Water Dept.

CONGRATULATIONS ON YOUR RETIREMENT

Kip James

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

July 1997 – October 2024

CULLMAN COUNTY COMMISSION

RESOLUTION: 2025-01

WHEREAS, the Cullman County Commission, acting by and through its Chairman, proposes to apply for $15,000,000.00 in Bridge Investment Program (BIP) funds to rehabilitate Duncan Bridge (Big Bridge) located on County Road 222, over Smith Lake, in Cullman County.

NOW, THEREFORE, be it resolved by the Cullman County Commission as follows:

THAT, THE CHAIRMAN, is hereby authorized to execute and submit an application with appropriate assurances to the United States Department of Transportation (USDOT), requesting Fiscal Year 2025 BIP funds in the amount of $15,000,000.00 to assist in rehabilitating Duncan Bridge (Big Bridge) located on County Road 222, over Smith Lake, in Cullman County, and

That, the Cullman County Commission is committed to providing in-kind and/or cash match in the amount of $3,000,000.00 in support of this application.

READ AND ADOPTED this the **17th** day of **September 2024**.

SIGNED FOR THE CULLMAN COUNTY COMMISSION:

By: _____
Chairman

Attest:

_____
County Administrator

Resolution 2025-02

To Award Bid for Taxiway Pavement Maintenance at the Cullman Regional Airport

WHEREAS, bids (PW2024-10) were opened on September 19, 2024, at 2:00 p.m. for Taxiway Pavement Maintenance at the Cullman Regional Airport; and

WHEREAS, the Cullman County Commission has evaluated the bids received and has determined that Ameriseal of Ohio, Inc., is the lowest responsible bidder in the amount of $201,394.00; and

BE IT RESOLVED by the Cullman County Commission that the bid for Taxiway Pavement Maintenance at the Cullman Regional Airport be hereby awarded to Ameriseal of Ohio, Inc. in the amount of $201,394.00

ADOPTED BY THE CULLMAN COUNTY COMMISSION this the 17th day of October 2024.

Attest:

Tiffany Merriman,
County Clerk

Jeff Clemons,
Chairman

Kerry Watson,
Commissioner

Garry Marchman,
Commissioner

Kelly Duke,
Commissioner

Corey Freeman,
Commissioner

RESOLUTION 2025-03

WHEREAS, Cullman County is a member of the Association of County Commissions of Alabama Workers' Compensation Self-Insurers Fund ("the Fund") on Oct. 1, 2024; and

WHEREAS, the County's participation in the Fund has been a significant benefit to the County since becoming a member; and

WHEREAS, the representation and service provided by the Fund continues to be in the best interest of Cullman County and its officials and employees; and

WHEREAS, the Fund is providing a 2024 Longevity Bonus to those County participants who remain active members of the Fund through at least Sept. 30, 2027; and

WHEREAS, Cullman County would benefit by voluntarily agreeing to extend its contracted annual participation in the Fund for a three-year period concluding on Sept. 30, 2027, at which time the provisions of the existing contract between Cullman County and the Fund will remain in force unless altered as provided therein.

NOW, THEREFORE, BE IT RESOLVED by the Cullman County Commission that it renews its participation in the Fund through Sept. 30, 2027, and hereby directs its Chair to immediately provide a copy of this resolution to the Fund.

AND, BE IT FURTHER RESOLVED, by the Cullman County Commission that, should it voluntarily withdraw from the Fund prior to Sept. 30, 2027, it agrees to return the 2027 Longevity Bonus provided by the Fund, plus five (5) percent annual interest.

Adopted this the 17th day of October 2024.

County Commission Chairperson

Sponsored By

ACCA
Association of County Commissions of Alabama

ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA
WORKERS' COMPENSATION SELF-INSURERS FUND

TO: ACCA Workers' Compensation Self-Insurers Fund (WCSIF) Members

FROM: Sonny Brasfield, ACCA, Executive Director

DATE: September 1, 2024

RE: WCSIF Trustees Approve County Members' Refund and One-Time Longevity Bonus

Each year at this time the Board of Trustees of the ACCA Workers' Compensation Self-Insurers Fund evaluates the overall financial condition of the program and considers a refund of investment earnings to each participant. This year, the trustees have approved a refund of $1.5 million, which will be distributed following the payment of all premium contributions. We congratulate you and the other Fund members on another outstanding year.

In addition, the trustees also approved a one-time program that provides eligible county Fund members with the ability to receive an additional refund equal to 10 percent of FY2024's estimated premium contribution. This one-time program is further evidence of the Fund's financial strength and commitment to providing the most cost-effective service to Alabama counties.

To be eligible for what we are calling the 2027 Longevity Bonus, a county commission must elect to continue its participation in the Fund through at least Sept. 30, 2027. Today all counties participate in the workers' compensation program through a one-year contract that automatically renews unless cancelled by the county within the time frames set out by the contract. The 2027 Longevity Bonus program will not void or repeal this contract but will only be a commitment not to exercise your ability to withdraw for at least the next three years.

By agreeing to be a participant for at least the next three years, counties are expressing their long-term commitment to the program, and, in exchange, the trustees are providing a return of a portion of this year's estimated premium-contribution as evidence of their commitment to provide further improvements in the next three years. Again, we congratulate you on the part you have played in making this exciting program possible.

We have enclosed a draft resolution for your consideration. Counties adopting and returning the resolution to us **before Dec. 1, 2024,** will be eligible for the one-time distribution. The payments will be made following the remittance of premium contributions by all county Fund members. We anticipate that this will be on April 1, 2025.

Please send your signed resolution to: **ACCA WCSIF, c/o CRS, P.O. Box 589, Montgomery, AL 36101.**

We hope you will consider being a part of the 2024 Longevity Bonus program and, as always, if you have any questions, please contact Henry van Arcken at 334-263-7594.

RESOLUTION AND ORDER 2025-04

A RESOLUTION AND ORDER CONFIRMING AND RATIFYING THE LEVY OF THE COUNTYWIDE SCHOOL SALES TAX IN CULLMAN COUNTY

BE IT RESOLVED AND ORDERED by the Cullman County Commission (herein called "the Commission"), the governing body of Cullman County (herein called "the County"), as follows:

Section 1. Findings. The Commission hereby finds and declares as follows:

(a) that there is levied in the County, pursuant to Section 40-12-4 of the Code of Alabama 1975, as amended, an election held in the County on March 13, 2012, and a resolution of the Commission adopted on March 27, 2012, a special privilege license or excise tax at the basic rate of ½ of 1% (herein called "the Sales Tax"), the proceeds of which are allocated and apportioned among the various boards of education in the County; and

(b) that the Cullman City Board of Education (herein called "the Board") has reported to the Commission that the Board proposes (i) to issue its Special Tax School Warrants, Series 2024-A, in the approximate combined principal amount of $30,415,000 (herein called "the Warrants"), for the purpose of financing and refinancing the costs of various public school capital improvements within the City of Cullman, and (ii) to pledge, for the payment of the principal of and interest on the Warrants, that portion of the proceeds of the Sales Tax presently being allocated, apportioned and paid to the Board.

Section 2. Pledge. The County hereby pledges to the Board and to the registered owners of the Warrants, the Board's allocated or apportioned share of the Sales Tax and agrees that it shall continue to levy and provide for the collection of the Sales Tax at rates not less than the rates presently in effect and to pay the Board's share of the Sales Tax over to the Board until the final retirement of the Warrants, now expected to occur on or before March 1, 2054.

ADOPTED this 17th day of October, 2024.

Chairman, Cullman County Commission

Member, Cullman County Commission

Member, Cullman County Commission

Member, Cullman County Commission

Member, Cullman County Commission

RESOLUTION 2025-05

KIM J. CHANEY

WHEREAS, Kim J. Chaney has dedicated his professional life to the betterment of the citizens of Cullman County, and the State of Alabama, by consistently placing the needs of juveniles at the forefront of his decision-making process; and,

WHEREAS, Kim J. Chaney was first elected to serve as District Judge by the citizens of Cullman County, first taking office in January of 1993. Judge Chaney was elected to this office on five separate occasions, serving this community for twenty-seven years; and,

WHEREAS, he was one of the first Judges in the State of Alabama to utilize the Alabama Community Corrections Act to form the Cullman Community Corrections Office; and,

WHEREAS, he co-founded a Juvenile Wilderness Program physically located in Walker County, to serve the juveniles of Cullman County, as well as those from several other counties in the northern portion of the State of Alabama; and,

WHEREAS, he served as a charter member of "Cullman Caring for Kids," as well as numerous state projects, local boards, and foundations, all of which existed to promote issues impacting the youth of Cullman County, and the State of Alabama; and,

WHEREAS, as the Presiding Juvenile Court Judge for the 32nd Judicial Circuit, he was the appointing authority and administrator for all local Juvenile Probation officers; and,

WHEREAS, as the chair for the Juvenile Coordinating Council, he assisted with the provision of services to impact the health, safety, education, and families for all juveniles and adolescents in Cullman County. This Council was instrumental in the development of numerous juvenile projects and programs including the Alternative School programs for the city and county school systems, the Cullman County Juvenile Detention Facility, the At Risk Truancy Program, the Juvenile Court's partnership with The Bridge, a partnership with Decatur General West Hospital, the Juvenile Accountable Weekend Service (JAWS), the Juvenile Conference Committees, and the Court Appointed Special Advocate program (CASA) where 30 specially trained volunteers advocate for children involved with the Department of Human Resources. Further, he served as Chairman of NACY, Northwest Alabama Correction for Youth Authority, as well as the President of the Juvenile Court Judges' Association and the District Court Judges' Association; and,

WHEREAS, the naming of a facility is an appropriate recognition for such a distinguished individual; and,

NOW THEREFORE, IT IS HEREBY RESOLVED that the Cullman County Commission hereby names the Cullman County Juvenile Detention Center in honor of Kim J. Chaney; and,

BE IT FURTHER RESOLVED, by the Cullman County Commission that the Cullman County Juvenile Detention Center, which houses juveniles on a short-term basis, be officially named the Hon. Kim J. Chaney Juvenile Detention Center.

ADOPTED as of the 17th day of October, 2024.

Attest:

Tiffany Merriman,
County Clerk

Jeff Clemons,
Chairman

Kerry Watson,
Commissioner

Garry Marchman,
Commissioner

Kelly Duke,
Commissioner

Corey Freeman,
Commissioner

RESOLUTION 2025-06
ALLOCATING AMERICAN RESCUE PLAN ACT FUNDS, REVENUE REDUCTION FUNDS TO THE CONSTRUCTION OF BATHROOM FACILITY AT SMITH LAKE PARK.

WHEREAS, CULLMAN COUNTY Alabama (the "County") has received American Rescue Plan Act fiscal recovery funds ("ARPA funds") and is charged with ensuring that such funds are administered in accordance with state and federal law; and

WHEREAS, consistent with the final rule issued by the United States Department of Treasury on January 7, 2022, the County has elected to designated up to $10,000,000 of its ARPA funds as "Revenue Replacement funds"; and

WHEREAS, federal requirements allow the use of ARPA Revenue Replacement Funds for general government services provided State procurement law is followed and certain stipulations are met; and

WHEREAS, the CULLMAN County Commission plans to construct a bathroom facility at Smith Lake Park using ARPA Revenue Replacement Fund 298; and

WHEREAS, the CULLMAN County Commission (the "Commission") has determined that it would be appropriate to designate ninety-five thousand dollars in ARPA Revenue Replacement funds to construct a bathroom facility at Smith Lake Park in Cullman County using Traditions Roofing and Construction LLC ; and

WHEREAS, the Commission has determined that the expenditure of ARPA Revenue Replacement Funds to support the provision of parks and outdoor recreation in the County is an eligible and reasonable use of the County's ARPA Revenue Replacement funds.

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

1. The County hereby allocates the sum of ninety-seven thousand two hundred dollars from Fund 298, Revenue Replacement Fund.

2. The County Administrator is hereby delegated the authority to expend ARPA Revenue Replacement funds from the above-referenced vendor to support the government services described in this Resolution.

3. The Chairman is hereby authorized to execute a contract with Traditions Roofing and Construction, LLC, for the construction of bathroom facility at Smith Lake Park in Cullman County provided that the contract is consistent with this resolution, state and federal law, and the County's ARPA terms and conditions.

4. The payment of ARPA Revenue Replacement funds is contingent upon the availability and continued appropriation of these funds and in any event must be obligated by December 31, 2024, and expended by December 31, 2026.

IN WITNESS WHEREOF, the CULLMAN County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 17th day of October, 2024.

Chairman, CULLMAN County Commission

CONTRACT FOR SMITH LAKE BATHROOM PROJECT

This Contract, made and entered into this 17th day of October 2024, is by and between the Cullman County Commission (the County) and Traditions Roofing and Construction, LLC, (the Contractor), collectively referred to as the "Parties."

WHEREAS, consistent with the Public Works Law, codified under Title 39 of the Code of Alabama (1975), the County was not required to solicit bids for the construction of a bathroom facility located at Smith Lake Park, Cullman County, Alabama (the Project); and

WHEREAS, no bids were required pursuant to Code of Alabama (1975) § 39-2-2(a) ; and

WHEREAS, the County Commission is satisfied that the contractor will not exceed the non-bid amount as required under the Public Works Law.

NOW, THEREFORE, the parties agree to enter into this Contract for all goods and services relating to this Project under the following terms and conditions:

1. The purpose of this contract is for the construction of a bathroom facility located at the Smith Lake Park, Cullman County, Alabama. The bathroom facility will be of similar make and building specifications as those located at Stoney Lonesome OHV Park, and as set out below.

2. The Contract shall consist of this Contract, and any attachments or addenda thereto, the Notice to Contractor, any Plans and Specifications prepared by the Contractor and approved by the County, (collectively, the Contract Documents). The Contract Documents are hereby made a part of the Agreement as fully and to the same effect as the same had been set forth at length in this Contract.

