

CHAMBERS COUNTY COMMISSION MEETING.....MARCH 21, 2016

The Chambers County Commission met on Monday, March 21, 2016, at 4:00 P.M. CST with the following members in attendance: Chairman Joe Blanks, Commissioners Charlie Williams, James Brown, Henry Osborne, David Eastridge and Debbie Wood. Engineer Harvill, County Attorney McCoy and County Manager Chambers were also present.

PUBLIC COMMENTS FROM CITIZENS

Ms. Monica Shaw owner of Diane's Castle invited the Commissioners, Engineer, Attorney and Staff to the Open House Social on Saturday, April 2, 2016, 6:00 p.m. to 9:00 pm.

Mr. Willie Morris of the Oak Bowery Community had questions about a resolution from the January 19, 2016 meeting "A Bill To Be Entitled An Act". Attorney Skip McCoy explained to Mr. Morris what that resolution was and the process that the Chambers County Commission must go through with the legislative delegation in order to get a bill introduced and passed.

PUBLIC COMMENTS FROM ELECTED OFFICIALS

Captain Jason Fuller, of the Sheriff's Department/Solid Waste Department stated that he wanted to make the Commission aware that the Solid Waste pickup contract with Advance will expire on July 31, 2016. Commissioner Wood asked that he introduce the lady beside him. He stated that this is Macy Whorton whom has taken Ms. Phyllis Lindsay's place in the Solid Waste Office.

AWARDS, PROCLAMATIONS & PRESENTATIONS

Commissioner Brown presented the Proclamation for LaFayette Day and Hike/Bike/Run Week to Craig Brown, Executive Director of Valley haven School (see page 666).

Commissioner Wood presented a Proclamation for National Service Recognition Day (Ms. Stirling Hutchins, Program Manager Member Development Coordinator of Impact America was unable to attend the meeting (see page 667).

MINUTES AND WARRANTS PAYABLE

Commissioner Osborne motioned to adopt the March 7, 2016, minutes and warrants payable. Commissioner Brown seconded the motion. It was **approved** by the "I" vote.

RESOLVED: "To approve the March 7, 2016, minutes and warrants payable."

AGENDA APPROVAL

Commissioner Williams motioned to approve the agenda as presented for the March 21, 2016 meeting. Commissioner Wood seconded the motion. It was **approved** by the "I" vote.

RESOLVED: "To approve the agenda for the March 21, 2016 meeting."

**RESOLUTION: TO SEND OUT BIDS FOR FENCING
MAJOR CLAY STEWART**

Major Clay Stewart of the Chambers County Detention Facility asked for a resolution to send out bids for fencing on the property across from the Chambers County Detention Center since the cost is going to be more than the bid law requires. Chairman Blanks asked if he had some specs, Maj. Stewart stated that he did but was not able to bring them because of computer problems. He also stated that he had been looking on the Military Surplus Site to maybe cut some cost. He will put in the bid option that we provide the fence so as to costs if he were to find fencing less expensive. Commissioner Wood stated that she felt more comfortable if this went through the committee so that we would know exactly what we are getting. Attorney McCoy stated that once he developed the specs that it should be brought to the Public Facilities and Infrastructure Committee for review and recommendation. Commissioner Wood amended the resolution to ask Major Stewart to set the specs and deliver them to the committee through County Manager Chambers and that they work together on sending out the bids. Commissioner Brown, Chair of the Public Facilities and Infrastructure Committed set a meeting for April 4, 2015, at 3:00 p.m. CT in the Commission Chambers. Commissioner Brown seconded the motion. It was **approved** by the “I” vote.

RESOLVED: “That Major Stewart prepare the specs and deliver them to the committee through County Manager Chambers and that they work together on sending out the bids.”

**RESOLUTION: PETITION FOR REMOVAL OF PROPERTY
FROM INDUSTRIAL PARK STATUS
COUNTY ATTORNEY MCCOY**

County Attorney Skip McCoy stated that he had received a petition from the City of Valley for removal of certain Property from Industrial Park Status. This is the property that the City of Valley had recently purchased from the West Point near the Mill store contains approximately 315 acres of real property that is in County Industrial Park Status. The Petition is in Order and at this point he requested a public hearing prior to our April 4th Commission meeting at 3:45 p.m. Commissioner Eastridge motioned to set a public hearing prior to our April 4th Commission meeting at 3:45 p.m. Commissioner Williams seconded the motion. It was **approved** by the “I” vote.

