



## ***Dale County Commission***

### **Commission Meeting Minutes – August 26, 2025**

The Dale County Commission convened in a regular session Tuesday, August 26, 2025, the following members were present: Chairman Steve McKinnon; District One Commissioner Chris Carroll; District Two Commissioner Donald O. Grantham; District Three Commissioner Adam Enfinger; and District Four Commissioner Frankie Wilson.

Chairman McKinnon called the meeting to order at 10:00am. Commissioner Carroll opened with prayer. Commissioner Enfinger followed with the Pledge of Allegiance.

#### **APPROVED – AGENDA, MINUTES & MEMORANDUM OF WARRANTS**

Commissioner Carroll made a motion to approve the agenda.

##### **Memorandum of Warrants:**

- Accounts Payable Check Numbers: 103166– 103262.
- Payroll Check Numbers: 155050 – 155050.
- Direct Deposit Check Numbers: 433609 - 433763.

Minutes: Commission Meeting of August 12, 2025.

Commissioner Enfinger seconded the motion, all voted aye. Motion carried.

#### **APPROVED – DEPT OF EXAMINERS AGREEMENT**

Commissioner Grantham made a motion to approve an agreement with the Department of Examiners of Public Accounts for the FY24 Coronavirus State and Local Fiscal Recovery Funds. See Exhibit 1.

Commissioner Enfinger seconded the motion, all voted aye. Motion carried.

**APPROVED – AWARD BID – JAIL REPAIRS**

Commissioner Grantham made a motion to award a bid to L.F.C. Epoxy Flooring, approve the expenditure from Fund 151- Jail Ad Valorem, and to give Chairman McKinnon authority to sign the contract. See Exhibit 2.

Commissioner Enfinger seconded the motion, all voted aye. Motion carried.

**APPROVED – JAIL AD VALOREM EXPENSE**

Commissioner Enfinger made a motion to approve an expense to be paid from Fund 151 for the Jail's fire alarm system repair. See Exhibit 3.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

**APPROVED – AWARD BID – RESURFACING PROJECT**

Commissioner Enfinger made a motion to award a bid to Wiregrass Construction Co, Inc. for project RA-DCP-23-02-05. Also, for the Chairman to sign the agreement. See Exhibit 4.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

**APPROVED – FY 26 COUNTY TRANSPORTATION PLAN**

Commissioner Carroll made a motion to approve the FY 26 County Transportation Plan. See Exhibit 5.

Commissioner Enfinger seconded the motion, all voted aye. Motion carried.

**APPROVED – OPIOID SETTLEMENT AGREEMENTS**

Commissioner Wilson made to approved opioid settlement agreements. See Exhibit 6.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

**ANNOUNCEMENT – NEXT REGULAR MEETING**

Chairman McKinnon announced that the next regular meeting of the Dale County Commission will be Tuesday, September 9, 2025, at 10:00am.

**ADJOURNMENT: CONFIRMATORY STATEMENT**

Commissioner Enfinger made a motion to adjourn the meeting. Commissioner Wilson seconded the motion. All voted aye. Motion carried.

It is hereby ordered the foregoing documents, resolutions, etc., be duly confirmed and entered into the minutes of the Dale County Commission as its official actions.



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**Steve McKinnon, Chairman**

*Location:*  
401 Adams Avenue, Suite 280  
Montgomery, AL 36104-4338



*Mailing Address:*  
P.O. Box 302251  
Montgomery, AL 36130-2251  
Telephone (334) 242-9200  
Fax (334) 242-1775  
[www.examiners.alabama.gov](http://www.examiners.alabama.gov)

**Rachel Laurie Riddle**  
**Chief Examiner**

August 14, 2025

Steve McKinnon, Chairman  
Dale County Commission  
202 S. Hwy 123, Ste. C  
Ozark, AL 36360

Dear Mr. McKinnon:

Enclosed is the agreement between the Department of Examiners of Public Accounts and the Dale County Commission for an audit of the Coronavirus State and Local Fiscal Recovery Funds received by your office.

Please sign the agreement and return the signed copy to the County Audit Division of our Department.

Sincerely,

Nikki Morrison, CPA  
Director County Audit Division

NM/np

Enclosure

**CONTRACT FOR  
ALTERNATIVE COMPLIANCE EXAMINATION ENGAGEMENT (ACEE)  
OF  
DALE COUNTY COMMISSION'S  
Coronavirus State and Local Fiscal Recovery Funds**

This contract is entered into on the 14<sup>th</sup> day of August 2025 by and between the Department of Examiners of Public Accounts (EPA) and Dale County Commission, hereinafter referred to as the (DCC). The contracting parties hereby agree to the following:

**I. Purpose and Scope**

EPA shall conduct an Alternative Compliance Examination Engagement (ACEE) of DCC's Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), for the period beginning October 1, 2023 and ending September 30, 2024. EPA will perform an examination of compliance with allowable activities and cost requirements of CSLFRF (Assistance Listing Number 21.027) as described in Title 31 U.S. Code of Federal Regulations, Part 35, Pandemic Relief Programs, Subpart A, Coronavirus State and Local Fiscal Recovery Funds published by the Department of Treasury. We will perform our examination in accordance with applicable attestation standards established by the American Institute of Certified Public Accountants (AICPA) and the standards applicable to attestation engagements contained in Government Auditing Standards, issued by the Comptroller General of the United States.

EPA will furnish copies of ACEE reports to DCC. Upon request, EPA will also furnish copies of the ACEE report to federal grantor agencies.

EPA shall make all working papers and reports available upon request for review by any federal grantor agency consistent with State and Federal law. EPA shall also retain all working papers and reports for a minimum period of five years from the date the ACEE report becomes final, unless EPA is notified in writing to extend the retention period.

**II. Funding of ACEE**

DCC agrees to reimburse EPA for its necessary and reasonable cost related to conducting the ACEE, including personnel costs and travel expenses incurred at the rate authorized by Alabama law. The maximum cost of the ACEE shall not exceed five thousand four hundred fifty dollars (\$5,450.00). However, in the event that EPA finds DCC has either failed to keep its records or expend its funds in accordance with federal guidelines or in the event there are changes in the preliminary scope of work, the maximum cost of the ACEE may be increased accordingly. If the cost of the ACEE will exceed the above-stated

Contract  
Page 2

maximum, EPA will provide an estimate of the increased amount. DCC shall pay 80% of the ACEE costs upon full execution of the contract and 20% upon completion of field work as evidenced by invoices of the EPA.

### **III. General Provisions**

The parties to this Contract agree with, and shall adhere to, the following:

#### **A. Access to Records and Work Area**

The Chief Examiner of EPA, the Comptroller General of the United States (if Federal funds), or any other duly authorized representatives of EPA shall have the right of access to any financial and operating data, pertinent books, documents, papers, and records of DCC for the purpose of making audits, financial reviews, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to DCC's personnel for the purpose of interview and discussion related to the ACEE set forth in this Contract. This right of access is not limited to the required retention period, but shall last as long as the records are retained. The DCC also agrees to provide a working area for EPA personnel, which facilitates efficient fieldwork.

#### **B. Compliance with Federal, State, and Local Laws**

In addition to the provisions provided herein, the parties shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State, and local governments, including, but not limited to the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§ 31-13-1, et seq., Ala. Code 1975).

By signing this Contract, the parties affirm, for the duration of the Contract, 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, any party found to be in violation of this provision shall be deemed in breach of the Contract and shall be responsible for all damages resulting therefrom.

In compliance with Act 2016-312, the parties hereby certify that they are not currently engaged in, and will not engage in, boycott of a person or an entity based in or doing business with a jurisdiction with which the state (Alabama) can enjoy open trade.

#### **C. Immunity and Dispute Resolution**

The parties to this Contract recognize and acknowledge that EPA is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Article I, Section 14 of the Alabama Constitution of 1901. It is further acknowledged and agreed that

Contract  
Page 3

none of the provisions and conditions of this Contract shall be deemed to be or construed to be a waiver by EPA of such Constitutional Immunity.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

#### **D. Indemnity**

To the furthest extent permitted by law, DCC shall defend, indemnify, and hold harmless the EPA from any and all losses, consequential damages, expenses including, but not limited to, attorney's fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to the DCC's failure to fulfill its obligations under this Contract.

#### **E. Amendments**

This Contract may be modified, altered, or amended from time to time throughout the duration of this Contract only by a written agreement duly executed by the parties hereto or their duly authorized representative.

#### **F. Entirety**

This Contract contains the entire written Contract between the parties as to the matters contained herein. Any oral representations or oral modifications concerning this Contract shall be of no force or effect.

#### **G. Termination**

This contract may be cancelled by either party upon 30 days written notice provided that any costs shall be paid.

Contract  
Page 4

**H. Term of Contract**

This contract will begin on August 11, 2025 and end on August 11, 2026. EPA agrees to notify DCC in the event of any unforeseen delays affecting this schedule.

IN WITNESS THEROF, the parties have executed this Contract as of the date first written above.

STATE OF ALABAMA  
Department of Examiners  
of Public Accounts

Dale County Commission



Rachel Laurie Riddle  
Chief Examiner



Steve McKinnon  
Chairman



## **MEMORANDUM**

Date: August 26, 2025  
To: Dale County Commission  
From: Jason Qualls, Maintenance Supervisor  
Re: **Jail Repairs to Flooring, Shower Floors and Walls**

After a careful review of the bids, it is the recommendation of the Maintenance Department to award **Jail Repairs to Flooring, Shower Floors and Walls**, to the lowest responsive and responsible bidder.

L.F.C. Epoxy Flooring  
10524 24<sup>th</sup> Street  
Live Oak, FL 32060

## Jail Repairs to Flooring, Shower Floors and Walls

|                       |                   |
|-----------------------|-------------------|
| American Detention    | \$184,000.00      |
| L.F.C. Epoxy Flooring | \$182,846.00      |
| <b>Company</b>        | <b>Bid Amount</b> |

**CONTRACT**

THIS AGREEMENT made and entered into this 26th day of August 2025, by and between DALE COUNTY, ALABAMA, a political subdivision of and Body Corporate in the State of Alabama, party of the first part (hereinafter called the COUNTY) and L F C Epoxy Flooring LLC, party of the second part (hereinafter called the CONTRACTOR),  
WITNESSETH:

WHEREAS, the COUNTY desires the improvement and construction of Jail Repairs to flooring & shower floors and walls hereinafter more particularly described and the CONTRACTOR desires to furnish and deliver all materials and to do and perform all the work and labor for the said purpose; and

WHEREAS, the County has awarded the contract in compliance with Title 39 of the Code of Alabama; and

WHEREAS, The County certifies the following source of funds and their availability for the County's obligations under this contract:

**Source of Sufficient Funds**

  X   County Funds  
     Grant Funds  
     Other Funds \_\_\_\_\_

**Availability of Funds**

  X   Above funds are held by Dale County at contract execution  
     Above funds will become available following contract execution

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and the sum of one dollar (\$1.00) by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The CONTRACTOR promises and agrees to furnish and deliver all the material and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvement and construction of Jail Repairs to flooring & shower floors and walls in strict and entire conformity with the provisions of the Contract, and the Notice to Contractors and the Proposal, and the Plans and Specifications (including Supplemental Specifications) prepared (or approved) by Dale County, the originals of which are on file in the Office of the maintenance supervisor of

NAME OF CONTRACTOR: L F C Epoxy Flooring LLC

ALABAMA CONTRACTOR'S LICENSE NUMBER: Pending

By: Tresten K. Liles  
(Contractor's Signature)

Tresten K. Liles  
(Print Name)

Managing Member  
(Title)

By: \_\_\_\_\_  
(Contractor's Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

By: \_\_\_\_\_  
(Contractor's Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

Valea Matthews  
(Witness)

Valea Howell  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

I, Tresten K. Liles, certify that I am the Managing Member  
(Name) (Title)

of the Corporation named as Contractor herein, that Tresten K. Liles who  
(Name of person signing for contractor)

signed this Contract on behalf of the Contractor, was then Tresten K. Liles of  
(Title of Person Signing)

said Corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporation by authority of its corporate powers.