3. The Contractor shall furnish and deliver all the materials and perform all the work and labor required for the construction and installation of said materials.

    a. The scope of work includes the installation of a bathroom facility and the following work:

- Site prep
    - Initial grading to level foundation area
    - Footings dug and backfilled in foundation area
    - Provide gravel for foundation area
    - Final grading of new driveway area
    - Foundation are roughly 30'W x 30'L
    - Driveway to be completed by County
- Foundation
    - Footings and slab to be finished to same specs as Stoney Lonesome OHV Park bath house facility
    - Control joints to be cut into finished slab
    - Concrete to be 3000psi mix
    - Slab dimensions to be approximately 30'W x 30'L x 8'H
- Framing
    - Wall framing to be smooth face CMU
    - Roof framing to be 2x6 rafters. Roof to be gabled shape

- Building dimensions to be approximately 30'W x 30'L x 8'H
- Dry Motor and Pump
- New AWG 32 Hydraulic Oil

- Electrical
  - Tie into existing power service on property
  - LED light fixtures to be installed in main bathroom areas and center building chase
  - GFCI electrical outlets to be installed in each bathroom area
  - Standard electrical outlets to be installed in center building chase
  - 1 exterior flood light to be installed on building
  - 1 exterior heater to be installed in center building chase
- Plumbing
  - Rough in plumbing for 8 toilet stalls, 2 urinal stalls, and 4 sinks
  - Plumbing fixtures install, hookup, and testing
    *County will bring water line to building
- Septic
  - 1000 gallon septic tank
  - 180' chamber system
- Finishes and Fixtures
  - 8 baked enamel dividers installed for toilet and urinal stalls
  - 2 double sink vanities
  - 8 commercial toilets
  - 2 commercial urinals
  - 1 water heater
  - ADA compliant grab bars, installed in 2 toilet stalls
  - 2 wall mounted paper towel dispensers
  - 2 surface mounted soap dispensers
  - 2 wall mounted commercial mirrors
  - 8 wall mounted commercial tissue paper dispensers
  - 3 steel entry doors for bathrooms and building chase
  - Walls to be painted similar to Stoney Lonesome OHV Park bath house facility
  - Floors to be finished similar to Stoney Lonesome OHV Park bath house facility
- Siding, Soffit, Fascia, and Gutters
  - Building exterior to be finished in a like manner to that of Stoney Lonesome OHV Park bath house facility
- Roofing
  - Prefinished standing seam metal roof system to be installed.

b. Contractor shall remove and dispose of all trash and debris from worksite.

c. All work performed shall be consistent with industry standards, all applicable codes, and shall be compliant with the Americans with Disabilities Act.

4. The total cost of all materials, resources, and work for the project as set forth in this contract shall not exceed $97,200. The County shall pay the Contractor on a basis as set out below for services in connection with this Agreement, the exact amount of $97,200 with 30% ($29,160) of this sum due upon signing of the contract; 30% ($29,160) due when the foundation is completed; 30% ($29,160) due upon completion of roofing and the final 10% upon completion of the project. All payments conditional upon approval of said incremental work by the contact for the County Commission.

5. The County agrees and promises to pay the Contractor for said work performed in compliance with the provisions of the Alabama Code (1975) §39-2-12, as work is completed in accordance with the

provisions of this Contract, upon presentation of proper certificates approved by the County and pursuant to the terms of the Contract.

6. The Contractor shall have acquired all materials needed to perform the scope of work prior to installation performing any onsite work. The Parties recognize that due to current supply chain issues some materials are not immediately available. The Contractor shall promptly notify the County when all materials have been acquired, which shall occur later than 30 days after the execution of this contract. Upon notification by the Contractor or the materials acquisition deadline, whichever is earlier, the County will issue a notice to proceed at which time the Contractor hereby agrees to begin work within fifteen (15) days of said notice. All work shall be completed within 90 days thereafter and shall be performed in such a manner as to limit the disruption to the County's normal operations.

7. All work shall be done in accordance with the laws of the State of Alabama under the direct supervision, and to the entire satisfaction of, the County's designated Point of Contact or his/her representatives.

8. The decision of the Point of Contact for the County upon any question connected with the execution of this Contract, or any failure or delay in the prosecution of the work by the Contractor, shall be final and conclusive.

9. All notices, reporting, or other communication required under the terms of this Contract shall be submitted to following, postage prepaid, as follows:

For the County:	**For the Contractor:**
Cullman County Commission Kenneth Cornelius, County Parks and Rec Director 500 Second Avenue SW, Room 105 Cullman, AL 35055	Traditions Roofing & Construction, LLC Paul Knetter 1034 Main Street #423 Gardendale, AL 35071

10. It is expressly understood that all or part of the cost of this contract may be made utilizing the participating county's American Rescue Plan Act ("ARPA") funds. Vendor certifies that it is not debarred or suspended from receiving federal funds and has an ongoing obligation to promptly report any such debarment or suspension to the Association should it arise during the term of this contract, including any renewal period. Any such debarment or suspension shall be cause for termination of this contract.

11. Contractor shall be compliant with all relevant federal, state, and local laws, regulations, and ordinances in the performance of this contract. With respect to conflicts of law principles, Alabama law shall apply to the services provided pursuant to this Contract. Relevant certifications as provided in Attachment A must be completed by the Contractor and provided as a perquisite to signing the Contract. At a minimum, Contractors must be compliant with the following:

    A. Section 31-13-1, *et seq.*, of the Code of Alabama (1975) imposes conditions on the award of county contracts. Firms must agree to fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. By submitting a bid, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

B. Section 41-16-5 of the Code of Alabama (1975) imposes conditions on the award of County contracts. The contractor must certify that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

C. In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act. This requirement applies to contracts entered into on or after October 1, 2023 if Supplier employs 10 or more employees and the contract could exceed $15,000 over the term of the contract. Under Section 2 of the Act, the written verification may be waived if the contracting governmental entity determines based on cost and quality factors that such a waiver is clearly in the best interest of the public.

D. Contractor agrees to comply with the requirements of section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the "Act"), regulations adopted by the U.S. Department of Treasury (Treasury) pursuant to section 603(f) of the Act, codified as 31 C.F.R. Part 35, and guidance issued by Treasury regarding the foregoing.

E. Federal regulations which are applicable to the County's ARPA award and may be applicable to this ITB include, without limitation, the following:

1. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension Non-procurement, 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 80 and Treasury's implementing regulation at 31 C.F.R. Part 19.

2. New Restrictions on Lobbying. Contractor must certify that it will not, and has not, used federal appropriated funds to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C § 1352.

3. Generally applicable federal environmental laws and regulations. Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). All violations must be reported to the County, Treasury, and the Regional Office of the Environmental Protection Agency.

4. Generally applicable anti-discrimination laws and regulations, including protections for whistleblowers relating to the use of federal funds.

5. For contracts/subcontracts over $100,000, work performed by mechanics and laborers is subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by 29 C.F.R. Part 5, including, specifically, safety standards, limitations on hours in a workweek and overtime for any work spent over 40 hours, and proper documentation for all employees.
    a. A contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek, except as

provided 40 U.S.C. Chapter 37; and

b. When a violation of clause (1) occurs, the contractor and any subcontractor responsible for the violation are liable
   a. to the affected employee for the employee's unpaid wages; and
   b. to the government, the District of Columbia, or a territory for liquidated damages as provided in the contract.

12. The following insurance and bonding, consistent with Alabama law, shall be required:

A. Consistent with Alabama Code (1975) § 39-1-1, Contractor shall, before commencing the work, execute a performance bond, with penalty equal to 100 percent of the amount of the contract price. In addition, another bond, payable to the awarding authority letting the contract, shall be executed in an amount not less than 50 percent of the contract price, with the obligation that the contractor or contractors shall promptly make payments to all persons supplying labor, materials, or supplies for or in the prosecution of the work provided in the contract and for the payment of reasonable attorneys' fees incurred by successful claimants or plaintiffs in civil actions on the bond.

B. Contractor, at its sole expense, shall obtain and maintain in full force insurance meeting the following standards to protect the Contractor and the County at limits and coverages specified below. The limits and coverages specified below are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the Contractor and the County.

i. All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A-VII and must be acceptable to the Commission. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the County for prior approval.

ii. Contractor shall name the County, its Commission, officers, appointees, employees, and agents as additional insured for claims arising out of the Contractor and/or any subcontractor(s) work. The naming of the additional insured does not obligate the additional insured to pay any premiums due.

iii. Policy Limits:

a. Worker's Compensation and Employers Liability as required by state law. The Workers Compensation Policy shall contain a Waiver of Subrogation in favor of the Cullman County Commission, its officers, appointees, employees, and agents.

b. Commercial General Liability - Combined single limit (bodily injury and property damage combined) as follows:

1. Each Occurrence	$150,000
2. Personal and Advertising Injury	$150,000
3. Products/completed	$150,000
4. Operation Aggregate	$150,000
5. General Aggregate	$500,000

Coverage to include premises and operations; personal injury and advertising injury; independent contractors; blanket contractual liability; explosion, collapse, and underground hazards; broad form property damage; products/completed operations (to

remain in effect for 24 months beyond completion and acceptance by owner of the project, whichever is later).

c. Automobile Liability to cover all owned, non-owned, and hired vehicles with a combined single limit (bodily injury and property damage combined):

1.	Per person	$250,000
2.	Per occurrence	$500,000
3.	For property damage, per occurrence	$100,000

C. Indemnity and Liability. Under this section the term County shall include Cullman County, the Cullman County Commission, the officers, appointees, department heads, agents, and employees of the Cullman County Commission.

i. The County shall not be liable for any injury to the person or property of any person, firm, or corporation resulting directly or indirectly from Contractor's performance of the contract, and the Contractor assumes full and complete responsibility, therefore.

ii. As allowed by law, the Contractor shall further indemnify, defend, and hold the County safe and harmless from any and all liability, lawsuits, judgments, attorney fees, and other costs incurred by the County in defending any claim or lawsuit made against the County by any person, firm, or corporation arising directly or indirectly out of any work performed by the Contractor pursuant hereto or any breach or alleged breach of duty or responsibility of the Contractor related thereto.

13. If any portion of this contract is held to be invalid by a court of competent jurisdiction, the offending portion of the contract shall be stricken, and the remaining terms and conditions shall remain in full force and effect.

Executed on this the 17th day of October 2024.

Cullman County Commission

Chairman of the
Cullman County Commission

ATTEST

Traditions Roofing and Construction, LLC

Paul Knetter, Member

ATTEST

CERTIFICATE OF COMPLIANCE WITH ACT # 2023-409

RE: Contract (describe by number or subject) SMITH LAKE BATHROOM PROJECT **by and between the** CULLMAN **County Commission and** TRADITIONS ROOFING AND CONSTRUCTION LLC **(Contractor)**

The undersigned hereby certifies as follows:

1. The undersigned holds the position of Project Manager/member with the Contractor named above, is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of Act # 2023-409 of the Alabama Legislature.

2. The Contractor is a for-profit entity, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company with 10 or more full-time employees.

3. The Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract, engage in economic boycotts. Without an ordinary business purpose, the Contractor does not and will not refuse to deal with, terminate business activities with, or otherwise take any commercial action that is intended to penalize or inflict economic harm on a company solely because the company, without violating controlling law or regulation, does any of the following:

    a) Engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy, timber, mining, or agriculture.

    b) Engages in, facilitates, or supports the manufacture, import, distribution, marketing or advertising, sale, or lawful use of firearms, ammunition, or component parts and accessories of firearms or ammunition.

    c) Does not meet, is not expected to meet, or does not commit to meet environmental standards or disclosure criteria, in particular to eliminate, reduce, offset, or disclose greenhouse gas emissions.

    d) Does not meet, is not expected to meet, or does not commit to meet corporate employment or board composition, compensation, or disclosure criteria.

    e) Does not facilitate, is not expected to facilitate, or does not commit to facilitate access to abortion or sex or gender change surgery, medications, treatment, or therapies.

Certified this 21ST day of October, 2024.

Signature of Contractor's Authorized Representative

Paul Kretter, Member

Printed Name and Title of Contractor's Authorized Representative

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

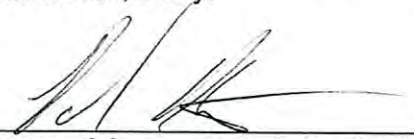
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, TRADITIONS ROOFING AND CONSTRUCTION, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Paul Knettel

Name and Title of Contractor's Authorized Official

10/21/24

Date

State of ALABAMA)
County of CULLMAN)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by ACT 2012-491)

DATE: 10/21/24

RE Contract/Grant/Incentive (describe by number or subject):
SMITH HALL BATHROOM PROJECT by and between
TRADITIONS ROOFING AND CONSTRUCTION, LLC (Contractor/Grantee) and
CULLMAN COUNTY COMMISSION (State Agency, Department or Public Entity

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of MEMBER with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

   BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

   a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

   b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

   EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

✓ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

___ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this 21st day of October 2024

Paul Knetter
Name of Contractor/Grantee/Recipient

By: _____

Its MEMBER

The above Certification was signed in my presence by the person whose name appears above, on this 21st day of October 2024.

WITNESS: _____

Brad Wilson
Printed Name of Witness

Attachment A
REQUIRED FORMS

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312

DATE: 10/21/24

Re: Contract/Grant/Incentive (describe by number or subject):

SMITH LAKE PARK BATHROOM PROJECT by TRADITIONS ROOFING AND CONSTRUCTION, LLC and between CULLMAN COUNTY (Contractor/Grantee) and _____ (State Agency, Department or Public Entity.

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of MEMBER with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of Alabama's Act 2016-312.
2. In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Certified this 21ST day of October, 2024.

Paul Knetter
Name of Contractor/Grantee/Recipient

By: _____

Its: Member

The above Certification was signed in my presence by the person whose name appears above on this 21st day of October, 2024

Witness: _____
Brad Wilson
Printed Name of Witness

Resolution 2025-07

The Cullman County Commission authorizes the permit of funds originally deposited for the benefit of this participant county with the Tennessee Valley Youth Services, under Alabama Code 12-15-215, to stay within the account of the Tennessee Valley Youth Services for the purpose of facility maintenance in lieu of distribution of funds back to the participant County.

Attest:

Tiffany Merriman,
County Clerk

Jeff Clemons,
Chairman

Kerry Watson,
Commissioner

Garry Marchman,
Commissioner

Kelly Duke,
Commissioner

Corey Freeman,
Commissioner

CULLMAN COUNTY COMMISSION

Tentative Commission Meeting Dates for 2025

Month	Date	Time	Location
January 2025	Thursday, January 23	6:00 pm	Commission Meeting Room
February 2025	Thursday, February 20	6:00 pm	Commission Meeting Room
March 2025	Tuesday, March 18	6:00 pm	Commission Meeting Room
April 2025	Tuesday, April 15	6:00 pm	Commission Meeting Room
May 2025	Tuesday, May 20	6:00 pm	Commission Meeting Room
June 2025	Tuesday, June 17	6:00 pm	Commission Meeting Room
July 2025	Tuesday, July 15	6:00 pm	Commission Meeting Room
August 2025	Tuesday, August 12	6:00 pm	Commission Meeting Room
September 2025	Tuesday, September 16	6:00 pm	Commission Meeting Room
October 2025	Tuesday, October 21	6:00 pm	Commission Meeting Room
November 2025	Tuesday, November 18	6:00 pm	Commission Meeting Room
December 2025	Tuesday, December 16	6:00 pm	Commission Meeting Room

*** Meetings are normally held on the third Tuesday of each month unless there is a Monday holiday, then it is held on Thursday of that week.**

*** August is moved up one week due to ACCA conference.**

THE HARTFORD
THE HARTFORD
P.O. BOX 5600
HARTFORD CT 06102-5600

PREMIUM NOTICE

ASSIGNED RISK – WORKERS COMPENSATION INSURANCE

Date of Bill: 09-23-24
Policy Number: 6R203121

DIRECT INQUIRIES TO:
THE HARTFORD
P.O. BOX 5600
HARTFORD CT 06102-5600

1-800-453-9843

CULLMAN COUNTY ASSOCIATION OF
VOLUNTEER FIRE DEPARTMENTS
500 2ND AVE SW RM 202
CULLMAN AL 35055-4136

Amount Due	$ 13268
Date Due	11-17-24
Expiration Date	12-01-24

PRODUCER: KNIGHT FREE INS AGCY

TRANSACTION DESCRIPTION	AMOUNT
AMOUNT NEEDED FOR RENEWAL:	$ 13268

Your policy will expire on the expiration date if the renewal premium is not paid prior to the due date. If the required deposit is received by us within 60 days after policy expiration, your renewal will be effective the day after the U.S. postmark date appearing on the renewal deposit envelope or the day after electronic or telephonic submission. Monies received for deposit more than 60 days after the expiration date will be returned and the policy will not be renewed.