RESOLVED: “To set a public hearing prior to our April 4th Commission meeting at 3:45 p.m.”

**RESOLUTION: TO AMEND LINE ITEM 111.44915
COUNTY ENGINEER HARVILL**

County Engineer Harvill requested approval to amend line item 111.44915 in the FY 2016 budget from \$90,000 to \$295,000. This resolution had come out of the Rules, Ways & Means Committee with a First and a Second. It was **approved** by the “I” vote.

RESOLVED: “To amend line item 111.44915 in the FY 2016 budget from \$90,000 to \$295,000.”

**RESOLUTION: TO AMEND LINE ITEM 111.49101
COUNTY ENGINEER HARVILL**

County Engineer Harvill requested approval to amend line item 111.49101 in the FY 2016 budget from \$0 to \$350,000. This resolution had come out of the Rules, Ways & Means Committee with a First and a Second. It was **approved** by the “**I**” vote.

RESOLVED: “To amend line item 111.49101 in the FY 2016 budget from \$0 to \$350,000.”

**RESOLUTION: TO AMEND LINE ITEM 111.53100.238
COUNTY ENGINEER HARVILL**

County Engineer Harvill requested approval to amend line item 111.53100.238 in the FY 2016 budget from \$87,748.40 to \$856,000. This resolution had come out of the Rules, Ways & Means Committee with a First and a Second. It was **approved** by the “**I**” vote.

RESOLVED: “To amend line item 111.53100.238 in the FY 2016 budget from \$87,748.40 to \$856,000.”

**RESOLUTION: TO AMEND LINE ITEM 111.53100.539
COUNTY ENGINEER HARVILL**

County Engineer Harvill requested approval to amend line item 111.53100.539 in the FY 2016 budget from \$600,000 to \$0. This resolution had come out of the Rules, Ways & Means Committee with a First and a Second. It was **approved** by the “**I**” vote.

RESOLVED: “To amend line item 111.53100.539 in the FY 2016 budget from \$600,000 to \$0.”

**RESOLUTION: TO AMEND THE FY 2016 BUDGET TO DELETE
LINE ITEM 111.59200.700
COUNTY ENGINEER HARVILL**

County Engineer Harvill requested approval to amend the FY 2016 budget to delete line item 111.59200.700. This resolution had come out of the Rules, Ways & Means Committee with a First and a Second. It was **approved** by the “**I**” vote.

RESOLVED: “To amend the FY 2016 budget to delete line item 111.59200.700.”

**RESOLUTION: TO EXECUTE AGREEMENT WITH ADEM FOR
THE COLLECTION & DISPOSAL OF SCRAP TIRES
COUNTY ENGINEER HARVILL**

County Engineer Harvill requested a resolution to execute the agreement with the Alabama Department of Environmental Management for the collection and disposal of scrap tires from the County’s Right-of-Way. A copy of the Contractual Agreement between Chambers County Commission and the Alabama

department of Environmental Management was passed out to the Commission. Commissioner Eastridge motioned to accept the agreement (see pages 668 - 672). Commissioner Brown seconded the motion. It was **approved** by the "I" vote.

RESOLVED: "To execute the agreement with the Alabama Department of Environmental Management for the collection and disposal of scrap tires from the County's Right-of-Way (see pages 668 - 672)."

OLD BUSINESS

Commissioner Wood stated that there was some Old Business that came from the Rules, Ways & Means Committee regarding a Leehan abatement. She stated that Ms. Kimberly Carter of the Chambers County Development Authority was here and would like to discuss this as Old Business. Ms. Carter stated that she did meet with the Rules, Ways and Means Committee a few weeks ago and presented to them an expansion that Leehan would be having for new parts and machinery, this is a \$2.7 million expansion and they will be hiring ten new employees. This is a three year abatement, the estimated property tax that will be abated is \$12,771.33 and the estimated sales tax is \$139,500.00, the schools portion of this abatement is sales & use is \$18,500.00, property tax is \$8,266.33, this did come out of committee (see pages 673 - 678). It was **approved** by the "I" vote.