\_\_\_\_\_  
(Corporate Seal)

PAGE TWO OF CONTRACT

Dale County, and which said Plans and Specifications, Notice to Contractors, Bid Documents, and the Proposal are hereby made a part of this Agreement as fully and to the same effect as the same had been set forth at length in the body of this Agreement.

2. The COUNTY agrees and promises to pay to the CONTRACTOR for said Work in compliance with the provisions of the Alabama Public Works Law, Alabama Code Title 39, as amended, when completed in accordance with the terms set forth in this Contract, which includes the Bid Items & Specifications, Bid Proposal, Insurance Requirements, Bid Bond, Performance Bond, Payment Bond; upon the terms and at the price as set forth in the Bid Proposal, payments made as provided in said Bid Items & Specifications upon presentation of the proper certificates of Dale County.
3. The said 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 Maintenance Supervisor of Dale County or his representatives.
4. The decision of the County Maintenance Supervisor of Dale County upon any question connected with the execution of this Agreement or any failure or delay in the prosecution of the Work by the said CONTRACTOR shall be final and conclusive.

IN WITNESS WHEREOF, DALE COUNTY has caused these present to be executed by Steve McKinnon, CHAIRMAN of the DALE COUNTY COMMISSION AND LFC Epoxy Flooring LLC, THE CONTRACTOR,  
(Name of Contractor)  
has hereto set his/her hand and seal this day and year above written.

THE DALE COUNTY COMMISSION OF  
DALE COUNTY, ALABAMA

By: Steve McKinnon  
Chairman

Attest:

Charles Bradley  
(County Administrator)

(SEAL)

STATE OF FLORIDA  
COUNTY OF SUWANNEE

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify

that Tresten K. Liles whose name as Managing Member  
(Name of Person Signing Contract) (Title of Person Signing)

of L F C Epoxy Flooring LLC, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the within instrument, he, as such officer and with full authority executed the same voluntarily and as the act of said corporation.

Given under my hand and Official Seal this the day of September 3, 2025.

Lisa M. Stephens

NOTARY PUBLIC, SUWANNEE COUNTY, FLORIDA

May 14, 2026

My commission expires

(NOTARY SEAL)



LISA M. STEPHENS  
Notary Public - State of Florida  
My Comm. Exp. May 14, 2026  
Commission # HH 254178

STATE OF ALABAMA  
COUNTY OF DALE

I, Linda June Miller, a Notary Public in and for said State and County, hereby certify that Steve McKinnon and Cheryl Gandy, whose names as President/Chairman and Administrator, respectively, of the DALE COUNTY COMMISSION of DALE COUNTY, a body corporate and politic, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, they as such officers and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the day of 04 September 2025, 2024.

Linda June Miller

NOTARY PUBLIC, Dale COUNTY, ALABAMA

11-14-2026

My commission expires

# HARRIS

## Security Systems

Serving the Southeast Since 1993

11-Aug-25

| Customer and Project Name |  |               |  |
|---------------------------|--|---------------|--|
| Customer:                 | Steven Baxley  | Provider:     | Corey Swanson  |
|                           | Fire Alarm Replacement/Upgrade                             |               | Harris Security Systems, Inc.  |
|                           | 124 Adams St.  |               | PO Box 1182  |
|                           | Ozark, AL 36360  |               | Ozark, AL 36361  |
|                           | Steven Baxley  |               | 800-240-1717   |
|                           |  |               | <a href="mailto:cswanson@harrissecurity.com">cswanson@harrissecurity.com</a> |
|                           | 334-774-5402   | Quote Number: | 45880.354 CS   |
|                           | <a href="mailto:sbaxley@daleso.com">sbaxley@daleso.com</a> |               |  |

| Solution Proposal Materials |                                       |     |
|-----------------------------|---------------------------------------|-----|
| Brand                       | Description                           | QTY |
| EST                         | Fire Alarm Control Panel              | 1   |
| EST                         | Control Panel Communicator            | 1   |
| EST                         | USB Interface Card                    | 1   |
| EST                         | LCD Annunciator with Controls         | 2   |
| EST                         | 11AH Backup Battery                   | 2   |
| EST                         | Multi-criteria Optical Smoke Detector | 28  |
| EST                         | Heat Detectors                        | 2   |
| EST                         | Standard Detector Base with Trim      | 30  |
| EST                         | Optica Duct Detector                  | 6   |
| EST                         | 24 Inch Sample Tube                   | 6   |
| EST                         | Double Action Manual Pull Station     | 7   |
| EST                         | Single Input Module                   | 1   |
| EST                         | Dual Input Module                     | 1   |
| Harris                      | Labor, Programming, System Testing    | 1   |

| Solution Cost Detail:                                      |                    |
|--|--------------------|
| Fire Alarm System Installation Investment                  | \$23,984.00        |
| <b>Total Installation Investment for all Systems above</b> | <b>\$23,984.00</b> |

| Notes and Scope of Work:  |
|---|
| Replace all existing initiating devices, control panel, and remote annunciators. All existing locations will remain the same. There is one smoke detector that need to be moved over from existing back to new surface location to reduce chances of water damage due to attic leaks. Program system and fully test and certify system when complete. Any addition device not covered in this quote will have to be quoted separately, but shall be installed during replacement process. |

| Warranty and Exclusions:  |
|---|
| <ul style="list-style-type: none"> <li>* We will install the systems as discussed. If not specifically included in this quote, Customer is to provide any AC power, Conduit, Network switches or patch panels, Working Fiber, client computer, and Man lift as needed. Prices are good for 10 days. All work will be done during our normal business hours. This quote does not include any previous service. All work will have one-year warranty on labor from Harris Security and material with manufacturers warranty applied.</li> <li>- Limited manufacturer's system warranty to cover material and one year labor provided by our firm; excluding fire, theft, vandalism, acts of God, and neglect, abuse or tampering by others.</li> <li>- We exclude conduit system, boxes, cabinets, 120VAC power unless specifically included in this quote.</li> <li>- Customer to provide Project Schedule for mobilization and material procurement requirements.</li> <li>- Customer to provide AutoCAD documents via CD or other electronic format for development of shop drawings.</li> </ul> <p>Due to Global Supply chain issues, equipment delays and/or shortages, we highly recommend the Owner expedite the approval/purchase order process to ensure current pricing and equipment delivery. Until Supply chain issues/equipment shortages get resolved, Harris Security will order equipment and bill for stored material immediately upon receipt of approved purchase order. Harris Security will order equipment as soon as possible but we cannot guarantee the timeline of availability of the specified material for this project. Harris Security is not responsible for project delays Due to extended delivery times of materials.</p> |

| Customer Acceptance:  |
|---|
| <p>Customer Agrees to pay the above amount for the stated services and equipment in this proposal. The signer below represents that he/she has read this Agreement, agrees, and is an authorized representative of their respective party, notated below. This is a legal and binding agreement between the "Customer" and Harris Security, Inc. AESBL #AL-190, GA#LVA205039, FL#EF20000473. AL GC # 27363 The undersigned agrees, whether signing as Agent or Customer, that in consideration of services and/or materials to be provided to the Customer, the undersigned and Customer are obligated jointly and severally to pay for said services and/or materials in accordance with this Proposal, and that should this account be referred by Harris Security Systems, Inc to an attorney for collection, the undersigned and/or Customer shall pay reasonable attorney's fees, interest at the rate of 1.5 percent per month, and all costs of collection. Further, on behalf of the Customer and the undersigned, the undersigned waives as to this debt, all right of exemption under the Constitution and laws of Alabama or any other states as to personal property.</p> |



# HARRIS

*Security Systems*  
Serving the Southeast Since 1993

**Terms of Payment**

Net 30 Upon Invoice

Customer's Acceptance of Proposal:

Printed Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Acceptance of Proposal Signature: Shane M. Korman

Date: 08-26-15 PO#: \_\_\_\_\_



**County Engineer**  
**Matthew W. Murphy, P.E.**



**Assistant County Engineer**  
**Andrew J. Faulk, P.E.**

## **DALE COUNTY ROAD AND BRIDGE**

Date: August 26, 2025

To: Dale County Commission

From: Matt Murphy  
County Engineer

Re: Resurfacing Project RA-DCP 23-02-25

After a careful review, it is the recommendation of the Dale County Engineering Department to award the RA-DCP 23-02-25 bid to the following:

Wiregrass Construction Company, Inc.  
8974 Hwy 231  
Ariton, AL 36311

\*See attached sheets for results

# Exhibit 4

## Resurfacing Project RA-DCP 23-02-25

| ITEM NO. | DESCRIPTION   | QUANTITY | UNIT        | APAC                  | UNIT PRICE   | Wiregrass Construction | UNIT PRICE  |
|----------|---|----------|-------------|-----------------------|--------------|------------------------|-------------|
| 401B-108 | Bituminous Treatment C  | 19531    | SQUARE YARD | \$ 54,686.80          | \$ 2.80      | \$ 60,546.10           | \$ 3.10     |
| 405A-000 | Tack Coat   | 13359    | GALLON      | \$ 50,764.20          | \$ 3.80      | \$ 62,787.30           | \$ 4.70     |
| 408A-052 | Planing Existing Pavement (Approximately 1.10" - 2.0")  | 3061     | SQUARE YARD | \$ 4,438.45           | \$ 1.45      | \$ 13,009.25           | \$ 4.25     |
|          | Hot Asphalt Plant Mix, Patching (Balanced Mix Design) 1" Max Agg. Size Mix, ESAL Range A/B        | 358      | TON         | \$ 92,006.00          | \$ 257.00    | \$ 63,115.40           | \$ 176.30   |
|          | Hot Asphalt Plant Mix, Leveling (Balanced Mix Design) 3/8" Max Agg. Size Mix, ESAL Range A/B      | 3878     | TON         | \$ 372,288.00         | \$ 96.00     | \$ 419,987.40          | \$ 108.30   |
|          | Hot Asphalt Plant Mix, Wearing Surface (Balanced Mix Design) 1 1/2" Max Agg. Size Mix, ESAL Range | 4900     | TON         | \$ 519,400.00         | \$ 106.00    | \$ 505,435.00          | \$ 103.15   |
|          | Hot Asphalt Plant Mix, Wearing Surface (Balanced Mix Design) 3/4" Max Agg. Size Mix, ESAL Range   | 1320     | TON         | \$ 159,720.00         | \$ 121.00    | \$ 147,774.00          | \$ 111.95   |
|          | Hot Asphalt Plant Mix, Widening (Balanced Mix Design) 1 1/2" Max Agg. Size Mix, ESAL Range        | 892      | TON         | \$ 99,012.00          | \$ 111.00    | \$ 88,798.60           | \$ 99.55    |
| 600A-000 | Mobilization  | 1        | LUMP SUM    | \$ 146,950.00         | \$146,950.00 | \$ 84,000.00           | \$84,000.00 |
| 701A-231 | Solid White, Class 2 Type A, Traffic Stripe   | 4        | MILE        | \$ 15,320.00          | \$3,830.00   | \$ 14,669.00           | \$ 3,667.25 |
| 701A-235 | Solid Yellow, Class 2 Type A, Traffic Stripe  | 3        | MILE        | \$ 11,490.00          | \$3,830.00   | \$ 11,001.75           | \$ 3,667.25 |
| 701A-245 | Broken Yellow, Class 2 Type A, Traffic Stripe   | 2        | MILE        | \$ 4,880.00           | \$2,440.00   | \$ 4,671.98            | \$ 2,335.99 |
| 703B-002 | Traffic Control Legends, Class 2, Type A  | 136.68   | SQUARE FOOT | \$ 792.74             | \$ 5.80      | \$ 755.84              | \$ 5.53     |
| 701C-000 | Broken Temporary Traffic Stripe   | 5        | MILE        | \$ 4,200.00           | \$ 840.00    | \$ 4,018.90            | \$ 803.78   |
| 701C-001 | Solid Temporary Traffic Stripe  | 40       | MILE        | \$ 35,600.00          | \$ 890.00    | \$ 34,160.80           | \$ 854.02   |
| 701G-252 | Solid White Class 2, Type A Traffic Stripe (5" Wide) (Rumble Strip)                               | 550      | LINEAR FOOT | \$ 4,042.50           | \$ 7.35      | \$ 3,866.50            | \$ 7.03     |
| 703A-002 | Traffic Control Markings, Class 2, Type A   | 228      | SQUARE FOOT | \$ 1,368.00           | \$ 6.00      | \$ 1,260.84            | \$ 5.53     |
| 703D-001 | Temporary Traffic Control Markings  | 448      | SQUARE FOOT | \$ 896.00             | \$ 2.00      | \$ 900.48              | \$ 2.01     |
| 7E+000   | Temporary Traffic Control Legends (Paint)   | 136.68   | SQUARE FOOT | \$ 505.72             | \$ 3.70      | \$ 481.11              | \$ 3.52     |
| 705A-032 | Pavement Markers, Class A-H, 1-B  | 70       | EACH        | \$ 406.00             | \$ 5.80      | \$ 387.10              | \$ 5.53     |
| 705A-037 | Pavement Markers, Class A-H, 2-D  | 115      | EACH        | \$ 667.00             | \$ 5.80      | \$ 635.95              | \$ 5.53     |
| 740B-000 | Construction Signs  | 1350.50  | SQUARE FOOT | \$ 8,508.15           | \$ 6.30      | \$ 10,182.77           | \$ 7.54     |
| 7E+002   | Cones (36 Inches High)  | 50       | EACH        | \$ 335.00             | \$ 6.70      | \$ 1,375.00            | \$ 27.50    |
| 740C-000 | Pilot Car   | 1        | EACH        | \$ 2,500.00           | \$2,500.00   | \$ 500.00              | \$ 500.00   |
|          |   |          |             | TOTAL \$ 1,590,776.56 |              | \$ 1,534,321.07        |             |



# County Rebuild Alabama Fund ACEA Project Specific Contract



## CONTRACT

THIS AGREEMENT made and entered into this 26th day of August 2025, by and between DALE COUNTY, ALABAMA, a political subdivision of and Body Corporate in the State of Alabama, party of the first part (hereinafter called the COUNTY) and **WIREGRASS CONSTRUCTION COMPANY, INC.**, party of the second part (hereinafter called the CONTRACTOR), WITNESSETH:

WHEREAS, the COUNTY desires the improvement and construction of certain roads hereinafter more particularly described and the CONTRACTOR desires to furnish and deliver all materials and to do and perform all the work and labor for the said purpose; and

WHEREAS, the County has awarded the contract in compliance with Title 39 of the Code of Alabama and the Rebuild Alabama Act, Act No. 2019-2; and

WHEREAS, The County certifies the following source of funds and their availability for the County's obligations under this contract:

### Source of Sufficient Funds

  X   County Funds  
      Grant Funds  
      Other Funds \_\_\_\_\_

### Availability of Funds

  X   Above funds are held by Dale County at contract execution  
      Above funds will become available following contract execution

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and the sum of one dollar (\$1.00) by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The CONTRACTOR promises and agrees to furnish and deliver all the material and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvement and construction of multiple roads in, DALE COUNTY, known as PROJECT NUMBER RA-DCP 23-02-25 in strict and entire conformity with the provisions of the Contract, and the Notice to Contractors and the Proposal, and the Plans and Specifications (including Supplemental Specifications) prepared (or approved) by the Dale County Engineer, the originals of which are on file in the Office of the County Engineer of

Bidder's Initials: \_\_\_\_\_



## County Rebuild Alabama Fund ACEA Project Specific Contract



PAGE TWO OF CONTRACT

Dale County, and which said Plans and Specifications, Notice to Contractors, Bid Documents, and the Proposal (copy attached) are hereby made a part of this Agreement as fully and to the same effect as the same had been set forth at length in the body of this Agreement.

2. The COUNTY agrees and promises to pay to the CONTRACTOR for said Work in compliance with the provisions of Rebuild Alabama Act, Act No. 2019-02, as amended, and the Alabama Public Works Law, Alabama Code Title 39, as amended, when completed in accordance with the terms set forth in this Contract, which includes the Bid Items & Specifications, Bid Proposal, Insurance Requirements, Bid Bond, Performance Bond, Payment Bond; upon the terms and at the price as set forth in the Bid Proposal, payments made as provided in said Bid Items & Specifications upon presentation of the proper certificates of Dale County.
3. The said 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 Engineer of Dale County or his representatives.
4. The decision of the County Engineer of Dale County upon any question connected with the execution of this Agreement or any failure or delay in the prosecution of the Work by the said CONTRACTOR shall be final and conclusive.

IN WITNESS WHEREOF, DALE COUNTY has caused these present to be executed by Steve McKinnon, CHAIRMAN of the DALE COUNTY COMMISSION AND WIREGRASS CONSTRUCTION COMPANY, INC., THE CONTRACTOR,

(Name of Contractor)

has hereto set his/her hand and seal this day and year above written.

THE DALE COUNTY COMMISSION OF  
DALE COUNTY, ALABAMA

By:   
Chairman

Attest:

  
(County Administrator)

(SEAL)

Bidder's Initials: \_\_\_\_\_



# County Rebuild Alabama Fund ACEA Project Specific Contract

NAME OF CONTRACTOR: WIREGRASS CONSTRUCTION COMPANY, INC.  
(Individual, Partnership, Joint Venture or Corporation)

ALABAMA CONTRACTOR'S LICENSE NUMBER: 5957

By: [Signature]  
(Contractor's Signature)

[Signature]  
(Witness)

Joseph Hoekenga  
(Print Name) **Assistant Secretary**

Adrienne Slavins  
(Print Name) **Assistant Secretary**

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

By: \_\_\_\_\_  
(Contractor's Signature)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

By: \_\_\_\_\_  
(Contractor's Signature)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

I, Adrienne Slavins, certify that I am the Asst. Sec.  
(Name) (Title)

of the Corporation named as Contractor herein, that Joseph Hoekenga who  
(Name of person signing for contractor)  
signed this Contract on behalf of the Contractor, was then Asst. Sec. of  
(Title of Person Signing)

said Corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporation by authority of its corporate powers.

\_\_\_\_\_  
(Corporate Seal)

Bidder's Initials: \_\_\_\_\_



## County Rebuild Alabama Fund ACEA Project Specific Contract

### INSTRUCTIONS FOR BONDS

1. The full name (given, initial, surname) and residence of each individual party to the Bonds must be inserted in the first paragraph.
2. If the Principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are the partners composing the partnership (to be named) and all partners must execute the Bonds as individuals.
3. The State of Incorporation of each corporate party to bonds must be inserted in the first paragraph and the Bonds must be executed under the Corporate Seal of each party attested by its Secretary or other appropriate Officer.
4. The date of the Bonds must not be prior to the date of the Contract.





Bond No. WSC: 30246127 LMIC: 016250593



## County Rebuild Alabama Fund ACEA Project Specific Contract

### PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we Wiregrass Construction Company, Inc.  
P.O. Box 48, Ariton, AL 36311

(Insert here the name & address of legal title of the Contractor)

hereinafter called the Principal, and

Western Surety Company - 151 N. Franklin Street, CHICAGO, IL 60606

Liberty Mutual Insurance Company - 175 Berkeley Street, Boston, MA 02116

(Insert here the name and address of legal title of one or more sureties)

hereinafter called the Surety or Sureties, are held and firmly bound unto the Dale County Commission, a political subdivision of and Body Corporate in the State of Alabama, hereinafter called the Owner in the penal sum of One Million Five Hundred Thirty-Four Thousand Three Hundred Twenty-One and 07/100 Dollars (\$1,534,321.07) for the payment whereof the Principal and the Surety or Sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated August 26, 2025  
(Date of Contract)

entered into a contract with the Owner for:

**RA-DCP-23-02-25**

which agreement is by reference made a part hereof,

NOW THEREFORE, The conditions of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner, its officers, appointees, employees, and agents from all cost and damage which he may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good for any such default thence this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceedings, by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further, that the said surety or sureties, for value received hereby stipulate and agree that no change, extension of time, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

Bidder's Initials: \_\_\_\_\_



# County Rebuild Alabama Fund ACEA Project Specific Contract



STATE OF ALABAMA]  
COUNTY OF DALE]

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Joseph Hoekenga whose name as Assistant Secretary  
(Name of Person Signing Contract) (Title of Person Signing)  
of WIREGRASS CONSTRUCTION COMPANY, INC. a corporation, is signed to the foregoing (Name of Individual, Partnership, Joint Venture or Corporation)  
instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the within instrument, he, as such officer and with full authority executed the same voluntarily and as the act of said corporation.