You are able to self-service your policy online. If you haven't already, please visit www.travelers.com/register in order to register and view your policy, make a payment, request loss runs and certificates of insurance, and more!

Renewal payments can also be made electronically at www.travelers.com/expresspay, by phone at 1-800-443-4404, or by detaching the payment stub and mailing to the return address below.

RETURN PAYMENT STUB

Make checks payable to ***THE HARTFORD*** *and write your policy number on the check.*

Payment From:

CULLMAN COUNTY ASSOCIATION OF
VOLUNTEER FIRE DEPARTMENTS

THE HARTFORD
DEPT 98702
PO BOX 660347
DALLAS TX 75266-0347

Policy Number: 6R203121

EXPIRATION DATE 12-01-24
DATE DUE 11-17-24
AMOUNT DUE $ 13268
AMOUNT ENCLOSED

91361832303331323119444444419444444000000000001326800000098702000000000087

05G 26PKF AL

WIAT5J22

014143

ALABAMA DEPARTMENT OF YOUTH SERVICES
AGENCY GRANT AGREEMENT
Fiscal Year 2024 – 2025

The Alabama Department of Youth Services hereby awards to

Cullman County Commission
(Fiscal Agent, hereinafter called Recipient)

the amount of ***One hundred sixty-six thousand two hundred and no/100 dollars ($166,200.00).***

These funds shall be used for non-residential diversion services for ***Lauderdale County*** youth who would otherwise be committed to the Alabama Department of Youth Services (DYS). Based on youth needs, the ***Lauderdale County Juvenile Court (LCJC)*** will develop or collaborate in the development of a diversion program, which may include the identification and selection of community providers. As a result of the interventions funded by these monies and based on the estimates provided in the grant application, the parties expect that this program will provide diversion services to **20** youth annually with an ongoing capacity of **10** youth at any given time. Thereby aiding in a reduction of county commitments to DYS (including CLIMB, formerly known as HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses). To assist juvenile courts in the provision of services for children in need of supervision (CHINS), DYS will permit the program to provide diversion services to no more than **10%** of youth with CHINS offenses.

These funds shall be utilized for the following purpose/activities:

The Lauderdale County Transitions Program offers highly individualized services to adolescents experiencing behavioral and legal issues. Services include needs assessments, treatment plans, family needs assessment, clinical group and individual therapy, in-home services, parenting education, transportation and supervision for community service projects, and family counseling and anger management therapy and follow-up care. These services are provided as an alternative to DYS commitment for youth within the Lauderdale County community. Lauderdale Co Juvenile Court and the Cullman Co Commission shall contract with The Bridge, Inc. to administer these services.

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (CLIMB or regular DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
    - Males / Females between the ages of 12 – 18
    - Delinquent youth with a medium to high risk of re-arrest, as determined by the risk assessment instrument available on the DYS website
- Be developed by or in collaboration with the ***Lauderdale County Juvenile Court (LCJC).***
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program (GIMS outcome measures).
- Maintain data on program participants as required in the DYS Grantee Information Management System database (GIMS) on a monthly basis.
- Produce an annual report for the October - September fiscal year by utilizing the form available on the DYS website. Each such completed annual report shall be made available to the Alabama Department of Youth Services by November 30. Decisions about renewing grants may be made based on the courts' ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or CLIMB.

To ensure fiscally responsible management of state funds, quarterly evaluative criteria are integral to the diversion grant funding process. These criteria include, at a minimum, program adherence to youth capacity, annual numbers, average length of stay, successful completion rates, CHINS percentage limitations, strengths-based treatment approaches, services as outlined in the application, and acceptable outcome measures for the program as a whole. At any given time within a quarter, program population numbers will be reviewed. If at the time of review the total number of youth reported in the GIMS is below 50% of the maximum capacity, an initial warning will be provided. If a subsequent review during the following quarter indicates that the program population remains below 50% maximum capacity, the program may receive a 25% reduction in funding for the following quarter(s). Program and/or designated court representatives will be given an opportunity to explain the low population numbers. However, final reduction determinations will be made by DYS administration.

Both the ***LCJC*** and DYS acknowledge that this Award may be terminated at will by the ***LCJC*** or DYS for any reason. Any funds remaining from the award shall be returned to DYS upon the termination of said award.

The grant award contained herein is payable in installments, subject to the availability of funds and adjustments by the Alabama Department of Youth Services, as it deems necessary or advisable. All parties agree that prior year funds may be available to fund this program and have and/or will be applied to the total grant award. Any unexpended grant fund amounts shall be reported to DYS no later than November 1st. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this agreement, the contracting parties, including sub-contractors, agree that representatives of the Department of Youth Services will conduct site visits (both announced and unannounced), and that all records pertaining to the program, including financial records will be made available for review. At a minimum, these records would include: court referrals, JPO reports, service plans, progress notes and termination summaries.

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the grant application, and applicable rules, regulations and conditions as set forth by the Department. This agreement is for a one-year period and may be extended for an additional year. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: _____
Steven P. Lafreniere
Executive Director

BY: _____
Legal Review
Approved as to form only

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the _____ day of _____, 2024.

BY: _____
Diversion Program (Director/Agent)

BY: _____
Cullman County Commission (Fiscal Agent)

ALABAMA DEPARTMENT OF YOUTH SERVICES
AGENCY GRANT AGREEMENT
Fiscal Year 2024– 2025

The Alabama Department of Youth Services hereby awards to

Cullman CountyCommission
(Fiscal Agent, hereinafter called Recipient)

the amount of ***One hundred ninety-nine thousand eighty-eight and no/100 dollars ($199,088.00).***

These funds shall be used for non-residential diversion services for ***Cullman County*** youth who would otherwise be committed to the Alabama Department of Youth Services (DYS). Based on youth needs, the ***Cullman County Juvenile Court (CCJC)*** will develop or collaborate in the development of a diversion program, which may include the identification and selection of community providers. As a result of the interventions funded by these monies and based on the estimates provided in the grant application, the parties expect that the program will provide diversion services to **16** youth annually with an ongoing capacity of **8** youth at any given time. Thereby aiding in a reduction of county commitments to DYS (including CLIMB, formerly known as HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses). To assist juvenile courts in the provision of services for children in need of supervision (CHINS), DYS will permit the program to provide diversion services to no more than **10%** of youth with CHINS offenses.

These funds shall be utilized for the following purpose/activities:

The Cullman County Youth Advocate Program (YAP) is a community-based program that stems on working in concert with the family, the community, and other referring agencies to develop and implement individualized service plans and assessments. Service plans include strength-based practices, the wraparound approach, family group conferencing and positive youth development. Each youth is assigned a supportive adult role model or advocate. Youths that are eligible to work are assisted with job seeking skills and transportation to secure and maintain employment. This program shall provide services to Cullman County youth.

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (CLIMB or regular DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
    - Males / Females between the ages of 12 – 17
    - Delinquent youth with a medium to high risk of re-arrest, as determined by the risk assessment instrument available on the DYS website
- Be developed by or in collaboration with the ***Cullman County Juvenile Court (CCJC).***
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program.
- Maintain data on program participants as required in the DYS Grantee Information Management System database (GIMS) on a monthly basis (GIMS outcome measures).
- Produce an annual report for the October - September fiscal year by utilizing the form available on the DYS website. Each such completed annual report shall be made available to the Alabama Department of Youth Services by November 30. Decisions about renewing grants may be made based on the courts' ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or CLIMB.

To ensure fiscally responsible management of state funds, quarterly evaluative criteria are integral to the diversion grant funding process. These criteria include, at a minimum, program adherence to youth capacity, annual numbers, average length of stay, successful completion rates, CHINS percentage limitations, strengths based treatment approaches, services as outlined in the application, and acceptable outcome measures for the program as a whole. If at the time of review the total number of youth reported in the GIMS is below 50% of the maximum capacity, an initial warning will be provided. If a subsequent review during the following quarter indicates that the program population remains below 50% maximum capacity, the program may receive a 25% reduction in funding for the following quarter(s). Program and/or designated court representatives will be given an opportunity to explain the low population numbers. However, final reduction determinations will be made by DYS administration.

Both CCJC and DYS acknowledge that this Award may be terminated at will by CCJC or DYS for any reason. Any funds remaining from the award shall be returned to DYS upon the termination of said award.

The grant award contained herein is payable in installments, subject to the availability of funds and adjustments by the Alabama Department of Youth Services, as it deems necessary or advisable. All parties agree that prior year funds may be available to fund this program and have and/or will be applied to the total grant award. Any unexpended grant fund amounts shall be reported to DYS no later than November 1st. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this agreement, the contracting parties, including sub-contractors, agree that representatives of the Department of Youth Services will conduct site visits (both announced and unannounced), and that all records pertaining to the program, including financial records will be made available for review. At a minimum, these records would include: court referrals, JPO reports, service plans, progress notes and termination summaries.

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the grant application, and applicable rules, regulations and conditions as set forth by the Department. This agreement is for a one-year period and may be extended for an additional year. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: _____

Steven P. Lafreniere
Executive Director

BY: _____

Legal Review
Accepted as to form only.

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the 2nd *day of* October, *2024.*

BY: Carla Powell

Diversion Program (Director/Agent)

Carla Powell
Chief Growth and Development Officer
Youth Advocate Programs, Inc

BY: _____

Cullman County Commission (Fiscal Agent)

ALABAMA DEPARTMENT OF YOUTH SERVICES
AGENCY GRANT AGREEMENT
Fiscal Year 2024– 2025

The Alabama Department of Youth Services hereby awards to

Cullman CountyCommission
(Fiscal Agent, hereinafter called Recipient)

the amount of ***One hundred ninety-nine thousand eighty-eight and no/100 dollars ($199,088.00).***

These funds shall be used for non-residential diversion services for ***Cullman County*** youth who would otherwise be committed to the Alabama Department of Youth Services (DYS). Based on youth needs, the ***Cullman County Juvenile Court (CCJC)*** will develop or collaborate in the development of a diversion program, which may include the identification and selection of community providers. As a result of the interventions funded by these monies and based on the estimates provided in the grant application, the parties expect that the program will provide diversion services to **16** youth annually with an ongoing capacity of **8** youth at any given time. Thereby aiding in a reduction of county commitments to DYS (including CLIMB, formerly known as HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses). To assist juvenile courts in the provision of services for children in need of supervision (CHINS), DYS will permit the program to provide diversion services to no more than **10%** of youth with CHINS offenses.

These funds shall be utilized for the following purpose/activities:

The Cullman County Youth Advocate Program (YAP) is a community-based program that stems on working in concert with the family, the community, and other referring agencies to develop and implement individualized service plans and assessments. Service plans include strength-based practices, the wraparound approach, family group conferencing and positive youth development. Each youth is assigned a supportive adult role model or advocate. Youths that are eligible to work are assisted with job seeking skills and transportation to secure and maintain employment. This program shall provide services to Cullman County youth.

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (CLIMB or regular DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
    - Males / Females between the ages of 12 – 17
    - Delinquent youth with a medium to high risk of re-arrest, as determined by the risk assessment instrument available on the DYS website
- Be developed by or in collaboration with the ***Cullman County Juvenile Court (CCJC).***
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program.
- Maintain data on program participants as required in the DYS Grantee Information Management System database (GIMS) on a monthly basis (GIMS outcome measures).
- Produce an annual report for the October - September fiscal year by utilizing the form available on the DYS website. Each such completed annual report shall be made available to the Alabama Department of Youth Services by November 30. Decisions about renewing grants may be made based on the courts' ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or CLIMB.

To ensure fiscally responsible management of state funds, quarterly evaluative criteria are integral to the diversion grant funding process. These criteria include, at a minimum, program adherence to youth capacity, annual numbers, average length of stay, successful completion rates, CHINS percentage limitations, strengths based treatment approaches, services as outlined in the application, and acceptable outcome measures for the program as a whole. If at the time of review the total number of youth reported in the GIMS is below 50% of the maximum capacity, an initial warning will be provided. If a subsequent review during the following quarter indicates that the program population remains below 50% maximum capacity, the program may receive a 25% reduction in funding for the following quarter(s). Program and/or designated court representatives will be given an opportunity to explain the low population numbers. However, final reduction determinations will be made by DYS administration.

Both CCJC and DYS acknowledge that this Award may be terminated at will by CCJC or DYS for any reason. Any funds remaining from the award shall be returned to DYS upon the termination of said award.

The grant award contained herein is payable in installments, subject to the availability of funds and adjustments by the Alabama Department of Youth Services, as it deems necessary or advisable. All parties agree that prior year funds may be available to fund this program and have and/or will be applied to the total grant award. Any unexpended grant fund amounts shall be reported to DYS no later than November 1st. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this agreement, the contracting parties, including sub-contractors, agree that representatives of the Department of Youth Services will conduct site visits (both announced and unannounced), and that all records pertaining to the program, including financial records will be made available for review. At a minimum, these records would include: court referrals, JPO reports, service plans, progress notes and termination summaries.

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the grant application, and applicable rules, regulations and conditions as set forth by the Department. This agreement is for a one-year period and may be extended for an additional year. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: _____

Steven P. Lafreniere
Executive Director

BY: _____

Legal Review
Accepted as to form only.