RESOLVED: "To give Leehan a three year abatement for the following amounts: estimated property tax \$12,771.33 and the estimated sales tax \$139,500.00, the schools portion of this abatement is sales & use is \$18,500.00, property tax is \$8,266.33 (see pages 673 - 678)."

STAFF REPORTS

County attorney McCoy stated that a recent Human Resources meeting there were some questions that came up with regards to the FMLA (Family Medical Leave Act). There was a question as to whether we needed to get an AG opinion concerning those matters. He give each commissioner a hand out with his answers to the questions, and noted that when the commissioners had time to look over them we would need to discuss them; it could require the commission amend current policies and to look at possibly adopting a FMLA policy.

County Engineer Harvill gave some good news on some of our flood relief especially in the City of Lanett. He stated that Mayor McCoy and Chief Johnny Allen have been very good to work with and very understanding with what we have been up against on Cherry Drive and 11 as we have a very small right of way to work within. We are making progress and we hope to get down there soon. Engineer Harvill recommended work start on 12th bridge. He noted it does not carry as much traffic as Cherry Drive but it does hinder emergency vehicles with all three being closed. On the County's stand point we have made some repairs to 30th Street across from the 911 building without having to close the road, we are working on 34th Avenue Southwest directly across from the 911 building, it has been closed since the disaster we hope to have that open on Wednesday.

MEETING WAS ADJOURNED

I have read the minutes and reviewed the warrants payable. I do hereby **APPROVE** the minutes and warrants payable.

Chairman Joe Blanks _____

Commissioner Charlie Williams _____

Commissioner James Brown _____

Commissioner Henry Osborne _____

Commissioner David Eastridge _____

Commissioner Debbie Wood _____

PROCLAMATION



STATE OF ALABAMA
CHAMBERS COUNTY

LAFAYETTE DAY & HIKE/BIKE/RUN WEEK

WHEREAS, Valley Haven School provides a valuable service to our area individuals with handicapping conditions; and

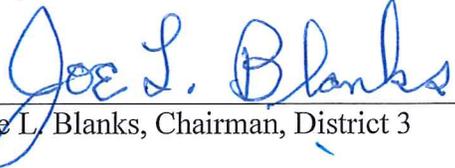
WHEREAS, The whole community combines efforts each year to support the Hike/Bike/Run for Valley Haven School; and

WHEREAS, The Annual Hike/Bike/Run is the most important fundraising event for Valley Haven School each year; and

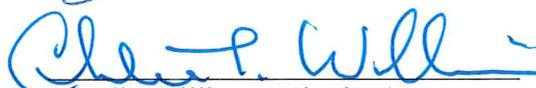
WHEREAS, This is the 40th Annual Hike/Bike/Run and the 19th Annual LaFayette Day for Valley Haven; and

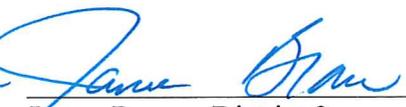
THEREFORE, be it proclaimed by the Chambers County Commission that the week of April 4th through April 9th, 2016 as "LaFayette Days for Valley Haven School" in the City of LaFayette. We call upon all the citizens of our county to join with thousands of other individuals in generously helping to provide the funds for support of our Valley Haven School. We ask everyone to please support LaFayette Day on Saturday, April 9th and the Hike/Bike/Run on Saturday, May 7th.

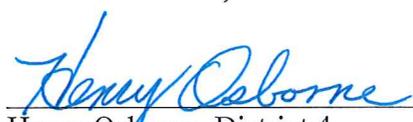
IN WITNESS WHEREOF, We have hereunto set our hands this 21st day of March in the year of our Lord Two Thousand and Sixteen.

