Parks & Rec

CONGRATULATIONS ON YOUR RETIREMENT

Doug Davenport

May the blessings of good health, the joy of good friends, a loving family and the contentment of a job well done fill your life with happiness!

Best wishes form all your colleagues and friends at

CULLMAN COUNTY COMMISSION

Jeff Clemons, Chairman

Kerry Watson, Associate Commissioner – Place 1

Garry Marchman, Associate Commissioner – Place 2

Kelly Duke, Associate Commissioner – Place 3

Corey Freeman, Associate Commissioner – Place 4

October 1999 – May 2024

Sale's Tax Office

CONGRATULATIONS ON YOUR RETIREMENT

Sharon Davenport

May the blessings of good health, the joy of good friends, a loving family and the contentment of a job well done fill your life with happiness!

Best wishes form all your colleagues and friends at

CULLMAN COUNTY COMMISSION

Jeff Clemons, Chairman

Kerry Watson, Associate Commissioner – Place 1

Garry Marchman, Associate Commissioner – Place 2

Kelly Duke, Associate Commissioner – Place 3

Corey Freeman, Associate Commissioner – Place 4

November 2001 – May 2024

RESOLUTION 2024-51
TO APPROVE A TAX ABATEMENT FOR REHAU AUTOMOTIVE, LLC

This Resolution is made this 8th day of **April , 2024** (the Effective Date) by the **City of Cullman, Alabama** (the Granting Authority), to grant a tax abatement for **Project Canton** (the Company).

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

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., **Code of Alabama 1975**) (the Act), the Company has requested from the Granting Authority an Abatement of all state and local noneducational ad valorem taxes, and all construction related transaction taxes, except those construction related transaction; and

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

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

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

WHEREAS, the construction of the project will involve capital investment of **$10,000,000** ; and

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

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

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

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

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

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

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

I hereby certify that the foregoing was duly adopted by the **City of Cullman, Alabama** of Alabama at a meeting held on the 8th day of **April , 2024.**

BY: _____ L. S.
Its: Mayor

ATTEST:

Wesley A. Moore

TAX ABATEMENT FOR REHAU AUTOMOTIVE, LLC

This agreement is made this **8th** day of **April, 2024**, (the Effective Date) by and between the **City of Cullman, Alabama** (the Granting Authority),and **REHAU Automotive, L.L.C.** (the Company), its successors and assigns.

WHEREAS, the Company's North American Industry Classification System Code 336399, 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 major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and

WHEREAS, the Project is estimated to be completed by **15th** day of **July, 2024**; and

WHEREAS, the Project will be located in the County of **CULLMAN** inside the city limits of **THE CITY OF CULLMAN** inside the police jurisdiction of **THE CITY OF CULLMAN**; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., **Code of Alabama 1975**) (the Act), the Company has requested from the Granting Authority an Abatement of all state and local noneducational ad valorem taxes, all construction related transaction taxes, except those construction related transaction 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 **8th** day of **April, 2024** (the Meeting), the Granting Authority approved the Company's application for abatement of all state and local noneducational ad valorem taxes, all construction related transaction taxes, except those construction related transaction 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 owned by the entity applying for the abatement; and

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

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

WHEREAS, for the purposes of abatement of all noneducational ad valorem taxes (if applicable), it has been determined that no portion of the Project has been placed in service or operation by the Company 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 (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;

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 lessor amount depending upon the actual amount of such taxes levied during the abatement period as stated. (Check all that apply)

X (a) If no bonds are to be issued, noneducational ad valorem taxes are expected to be approximately **$36,000** 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.

X (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 **$213,300** 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: **$ 10,000,000;**

(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 all state and local noneducational ad valorem taxes, all construction related transaction taxes, except those construction related transaction taxes.

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.

REHAU Automotive, L.L.C.
(the Company)

By: _____

Name: Dieter Wiedmann

Title: Plant Manager

Date: April 8 , 2024

City of Cullman
(the Granting Authority)

By: _____

Name: Woody Jacobs

Title: Mayor

Date: April 8, 2024

Project Canton
Abatement & Educational Tax Revenue Estimate
April 8, 2023

	Investment
Land&Building	$0
Equipment & Machinery	$10,000,000
Total Project	**$10,000,000**
Sales Education Tax Revenues on Construction Materials	
Total Plant Building Cost	$0
Estimated Ratio of Cost of Materials	0.5
Cost of Materials	$0
Education Sales Tax Rate = 2.1%	0.021
Total Construction Sales Education Tax Revenues	$0
Percentage of Sales Tax Abated = 6.9%	0.069
Total Abated Sales Tax	$0
Sales & Use Education Tax Revenues On Equipment	
Total Equipment	$10,000,000
Education Use Tax Rate = 1.37%	0.0137
Total Sales Education Tax Revenues, Equipment	$137,000
Percentage of Use Tax Abated = 2.13%	0.02133
Total Abated Use Tax	$213,300
Ad Valorem Education Tax Revenues	
Value of Project	$10,000,000
Current Ratio of Assessed to Market Value	0.2
Tax Rate On Proposed Site	$2,000,000
Education Millage Rate for the City of Cullman = 20.5 unabateable	0.0205
Annual Ad Valorem Education Tax Revenues	$41,000
Ten Year Period	10
Total Ad Valorem Education Tax Revenues	$410,000
Abated Millage Rate = 18 Mills Abated	0.018
Annual Abated Ad Valorem Taxes	$36,000
Total Ad Valorem Abated Tax Revenues	$360,000
Totals	
Sales/Use Tax, Construction Materials	$0
Sales/Use Tax, Equipment	$137,000
Ad Valorem Taxes	$410,000
Total Education Tax Revenues Over 10 Years	$547,000
Total Abated Sales Tax	$0
Total Abated Use Tax	$213,300
Total Ad Valorem Abated Tax Revenues	$360,000
Total Taxes Abated over 10 Year Period	$573,300

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

Cullman County Commission

Proclamation

2024 World Elder Abuse Awareness Day Proclamation

WHEREAS, older adults deserve to be treated with respect and dignity to enable them to serve as leaders, mentors, volunteers and vital participating members of our communities;

WHEREAS, in 2006, the International Network for the Prevention of Elder Abuse, in support of the United Nations International Plan of Action, proclaimed a day to recognize the significance of elder abuse as a public health and human rights issue; and

WHEREAS, Cullman County DHR, Cullman County Commission on Aging and the Cullman County Commission recognize the importance of taking action to raise awareness to prevent and address elder abuse; and

WHEREAS, ageism and social isolation are major instances of elder abuse in the United States, we recognize that it is up to each of us to ensure the proper social structures exist, to retain community and societal connections, therefore reducing the likelihood of abuse; and

WHEREAS, preventing abuse of older adults through maintaining and improving social support systems such as senior centers, human services and transportation which will allow everyone to continue to live as independently as possible and contribute to the life and vibrancy of our communities; and

WHEREAS, Cullman County DHR, Cullman County Commission on Aging and the Cullman County Commission urge all people to restore justice by honoring older adults, because where there is justice, there can be no abuse.

NOW THEREFORE, the Cullman County Commission does hereby proclaim June 15, 2024, as World Elder Abuse Awareness Day in Cullman County and encourages all of our communities to recognize and celebrate older adults and their ongoing contributions to the success and vitality of our county.

Presented this the 21st day of May, 2024

Jeff Clemons
Chairman

Kerry Watson
District 1

Garry Marchman
District 2

Corey Freeman
District 4

Kelly Duke
District 3

State of Alabama
Cullman County

RESOLUTION NO. - 2024- 22

WHEREAS, the Cullman County Commission on the basis of an engineering and traffic investigation determines that the maximum speed permitted under Article 8, Title 32, Chapter 5A, Code of Alabama, 1975 for the County Road 1421 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 1421 is set at 25 miles per hour at all times and no person shall operate a motor vehicle in excess of 25 miles per hour on said County Road 1421;

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

ADOPTED this the 21st day of May 2024.

JEFF CLEMONS, CHAIRMAN

GARRY MARCHMAN
COMMISSIONER

ATTEST:

COUNTY CLERK

KERRY WATSON
COMMISSIONER

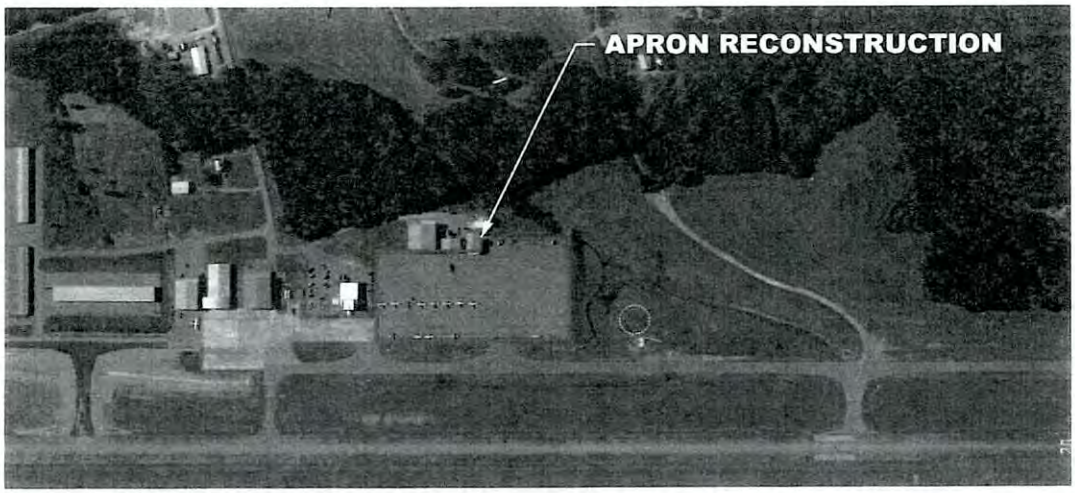
KELLY DUKE
COMMISSIONER

COREY FREEMAN
COMMISSIONER

Task Order No. 3
SCOPE OF PROFESSIONAL SERVICES
at the
CULLMAN REGIONAL AIRPORT
for the
APRON RECONSTRUCION PROJECT

Goodwyn Mills Cawood, LLC (ENGINEER) will provide professional services for the following PROJECT at the Cullman Regional Airport under the Master Agreement between the City of Cullman, Alabama and Cullman County, Alabama (OWNER) and the ENGINEER dated, June 6, 2022:

GENERAL AVIATION APRON RECONSTRUCTION (PROJECT). This PROJECT shall consist of project & grant development and design services for the reconstruction of the general aviation apron. The existing asphalt pavement is approximately 380' x 710' and used for refueling, tie downs and serves several hangars located adjacent to the apron. The anticipated value of construction cost for the PROJECT is approximately $4,100,000. A portion of the funding is expected to be provided by federal and state grants in 2024.



The proposed construction improvements include:

1. Pavement Demolition
2. Asphalt and Concrete Pavement
3. Drainage Improvements
4. Markings
5. Aircraft Tie Downs
6. Grassing

Work Tasks for the ENGINEER on this PROJECT include:

1. Project & Grant Development Services (Task 1) – Basic Services
2. Design Services (Task 2) – Basic Services
3. Topographic Survey Services (Task 4) – Additional Services
4. Geotechnical Services (Task 6) – Additional Services

Professional service elements within each work task include the following:

PROJECT & GRANT DEVELOPMENT SERVICES (TASK 1)

Project and Grant Coordination. Consult with the OWNER, Federal Aviation Administration (FAA) and the Alabama Department of Transportation – Aeronautics Bureau (ALDOT) to request funding and support of the PROJECT as well as to clarify and define the initial requirements and preliminary scope of the PROEJCT. Additionally, the ENGINEER will work with the ALDOT and the FAA on PROJECT scheduling, phasing of funding necessary to complete the PROJECT and attend and coordinate other pertinent matters with funding and agency negotiation. ENGINEER will prepare and distribute various monthly, quarterly, and yearly reports required by the FAA and the ALDOT for PROJECT such as DBE compliance reports, yearly audits, end of year FAA reports, and FAA quarterly reports. ENGINEER will provide additional miscellaneous project administration and coordination duties which are not specifically addressed or anticipated in other project related tasks including telephone and video conferences with the OWNER, the ALDOT, the FAA, and other interested parties; disseminating interim project information to the OWNER, the ALDOT, the FAA, and other interested parties; and organizing, maintaining, and archiving the project records for three (3) years.

Project Site Visits. Based upon the complexity of the PROJECT, ENGINEER will conduct initial site visit(s) and meet with the OWNER to visually inspect and quantify extent of the PROJECT to evaluate and define the limits of PROJECT

Airport Board Meetings. Based upon the complexity of the PROJECT, ENGINEER will attend OWNER meetings (Board/Authority Meetings, City Council Meetings, etc.) to update and inform all interested parties as to the PROJECT and preliminary discussions/negotiations with the ALDOT and the FAA.

Review/Update DBE Goal. ENGINEER will review and ensure the OWNER has an approved, updated DBE Plan and Goal for the PROJECT and discuss with OWNER any necessary DBE requirements.

Funding Reimbursement Requests. ENGINEER will coordinate with the ALDOT and the FAA all funding requests for Grant reimbursement for all engineering services applicable within the grant assurances. ENGINEER will coordinate all funding reimbursements for any additional resources utilized to which the OWNER is entitled under grant assurances for the PROJECT (i.e. advertisements for bidding, additional administrative costs incurred, etc.).

FAA/ALDOT Grant Pre-Application #1 (AIP). ENGINEER will prepare and develop all grant pre-application materials for federal and state funding under the Bipartisan Infrastructure Law, Airport Infrastructure Grant. Pre-application packet includes compiling all pertinent information for Form SF-424 and the engineering worksheet, providing a written project justification and narrative with site photos, applicable sketch(es) and preliminary estimate(s) of probable construction costs. The ENGINEER will prepare necessary Resolutions for the OWNER and attend necessary meetings to obtain approval for submission of grant pre-application for OWNER.

FAA/ALDOT Grant Application #1 (AIP). ENGINEER will update, prepare and develop all grant application materials for federal and state funding under the Bipartisan Infrastructure Law, Airport Infrastructure Grant. Application packet will be based on the ALDOT Go-Letter sent to the OWNER and based on anticipated funding allocation. This packet will include all pertinent information for

Form SF-424 and the engineering worksheet, an updated written project justification and narrative with site photos, updated sketch(es) based on final construction drawings, the pre-application executed resolution by OWNER, an Engineer's certified bid tabulation based on competitive bids, executed engineering agreement and all applicable ALDOT and/or FAA Sponsor Certifications. Additionally, the ENGINEER will attend all necessary meetings to obtain approval for submission of grant application for the OWNER to the ALDOT and the FAA.

AMPS Submission & Coordination. ENGINEER will coordinate with OWNER and the ALDOT and the FAA to facilitate the proper submission of all grant pre-applications and applications through the ALDOT AMPS portal.

FAA Form 7460-1. ENGINEER will prepare a safety plan in accordance with current FAA AC 150/5370-2 and submit FAA Form 7460-1 Notice of Proposed Construction or Alteration online via the OEAAA portal for the PROJECT. ENGINEER will address and revise the submission, per the FAA comments, in order to procure a final FAA determination for the PROJECT.

Categorical Exclusion Checklist. Based on communication with the FAA, this work is not included in this contract. The FAA will provide a simple written record for the project.

DESIGN SERVICES (TASK 2)

Design Scoping Meeting. The ENGINEER will coordinate and conduct a predesign scoping meeting via teleconference or video conference with representatives from the ENGINEER, the ALDOT, the FAA and the OWNER. This meeting will provide the opportunity to review and discuss the nature and extent of the PROJECT and to establish the PROJECT design criteria, budget, and schedule. The ENGINEER will prepare an agenda and provide any pertinent supporting documentation for the PROJECT components for discussion at the predesign conference. The ENGINEER will send draft meeting minutes out to all participants for review and concurrence. The ENGINEER will revise, if necessary, and document final minutes of meeting for official documentation of scoping criteria.

Contract and IFE Coordination. The ENGINEER will submit and coordinate with an IFE all engineering fees and contract documents for the design and implementation of grant. This includes meetings with the ALDOT, the FAA and OWNER to ensure all parties agree with final engineering task order. Once final agreement is agreed upon, the ENGINEER will attend meeting with OWNER (via board meeting, council meeting, etc.) for final execution of engineering task order.

ENGINEER Site Visit. The ENGINEER will conduct an initial site visit to visually inspect the PROJECT site and meet with OWNER on site regarding PROJECT staging and phasing.

Coordination with Field Tasks. The ENGINEER will retain licensed Land Surveyors, environmental engineers, and other professional resources as needed that provide additional services under this contract. This coordination includes phone calls, emails, PROJECT sketches and property boundaries, OWNER coordination and contacts, written scopes and any other necessary coordination required to obtain and collect data sufficient to prepare the PROJECT plans.

Analyze Collected Data. The ENGINEER will review, evaluate, and collect additional existing data from field resources. Additionally, the ENGINEER will compile data that was prepared for previous

projects at the airport, that is germane to the PROJECT, and that might be useful in the design of the PROJECT. The existing data includes airport master plan, airport Exhibit "A" property plan, engineering drawings, airspace obstruction analyses, aerial photogrammetry data, and aerial photographs. The ENGINEER will review the existing data for accuracy and completeness and to determine the feasibility of utilizing the data to prepare plans and specifications for the design and construction of the PROJECT.

Pavement Section Analysis/Design. Complete pavement section analysis based on data from the OWNER, the current ALP and project criteria defined in the scoping meeting to coordinate with geotechnical engineer and provide recommendations to the OWNER and the ALDOT and the FAA. This includes a cost analysis, strategic bidding procedures and possible pavement section alternatives to provide a basis for competitive bidding. The ENGINEER will utilize the preferred pavement section to continue design and as basis in the Engineers Design report. The ENGINEER will design pavement buildup for concrete pavement and asphalt pavement sections per the FAA AC 150/5320-6E unless otherwise noted within the scoping minutes.

Develop Construction Drawings. The ENGINEER will prepare detailed plans as described within the Plan Sheets in Task 2A. The ENGINEER will prepare the plans based on the locations of pavements, buildings, wetlands, tree lines, pole lines, fences, property lines, aviation easements, rights-of-way and other considerations to sufficiently depict the PROJECT area for construction. The ENGINEER will evaluate the PROJECT work area to identify other necessary incidental improvements that should be included in the PROJECT. The ENGINEER will coordinate the development of the PROJECT plans with the staff of their aviation planning, environmental, geotechnical and construction departments. Construction drawings and schedules will be closely coordinated to endeavor the best possible weather conditions and the least possible interference with airport operations. The ENGINEER will prepare a 50% set of plans for review and a 90% set of plans for review by the OWNER, the FAA and the ALDOT. The ENGINEER will provide a final, complete set of well-defined construction drawings based on all existing and new data collected as well as reviews, coordination and correspondence with OWNER, the FAA and the ALDOT throughout the PROJECT. The construction drawings will include selected bid alternatives, as appropriate, to provide a basis for competitive construction bids.

50% Design Review and Submission. The ENGINEER will distribute the 50% preliminary plans to the OWNER, the ALDOT, and the FAA for review. The ENGINEER will provide the OWNER with one (1) set of printed 50% preliminary plans for review and comments. The ENGINEER will provide the ALDOT and the FAA each with one (1) set of electronic 50% preliminary plans for review and comments. The ENGINEER will further develop the 50% preliminary plans into 90% plans after the review and comment period.