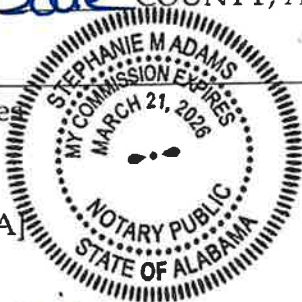
Given under my hand and Official Seal this the day of August 26, 2025.

Stephanie M. Adams

NOTARY PUBLIC, Dale COUNTY, ALABAMA

(NOTARY SEAL)

My commission expires



STATE OF ALABAMA]  
COUNTY OF DALE]

I, Linda June Miller, a Notary Public in and for said State and County, hereby certify that Steve McKinnon and Cheryl Gandy, whose names as President/Chairman and Administrator, respectively, of the DALE COUNTY COMMISSION of DALE COUNTY, a body corporate and politic, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, they as such officers and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the day of 03 September, 2025.

Linda June Miller

NOTARY PUBLIC, Dale COUNTY, ALABAMA

11-14-2026

My commission expires

Bidder's Initials: \_\_\_\_\_





# County Rebuild Alabama Fund ACEA Project Specific Contract



PERFORMANCE BOND  
Page 2 of 2

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the  
27th day of August, 2025, pursuant to the authority of the governing body of each of our  
respective parties.

NAME OF CONTRACTOR: WIREGRASS CONSTRUCTION COMPANY, INC.  
(Individual, Partnership, Joint Venture or Corporation)

By: [Signature]  
(Contractor's Signature)  
Joseph Hoekenga  
(Print Name) Assistant Secretary  
  
(Title)

[Signature]  
(Witness)  
Adrienne Slavins  
(Print Name) Assistant Secretary  
  
(Title)

By: \_\_\_\_\_  
(Contractor's Signature)  
  
\_\_\_\_\_  
(Print Name)  
  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)  
  
\_\_\_\_\_  
(Print Name)  
  
\_\_\_\_\_  
(Title)

By: \_\_\_\_\_  
(Contractor's Signature)  
  
\_\_\_\_\_  
(Print Name)  
  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)  
  
\_\_\_\_\_  
(Print Name)  
  
\_\_\_\_\_  
(Title)

Western Surety Company and  
Liberty Mutual Insurance Company  
NAME OF SURETY

By: Anna Childress  
Anna Childress, ATTORNEY-IN-FACT & AL Resident Agent  
Countersigned by Alabama Licensed Insurance  
Producer for Surety, if applicable:

N/A  
\_\_\_\_\_  
Producer's Name License No.  
  
\_\_\_\_\_  
Address

**NOTICE TO INSURANCE PRODUCER:**  
Please print or write legibly your name and  
Complete address below including  
PRODUCER'S COMPANY

Anna Childress  
2000 International Park Drive, Suite 600  
Birmingham, AL 35243  
McGriff, a Marsh & McLennan  
Agency LLC Company  
PRODUCER'S COMPANY

Bidder's Initials: \_\_\_\_\_

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Mark W Edwards II, Jeffrey M Wilson, William M Smith, Robert R Freel, Alisa B Ferris, Anna Childress, Richard H Mitchell, Individually, of Birmingham, AL R E Daniels, Individually, of Pensacola, FL  
Robert M Verdin, Individually, of Covington, LA  
Robert R Davis, Individually, of Atlanta, GA

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of November, 2023.



WESTERN SURETY COMPANY

*Larry Kasten*

Larry Kasten, Vice President

State of South Dakota } ss  
County of Minnehaha

On this 9th day of November, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day 27 of August, 2025



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



## POWER OF ATTORNEY

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8213597-016032

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, \_\_\_\_\_ Alisa B. Ferris; Anna Childress; Jeffrey M. Wilson; Mark W. Edwards, II; Richard H. Mitchell; Robert R. Freel; Samuel F. Audia, III; William M. Smith

all of the city of Birmingham state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of April, 2025.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: Nathan J. Zangerle  
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 3rd day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2029  
Commission number 1128044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS:** Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts:** Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27 day of August, 2025.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.





Bond No. WSC: 30246127 LMIC: 016250593



## County Rebuild Alabama Fund ACEA Project Specific Contract

### PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we Wiregrass Construction Company, Inc.

P.O. Box 48, Arton, AL 36311

, as Principal,

(Insert here the name & address of legal title of the Contractor) and

Western Surety Company - 151 N. Franklin Street, CHICAGO, IL 60606 & Liberty Mutual Insurance Company - 175 Berkeley Street, Boston, MA 02116

(Insert here the name and address of legal title of one or more sureties)

as Surety, are held and firmly bound unto said Dale County Commission, a political subdivision of and body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of **One Million Five Hundred Thirty-Four Thousand Three Hundred Twenty-One and 07/100 Dollars (\$1,534,321.07)** lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said principal has entered into a certain Contract with said Obligee, dated **August 26, 2025.** (Hereinafter called the Contract) for  
(Date of Contract)

**RA-DCP 23-02-25**

which Contract and the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, The Condition of this Obligation is such that if the said Principal and all subcontractors to whom any portion of the work in said contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees incurred by the successful claimant or plaintiffs in suits or claims against the contractor arising out of or in connection with the said contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the County in which the work provided for in said Contract is to be performed or in any County in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

Bidder's Initials: \_\_\_\_\_



## County Rebuild Alabama Fund ACEA Project Specific Contract



PAYMENT BOND  
Page 2 of 3

(b) The Principal and Surety hereby designate and appoint the President/Chairman of the County Commission of Dale County, Dale County, State of Alabama, or his successor or representative as the agent of each of them to receive and accept services of process or other pleading issued, or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damages or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding, thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to §39-1-1 of The Code of Alabama, 1975 edition.

The remaining on this page is intentionally left blank.

Bidder's Initials: \_\_\_\_\_



# County Rebuild Alabama Fund ACEA Project Specific Contract



PAYMENT BOND

Page 3 of 3

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the  
27th day of August, 2025, pursuant to the authority of the governing body of each of our  
 respective parties.

NAME OF CONTRACTOR: Wiregrass Construction Company, Inc.  
 (Individual, Partnership, Joint Venture or Corporation)

By: \_\_\_\_\_

(Contractor's Signature)

Joseph Hoekenga  
 (Print Name) **Assistant Secretary**

(Title)

By: \_\_\_\_\_

(Contractor's Signature)

(Print Name)

(Title)

By: \_\_\_\_\_

(Contractor's Signature)

(Print Name)

(Title)

Western Surety Company and  
 Liberty Mutual Insurance Company

NAME OF SURETY

By: \_\_\_\_\_

Anna Childress & AL Resident Agent  
 ATTORNEY-IN-FACT

Countersigned by Alabama Licensed Insurance  
 Producer for Surety, if applicable:

N/A

Producer's Name

License No.

Address

(Witness)

Adrienne Slavins  
 (Print Name) **Assistant Secretary**

(Title)

(Witness)

(Print Name)

(Title)

(Witness)

(Print Name)

(Title)

## NOTICE TO INSURANCE PRODUCER:

Please print or write legibly your name and  
 Complete address below including  
 PRODUCER'S COMPANY

Anna Childress

2000 International Park Drive, Suite 600  
 Birmingham, AL 35243

McGriff, a Marsh & McLennan  
 Agency LLC Company

PRODUCER'S COMPANY

Bidder's Initials: \_\_\_\_\_

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Mark W Edwards II, Jeffrey M Wilson, William M Smith, Robert R Freeland, Alisa B Ferris, Anna Childress, Richard H Mitchell, Individually, of Birmingham, AL R E Daniels, Individually, of Pensacola, FL Robert M Verdin, Individually, of Covington, LA Robert R Davis, Individually, of Atlanta, GA**

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of November, 2023.



WESTERN SURETY COMPANY

*Larry Kasten*

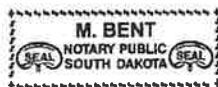
Larry Kasten, Vice President

State of South Dakota } ss  
County of Minnehaha

On this 9th day of November, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day 27 of August, 2025.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.





## POWER OF ATTORNEY

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8213597-016032**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alisa B. Ferris; Anna Childress; Jeffrey M. Wilson; Mark W. Edwards, II; Richard H. Mitchell; Robert R. Freet; Samuel F. Audia, III; William M. Smith

all of the city of Birmingham state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of April, 2025.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: Nathan J. Zangerle  
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA  
County of MONTGOMERY

On this 3rd day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2029  
Commission number 1128044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27 day of August, 2025.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.





Bond No. WSC: 30246127 LMIC: 016250593



## County Rebuild Alabama Fund ACEA Project Specific Contract

### PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we Wiregrass Construction Company, Inc.  
P.O. Box 48, Ariton, AL 36311

(Insert here the name & address of legal title of the Contractor)

hereinafter called the Principal, and

Western Surety Company - 151 N. Franklin Street, CHICAGO, IL 60606

Liberty Mutual Insurance Company - 175 Berkeley Street, Boston, MA 02116

(Insert here the name and address of legal title of one or more sureties)

hereinafter called the Surety or Sureties, are held and firmly bound unto the Dale County Commission, a political subdivision of and Body Corporate in the State of Alabama, hereinafter called the Owner in the penal sum of One Million Five Hundred Thirty-Four Thousand Three Hundred Twenty-One and 07/100 Dollars (\$1,534,321.07) for the payment whereof the Principal and the Surety or Sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated August 26, 2025  
 (Date of Contract)

entered into a contract with the Owner for:

**RA-DCP-23-02-25**

which agreement is by reference made a part hereof,

NOW THEREFORE, The conditions of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner, its officers, appointees, employees, and agents from all cost and damage which he may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good for any such default thence this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceedings, by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further, that the said surety or sureties, for value received hereby stipulate and agree that no change, extension of time, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

Bidder's Initials: \_\_\_\_\_



# County Rebuild Alabama Fund ACEA Project Specific Contract



PERFORMANCE BOND  
Page 2 of 2

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the  
27th day of August, 2025, pursuant to the authority of the governing body of each of our  
respective parties.

NAME OF CONTRACTOR: WIREGRASS CONSTRUCTION COMPANY, INC.  
(Individual, Partnership, Joint Venture or Corporation)

By: [Signature]  
(Contractor's Signature)

(Print Name) **Joseph Hoekenga**  
**Assistant Secretary**

(Title)

By: \_\_\_\_\_  
(Contractor's Signature)

(Print Name)

(Title)

By: \_\_\_\_\_  
(Contractor's Signature)

(Print Name)

(Title)

Western Surety Company and  
Liberty Mutual Insurance Company

NAME OF SURETY

By: [Signature]  
Anna Childress, ATTORNEY-IN-FACT & AL Resident Agent

Countersigned by Alabama Licensed Insurance  
Producer for Surety, if applicable:

N/A  
Producer's Name License No.

