materials, labor, and equipment required to clean and prepare roadway, haul, spread, and sand the bituminous treatment in place in compliance with the applicable sections of the ALDOT specifications.

Item: 401A-000	<u>Bituminous Treatment A</u>
\$ <u>2.13</u> /Square Yard	10,000-20,000 Square Yards
\$ <u>1.92</u> /Square Yard	20,001-30,000 Square Yards
\$ <u>1.78</u> /Square Yard	30,001-40,000 Square Yards
\$ <u>1.74</u> /Square Yard	40,001-50,000 Square Yards
\$ <u>1.73</u> /Square Yard	50,001 Square Yards and above

Bidder's Initials: AC



CULLMAN COUNTY Annual Bid Contract



1. Price per square yard, to pulverize and mix the existing materials as shown in the Proceed Order with Portland cement and water to produce a uniform mixture and then compacting the mixture to serve as a base course for pavement. The contractor shall submit a Job Mix Design no later than 21 Calendar Days after the date of the Proceed Order when required by Purchase Order. Price to include all materials, labor, and equipment required to prepare roadway (including establishing offset reference points of the roadway alignment), distribute cement, water, shape, and compact the mixed materials in compliance with the applicable sections of the ALDOT specifications

Item: 302A-000 Full Depth Reclamation, 8 Inches Thick

(JOB MIX AND DENSITY TESTING REQUIRED)

\$ <u>10.37</u> /Square Yard	10,000-20,000 Square Yards
\$ <u>8.56</u> /Square Yard	20,001-30,000 Square Yards
\$ <u>7.91</u> /Square Yard	30,001-40,000 Square Yards
\$ <u>7.01</u> /Square Yard	40,001-50,000 Square Yards
\$ <u>6.81</u> /Square Yard	50,001 Square Yards and above

Purchase Orders not requiring job mix formulas will be based on a cement rate range of 25 lbs./Square Yard to 40 lbs./Square Yard and quality control/quality assurance will be based on a proof roll using a loaded tandem dump truck provided by the contractor and inspected by representative from the Cullman County Engineer's Office and the successful Bidder.

Item: 302A-000 Full Depth Reclamation, 8 Inches Thick

(JOB MIX FORMULA NOT REQUIRED, Visual Inspection of Soil/Base, Proof Roll used for QC/QA)

\$ 9.67 /Square Yard	10,000-20,000 Square Yards
\$ <u>8.01</u> /Square Yard	20,001-30,000 Square Yards
\$ <u>7.26</u> /Square Yard	30,001-40,000 Square Yards
\$ <u>6.46</u> /Square Yard	40,001-50,000 Square Yards
\$ <u>6.35</u> /Square Yard	50,001 Square Yards and above

2. Price per ton, to provide Portland Cement for Full Depth Reclamation. Price to include transporting and spreading in compliance with the applicable sections of the ALDOT specifications.

Item: 302B-000 Portland Cement for Full Depth Reclamation

\$ <u>240.00</u> /Ton	100-300 Tons
\$ <u>240.00</u> /Ton	301-500 Tons
\$ <u>240.00</u> /Ton	501-700 Tons
\$ <u>240.00</u> /Ton	701-900 Tons
\$ <u>240.00</u> /Ton	901 Tons and above

3. Price per square yard, to place a bituminous surface treatment on an existing FDR surface. Price to include all materials, labor, and equipment required to clean and prepare roadway, haul, spread, and sand the bituminous treatment in place in compliance with the applicable sections of the ALDOT specifications.

Item: 401A-000 Bituminous Treatment A

\$ <u>2.50</u> /Square Yard	10,000-20,000 Square Yards
\$ <u>2.40</u> /Square Yard	20,001-30,000 Square Yards
\$ <u>2.20</u> /Square Yard	30,001-40,000 Square Yards
\$ <u>2.20</u> /Square Yard	40,001-50,000 Square Yards
\$ <u>2.20</u> /Square Yard	50,001 Square Yards and above