90% Design Review and Submission. Prepare and obtain approval of detailed construction drawings, the project manual, and an updated construction cost estimate all at 90% complete, that show the character and scope of the work to be performed by contractors on the PROJECT. The Engineers Final Design Report will be included in the 90% review for final approval. The ENGINEER will distribute the 90% plan set to the OWNER, the ALDOT, and the FAA for review. The ENGINEER will provide the OWNER with one (1) set of printed 90% plans for review and comments. The ENGINEER will provide

the ALDOT and the FAA each with one (1) set of electronic 90% plans for review and comments. The ENGINEER will further develop the 90% plans into final plans after the review and comment period.

Develop Final Bid Set of Plans and Project Manual. The ENGINEER will conduct in-house quality control and design review meetings with experienced representatives of the ENGINEER. The ENGINEER will provide staff members with the opportunity to perform independent analyses of the final plans and specifications to ensure clarity, accuracy, completeness, and constructability. After these independent reviews, a special in-house project review meeting will be conducted to discuss and consolidate the findings of the reviewers. The recommendations of the design review team will be incorporated into the final plans and specifications. The ENGINEER will distribute the final plans to the OWNER, the ALDOT, and the FAA. The ENGINEER will provide the OWNER and the ALDOT each with one (1) printed set of final plans and project manual. The ENGINEER will provide the FAA with one (1) electronic set of final plans and project manual.

Note: Final Design Plans will be for bid of one construction contract and will be based on the following FAA Advisory Circulars (latest editions):

AC 150/5300-13B Airport Design
AC 150/5320-5D Airport Drainage Design
AC 150/5320-6G Airport Pavement Design and Evaluation
AC 150/5340-1M Standards for Marking Airfield Pavements
AC 150/5340-30 Design and Installation of Airport Visual Aids
AC 150/5370-2G Operational Safety on Airports During Construction
AC 150/5370-10 Standards for Specifying Construction
AC 150/5380-6C Guidelines and Procedures for Maintenance of Airport Pavements

Final Cost Estimate. The ENGINEER will prepare estimates of material quantities and construction costs based on the plans, specifications, and any additional environmental or permitting required for the PROJECT. The final estimate will be included in the tabulation of bids.

Note: The construction cost estimates will reflect the ENGINEER's opinion of probable construction costs and will be based on the ENGINEER's experience with similar recent construction. The ENGINEER has no control over the actual cost of consultant labor and materials or over the competitive bidding and construction market conditions. The ENGINEER cannot guarantee the accuracy of the construction cost estimates when compared to the consultants' construction bids or to the final PROJECT construction cost.

Project Manual – Front End Contract Documents. The ENGINEER will prepare a final Project Manual including the Front-End contract documents and technical specifications based on the final plans. The Front-End contract documents will include: Invitation to Bid, Information for Bidders, Bid Proposal, Schedule of Items, consultant's Qualifications and Certifications, Buy American Requirements, Contract Agreement, Notice to Bidders (Bonding), Bid Bond, Payment Bond, Performance Bond, and Insurance Requirements. The contract documents will include Federal special provisions including: Federal Requirements for Construction Contracts $100,000 and Over, Instructions to Bidders, Certification for Nonsegregated Facilities, Required Assurances, Disadvantaged Business Enterprise Eligibility Requirements, and Federal wage rate requirements for applicable city.

Technical Specifications. The ENGINEER will prepare technical specifications and construction contract documents based on the final plans. The specifications will establish the requirements for the PROJECT in accordance with the current version of and changes to FAA AC 150/5370-10, *Standards for Specifying Construction of Airports*, including general provisions and technical specifications.

ENGINEER's Design Report. The ENGINEER will prepare a design report describing the PROJECT design and any applicable alternatives. The report will be submitted to OWNER and funding agencies for review with 90% plans.

Airport Board/Project Meetings. The ENGINEER will attend and present updates and design information as necessary during the design process as requested by the OWNER. The ENGINEER expects 2 meetings required throughout the design.

Pavement Classification Number Analysis. The ENGINEER will analyze data collected during the design and based on pavement design for PROJECT to conclude and document the Pavement Classification Number (PCN) for the FAA, the ALDOT and OWNER information.

TOPOGRAPHIC SURVEY SERVICES (TASK 3)

- Field survey to provide one-foot contour intervals within the PROJECT limits.
- The survey will field locate all planimetric and topographic features within the limits of the survey area.
- Control points within the limits of the PROJECT for horizontal and vertical control.

GEOTECHNICAL SERVICES (TASK 4)

- Soils and Material Investigations, laboratory testing of soils and materials, CBR determination and related analyses and recommendations.
- Ground water will be measured and recorded at each boring.
- Sample collection and testing will be per American Society for Testing and Materials (ASTM) procedures.

The following items are not included in this task order:

- Basic Services fees associated with changes to the agreed upon scope in the scoping meeting with the ENGINEER, the OWNER, the ALDOT and the FAA.
- Structural, mechanical or architectural design services.
- Bidding services
- Construction Administration Services
- Construction Inspection Services
- Environmental Services
- Agency fees required for OWNER to obtain permits to complete the PROJECT will be paid by the OWNER.

The total cost of this Task Order, including Lump Sum and Estimated Fees is $250,110

SCHEDULE OF FEES	FEE	
Project & Grant Development Services (Task 1)	$ 11,381	Lump Sum
Design Services (Task 2)	$208,463	Lump Sum
Topographic Survey Services (Task 3)	$ 11,543	Lump Sum
Geotechnical Services (Task 4)	$ 18,723	Lump Sum
Total Professional Services Fee:	$ 250,110	

IN WITNESS WHEREOF the parties hereto have made and executed this Task Order.

OWNER

Name: City of Cullman

Address: 204 2nd Avenue NE
Cullman, AL 35055

By: _____
Signature

Woody Jacobs
Name

Mayor
Title

OWNER

Name: Cullman County

Address: 500 2nd Ave SW
Cullman, AL 35055

By: _____
Signature

Jeff Clemons
Name

Commission Chairman
Title

ENGINEER

Name: Goodwyn Mills Cawood, LLC

Address: 2660 East Chase Lane
Montgomery, AL 36117

By: _____
Signature

Natalie Hobbs
Name

Project Manager
Title

GMC

CULLMAN REGIONAL AIRPORT
CULLMAN, ALABAMA

APRON RECONSTRUCTION

SCHEDULE OF FEES

Project Funding:	Airport Improvement Program (AIP)
Date:	6/26/2024
GMC Job No.	TBHM230017

GOODWYN MILLS CAWOOD LLC 2660 Eastchase Lane, Suite 200, Montgomery, AL 36117

CULLMAN REGIONAL AIRPORT
CULLMAN, ALABAMA
APRON RECONSTRUCTION
June 26, 2024

GMC

June 26, 2024

GMC Job No. TBHM230017

SUMMARY OF FEES

BASIC SERVICES FEES	
Task 1 - Grant Project Development	$11,381.30
Task 2 - Design	$208,463.40
TOTAL BASIC SERVICES (LUMP SUM) FEES	**$219,844.71**

ADDITIONAL SERVICES FEES	
Task 4 - Survey	$11,542.59
Task 6 - Geotechnical Investigation	$18,722.53
TOTAL ESTIMATED ADDITIONAL FEES	**$30,265.11**

TOTAL VALUE OF CONTRACT	**$250,109.82**

CULLMAN REGIONAL AIRPORT

CULLMAN, ALABAMA

APRON RECONSTRUCTION

GMC

June 26, 2024 GMC Job No. TBHM230017

PROJECT & GRANT DEVELOPMENT SERVICES (TASK 1)						
SALARY COSTS - TASKS	CLASSIFICATION HOURS					
	Project Manager	Civil Engineer III	Civil Engineer Intern	Aviation CADD Tech.	Airport Planner II	Contract Admin.
Task 1.1 Project Development & Support						
FAA/ALDOT/Owner/Tenant Coordination	4	8	2			2
Project Site Visits	4	4				
Airport Board Meetings (2 Meetings)	2	8				
Review/Update DBE Goal						
Funding Reimbursement Requests		2				2
Task 1.2 FAA & ALDOT Funding Assistance						
ALDOT Pre-Application Project Meeting	0.5	0.5	0.5			
FAA Grant Pre-Application #1 (AIP)	1	2	2			1
FAA Grant Application #1 (AIP)	1	1	1			1
AMPS Submission & Coordination						
Task 1.3 FAA Planning Submissions						
FAA Form 7460-1				4	4	
Total Hours	12.5	25.5	5.5	4	4	6
Hourly Rate	$64.99	$56.27	$32.40	$29.38	$52.88	$26.50
Total Direct Labor	$812.38	$1,434.89	$178.20	$117.52	$211.52	$159.00
					Total Direct Labor	$2,913.50
					Combined Overhead (210.95%)	$6,146.03
					Operating Margin (15%)	$1,358.93
					FCCM (0.64%)	$18.65
					Subtotal Salary Costs	$10,437.10

NON-SALARY COSTS				
A. REIMBURSABLE EXPENSES	QUANTITY	UNIT	RATE	SUBTOTAL
Mileage ((4 Trips @ 315 Miles/Trip)	1,260	Miles	0.67	$844
Printing, Reproduction, Shipping	1	LS	$100	$100
TOTAL NON-SALARY COSTS REIMBURSABLE EXPENSES				$944

NON-SALARY COSTS - SUBCONTRACTING			
B. SUBCONTRACTING EXPENSES	VALUE	TYPE	SUBTOTAL
Coordination & Administrative Fee (5%)			$0
TOTAL NON-SALARY COSTS - SUBCONTRACTING EXPENSES			$0

TOTAL PROJECT & GRANT DEVELOPMENT SERVICES FEE $11,381

CULLMAN REGIONAL AIRPORT
CULLMAN, ALABAMA
APRON RECONSTRUCTION

GMC

June 26, 2024 GMC Job No. TBHM230017

DESIGN SERVICES (TASK 2)						
SALARY COSTS - TASKS	CLASSIFICATION HOURS					
	Project Manager	Civil Engineer III	Civil Engineer Intern	Aviation CADD Tech.	Airport Planner II	Contract Admin.
Design Scoping Meeting	2	2	2			
Coordination with Hangar Tenants and Airport Users	2	2				
Contract and IFE Coordination	2	1				
Engineer Site Visit (2 Visits)		14	14			
Coordination with Field Tasks	2	4	2			
Analyze Survey Data		1	8	16		
Pavement Section Analysis/Design - FDR, Asphalt, Concrete	8	32	40			
Drainage Design	8	32	40			
Develop Construction Drawings (See Plan Sheets (Task 2A))	36	207	459	58	2	
50% Design Review & Submission	8	16	8	8		
Develop 90% Drawings	4	8	48	8		
90% Construction Cost Estimate	2	4	4			
90% Design Review & Submission	8	8	12	8		
Develop Final Bid Set of Plans and Project Manual	4	16	32	4		
Final Cost Estimate	2	2	2			
Project Manual - Front End Documents	2	4				32
Technical Specifications	4	24	16			
Engineer's Design Report	12	20	40		2	2
Airport Board\Project Meetings (3)	3	12				
FAA - Sponsor Certificates	1	1				
Pavement Classification Number Analysis (PCN)						
Total Hours	110	410	727	102	4	34
Hourly Rate	$64.99	$56.27	$32.40	$29.38	$52.88	$26.50
Total Direct Labor	$7,148.90	$23,070.70	$23,554.80	$2,996.76	$211.52	$901.00
					Total Direct Labor	$57,883.68
					Combined Overhead (210.95%)	$122,105.62
					Operating Margin (15%)	$26,998.40
					FCCM (0.64%)	$370.46
					Subtotal Salary Costs	$207,358.15

NON-SALARY COSTS				
A. REIMBURSABLE EXPENSES	QUANTITY	UNIT	RATE	SUBTOTAL
Mileage ((5 Trips @ 315 Miles/Trip)	1,575	Miles	0.67	$1,055
Printing, Reproduction, Shipping	1	LS	$50	$50
TOTAL NON-SALARY COSTS REIMBURSABLE EXPENSES				$1,105

NON-SALARY COSTS - SUBCONTRACTING			
B. SUBCONTRACTING EXPENSES	VALUE	TYPE	SUBTOTAL
Coordination & Administrative Fee (5%)			$0
TOTAL NON-SALARY COSTS - SUBCONTRACTING EXPENSES			$0

TOTAL DESIGN SERVICES FEE $208,463

CULLMAN REGIONAL AIRPORT
CULLMAN, ALABAMA
APRON RECONSTRUCTION

GMC

June 26, 2024 GMC Job No. TBHM230017

PLAN SHEETS (TASK 2A)

# Sheets	Plan Sheets	CLASSIFICATION HOURS					
		Project Manager	Civil Engineer III	Civil Engineer Intern	Aviation CADD Tech.	Airport Planner II	Contract Admin.
1	Title			1			
1	Project Layout	2	8	8	2		
1	Geometric Layout		2	6			
1	Construction Safety & Phasing Plan	8	32	40	16	2	
1	Existing Conditions		8	24			
2	Typical Sections	2	24	32	8		
2	Project Notes	1	4	8	4		
1	Summary of Quantities	2	8	32			
4	Demolition Plan		1	8			
4	Plan Sheet	2	16	32			
4	Profile Sheet	2	16	32			
4	Paving Plan	2	24	60			
4	Grading and Drainage Plans	8	40	80	8		
3	Drainage Sections	2	4	24	16		
4	Erosion Control Plan	2	8	24	4		
2	Marking Plan	1	4	16			
1	Details	1	4	16			
4	Cross Sections	1	4	16			
	Total Hours	36	207	459	58	2	0

ADDITIONAL SERVICES
CULLMAN REGIONAL AIRPORT
CULLMAN, ALABAMA
APRON RECONSTRUCTION

June 26, 2024 GMC Job No. TBHM230017

TOPOGRAPHIC SURVEY SERVICES (TASK 3)						
SALARY COSTS - TASKS	CLASSIFICATION HOURS					
	Senior Land Surveyor	Project Manager	Crew Chief	Instrument Man	Rodman	Survey Tech III
FIELD WORK			34	34		
OFFICE WORK	2.5	2.5				34
SUBTOTAL HOURS	2.5	2.5	34	34	0	34
HOURLY RATE	$50.70	$41.12	$29.85	$21.96	$18.25	$33.26
SUBTOTAL SALARY COSTS	$126.75	$102.80	$1,014.90	$746.64	$0.00	$1,130.84
					Total Direct Labor	$3,121.93
					Combined Overhead (210.95%)	$6,585.71
					Operating Margin (10%)	$970.76
					FCCM (0.64%)	$19.98
					Subtotal Salary Costs	$10,698.39

NON-SALARY COSTS				
A. REIMBURSABLE EXPENSES	QUANTITY	UNIT	RATE	SUBTOTAL
Mileage ((4 Trips @ 315 Miles/Trip)	1,260	MILES	0.67	$844
Equipment	0	LS	$0	$0
			TOTAL REIMBURSABLE EXPENSES	$844

NON-SALARY COSTS - SUBCONSULTANT			
B. SUBCONTRACTING EXPENSES	VALUE	TYPE	SUBTOTAL
		Coordination & Administrative Fee (5%)	$0
		TOTAL SUBCONTRACTING EXPENSES	$0

TOTAL ESTIMATED TOPOGRAPHIC SURVEY SERVICES FEE $11,543

ADDITIONAL SERVICES
CULLMAN REGIONAL AIRPORT
CULLMAN, ALABAMA
APRON RECONSTRUCTION

June 26, 2024 GMC Job No. TBHM230017

GEOTECHNICAL EXPLORATION (TASK 4)						
SALARY COSTS - TASKS	CLASSIFICATION HOURS					
	Sr. Geo. Engineer	Geo. Project Manager	Testing Proj. Mgr	Geo. Tech. III	Geo. Tech. II	Geo. Admin. Assistant
Geotechnical Coordination	2	2				
Site Visit	8	8				
Geotechnical Report	14	32			24	8
SUBTOTAL HOURS	24	42	0	0	24	8
HOURLY RATE	$67.56	$40.07	$52.52	$25.69	$22.50	$28.00
SUBTOTAL SALARY COSTS	$1,621.44	$1,682.94	$0.00	$0.00	$540.00	$224.00
					Total Direct Labor	$4,068.38
					Combined Overhead (210.95%)	$8,582.25
					Operating Margin (10%)	$1,265.06
					FCCM (0.64%)	$26.04
					Subtotal Salary Costs	$13,941.73

NON-SALARY COSTS				
A. REIMBURSABLE EXPENSES	QUANTITY	UNIT	RATE	SUBTOTAL
MILEAGE (2 TRIPS @ 120 MILES / TRIP)	240	MILES	0.67	$161
EQUIPMENT	0	LS	$0	$0
			TOTAL REIMBURSABLE EXPENSES	$161

NON-SALARY COSTS - SUBCONSULTANT			
B. SUBCONTRACTING EXPENSES	VALUE	TYPE	SUBTOTAL
DRILLING SUB (EARTH CORE)	$4,400	LS	$4,400
		Coordination & Administrative Fee (5%)	$220
		TOTAL SUBCONTRACTING EXPENSES	$4,620

TOTAL ESTIMATED GEOTECHNICAL EXPLORATION AND TESTING SERVICES FEE $18,723

EARTH CORE, LLC
PO Box 432
Baileyton, AL 35019 US
256-283-0843
caseyminer@bellsouth.net

Estimate

ADDRESS
GMC
2701 1st Avenue South
Suite 100
Birmingham, AL 35233

ESTIMATE #	DATE	EXPIRATION DATE
04262024	4/26/2024	12/31/2024

FOR:
Cullman GA Apron Rehab

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Mobilization	LS	1	1200.00	980.00
SPT (<50')	Foot	126	20.00	2,520.00
Patching	Each	12	75.00	900.00

TOTAL **$4,400.00**

Accepted By

Accepted Date

Thank you for your business!

2024-23 ✓

3-01-0022-035-2024

U.S. Department of Transportation Federal Aviation Administration

Airports Division Southern Region Alabama, Mississippi

Jackson Airports District Office: 10 Canebrake Blvd., Suite 100 Flowood, MS 39232

July 22, 2024

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

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

Dear Airport Sponsors:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-01-0022-035-2024 at Cullman Regional/Folsom Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

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

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 19, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

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

- For all grants, you must submit by December 31st of each year this grant is open:
    1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
    2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

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

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

FAA Contact Information. Ryan Constans, (769) 268-6976, ryan.j.constans@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

William J. Schuller
William J. Schuller (Jul 22, 2024 09:14 CDT)

William J. Schuller

Acting Manager

U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2024 COMMUNITY PROJECTS SUPPLEMENTAL GRANT PROGRAM

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	July 22, 2024
Airport/Planning Area	Cullman Regional/Folsom Field Airport
Supplemental Appropriation Grant Number	3-01-0022-035-2024
Unique Entity Identifier	C328G8CGHJV5

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

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 28, 2024, for a grant of Federal funds for a project at or associated with the [Selection Criteria: Airport Name or Planning Area], which is included as part of this Grant Agreement; and

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

Reconstruct general aviation apron (23,000 sq yd) (design only)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq.,; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30

below; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 90% of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $225,099.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning;
   $225,099 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination:

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will

proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 19, 2024, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of Supplemental Appropriation Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

a. May not be increased for a planning project;

b. May be increased by not more than 15 percent for development projects, if funds are available;

c. May be increased by not more than the greater of the following for a land project, if funds are available:

   1. 15 percent; or

   2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

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

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

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

   a. Verify the non-Federal entity is eligible to participate in this Federal program by:

      1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

      2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

      3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

   b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

   c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

   1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

   2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

      i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

      ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

   a. *Posting of contact information.*

      1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

   b. *Provisions applicable to a recipient that is a private entity.*

      1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:

         i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

         ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

         iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.