Address

[Signature]  
(Witness)

(Print Name) **Adrienne Slavins**  
**Assistant Secretary**

(Title)

(Witness)

(Print Name)

(Title)

(Witness)

(Print Name)

(Title)

**NOTICE TO INSURANCE PRODUCER:**  
Please print or write legibly your name and  
Complete address below including  
PRODUCER'S COMPANY

Anna Childress  
2000 International Park Drive, Suite 600  
Birmingham, AL 35243  
McGriff, a Marsh & McLennan  
Agency LLC Company

PRODUCER'S COMPANY

Bidder's Initials: \_\_\_\_\_

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents**, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Mark W Edwards II, Jeffrey M Wilson, William M Smith, Robert R Freel, Alisa B Ferris, Anna Childress, Richard H Mitchell, Individually, of Birmingham, AL R E Daniels, Individually, of Pensacola, FL Robert M Verdin, Individually, of Covington, LA Robert R Davis, Individually, of Atlanta, GA**

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of November, 2023.



WESTERN SURETY COMPANY

*Larry Kasten*

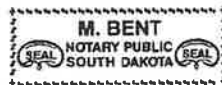
Larry Kasten, Vice President

State of South Dakota } ss  
County of Minnehaha

On this 9th day of November, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day 27 of August, 2025.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27<sup>th</sup> day of April, 2022:

**"RESOLVED:** That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligatee Services > Validate Bond Coverage, if you want to verify bond authenticity.



## POWER OF ATTORNEY

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8213597-016032

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alisa B. Ferris; Anna Childress; Jeffrey M. Wilson; Mark W. Edwards, II; Richard H. Mitchell; Robert R. Freel; Samuel F. Audia, III; William M. Smith

all of the city of Birmingham state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of April, 2025.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: Nathan J. Zangerle  
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA  
County of MONTGOMERY ss

On this 3rd day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2029  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27 day of August, 2025.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.





Bond No. WSC: 30246127 LMIC: 016250593



## County Rebuild Alabama Fund ACEA Project Specific Contract

### PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we Wiregrass Construction Company, Inc.

P.O. Box 48, Arton, AL 36311

, as Principal,

(Insert here the name & address of legal title of the Contractor) and

Western Surety Company - 151 N. Franklin Street, CHICAGO, IL 60606 & Liberty Mutual Insurance Company - 175 Berkeley Street, Boston, MA 02116

(Insert here the name and address of legal title of one or more sureties)

as Surety, are held and firmly bound unto said Dale County Commission, a political subdivision of and body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of One Million Five Hundred Thirty-Four Thousand Three Hundred Twenty-One and 07/100 Dollars (\$1,534,321.07) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said principal has entered into a certain Contract with said Obligee, dated August 26, 2025. (Hereinafter called the Contract) for  
(Date of Contract)

RA-DCP 23-02-25

which Contract and the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, The Condition of this Obligation is such that if the said Principal and all subcontractors to whom any portion of the work in said contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees incurred by the successful claimant or plaintiffs in suits or claims against the contractor arising out of or in connection with the said contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right to action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the County in which the work provided for in said Contract is to be performed or in any County in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

Bidder's Initials: \_\_\_\_\_



## County Rebuild Alabama Fund ACEA Project Specific Contract



PAYMENT BOND  
Page 2 of 3

(b) The Principal and Surety hereby designate and appoint the President/Chairman of the County Commission of Dale County, Dale County, State of Alabama, or his successor or representative as the agent of each of them to receive and accept services of process or other pleading issued, or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damages or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding, thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to §39-1-1 of The Code of Alabama, 1975 edition.

The remaining on this page is intentionally left blank.

Bidder's Initials: \_\_\_\_\_



# County Rebuild Alabama Fund ACEA Project Specific Contract



PAYMENT BOND

Page 3 of 3

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the  
27th day of August, 2025, pursuant to the authority of the governing body of each of our  
 respective parties.

NAME OF CONTRACTOR: Wiregrass Construction Company, Inc.  
 (Individual, Partnership, Joint Venture or Corporation)

By:

(Contractor's Signature)

(Print Name)

**Joseph Hoekenga**  
 Assistant Secretary

(Title)

By:

(Contractor's Signature)

(Print Name)

(Title)

By:

(Contractor's Signature)

(Print Name)

(Title)

Western Surety Company and  
 Liberty Mutual Insurance Company

NAME OF SURETY

By:

Anna Childress  
 Anna Childress & AL Resident Agent

Countersigned by Alabama Licensed Insurance  
 Producer for Surety, if applicable:

N/A

Producer's Name

License No.

Address

(Witness)

(Print Name)

**Adrienne Slavins**  
 Assistant Secretary

(Title)

(Witness)

(Print Name)

(Title)

(Witness)

(Print Name)

(Title)

## NOTICE TO INSURANCE PRODUCER:

Please print or write legibly your name and  
 Complete address below including  
 PRODUCER'S COMPANY

Anna Childress

2000 International Park Drive, Suite 600  
 Birmingham, AL 35243

McGriff, a Marsh & McLennan  
 Agency LLC Company

PRODUCER'S COMPANY

Bidder's Initials: \_\_\_\_\_

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Mark W Edwards II, Jeffrey M Wilson, William M Smith, Robert R Freel, Alisa B Ferris, Anna Childress, Richard H Mitchell, Individually, of Birmingham, AL R E Daniels, Individually, of Pensacola, FL Robert M Verdin, Individually, of Covington, LA Robert R Davis, Individually, of Atlanta, GA**

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of November, 2023.



WESTERN SURETY COMPANY

*Larry Kasten*

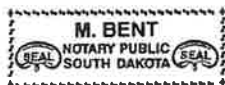
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 9th day of November, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day 27 of August, 2025



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27<sup>th</sup> day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.





## POWER OF ATTORNEY

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8213597-016032**

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, \_\_\_\_\_  
Alisa B. Ferris; Anna Childress; Jeffrey M. Wilson; Mark W. Edwards, II; Richard H. Mitchell; Robert R. Freel; Samuel F. Audia, III; William M. Smith

all of the city of Birmingham state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of April, 2025.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: Nathan J. Zangerle

Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 3rd day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2029  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 21 day of August, 2025.

By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



# FY 2026 County Transportation Plan

## Dale County



Date Approved by the Dale County Commission: August 26, 2025

Date Amended by the Dale County Commission: N/A

| Map Index           | Project No.     | Road Name/Number        | Begin   |          | End     |          | Project Details  |                    |                        |  | Total Project Estimate Cost | Estimated Amount Planned To Be Utilized Under Competitive Bid | Estimated Amount Planned To Be Utilized Under Public Works | County Rebuild Alabama Funds or Federal Aid Exchange Funds (List fund type separately for projects involving both CRAFs and FAEFs) | CRAF Amount    | FAEF Amount  |
|---------------------|-----------------|-------------------------|---|----------|---------|----------|------------------|--------------------|------------------------|--|-----------------------------|---|--|--|----------------|--------------|
|                     |                 |                         | Lat.  | Long.    | Lat.    | Long.    | Road Improvement | Bridge Improvement | Project Length (miles) | Description of Work                                |                             |   |  |  |                |              |
|                     |                 |                         |   |          |         |          |                  |                    |                        | Estimated Beginning Balance                        |                             |   |  |  | \$912,000.00   | \$790,000.00 |
|                     |                 |                         |   |          |         |          |                  |                    |                        | Estimated Annual Revenue                           |                             |   |  |  | \$1,200,000.00 | \$400,000.00 |
| 1                   | RA-DCP-23-02-25 | Perry Point             | 31.3779   | -85.6363 | 31.3791 | -85.6300 | X                |                    | 0.41                   | Resurface from CR-21 to dead end                   | \$106,000.00                |   | \$106,000.00   | CRAF   | \$106,000.00   |              |
| 2                   | RA-DCP-23-02-25 | CR-515,516,530          | 31.3972   | -85.4734 | 31.3948 | -85.4675 | X                |                    | 0.87                   | Resurface from CR-67 to End of Pavement            | \$122,000.00                |   | \$122,000.00   | CRAF   | \$122,000.00   |              |
|                     |                 |                         |   |          |         |          |                  |                    |                        |  |                             |   |  |  |                |              |
|                     |                 |                         |   |          |         |          |                  |                    |                        |  |                             |   |  |  |                |              |
| 3                   | RA-DCP-23-02-25 | CR-75                   | 31.2897   | -85.4767 | 31.2934 | -85.4766 | X                |                    | 0.23                   | Widen, Level, Resurface from CR-10 to US-231       | \$39,000.00                 |   | \$39,000.00  | CRAF   | \$39,000.00    |              |
| 4                   | RA-DCP-23-02-25 | CR-445                  | 31.2985   | -85.7861 | 31.3202 | -85.7870 | X                |                    | 1.54                   | Resurface from US-84 to CR-17                      | \$414,000.00                |   | \$414,000.00   | FAEF   |                | \$414,000.00 |
| 5                   | RA-DCP-23-02-25 | CR-16                   | 31.4102   | -85.4623 | 31.4195 | -85.4265 | X                |                    | 2.15                   | Widen, Resurface from Goldberg Stagefield to CR-83 | \$440,000.00                |   | \$440,000.00   | FAEF   |                | \$440,000.00 |
| 6                   | RA-DCP-23-02-25 | CR-233                  | 31.4863   | -85.7781 | 31.4839 | -85.7805 | X                |                    | 0.25                   | Resurface from CR-30W to FL Novosel gate           | \$39,000.00                 |   | \$39,000.00  | CRAF   | \$39,000.00    |              |
| 7                   | RA-DCP-23-02-25 | CR-221                  | 31.5422   | -85.6737 | 31.5703 | -85.6865 | X                |                    | 2.52                   | Resurface from SR-223 to CR-19W                    | \$394,000.00                |   | \$394,000.00   | CRAF   | \$394,000.00   |              |
|                     | DCP 23-01-18    | Bond Issue Payment      |   |          |         |          | X                |                    |                        | County Wide Chipseal                               | \$150,000.00                |   | \$150,000.00   | CRAF   | \$150,000.00   |              |
|                     |                 | County Wide Striping    |   |          |         |          | X                |                    |                        | Striping Various Roads                             | \$100,000.00                |   | \$100,000.00   | CRAF   | \$100,000.00   |              |
|                     |                 | Road Building Materials |   |          |         |          |                  |                    |                        | Transfer to Road Building Materials                | \$200,000.00                | \$200,000.00  |  | CRAF   | \$200,000.00   |              |
|                     |                 |                         |   |          |         |          |                  |                    |                        |  |                             |   |  |  |                |              |
| Totals/Grand Totals |                 |                         | Total Miles Addressed CTP<br>(Total Mileage Does Not Include Bridge Projects) |          |         |          |                  |                    | 7.97                   | Total CTP Estimated Costs                          | \$2,004,000.00              | \$200,000.00  | \$1,804,000.00   | Total CRAF/FAEF Remaining Estimated  | \$882,000.00   | \$336,000.00 |