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the 2nd *day of* October, *2024.*

BY: Carla Powell

Diversion Program (Director/Agent)

Carla Powell
Chief Growth and Development Officer
Youth Advocate Programs, Inc

BY: _____

Cullman County Commission (Fiscal Agent)

ALABAMA DEPARTMENT OF YOUTH SERVICES
AGENCY GRANT AGREEMENT
Fiscal Year 2024 – 2025

The Alabama Department of Youth Services hereby awards to

Cullman County Commission
(Fiscal Agent, hereinafter called Recipient)

the amount of ***Seventy-nine thousand six hundred eighty and no/100 dollars ($79,680.00).***

These funds shall be used for non-residential diversion services for ***Blount County*** youth who would otherwise be committed to the Alabama Department of Youth Services (DYS). Based on youth needs, the ***Blount County Juvenile Court (BCJC)*** will develop or collaborate in the development of a diversion program, which may include the identification and selection of community providers. As a result of the interventions funded by these monies and based on the estimates provided in the grant application, the parties expect that this program will provide diversion services to **6** youth annually with an ongoing capacity of **3** youth at any given time. Thereby aiding in a reduction of county commitments to DYS (including CLIMB, formerly known as HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses). To assist juvenile courts in the provision of services for children in need of supervision (CHINS), DYS will permit the program to provide diversion services to no more than **10%** of youth with CHINS offenses.

These funds shall be utilized for the following purpose/activities:

The Blount County Youth Advocate Program (YAP) is a community-based program that stems on working in concert with the family, the community, and other referring agencies to develop and implement individualized service plans and assessments. Service plans include strength-based practices, the wraparound approach, family group conferencing and positive youth development. Each youth is assigned a supportive adult role model or advocate. Youths that are eligible to work are assisted with job seeking skills and transportation to secure and maintain employment.

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (CLIMB or regular DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
    - Males / Females between the ages of 12 – 17
    - Delinquent youth with a medium to high risk of re-arrest, as determined by the risk assessment instrument available on the DYS website
- Be developed by or in collaboration with the ***Blount County Juvenile Court (BCJC).***
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program (GIMS outcome measures).
- Maintain data on program participants as required in the DYS Grantee Information Management System database (GIMS) on a monthly basis.
- Produce an annual report for the October - September fiscal year by utilizing the form available on the DYS website. Each such completed annual report shall be made available to the Alabama Department of Youth Services by November 30. Decisions about renewing grants may be made based on the courts' ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or CLIMB.

To ensure fiscally responsible management of state funds, quarterly evaluative criteria are integral to the diversion grant funding process. These criteria include, at a minimum, program adherence to youth capacity, annual numbers, average length of stay, successful completion rates, CHINS percentage limitations, strengths based treatment approaches, services as outlined in the application, and acceptable outcome measures for the program as a whole. At any given time within a quarter, program population numbers will be reviewed. If at the time of review the total number of youth reported in the GIMS is below 50% of the maximum capacity, an initial warning will be provided. If a subsequent review during the following quarter indicates that the program population remains below 50% maximum capacity, the program may receive a 25% reduction in funding for the following quarter(s). Program and/or designated court representatives will be given an opportunity to explain the low population numbers. However, final reduction determinations will be made by DYS administration.

Both the ***BCJC*** and DYS acknowledge that this Award may be terminated at will by the ***BCJC*** or DYS for any reason. Any funds remaining from the award shall be returned to DYS upon the termination of said award.

The grant award contained herein is payable in installments, subject to the availability of funds and adjustments by the Alabama Department of Youth Services, as it deems necessary or advisable. All parties agree that prior year funds may be available to fund this program and have and/or will be applied to the total grant award. Any unexpended grant fund amounts shall be reported to DYS no later than November 1st. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this agreement, the contracting parties, including sub-contractors, agree that representatives of the Department of Youth Services will conduct site visits (both announced and unannounced), and that all records pertaining to the program, including financial records will be made available for review. At a minimum, these records would include: court referrals, JPO reports, service plans, progress notes and termination summaries.

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the grant application, and applicable rules, regulations and conditions as set forth by the Department. This agreement is for a one-year period and may be extended for an additional year. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: _____
Steven P. Lafreniere
Executive Director

BY: _____
Legal Review
Approved as to form only

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the 2nd *day of* October, *2024.*

BY: Carla Powell
Diversion Program (Director/Agent)

Carla Powell
Chief Growth and Development Officer
Youth Advocatre Programs, Inc

BY: _____
Cullman County Commission (Fiscal Agent)

ALABAMA DEPARTMENT OF YOUTH SERVICES
AGENCY GRANT AGREEMENT
Fiscal Year 2024 – 2025

The Alabama Department of Youth Services hereby awards to

Cullman County Commission
(Fiscal Agent, hereinafter called Recipient)

the amount of ***Seventy-nine thousand six hundred eighty and no/100 dollars ($79,680.00).***

These funds shall be used for non-residential diversion services for ***Blount County*** youth who would otherwise be committed to the Alabama Department of Youth Services (DYS). Based on youth needs, the ***Blount County Juvenile Court (BCJC)*** will develop or collaborate in the development of a diversion program, which may include the identification and selection of community providers. As a result of the interventions funded by these monies and based on the estimates provided in the grant application, the parties expect that this program will provide diversion services to **6** youth annually with an ongoing capacity of **3** youth at any given time. Thereby aiding in a reduction of county commitments to DYS (including CLIMB, formerly known as HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses). To assist juvenile courts in the provision of services for children in need of supervision (CHINS), DYS will permit the program to provide diversion services to no more than **10%** of youth with CHINS offenses.

These funds shall be utilized for the following purpose/activities:

The Blount County Youth Advocate Program (YAP) is a community-based program that stems on working in concert with the family, the community, and other referring agencies to develop and implement individualized service plans and assessments. Service plans include strength-based practices, the wraparound approach, family group conferencing and positive youth development. Each youth is assigned a supportive adult role model or advocate. Youths that are eligible to work are assisted with job seeking skills and transportation to secure and maintain employment.

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (CLIMB or regular DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
    - Males / Females between the ages of 12 – 17
    - Delinquent youth with a medium to high risk of re-arrest, as determined by the risk assessment instrument available on the DYS website
- Be developed by or in collaboration with the ***Blount County Juvenile Court (BCJC).***
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program (GIMS outcome measures).
- Maintain data on program participants as required in the DYS Grantee Information Management System database (GIMS) on a monthly basis.
- Produce an annual report for the October - September fiscal year by utilizing the form available on the DYS website. Each such completed annual report shall be made available to the Alabama Department of Youth Services by November 30. Decisions about renewing grants may be made based on the courts' ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or CLIMB.

To ensure fiscally responsible management of state funds, quarterly evaluative criteria are integral to the diversion grant funding process. These criteria include, at a minimum, program adherence to youth capacity, annual numbers, average length of stay, successful completion rates, CHINS percentage limitations, strengths based treatment approaches, services as outlined in the application, and acceptable outcome measures for the program as a whole. At any given time within a quarter, program population numbers will be reviewed. If at the time of review the total number of youth reported in the GIMS is below 50% of the maximum capacity, an initial warning will be provided. If a subsequent review during the following quarter indicates that the program population remains below 50% maximum capacity, the program may receive a 25% reduction in funding for the following quarter(s). Program and or designated court representatives will be given an opportunity to explain the low population numbers. However, final reduction determinations will be made by DYS administration.

Both the ***BCJC*** and DYS acknowledge that this Award may be terminated at will by the ***BCJC*** or DYS for any reason. Any funds remaining from the award shall be returned to DYS upon the termination of said award.

The grant award contained herein is payable in installments, subject to the availability of funds and adjustments by the Alabama Department of Youth Services, as it deems necessary or advisable. All parties agree that prior year funds may be available to fund this program and have and/or will be applied to the total grant award. Any unexpended grant fund amounts shall be reported to DYS no later than November 1st. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this agreement, the contracting parties, including sub-contractors, agree that representatives of the Department of Youth Services will conduct site visits (both announced and unannounced), and that all records pertaining to the program, including financial records will be made available for review. At a minimum, these records would include: court referrals, JPO reports, service plans, progress notes and termination summaries.

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the grant application, and applicable rules, regulations and conditions as set forth by the Department. This agreement is for a one-year period and may be extended for an additional year. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: _____
Steven P. Lafreniere
Executive Director

BY: _____
Legal Review
Approved as to form only

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the 2nd *day of* October, *2024.*

BY: Carla Powell
Diversion Program (Director/Agent)

Carla Powell
Chief Growth and Development Officer
Youth Advocatre Programs, Inc

BY: _____
Cullman County Commission (Fiscal Agent)

ALABAMA DEPARTMENT OF YOUTH SERVICES
AGENCY GRANT AGREEMENT
Fiscal Year 2024 – 2025

The Alabama Department of Youth Services hereby awards to

Cullman County Commission
(Fiscal Agent, hereinafter called Recipient)

the amount of ***Seventy-four thousand six hundred twelve and no/100 dollars ($74,612.00).***

These funds shall be used for non-residential diversion services for ***Jackson County*** youth who would otherwise be committed to the Alabama Department of Youth Services (DYS). Based on youth needs, the ***Jackson County Juvenile Court (JCJC)*** will develop or collaborate in the development of a diversion program, which may include the identification and selection of community providers. As a result of the interventions funded by these monies and based on the estimates provided in the grant application, the parties expect that this program will provide diversion services to **6** youth annually with an ongoing capacity of **3** youth at any given time. Thereby aiding in a reduction of county commitments to DYS (including CLIMB, formerly known as HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses). To assist juvenile courts in the provision of services for children in need of supervision (CHINS), DYS will permit the program to provide diversion services to no more than **10%** of youth with CHINS offenses.

These funds shall be utilized for the following purpose/activities:

The Jackson County Youth Advocate Program (YAP) is a community-based program that stems on working in concert with the family, the community, and other referring agencies to develop and implement individualized service plans and assessments. Service plans include strength-based practices, the wraparound approach, family group conferencing and positive youth development. Each youth is assigned a supportive adult role model or advocate. Youths that are eligible to work are assisted with job seeking skills and transportation to secure and maintain employment.

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (CLIMB or regular DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
    - Males / Females between the ages of 11 – 17
    - Delinquent youth with a medium to high risk of re-arrest, as determined by the risk assessment instrument available on the DYS website
- Be developed by or in collaboration with the ***Jackson County Juvenile Court (JCJC).***
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program (GIMS outcome measures).
- Maintain data on program participants as required in the DYS Grantee Information Management System database (GIMS) on a monthly basis.
- Produce an annual report for the October - September fiscal year by utilizing the form available on the DYS website. Each such completed annual report shall be made available to the Alabama Department of Youth Services by November 30. Decisions about renewing grants may be made based on the courts' ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or CLIMB.

To ensure fiscally responsible management of state funds, quarterly evaluative criteria are integral to the diversion grant funding process. These criteria include, at a minimum, program adherence to youth capacity, annual numbers, average length of stay, successful completion rates, CHINS percentage limitations, strengths-based treatment approaches, services as outlined in the application, and acceptable outcome measures for the program as a whole. At any given time within a quarter, program population numbers will be reviewed. If at the time of review the total number of youth reported in the GIMS is below 50% of the maximum capacity, an initial warning will be provided. If a subsequent review during the following quarter indicates that the program population remains below 50% maximum capacity, the program may receive a 25% reduction in funding for the following quarter(s). Program and/or designated court representatives will be given an opportunity to explain the low population numbers. However, final reduction determinations will be made by DYS administration.

Both the ***JCJC*** and DYS acknowledge that this Award may be terminated at will by the ***JCJC*** or DYS for any reason. Any funds remaining from the award shall be returned to DYS upon the termination of said award.

The grant award contained herein is payable in installments, subject to the availability of funds and adjustments by the Alabama Department of Youth Services, as it deems necessary or advisable. All parties agree that prior year funds may be available to fund this program and have and/or will be applied to the total grant award. Any unexpended grant fund amounts shall be reported to DYS no later than November 1st. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this agreement, the contracting parties, including sub-contractors, agree that representatives of the Department of Youth Services will conduct site visits (both announced and unannounced), and that all records pertaining to the program, including financial records will be made available for review. At a minimum, these records would include: court referrals, JPO reports, service plans, progress notes and termination summaries.

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the grant application, and applicable rules, regulations and conditions as set forth by the Department. This agreement is for a one-year period and may be extended for an additional year. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: _____
Steven P. Lafreniere
Executive Director

BY: _____
Legal Review
Approved as to form only

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the 2nd *day of* October, *2024.*

BY: Carla Powell
Diversion Program (Director/Agent)
Carla Powell
Chief Growth and Development Officer
Youth Advocate Programs, Inc

BY: _____
Cullman County Commission (Fiscal Agent)

ALABAMA DEPARTMENT OF YOUTH SERVICES
AGENCY GRANT AGREEMENT
Fiscal Year 2024 – 2025

The Alabama Department of Youth Services hereby awards to

Cullman County Commission
(Fiscal Agent, hereinafter called Recipient)

the amount of ***Seventy-four thousand six hundred twelve and no/100 dollars ($74,612.00).***

These funds shall be used for non-residential diversion services for ***Jackson County*** youth who would otherwise be committed to the Alabama Department of Youth Services (DYS). Based on youth needs, the ***Jackson County Juvenile Court (JCJC)*** will develop or collaborate in the development of a diversion program, which may include the identification and selection of community providers. As a result of the interventions funded by these monies and based on the estimates provided in the grant application, the parties expect that this program will provide diversion services to **6** youth annually with an ongoing capacity of **3** youth at any given time. Thereby aiding in a reduction of county commitments to DYS (including CLIMB, formerly known as HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses). To assist juvenile courts in the provision of services for children in need of supervision (CHINS), DYS will permit the program to provide diversion services to no more than **10%** of youth with CHINS offenses.

These funds shall be utilized for the following purpose/activities:

The Jackson County Youth Advocate Program (YAP) is a community-based program that stems on working in concert with the family, the community, and other referring agencies to develop and implement individualized service plans and assessments. Service plans include strength-based practices, the wraparound approach, family group conferencing and positive youth development. Each youth is assigned a supportive adult role model or advocate. Youths that are eligible to work are assisted with job seeking skills and transportation to secure and maintain employment.

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (CLIMB or regular DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
    - Males / Females between the ages of 11 – 17
    - Delinquent youth with a medium to high risk of re-arrest, as determined by the risk assessment instrument available on the DYS website
- Be developed by or in collaboration with the ***Jackson County Juvenile Court (JCJC).***
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program (GIMS outcome measures).
- Maintain data on program participants as required in the DYS Grantee Information Management System database (GIMS) on a monthly basis.
- Produce an annual report for the October - September fiscal year by utilizing the form available on the DYS website. Each such completed annual report shall be made available to the Alabama Department of Youth Services by November 30. Decisions about renewing grants may be made based on the courts' ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or CLIMB.

To ensure fiscally responsible management of state funds, quarterly evaluative criteria are integral to the diversion grant funding process. These criteria include, at a minimum, program adherence to youth capacity, annual numbers, average length of stay, successful completion rates, CHINS percentage limitations, strengths-based treatment approaches, services as outlined in the application, and acceptable outcome measures for the program as a whole. At any given time within a quarter, program population numbers will be reviewed. If at the time of review the total number of youth reported in the GIMS is below 50% of the maximum capacity, an initial warning will be provided. If a subsequent review during the following quarter indicates that the program population remains below 50% maximum capacity, the program may receive a 25% reduction in funding for the following quarter(s). Program and/or designated court representatives will be given an opportunity to explain the low population numbers. However, final reduction determinations will be made by DYS administration.