      2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

         i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or

         ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –

            a) Associated with performance under this Grant; or

            b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph (b) of this Grant Condition; or
2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (b) of this Grant Condition through conduct that is either –
   i. Associated with performance under this Grant; or
   ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

d. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b) of this Grant Condition.
2. Our right to terminate unilaterally that is described in paragraph (b) or (c) of this Grant Condition:
   i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
   ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
3. You must include the requirements of paragraph (b) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions.* For purposes of this Grant Condition:

1. "Employee" means either:
   i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
   ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
   i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
   ii. Includes:

a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **Grant Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated December 2023, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisals.**

a. Prohibition of Reprisals.

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

i. Gross mismanagement of a Federal grant;

ii. Gross waste of Federal funds;

iii. An abuse of authority relating to implementation or use of Federal funds;

iv. A substantial and specific danger to public health or safety; or

v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

i. A member of Congress or a representative of a committee of Congress;

ii. An Inspector General;

iii. The Government Accountability Office;

iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;

v. A court or grand jury;

vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or

vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.

27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.

28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at https://www.congress.gov/bill/118th-congress/house-bill/3935/text

SPECIAL CONDITIONS

30. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;

b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and

c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant and associated grants.

31. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

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

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

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

William J. Schuller
William J. Schuller (Jul 22, 2024 09:14 CDT)

(Signature)

William J. Schuller

(Typed Name)

Acting Manager, FAA JAN ADO

(Title of FAA Official)

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

Part II - Acceptance

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

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

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

Dated July 22, 2024

CITY OF CULLMAN, ALABAMA

(Name of Sponsor)



(Signature of Sponsor's Authorized Official)

By: Woody Jacobs

(Typed Name of Sponsor's Authorized Official)

Title: Mayor

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Alabama. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at August 5, 2024

By: Roy W. Williams, Jr.
Roy W. Williams, Jr. (Aug 5, 2024 10:15 CDT)
(Signature of Sponsor's Attorney)

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

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

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

I declare under penalty of perjury that the foregoing is true and correct.[4]

Dated August 6, 2024

CULLMAN COUNTY, ALABAMA

(Name of Sponsor)

Jeff "Clem" Clemons

Jeff "Clem" Clemons (Aug 6, 2024 10:28 CDT)

(Signature of Sponsor's Authorized Official)

By: Jeff "Clem" Clemons

(Typed Name of Sponsor's Authorized Official)

Title: Chairman

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Alabama. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. Number 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.[5]

Dated at August 12, 2024

By: Emily Niezer Johnston
Emily Niezer Johnston (Aug 12, 2024 14:46 CDT)
(Signature of Sponsor's Attorney)

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

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]
l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]
v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]
w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and

financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

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

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

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

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

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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

23. Exclusive Rights.

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

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

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

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

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

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**[Selection Criteria: Sponsor Name]**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
    1. Reinvestment in an approved noise compatibility project;
    2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
    3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
    4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
    5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

    If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;
   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIP projects as of May 28, 2024.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to

gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

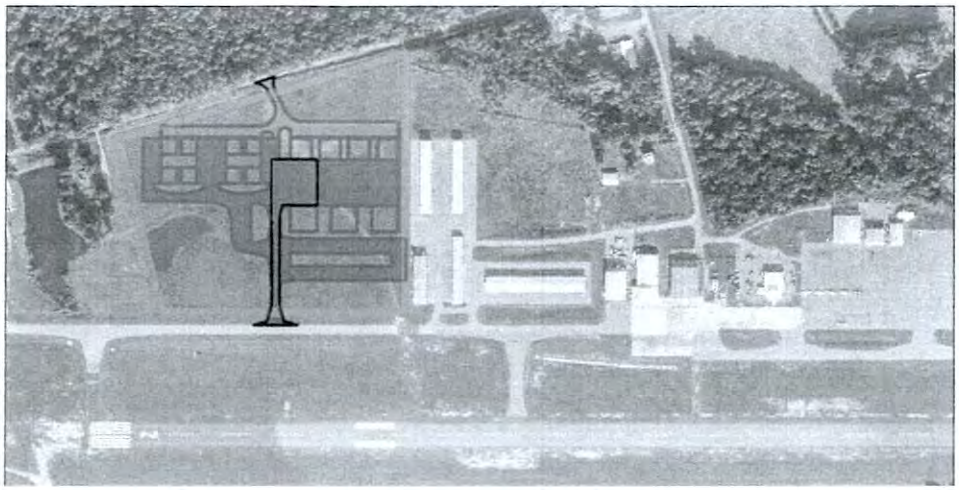
1. Describes the requests;
2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Task Order No. 2
SCOPE OF PROFESSIONAL SERVICES
at the
CULLMAN REGIONAL AIRPORT
for the
MIDFIELD DEVELOPMENT PHASE 1 PROJECT

Goodwyn Mills Cawood, LLC (ENGINEER) will provide professional services for the following PROJECT at the Cullman Regional Airport under the Master Agreement between the City of Cullman, Alabama and Cullman County, Alabama (OWNER) and the ENGINEER dated, June 6, 2022:

MIDFIELD HANGAR SITE DEVELOPMENT (PROJECT). This PROJECT shall consist of project & grant development and design services for a hangar development. The anticipated value of construction cost for the PROJECT is approximately $1,000,000. A portion of the funding is expected to be provided by federal and state grants in 2024.



The proposed construction improvements include:

1. Demolition (clearing/grubbing)
2. Grading and drainage
3. Pavement
4. Markings
5. Grassing

Work Tasks for the ENGINEER on this PROJECT include:

1. Project & Grant Development Services (Task 1) – Basic Services
2. Design Services (Task 2) – Basic Services
3. Topographic Survey Services (Task 3) – Additional Services
4. Environmental Services (Task 4) – Additional Services
5. Geotechnical Services (Task 5) – Additional Services

and based on anticipated funding allocation. This packet will include all pertinent information for Form SF-424 and the engineering worksheet, an updated written project justification and narrative with site photos, updated sketch(es) based on final construction drawings, the pre-application executed resolution by OWNER, an Engineer's certified bid tabulation based on competitive bids, executed engineering agreement and all applicable ALDOT and/or FAA Sponsor Certifications. Additionally, the ENGINEER will attend all necessary meetings to obtain approval for submission of grant application for the OWNER to the ALDOT and the FAA.

AMPS Submission & Coordination. ENGINEER will coordinate with OWNER and the ALDOT and the FAA to facilitate the proper submission of all grant pre-applications and applications through the ALDOT AMPS portal. This coordination includes

FAA Form 7460-1. ENGINEER will prepare a safety plan in accordance with current FAA AC 150/5370-2 and submit FAA Form 7460-1 Notice of Proposed Construction or Alteration online via the OEAAA portal for the PROJECT. ENGINEER will address and revise the submission, per the FAA comments, in order to procure a final FAA determination for the PROJECT.

Categorical Exclusion Checklist. The ENGINEER will evaluate the design of the PROJECT to determine the environmental impacts of the PROJECT. The ENGINEER will complete the required FAA Categorical Exclusion checklist based on the latest pertinent Federal, State, and local environmental regulatory measures for recent changes and compliance issues. If necessary, the ENGINEER will contact the appropriate Federal, State, and local regulatory authorities to ascertain the permitting requirements for the PROJECT based on the anticipated final design and its potential environmental impacts. The ENGINEER will contact regulatory authorities through telephone calls, letter correspondence, and email to confirm environmental, aviation, and municipal zoning regulations and obtain concurrence of no impacts. If any further environmental permitting or mitigation is required, outside the CatEx Documentation, the ENGINEER will complete under Environmental Services as an additional fee.

DESIGN SERVICES (TASK 2)

Design Scoping Meeting. The ENGINEER will coordinate and conduct a predesign scoping meeting via teleconference or video conference with representatives from the ENGINEER, the ALDOT, the FAA and the OWNER. This meeting will provide the opportunity to review and discuss the nature and extent of the PROJECT and to establish the PROJECT design criteria, budget, and schedule. The ENGINEER will prepare an agenda and provide any pertinent supporting documentation for the PROJECT components for discussion at the predesign conference. The ENGINEER will send draft meeting minutes out to all participants for review and concurrence. The ENGINEER will revise, if necessary, and document final minutes of meeting for official documentation of scoping criteria.

Contract and IFE Coordination. The ENGINEER will submit and coordinate with an IFE all engineering fees and contract documents for the design and implementation of grant. This includes meetings with the ALDOT, the FAA and OWNER to ensure all parties agree with final engineering task order. Once final agreement is agreed upon, the ENGINEER will attend meeting with OWNER (via board meeting, council meeting, etc.) for final execution of engineering task order.

Professional service elements within each work task include the following:

PROJECT & GRANT DEVELOPMENT SERVICES (TASK 1)

Project and Grant Coordination. Consult with the OWNER, Federal Aviation Administration (FAA) and the Alabama Department of Transportation – Aeronautics Bureau (ALDOT) to request funding and support of the PROJECT as well as to clarify and define the initial requirements and preliminary scope of the PROEJCT. Additionally, the ENGINEER will work with the ALDOT and the FAA on PROJECT scheduling, phasing of funding necessary to complete the PROJECT and attend and coordinate other pertinent matters with funding and agency negotiation. ENGINEER will prepare and distribute various monthly, quarterly, and yearly reports required by the FAA and the ALDOT for PROJECT such as DBE compliance reports, yearly audits, end of year FAA reports, and FAA quarterly reports. ENGINEER will provide additional miscellaneous project administration and coordination duties which are not specifically addressed or anticipated in other project related tasks including telephone and video conferences with the OWNER, the ALDOT, the FAA, and other interested parties; disseminating interim project information to the OWNER, the ALDOT, the FAA, and other interested parties; and organizing, maintaining, and archiving the project records for three (3) years.

Project Site Visits. Based upon the complexity of the PROJECT, ENGINEER will conduct initial site visit(s) and meet with the OWNER to visually inspect and quantify extent of the PROJECT to evaluate and define the limits of PROJECT

Airport Board Meetings. Based upon the complexity of the PROJECT, ENGINEER will attend OWNER meetings (Board/Authority Meetings, City Council Meetings, etc.) to update and inform all interested parties as to the PROJECT and preliminary discussions/negotiations with the ALDOT and the FAA.

Review/Update DBE Goal. ENGINEER will review and ensure the OWNER has an approved, updated DBE Plan and Goal for the PROJECT and discuss with OWNER any necessary DBE requirements.

Funding Reimbursement Requests. ENGINEER will coordinate with the ALDOT and the FAA all funding requests for Grant reimbursement for all engineering services applicable within the grant assurances. ENGINEER will coordinate all funding reimbursements for any additional resources utilized to which the OWNER is entitled under grant assurances for the PROJECT (i.e. advertisements for bidding, additional administrative costs incurred, etc.).

FAA/ALDOT Grant Pre-Application #1 (AIG). ENGINEER will prepare and develop all grant pre-application materials for federal and state funding under the Bipartisan Infrastructure Law, Airport Infrastructure Grant. Pre-application packet includes compiling all pertinent information for Form SF-424 and the engineering worksheet, providing a written project justification and narrative with site photos, applicable sketch(es) and preliminary estimate(s) of probable construction costs. The ENGINEER will prepare necessary Resolutions for the OWNER and attend necessary meetings to obtain approval for submission of grant pre-application for OWNER.

FAA/ALDOT Grant Application #1 (AIG). ENGINEER will update, prepare and develop all grant application materials for federal and state funding under the Bipartisan Infrastructure Law, Airport Infrastructure Grant. Application packet will be based on the ALDOT Go-Letter sent to the OWNER

ENGINEER Site Visit. The ENGINEER will conduct an initial site visit to visually inspect the PROJECT site and meet with OWNER on site regarding PROJECT staging and phasing.

Coordination with Field Tasks. The ENGINEER will retain licensed Land Surveyors, environmental engineers, and other professional resources in-house that provide additional services under this contract. This coordination includes phone calls, emails, PROJECT sketches and property boundaries, OWNER coordination and contacts, written scopes and any other necessary coordination required to obtain and collect data sufficient to prepare the PROJECT plans.

Analyze Collected Data. The ENGINEER will review, evaluate, and collect additional existing data from field resources. Additionally, the ENGINEER will compile data that was prepared for previous projects at the airport, that is germane to the PROJECT, and that might be useful in the design of the PROJECT. The existing data includes airport master plan, airport Exhibit "A" property plan, engineering drawings, airspace obstruction analyses, aerial photogrammetry data, and aerial photographs. The ENGINEER will review the existing data for accuracy and completeness and to determine the feasibility of utilizing the data to prepare plans and specifications for the design and construction of the PROJECT.

Pavement Section Analysis/Design. Complete pavement section analysis based on data from the OWNER, the current ALP and project criteria defined in the scoping meeting to coordinate with geotechnical engineer and provide recommendations to the OWNER and the ALDOT and the FAA. This includes a cost analysis, strategic bidding procedures and possible pavement section alternatives to provide a basis for competitive bidding. The ENGINEER will utilize the preferred pavement section to continue design and as basis in the Engineers Design report. The ENGINEER will design pavement buildup for concrete pavement and asphalt pavement sections per the FAA AC 150/5320-6E unless otherwise noted within the scoping minutes.

Develop Construction Drawings. The ENGINEER will prepare detailed plans as described within the Plan Sheets in Task 2A. The ENGINEER will prepare the plans based on the locations of pavements, buildings, wetlands, tree lines, pole lines, fences, property lines, aviation easements, rights-of-way and other considerations to sufficiently depict the PROJECT area for construction. The ENGINEER will evaluate the PROJECT work area to identify other necessary incidental improvements that should be included in the PROJECT. The ENGINEER will coordinate the development of the PROJECT plans with the staff of their aviation planning, environmental, geotechnical and construction departments. Construction drawings and schedules will be closely coordinated to endeavor the best possible weather conditions and the least possible interference with airport operations. The ENGINEER will prepare a 50% set of plans for review and a 90% set of plans for review by the OWNER, the FAA and the ALDOT. The ENGINEER will provide a final, complete set of well-defined construction drawings based on all existing and new data collected as well as reviews, coordination and correspondence with OWNER, the FAA and the ALDOT throughout the PROJECT. The construction drawings will include selected bid alternatives, as appropriate, to provide a basis for competitive construction bids.

50% Design Review and Submission. The ENGINEER will distribute the 50% preliminary plans to the OWNER, the ALDOT, and the FAA for review. The ENGINEER will provide the OWNER with one (1) set of printed 50% preliminary plans for review and comments. The ENGINEER will provide the ALDOT

and the FAA each with one (1) set of electronic 50% preliminary plans for review and comments. The ENGINEER will further develop the 50% preliminary plans into 90% plans after the review and comment period.

90% Design Review and Submission. Prepare and obtain approval of detailed construction drawings, the project manual, and an updated construction cost estimate all at 90% complete, that show the character and scope of the work to be performed by contractors on the PROJECT. The Engineers Final Design Report will be included in the 90% review for final approval. The ENGINEER will distribute the 90% plan set to the OWNER, the ALDOT, and the FAA for review. The ENGINEER will provide the OWNER with one (1) set of printed 90% plans for review and comments. The ENGINEER will provide the ALDOT and the FAA each with one (1) set of electronic 90% plans for review and comments. The ENGINEER will further develop the 90% plans into final plans after the review and comment period.

Develop Final Bid Set of Plans and Project Manual. The ENGINEER will conduct in-house quality control and design review meetings with experienced representatives of the ENGINEER. The ENGINEER will provide staff members with the opportunity to perform independent analyses of the final plans and specifications to ensure clarity, accuracy, completeness, and constructability. After these independent reviews, a special in-house project review meeting will be conducted to discuss and consolidate the findings of the reviewers. The recommendations of the design review team will be incorporated into the final plans and specifications. The ENGINEER will distribute the final plans to the OWNER, the ALDOT, and the FAA. The ENGINEER will provide the OWNER and the ALDOT each with one (1) printed set of final plans and project manual. The ENGINEER will provide the FAA with one (1) electronic set of final plans and project manual.

Note: Final Design Plans will be for bid of one construction contract and will be based on the following FAA Advisory Circulars (latest editions):

AC 150/5300-13B Airport Design
AC 150/5320-5D Airport Drainage Design
AC 150/5320-6G Airport Pavement Design and Evaluation
AC 150/5340-1M Standards for Marking Airfield Pavements
AC 150/5340-30 Design and Installation of Airport Visual Aids
AC 150/5370-2G Operational Safety on Airports During Construction
AC 150/5370-10 Standards for Specifying Construction
AC 150/5380-6C Guidelines and Procedures for Maintenance of Airport Pavements

Final Cost Estimate. The ENGINEER will prepare estimates of material quantities and construction costs based on the plans, specifications, and any additional environmental or permitting required for the PROJECT. The final estimate will be included in the tabulation of bids.

Note: The construction cost estimates will reflect the ENGINEER's opinion of probable construction costs and will be based on the ENGINEER's experience with similar recent construction. The ENGINEER has no control over the actual cost of consultant labor and materials or over the competitive bidding and construction market conditions. The ENGINEER cannot guarantee the accuracy of the construction cost estimates when compared to the consultants' construction bids or to the final PROJECT construction cost.

Project Manual – Front End Contract Documents. The ENGINEER will prepare a final Project Manual including the Front-End contract documents and technical specifications based on the final plans. The Front-End contract documents will include: Invitation to Bid, Information for Bidders, Bid Proposal, Schedule of Items, consultant's Qualifications and Certifications, Buy American Requirements, Contract Agreement, Notice to Bidders (Bonding), Bid Bond, Payment Bond, Performance Bond, and Insurance Requirements. The contract documents will include Federal special provisions including: Federal Requirements for Construction Contracts $100,000 and Over, Instructions to Bidders, Certification for Nonsegregated Facilities, Required Assurances, Disadvantaged Business Enterprise Eligibility Requirements, and Federal wage rate requirements for applicable city.

Technical Specifications. The ENGINEER will prepare technical specifications and construction contract documents based on the final plans. The specifications will establish the requirements for the PROJECT in accordance with the current version of and changes to FAA AC 150/5370-10, *Standards for Specifying Construction of Airports*, including general provisions and technical specifications.

ENGINEER's Design Report. The ENGINEER will prepare a design report describing the PROJECT design and any applicable alternatives. The report will be submitted to OWNER and funding agencies for review with 90% plans.

Airport Board/Project Meetings. The ENGINEER will attend and present updates and design information as necessary during the design process as requested by the OWNER. The ENGINEER expects 2 meetings required throughout the design.

Pavement Classification Number Analysis. *Not included in this contract*

TOPOGRAPHIC SURVEY SERVICES (TASK 3)

- Field survey to provide one-foot contour intervals within the PROJECT limits.
- The survey will field locate all planimetric and topographic features within the limits of the survey area.
- Control points within the limits of the PROJECT for horizontal and vertical control.

ENVIRONMENTAL SERVICES (TASK 4)

- ENGINEER will perform field work to complete a Categorical Exclusion (CE) checklist document as part of the National Environmental Policy Act (NEPA) requirements for this project. Work includes field surveys to identify environmentally sensitive areas within or adjacent to the project; coordination with the U.S. Fish and Wildlife Service (FWS)-complete, Alabama State Historic Preservation Office (SHPO), and Natural Resource Conservations Service (NRCS).
- ENGINEER will perform the necessary tasks to complete the required environmental documentation to be submitted to FAA for approval. Tasks associated with the completion of a CE document include the preparation of the CE checklist document, submittal to FAA for comments and approval.