**EXHIBIT K****Secondary Manufacturers' Combined Subdivision Participation and Release Form**  
**("Combined Participation Form")**

|                      |                                 |        |           |
|----------------------|---------------------------------|--------|-----------|
| Governmental Entity: | <i>Dale County Commission</i>   | State: | <i>AL</i> |
| Authorized Official: | <i>Steve McKinney, Chairman</i> |        |           |
| Address 1:           | <i>202 Hwy 123 So., Suite C</i> |        |           |
| Address 2:           |                                 |        |           |
| City, State, Zip:    | <i>Opark, AL 36360</i>          |        |           |
| Phone:               | <i>334-774-6025</i>             |        |           |
| Email:               | <i>Admin@dalecountyal.gov</i>   |        |           |

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
  - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
  - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
  - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
  - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
  - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
  - f. Settlement Agreement for Viatriis Inc. ("Mylan") dated April 4, 2025.
  - h. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
  - i. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity

authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.<sup>1</sup>
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,<sup>2</sup> and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any

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<sup>1</sup> See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

<sup>2</sup> See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.

way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void *only as to* those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: Steve McKinnon  
Name: Steve McKinnon  
Title: Chairman  
Date: 08-26-25



## SECONDARY OPIOID MANUFACTURER ALLOCATION AGREEMENT

The State of Alabama, acting through its Attorney General, has reached separate agreements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus to resolve the State's claims against those companies and their related entities. That agreement is dependent on participation by litigating subdivisions, certain litigating county health departments and/or boards of health, certain litigating public hospitals, and certain non-litigating subdivisions. Accordingly, the State of Alabama and its Political Subdivisions, subject to Council, Commission, or Board resolution or other formal action as may be required, hereby enter into this Agreement relating to the execution of the settlement agreement between the State and the Secondary Opioid Manufacturers and the allocation and use of the proceeds to be paid pursuant to that settlement.

### A. Definitions

As used in this Agreement:

1. "The State" shall mean the State of Alabama acting through its Attorney General.
2. "Political Subdivision(s)" shall mean any Alabama municipality, county, municipal agency, county agency, or any combination of two or more Alabama municipalities, counties, or municipal agencies, other than those defined as Governmental Public Health Entities, whose participation is required by the secondary opioid manufacturers' settlement agreements.
3. "Governmental Public Health Entities" shall mean Alabama's Health Care Authorities, Boards of Health, and other public hospitals whose participation is required by the secondary opioid manufacturers' settlement agreements, or that are otherwise included in the definition of "Special District," "Health District," "Hospital District," or "Subdivision" within the secondary opioid manufacturers' settlement agreements.
4. "Local Government Executive Committee" shall mean the Local Government and Governmental Public Health Entity Executive Committee appointed by the Montgomery County Circuit Court to, among other things, work with the Attorney General on behalf of the Political Subdivisions and Governmental Public Health Entities to develop an allocation agreement for the sharing and use of opioid abatement funds.
5. "The Parties" shall mean the State of Alabama, the Political Subdivisions, and the Governmental Public Health Entities.
6. The "Receiver" shall be the person, company, or entity that is appointed by the Circuit Court of Montgomery County, Alabama to establish and administer the Qualified Settlement Fund or other vehicle for administering the funds to be paid to the Political Subdivisions and Governmental Public Health Entities as set forth in Section B below.
7. "Settlement Funds" shall mean funds obtained pursuant to the State of Alabama's settlement agreement with the Secondary Opioid Manufacturers.

8. The “Subdivision and Governmental Public Health Entity Share” shall mean the allocation percentage earmarked for the Political Subdivisions and Governmental Public Health Entities as set forth in Section B.1.

9. “Secondary Opioid Manufacturers” shall mean Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, Zydus and any other entities qualifying as a “released entity” under the settlement agreements with each individual company.

10. “Alvogen” shall mean Alvogen, Inc. and any other entities qualifying as a “released entity” under Section I, Paragraph EEE of the settlement agreement, including those entities identified in Exhibit J to the agreement.

11. “Amneal” shall mean Amneal Pharmaceuticals LLC and any other entities qualifying as a “released entity” under Section I, Paragraph GGG of the settlement agreement, including those entities identified in Exhibit J to the agreement.

12. “Apotex” shall mean Apotex Corp. and any other entities qualifying as a “released entity” under Section I, Paragraph GGG of the settlement agreement, including those entities identified in Exhibit J to the agreement.

13. “Hikma” shall mean Hikma Pharmaceuticals USA Inc., formerly known as West-Ward Pharmaceuticals Corp. and any other entities qualifying as a “released entity” under Section I, Paragraph JJJ of the settlement agreement, including those entities identified in Exhibit J to the agreement.

14. “Indivior” shall mean Indivior Inc. and any other entities qualifying as a “released entity” under Section I, Paragraph HHH of the settlement agreement, including those entities identified in Exhibit J to the agreement.

15. “Mylan” shall mean Viatris, Inc. and any other entities qualifying as a “released entity” under Section I, Paragraph HHH of the settlement agreement, including those entities identified in Exhibit J to the agreement.

16. “Sun” shall mean Sun Pharmaceutical Industries, Inc. and any other entities qualifying as a “released entity” under Section I, Paragraph III of the settlement agreement, including those entities identified in Exhibit J to the agreement.

17. “Zydus” shall mean Sydus Pharmaceuticals (USA) Inc. and any other entities qualifying as a “released entity” under Section I, Paragraph DDD of the settlement agreement, including those entities identified in Exhibit J to the agreement.

**B. Allocation of Settlement Proceeds**

1. The State, Political Subdivisions, and Governmental Public Health Entities shall divide settlement funds recovered by the State with 40% going to the Political Subdivisions, 10% going to the Governmental Public Health Entities, and 50% going to the State.

2. To the extent practicable, the Secondary Opioid Manufacturers will make payment of the Subdivision and Governmental Public Health Entity Share directly to the Receiver appointed to distribute the Subdivision and Governmental Public Health Entity Share. The Receiver shall place those funds in trust until the Special Master provides instructions as to the allocation percentages for each Political Subdivision and Governmental Public Health Entity eligible to receive a settlement payment.

3. It is anticipated that Joseph Tann, who has been appointed by the Montgomery County Circuit Court as Special Master, will continue in that role and that he shall set allocation percentages with finality for all Alabama Political Subdivisions and Governmental Public Health Entities as defined herein that are eligible to receive an award payment. The Special Master's allocation to the Political Subdivisions will be calculated on a pro rata basis utilizing the allocation metrics developed within MDL 2804 for purposes of illustrating how a proposed Negotiation Class would have worked in that litigation ("the MDL Calculator") for each town, city, and county entitled to share in the Subdivision Share. The Special Master's allocation to the Governmental Public Health Entities will be calculated using the methodology decided upon by Hon. Sally Shushan in an arbitration proceeding and as applied in prior opioid-related settlements. The Parties may not cancel or terminate this Agreement based on the Special Master's allocation.

4. The Special Master shall provide his final recommendation to the Parties as soon as practicable.

5. Counsel for each Political Subdivision and Governmental Public Health Entity will be responsible for providing to the Receiver all necessary instructions for effectuating payment, such as check or wiring instructions, signed W-9s, and any other documentation required for accounting or distribution purposes.

6. Irrespective of allocation, all Settlement Funds, other than those amounts apportioned to pay Subdivision Fees and Costs pursuant to Section VII.B of the Settlement Agreement, shall be used in a manner consistent with the List of Opioid Remediation Uses set out in Exhibit E to the settlement agreement. document, with the exception of those funds that may be paid to counsel under the terms of the settlement agreement.

**C. Payment of Counsel and Litigation Expenses**

1. Nothing in this Agreement shall supersede, modify, alter, or substitute any contingency fee agreements the State, Political Subdivisions, or Governmental Public Health Entities have with their respective outside counsel.

2. Counsel for any Political Subdivision or Governmental Public Health Entity who seeks to recover attorneys' fees from settlement funds shall first seek to recover such fees from the attorney fee funds described in each settlement agreement in order to pay or offset such fees. For such purposes, the Parties agree that Special Master Joseph C. Tann will calculate an allocation of any fee fund on a pro-rata basis using the same allocation percentage Special Master Tann assigns to each Political Subdivision and Governmental Public Health Entity.

3. The Parties further agree that a supplemental attorneys' fee fund (the "Deficiency Fund") was previously created and is utilized for all Alabama opioid-related settlements. The Deficiency Fund shall continue to operate as it has for prior Alabama opioid-related settlements. Specifically, administration of the Deficiency Fund shall remain the responsibility of Special Master Tann. The costs of administration of the Deficiency Fund may be paid out of the Deficiency Fund. The Deficiency Fund is to be used to compensate counsel for the Political Subdivisions and Governmental Public Health Entities that are entitled to share in settlement proceeds. Eligible contingent fee contracts shall have been executed on or before the effective date of any such settlement.

4. The Deficiency Fund shall be funded as follows: (a) the total of 25% of the Political Subdivision Share plus 25% of the Governmental Public Health Entity Share of each payment that is allocated for that Settlement, unless a contingency fee agreement with a Political Subdivision or Governmental Public Health Entity calls for a fee of less than 25%, in which case the lesser percentage will be used to calculate that subdivision's or entity's contribution to the Deficiency Fund, reduced by (b) the total Political Subdivision and Governmental Public Health Entity fee fund created by a settlement and referenced herein. These funds shall be deposited to the Deficiency Fund prior to distribution to the Participating Political Subdivisions and Governmental Public Health Entities. Contingent fee contracts used for these calculations shall be capped at 25% or the actual contract rate, whichever is less.

5. Special Master Tann will create a mathematical model to calculate attorneys' fees awards from the Deficiency Fund. The factors to be included in the mathematical model are: (a) the same allocation percentage Special Master Tann assigns to each Political Subdivision; and (b) the contingency fee percentage originally agreed upon, in writing, by the attorney and its Political Subdivision client. Political Subdivision contingent fee contracts shall not exceed 25% or the actual contract rate, whichever is less. Eligible contingent fee contracts shall be executed as of September 7, 2023.

6. To the extent that funds paid from a Political Subdivision and Governmental Public Health Entity fee fund in the designated amounts or percentages are inadequate to fully pay amounts due under contingent fee contracts, funds shall be distributed to private counsel for Political Subdivisions and Governmental Public Health Entities qualified to participate in a settlement on a pro rata basis using the same allocation percentage Special Master Tann assigns to each Political Subdivision and Governmental Public Health Entity.

7. Any funds remaining in the Deficiency Fund in excess of the amounts needed to cover private counsel's representation agreements shall revert to the Political Subdivisions and Governmental Public Health Entities and be allocated to the sources from which they derived.