3L
\$ 9.67

Bidder's Initials: BL



Road work

CULLMAN COUNTY Annual Bid Contract



1. Price per square yard, to pulverize and mix the existing materials as shown in the Proceed Order with Portland cement and water to produce a uniform mixture and then compacting the mixture to serve as a base course for pavement. The contractor shall submit a Job Mix Design no later than 21 Calendar Days after the date of the Proceed Order when required by Purchase Order. Price to include all materials, labor, and equipment required to prepare roadway (including establishing offset reference points of the roadway alignment), distribute cement, water, shape, and compact the mixed materials in compliance with the applicable sections of the ALDOT specifications

Item: 302A-000 Full Depth Reclamation, 8 Inches Thick
(JOB MIX AND DENSITY TESTING REQUIRED)

\$ <u>9.23</u> /Square Yard	10,000-20,000 Square Yards
\$ <u>8.30</u> /Square Yard	20,001-30,000 Square Yards
\$ <u>7.50</u> /Square Yard	30,001-40,000 Square Yards
\$ <u>7.03</u> /Square Yard	40,001-50,000 Square Yards
\$ <u>6.43</u> /Square Yard	50,001 Square Yards and above

Purchase Orders not requiring job mix formulas will be based on a cement rate range of 25 lbs./Square Yard to 40 lbs./Square Yard and quality control/quality assurance will be based on a proof roll using a loaded tandem dump truck provided by the contractor and inspected by representative from the Cullman County Engineer's Office and the successful Bidder.

Item: 302A-000 Full Depth Reclamation, 8 Inches Thick
(JOB MIX FORMULA NOT REQUIRED, Visual Inspection of Soil/Base, Proof Roll used for QC/QA)

\$ <u>8.34</u> /Square Yard	10,000-20,000 Square Yards
\$ <u>7.62</u> /Square Yard	20,001-30,000 Square Yards
\$ <u>6.92</u> /Square Yard	30,001-40,000 Square Yards
\$ <u>6.52</u> /Square Yard	40,001-50,000 Square Yards
\$ <u>5.90</u> /Square Yard	50,001 Square Yards and above

2. Price per ton, to provide Portland Cement for Full Depth Reclamation. Price to include transporting and spreading in compliance with the applicable sections of the ALDOT specifications.

Item: 302B-000 Portland Cement for Full Depth Reclamation

\$ <u>228.00</u> /Ton	100-300 Tons
\$ <u>228.00</u> /Ton	301-500 Tons
\$ <u>228.00</u> /Ton	501-700 Tons
\$ <u>228.00</u> /Ton	701-900 Tons
\$ <u>228.00</u> /Ton	901 Tons and above

3. Price per square yard, to place a bituminous surface treatment on an existing FDR surface. Price to include all materials, labor, and equipment required to clean and prepare roadway, haul, spread, and sand the bituminous treatment in place in compliance with the applicable sections of the ALDOT specifications.

Item: 401A-000 Bituminous Treatment A

\$ <u>3.95</u> /Square Yard	10,000-20,000 Square Yards
\$ <u>3.95</u> /Square Yard	20,001-30,000 Square Yards
\$ <u>3.95</u> /Square Yard	30,001-40,000 Square Yards
\$ <u>3.95</u> /Square Yard	40,001-50,000 Square Yards
\$ <u>3.95</u> /Square Yard	50,001 Square Yards and above

Bidder's Initials: AK

Bid 1389

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

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

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

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

COMPETITIVE BID LAW COMPLIANCE

All bids must conform with the requirements of the competitive Bid Law Act No. 217 of the Special Session of the 1967 Alabama Legislature and subsequent acts concerning competitive bidding on contracts for State and Local Agencies through Act No. 95-630

VULCAN MATERIALS
ASPHALT + CONSTRUCTION, LLC
Company

(256) 547-6386
Phone/Fax

COLLUMA@VMCMAIL.COM
Email Address

P.O. Box 1890
Mailing Address

ANDY JONES
Representative (Please Print)

GADSDEN, AL 35902


Representative Signature

BID PROPOSAL

ITEM

BID PRICE
F.O.B. QUARRY

Recycled Asphalt Pavement (RAP Millings)
\$ 21.98 price per ton

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

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

Bid # 1390

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

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BID PROPOSAL FOR HAULING COMMERICAL AGGREGATE AND OTHER MATERIAL

BID PRICE FOR HAULING PER TON & LOOSE TRUCK BED MEASURE(YD³)
YD³ WILL BASED ON BED MANUFACURERS I.D. PLATES

Miles Round Trip:

<u>0-25</u>	<u>25-50</u>	<u>50-75</u>	<u>75-100</u>
\$ <u>6.50</u> per ton	\$ <u>8.50</u> per ton	\$ <u>11.00</u> per ton	\$ <u>13.00</u> per ton
\$ <u>6.75</u> per yd ³	\$ <u>10.25</u> per yd ³	\$ <u>13.00</u> per yd ³	\$ <u>15.00</u> per yd ³

BID PROPOSAL FOR HAULING COMMERICAL ASPHALT MATERIAL PER TON

\$ <u>8.50</u> per ton	\$ <u>10.50</u> per ton	\$ <u>13.00</u> per ton	\$ <u>15.00</u> per ton
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CARCEL and G LLC

Company

256-338-7887

Phone/Fax

31 County Road 246 Hanceville AL

Mailing Address

Phillip E. Ray Sr.

Representative

phillip.ray@carcelandg.com
Email Address

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

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BID PROPOSAL FOR HAULING COMMERCIAL AGGREGATE AND OTHER MATERIAL

**BID PRICE FOR HAULING PER TON & LOOSE TRUCK BED MEASURE(YD³)
YD³ WILL BE BASED ON BED MANUFACTURERS I.D. PLATES**

Miles Round Trip:

<u>0-25</u>	<u>25-50</u>	<u>50-75</u>	<u>75-100</u>
\$ <u>No Bid</u> per ton	\$ <u>No Bid</u> per ton	\$ <u>No Bid</u> per ton	\$ <u>No Bid</u> per ton
\$ <u>No Bid</u> per yd ³	\$ <u>No Bid</u> per yd ³	\$ <u>No Bid</u> per yd ³	\$ <u>No Bid</u> per yd ³
\$ <u>105.00</u> PER HOUR			

BID PROPOSAL FOR HAULING COMMERCIAL ASPHALT MATERIAL PER TON

\$ <u>No Bid</u> per ton	\$ <u>No Bid</u> per ton	\$ <u>No Bid</u> per ton	\$ <u>No Bid</u> per ton
\$ <u>105.00</u> PER HOUR			

Wiregrass Construction Co, Inc.
Company

(256) 533-4727
Phone/Fax

PO Box 3040
Mailing Address

Tim Cargle
Representative

Huntsville, AL 35810

Bid # 1391

**BID SCHEDULE
STRUCTURAL STEEL**

Steel shapes	lb/ft	total length	\$
8" C - Channel	11.5	700	7000.00
10" C - Channel	15.3	300	4379.00
12" C - Channel	20.7	300	6110.00
4" x 4" Angle Steel	8.2	300	2244.00

Sheets

B composite floor Decking sheets 1.5" deep	22 gauge	100	46,000.00
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(100 sheets 3' x 26' galvanized)

All Structural Steel shall be A36 or greater.

Quantities are minimum estimated amounts. Compensation will be for actual quantities specified in purchase order.

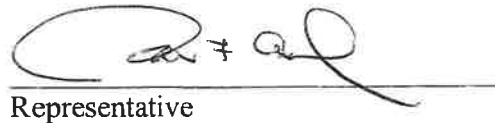
Total Quote \$65,733.00

Apel Machine & Supply Co, Inc.
Company

256-734-2032/ 256-737-0673
Phone/Fax

Email: jfa@apelmachine.com

P.O. Box 2010 Cullman, AL, 35056-2010
Mailing Address


Representative

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

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

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Bid # 139

**BID SCHEDULE
STRUCTURAL STEEL**

Steel shapes	lb/ft	total length	\$
8" C - Channel	11.5	700	6411.83
10" C - Channel	15.3	300	5386.96
12" C - Channel	20.7	300	6118.71
4" x 4" Angle Steel	8.2	300	2000.03

		Sheets	
B composite floor Decking sheets 1.5" deep	22 gauge	100	44,374 ⁰⁰

Painted x 26' Long

All Structural Steel shall be A36 or greater.

Quantities are minimum estimated amounts. Compensation will be for actual quantities specified in purchase order.

Shelton Steel, Inc.