Both the ***JCJC*** and DYS acknowledge that this Award may be terminated at will by the ***JCJC*** or DYS for any reason. Any funds remaining from the award shall be returned to DYS upon the termination of said award.

The grant award contained herein is payable in installments, subject to the availability of funds and adjustments by the Alabama Department of Youth Services, as it deems necessary or advisable. All parties agree that prior year funds may be available to fund this program and have and/or will be applied to the total grant award. Any unexpended grant fund amounts shall be reported to DYS no later than November 1st. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this agreement, the contracting parties, including sub-contractors, agree that representatives of the Department of Youth Services will conduct site visits (both announced and unannounced), and that all records pertaining to the program, including financial records will be made available for review. At a minimum, these records would include: court referrals, JPO reports, service plans, progress notes and termination summaries.

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the grant application, and applicable rules, regulations and conditions as set forth by the Department. This agreement is for a one-year period and may be extended for an additional year. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: _____
Steven P. Lafreniere
Executive Director

BY: _____
Legal Review
Approved as to form only

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the 2nd *day of* October, *2024*

BY: Carla Powell

Diversion Program (Director/Agent)
Carla Powell
Chief Growth and Development Officer
Youth Advocate Programs, Inc

BY: _____

Cullman County Commission (Fiscal Agent)

ALABAMA DEPARTMENT OF YOUTH SERVICES
AGENCY GRANT AGREEMENT
Fiscal Year 2024 – 2025

Received
NOV - 2 2024
DYS-Accounting

The Alabama Department of Youth Services hereby awards to

Cullman County Commission
(Fiscal Agent, hereinafter called Recipient)

the amount of ***One hundred sixty-six thousand two hundred and no/100 dollars ($166,200.00).***

These funds shall be used for non-residential diversion services for ***Lauderdale County*** youth who would otherwise be committed to the Alabama Department of Youth Services (DYS). Based on youth needs, the ***Lauderdale County Juvenile Court (LCJC)*** will develop or collaborate in the development of a diversion program, which may include the identification and selection of community providers. As a result of the interventions funded by these monies and based on the estimates provided in the grant application, the parties expect that this program will provide diversion services to **20** youth annually with an ongoing capacity of **10** youth at any given time. Thereby aiding in a reduction of county commitments to DYS (including CLIMB, formerly known as HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses). To assist juvenile courts in the provision of services for children in need of supervision (CHINS), DYS will permit the program to provide diversion services to no more than 10% of youth with CHINS offenses.

These funds shall be utilized for the following purpose/activities:

The Lauderdale County Transitions Program offers highly individualized services to adolescents experiencing behavioral and legal issues. Services include needs assessments, treatment plans, family needs assessment, clinical group and individual therapy, in-home services, parenting education, transportation and supervision for community service projects, and family counseling and anger management therapy and follow-up care. These services are provided as an alternative to DYS commitment for youth within the Lauderdale County community. Lauderdale Co Juvenile Court and the Cullman Co Commission shall contract with The Bridge, Inc. to administer these services.

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (CLIMB or regular DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
    - Males / Females between the ages of 12 – 18
    - Delinquent youth with a medium to high risk of re-arrest, as determined by the risk assessment instrument available on the DYS website
- Be developed by or in collaboration with the ***Lauderdale County Juvenile Court (LCJC).***
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program (GIMS outcome measures).
- Maintain data on program participants as required in the DYS Grantee Information Management System database (GIMS) on a monthly basis.
- Produce an annual report for the October - September fiscal year by utilizing the form available on the DYS website. Each such completed annual report shall be made available to the Alabama Department of Youth Services by November 30. Decisions about renewing grants may be made based on the courts' ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or CLIMB.

To ensure fiscally responsible management of state funds, quarterly evaluative criteria are integral to the diversion grant funding process. These criteria include, at a minimum, program adherence to youth capacity, annual numbers, average length of stay, successful completion rates, CHINS percentage limitations, strengths-based treatment approaches, services as outlined in the application, and acceptable outcome measures for the program as a whole. At any given time within a quarter, program population numbers will be reviewed. If at the time of review the total number of youth reported in the GIMS is below 50% of the maximum capacity, an initial warning will be provided. If a subsequent review during the following quarter indicates that the program population remains below 50% maximum capacity, the program may receive a 25% reduction in funding for the following quarter(s). Program and/or designated court representatives will be given an opportunity to explain the low population numbers. However, final reduction determinations will be made by DYS administration.

Both the ***LCJC*** and DYS acknowledge that this Award may be terminated at will by the ***LCJC*** or DYS for any reason. Any funds remaining from the award shall be returned to DYS upon the termination of said award.

The grant award contained herein is payable in installments, subject to the availability of funds and adjustments by the Alabama Department of Youth Services, as it deems necessary or advisable. All parties agree that prior year funds may be available to fund this program and have and/or will be applied to the total grant award. Any unexpended grant fund amounts shall be reported to DYS no later than November 1st. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this agreement, the contracting parties, including sub-contractors, agree that representatives of the Department of Youth Services will conduct site visits (both announced and unannounced), and that all records pertaining to the program, including financial records will be made available for review. At a minimum, these records would include: court referrals, JPO reports, service plans, progress notes and termination summaries.

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the grant application, and applicable rules, regulations and conditions as set forth by the Department. This agreement is for a one-year period and may be extended for an additional year. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: _____
Steven P. Lafreniere
Executive Director

BY: _____
Legal Review
Approved as to form only

Received
NOV - 2 2024
DYS-Accounting

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the _____ *day of* _____, *2024.*

BY: _____
Diversion Program (Director/Agent)

BY: _____
Cullman County Commission (Fiscal Agent)

ALABAMA DEPARTMENT OF YOUTH SERVICES
AGENCY GRANT AGREEMENT
Fiscal Year 2024– 2025

The Alabama Department of Youth Services hereby awards to

Cullman CountyCommission
(Fiscal Agent, hereinafter called Recipient)

the amount of ***One hundred ninety-nine thousand eighty-eight and no/100 dollars ($199,088.00).***

These funds shall be used for non-residential diversion services for ***Cullman County*** youth who would otherwise be committed to the Alabama Department of Youth Services (DYS). Based on youth needs, the ***Cullman County Juvenile Court (CCJC)*** will develop or collaborate in the development of a diversion program, which may include the identification and selection of community providers. As a result of the interventions funded by these monies and based on the estimates provided in the grant application, the parties expect that the program will provide diversion services to **16** youth annually with an ongoing capacity of **8** youth at any given time. Thereby aiding in a reduction of county commitments to DYS (including CLIMB, formerly known as HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses). To assist juvenile courts in the provision of services for children in need of supervision (CHINS), DYS will permit the program to provide diversion services to no more than **10%** of youth with CHINS offenses.

These funds shall be utilized for the following purpose/activities:

The Cullman County Youth Advocate Program (YAP) is a community-based program that stems on working in concert with the family, the community, and other referring agencies to develop and implement individualized service plans and assessments. Service plans include strength-based practices, the wraparound approach, family group conferencing and positive youth development. Each youth is assigned a supportive adult role model or advocate. Youths that are eligible to work are assisted with job seeking skills and transportation to secure and maintain employment. This program shall provide services to Cullman County youth.

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (CLIMB or regular DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
    - Males / Females between the ages of 12 – 17
    - Delinquent youth with a medium to high risk of re-arrest, as determined by the risk assessment instrument available on the DYS website
- Be developed by or in collaboration with the ***Cullman County Juvenile Court (CCJC).***
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program.
- Maintain data on program participants as required in the DYS Grantee Information Management System database (GIMS) on a monthly basis (GIMS outcome measures).
- Produce an annual report for the October - September fiscal year by utilizing the form available on the DYS website. Each such completed annual report shall be made available to the Alabama Department of Youth Services by November 30. Decisions about renewing grants may be made based on the courts' ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or CLIMB.

To ensure fiscally responsible management of state funds, quarterly evaluative criteria are integral to the diversion grant funding process. These criteria include, at a minimum, program adherence to youth capacity, annual numbers, average length of stay, successful completion rates, CHINS percentage limitations, strengths based treatment approaches, services as outlined in the application, and acceptable outcome measures for the program as a whole. If at the time of review the total number of youth reported in the GIMS is below 50% of the maximum capacity, an initial warning will be provided. If a subsequent review during the following quarter indicates that the program population remains below 50% maximum capacity, the program may receive a 25% reduction in funding for the following quarter(s). Program and/or designated court representatives will be given an opportunity to explain the low population numbers. However, final reduction determinations will be made by DYS administration.

Both CCJC and DYS acknowledge that this Award may be terminated at will by CCJC or DYS for any reason. Any funds remaining from the award shall be returned to DYS upon the termination of said award.

The grant award contained herein is payable in installments, subject to the availability of funds and adjustments by the Alabama Department of Youth Services, as it deems necessary or advisable. All parties agree that prior year funds may be available to fund this program and have and/or will be applied to the total grant award. Any unexpended grant fund amounts shall be reported to DYS no later than November 1st. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this agreement, the contracting parties, including sub-contractors, agree that representatives of the Department of Youth Services will conduct site visits (both announced and unannounced), and that all records pertaining to the program, including financial records will be made available for review. At a minimum, these records would include: court referrals, JPO reports, service plans, progress notes and termination summaries.

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the grant application, and applicable rules, regulations and conditions as set forth by the Department. This agreement is for a one-year period and may be extended for an additional year. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: _____

Steven P. Lafreniere
Executive Director

BY: _____

Legal Review
Accepted as to form only.

Received
NOV - 2 2024
DYS-Accounting

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the 2nd *day of* October, *2024.*

BY: Carla Powell

Diversion Program (Director/Agent)
Carla Powell
Chief Growth and Development Officer
Youth Advocate Programs, Inc

BY: _____

Cullman County Commission (Fiscal Agent)

ALABAMA DEPARTMENT OF YOUTH SERVICES
AGENCY GRANT AGREEMENT
Fiscal Year 2024 – 2025

The Alabama Department of Youth Services hereby awards to

Cullman County Commission
(Fiscal Agent, hereinafter called Recipient)

the amount of ***Seventy-nine thousand six hundred eighty and no/100 dollars ($79,680.00).***

These funds shall be used for non-residential diversion services for ***Blount County*** youth who would otherwise be committed to the Alabama Department of Youth Services (DYS). Based on youth needs, the ***Blount County Juvenile Court (BCJC)*** will develop or collaborate in the development of a diversion program, which may include the identification and selection of community providers. As a result of the interventions funded by these monies and based on the estimates provided in the grant application, the parties expect that this program will provide diversion services to **6** youth annually with an ongoing capacity of **3** youth at any given time. Thereby aiding in a reduction of county commitments to DYS (including CLIMB, formerly known as HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses). To assist juvenile courts in the provision of services for children in need of supervision (CHINS), DYS will permit the program to provide diversion services to no more than **10%** of youth with CHINS offenses.

These funds shall be utilized for the following purpose/activities:

The Blount County Youth Advocate Program (YAP) is a community-based program that stems on working in concert with the family, the community, and other referring agencies to develop and implement individualized service plans and assessments. Service plans include strength-based practices, the wraparound approach, family group conferencing and positive youth development. Each youth is assigned a supportive adult role model or advocate. Youths that are eligible to work are assisted with job seeking skills and transportation to secure and maintain employment.

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (CLIMB or regular DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
    - Males / Females between the ages of 12 – 17
    - Delinquent youth with a medium to high risk of re-arrest, as determined by the risk assessment instrument available on the DYS website
- Be developed by or in collaboration with the ***Blount County Juvenile Court (BCJC).***
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program (GIMS outcome measures).
- Maintain data on program participants as required in the DYS Grantee Information Management System database (GIMS) on a monthly basis.
- Produce an annual report for the October - September fiscal year by utilizing the form available on the DYS website. Each such completed annual report shall be made available to the Alabama Department of Youth Services by November 30. Decisions about renewing grants may be made based on the courts' ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or CLIMB.

To ensure fiscally responsible management of state funds, quarterly evaluative criteria are integral to the diversion grant funding process. These criteria include, at a minimum, program adherence to youth capacity, annual numbers, average length of stay, successful completion rates, CHINS percentage limitations, strengths based treatment approaches, services as outlined in the application, and acceptable outcome measures for the program as a whole. At any given time within a quarter, program population numbers will be reviewed. If at the time of review the total number of youth reported in the GIMS is below 50% of the maximum capacity, an initial warning will be provided. If a subsequent review during the following quarter indicates that the program population remains below 50% maximum capacity, the program may receive a 25% reduction in funding for the following quarter(s). Program and/or designated court representatives will be given an opportunity to explain the low population numbers. However, final reduction determinations will be made by DYS administration.

Both the ***BCJC*** and DYS acknowledge that this Award may be terminated at will by the ***BCJC*** or DYS for any reason. Any funds remaining from the award shall be returned to DYS upon the termination of said award.

The grant award contained herein is payable in installments, subject to the availability of funds and adjustments by the Alabama Department of Youth Services, as it deems necessary or advisable. All parties agree that prior year funds may be available to fund this program and have and/or will be applied to the total grant award. Any unexpended grant fund amounts shall be reported to DYS no later than November 1st. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this agreement, the contracting parties, including sub-contractors, agree that representatives of the Department of Youth Services will conduct site visits (both announced and unannounced), and that all records pertaining to the program, including financial records will be made available for review. At a minimum, these records would include: court referrals, JPO reports, service plans, progress notes and termination summaries.

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the grant application, and applicable rules, regulations and conditions as set forth by the Department. This agreement is for a one-year period and may be extended for an additional year. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: _____
Steven P. Lafreniere
Executive Director

BY: _____
Legal Review
Approved as to form only

Received
NOV – 2 2024
DYS-Accounting

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth this the 2nd *day of* October, *2024.*

BY: Carla Powell
Diversion Program (Director/Agent)

Carla Powell
Chief Growth and Development Officer
Youth Advocatre Programs, Inc

BY: _____
Cullman County Commission (Fiscal Agent)

ALABAMA DEPARTMENT OF YOUTH SERVICES
AGENCY GRANT AGREEMENT
Fiscal Year 2024 – 2025

The Alabama Department of Youth Services hereby awards to

Cullman County Commission
(Fiscal Agent, hereinafter called Recipient)

the amount of ***Seventy-four thousand six hundred twelve and no/100 dollars ($74,612.00).***

These funds shall be used for non-residential diversion services for ***Jackson County*** youth who would otherwise be committed to the Alabama Department of Youth Services (DYS). Based on youth needs, the ***Jackson County Juvenile Court (JCJC)*** will develop or collaborate in the development of a diversion program, which may include the identification and selection of community providers. As a result of the interventions funded by these monies and based on the estimates provided in the grant application, the parties expect that this program will provide diversion services to **6** youth annually with an ongoing capacity of **3** youth at any given time. Thereby aiding in a reduction of county commitments to DYS (including CLIMB, formerly known as HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses). To assist juvenile courts in the provision of services for children in need of supervision (CHINS). DYS will permit the program to provide diversion services to no more than **10%** of youth with CHINS offenses.