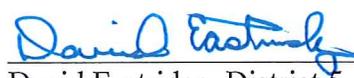

Joe L. Blanks, Chairman, District 3


Debbie Wood, Co-Chairman, District 6


Charlie Williams, District 1


James Brown, District 2


Henry Osborne, District 4


David Eastridge, District 5

PROCLAMATION



STATE OF ALABAMA
CHAMBERS COUNTY

NATIONAL SERVICE RECOGNITION DAY
APRIL 5, 2016

WHEREAS, service to others is a hallmark of the American character, and central to how we meet our challenges; and

WHEREAS, the nation's counties are increasingly turning to national service and volunteerism as a cost-effective strategy to meet county needs; and

WHEREAS, participants in AmeriCorps and Senior Corps address the most pressing challenges facing our cities and nation, from educating students for jobs of the 21st century and supporting veterans and military families to providing health services and helping communities recover from natural disasters; and

WHEREAS, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

WHEREAS, AmeriCorps and Senior Corps participants serve in more than 50,000 locations across the country, including Circle of Care Center for Families and Beulah Senior Center located in Chambers County, as well as with organizations from across the state who travel to Chambers County to provide services such as health screenings and educational advancement, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our county's economic and social well-being; and

WHEREAS, hundreds of national service participants of all ages and backgrounds participate in service in Chambers County, providing vital support to county residents and improving the quality of life in our county; and

WHEREAS, national service participants increase the impact of the organizations they serve, both through their direct service and by managing millions of additional volunteers; and

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

WHEREAS, national service participants demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, the Corporation for National and Community Service shares a priority with city and county officials nationwide to engage citizens, improve lives, and strengthen communities; and is joining with the National League of Cities, National Association of Counties, Cities of Service, and mayors and county officials across the country for the Mayor and County Recognition Day for National Service on April 5, 2016.

THEREFORE, BE IT RESOLVED that Chambers County Commission, does hereby proclaim April 5, 2016, as National Service Recognition Day, and encourage residents to recognize the positive impact of national service in our community and thank those who serve; and to find ways to give back to their communities.

IN WITNESS WHEREOF, We have hereunto set our hands this 21st day of March in the year of our Lord Two Thousand and Sixteen.

Joe L. Blanks
Joe L. Blanks, Chairman, District 3

Charlie Williams
Charlie Williams, District 1

Henry Osborne
Henry Osborne, District 4

Debbie Wood
Debbie Wood, Co-Chairman, District 6

James Brown
James Brown, District 2

David Eastridge
David Eastridge, District 5

STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

**CONTRACTUAL AGREEMENT BETWEEN
CHAMBERS COUNTY COMMISSION
AND THE ALABAMA DEPARTMENT
OF ENVIRONMENTAL MANAGEMENT**

This Agreement is entered into between Chambers County Commission (Contractor) and the Alabama Department of Environmental Management (Department) pursuant to an appropriation by the U.S. Environmental Protection Agency. This Agreement will provide for The collection, management, disposal, and/or offering for beneficial use of discarded tires and regulated solid waste, funded by the Scrap Tire Fund, for work performed within the State of Alabama.

The parties hereto agree as follows:

1. Scope of Services

The Contractor will provide services as set out in the Scope of Services, which is included with this Agreement as Attachment A and which is incorporated as if fully set out herein.

2. Payment

A. The Department agrees to reimburse the Contractor an amount not to exceed \$125,000.00 for the services performed under this Agreement. Unless otherwise specified in the workplan, mileage, travel and per diem costs will be reimbursed in accordance with state law.

B. The Contractor shall submit invoices in triplicate not more than once per quarter to the Department for actual cost incurred. The final invoice shall be submitted within ninety (90) days of expiration of this Agreement.

C. In the case of non governmental agencies, prior to the purchase of any items or the execution of any printing contracts under this agreement with a value less than \$1,000.00, one quote or attempt for a quote of outside costs, including but not limited to copying costs and freight terms, must be obtained. For items with a value from \$1,000.00 to \$3,000.00, two such quotes or attempts for quotes must be obtained. For items with a value from \$3,000.00 to \$7,499.00, three such quotes or attempts for quotes must be obtained. The purchase of any items or the execution of any contract shall comply with the Alabama Bid Laws Sections 41-16-20 et. Seq. of the Code of Alabama (1975).