- If FAA requires a more extensive environmental assessment of the proposed project (EA, EIS, etc.), then additional fees will apply.
- ENGINEER will conduct the fieldwork, surveying, and mapping to delineate all jurisdictional WOTUS within the proposed construction boundary in accordance with the 1987 U.S. Army Corps of Engineers Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region.
- ENGINEER will submit the necessary information to the U.S. Army Corps of Engineers (USACE) for confirmation of the delineation. The confirmation of delineation will be prepared and submitted in conjunction with the appropriate wetland permit. Based on the type of anticipated construction activities and potential impacts to jurisdictional areas, it is likely that the USACE will require a Nationwide Permit for WOTUS impacts.

GEOTECHNICAL SERVICES (TASK 5)

- Soils and Material Investigations, laboratory testing of soils and materials, CBR determination and related analyses and recommendations.
- Ground water will be measured and recorded at each boring.
- Sample collection and testing will be per American Society for Testing and Materials (ASTM) procedures.

The following items are not included in this task order:

- Basic Services fees associated with changes to the agreed upon scope in the scoping meeting with the ENGINEER, the OWNER, the ALDOT and the FAA.
- Structural, mechanical or architectural design services.
- Bidding services
- Construction Administration Services
- Construction Inspection Services
- Agency fees required for OWNER to obtain permits to complete the PROJECT will be paid by the OWNER.

The total cost of this Task Order, including Lump Sum and Estimated Fees is **$168,102**

SCHEDULE OF FEES	FEE	
Project & Grant Development Services (Task 1)	$ 10,839	Lump Sum
Design Services (Task 2)	$ 81,734	Lump Sum
Topographic Survey Services (Task 4)	$ 11,542	Lump Sum
Environmental Services (Task 5)	$ 36,105	Lump Sum
Geotechnical Services (Task 6)	$ 27,882	Lump Sum
Total Professional Services Fee:	$ 168,102	

IN WITNESS WHEREOF the parties hereto have made and executed this Task Order.

OWNER

Name: City of Cullman

Address: 204 2nd Avenue NE
Cullman, AL 35055

By: _____
Signature

Woody Jacobs
Name

Mayor
Title

OWNER

Name: Cullman County

Address: 500 2nd Ave SW
Cullman, AL 35055

By: _____
Signature

Jeff Clemons
Name

Commission Chairman
Title

ENGINEER

Name: Goodwyn Mills Cawood, LLC

Address: 2660 East Chase Lane
Montgomery, AL 36117

By: _____
Signature

Natalie Hobbs
Name

Project Manager
Title

GMC

CULLMAN REGIONAL AIRPORT
CULLMAN COUNTY, ALABAMA

MIDFIELD DEVELOPMENT - PHASE 1

SCHEDULE OF FEES

Project Funding:	Airport Infrastructure Grant (AIG)
Date:	6/10/2024
GMC Job No.	TBHM240004

CULLMAN REGIONAL AIRPORT
CULLMAN COUNTY, ALABAMA
MIDFIELD DEVELOPMENT - PHASE 1
June 10, 2024

June 10, 2024 GMC Job No. TBHM240004

SUMMARY OF FEES

BASIC SERVICES FEES	
Task 1 - Grant Project Development	$10,838.71
Task 2 - Design	$81,733.59
Task 3 - Bidding (Not in contract)	$0.00
TOTAL BASIC SERVICES (LUMP SUM) FEES	**$92,572.30**

ADDITIONAL SERVICES FEES	
Task 4 - Survey	$11,542.59
Task 5 - Environmental	$36,105.16
Task 6 - Geotech	$27,882.09
TOTAL ESTIMATED ADDITIONAL FEES	**$75,529.84**

TOTAL VALUE OF CONTRACT	**$168,102.14**

CULLMAN REGIONAL AIRPORT
CULLMAN COUNTY, ALABAMA
MIDFIELD DEVELOPMENT - PHASE 1

June 10, 2024 GMC Job No. TBHM240004

PROJECT & GRANT DEVELOPMENT SERVICES (TASK 1)						
SALARY COSTS - TASKS	CLASSIFICATION HOURS					
	Project Manager	Civil Engineer III	Civil Engineer Intern	Aviation CADD Tech.	Airport Planner II	Contract Admin.
Task 1.1 Project Development & Support						
FAA/ALDOT/Owner/Local Coordination	4	4	2			2
Project Site Visits	4	4				
Airport Board Meetings (2 Meetings)		8	4			
Review/Update DBE Goal	1	1				
Funding Reimbursement Requests		2				2
Task 1.2 FAA & ALDOT Funding Assistance						
ALDOT Pre-Application Project Meeting	1	1	1			
FAA Grant Pre-Application #1 (AIG)		1	2			1
FAA Grant Application #1 (AIG)		1	1			1
AMPS Submission & Coordination		1	2			
Task 1.3 FAA Planning Submissions						
FAA Form 7460-1				4	4	
Total Hours	10	23	12	4	4	6
Hourly Rate	$64.99	$56.27	$32.40	$29.38	$52.88	$26.50
Total Direct Labor	$649.90	$1,294.21	$388.80	$117.52	$211.52	$159.00
					Total Direct Labor	$2,820.95
					Combined Overhead (210.95%)	$5,950.79
					Operating Margin (15%)	$1,315.76
					FCCM (0.64%)	$18.05
					Subtotal Salary Costs	$10,105.56

NON-SALARY COSTS				
A. REIMBURSABLE EXPENSES	QUANTITY	UNIT	RATE	SUBTOTAL
Mileage ((3 Trips @ 315 Miles/Trip)	945	Miles	0.67	$633
Printing, Reproduction, Shipping	1	LS	$100	$100
TOTAL NON-SALARY COSTS REIMBURSABLE EXPENSES				$733

NON-SALARY COSTS - SUBCONTRACTING			
B. SUBCONTRACTING EXPENSES	VALUE	TYPE	SUBTOTAL
Coordination & Administrative Fee (5%)			$0
TOTAL NON-SALARY COSTS - SUBCONTRACTING EXPENSES			$0

TOTAL PROJECT & GRANT DEVELOPMENT SERVICES FEE $10,839

CULLMAN REGIONAL AIRPORT
CULLMAN COUNTY, ALABAMA
MIDFIELD DEVELOPMENT - PHASE 1

GMC

June 10, 2024 GMC Job No. TBHM240004

DESIGN SERVICES (TASK 2)						
SALARY COSTS - TASKS	CLASSIFICATION HOURS					
	Project Manager	Civil Engineer III	Civil Engineer Intern	Aviation CADD Tech.	Airport Planner II	Contract Admin.
Design Scoping Meeting	2	2	2			
Contract and IFE Coordination	2	1				
Engineer Site Visit (2 Visits)		8				
Coordination with Field Tasks	1	2				
Analyze Survey Data		1	2	8		
Pavement Section Analysis/Design	1	8	2			
Develop Construction Drawings (See Plan Sheets (Task 2A))	8	107	199	13	1	
50% Design Review & Submission	2	6	4			
Develop 90% Drawings	2	8	12			
90% Construction Cost Estimate	2	8	4			
90% Design Review & Submission	2	4	2			
Develop Final Bid Set of Plans and Project Manual	1	2	8			
Final Cost Estimate		1	1			
Project Manual - Front End Documents	1	4				16
Technical Specifications		16	8			
Engineer's Design Report	2	16	8			
Airport Board\Project Meetings (2)	2	8				
FAA - Sponsor Certificates	1	1				
Pavement Classification Number Analysis (PCN) - not included						
Total Hours	29	203	252	21	1	16
Hourly Rate	$64.99	$56.27	$32.40	$29.38	$52.88	$26.50
Total Direct Labor	$1,884.71	$11,422.81	$8,164.80	$616.98	$52.88	$424.00
					Total Direct Labor	$22,566.18
					Combined Overhead (210.95%)	$47,603.36
					Operating Margin (15%)	$10,525.43
					FCCM (0.64%)	$144.42
					Subtotal Salary Costs	$80,839.39

NON-SALARY COSTS				
A. REIMBURSABLE EXPENSES	QUANTITY	UNIT	RATE	SUBTOTAL
Mileage ((4 Trips @ 315 Miles/Trip)	1,260	Miles	0.67	$844
Printing, Reproduction, Shipping	1	LS	$50	$50
TOTAL NON-SALARY COSTS REIMBURSABLE EXPENSES				$894

NON-SALARY COSTS - SUBCONTRACTING			
B. SUBCONTRACTING EXPENSES	VALUE	TYPE	SUBTOTAL
Coordination & Administrative Fee (5%)			$0
TOTAL NON-SALARY COSTS - SUBCONTRACTING EXPENSES			$0

TOTAL DESIGN SERVICES FEE $81,734

CULLMAN REGIONAL AIRPORT
CULLMAN COUNTY, ALABAMA
MIDFIELD DEVELOPMENT - PHASE 1

GMC

June 10, 2024 GMC Job No. TBHM240004

PLAN SHEETS (TASK 2A)							
# Sheets	Plan Sheets	CLASSIFICATION HOURS					
		Project Manager	Civil Engineer III	Civil Engineer Intern	Aviation CADD Tech.	Airport Planner II	Contract Admin.
1	Title			1			
1	Project Layout	0.5	2	4			
1	Geometric Layout		2	4			
1	Construction Safety & Phasing Plan	0.5	6	6	1	1	
1	Existing Conditions		1	4			
1	Typical Sections	1	8	8	2		
1	Project Notes	0.5	2	4			
1	Summary of Quantities	0.5	4	12			
2	Plan & Profile	1	16	40	4		
1	Grading and Drainage Plan	0.5	16	40	4		
1	Drainage Sections	0.5	8	12	2		
2	Erosion Control Plan	0.5	4	8			
2	Marking Plan	0.5	4	4			
1	Details	0.5	4	8			
1	Electrical Plan	0.5	4	8			
2	Electrical Details		2	4			
4	Cross Sections	1	24	32			
	Total Hours	8	107	199	13	1	0

ADDITIONAL SERVICES
CULLMAN REGIONAL AIRPORT
CULLMAN COUNTY, ALABAMA
MIDFIELD DEVELOPMENT - PHASE 1

GMC

June 10, 2024 GMC Job No. TBHM240004

TOPOGRAPHIC SURVEY SERVICES (TASK 4)						
SALARY COSTS - TASKS	CLASSIFICATION HOURS					
	Senior Land Surveyor	Project Manager	Crew Chief	Instrument Man	Rodman	Survey Tech III
FIELD WORK			34	34		
OFFICE WORK	2.5	2.5				34
SUBTOTAL HOURS	2.5	2.5	34	34	0	34
HOURLY RATE	$50.70	$41.12	$29.85	$21.96	$18.25	$33.26
SUBTOTAL SALARY COSTS	$126.75	$102.80	$1,014.90	$746.64	$0.00	$1,130.84
					Total Direct Labor	$3,121.93
					Combined Overhead (210.95%)	$6,585.71
					Operating Margin (10%)	$970.76
					FCCM (0.64%)	$19.98
					Subtotal Salary Costs	$10,698.39

NON-SALARY COSTS				
A. REIMBURSABLE EXPENSES	QUANTITY	UNIT	RATE	SUBTOTAL
Mileage ((4 Trips @ 315 Miles/Trip)	1,260	MILES	0.67	$844
Equipment	0	LS	$0	$0
			TOTAL REIMBURSABLE EXPENSES	$844

NON-SALARY COSTS - SUBCONSULTANT			
B. SUBCONTRACTING EXPENSES	VALUE	TYPE	SUBTOTAL
		Coordination & Administrative Fee (5%)	$0
		TOTAL SUBCONTRACTING EXPENSES	$0

TOTAL ESTIMATED TOPOGRAPHIC SURVEY SERVICES FEE $11,543

ADDITIONAL SERVICES
CULLMAN REGIONAL AIRPORT
CULLMAN COUNTY, ALABAMA
MIDFIELD DEVELOPMENT - PHASE 1

GMC

June 10, 2024 GMC Job No. TBHM240004

ENVIRONMENTAL SERVICES (TASK 5)						
SALARY COSTS - TASKS	CLASSIFICATION HOURS					
	Senior Env. Scientist	Senior Biologist	Biologist II	Env. Engineer I	Env. Intern II	Resource Analyst II
Field Work	6	8	28	24		
USACE Nationwide Permit	4	8	24	32		
Categorical Exclusion Documentation	4	8	24	32		
SUBTOTAL HOURS	14	24	76	88	0	0
HOURLY RATE	$72.82	$52.88	$41.99	$39.78	$25.24	$31.25
SUBTOTAL SALARY COSTS	$1,019.48	$1,269.12	$3,191.24	$3,500.64	$0.00	$0.00
					Total Direct Labor	$8,980.48
					Combined Overhead (210.95%)	$18,944.32
					Operating Margin (10%)	$2,792.48
					FCCM (0.64%)	$57.48
					Subtotal Salary Costs	$30,774.76

NON-SALARY COSTS				
A. REIMBURSABLE EXPENSES	QUANTITY	UNIT	RATE	SUBTOTAL
Mileage (1 Trips @ 120 Miles/Trip)	120	MILES	0.67	$80
Equipment	0	LS	$0	$0
			TOTAL REIMBURSABLE EXPENSES	$80

NON-SALARY COSTS - SUBCONSULTANT			
B. SUBCONTRACTING EXPENSES	VALUE	TYPE	SUBTOTAL
TG Earnest & Associates - Historic Preservation	$5,000		$5,000
		Coordination & Administrative Fee (5%)	$250
		TOTAL SUBCONTRACTING EXPENSES	$5,250

TOTAL ESTIMATED ENVIRONMENTAL SERVICES FEE $36,105

ADDITIONAL SERVICES
CULLMAN REGIONAL AIRPORT
CULLMAN COUNTY, ALABAMA
MIDFIELD DEVELOPMENT - PHASE 1

GMC

June 10, 2024 GMC Job No. TBHM240004

GEOTECHNICAL EXPLORATION (TASK 6)						
SALARY COSTS - TASKS	CLASSIFICATION HOURS					
	Sr. Geo. Engineer	Geo. Project Manager	Testing Proj. Mgr	Geo. Tech. III	Geo. Tech. II	Geo. Admin. Assistant
Geotechnical Coordination	6	32				
Site Visit		16		16	16	
Geotechnical Report	8	32		32	32	8
SUBTOTAL HOURS	14	80	0	48	48	8
HOURLY RATE	$67.56	$40.07	$52.52	$25.69	$22.50	$28.00
SUBTOTAL SALARY COSTS	$945.84	$3,205.60	$0.00	$1,233.12	$1,080.00	$224.00
					Total Direct Labor	$6,688.56
					Combined Overhead (210.95%)	$14,109.52
					Operating Margin (10%)	$2,079.81
					FCCM (0.64%)	$42.81
					Subtotal Salary Costs	$22,920.69

NON-SALARY COSTS				
A. REIMBURSABLE EXPENSES	QUANTITY	UNIT	RATE	SUBTOTAL
MILEAGE (16 TRIPS @ 120 MILES / TRIP)	1,920	MILES	0.67	$1,286
EQUIPMENT	0	LS	$0	$0
			TOTAL REIMBURSABLE EXPENSES	$1,286

NON-SALARY COSTS - SUBCONSULTANT			
B. SUBCONTRACTING EXPENSES	VALUE	TYPE	SUBTOTAL
DRILLING SUB (EARTH CORE)	$3,500	LS	$3,500
		Coordination & Administrative Fee (5%)	$175
		TOTAL SUBCONTRACTING EXPENSES	$3,675

TOTAL ESTIMATED GEOTECHNICAL EXPLORATION AND TESTING SERVICES FEE $27,882

2024-24

3-01-0022-036-2024

U.S. Department of Transportation
Federal Aviation Administration

Airports Division
Southern Region
Alabama

Jackson Airports District Office
10 Canebrake Blvd., Suite 100
Flowood, MS 39232

August 6, 2024

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

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

Dear Airport Sponsors:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-01-0022-036-2024 at Cullman Regional/Folsom Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

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

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 5, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

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

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

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

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

FAA Contact Information. Ryan Constans, (769) 268-6976, ryan.j.constans@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

William J. Schuller
William J. Schuller (Aug 6, 2024 15:16 CDT)

William J. Schuller
Acting Manager

U.S. Department
of Transportation
Federal Aviation
Administration

FY 2024 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date	August 6, 2024
Airport/Planning Area	Cullman Regional/Folsom Field Airport
Airport Infrastructure Grant Number	3-01-0022-036-2024
Unique Entity Identifier	C328G8CGHJV5

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

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 11, 2024, for a grant of Federal funds for a project at or associated with the Cullman Regional/Folsom Field Airport, which is included as part of this Grant Agreement; and

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

Construct midfield taxiway (± 600 ft) - Design

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $151,292.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning
   $151,292 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 5, 2024, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its

information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

b. May be increased by not more than 15 percent for development projects, if funds are available;

c. May be increased by not more than the greater of the following for a land project, if funds are available:

   1. 15 percent; or

   2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

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

   a. Verify the non-Federal entity is eligible to participate in this Federal program by:

      1. Checking the Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

      2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

      3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

   b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

   c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

   a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
   i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
   ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

a. *Posting of contact information.*

1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
   i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
   ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
   iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
   i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
   ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
      a) Associated with performance under this Grant; or
      b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    i. Associated with performance under this Grant; or
    ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

d. *Provisions applicable to any recipient.*
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
    i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions.* For purposes of this Grant Condition:
1. "Employee" means either:
    i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
    i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
    ii. Includes:
        a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated December 2023, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals.

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

i. Gross mismanagement of a Federal grant;

ii. Gross waste of Federal funds;

iii. An abuse of authority relating to implementation or use of Federal funds;

iv. A substantial and specific danger to public health or safety; or

v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

i. A member of Congress or a representative of a committee of Congress;

ii. An Inspector General;

iii. The Government Accountability Office;

iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;

v. A court or grand jury;

vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or

vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.

27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

SPECIAL CONDITIONS

29. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

30. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

31. **Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 "Grant Assurances" requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.

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

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

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

William J. Schuller
William J. Schuller (Aug 6, 2024 15:16 CDT)

(Signature)

William J. Schuller

(Typed Name)

Acting Manager, FAA JAN ADO

(Title of FAA Official)

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

Part II - Acceptance

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

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

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

Dated August 6, 2024

CITY OF CULLMAN, ALABAMA

(Name of Sponsor)



(Signature of Sponsor's Authorized Official)

By: Woody Jacobs

(Typed Name of Sponsor's Authorized Official)

Title: Mayor

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Alabama. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at August 6, 2024 %}

By: Roy W. Williams, Jr.
Roy W. Williams, Jr. (Aug 6, 2024 15:52 CDT)
(Signature of Sponsor's Attorney)

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

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

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

I declare under penalty of perjury that the foregoing is true and correct.[4]

Dated August 16, 2024 %}

CULLMAN COUNTY, ALABAMA

(Name of Sponsor)

Jeff "Clem" Clemons

Jeff "Clem" Clemons (Aug 16, 2024 09:14 CDT)

(Signature of Sponsor's Authorized Official)

By: Jeff "Clem" Clemons

(Typed Name of Sponsor's Authorized Official)

Title: Chairman

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Alabama. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.[5]

Dated at August 27, 2024 %}

By: Emily Johnston (Aug 27, 2024 16:17 CDT)
(Signature of Sponsor's Attorney)

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

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

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

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

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

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

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f))

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance.