These funds shall be utilized for the following purpose/activities:

The Jackson County Youth Advocate Program (YAP) is a community-based program that stems on working in concert with the family, the community, and other referring agencies to develop and implement individualized service plans and assessments. Service plans include strength-based practices, the wraparound approach, family group conferencing and positive youth development. Each youth is assigned a supportive adult role model or advocate. Youths that are eligible to work are assisted with job seeking skills and transportation to secure and maintain employment.

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (CLIMB or regular DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
    - Males / Females between the ages of 11 – 17
    - Delinquent youth with a medium to high risk of re-arrest, as determined by the risk assessment instrument available on the DYS website
- Be developed by or in collaboration with the ***Jackson County Juvenile Court (JCJC).***
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program (GIMS outcome measures).
- Maintain data on program participants as required in the DYS Grantee Information Management System database (GIMS) on a monthly basis.
- Produce an annual report for the October - September fiscal year by utilizing the form available on the DYS website. Each such completed annual report shall be made available to the Alabama Department of Youth Services by November 30. Decisions about renewing grants may be made based on the courts' ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or CLIMB.

To ensure fiscally responsible management of state funds, quarterly evaluative criteria are integral to the diversion grant funding process. These criteria include, at a minimum, program adherence to youth capacity, annual numbers, average length of stay, successful completion rates, CHINS percentage limitations, strengths-based treatment approaches, services as outlined in the application, and acceptable outcome measures for the program as a whole. At any given time within a quarter, program population numbers will be reviewed. If at the time of review the total number of youth reported in the GIMS is below 50% of the maximum capacity, an initial warning will be provided. If a subsequent review during the following quarter indicates that the program population remains below 50% maximum capacity, the program may receive a 25% reduction in funding for the following quarter(s). Program and/or designated court representatives will be given an opportunity to explain the low population numbers. However, final reduction determinations will be made by DYS administration.

Both the ***JCJC*** and DYS acknowledge that this Award may be terminated at will by the ***JCJC*** or DYS for any reason. Any funds remaining from the award shall be returned to DYS upon the termination of said award.

The grant award contained herein is payable in installments, subject to the availability of funds and adjustments by the Alabama Department of Youth Services, as it deems necessary or advisable. All parties agree that prior year funds may be available to fund this program and have and/or will be applied to the total grant award. Any unexpended grant fund amounts shall be reported to DYS no later than November 1st. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this agreement, the contracting parties, including sub-contractors, agree that representatives of the Department of Youth Services will conduct site visits (both announced and unannounced), and that all records pertaining to the program, including financial records will be made available for review. At a minimum, these records would include: court referrals, JPO reports, service plans, progress notes and termination summaries.

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the grant application, and applicable rules, regulations and conditions as set forth by the Department. This agreement is for a one-year period and may be extended for an additional year. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: _____
Steven P. Lafreniere
Executive Director

BY: _____
Legal Review
Approved as to form only

Received
NOV - 2 2024
DYS-Accounting

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the 2nd *day of* October, *2024.*

BY: Carla Powell

Diversion Program (Director/Agent)
Carla Powell
Chief Growth and Development Officer
Youth Advocate Programs, Inc

BY: _____

Cullman County Commission (Fiscal Agent)

CULLMAN COUNTY COMMISSION

Tentative Commission Meeting Dates for 2025

Month	Date	Time	Location
January 2025	Thursday, January 23	6:00 pm	Commission Meeting Room
February 2025	Thursday, February 20	6:00 pm	Commission Meeting Room
March 2025	Tuesday, March 18	6:00 pm	Commission Meeting Room
April 2025	Tuesday, April 15	6:00 pm	Commission Meeting Room
May 2025	Tuesday, May 20	6:00 pm	Commission Meeting Room
June 2025	Tuesday, June 17	6:00 pm	Commission Meeting Room
July 2025	Tuesday, July 15	6:00 pm	Commission Meeting Room
August 2025	Tuesday, August 12	6:00 pm	Commission Meeting Room
September 2025	Tuesday, September 16	6:00 pm	Commission Meeting Room
October 2025	Tuesday, October 21	6:00 pm	Commission Meeting Room
November 2025	Tuesday, November 18	6:00 pm	Commission Meeting Room
December 2025	Tuesday, December 16	6:00 pm	Commission Meeting Room

*** Meetings are normally held on the third Tuesday of each month unless there is a Monday holiday, then it is held on Thursday of that week.**

*** August is moved up one week due to ACCA conference.**

STAN SMITH HEATING & AIR CONDITIONING

150 CHRISTIAN STREET
CULLMAN, AL. 35058

PHONE 256-339-2398
AL. LICENSE 09223
BONDED AND INSURED

WAYNE CHUMLEY
741 CO RD 1659
CULLMAN, AL 35058
256-507-0471

DATE: 10-11-2024

Crane Truck $1,500.00

Ductwork And Relocating of 2 AHU's $10,000.00

2-4 Ton split Heat pumps with new Roof top Disconet new condensation pump And safeties And new Thermostat per unit. = $17,700.00

2-5 ton split Heat pumps with new roof top unit Disconect new condensation pump and Safties And new thermostat per unit = $21,800.00

Total = $51,000.00

Your electrician to move power to the AHU's to move to the floor we will Hook to the Disconect we will Haul all old units and scrap Away.

Stan Smith

Scott Harris, M.D., M.P.H. • State Health Officer

Cullman County Health Department

October 17, 2024

Heim Family Cemetery
659 County Road 1489
Cullman, AL. 35058

Dear Mr. Heim

Our office has received and reviewed the paperwork for the Heim Family Cemetery located at 659 County Road 1489 in Cullman County. The review indicates that you have submitted all necessary paperwork required by the Cullman County Health Department. The result of the site visit made on October 17, 2024, indicates that the area may be used. The property site conditions are satisfactory for interment. You may consider this letter as Department Approval.

The Alabama Department of Public Health guidelines state that no subsurface plots should be developed

- Closer than 35 feet from any property boundary.
- Closer than 100 feet from a Private well.
- That require interment closer than 1 foot above seasonal or actual groundwater.
- That do not allow for a minimum of 18 inches of earth cover.
- Within 25 feet of surface drainage features.
- Within 50 feet of surface waters.
- Within a flood prone area, swamp, marsh, or wetland.
- Within a finished grade / slope greater than 25%.
- In areas with one or more instance of ground subsidence of settling.

Sincerely,

Jonathan M. Smith
Public Health Senior Environmentalist
Cullman County Health Department

601 Logan Avenue, S.W. • Cullman, Alabama 35055
Phone 256-734-1030 • Fax 256-737-9046

ALABAMA'S MOUNTAINS, RIVERS & VALLEYS RC&D COUNCIL

COOPERATIVE AGREEMENT

This Cooperative Agreement (the "Agreement") is made and entered into on October 1, 2024 (the "Effective Date") by and between the **Alabama's Mountains, Rivers and Valleys Resource Conservation and Development Council, Inc.** (hereinafter, the "Council"), and **Cullman County Commission** (hereinafter, the "Grantee").

The Purpose of this Agreement is to implement the project entitled **Equipment for Cullman County Agricultural Trade Center** (hereinafter, the "Project"), which is incorporated herein by reference. In the event of a conflict between this Agreement and the Project application, this Agreement shall control.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Council and the Grantee deem it mutually advantageous to cooperate in this Project and hereby agree as follows:

1. **The Council Agrees:**
   A. To provide **$15,000.00** in Grant Funds" (the "Grant Funds") upon final completion of the Project, including all requirements set forth herein, as determined in the sole discretion of the Council, solely to the extent the Grant Funds are available to the Council. **No Grant Funds will be available until after October 1, 2024** for the Project and such Grant Funds are contingent on adequate funding, as determined in the Council's sole discretion. Grant Funds are subject to proration if ordered by the State Finance Director.
   B. To provide other reasonable assistance in planning and implementation as requested, needed, available, and agreed to by the Council.
   C. **Grant Funds are distributed to Grantee only upon final completion of the Project, including all requirements set forth herein, as determined in the sole discretion of the Council.** The payment of Grant Funds will be made in accordance with this Agreement only after receipt of the required documentation listed below in Section 2.E and is otherwise contingent on Grantee's strict compliance with this Agreement.

2. **The Grantee Agrees:**
   A. To use the funds only on the Project as approved by the Council and only to the extent the Project will have public benefits.
   B. To comply with all applicable State and Federal laws, regulations, and ordinances (the "Laws"), including without limitation the Civil Rights Act of 1964, as amended.
   C. To spend Grant funds only on items included and approved in the Project application and otherwise strictly in compliance with this Agreement.
   D. To credit the Council on all published, printed, or social media relative to the funding for this Project by including the approved Council logo with no alterations.
   E. **To Sign & Document as follows:**
      i. **To return this signed Cooperative Agreement within 15 days from the date issued.**
      ii. To submit any Final Reports and any other required reports in the manner and format requested by the Council.
      iii. To submit financial documentation including without limitation: receipts, invoices, proof of payment (such as canceled checks and/or bank/credit card statements), and any other financial documents requested by the Council.
      iv. To submit photos of the Project as requested by the Council.

v. To contact Grant Manager, Christy Cochran, at (256) 770-5168 or christy.cochran@amrvrcd.com, or such other person as designated in writing by the Council, with questions relative to this project.

F. To submit Project reports (in a form satisfactory to the Council) and other updates, including without limitation photos, upon request by the Council.

G. To fully complete the Project and send all requested documentation to the Council office on or before June 30, 2025.

H. To keep all records related to the Project and to give the Council and State of Alabama Public Examiners, or its authorized representatives, access to and the right to examine all records, books, papers, or documents related to the Project or this Agreement until at least September 30, 2028.

I. To cooperate with the Council in supplying additional information or in complying with any procedures or requests which might be required by any governmental agency or authority in order for the Council to establish the fact that it has observed all requirements of any applicable Law with respect to this Grant.

J. To hold harmless, indemnify, and defend the Council, its officers, directors, Council members, employees, attorneys, representatives, and authorized agents from any and all liabilities, expenses, claims, causes of action, damages, injuries, and losses, including without limitation reasonable attorney's fees and litigation costs, arising under or related to the Project of the payment of Grant Funds to the Grantee.

K. That failure to strictly comply with the terms and conditions of this Agreement will result in the withholding of the Grant Funds, disqualification from receiving future Council grants, and/or such other remedies and consequences as the Council deems appropriate as determined in its sole discretion.

3. It is mutually agreed:

A. This Agreement shall become effective on October 1, 2024.

B. This Agreement may be amended or modified only by a written instrument signed by both parties, and upon such conditions as required by the Council.

C. This Agreement shall be binding upon, and inure to the benefit of, the permitted successors and permitted assigns of the parties hereto. This Agreement may not be assigned or otherwise transferred by Grantee without the prior written consent of the Council.

D. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture or employee/employer relationship between the parties hereto. None of the parties hereto shall be liable for any obligations or liabilities incurred by the other party other than those obligations explicitly set forth herein.

E. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama and the parties hereto agree to the sole and exclusive jurisdiction of the state and federal courts located in Montgomery County, Alabama as to any disputes arising under or related to this Agreement or the subject matter hereof. **The parties hereto waive the right to a jury trial for any civil action arising under or related to this Agreement.**

F. This Agreement and any attachments, exhibits and documents incorporated herein by reference, contain the entire and only agreement between the parties hereto concern the subject matter hereof, and supersede all prior and conflicting agreements, representations, promises or conditions, whether oral or written, concerning the subject matter hereof.

G. Whenever used, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders, as applicable. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning. All titles, section headings, or captions in this Agreement are for convenience only and shall in no way define, limit, extend, or describe the scope or intent of any provisions of this Agreement. The recitals are a material part of this Agreement and are hereby incorporated into the body of this Agreement. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of this Agreement.

H. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision hereof, or the application thereof to any person or circumstance, shall be invalid or unenforceable, for any reason and to any extent, the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

I. The Council may take appropriate action to ensure compliance with the terms and conditions of this Agreement, which may include termination, suspension, or other remedies deemed necessary, as determined in the Council's sole discretion.

Name of Project: Equipment for Cullman County Agricultural Trade Center

Award: $15,000.00

Signature Section

GRANTEE:

Entity: Cullman County Commission

Sign: _____

Print: Jeff "Clem" Clemons

As Its: _____

Date: 10/1/24

Grantee Federal Tax ID Number: 63-6050234

COUNCIL:

Sign: _____

Print: Renona Seibert

As Its: Executive Director

Date: 10/01/2024

By signing this Agreement, the Grantee represents and warrants that the program or activities provided for under this Agreement will be conducted in compliance with all applicable Laws, including without limitation Federal Civil Rights laws, rules, regulations, and policies. All policies and assistance of the Council are available without regard to race, color, national origin, gender religion, age, disability, political beliefs, sexual orientation, and marital or family status. The Council is an equal opportunity provider and employer.

Kiser Arena Specialists, Inc.
243 County Road 281
Gainesville, TX 76240 US
+19406658058
billing@kiserequine.com
www.kiserarenas.com

Invoice 3495

BILL TO
Kenneth Cornelius
Cullman County Commission
500 2nd Ave
Cullman, AL 35055

DATE	PLEASE PAY	DUE DATE
10/03/2024	$15,900.00	10/03/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/03/2024	KAD KISER ARENA DRAG 810 - 225 Water Tank & Profile Blade	Kiser Arena Drag 810 -225 Gallon Water Tank & Profile Blade	1	14,900.00	14,900.00T
10/03/2024	SHIPPING FREIGHT & DELIVERY		1	1,000.00	1,000.00T

Contact Kiser Arena Specialists, Inc. to pay.
We appreciate your business. Have a great day!

Kiser Arena Drags - Equine Arena Footing Consulting - Priefert Horse Walkers - Kiser Water Trailers - Kiser Dust Control - Macro Fans - Hydrext

Kiser Arenas 940-665-8058

SUBTOTAL	15,900.00
TAX	0.00
TOTAL	15,900.00
TOTAL DUE	**$15,900.00**

THANK YOU.

Invoice pricing guaranteed for 10 days.