8. Neither the Special Master, any payment vendor or Receiver contemplated by Sections B.2 or B.3 herein, nor the State of Alabama, bear any responsibility or liability for any Political Subdivision's counsel's fee arrangements with referral attorneys, affiliated counsel, and the like.

**D. Conflicts With Other Agreements**

By entering into this Agreement, the Parties agree and acknowledge that the distribution, expenditure, and oversight of Settlement Funds as discussed herein shall be governed by this Agreement. In the event that any term contained in this Agreement conflicts with any allocation plan, apportionment plan, distribution methodology, or abatement plan that is created by, or subject to the discretion of, some other individual, entity, or court outside the State of Alabama, the Parties agree that the terms of this Agreement, including any exhibits attached hereto, shall govern.

**E. Jurisdiction**

The Parties agree to submit and consent to the exclusive jurisdiction of the Montgomery County Circuit Court, Judge J.R. Gaines, for the resolution of any disputes arising under this agreement.

SECONDARY OPIOID MANUFACTURER  
ALLOCATION AGREEMENT SIGN-ON

The undersigned, as a duly appointed representative of the County/City of Dale, has read the attached Secondary Opioid Manufacturer Allocation Agreement, understands its terms, and agrees to be bound by those terms.

Done, this 26 day of August, 2025.

Steve McKinnon  
Name

Chairman  
Title

Steve McKinnon  
Signature

City/County of Dale



**EXHIBIT K****Subdivision Participation and Release Form**

|                      |                                |        |           |
|----------------------|--------------------------------|--------|-----------|
| Governmental Entity: | <i>Dale County Commission</i>  | State: | <i>AL</i> |
| Authorized Official: | <i>Steve McQuinn, Chairman</i> |        |           |
| Address 1:           | <i>202 Hwy 123 S., Suite C</i> |        |           |
| Address 2:           |                                |        |           |
| City, State, Zip:    | <i>Ozark, AL 36360</i>         |        |           |
| Phone:               | <i>334-174-1025</i>            |        |           |
| Email:               | <i>Admin@dalecountyal.gov</i>  |        |           |

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the "Agreement")<sup>1</sup>, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as and to the extent provided in, and for resolving disputes to the extent provided in, the

<sup>1</sup> Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released

Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: Steve McKinnon  
Name: Steve McKinnon  
Title: Chairman  
Date: 08-26-25

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

|  |   |                         |
|--|---|-------------------------|
| In re:   | ) |                         |
|  | ) | Chapter 11              |
| PURDUE PHARMA L.P., <i>et al.</i> , <sup>1</sup> | ) |                         |
|  | ) | Case No. 19-23649 (SHL) |
| Debtors.   | ) |                         |
|  | ) | (Jointly Administered)  |

**BALLOT FOR VOTING TO ACCEPT OR REJECT  
THE THIRTEENTH AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION  
OF PURDUE PHARMA L.P. AND ITS AFFILIATED DEBTORS**

**CLASS 4: NON-FEDERAL DOMESTIC GOVERNMENTAL CLAIMS**

**Please read and follow the enclosed instructions carefully before completing the ballot. This ballot is being sent to you to solicit your vote on the Debtors' Plan of Reorganization.**

**THIS BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED SO AS TO BE  
ACTUALLY RECEIVED BY KROLL RESTRUCTURING ADMINISTRATION LLC  
("KROLL" OR THE "SOLICITATION AGENT") BY 4:00 P.M. (PREVAILING  
EASTERN TIME) ON SEPTEMBER 30, 2025 (THE "VOTING DEADLINE").**

The Solicitation Agent, on behalf of Purdue Pharma L.P. ("Purdue Pharma"), its general partner Purdue Pharma Inc., and Purdue Pharma's wholly owned direct and indirect subsidiaries, as debtors and debtors in possession (collectively, the "Debtors"), is soliciting votes to accept or reject the *Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and Its Affiliated Debtors*, dated March 19, 2025 [D.I. 7306] (together with all schedules and exhibits thereto, and as may be modified, amended or supplemented from time to time, the "Plan"<sup>2</sup>) from the Holders of certain Impaired Claims against the Debtors.

You are receiving this ballot (the "Ballot") because our records indicate that you have asserted a Claim against the Debtors as of May 12, 2025 (the "Voting Record Date"). Your Claim

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's registration number in the applicable jurisdiction, are as follows: Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrium Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Purdue Products L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF LP (0495), SVC Pharma LP (5717) and SVC Pharma Inc. (4014). The Debtors' corporate headquarters is located at One Stamford Forum, 201 Tresser Boulevard, Stamford, CT 06901.

<sup>2</sup> Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Plan or the Disclosure Statement & Solicitation Procedures Order (as defined herein), as applicable.



192364904289130

is classified under the Plan in Class 4 (Non-Federal Domestic Governmental Claims). Except as otherwise set forth in the Bar Date Order, all timely filed Claims have been deemed filed against the Debtors, and, therefore, you are being solicited to vote to accept or reject the Plan as provided in Item 2 below on account of your Class 4 Claim.

The rights of Holders of Claims in Class 4 are described in the Disclosure Statement for the Plan, filed on March 19, 2025 [D.I. 7307] (together with all schedules and exhibits thereto, and as may be modified, amended or supplemented from time to time, the "Disclosure Statement") and the Bankruptcy Court's order approving the Disclosure Statement and related solicitation procedures [D.I. 7615] (the "Disclosure Statement & Solicitation Procedures Order"). The Solicitation Package you are receiving with this Ballot provides instructions detailing how to access electronic versions, request hard copies or request flash-drive format versions of each of the Disclosure Statement & Solicitation Procedures Order as entered by the Bankruptcy Court (without any exhibits), the Disclosure Statement as approved by the Court (with the Plan annexed thereto) and a letter from the Official Committee of Unsecured Creditors (such letter, the "Creditors' Committee Letter"). If you would like to obtain additional solicitation materials, free of charge, you may contact the Solicitation Agent by (i) visiting the Debtors' case website at <https://restructuring.ra.kroll.com/purduepharma>; (ii) writing Purdue Pharma Ballot Processing, c/o Kroll Restructuring Administration LLC, 850 3rd Avenue, Suite 412, Brooklyn, NY 11232; (iii) emailing [purduepharmainfo@kroll.com](mailto:purduepharmainfo@kroll.com) (with "Purdue Pharma Solicitation Inquiry" in the subject line) or (iv) calling the Solicitation Agent at (844) 217-0912 (U.S./Canada, toll-free) or +1 (347) 859-8093 (if calling from outside the U.S. or Canada). You may also access these materials for a fee via PACER at <https://www.nysb.uscourts.gov/>.

Pursuant to the Disclosure Statement & Solicitation Procedures Order, the Bankruptcy Court has approved the Disclosure Statement as containing adequate information under section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe that you have received this Ballot in error, please contact the Solicitation Agent at the address or telephone numbers set forth above.

**For your vote to be counted, this Ballot must be properly completed, signed and returned to the Solicitation Agent so that it is actually received by the Solicitation Agent no later than 4:00 p.m. (prevailing Eastern Time) on September 30, 2025.**

If a controversy arises regarding whether any Claim is properly classified under the Plan, the Bankruptcy Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Bankruptcy Court finds that the classification of any Claim is improper, then such Claim shall be reclassified and the Ballot previously cast by the Holder of such Claim shall be counted in, and the Claim shall receive the treatment prescribed in, the Class in which the Bankruptcy Court determines such Claim should have been classified, without the necessity of resoliciting any votes on the Plan. Notwithstanding the fact that your Claim would otherwise satisfy the definition of another type of Claim, or your receipt of a ballot or notice, which identifies your Claim as belonging to a specific Class for voting and distribution purposes, any Claim that satisfies the definition of Co-Defendant Claims under Sections 1.1 and 4.17 of the Plan





shall be a Co-Defendant Claim and any Claim that satisfies the definition of an Other Subordinated Claim under Sections 1.1 and 4.18 of the Plan shall be an Other Subordinated Claim.

If you have any questions on how to properly complete this Ballot, please contact the Solicitation Agent at (844) 217-0912 (U.S./Canada, toll-free) or +1 (347) 859-8093 (international) or by email at [purduepharmainfo@kroll.com](mailto:purduepharmainfo@kroll.com) (with "Purdue Pharma Solicitation Inquiry" in the subject line). You may also contact the Creditors' Committee with any questions at [PurdueCreditorInfo@AkinGump.com](mailto:PurdueCreditorInfo@AkinGump.com). **THE SOLICITATION AGENT AND THE CREDITORS' COMMITTEE ARE NOT AUTHORIZED TO, AND WILL NOT, PROVIDE YOU WITH LEGAL ADVICE.**



**IMPORTANT NOTICE REGARDING CERTAIN RELEASES (INCLUDING THIRD-PARTY RELEASES), EXCULPATION, INJUNCTION AND CHANNELING INJUNCTION PROVISIONS IN THE PLAN:**

Sections 10.6, 10.7, 10.8, 10.9, 10.10, 10.11, 10.12 and 10.13 of the Plan contain release, shareholder release, exculpation, injunction, channeling injunction, MDT Insurer injunction, Settling MDT Insurer injunction and shareholder channeling injunction provisions. Thus, you are advised to review and consider the Plan, the Disclosure Statement and the Creditors' Committee Letter carefully. Below is a summary of the release provisions. For the avoidance of doubt, to the extent any provision of this notice conflicts with the terms of the Plan, the terms of the Plan will control. Capitalized terms used below have the meanings ascribed to such terms in the Plan.

Pursuant to the Plan, certain Releasing Parties are releasing (i) the Released Parties and (ii) the Shareholder Released Parties from certain Claims and Causes of Action.

The Releasing Parties include, collectively, (i) the Supporting Claimants, solely in their respective capacities as such, (ii) the Opt-In Settling Creditors, (iii) the Settling Co-Defendants and (iv) with respect to each of the Persons in the foregoing clauses (i) through (iii), each of their Related Parties to the extent such Releasing Party has the authority under applicable law to grant such release on their behalf, in each case, other than any Shareholder Released Party.

The Released Parties include, collectively, (i) the Debtors, (ii) each of the Debtors' Related Parties, solely in their respective capacities as such, and (iii) solely for purposes of the releases by the Debtors in Section 10.6(a) of the Plan, (A) the Supporting Claimants, the Creditors' Committee and the Creditors' Committee's members and each of their respective professionals, in each case solely in their respective capacities as such and (B) the Settling Co-Defendants and each of their Related Parties, in each case solely in their respective capacities as such; *provided, however*, that, notwithstanding the foregoing or anything herein to the contrary, no Excluded Party or Shareholder Release Snapback Party shall be a Released Party in any capacity or respect. For purposes of this definition of "Released Parties," the phrase "solely in their respective capacities as such" means, with respect to a Person, solely to the extent a claim against such Person (x) arises from such Person's conduct or actions taken in such capacity, or from such Person's identified capacity in relation to another specified Released Party and not, in either case, from such Person's conduct or actions independent of such capacity, and (y) to the extent such Person's liability depends on or derives from the liability of such other Released Party, such claim would be released if asserted against such other Released Party.