Company

205-466-7675

Phone/Fax

2012 Booker Branch Rd.
Horton, AL 35920

Mailing Address

Kevin Stutz / President

Representative

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STATE OF ALABAMA

CULLMAN COUNTY

LEASE OF REAL ESTATE

This Lease is made and entered into by and between CULLMAN COUNTY COMMISSION referred to as "LESSOR", and Victim Services of Cullman, Inc. referred to as "LESSEE" on this 19th day of April, 2022.

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

Property and Building:
310 3rd Ave NE
Cullman 35055

Lessor covenants and agrees that Lessee, keeping the covenants, conditions and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the leased property during the term of this lease without hindrance, or molestation of Lessor or any person claiming under Lessor. The Lessor has determined that such housing and shelter serves a public purpose and as such has waived the payment of rental fees.

ARTICLE 2. This lease shall be for a term of ten (10) years beginning on April 19, 2022, and end on April 18, 2032. Lessee may renew this lease for up to three additional one year terms upon written consent of the Lessor. Thirty days prior to the expiration of the original term the Lessor shall request in writing for the additional one year option and the same shall apply for any extension.

ARTICLE 3. If Lessee shall hold over, after the expiration of this lease term, or any extension thereof, such tenancy shall be on a month-to-month basis under all other terms, covenants, and conditions of this Lease.

ARTICLE 4. Lessee agrees to be responsible for the following:

Lessor agrees to pay all assessments, including street improvement liens, if any, and Lessee agrees to pay all property taxes on personal property located on the leased land, levied or assessed upon or against the leased land during the lease term or any extension thereof.

Lessee shall pay or cause to be paid all charges of water, heat, gas, electricity, sewage, and any and all other utilities used upon the leased premises throughout the term of this lease,

including any connection fees. Lessee to pay for any and all repairs and for the maintenance of the structures and improvements of said property including routine cleaning. All maintenance shall be performed by an approved contractor. Regular inspections regarding maintenance and upkeep of the building shall be performed and a preventative maintenance report shall be prepared and provided. In the event that Lessee does not maintain the building the Lessor can perform the maintenance work and bill the Lessee for the work performed. Annually the Lessor shall tour the facility with approved contractors who maintain the systems to receive firsthand status reports regarding the condition of these systems and recommended maintenance going forward that is suggested.

ARTICLE 5. Lessee shall have the right to use the leased land for emergency shelter. Lessee shall have the right to make improvements that it deems appropriate to conduct its business. All permanently affixed improvements shall be considered a fixture and shall remain at the termination of the lease term.

ARTICLE 6. Lessor shall maintain insurance on the building structure.

ARTICLE 7. Lessee shall not sublease all or any portion of the leased land or building.


ARTICLE 8. Unless otherwise mutually agreed by the parties, within ten (10) days after termination of the lease terms, Lessee agrees to redeliver possession of the above described property to Lessor in substantially the same condition including any improvements and fixtures with reasonable wear and tear expected.

ARTICLE 9. Lessor shall not be liable for any loss or expense arising or resulting from claims upon the Lessee or against the leased premises by way of any mechanic's lien or furnisher's lien for work done at Lessee's direction or under Lessee's supervision; nor shall Lessor be in any way liable or responsible for damages on account of injury to persons or property suffered or alleged to have been suffered by any person or by his property which such person or property is, during the terms of this lease, within the demised premises. Lessee hereby agrees to pay or discharge or successfully defend against any and all such claims, liens or demands. The foregoing disclaimer or liability by Lessor and express assumption of liability by Lessee shall apply to any and all claims, liens, and demands arising from or growing out of the use and occupation of the demised premises and the activities within such premises carried on by Lessee.

ARTICLE 10. Failure by Lessee to abide by any of the provisions of this lease shall, at the election of the Lessor, be considered a default of this agreement. Upon default, the Lessor shall have the right to re-enter and take possession of the premises and all monies due and owing under the terms of this lease shall become due and payable. The Lessee shall be liable for all costs occasioned by said default, including, but not limited to attorney's fees and court costs. Any and all disputes regarding interpretation or enforcement of this agreement shall be heard in the state courts of Cullman County, Alabama.