Chairman

Government Department
334-613-5000

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

9/25/23
Version 23.0

2024 FORD F150 SUPERCREW 4x4 PICKUP -- STATE CONTRACT T191

CONTRACT NUMBER: MA220000003128-15 CONTRACT AMOUNT: $42,810

INCLUDES: 2.7L EcoBoost V6 Engine, 10-Spd Auto, 4x4, 145" Wheelbase, 5.5' Bed, Class IV Trailer Hitch w/ 4/7 Pin Connector, Power Windows, Power Door Locks w/ Integrated Key Transmitter Keyless Entry, Power Tailgate Lock, Cruise Control, Black Vinyl Flooring, 17" Silver Steel Wheels, Ford Co-Pilot 360 2.0, 36 Gallon Fuel Tank

EQUIPMENT GROUP OPTIONS

W1L	101A XL Equipment Group (Base Equipment Group on Contract)	$ 42,810	☐
W1L	103A XL Equipment Group: 17" Silver Aluminum Wheels, Chrome Bumpers, & Fog Lamps	$ 1,000	☐
W2L	200A STX Equipment Group: 20" Dark Gray Machined Aluminum Wheels, 275/60/20 BSW All Terrain Tires, Rear Privacy Glass, Black & Dark Gray Grill, LED Fog Lamps w/ LED Cornering Lamp, STX Box Side Decal, Front/Rear Body-Color Bumpers, Electronic Rear Window Defroster , Color-Coordinated Carpet Mats	$ 4,503	☒
W2L	201A STX - FX4 Equipment Group: STX w/ 18" Black Aluminum Wheels, LT265/70R18C All Terrain Tires, E-Locking Rear Axle, Off-Road Tuned Front Shock Absorbers, Monotube Rear Shocks, Hill Descent Control, 6" Black Running Boards, Skid Plates: Fuel Tank, Transfer Case, & Front Diff, Dual Exhaust w/ Black Tips.	$ 6,487	☐
W3L	301A XLT Equipment Group: 18" Chrome-Like PVD Wheels, 275/65R18 BSW All Terrain Tires, Chrome w/ Body-Color Fascia Front Bumper, Chrome Rear Bumper, Chrome Door & Tailgate Handles, Black Painted Mesh w/ Chrome Center Bar Grill, Chrome Single Tip Exhaust, 6" Chrome Running Boards 8-Way Power Driver's Seat, Dual Zone Automatic Temp Control, SecuriCode Keyless Entry Keypad, 360 Degree Camera, Pro Trailer Backup Assist, & Pro Trailer Hitch Assist	$ 7,079	☐
W3L	302A XLT Equipment Group: XLT 301A Equipment Plus: Adaptive Cruise Control, Heated Front Seats, Remote Start System w/ Remote Tailgate Release, Intelligent Access w/ Push Button Start, High Intensity LED Security Approach Lamps, LED Sideview Mirror Spotlights, & Power Sliding Rear Window	$ 9,792	☐

EXTERIOR COLOR OPTIONS:

YZ	Oxford White	☐	HX	Anitmatter Blue		☐	B1	School Bus Yellow	($660)	☐
UM	Agate Black	☐	B3	Atlas Blue		☐	AT	Yellow	($660)	☐
JS	Iconic Silver	☐	GR	Green	($660)	☐	E4	Vermillion Red	($660)	☐
M7	Carbonized Gray	☐	MB	Orange	($660)	☐	D4	Rapid Red Tinted	($495)	☐ XLT Only

INTERIOR OPTIONS:

AS	Vinyl 40/ 20 /40 - Medium Dark Slate Gray			NC ☐
CS	Cloth 40/ 20 /40 - Medium Dark Slate Gray			NC ☐
DB	Unique Sport Cloth 40/Console/40 - Black		(Only Choice for STX 200A)	NC ☐
8B	Unique Sport Cloth 40/Console/40 - Black/Bronze		(Only Choice for STX FX4 201A)	NC ☐
MS	Cloth 40/ 20 /40 - Medium Dark Slate Gray		(XLT Only)	NC ☐
6B	Cloth 40/ 20 /40 - Black		(XLT Only)	NC ☐
US	Cloth 40/Console/40 - Medium Dark Slate Gray	Required To Order 50M Mobile Office	(XLT Only)	NC ☐
7B	Cloth 40/Console/40 - Black	Required To Order 50M Mobile Office	(XLT Only)	NC ☐

DRIVE TRAIN OPTIONS:

99P	2.7L V6 EcoBoost Engine		NC ☐
X19	3.55 Regular Axle		NC ☐
XL9	3.55 Electronic Locking Axle - *STANDARD AXLE ON STX FX4 201A PKG*	$	470 ☐
998	3.5L V6 Ecoboost Engine - *REQUIRES 53T TOW/HAUL PKG - 3.5L NOT AVAILABLE W/ STX 200A & 201A*	$	1,660 ☐
XL9	3.55 Electronic Locking Axle		NC ☐
995	5.0L V8 Engine	$	1,370 ☒
X27	3.31 Regular Axle		NC ☐
XL3	3.31 Electronic Locking Axle	$	470 ☐
XL6	3.73 Electronic Locking Axle	$	570 ☐

Government Department
334-613-5000

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

9/25/23
Version 23.0

WHEELBASE OPTION:

157	Wheelbase 157" - 6.5' Bed - ONLY W/ 5.0L ENGINE	$	952	☐

OPTIONS:

18B	Black Platform Running Boards - XL	$	250	☐
67T	Trailer Brake Controller - w/ 2.7L EcoBoost Only	$	275	☐
53T	Tow Haul Package - Requires 3.55 E-Lock on 3.5L EcoBoost	$	785	☐
413	Skid Plates - Only Available on XLT & Higher Trim Levels	$	160	☐
924	Privacy Glass	$	100	☐
85H	Back-up Alarm	$	220	☐
91P	Power 8-Way Driver Seat - N/A w/ Code AS Vinyl 40/20/40	$	350	☐
KEY	2 Extra Keys	$	600	☐
PI2	Power Invertor	$	465	☐
50M	Mobile Office Package - Optional on STX & XLT 301A/302A. Includes Console Work Surface & 400 Watt Outlets in Cab & Bed.	$	535	☐

STIVERS OPTIONS:

LED	4 Corner LED Strobe Lights	$	819	☐
WT1	All Weather Rubber Mats	$	199	☐
TB1	Tool Box - Standard (15")	$	539	☐
TB2	Tool Box - Deep Well (18")	$	599	☐
BL6	Bed Liner - Drop In (5-1/2")	$	315	☐
BL6	Bed Liner - Drop In (6-1/2')	$	345	☐
SL1	Spray-in Bed Liner (5-1/2" bed)	$	595	☐
SL2	Spray-in Bed Liner (6-1/2' bed)	$	625	☐
TN1	Tonneau Cover - Non Folding Hardshell	$	1,995	☐
TN2	Tonneau Cover - Retractable	$	1,795	☐
TN3	Tonneau Cover - Tri Fold	$	1,395	☐
CAM	Camper Shell	$	2,985	☐
BS	Bed Slide	$	1,590	☐
BG	Brush Guard w/ Wraps over Headlamps and Winch	$	2,949	☐
MX1	Liftgate - Maxon		Request	☐

DELIVERY: State Contract Provisions for $2.00 / mile one-way $ ☒

Delivery Address: 500 2nd Ave SW Cullman 35055

TOTAL VEHICLE (*Required*) 48,683

Customer: Cullman County Com
Contact: Shane T. Bailey
Phone: 256-347-4006
Email: sbailey@co.cullman.al.us

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (*Required*) _____

DATE (*Required*): _____

PURCHASE ORDER NUMBER: (*Required*) ☐ **QUANTITY** 1

Matt Kinsland

Governmental Department
334-613-5000

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

Dated: 8/19/2024
Version: 25.0

2025 FORD EXPLORER -- STATE CONTRACT T191

CONTRACT NUMBER 220000003128-3 **CONTRACT AMOUNT: $40,169**

MODEL SERIES K8B **ORDER CODE** 200A

Utility Vehicle - Ford Explorer Four Wheel Drive, 2.3 L I4 Engine & 10-Speed Automatic Transmission

K8D	Explorer 4WD Model - "XLT" w/2nd Row Bench		$ 40,169	☒
K7D	Explorer 2WD Model - "Active" w/ 2nd Row Bench	2WD Drivetrain Credit	$ (1,920)	☐

EXTERIOR COLOR OPTIONS

YZ	Oxford White		☒
UM	Agate Black		☐
JS	Iconic Silver		☐
M7	Carbonized Gray		☐
AZ	Star White Metallic	$ 795	☐
A3	Space White		☐
K1	Vapor Blue	$ 495	☐

Interior COLOR OPTIONS --

8H	Space Gray	☐

FACTORY OPTIONS

942	Daytime Running Lamps (Fleet Only)	$ 45	☐
41H	Engine Block Heater	$ 190	☐
68A	Comfort Package: Includes the following	$ 4,755	☐

20" Painted Aluminum Alloy Wheels(AWD) 18" Aluminum Alloy (RWD) • Heated Steering Wheel • Front Fascia – LED Fog Lamps Skid Plate Elements, Front — Silver-Painted – LED Signature Lighting • Remote Start System • Seats – 8-Way Power Passenger Seat – ActiveX™ Seating Material • Universal Garage Door Opener (UGDO)

DELIVERY: State Contract Provisions for $2.00 / mile one-way $ ☐

Delivery Address: 500 2nd Ave SW Cullman, AL 35055

TOTAL VEHICLE (*Required*) 40,169

Customer: Cullman County Commission
Contact: Shane Bailey
Phone: 256-347-4806
Email: sbailey@co.cullman.al.us

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (*Required*) _____

DATE (*Required*): _____

PURCHASE ORDER NUMBER: (*Required*) _____ **QUANTITY** 1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/09/2024

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

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

PRODUCER	CONTACT NAME: Cindy Prusinowski	
The James B. Oswald Company 39572 Woodward Ave Suite 201 Bloomfield Hills MI 48304	PHONE (A/C, No, Ext): (248) 433-1466	FAX (A/C, No): (248) 433-7611
	E-MAIL ADDRESS: cprusinowski@oswaldcompanies.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	The Cincinnati Insurance Company	10677
INSURER B :	Westchester Surplus Lines Insurance Co	10172
INSURER C :	Zurich American Insurance Company	1653
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Ameriseal Of Ohio, Inc
200 Weller Drive
Smithville OH 44677

COVERAGES **CERTIFICATE NUMBER:** 24/25 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y		EPP0321140/EBA0321140	04/28/2024	04/28/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			EPP0321140/EBA0321140	04/28/2024	04/28/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			EPP0321140/EBA0321140	04/28/2024	04/28/2025	EACH OCCURRENCE AGGREGATE [ ]	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 1021048 - 08	06/17/2024	06/17/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Pollution Liability			G7096532A 005	07/02/2024	07/02/2025	Policy Limit	2,000,000

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

The City of Cullman / Cullman County, Goodwyn Mills Cawood, LLC, and their consultants are additional insured regarding the Taxilane Pavement Maintenance Project at the Cullman Regional Airport. PMP Grant No. CMD-01-0924-PM

General Liability includes Additional Insured as respects ongoing & completed operations on a primary & non-contributory basis and add'l insured with respects to Automobile liability, when required by written contract. General Liability & Auto include Waiver of Subrogation when required by written contract.

CERTIFICATE HOLDER

City of Cullman / Cullman County
231 County Road 1360
Vinemont AL 35179

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CONTRACT AGREEMENT

PMP GRANT NO.: CMD-01-0924-PM

THIS AGREEMENT, made as of _____ is **BY AND BETWEEN**

the OWNER: City of Cullman / Cullman County
231 County Road 1360
Vinemont, Alabama 35179

And the CONTRACTOR: Ameriseal of Ohio, Inc.,
200 Weller Drive
Smithville, OH 44677

WITNESSETH:

WHEREAS it is the intent of the OWNER to make improvements at Cullman Regional Airport generally described as follows;

Taxilane Pavement Maintenance hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 - Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Agreement

This contract, the documents issued hereunder, and the accompanying General Provisions, Supplementary Provisions, FAA Contract Provisions, Technical Specifications, Addenda, Request for Bids, Instructions to Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment and all authorized change orders issued subsequent to the date of this agreement constitute the entire agreement between the parties.

All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract

Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

Two Hundred one thousand three hundred ninety-four dollary ***$201,394***
(Amount in Written Words) *(Amount in Numerals)*

subject to the following:

a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;
b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within 30 Calendar Days of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of $500 per day for each calendar day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that:

a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR'S Certifications

The CONTRACTOR understands and agrees that all representations and certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

Article 8 – Miscellaneous

a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;

b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;

c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;

d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 9 - Warrantees and Guarantee

The Contractor shall provide the manufacturer's warranties to the Owner for all equipment and the Contractor warrants equipment and guarantees workmanship for satisfactory in-service operation of the equipment and related components for a period of one year following the date of completion of the operational check period.

Article 10 – OWNER'S Representative

The OWNER'S Representative, herein referred to as ENGINEER, is defined as follows: Goodwyn Mills Cawood, LLC. Said ENGINEER will act as the OWNER'S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

Article 11 – Federal Contract Provisions

CIVIL RIGHTS – GENERAL

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

- **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

- **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the contractor under the contract until the contractor complies: and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

- **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take

action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- 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);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

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

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNER

Name: City of Cullman

Address: c/o Cullman Regional Airport
231 County Road 130
Vinemont, Alabama 35179

By: Woody Jacobs
Woody Jacobs

Mayor
Title of Representative

ATTEST

By: Leanne H. West
Signature

Executive Asst.
Title

OWNER

Name: Cullman County Commission

Address: c/o Cullman Regional Airport
231 County Road 130
Vinemont, Alabama 35179

By: Jeff Clemons
Jeff Clemons

Chairman
Title of Representative

ATTEST

By: Lynn Merriman
Signature

County Clerk
Title

CONTRACTOR

Name: Ameriseal of Ohio, Inc.

Address: 200 Weller Drive
Smithville, OH 44677

By: Jonathan Moore
Jonathan Moore

COO
Title of Representative

ATTEST

By:
Signature

Contracts Admin.
Title

NOTICE OF AWARD

Date of Issuance: _____/_____/_____

Owner: City of Cullman / Cullman County

Engineer: Goodwyn Mills Cawood, LLC

Engineer's Project No.: TBHM230025

Project: Taxilane Pavement Maintenance

PMP No.: CMD-01-0924-PM

Bidder: Ameriseal of Ohio, Inc.

Bidder's Address: 200 Weller Drive, Smithville, OH 44677

TO BIDDER:

You are notified that Owner has accepted your Bid dated September 19, 2024 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Full Depth Patching, Crack Seal, Seal Coat, Pavement Markings

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

The Contract Price of the awarded Contract is: $ $201,394. Five [3] unexecuted counterparts of the Agreement accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to ENGINEER five [3] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders.

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

ENGINEER will return to you one fully executed contract as indicated in Paragraph ~~30.07~~ of the General Contract Provisions.

Owner: Cullman Regional Airport - City of Cullman

By: Woody Jacobs

Title: Mayor

Cullman County

By: Jeff Clemons

Title: Chairman

Contractor: Ameriseal of Ohio, Inc.