The Shareholder Released Parties include the beneficiaries of the separate shareholder release provisions in the Plan. The Plan Supplement will include the Shareholder Settlement, which will provide for, among other things, the settlement of claims against the Shareholder Released Parties.

**Your participation in the Third-Party Releases will be governed by the terms of the Governmental Entity Shareholder Direct Settlement.**

**You are advised to carefully review the Plan, the Disclosure Statement, the Plan Supplement and the Governmental Remediation Trust Documents, which set forth the eligibility requirements and process by which the Governmental Remediation Trust will make payments to Holders of qualified Non-Federal Domestic Governmental Claims. For the avoidance of doubt, to the extent any provision of this notice conflicts with the terms of the Plan, the terms of the Plan will control.**



## INSTRUCTIONS FOR COMPLETING THIS BALLOT

This Ballot is provided to you to solicit your vote to accept or reject the Plan. The terms of the Plan are described in the Disclosure Statement. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**

The Plan will be accepted by Class 4 if the Plan is accepted by the Holders of at least two-thirds (2/3) in amount and at least one-half (1/2) in number of the Claims in Class 4 that vote on the Plan in such Class. In the event that Class 4 votes to reject the Plan, the Bankruptcy Court may nevertheless confirm the Plan and, thereby, make the Plan binding on the Holders of Claims in Class 4 if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the Holders of Claims in Class 4 and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all Holders of Claims against, and Interests in, the Debtors (including those Holders who abstain from voting on or vote to reject the confirmed Plan, and those Holders who are not entitled to vote on the confirmed Plan) will be bound by the confirmed Plan and the transactions contemplated thereunder.

**To have your vote counted, you must complete, sign and return this Ballot so that it is actually received by the Solicitation Agent no later than the Voting Deadline of September 30, 2025 at 4:00 p.m. (prevailing Eastern Time).** Ballots must be delivered to the Solicitation Agent at the appropriate address listed below:

| <b>If online by E-Ballot:</b>  | <b>If by standard or overnight mail:</b>  | <b>If by hand delivery:</b>  |
|--|---|--|
| Visit <a href="https://restructuring.ra.kroll.com/purduepharma">https://restructuring.ra.kroll.com/purduepharma</a> and click on the "Submit E-Ballot" link. | Purdue Pharma Ballot Processing<br>c/o Kroll Restructuring<br>Administration LLC<br>850 3rd Avenue, Suite 412<br>Brooklyn, NY 11232 | Purdue Pharma Ballot Processing<br>c/o Kroll Restructuring Administration<br>LLC<br>850 3rd Avenue, Suite 412<br>Brooklyn, NY 11232  |
| For your E-Ballot login credentials and further details, please see page 8 below.  |   | If you plan to hand-deliver your Ballot to Kroll's office, please email <a href="mailto:purduepharmaballots@kroll.com">purduepharmaballots@kroll.com</a> (with "Purdue Pharma Ballot Delivery" in the subject line) at least twenty-four (24) hours in advance of your arrival at the Kroll address above to arrange delivery. |

**Class 4 Ballots will not be accepted by telecopy, facsimile, email or other electronic means of transmission (other than by E-Ballot).**

You must properly complete the Ballot as follows:

- a. **Item 1 (Amount of Claim).** Please note that each Claim in Class 4 has been allowed in the amount of \$1.00 for voting purposes only, and not for distribution, allowance or any other purpose.



- b. Item 2 (Vote on the Plan). Cast one vote to accept or reject the Plan by checking the appropriate box in Item 2 below. You must vote the entire amount of your Claim either to accept (i.e., vote in favor of) or reject (i.e., vote against) the Plan and you may not split your vote. Accordingly, any vote within a single Class that attempts partially to accept and partially reject the Plan will not be counted.
- c. If you hold Claims in a Class other than Class 4, you may receive more than one Ballot or Solicitation Package, labeled for a different Class of Claims. Your vote will be counted in determining acceptance or rejection of the Plan by a particular Class of Claims only if you complete, sign and return the Ballot labeled for such Class of Claims in accordance with the instructions on that Ballot.
- d. If more than one timely, properly completed Ballot is received, unless the Holder of the Class 4 Claim receives Bankruptcy Court approval otherwise, then the last properly executed, timely received, valid Ballot will be deemed to reflect that voter's intent and will supersede and revoke any prior Ballot.
- e. If you fail to designate either an acceptance or rejection of the Plan or designate both an acceptance and rejection of the Plan, the Solicitation Agent may, in its discretion, either contact you to attempt to cure the defect or not count your vote as either an acceptance or rejection of the Plan.
- f. Item 3 (Acknowledgments and Certifications). Item 3 contains certain required certifications, which you are making by signing and returning the Ballot. Please ensure that you have read and understood the certifications prior to signing the Ballot and the certifications are correct for your Ballot. Provide your name, mailing address and any remaining information requested in Item 3 below.
- g. If you are completing this Ballot on behalf of another claimant, indicate your relationship with such claimant and the capacity in which you are signing on the appropriate line in Item 3 in the Ballot below. By submitting the Ballot, you are certifying that you have authority to so act and agree to provide documents evidencing such authority upon request (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act).
- h. Sign and date the Ballot.
- i. If additional space is required to respond to any item on the Ballot, please use additional sheets of paper clearly marked to indicate the applicable item of the Ballot to which you are responding. Do not include medical records with this Ballot. Medical records cannot be returned by the Solicitation Agent.
- j. Deliver the completed, executed Ballot so as to be actually received by the Solicitation Agent by the Voting Deadline.



**PLEASE NOTE:**

No Ballot shall constitute or be deemed a Proof of Claim or an assertion of a Claim. No fees, commissions, or other remuneration will be payable for soliciting votes on the Plan.

**NOTHING CONTAINED HEREIN OR IN THE SOLICITATION PACKAGES SHALL RENDER YOU OR ANY OTHER PERSON THE AGENT OF THE DEBTORS OR THE SOLICITATION AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF THE DEBTORS OR THE SOLICITATION AGENT WITH RESPECT TO THE PLAN, EXCEPT FOR THE STATEMENTS CONTAINED IN THE SOLICITATION PACKAGES.**

**IF THE DEBTORS' PLAN OF REORGANIZATION IS CONFIRMED BY THE BANKRUPTCY COURT, IT WILL BE BINDING ON YOU WHETHER OR NOT YOU HAVE VOTED TO ACCEPT OR REJECT THE DEBTORS' PLAN OF REORGANIZATION (EXCEPT AS OTHERWISE PROVIDED IN THE PLAN).**

**IF YOU (A) HAVE ANY QUESTIONS REGARDING THE BALLOT, (B) DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR (C) NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE SOLICITATION AGENT AT 844-217-0912 (U.S./CANADA, TOLL-FREE) OR +1 347-859-8093 (INTERNATIONAL), OR BY EMAILING [PURDUEPHARMAINFO@KROLL.COM](mailto:PURDUEPHARMAINFO@KROLL.COM) (WITH "PURDUE PHARMA SOLICITATION INQUIRY" IN THE SUBJECT LINE). PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT. YOU MAY ALSO CONTACT THE CREDITORS' COMMITTEE WITH ANY QUESTIONS AT [PURDUECREDITORINFO@AKINGUMP.COM](mailto:PURDUECREDITORINFO@AKINGUMP.COM). THE SOLICITATION AGENT AND THE CREDITORS' COMMITTEE ARE NOT AUTHORIZED TO, AND WILL NOT, PROVIDE YOU WITH LEGAL ADVICE.**





**SUBMITTING BY E-BALLOT****PLEASE COMPLETE THE FOLLOWING:**

To submit your Ballot via the “E-Ballot” platform, please visit <https://restructuring.ra.kroll.com/purduepharma>. Click on the “Submit E-Ballot” section of the website and follow the instructions to submit your Ballot.

**IMPORTANT NOTE:** You will need the following information to retrieve and submit your customized E-Ballot:

Unique E-Ballot ID#: F7PG-V4G2-EWJV-EVNP

The Solicitation Agent’s “E-Ballot” platform is the sole manner in which your Ballot will be accepted via electronic or online transmission. Ballots submitted by telecopy, facsimile, email or other electronic means of transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your E-Ballot. Please complete and submit an E-Ballot for each E-Ballot ID# you receive, as applicable.

Holders who cast a Ballot using the Solicitation Agent’s “E-Ballot” platform should NOT also submit a paper Ballot.



## CLASS 4 BALLOT

## PLEASE COMPLETE THE FOLLOWING:

**Item 1. Amount of Class 4 Claims.** Please note that each Claim in Class 4 has been allowed in the amount of \$1.00 for voting purposes only, and not for purposes of ultimate "Allowance" of a Claim, distribution of value under the Plan or for any other purpose. For the avoidance of doubt, the \$1.00 amount at which a Claim has been allowed for voting purposes does not impact the payment that a Holder of a Class 4 Claim may receive.

Claims Amount: \$1.00

**Item 2. Vote on the Plan.** The undersigned Holder of Class 4 Claims hereby votes to (*check only one box*):

- ☒ **ACCEPT (I.E., VOTE IN FAVOR OF) the Plan**  
☐ **REJECT (I.E., VOTE AGAINST) the Plan**

**Item 3. Acknowledgments and Certification.** By signing this Ballot, the undersigned certifies and/or acknowledges that:

- (a) either the undersigned is: (i) the Holder of the Class 4 Claims being voted; or (ii) an authorized signatory for a person or entity that is a Holder of the Class 4 Claims being voted, and, in either case, has the full power and authority to vote to accept or reject the Plan with respect to the Claims identified in Item 1 above;
- (b) the undersigned has been provided with a copy of the Disclosure Statement, including the Plan and all other exhibits thereto, the Disclosure Statement & Solicitation Procedures Order without exhibits and a Confirmation Hearing Notice;
- (c) the solicitation of votes is subject to all terms and conditions set forth in the Plan, Disclosure Statement & Solicitation Procedures Order and the procedures for the solicitation of votes to accept or reject the Plan contained therein;
- (d) the undersigned has cast the same vote with respect to all of its Class 4 Claims; and
- (e) no other Ballots with respect to the amount of the Class 4 Claims identified in Item 1 above have been cast or, if any other Ballots have been cast with respect to such Claims, then any such earlier Ballots are hereby revoked.



Name of Claimant:

Dale County, Alabama

Signature:

Steve McKinnonName of Signatory  
(if different than Claimant):Steve McKinnon, Chairman

If authorized by Agent, Title of Agent:

Street Address:

202 Hwy 1235, SeetalStreet Address:  
(continued)

City, State, Zip Code:

Ozark, AL 36360

Telephone Number:

334-774-6025

Email Address:

Admin@dalecountyal.gov

Date Completed:

08-26-25