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

12. Terminal Development Prerequisites.

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

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

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

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

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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

23. Exclusive Rights.

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

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

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

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

   2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

   3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

   4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

   Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

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

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City and County of Cullman**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

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

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under a Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for BIL projects as of June 11, 2024.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

EARTH CORE, LLC
PO Box 432
Baileyton, AL 35019 US
256-283-0843
caseyminer@bellsouth.net

Estimate

ADDRESS
GMC
2400 5th Avenue South
Suite 200
Birmingham, AL 35233

ESTIMATE #	DATE	EXPIRATION DATE
04012024	04/01/2024	12/31/2024

FOR:
Cullman Airport

	DESCRIPTION	QTY	RATE	AMOUNT
Mobilization	LS	1	600.00	600.00
SPT (<50')	Minimum Daily Charge	1	2,900.00	2,900.00

TOTAL **$3,500.00**

Accepted By

Accepted Date

Thank you for your business!

TG EARNEST & ASSOCIATES
HISTORIC PRESERVATION CONSULTING

PROFESSIONAL SERVICES CONTRACT

Client: Goodwyn Mills Cawood LLC
2400 5th Avenue South, Suite 200
Birmingham, AL 35233

Date: 03.15.2023
Job No. 23.03.16
Phone: (205) 879-4462
Contact: Melissa Mehaffey

Project Location: Cullman Airport (Folsom Field)
Cullman County, AL

Scope of Service: Phase I cultural resource assessment of a proposed airport improvement project as described by Client. All archaeological investigations will be conducted in accordance with *Section 106 of the National Historic Preservation Act of 1966*, as amended, *36 CFR Part 800, Protection of Historic Properties* and the *National Environmental Policy Act of 1969*, as amended, as well as the guidelines set forth within the Alabama Historical Commission's *Standards and Guidelines for Survey and Testing within the State of Alabama* and Federal guidelines as per *The Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (48 FR 44716)*

Part I. Field Investigations

Field investigation of the project area will include systematic and judgmental shovel testing, documentation of existing conditions, and evaluation and GPS mapping of cultural resources, if encountered. Shovel tests measuring 30-x-30 cm will be excavated at thirty-meter intervals as per SHPO guidelines within uplands. Closer testing intervals may be employed in areas containing significant cultural resources at the discretion of the principal investigator. Soil probes and auger tests may be conducted in disturbed areas in lieu of systematic testing. Wetlands will be subjected to surficial visual inspection. Part I proposed budget: $3,500.00.

Part II. Data analysis and report composition/distribution

A final report will be composed following completion of field investigations. This report will provide a summary of field investigations, cultural resources encountered, and recommendations to the Client and appropriate agencies regarding survey results. All information and documentation associated with this project will *remain confidential* until permission for submitting to the appropriate agencies is provided by the Client. An electronic copy of the final report in .pdf format will be provided to the Client for review and agency distribution. Part II proposed budget: $1,500.00.

Cost itemization of above-referenced deliverables:

Part I. Field Investigations	$3,500.00
Part II. Data analysis, report composition distribution	$1,500.00
Cultural Resource Assessment, lump sum total	$5,000.00

The above-referenced quotes are inclusive of expenses at 7% of the project subtotal. Historic structures encountered during the archaeological assessment will be documented by a professional architectural historian under contract addendum upon Client approval in the event that such resources are encountered. Other services requested by the Client will be billed at the applicable hourly rate or by executed contract addendum. If necessary, cultural material recovered during this project will be curated within a Federally recognized facility as per State of Alabama requirements, with curation expenses billed to the Client at cost. Client guarantees legal access to the project area for the purpose of conducting the investigations described herein.

Billing method: by monthly invoice upon completion of specified deliverables.

*****Quotes provided within this proposal are valid for 60 days*****

The Client will at all times hereafter indemnify, protect and save harmless TG Earnest and Associates from any and all claims, loss, damage, expense and liability which the Client may incur, suffer, sustain, or be subjected to, including but not limited to injury or death to persons, damage to property resulting from or arising in any way out of the work herein contracted; provided, further, that the Client shall indemnify and save harmless TG Earnest and Associates against such claims, loss, damage, expense and liabilities, regardless of fault, to the extent the same may be caused by TG Earnest and Associates' acts of negligence, active or passive, of those of its employees or agents which are concurrent with acts of the Client or its agents, servants, employees, contractors or third parties, so long as such claims or loss involved in any way the work herein contracted. The Client specifically acknowledges that the indemnity clauses, as set out above, are material provisions to this contract and that without such indemnification TG Earnest and Associates would be unwilling to enter this contract.

This agreement sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this agreement.

I have requested the work identified above to be performed by TG Earnest and Associates and am assuming all obligations for payment of all work performed, and agree to pay as billed within 15 days of receipt of invoices, unless otherwise specified in this agreement or executed addendum.

Client's Signature: _____ Date: 3-15-24

Prepared by:
Tray G. Earnest, RPA
President
TG Earnest & Associates

TGEA
EST. 2010

Thompson RENTS CAT THE Rental STORE

SERVICE INVOICE

Invoice No:	TTC1-0979660
Invoice Date:	12/27/2023
DOC/WO No:	SCN717701
Customer No:	2059500
Total Amount:	24,264.88
Page:	1 of 3

Bill To:

CULLMAN COUNTY COMMISSION
6451 CO RD 490
HANCEVILLE AL 35077

Ship To:

CULLMAN COUNTY COMMISSION
3317 MESSER AIRPORT HWY.
BIRMINGHAM,AL35222
USA

SVC CALL DATE	SERVICE WRITER	PURCHASE ORDER	STORE	DIV	PAYMENT TERMS
7/11/2022	Garrigan, Leland S	223440 - Rent Damage	32	CRS	LDFM

MAKE	MODEL	SERIAL	CUST EQUIP ID	EQUIPMENT ID	METER READING
ANN	ARR1575AMM	ACZ08212LN3024599		EQN156433	1.4

PO: 223440 - Rent Damage

METER:1.4

Segment 01: Repair - Rental Damage

ACZ08212LN3024599

CUSTOMER COMPLAINT:

PERFORM ESTIMATE FOR MACHINE AND ORDER PARTS

CAUSE OF FAILURE:

MACHINE DAMAGED BY CUSTOMER

RESULTANT DAMAGE:

DAMAGE ALL OVER MACHINE

REPAIR PROCESS COMMENTS:

CHECK MACHINE OVER, ORDER ALL PARTS NEEDED FOR REPAIR. REMOVE ALL BAD PARTS DAMAGED IN ACCIDENT. REMOVE DAMAGED HOODS, ROLL OVER BRACKET, ALL BRACKETS ON THE ENGINE DAMAGED. RADIATOR, BRACKETS ANF GUARDS. MACHINE HARNESS WAS ALSO DAMAGED. INSTALL ALL PARTS AS THEY COME IN. INSTALL ALL DECALS NEEDED FOR THE NEW PARTS INSTALLED. ORDER ANY PARTS NEEDED THAT COULD NOT BE SEEN TILL ALL DAMAGED PARTS WERE REMOVED. FILL MACHINE WILL COOLANT, CHARGE BATTERY. START MACHINE, RUN AND TEST ALL FUNCTIONS.TOP OFF WITH FUEL AND CHECK OUT.

Quantity	Unit	Part No.	Item Name	Unit Price	Extended Price
2	PC	2388648	CAT ELC 50/50 PREMIX RED 1GAL	18.04	36.08
1	PC	4-11018153-REN	ENGINE HOOD	2,839.80	2,839.80
6	PC	J910527-REN	ADHESICE CLIP	6.51	39.06
1	PC	1-952983-REN	RADIATOR COVER	99.41	99.41
1	PC	1-30005841-REN	PROTECTIVE GRID	270.56	270.56
1	PC	1-953041-REN	COOLER HOSE TOP	108.51	108.51
1	PC	1232992-REN	FOIL	10.91	10.91
1	PC	4-6531012408-REN	SYMBOL	2.83	2.83
1	PC	4-6531012584-REN	SYMBOL	6.27	6.27
3	PC	1270369-REN	CYL HEAD SCREW	3.23	9.69
1	PC	1-952852-REN	SEALING CLAMP PROFILE	50.96	50.96
1	PC	1226370-REN	ROLLOVER BRACKET	1,182.83	1,182.83
1	PC	1-952338-REN	FAN	219.70	219.70

CONTINUED...

Thompson RENTS CAT THE Rental STORE

SERVICE INVOICE

Invoice No:	TTC1-0979660
Invoice Date:	12/27/2023
DOC/WO No:	SCN717701
Customer No:	2059500
Total Amount:	24,264.88
Page:	2 of 3

Bill To:

CULLMAN COUNTY COMMISSION
6451 CO RD 490
HANCEVILLE AL 35077

Ship To:

CULLMAN COUNTY COMMISSION
3317 MESSER AIRPORT HWY.
BIRMINGHAM,AL35222
USA

SVC CALL DATE	SERVICE WRITER	PURCHASE ORDER	STORE	DIV	PAYMENT TERMS
7/11/2022	Garrigan, Leland S	223440 - Rent Damage	32	CRS	LDFM

MAKE	MODEL	SERIAL	CUST EQUIP ID	EQUIPMENT ID	METER READING
ANN	ARR1575AMM	ACZ08212LN3024599		EQN156433	1.4

1	PC	1226505-REN	CASING PLATE	81.47	81.47
1	PC	1226502-REN	CASING PLATE	74.86	74.86
1	PC	1238635-REN	CABLE HARNESS	164.90	164.90
1	PC	1242127-REN	HOLDING PLATE	117.63	117.63
1	PC	4-6531013876-REN	PLATE	9.67	9.67
2	PC	4-6531013865-REN	PLATE	5.19	10.38
1	PC	4-6531012408-REN	SYMBOL	1.80	1.80
1	PC	4-10804540-REN	PLATE	27.39	27.39
1	PC	2-80335090-REN	PROTECTIVE CAP	38.33	38.33
2	PC	4-10804582-REN	GASKET	5.37	10.74
2	PC	4-6531013733-REN	PLATE	2.69	5.38
1	PC	1242126-REN	MOUNTING PLATE	70.56	70.56
1	PC	4-26444-REN	COVERING HOOD	3,180.00	3,180.00
1	PC	1449284-REN	SENSOR	993.76	993.76
1	PC	4-10804520-REN	PLATE	17.01	17.01
1	PC	1-952351-REN	WATER COOLER	2,930.59	2,930.59
1	PC	4-33783-114	COVERING HOOD	4,373.90	4,373.90
1	PC	4-11178459-REN	CABLE HARNESS	1,317.21	1,317.21
10	PC	4-5535010970-REN	NUT	2.24	22.40
30	HR		SHOP LABOR	148.00	4,440.00
6	HR		SHOP LABOR	222.00	1,332.00
			SHIPPING & HANDLING		50.57
			SHIPPING & HANDLING		27.76
			SHIPPING & HANDLING		50.00
			SHIPPING & HANDLING		20.15
			SHIPPING & HANDLING		19.81

CONTINUED...

Thompson RENTS — THE CAT Rental STORE

SERVICE INVOICE

Invoice No:	TTC1-0979660
Invoice Date:	12/27/2023
DOC/WO No:	SCN717701
Customer No:	2059500
Total Amount:	24,264.88
Page:	3 of 3

Bill To:

CULLMAN COUNTY COMMISSION
6451 CO RD 490
HANCEVILLE AL 35077

Ship To:

CULLMAN COUNTY COMMISSION
3317 MESSER AIRPORT HWY.
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MAKE	MODEL	SERIAL	CUST EQUIP ID	EQUIPMENT ID	METER READING
ANN	ARR1575AMM	ACZ08212LN3024599		EQN156433	1.4

Total Segment Parts:	**18,324.59**
Total Segment Labor:	**5,772.00**
Total Segment Misc:	**168.29**
Segment Total:	**24,264.88**

Total Service Call Parts:	**18,324.59**
Total Service Call Labor:	**5,772.00**
Total Service Call Misc:	**168.29**
Service Call Total:	**24,264.88**
Sales Tax:	**0.00**

Invoice Total: 24,264.88

PLEASE REMIT TO: THOMPSON TRACTOR CO., INC.
P.O. BOX 746941
ATLANTA, GA 30374-6941

PAY THIS AMOUNT **$24,264.88**

Remittances for payments should be sent to: arpaymentremittances@thompsontractor.com

TERMS: PAYMENT DUE END OF FOLLOWING MONTH AFTER INVOICE DATE, 1.5% PER MONTH LATE PAYMENT CHARGE.

WITHIN 30 DAYS, PROVIDED OUR INVOICE NUMBERS ARE FURNISHED, ITEMS QUALIFYING FOR RETURN UNDER OUR PRESENT POLICY MAY BE RETURNED RETURNABLE ITEMS ARE INDICATED WITH A YES OR NO

FOR CUSTOMERS WHO CHOOSE TO MAKE PAYMENT BY CHECK, CUSTOMER UNDERSTANDS AND AUTHORIZES THAT PAYMENT MAY BE CONVERTED TO ELECTRONIC CHECK RESULTING IN ACH DEBIT TRANSACTION FROM CUSTOMER'S ACCOUNT

To view or PAY invoices online, go to http://thompsontractor.billtrust.com, Click on Online Invoices and sign up now!

DFC 22 (Rev. 03-22)

INSOLVENTS, ERRORS, LITIGATIONS AND UNSOLD TAX LIENS FOR 20 23 AND UNCOLLECTED INSOLVENTS AND TAXES IN LITIGATION FOR PREVIOUS YEAR(S)

THE STATE OF ALABAMA

Cullman **County**

BE IT REMEMBERED, That at the meeting of the Board of County Commissioners of said County, held on this 21st day of May, 20 24, Barry Willingham, Tax Collector of said County, made his report of "Insolvents", "Errors in Assessment", "Taxes in Litigation", and "Unsold Tax Liens" on taxes for the current year 20 23, as required by Code of Ala. 1975, Section 40-5-23. And after a careful and rigid examination of said reports by said Board, it was considered and adjudged that said collector be allowed credit on his final settlement with the Comptroller for the following amounts:

Insolvents: State Taxes -- General	$	219.40
-- Soldier	$	87.76
-- School	$	263.28
Errors in Assessments: State Taxes -- General	$	30,511.95
-- Soldier	$	12,204.78
-- School	$	36,614.34
Taxes in Litigation: State Taxes -- General	$	144.05
-- Soldier	$	57.62
-- School	$	172.86
Unsold Tax Liens: State Taxes -- General	$	0.00
-- Soldier	$	0.00
-- School	$	0.00

And said Collector has also made his report for final allowance of the uncollected balances of Insolvent Taxes for the previous year 20 22, as required by Code of Ala. 1975, Section 40-5-29; and the Board thereupon made the following allowances to said Collector of such Insolvent Taxes as he may have been unable to collect, as follows:

State Taxes -- General	$	19.70
-- Soldier	$	7.88
-- School	$	23.64

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

	General	Soldier	School
2020	$ 31.50	$ 12.60	$ 37.80
	$	$	$
	$	$	$
	$	$	$

Given under my hand this 10th day of June, 2024

Presiding Officer

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

For Revenue Commissioner:

(2) Ford Maverick: Ford Maverick: Super Crew 5-passenger seating. Engine 2.0 Ecoboost, Automatic Transmission.

Price:

Ford Maverick	220000003128-6	24,352.00	Each

Stivers Ford

Nitorco, Inc.

95 Midway Church Dr.
Carrollton, GA 30116

Phone: 678-951-8300 Fax: 678-951-8303

Invoice

Date	Invoice #
5/7/2024	6306

P.O. No.	

Bill To
Cullman County Revenue Department Barry Willingham PO Box 2220 Cullman, AL 35056-2220

Terms	Due Date	Project
Net 30	6/6/2024	Revenue

Description	Qty	Rate	Amount
Server Configuration and Development to work from Azure	156	175.00	27,300.00
Consulting and Backup Restoration	1	1,062.50	1,062.50
Azure Hosting/Setup fees Dec-April	1	3,369.57	3,369.57
Data Recovery Storage and Restoration	1	3,268.43	3,268.43
		Total	$35,000.50

Reappraisal Emergency Software. for Cyber Incident

MASTER SAAS AGREEMENT

THIS AGREEMENT is entered into as of 5/21/24, ("Effective Date"), by and between Nitorco, Inc., a Georgia corporation with its principal office located at 95 Midway Church Road, Carrollton GA, 30116 Telephone: (678) 951-8300, Facsimile: (678) 951-8303 ("Nitorco"), and the Cullman County Commission ("Customer").

WHEREAS, Nitorco has the right to grant rights to access and use the Services (defined below); and

WHEREAS, Customer desires to access and use the Services, all in accordance with the terms and conditions hereof;

NOW, THEREFORE, in consideration of the foregoing, and in reliance on the mutual agreements contained herein, the parties agree as follows:

1. Definitions.

1.1 "Services" means the hosted, SaaS services generated by Nitorco's proprietary Assurance software and related Nitorco Technology (defined below) as more particularly described in the SaaS Services Description and Subscription Fee Statement attached as Exhibit A, including (i) technical support services generally provided to all customers, and (ii) any updates or upgrades to such Services which may be generally released by Nitorco to all customers from time to time.

1.2 "Professional Services" means technical services to be provided by Nitorco regarding the implementation and customization of the of the Nitorco Technology for Customer, such professional services to be provided pursuant to Work Orders.

1.3 "Nitorco Technology" means the software and intangible computer code necessary to deploy and serve the Services via the Site.

1.4 "Site" means the Internet Data Center (defined below) designated by Nitorco for hosting the Assurance Software for purposes of generating and providing the Services.

1.5 "Internet Data Centers." Any of the facilities used by Nitorco to provide the Services. These facilities house the Nitorco Technology used for the provision of Services.

1.6 "Customer Data." Customer's information or other data processed, stored or transmitted by, in or through the Services.

1.7 "Work Order." A document indicating that it is an "Work Order" for Professional Services which incorporates the terms of this Agreement in written form if mutually agreed upon and duly executed by the parties. In order to be binding, a Work Order must comply with the above requirements.

1.8 "Proprietary Rights." Any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property.

1.9 "Affiliate." With respect to Nitorco, any parent or subsidiary corporation, and any corporation, limited liability company or other business entity controlling, controlled by or under common control with Nitorco, which agrees in writing to be bound by all the obligations of Nitorco.

2. Provision of Services. Subject to the terms and conditions hereof, during the term hereof, Nitorco hereby grants to Customer (i) only to the extent of Customer's employees, subcontractors, and other Customer personnel who require access for the performance of their Customer responsibilities, and (ii) solely for Customer's internal business purposes, a non-exclusive non-transferable, worldwide right and license to access the Site and use the Services. All rights not expressly granted to Customer herein are expressly reserved by Nitorco.

3. Use Restrictions. Customer covenants and agrees that its use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, Customer shall not, nor shall it permit or assist others, (i) to abuse or fraudulently use the Services; (ii) to process or permit to be processed the data of any third party that is not expressly authorized herein to access and use the Services; and (iii) to attempt to copy, reverse-engineer, decompile, disassemble, create a derivative work from, or otherwise attempt to derive the source codes of any part of the Nitorco Technology; or (iv) to access, alter, or destroy any information of any customer of Nitorco by any fraudulent means or device, or attempt to do so.

4. Security.

4.1 Customer shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of its link to the Internet.

4.2 As part of the Services, Nitorco shall implement generally recognized industry standard procedures to protect Customer Data from unauthorized access.

5. Outsourcing Internet Data Center Operations. Nitorco may outsource its Internet Data Center operations to subcontractors; provided, however, that Nitorco shall be responsible for the performance of such subcontractors, and Nitorco shall be liable for any action or inaction by such subcontractors as if performed by Nitorco.