By: Jonathan Moore

Title: COO

NOTICE TO PROCEED

Owner: City of Cullman / Cullman County	PMP No.:	CMD-01-0924-PM
Contractor: Ameriseal of Ohio, Inc.		
Engineer: Goodwyn Mills Cawood, LLC	Engineer's Project No.:	TBHM230025
Project: Taxilane Pavement Maintenance		
	Effective Date of Contract:	_____/_____/_____

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____, 20__.

On or before that date, Contractor shall start performing its obligations under the Contract Documents. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is_____[the number of days to achieve Substantial Completion is 30 and the number of days to achieve readiness for final payment is 60.]

Owner: Cullman Regional Airport - City of Cullman

By: Woody Jacobs

Title: Mayor

Owner: Cullman County

By: Jeff Clemons

Title: Chairman

Contractor: Ameriseal of Ohio, Inc.

By: Jonathan Moore

Title: COO

KCS
Keet Consulting ServiceS, LLC

A Spatial Solutions Company

2501 Meadowview Lane
Suite 202
Pelham, AL 35124

Cullman County Revenue Commission

GIS & Internet Spatial Viewer (Hosting)

Software, Services, & Support

GIS Budget 2024 - 2025

Description	Units per Month	~ Unit Cost	Monthly Cost	Year Total
GIS Support & Maintenance	1	$3,000.00	$3,000.00	$36,000.00
ISV Hosting	1	$750.00	$750.00	$9,000.00
GAMAweb Base Cost and Hosting	1	$350.00	$350.00	$4,200.00
1-5 Power User**	5	$75.00	$375.00	$4,500.00
Power Users Five Pack***	1	$200.00	$200.00	$2,400.00
KCS ArcGIS Pro Implementation &Training Cost (One-Time Fee)	1	$9,000.00	$0.00	$9,000.00
Total			**$4,675.00**	**$65,100.00**

**

Added Power users will be $100 per user per month up to 5 users

****After 5 Users then Packs of 5 users will be $200 per month per pack*

If you have any questions, please do not hesitate to call, or email. Thank you for the opportunity to provide this proposal.

Ethan Southern
Keet Consulting Services, LLC
2501 Meadowview Lane Suite 202
Pelham, AL 35124
esouthern@kcsgis.com Office: 205-620-9843 Mobile: 205-540-4494

MODEL1

GEORGIA DOAS

99999 - SPD - SPD0000212 - 0005

FY 2023

Preparer: Eric Weimer

Base Model
Starcraft Allstar

STARCRAFT BUS
a division of Forest River, Inc.

Base Model Price:	$	114,658
Options:	$	27,506
Unpublished Options:	$	6,560
20% Due ALDOT:	$	29,745
Per Vehicle Price:	$	**148,724**

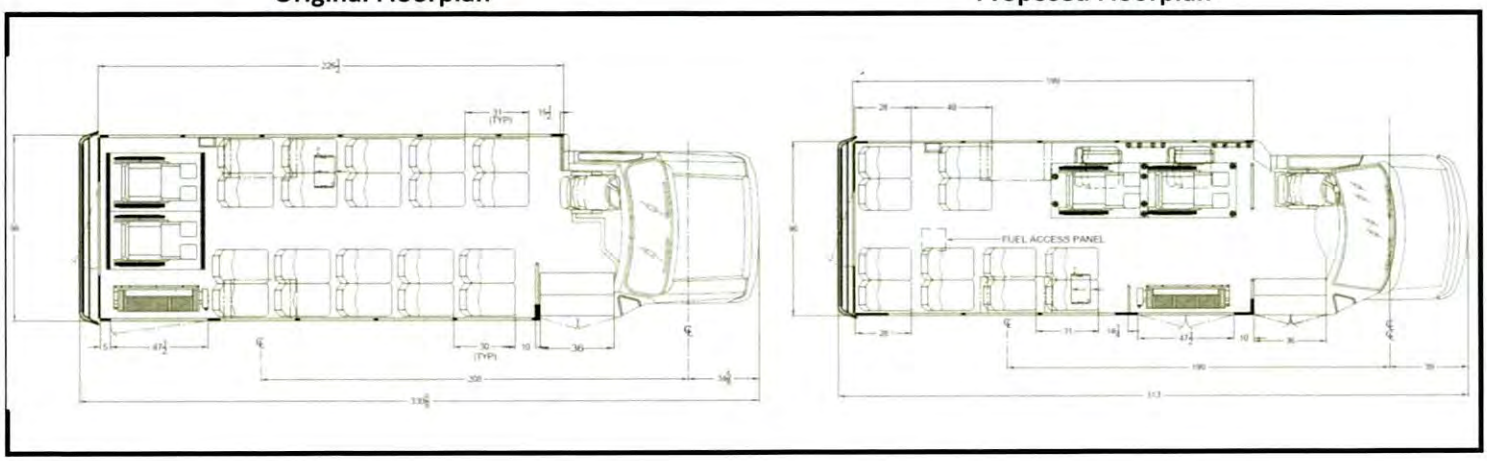
Vehicle Length	Lift Position	WC Positions	Total # Passengers	CDL Required
26'	Front	2	14	No

QTY Vehices: 1 **Total Contract Price:** $ 148,724

Customer Info

Customer:	Cullman Area Rural Transportation System
Address:	1950 Beech Avenue SE
Contact:	Joyce Echols
Office Phone:	256-734-1246
Mobile Phone:	D
E-Mail:	jechols@co.cullman.al.us

Original Floorplan **Proposed Floorplan**



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

October 8, 2024

Proposed considerations for upcoming Commission meeting on October 17, 2024.

- Proposed resurvey of lots 3-6 of Serenity Pointe Cabins Phase2 Subdivision. This subdivision located in Commission district 4 and previously approved August 15th, 2023. The ROW is being shifted to allow for more acreage on lots 3-6. This is a private subdivision located off County Road 338.

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

September 26, 2024

Proposed considerations for upcoming Commission meeting on October 17, 2024.

- Proposed plat Clear Creek Place Subdivision. A minor subdivision containing 2 Lots in Commission District 4. The subdivision is located on County Road 803, a quarter mile South of the intersection of County Road 421 and County Road 803.

Bid No. 1469

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Wednesday, October 9, 2024, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for the acquisition of one New or Used Current Model High Roof Transit Cargo Van for Bookmobile. At this time sealed bids will be publicly opened and read aloud.

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

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

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

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

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

*******BIDDER MUST BE ABLE TO MAKE DELIVERY OF VEHICLE WITHIN 60-90 DAYS OF BID AWARD.************

Bid Price: $ 63,454.42

MERCEDES-BENZ OF HUNTSVILLE
Company

6520 UNIVERSITY DR
Mailing Address

HUNTSVILLE, AL 35806

256-837-5753
Phone/Fax

JAMES BLACK / BRETT DENVER
Representative

BID SPECIFICATIONS

For the acquisition of One New or Used Current Model, High Roof Transit Cargo Van for Bookmobile furnished with the following:

***Less than 1,000 miles**

***Minimum 148" Wheelbase** — OURS IS 170" WB. LARGER FOR MORE BOOKS. AT LIBRARYS REQUEST.

***9-Speed Automatic Transmission**

***Diesel or minimum V-6 or Larger Gas Burner**

***Rear Wheel Drive**

***92 AMP-HR 850CCA Maintenance- Free Battery or Equivalent**

***Steel Wheels**

***4 Wheel Disc Brakes with ABS**

***Color: White**

***A/C and Heater**

***AM/FM RADIO**

***Blue tooth, hands free calling**

***Blind Spot Assist**

***Exterior Parking Camera Rear**

***Cruise Control**

***Power Windows, Mirrors**

***Remote Keyless Entry**

***Emergency Communication System**

***Tilt Steering Wheel**

***Fade-To-Off Interior Lighting**

Mercedes-Benz of Huntsville

Date: *10/02/2024*
Salesperson: *JAMES BLACK Zachary Gardner*
Manager: *KENNETH WIGINTON*

FOR INTERNAL USE ONLY

BUSINESS NAME *Cullman County Library* Home Phone:
CONTACT *Amber Thornton*

Address : *200 Clark Street NE*
CULLMAN, AL 35055
CULLMAN
Work Phone: *(256) 734-1068*

E-Mail : *throntona@CCPLS.COM*
Cell Phone: *(256) 708-4165*

VEHICLE

Stock # : *M23468* New / Used : **Used** VIN : *W1Y4KCHY0RT177887* Mileage: *3*

Vehicle : *2024 Mercedes-Benz Sprinter 2500* Color : *Arctic White*

Type : *High Roof 4-Cyl* *SPRINTER*

TRADE IN

Payoff : VIN : Mileage:

Vehicle : Color :

Type :

Selling Price	59,999.00
Total Purchase	59,999.00
Trade Allowance	
Trade Difference	
Dealer Fee	999.00
Tax	2,439.92
Non Tax Fees	16.50
Trade Payoff	
Cash Deposit	.00
Balance	63,454.42

Customer Approval: Management Approval:

All terms, conditions, payments amount, and APRs are estimated only and are subject to change pending final lender approval and your individual credit experience circumstances. By signing below, I agree to purchase the vehicle with the agreed upon terms and conditions. All sales figures subject to applicable taxes, state and local.

MSRP

MERCEDES-BENZ USA, LLC.
ONE MERCEDES-BENZ DR
SANDY SPRINGS, GA 30328

BALTIMORE

VIN: W1Y4KCHY0RT177887

Code	Description	Price
	MODEL: 2024 M2CA7S	$56,500
9147	Arctic White	

Standard Accessories

804	CY X3/1
AR2	Axle ratio 3.923
BA3	Active Brake Assist
BH1	Hold Function
C6L	Multifunction steering wheel
CL1	Adjustable steering wheel (angle)
D03	High roof
D93	Omission bulkhead
E07	Hill Start Assist
E1U	USB-C socket, 5 V
E30	Starter battery disconnect
E3J	Pre-installation for switch panel
E40	Trailer hitch prep. wiring
ED4	AGM battery 12V 92 AH 850 A
ED8	Preinstallation PSM
EK1	Body Builder Connector
ES0	Jump start terminal
EW6	Pre-installation: Remote Services Plus
EY5	Emergency Call System
EY6	Breakdown management
F68	Heated & electrically adjustable exterior mirrors
FF5	Shelf above windshield
FG8	Cupholder front
FJ4	Storage compartment underneath cockpit
G43	Automatic transmission, 9G-tronic
H16	Heated driver's seat
H21	Windshield with filter band
HH2	Heater, auxiliary electric hot air
HH9	Air Condition, Front
IC1	Model series C907 / C910 Sprinter
IE0	Model series C907 VS30 RWD
IG4	Standard
IG5	Basic
IK0	Complete vehicle
IL5	Left-hand drive
IR6	Wheelbase 4325 mm, overhang 1615 mm
IT9	4.0-tonner
J11	Speedometer mph
J55	Seat belt warning for co-driver seat
J58	Seat belt reminder driver
J65	Outside temperature gauge
JA8	Crosswind Assist
JH3	Communication module (LTE) for dig. services
JK5	Instrument cluster with color display
K60	Exhaust straight to rear
KB7	24.5 gallon fuel tank
KL1	Aux fuel sending unit w/ fuel tap
KP7	4th generation SCR emission control system
L65	Interior lights, cargo compartment
L94	Parking lights deletion
LA2	Headlight assistant
LB5	3rd brake light
M15	Fuel/water separator and lubrication package

M60	Generator 14 V / 250 A	
M71	Approval, bio-diesel B20	
MH8	SULEV emissions	
MS1	Cruise control	
MU5	Engine OM 654 DE 20 LA 125 kW (168 hp)	
P47	Front mudflaps	
P48	Rear mudflaps	
Q11	Longitudinal member reinforcement	
R65	Spare wheel bracket below frame	
R87	Spare wheel	
RD9	Unspecified tire brand	
RH8	Tires LT 245/75 R16	
RM0	All-season tires	
RS3	6.5 J x 16 steel wheels	
RY2	Tire pressure monitoring lamp	
S02	Standard driver seat	
S04	Standard front passenger seat	
S22	Armrest for driver's seat	
S25	Armrest for front passenger seat	
SA5	Front airbag, driver	
SA6	Front airbag, passenger	
SH1	Thorax-pelvis sidebag, driver	
SH2	Thorax-pelvis sidebag, co-driver	
SH9	Airbag, driver/passenger window	
T16	Sliding door, passenger side	
V93	Without factory installed flooring	
V94	Cable duct - side wall	
V95	Cable duct - rear portal	
X64	Plates/booklets in English (US)	
XC8	VIN visible from outside	
XL2	GVWR 9,050 lbs. / 4.100 Kg	
XQ1	VIN-encoded vehicle data with check digit	
XY4	Model Year 4	
XZ0	Model generation 0	
Y43	Jack, hydraulic	
Z44	Registration of vehicle not possible in EU	
Z4X	Production Charleston	
Z5W	Vehicle class Truck	
Z74	Bodyshell, additional measures 2	
Z75	Bodyshell, additional measures	
ZM0	Panel van	
ZU8	USA country version	
ZZ4	Brand content Mercedes-Benz North America	

Options

054	CY X3/2	
E3M	MBUX Multimedia System with 7 touchscreen	$531
F64	Electrically folding exterior mirrors	$55
JA7	Blind Spot Assist	$504
JB7	Parking Package	$688
JW8	Attention Assist	$55
VF7	Fabric Maturin Black	
W54	Rear doors, opening to side wall	$403
	SUBTOTAL	**$58,736**
ZUFR	Delivery & Destination charge	$2,295
	- TOTAL -	**$61,031**

*Pricing is subject to change. Mercedes-Benz reserves the right to make changes without notification.

Bid No. 1470

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** 2024 FORD TRANSIT 350 CARGO VAN - REAR WHEEL DRIVE - HIGH ROOF - 148" WHEELBASE - 3.5L V6 GASOLINE ENGINE - 10 speed AUTOMATIC TRANSMISSION

Bid Price:

$57,745 + ANY APPLICABLE TAXES & STATE TITLE FEE

LONG-LEWIS of CULLMAN
Company

5255 ALA Hwy 157
Mailing Address

CULLMAN, AL 35058

256.734.3361 EXT. 8385
Phone/Fax

BRANDON H. JOHNSON
Representative

10/8/2024

* BLIND SPOT INDICATOR LAMPS NOT AVAILABLE.
- THE VAN HAS PRE POSITIONED SECONDARY BLIND SPOT MIRRORS IN WITH SIDE REAR VIEW MIRRORS ON BOTH DRIVER + PASSENGER SIDE IN PLACE OF ILLUMINATING LAMPS

* VAN COMES STANDARD W/ SINGLE AGM - 70 Amp/HR BATTERY
- 850 CCA MAINTENANCE FREE BATTERY CAN BE ADDED FOR $291.00

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