ARTICLE 11. The entire contract between the parties is contained in this instrument, which shall be binding upon and inure to the benefit of all the parties, their heirs, personal representatives, successors and assigns, and whenever the word "Lessor" is used, it shall be construed to include the heirs, successor and assigns or Lessor, and the plural as well and the singular, and the word "Lessee" shall be construed to include the successors of Lessee.

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


Attest


Witness

Cullman County Commission, Lessor


Jeff Clemons, Chairman


Lessee

January 10, 2022

Chairman
Cullman County Commission

Dear Chairman

Enclosed you will find the Reversionary Agreement for the 2021 John Deere 550K with Blade & Plow, Vin: 1TO550KKKMF411809 you purchased for use by the Cullman County office of the Alabama Forestry Commission. Please sign the document and return original to the address listed below. Retain a copy for your records.

Sincerely,

Joshua Prophett
Property Manager
PO Box 302550
Montgomery, AL 36130-2550

Encl: Reversionary Agreement
County Commission cover letter

January 10, 2022

Memorandum

To: County Manager

From: Joshua Prophett, Property Manager

Subj: Donation of Crawler with Blade & Plow to the Alabama Forestry Commission

As requested by you, I have enclosed the reversionary agreement and a memo to the Cullman County Commission requesting their signature. Please ensure this and all associated paperwork is returned to me. When received, I will obtain the State Foresters signature and return a signed copy to you for their records.

Follow up with the Cullman County Commission to ensure the title (if available) is forwarded to us when received by them. Obtain the necessary signatures on the reverse of the title prior to forwarding the title to this office and I will make application to title it in our name.

The title will be held at this office with all the other paperwork concerning this donation.

Encl: County Commission Cover letter
Reversionary Agreement

REVERSIONARY AGREEMENT

STATE OF ALABAMA
CULLMAN COUNTY

THIS AGREEMENT made and entered into this 10th day of January 2021, by and between the CULLMAN COUNTY COMMISSION, hereinafter referred to as "COUNTY" and the ALABAMA FORESTRY COMMISSION, an agency of the State of Alabama, hereinafter referred to as "STATE".

WITNESSETH:

WHEREAS, it is of vital importance to the Cullman County Commission to work closely with the Alabama Forestry Commission for the total benefit of all citizens of Alabama; and

A. The COUNTY agrees:

- 1. To purchase and make available to the STATE the following described equipment in accordance with the terms set forth in this Agreement:

(1) 2021 John Deere 550K with Blade & Plow, Vin: 1TO550KKKMF411809

B. The STATE agrees:

- 1. To respond with said equipment, adequately manned, to fire calls within Cullman County when requested to do so, local conditions permitting;
- 2. To equip, maintain in a high state of readiness, house in a suitable manner, and operate said equipment at no cost to the County;
- 3. To retain liability coverage for the employees operating the equipment.

C. The PARTIES mutually agree:

- 1. Title to the equipment shall remain in the STATE;
- 2. The equipment shall use a State license tag;
- 3. The equipment may not be sold, junked or traded, but must be returned to the COUNTY for final disposition;
- 4. Title to all accessories, tools, and other improvements, which may be added to the equipment by the STATE shall remain with the STATE which shall have the right to remove said improvements prior to returning the equipment to the COUNTY;
- 5. No employee of the STATE or any other person enlisted by the STATE to man said equipment shall, for the purpose of Workmen's Compensation Insurance, be considered an agent, servant, or employee of the COUNTY; nor shall any employee of the STATE who mans, maintains, or operates said equipment be deemed an agent, servant or employee of the COUNTY for any other purpose; and the COUNTY shall be indemnified and held harmless by the STATE from any and all claims arising from the use, operation, or maintenance of said equipment;
- 6. This agreement shall not supersede any prior agreement between the parties for the coordinated protection of uncontrolled fire on any forest lands within the county;
- 7. This agreement shall be effective from the date first appearing above and shall continue in force from year to year, unless terminated by either party by giving thirty (30) days written notice to the other parties.

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

WITNESS:

Albert W. Mayo

Cullman County Commission:

Jim [Signature], Chairman

WITNESS:

John Pophitt

ALABAMA FORESTRY COMMISSION:

[Signature]
Rick Oates, State Forester