6. Monitoring of Customer's Use. Nitorco reserves the right, but not the obligation, to internally monitor Customer's usage of the Site and Services.

7. No Commingling of Customer Data. The Services shall be operated in an environment where (i) all Customer Data shall be stored on files totally separate from those of other customers of Nitorco, or (ii) all files containing Customer Data are partitioned sufficient to protect the security and privacy of Customer Data.

8. Subscription Fees. Customer shall pay to Nitorco subscription fees for the Services provided hereunder in accordance with the SaaS Services Description and Subscription Fee Statement attached as Exhibit A.

9. Purchase of Professional Services.

9.1 Customer may elect to purchase Professional Services including without limitation technical, consultation, or training services by entering into Work Order(s). Such additional purchases shall be governed by the terms of this Agreement and the applicable Work Order.

9.2 In the event of a conflict or inconsistency between the terms and conditions of this Agreement and any Work Order, the terms and conditions of this Agreement shall control and supersede those of the Work Order.

9.3 Professional Services Warranty. Nitorco will perform all Professional Services in a professional and workmanlike manner in accordance with generally recognized industry standards and practices for similar services with personnel that possess the requisite skill, experience, and qualifications, and shall devote adequate resources to meet its obligations under this Agreement.

10. Taxes. All fees are exclusive of taxes or duties. If Nitorco is required to pay or collect any federal, state, local, value added, tax or duty on any fees charged under this Agreement, or any other similar taxes or duties levied by any governmental authority, excluding taxes levied on Nitorco's net income, then such taxes and/or duties shall be billed to and paid by Customer immediately upon receipt of Nitorco's invoice and supporting documentation for the taxes or duties charged.

11. Proprietary Rights Ownership. Ownership of the Proprietary Rights embodied in the Site, Services, and Nitorco Technology shall remain exclusively vested in and be the sole and exclusive property of Nitorco and its licensors. In addition, Customer hereby transfers and assigns to Nitorco any rights Customer may have to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer personnel relating to the Services. The nitorco.com domain name, product names and logos associated with the Services are trademarks of Nitorco or third parties, and no right or license is granted to use them, except as may be authorized under a separate agreement. Notwithstanding anything contained herein, Nitorco acknowledges that, as between the parties, Customer owns all right, tittle and interest, including all intellectual property rights, in and to the Customer Data and is the property of the Cullman County Government. During the Term hereof, Customer hereby grants to Nitorco, a limited, non-exclusive, royalty-free, license to reproduce, distribute, use, and display the Customer Data to the extent necessary for Nitorco to provide the Services to Customer.

12. Mutual Exchange of Confidential Information. The parties anticipate that each may disclose confidential information to the other. Accordingly, the parties desire to establish in this Section terms governing the use and protection of certain information one party ("Owner") may disclose to the other party ("Recipient").

12.1 Definition of Confidential Information. For purposes hereof, "Confidential Information" means, (i) non-public aspects of Nitorco's Site and the operation thereof, Nitorco Technology, including the Services provided by Nitorco, and non-public aspects of Nitorco's business and technical information, and data, (iii) Customer Data, and non-public aspects of Customer's technology, computer programs, and business and technical information, and data. In addition, Confidential Information includes information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder, and which, in any case, is disclosed by an Owner or its affiliate to Recipient in document or other tangible form bearing an appropriate legend indicating its confidential or proprietary nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary

hereof, also marked with such a legend, is provided to Recipient within fifteen (15) days of the initial disclosure.

12.2 Restrictions on Use and Disclosure. Recipient may use Confidential Information of Owner only for the purposes of this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case, using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure.

12.3 Exclusions. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by a party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable and reasonably cooperates with Owner to contest such disclosure.

13. Nitorco Representations and Warranties. Nitorco represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the Services to Customer will not violate any applicable laws or regulations of the United States or cause a breach of any agreements between Nitorco and any third parties.

14. Limited Warranty. Nitorco represents and warrants that the Services will: (i) conform to all material operational features as described in documentation provided by Nitorco, (ii) be free of errors and defects that materially affect the performance of such features, and (iii) be at the time of Go Live, free of viruses, malicious code, trojan horse, backdoor, or any other software or hardware devices the effect of which is to permit unauthorized access to any of Customer's systems or the Services ("Limited Warranty"), provided that Customer notifies Nitorco of any non-conformity, error, or defect. Customer's sole and exclusive remedy for breach of this Limited Warranty shall be the prompt correction of non-conforming Services at Nitorco's expense; provided however, if the Services Warranty is breached more than three times in any twelvemonth period, Customer may terminate this Agreement with immediate effect and without any continuing obligation to Nitorco.

15. Service Level Agreement. The service level agreement set forth in Exhibit B ("Service Level Agreement") states Customer's sole and exclusive remedy for any performance failure of the Services in terms of levels of service.

16. Warranty Disclaimers. EXCEPT FOR THE LIMITED WARRANTY PROVIDED ABOVE AND THOSE PROVIDED IN THE CUSTOMER'S STANDARD ADDENDUM attached hereto, NEITHER NITORCO NOR ANY OF ITS SUPPLIERS MAKES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND NITORCO SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND DATA ACCURACY. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE RESPECTING THE SERVICE, AND

THAT CUSTOMER HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT IN THIS AGREEMENT. NITORCO DOES NOT WARRANT THAT THE SERVICE OR SITE WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE SERVICE OR SITE WILL OPERATE IN THE COMBINATIONS WHICH CUSTOMER MAY SELECT FOR USE, OR THAT THE OPERATION OF THE SERVICES OR SITE WILL BE UNINTERRUPTED, OR ERROR-FREE.

17. Disclaimer of Actions of Third Parties. Nitorco does not and cannot control the flow of data to or from Nitorco's Technology and other portions of the Internet. Such flow of data depends on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt customer's connections to the Internet (or portions thereof). Although Nitorco will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, Nitorco cannot guarantee that such events will not occur. NITORCO DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES WHICH ARE NOT NITORCO's SUBCONTRACTORS.

18. Intellectual Property Indemnity. Nitorco will indemnify, defend and hold harmless Customer and its Affiliates from and against any lawsuit, liabilities, loss, cost or expense arising out of a third-party claim made against Customer that the Nitorco Technology or Services infringe on any Proprietary Right of a third party; provided, however, that Nitorco is notified in writing of such claim promptly after such claim is made upon Customer. Nitorco shall have the right to control any defense of the claim but the Customer may meaningfully participate in such defense at Customer's expense. In no event shall Customer settle any such claim without Nitorco's prior written approval. Nitorco shall have no liability or obligation if the claim arises from (i) any alteration or modification to the Nitorco Technology or Services other than by Nitorco, (ii) any combination of the Nitorco Technology or Services by Customer with other programs or data not furnished by Nitorco, or (iii) any use by Customer of the Nitorco Technology or Services that is prohibited by this Agreement or otherwise outside the scope of use for which the Nitorco Technology or Services are intended.

19. Options for Infringement Claims. If any party is enjoined from using the Nitorco Technology, or if Nitorco believes that the Nitorco Technology may become the subject of a claim of intellectual property infringement, Nitorco, at its option and expense, may: (i) procure the right for Customer to continue to use the Services; (ii) replace or modify the Nitorco Technology so as to make it non-infringing; provided, however, that the Services continue to conform to the descriptions and/or specifications provided herein and the applicable Work Order; or (iii) terminate this Agreement, in which case Nitorco shall refund to Customer any and all subscription fees paid in advance by Customer for those Services not provided by Nitorco and provide, at Customer's request and free of charge, the Customer Data in the current SQL server backup format. This Section and the preceding Section sets forth the entire liability of Nitorco to Customer for any infringement by the Nitorco Technology or Services of any intellectual property right of any third party. Notwithstanding the foregoing, this Section does not apply to third party software including without limitation open-source software.

20. Exclusion for Incidental and Consequential Damages.

20.1 Incidental and Consequential Damages Exclusion. EXCEPT FOR INDEMNITY OBLIGATIONS EXPRESSLY PROVIDED HEREIN AND ANY VIOLATION OF CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND

(INCLUDING LOSS OF DATA AND/OR UNAUTHORIZED ACCESS OR ACQUISITION OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, INCLUDING WITHOUT LIMITATION THE USE OR INABILITY TO USE THE SERVICES, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICES OR THIS SITE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20.2 Data Entry Errors. Nitorco shall not be held responsible for data entry errors caused by Customer personnel.

21. Term of Agreement. The initial term of this Agreement shall commence as of the Effective Date hereof and shall continue for a period of 3 years. The initial term hereof shall automatically renew for successive one (1) year terms, unless either party terminates this Agreement with written notice to the non-terminating party at least 90 days prior to the expiration of the then-current term.

22. Return of Materials. Within 30 days of the expiration or termination of this Agreement, Customer shall return to Nitorco any and all materials provided by Nitorco, and Nitorco shall return Customer Data in a standard data format.

23. Transition Services Upon Expiration or Termination of this Agreement. Incident to the expiration or termination of this Agreement, Nitorco shall provide to Customer its Customer Data in the current SQL server format readily available to Nitorco at no additional charge. If Customer requests the Customer Data in a non-standard format, Customer shall pay to Nitorco a reasonable fee for technical services as determined by Nitorco.

24. Governing Law. This Agreement is entered into in the State of Georgia, which is the place of performance and where payment becomes due. This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Alabama (except that body of law controlling conflicts of law) and specifically excluding from application to this Agreement that law known as the United Nations Convention on the International Sale of Goods.

25. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email or facsimile (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, in each case to the address set forth on the initial page hereof, in the Addendum attached hereto, or at such other addresses as shall be designated in writing by either party to the other in accordance with this Section. Such notice will be deemed to be given when received.

26. Assignment. Neither party shall assign this Agreement or any right or interest under this Agreement, nor delegate any work or obligation to be performed under this Agreement, without the non-assigning party's prior written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment or delegation in contravention of this Section shall be void and ineffective.

27. Continuing Obligations. The following obligations shall survive the expiration or termination hereof and the distribution grace period provided above: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either party herein, (iv) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation,

the Confidential Information of either party, or any remedy for breach thereof, and (v) the payment of taxes, duties, or any money to Nitorco hereunder.

28. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any facsimile transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any facsimile signature or any transmission of any signature of a party shall be deemed an original and shall bind such party.

29. Miscellaneous. This Agreement shall be construed under the laws of the State of Alabama, without regard to its principles of conflicts of law. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

IN WITNESS WHEREOF, the parties duly execute below under seal.

Customer: _____

By _____
(Signature)

Name: Jeff "Clem" Clemons

Title: Chairman

Nitorco, Inc.

By _____
(Signature)

Name: G Lewis Valentine III

Title: President

OFFICE OF THE SHERIFF

1910 Beech Avenue, S.E.
Cullman, Alabama 35055

Telephone (256) 734-0342
Jail Division (256) 735-2400
FAX (256) 737 9868

MATT GENTRY
SHERIFF

EQUIPMENT REQUEST FORM

You must have a supervisors signature before Acquiring a PO#

Date: 05/15/2024 PO #: _____ REQ #: _____

Employee: Amber Smith Unit #: _____

Item or Service: Trane 6 Ton Compressor Replacement

Amount/Cost: 4,329.97 Requested for Unit #: _____

Reason for Need: Replacing the old Trane compressor which isnt working for Dispatch causing the air/heat to not be regulated properly

Vendor: Cullman Appliance Repair LLC

Comments: _____

_____ _____
Supervisor Signature Date

_____ 5-20-2024
Brett Holmes, Chief Deputy Date

_____ _____
Matt Gentry, Sheriff Date

Cullman
Appliance
Repair

ESTIMATE	#409
ESTIMATE DATE	May 6, 2024
EXPIRATION DATE	May 31, 2024
TOTAL	$4,329.97

Cullman Appliance Repair LLC

Cullman County Sheriff's Office Vaughn Lambert
1910 Beech Ave SE
Cullman, AL 35055

(256) 347-2390
vlambert@cullmansheriff.org

CONTACT US

PO box 2455
Cullman, AL 35056

(256) 507-3415
office@cullmanappliancerepair.com

ESTIMATE

Trane 6 Ton Compressor Replacement Change out Trane Compressor to the dispatch office. Estimate includes all labor and materials including R428A refrigerant. The compressor will have to be ordered and there is a 5 day shipping to receive the replacement compressor.	1.0 $4,329.97	$4,329.97

Services subtotal: $4,329.97

Total **$4,329.97**

Complete terms and conditions available on request and linked to your invoice. Thank you for your business.

OFFICE OF THE SHERIFF

1910 Beech Avenue, S.E.
Cullman, Alabama 35055

Telephone (256) 734-0342
Jail Division (256) 735-2400
FAX (256) 737-9868

MATT GENTRY
SHERIFF

EQUIPMENT REQUEST FORM

You must have a supervisors signature before Acquiring a PO#

Date: 05/15/2024 PO #: _____ REQ #: _____

Employee: Amber Smith Unit #: _____

Item or Service: New Thermostat and Dehumidification System

Amount/Cost: 8362.86 Requested for Unit #: _____

Reason for Need: Replacing the old thermostat and dehumidification system in order to monitor and control the current system inside Dispatch

Vendor: Cullman Appliance Repair LLC

Comments: _____

M. Hogle
Supervisor Signature

5.17.24
Date

Brett Holmes, Chief Deputy

Date

Matt Gentry, Sheriff

Date

Cullman Appliance Repair

You have a new estimate from Cullman Appliance Repair LLC

Prepared for: Cullman County Sheriff's Office Vaughn Lambert

Address: 1910 Beech Ave SE, Cullman, AL 35055

Expires on: Sat Jun 15, 2024

Install New Thermostats and Dehumidification System

$8,362.86

APPROVE DECLINE

Estimate Details

Service	Unit Price	Qty	Total
New Dehumidification System and Thermostat Control	$8,362.86	1	$8,362.86

Install new thermostats and thermidistat with dehumidifier. A new dehumidifier will be installed and wired in with independent control. The old system of controls will be removed and new thermostats installed to allow independent control of both

Service	Unit Price	Qty	Total

SHOW MORE

Service subtotal	$8,362.86
Subtotal	**$8,362.86**
Total	**$8,362.86**

See your financing options

Prequalify to find out how much you can borrow within minutes and pay as low as $181.41/mo*. Your credit score will not be affected.

PREQUALIFY

Note

Complete terms and conditions available on request and linked to your invoice. Thank you for your business.

Estimate date: May 12, 2024

Contact us

Cullman Appliance Repair LLC

(256) 507-3415

office@cullmanappliancerepair.com

See our Terms & Conditions

*All financing is subject to credit approval. Terms may vary. Payment options through Wisetack are provided by our lending partners. For example, a $1,000 purchase could cost $45.18 a month for 24 months, based on a 7.9% APR, or $333.33 a month for 3 months, based on a 0% APR. See additional terms at https://www.wisetack.com/faqs.

Cullman County Commission

Cullman, Alabama

Clear Form

Upon completion, submit this form to Shane Bailey in the Commission Office

Date: 03/26/2024

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 _____ Scrap _____ Sealed Bid _____

Other: E Waste.

Asset #: N/A Property Decal #: N/A

Serial # or VIN: INVENTORY ATTACHED Tag # N/A

Description: QTY 70 EXPRESSPOLL TABLETS, STANDS AND CASE

Reason for disposal: tablets are outdated and have been replaced with new version. Equipment falling apart

Department: Probate Office / Election

Department Head Signature: Tammy Brown, Judge of Probate

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

EXPRESSPOLL TABLET SURPLUS INVENTORY

	EPTablet Serial #	Stand Serial #
1	4G019907S	60094
2	5G035047S	60217
3	3G016362S	60164
4	3G018149S	60226
5	3G018171S	60132
6	4G019699S	60108
7	3G019359S	60168
8	5G035026S	60150
9	3G019489S	60143
10	4G019722S	60133
11	2G023387S	60148
12	5G035643S	60126
13	3G018247S	60122
14	3G016260S	60120
15	4G019996S	60113
16	3G018082S	60152
17	4G019648S	60107
18	4G019941S	60117
19	3G016354S	60173
20	3G018109S	60026
21	4G019576S	60112
22	3G018180S	60115
23	3G019365S	60123
24	4G019916S	60069
25	3G019397S	60142
26	4G019621S	60275
27	3G018079S	60140
28	3G019263S	60165
29	3G016173S	60141
30	3G018252S	60131
31	4G019684S	60020
32	4G019613S	60100
33	5G032970S	60144
34	3G018195S	60103
35	3G019317S	60149

	EPTablet Serial #	Stand Serial #
36	3G018085S	60203
37	3G018064S	60245
38	5G035618S	60139
39	4G019739S	60040
40	3G018251S	60159
41	5G035619S	60147
42	3G018164S	60121
43	3G019435S	60130
44	3G016486S	60116
45	3G018132S	60134
46	5G035133S	60114
47	5G035596S	60246
48	3G016262S	60129
49	3G018156S	60135
50	3G018124S	60237
51	4G020003S	60106
52	3G018071S	60028
53	4G019938S	60118
54	3G019418S	60137
55	4G019596S	60098
56	5G035057S	60181
57	3G018185S	60146
58	3G018093S	60145
59	3G018216S	60111
60	3G016490S	60250
61	3G019484S	60234
62	3G018125S	60166
63	3G018236S	60128
64	3G018237S	60127
65	3G018136S	60186
66	3G018133S	60136
67	4G019866S	60099
68	3G018077S	60267
69	3G018179S	60105
70	3G018209S	60196


ELECTION
Systems & Software


TOSHIBA

Cullman County Commission

Cullman, Alabama

Clear Form

Upon completion, submit this form to Shane Bailey in the Commission Office

Date: 03/26/2024

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 _____ Scrap _____ Sealed Bid _____

Other: E waste

Asset #: N/A Property Decal #: N/A

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

Description: QTY 70 18.5 VOLT BATTERY

Reason for disposal: PROBATE OFFICE DOES NOT USE THIS BATTERY ANY LONGER

Department: Probate Office / Election

Department Head Signature: Tammy Brown, Judge of Probate

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____


PCLI18650-5S1P-ESS-T
18.5V 2600mAh 48.1WH
Li-ion Rechargeable Battery
Item code: 1450
Caution:
We are not responsible for any consequences and damages caused by misuse. This battery pack must be recycled or disposed properly.
Date Code: 06601736

Cullman County Commission

Cullman, Alabama

Clear Form

Upon completion, submit this form to Shane Bailey in the Commission Office

Date: 03/26/2024

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 _____ Scrap _____ Sealed Bid _____

Other: E Waste

Asset #: N/A Property Decal #: N/A

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

Description: QTY 52 18 VOLT BATTERY (OLD USED) USED IN DS200 BALLOT COUNTER.

Reason for disposal: THE BATTERY WAS REPLACED WITH NEW BATTERY

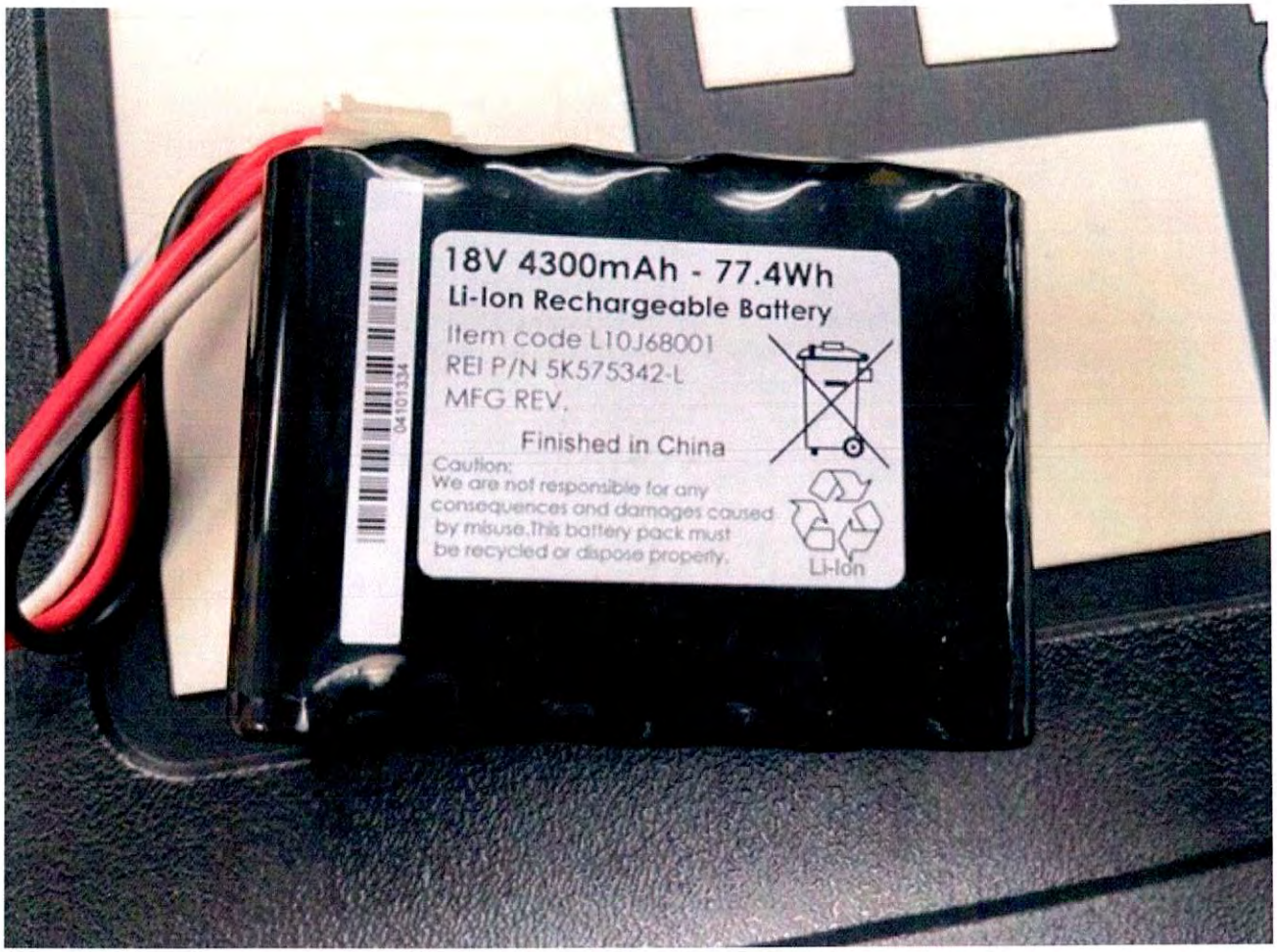
Department: Probate Office / Election

Department Head Signature: Tammy Braun, Judge of Probate

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____


18V 4300mAh - 77.4Wh
Li-Ion Rechargeable Battery
Item code L10J68001
REI P/N 5K575342-L
MFG REV.
Finished in China
Caution:
We are not responsible for any consequences and damages caused by misuse.This battery pack must be recycled or dispose properly.
Li-Ion
04101334

Cullman County Commission

Cullman, Alabama

Clear Form

Upon completion, submit this form to Shane Bailey in the Commission Office

Date: 03/26/2024

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 _____ Scrap _____ Sealed Bid _____

Other: E waste

Asset #: N/A Property Decal #: N/A

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

Description: QTY 66 Election Automark Ballot Guide

Reason for disposal: Cullman County no longer uses the Automark machine.

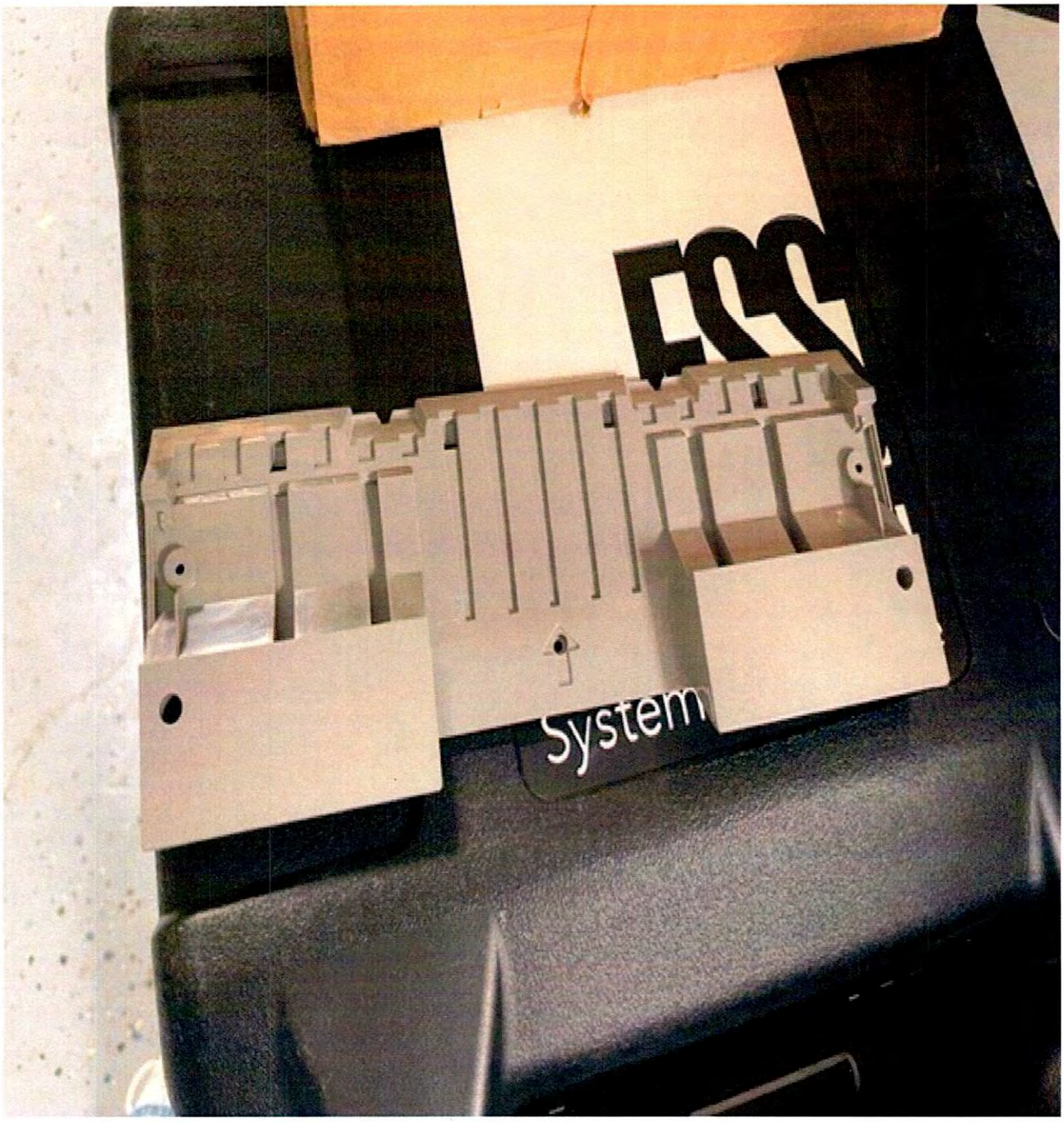
Department: Probate Office / Election

Department Head Signature: Tammy Brown, Judge of Probate

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____


System

Cullman County Commission

Cullman, Alabama

Upon completion, submit this form to Shane Bailey in the Commission Office

Date: 5/21/2024

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

Declare Surplus: X Transfer to other County Entity: _____

Type of Disposal: Auction _____ Scrap _____ Sealed Bid _____

Other: _____

Asset #: _____ Property Decal #: _____

Serial # or VIN: Hull # ZZN45237J596 Tag # _____

Description: 1997 Seadoo

Reason for disposal: _____

Department: Parks

Department Head Signature: _____

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

THE CULLMAN TIMES
cullmantimes.com

300 Fourth Avenue SE, Cullman, AL 35055
cullmantimes.com (256) 734-2131

Affidavit of Publication

STATE OF ALABAMA
COUNTY OF CULLMAN

Before me, a notary public in and for the county and state above listed, personally appeared Tom Mayer, who, by me duly sworn, deposes and says that: "My name is Tom Mayer, I am the editor of The Cullman Times.
The Newspaper published the attached legal notice(s) in the issue(s) of: Cullman Times: 04/13/24, 04/20/24. The sum charged for publication was $43.84. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice(s) appeared.

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

Signed: _____

Sworn and subscribed of this day 04/20/2024.

Notary Public: _____

MY COMMISSION EXPIRES
12-02-2025

DEBRA [illegible]
NOTARY
PUBLIC
STATE [illegible]

Legal Notice

Notice is hereby given to all owners, secured parties, and lienholders of the following described motor vehicles, which I have the right to sell on Gov Deals or any means necessary, to the highest bidder, in accordance with the State of Alabama abandoned vehicle law, statutes, Chapter 13, Section 1-8, Title 32.

1997 SEADOO,
Hull # ZZN45237J596, AL-5409-FE

1987 Welcraft Boat,
Hull # WELR9797C787, TN-5710-DX

These vehicles will be sold to pay storage at Smith Lake Park, 403 County Road 386 Cullman, AL 35057

The Cullman Times
April 13 and 20, 2024

Cullman County Commission

Cullman, Alabama

Upon completion, submit this form to Shane Bailey in the Commission Office

Date: 5/21/2024

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

Declare Surplus: X Transfer to other County Entity: _____

Type of Disposal: Auction _____ Scrap _____ Sealed Bid _____

Other: _____

Asset #: _____ Property Decal #: _____

Serial # or VIN: Hull # WELR9797C787 Tag # _____

Description: 1987 Welcraft Boat

Reason for disposal: _____

Department: Parks

Department Head Signature: _____

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

THE CULLMAN TIMES
cullmantimes.com

300 Fourth Avenue SE, Cullman, AL 35055
cullmantimes.com (256) 734-2131

Affidavit of Publication

STATE OF ALABAMA
COUNTY OF CULLMAN

Before me, a notary public in and for the county and state above listed, personally appeared Tom Mayer, who, by me duly sworn, deposes and says that: "My name is Tom Mayer, I am the editor of The Cullman Times.
The Newspaper published the attached legal notice(s) in the issue(s) of: Cullman Times: 04/13/24, 04/20/24. The sum charged for publication was $43.84. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice(s) appeared.

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

Signed: Tom Mayer

Sworn and subscribed of this day 04/20/2024.

Notary Public: Debra Miller

MY COMMISSION EXPIRES
12-02-2025

DEBRA MILLER NOTARY PUBLIC ALABAMA STATE AT LARGE

Legal Notice

Notice is hereby given to all owners, secured parties, and lienholders of the following described motor vehicles, which I have the right to sell on Gov Deals or any means necessary, to the highest bidder, in accordance with the State of Alabama abandoned vehicle law, statutes, Chapter 13, Section 1-8, Title 32.

1997 SEADOO,
Hull # ZZN45237J596, AL-5409-FE

1987 Welcraft Boat,
Hull # WELR9797C787, TN-5710-DX

These vehicles will be sold to pay storage at Smith Lake Park, 403 County Road 386 Cullman, AL 35057

The Cullman Times
April 13 and 20, 2024

Cullman County Commission

Cullman, Alabama

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

Date: 4/1/2024

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

Declare Surplus: x Transfer to other County Entity: _____

Type of Disposal: Auction x Scrap _____ Sealed Bid _____

Other: _____

Asset #: 52 Property Decal #: _____

Serial # or VIN: 1GBJR33J1MF300945 Tag # _____

Description: 1991 CHEVROLET 3500 TRUCK

Reason for disposal: Uneconomical to repair

Department: ROAD

Department Head Signature: PHILLIP WIDNER

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

Cullman County Commission

Cullman, Alabama

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

Date: 4/1/2024

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

Declare Surplus: x Transfer to other County Entity: _____

Type of Disposal: Auction x Scrap _____ Sealed Bid _____

Other: _____

Asset #: 57 Property Decal #: _____

Serial # or VIN: 1FDLF47F4VEA51925 Tag # _____

Description: 1997 FORD F350 TRUCK

Reason for disposal: Uneconomical to repair

Department: ~~ROAD~~ Sanitation

Department Head Signature: PHILLIP WIDNER

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

Cullman County Commission

Cullman, Alabama

Upon completion, submit this form to Shane Bailey in the Commission Office

Date: 5/15/2024

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

Declare Surplus: X Transfer to other County Entity: _____

Type of Disposal: Auction _____ Scrap _____ Sealed Bid _____

Other: _____

Asset #: 1987 Property Decal #: 1538

Serial # or VIN: 1GNDU03E4YD107173 Tag # _____

Description: 2000 Chevrolet Venture Van

Reason for disposal: _____

Department: IT

Department Head Signature: Ken Walling

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

Cullman County Commission

Cullman, Alabama

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

Date: 4/22/2024

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

Declare Surplus: XX Transfer to other County Entity: _____

Type of Disposal: GovDeals XX Scrap _____ Sealed Bid _____

To be donated to: _____

Asset #: _____ Property Decal #: _____

Serial # or VIN: 1GNLC2E04DR371051 _____

Description: 2014 CHEVROLET TAHOE PPV (272,454)

Reason for disposal: NO LONGER NEED FOR SHERIFF'S OFFICE USE

Department: SHERIFF'S OFFICE

Department Head Signature: M. Hayes, Major

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

Cullman County Commission

Cullman, Alabama

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

Date: 4/22/2024

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

Declare Surplus: XX Transfer to other County Entity: _____

Type of Disposal: GovDeals XX Scrap _____ Sealed Bid _____

To be donated to: _____

Asset #: _____ Property Decal #: _____

Serial # or VIN: 1GNLC2EC2FR569964 _____

Description: 2014 CHEVROLET TAHOE PPV (289,257)

Reason for disposal: NO LONGER NEED FOR SHERIFF'S OFFICE USE

Department: SHERIFF'S OFFICE

Department Head Signature: Mac Hoge, Major

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

Cullman County Commission

Cullman, Alabama

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

Date: 4/22/2024

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

Declare Surplus: XX Transfer to other County Entity: _____

Type of Disposal: GovDeals XX Scrap _____ Sealed Bid _____

To be donated to: _____

Asset #: _____ Property Decal #: _____

Serial # or VIN: 1GNLC2E0XDR134077 _____

Description: 2013 CHEVROLET TAHOE PPV (284,921)

Reason for disposal: NO LONGER NEED FOR SHERIFF'S OFFICE USE

Department: SHERIFF'S OFFICE

Department Head Signature: M. Hyde, Major

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

Bid No. 1463

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Monday, May 13, 2024, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for One (1) Self Propelled Power Broom. At this time sealed bids will be publicly opened and read aloud.

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

Bid Price including delivery to Cullman County.

$33,184.00 *Broce RJT350 S/N 412299 2021 model with app. 492 hrs*

Cowin Equipment Company Inc
Company
P.O. Box 10624 Birmingham Al. 35202
Mailing Address

205-841-6666 / Fax 205-849-0853
Phone/Fax
Ross Norton 205-895-9017
Representative

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

For the acquisition of one Self-Propelled Power Broom furnished with the following: Unit shall be newer than 2020 and have less than 600 hours at the time of bid. Unit is to be delivered ready for use and all fluids fully serviced. The submitted price shall include all equipment,

materials, labor, and delivery.

Length: Maximum of 174 in.
Width: Maximum of 98 in for transport
Height: Maximum of 121 in.
Weight: Minimum of 5,000lbs
Turning Radius (Inside): Maximum of 13.5ft.
Transmission: Minimum of hydrostatic pump and motor coupled to a 2-speed gearbox with neutral shift for towing
Travel Speed: Maximum of 13mph in low gear and maximum of 34mph in high gear
Fuel Tank Capacity: Minimum of 21 gal.
Brakes: Minimum of 4-wheel self-adjusting hydraulic with mechanical parking brake and dual master cylinder with rear drum and front disc brakes
Hydraulic Capacity: Minimum of 26 gpm @ 2.600 rpm
Hydraulic System: Minimum Operating Pressure of 2,500 psi
Hydraulic Reservoir: Minimum 27 gal with 100 mesh suction strainers
Tires: Minimum 16" with 6-hole wheels
Engine: Minimum 4.5L Tier 4 Engine
Minimum Certified roll over structure and cab
MINIMUM OPTIONAL EQUIPMENT:
-Turbo II Pre-cleaner
-Tilt and telescoping Steering
-150-gallon water sprinkling system with poly tank
-suspension seat
-light group to include turn signals, warning lights, headlights and taillights
-strobe light
-enclosed cab with safety glass, dual access doors and wipers
-cab heater and defroster
-pressurized air conditioning
-windshield washer-front
-west coast mirrors
-vandalism locks

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

Cullman County COMMISSION

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

Cullman County Engineering Department

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

May 7, 2024

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

- Proposed plat The Reserve Phase 2 at Stonebridge. A minor subdivision containing 3 Lots in Commission District 3. Subdivision is located half a mile South of the Bolte Road on County Road 706 and the corner of County Road 717

Bid No. 1464

INVITATION TO BIDDERS

The Cullman County Commission will be receiving sealed bids until 2:00 p.m., Thursday, May 16, 2024, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for one or more Manufactured Park Model Cabins for Parks and Recreation. At this time sealed bids will be publicly opened and read aloud. Specifications are attached.

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

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

Any questions regarding this bid should be directed to Kenneth Cornelius, @ 256-550-0493.

Bid Price: $ 54,075.00

INVOICE & FLOORPLAN INCLUDED

Company

ALABAMA PARK MODELS, LLC

Mailing Address

P.O. Box 94

LYNN, AL 35575

Phone/Fax

205-269-3492

Representative

TIM CANADA

SPECIFICATIONS

- These models must be delivered to 403 County Road 386 Cullman, AL 35057, or other parks within Cullman County. Set blocked and leveled in place at the desired location. All public utilities will be connected at purchaser expense. Specifications to be the minimum standards or equivalent.156183
- 15'0" X 34'-4" Including 8ft Open Porch
- Cedar Tone White Siding with Cedar Tone White Window Trim work
- White Windows
- Stained Ceiling
- White Painted Pine Tongue and Groove Walls/ Doors & 6" Overhang on sides
- White Painted Trim work
- Black Hardware throughout
- Black Springer Style Faucet
- Stainless Steel Appliances
    - Range 30" Electric Smooth top
    - Refrigerator with Ice Maker
    - Microwave (V.H. Combo)
- White Cabinets (Nickel Joint Style)
- Butcher Block Countertop
- 30 Gallon Electric Water Heater
- Stainless Steel Double Bowl Sink
- PVC Laminate Flooring
- French Mini Blind Doors
- Queen Size Bed Frame Open Underneath
- Wardrobe in Bedroom
- 54" Shower
- Cable Jack in Bedroom and Living Room
- Bath Towel Rack
- Toilet Paper Holder
- Medicine Mirror Over Lavatory
- 2-9k Mitsubishi Mini Split Units with Pads or equivalent (Owner to pay for Professional to finish install)
- Fire Extinguisher
- Smoke Detector (Electrical or battery)
- TRA Park Model Label
- 15'-6" Tall Overall with Standard Porch Railing
- 1 Exterior Faucet & Outlet

- 25 pcs of Matching Siding to be installed for Finish
- 29 Gauge Metal Roof Material
- Capped for Outside Light Fixture

Alabama Park Models, LLC.
PO Box 94
Lynn, AL 35575
Phone (205) 269-3492

Invoice No. TBD

INVOICE

Customer

Name			
Address	Cullman County Park		
City		State	Zip
Phone		Fax	
Email			

Misc

Date	5/2/2024
Vin#	TBD
Rep	Tim Canida
Invoice Type	
Delivery E.T.A.	TBD

Delivery Address

Name			
Address	Cullman County Park		
City		State AL	Zip

Qty		Unit Price	TOTAL
1	TC-332P__15'-0" x 34'-4" Inc. 8ft Open Porch (Hitch Shown on Floor Plan)	$ 49,900.00	$ 49,900.00
	Cedar Tone White Siding with Cedar Tone White Window Trimwork & White Windows		inc
	Tobacco Stained Ceiling, White Painted Pine T&G Walls/Doors & 6" Overhang on Sides		inc
	White Painted Trimwork, Black Hardware Thru Out & Black Springer Style Faucet		inc
	Stainless Steel Appliances: Range 30" Electric Smoothtop, Refrigerator w/Ice Maker, Microwave V.H. Combo		
	White Cabinets (Nickel Joint Style), Butcher Block Countertop & Water Heater 30 gallon Electric		
	Double Bowl Stainless Steel Sink, Borden Creek PVC Laminate Flooring		inc
	Green 29 Guage Metal Color, Capped for Outside Light Fixture, 1 (Exterior Faucet/Outlet)		inc
	French Mini Blind Doors (600$ Difference of Door/Window Change)		$ 600.00
	54" Shower, Cable Jack in Bedroom & Living Room		inc
	Black Bath Towel Rack, Black Toilet Paper Holder & Medicine Mirror Over Lavatory		inc
	2-9k Mitsibushi Mini Split Units with Pads (HVAC Professional to Finish Install)		inc
	Queen Size Bed Frame Open Underneath, WardRobe in Bedroom		inc
	Fire Extinguisher, Smoke Detector & TRA Park Model Label		inc
	15'-6" Tall Overall with Standard Porch Railing		inc
Add	25 Pcs of SmartLap in Cedar Tone (575$) Customer Provides Blocks for Setup		$ 575.00
		Subtotal	$ 51,075.00
		15'-6" Shipping 1000$ Each	$ 1,000.00
		Block/Level & Archor Cabin 2000$ Each	$ 2,000.00
		Balance Due	$ 54,075.00

Payment

33% Deposit with 33% Due after Roof Set & Remaining Balalance Due Before Shipping

Office Use Only

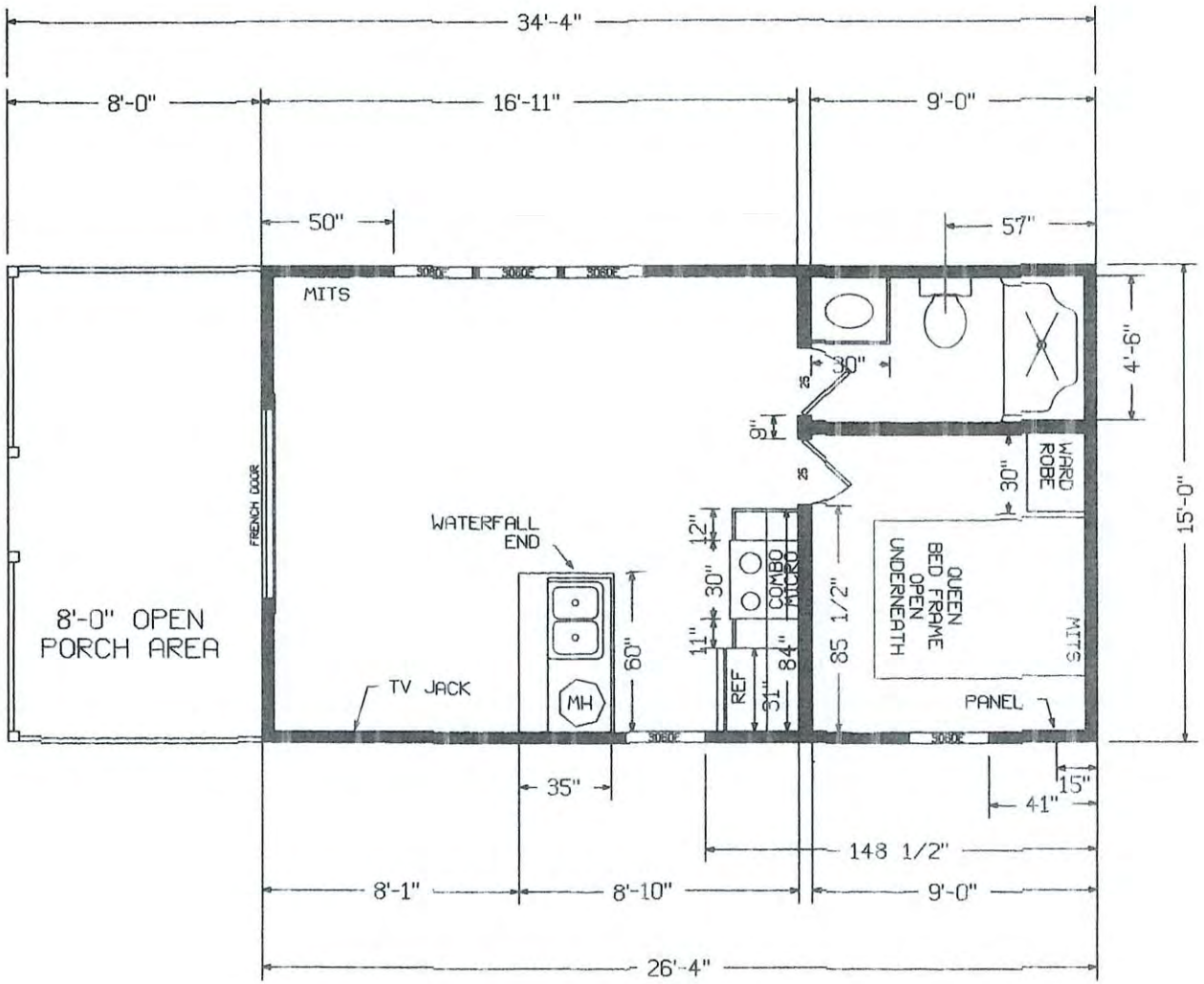
Customer Signature _____

Sales Rep Signature _____

This document constitutes a legal binding contract for the purchase and sale of a Park Model Home and is governed by the laws of the State of Alabama. Time is of the essence in this contract. In the event of default or cancellation by buyer, the Buyer's Order Deposit this day paid shall be forfeited to the seller as liquidated damages. Buyer and Seller acknowledge that the Buyer's Order Deposit is an accurate estimation of Seller's actual damages and the forfeiture of the Buyer's Order Deposit is not intended as a penalty. Buyer acknowledges that final payment shall be due and payable on the completion date of the home and made payable by Cash, Certfied Check or Bank Wire Transfer

ALL CAN LIGHTS
THRU OUT

100 AMP PANEL



		PROJECT NAME: TC-332P	FLOORPLAN
		EMAIL ADDRESS:	SCALE: 3/16" = 1'-0"

Bid No. 1464

INVITATION TO BIDDERS

The Cullman County Commission will be receiving sealed bids until 2:00 p.m., Thursday, May 16, 2024, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for one or more Manufactured Park Model Cabins for Parks and Recreation. At this time sealed bids will be publicly opened and read aloud. Specifications are attached.

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

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

Any questions regarding this bid should be directed to Kenneth Cornelius, @ 256-550-0493.

Bid Price: $114,326.50

Stone Canyon Homes

Company

11061 ST HWY 129, Brilliant, AL 35548

Mailing Address

(205) 465-8011

Phone/Fax

Adam Anderson

Representative

STONE CANYON
HOMES

CONFIDENTIAL

RETAIL ORDER FORM

MODEL: The Harper **SERIAL #:** 24XXX

DEALER INFORMATION:

Dealer Name:	Cullman County Commission	**Dealer Phone:**	256-550-0493
Ship-to Address:	403 County Road 386	**Dealer Email:**	
City/State/Zip:	Cullman, AL 35057	**Shipping Method:**	

SCH SALES REPRESENTATIVE INFORMATION:

SCH Sales Representative:	Adam Anderson	**Phone:**	(205) 499-9695

PAYMENT INFORMATION:

Select Payment Method:	Cash		
If Financed/Floor Planned, Company & Retailer No:		**Lot Location:**	
Stock? or Customer Name:		**PO #:**	

TERMS:

FINANCED: 20% down and 80% at completion.
CASH: 50% down upon factory approved order; remaining 50% due before delivery.
Down payments are security deposits and are NON-REFUNDABLE.

NOTES:

SHIP LOOSE - 25 Extra Pieces of Lap Siding with home

BLACK hardware throughout house

BLACK Spring Handle Faucet

30 GAL Electric Water Heater

COLOR SELECTIONS:

EXTERIOR	INTERIOR	INTERIOR (Cont.)	
Siding - **Cedar Tone WHITE**	Walls - **WHITE**	Sink Color	**STAINLESS STEEL Double Bowl**
Trim - **Cedar Tone WHITE**	Ceiling - **Stained (Dark Walnut)**	Hitch Side	**PORCH**
Soffit - **Match Siding**	Trim - **WHITE**	Amp:	**100 AMP**
Roof - **Copper Penny**	Doors - **WHITE**	Ceiling Fan Location	**Living Room**
Door - **WHITE**	Cabinets - **WHITE**	Door Swing R/L?	**RH**
Decking - **5/4 Pressure Treated Boards**	Countertops - **BUTCHER BLOCK**	**LOFT**	
Window Color - **WHITE**	Appliances - **Stainless Steel**	Flooring	N/A
Window Grids? **NO**	Flooring - **Edwards Oak LVP**	Banister Handrail	N/A
Porch Railing - **BLACK**	Shower - **54" Stand-Up**	Stairs	N/A
Porch Opening ***TBD upon Bid Award***			
Dormer - Closed			

COST:

BASE MODEL (select from drop down menu):

	The Harper	$97,267	$97,267
	Standard Features		

	OPTIONS (Enter Quantity)	Cost	Qty	Total
Applicances	24" Stack Washer/Dryer	1,897.50		$ -
	27" Stack Washer/Dryer	1,970.00		$ -
	All in one Washer/Dryer	2,420.00		$ -
	Pedestal for All in One	475.00		$ -
	Stainless Steel Package Upgrade	555.50	1	$ 555.50
	Gas Range Upgrade, Propane	175.00		$ -
	Gas Range Upgrade, Natural gas	175.00		$ -
	18" Dishwasher	1,265.00		$ -
	Fotile in Sink Dishwasher	2,420.00		$ -
Kitchen Options	White Porcelain Sink, Double Bowl	850.00		$ -
	Garbage Disposal	525.00		$ -
	Farm Sink	512.50		$ -
Counter Top Options	**Custom Countertops:**			
	Butcher's Block	2,500.00		$ 2,500.00
Interior Finish Options	Full Paint Interior Walls	1,875.00	1	$ 1,875.00
	1x8 Nickel Gap Interior Walls	1,657.00		$ -
	Pendant light over Dining/Bar Bronze	247.50		$ -
	Pendant light over Dining/Bar Brushed Nickel	505.00		$ -
	LED Under-Cabinet Lighting	310.00		$ -
	Add Indoor light with Switch	125.00		$ -
Exterior Finish Options	Custom Painted Exterior Lap Siding	2,787.00		$ -
	Winterizing Valve	125.00		$ -
	Outdoor Frostless Faucet	175.00	1	$ 175.00
	Stub-in Outdoor Light with Switch	210.00	1	$ 210.00
Exterior Shower Options	Outdoor Shower kit	1,072.50		$ -
Door Options	Ext. French Door w/ Blinds"Omit 2 Windows"	1,685.00	1	$ 1,685.00
	Exterior Door with full Blinds	825.00		$ -
	Exterior Door with 1/2 Blinds	753.50		$ -
	Barn Door & Hardware, EACH	487.50		$ -
	Pocket Door, EACH	275.00		$ -
	Screen Door	575.00		$ -
Window Options	Add Windows, EACH	247.50		$ -
Bedroom / Bathroom Options	Nightstand, EACH	245.00		$ -
	Add Corner Shelf, EACH	175.00		$ -
	Add Wardrobe	875.00	1	$ 875.00
	Add 4 Drawer Chest	975.00		$ -

	Double Height Closet with 2 Shelves	650.00		$ -
	2nd Vanity in Bathroom	1,075.00		$ -
	Add Shelving Rustic, EACH	145.00		$ -
	Medicine Cabinet With Mirror	325.00	1	$ 325.00
	Speciality Faucet for Bathroom Sink	385.00		$ -
	Speciality Sink in Bathroom	425.00		$ -
	Shower Door, Glass	245.00		$ -
Loft Options	Lino Flooring in Loft	478.50		$ -
Bedding Options	Built in Bunks (full/twin or twin/twin) NO Mattress	865.00		$ -
	Built in Bed Queen w/ Storage - NO Mattress	975.00		$ -
	Built in Bed King w/ Storage - NO Mattress	1,058.00		$ -
	Murphy Bed with Desk/Table	3,225.00		$ -
	Foam bunk mattress	265.00		$ -
	Twin Mattress	265.00		$ -
	Full Mattress	389.00		$ -
	Queen Mattress	450.00		$ -
	King Mattress	650.00		$ -
Water Heater Options	200 AMP Power Panel / Must have with Eemax or 24k BTU Condenser	425.00		$ -
	Eemax Tankless On Demand Water Heater **ADD 200 AMP Panel**	865.00		$ -
	Rinnai Tankless Natural Gas Water Heater	1,255.00		$ -
	Rinnai Tankless Propane Water Heater	1,255.00		$ -
AC Options	Gree 24k BTU Condenser Three 9000 BTU Air Handlers in Loft **ADD 200 AMP Panel**	1,775.00		$ -
	Mitusubishi 20k BTU Condenser Dua. 10,000 BTU Air Handlers	789.00		$ -
Electrical Options	USB Outlet, EACH	49.50		$ -
	TV Outlet, EACH	49.50	2	$ 99.00
	Ethernet Outlet, EACH	49.50		$ -
	Motion Switch, EACH	49.50		$ -
	Dimmer Switch, EACH	49.50		$ -
	Bedside Light Switch, EACH	49.50		$ -
	Add 4" LED Lights, EACH	105.00		$ -
	120 Volt Outlet Indoor, EACH	49.50		$ -
	120 Volt Outlet Outdoor, EACH	125.00	1	$ 125.00
	30 AMP Power outlet - Specify 120V or 220V	162.80		$ -
	Wire and Plumb for Central HVAC	325.00		$ -
	Indoor Ceiling Fan	210.00	1	$ 210.00
Fireplace Option	Fireplace, Electric with Hearth	1,255.00		$ -
	Accent Wall / Feature Wall Behind Fireplace	375.00		$ -
	Fireplace, Woodburning Double sided Living Room / Porch	12,200.00		$ -
Porch Options	Composite Porch Decking	2,139.50		$ -
	Ceiling Fan, Outdoor (Porch) with 12" down rod	325.00		$ -
	Fireplace, Gas Porch	4,275.00		$ -
	Screened-in Porch	1,645.00		$ -
	Double Porch Sun Room	9,500.00		$ -
	Double Porch Same as Front Porch	6,500.00		$ -
	Railing, Loft - Stainless Cable	1,850.00		$ -
	Railing, Porch, Stainless Cable	2,250.00		$ -
	Sky Porch	12,675.00		$ -
	Porch Knee Wall	3,500.00		$ -
Insulation Options	Insulation Floor plus 2" to R22	550.00		$ -

Jeff Clemons
Chairman

Kerry Watson
Commissioner, District 1

Garry Marchman
Commissioner, District 2

Cullman County COMMISSION

Kelly Duke
Commissioner, District 3

Corey Freeman
Commissioner, District 4

John Bullard
County Administrator

Members of the Cullman

County Commission

Chairman Jeff Clemons

RE: Opinion on Applicability of Executive Session

Dear Commissioners and Chairman:

I am writing to advise the Members of the Cullman County Commission as follows:

___ That I have reviewed the matter on which the Commission is considering convening an executive session for discussion on the general reputation, character, physical condition, mental health, professional competence of an individual, or job performance of a public employee which is not required by Alabama law to file a Statement of Economic Interest, and have determined that, in my legal opinion, this matter is appropriate for executive session under Section 7 of Act No. 2005-40

___ That I have reviewed the matter on which the Commission is considering convening an executive session for discussion of the discipline or dismissal of, or to hear formal written complaints or charges brought against a public employee or an individual, corporation, partnerships, or legal entity subject to the regulation of the governmental body and have determined that, in my legal opinion, this matter is appropriate for executive session under Section 7 of Act No. 2005-40.

___ That I have reviewed the matter on which the Commission is considering convening an executive session for discussion with legal counsel regarding a legal matter or to meet or confer with a mediator or arbitrator, and have determined that, in my legal opinion, this matter is appropriate for executive session under Section 7 Act No. 2005-40.

___ That I have reviewed the matter on which the Commission is considering convening an executive session for discussion of security matters and have determined that, in my legal opinion, this matter is appropriate for executive session under Section 7 of Act No. 2005-40.

___ That I have reviewed the matter on which the Commission is considering convening an executive session to discuss matters related to a criminal investigation and/or matters which may reveal the identity of an undercover law enforcement agent or informer. It is my opinion, and I am advising the Commission that this discussion would imperil effective law enforcement if conducted outside of executive session, and that under authority granted under Section 7 of Act No. 2005-40, this body may convene an executive session for this discussion.

X That I have reviewed the matter on which the Commission is considering convening an executive session to discuss matters related to the discussion of the price to offer or accept for the purchase, sale, exchange, lease, of and/or the market value of real property and have determined that, in my legal opinion, this matter is appropriate for executive session under Section 7(a)(6) of Act No. 2005-40.

___ That I have reviewed the commerce or trade matter which the Commission proposes to discuss in executive session. It is my opinion that an executive session is authorized for this discussion under Section 7 (a)(7) of Act No. 2005-40, and that it will have a detrimental effect upon the competitive position of the Cullman County Commission of Cullman County or will reveal information protected by the Alabama Trade Secrets Act if the discussion is conducted outside of executive session.

___ That the County Commission may properly convene an executive session for the discussion of pending negotiations with a group of County employees under Section 7(a)(8) of Act No. 2005-40, and that there would be a detrimental effect upon the negotiating position of Cullman County if discussions of this matter were conducted outside of an executive session.

___ That I have reviewed the matter on which the Commission is considering convening an executive session and that the governmental body is acting as a "quasi-judicial body" and may enter into executive session to deliberate and discuss evidence or testimony presented during a public or contested case hearing.

Pursuant to Section 7 of Act No. 2005-40, a copy of this letter should be attached to the minutes of the County Commission meeting wherein the body considers a motion to convene an executive session to discuss this matter.

Sincerely,

Emily Niezer Johnston

Emily Niezer Johnston
Attorney for Cullman County

500 Second Avenue, S.W., Room 105 Cullman, Alabama 35055 Phone (256) 775-4878 Fax (256) 739-3525
www.co.cullman.al.us