D. The Contractor is aware of the critical time schedule for completion of the remediation work as described herein and that said work is to be completed in strict compliance with the remediation plan and hereby agrees to compensate the Department for damages caused by not completing the work specified or within the time period shown herein. The amount of damages shall be calculated and retained by the Department from the sum due the Contractor. The Contractor hereby agrees that liquidated damages in the amount of \$250.00 per day may be retained and assessed against the Contractor for each and every day the completion of the work is delayed beyond the time specified date herein, not as a penalty, but as a mutually agreed to, predetermined amount to reimburse the Alabama Solid Waste Remediation Fund for costs associated with the delay to include the assignment of the project to another contractor, if deemed necessary by the Department. Furthermore, the Contractor hereby agrees that liquidated damages in an amount to be determined by the Department and calculated based on a minimum of \$500.00 up to 10 percent (10%) of the total contract price per breach or deviation from the remediation plan and may be retained and/or assessed against the Contractor. The Contractor may for each and every said breach or deviation from the remediation plan be assessed liquidated damages as specified herein, not as a penalty, but as a mutually agreed to, predetermined amount to reimburse the Alabama Solid Waste Remediation Fund for the costs associated with any breach or deviation from the remediation plan and to include the cost of assignment of the project to another contractor for proper remediation consistent with said remediation plan, if deemed necessary by the Department.

3. Term of Agreement

All work performed under this Agreement shall begin on the date on which this Agreement is executed, and shall terminate on September 30, 2018. This Agreement is conditioned upon the receipt of sufficient funds from the Alabama Legislature and/or the U.S Environmental Protection Agency and is subject to termination in the event of proration of the

fund from which payment under this Agreement is to be made. If the term of this Agreement extends beyond one fiscal year, this Agreement is subject to termination in the event that funds are not appropriated for the continued payment of the contract in subsequent fiscal years. This Agreement may be amended by the mutual written agreement of both parties but under no circumstances shall the expiration date be extended or the contract amount be increased without approval in accordance with Section 29-2-41 Code of Alabama 1975.

4. Termination of Agreement for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In that event, any finished or unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed under this Agreement.

5. Termination for Convenience of the Department

The Department may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination and under the same conditions as herein set forth for the Department, the Contractor may cancel this Agreement. In the event of cancellation, all finished or unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property. If the Agreement is terminated by the Department as provided herein, the Contractor shall be paid for all work satisfactorily completed prior to termination.

6. Changes

The Department may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increases or decreases in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Department and the contractor shall be incorporated in written amendments to this Agreement.

7. Title VI and Equal Employment Opportunity

The Contractor will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements of the U. S. Environmental Protection Agency (hereinafter called "EPA") issued pursuant to that title, to the end that in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this contract.

There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, age or disability covered by the Americans with Disabilities Act. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor shall insert a similar provision in all subcontracts for services covered by this Agreement.

8. Interest of Members of the Department and Others

No officer, member or employee of the Department and no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

9. Assignability

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department.

10. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the Department requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the Department, unless such confidentiality would be contrary to the law of the State of Alabama or the United States.

11. Acknowledgment

Videos, films, computer disks, printed information or other materials produced for dissemination under this agreement must include the Department's logo, prominently displayed, along with the following acknowledgment:

"This project was funded or partially funded by the Alabama Department of Environmental Management."

12. Reproducible Materials

Any printed information, photographs or art works delivered to the Department under this agreement shall be camera ready and/or computer ready as appropriate. The master tape of any video or audio productions will be delivered to the Department in an immediately reproducible form. Any computer program generated under this agreement will be delivered to the Department in an original and immediately reproducible form.

13. Officials Not to Benefit

No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.

14. Copyright

No reports, maps, or other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the contractor.

15. Audits and Access to Records

The Contractor agrees to abide by the requirements of OMB Circular A-133. When financial statements are prepared and an audit is performed as a result of OMB Circular A-133 requirements the Contractor shall provide the Department with a copy of its audit report covering the period of this contract within thirty (30) days of receipt by the Contractor of the auditor's report.

If OMB Circular A-133 is applicable the Contractor agrees that the comptroller General of the United States or any of his/her duly authorized representatives, the Secretary of Commerce or any of his/her duly authorized representatives, the Director of ADEM or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of three (3) years from the date of submission of the final financial report, have access to and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees to provide access to any or all documents, papers, records and directly pertinent books of the Contractor involving transaction related to this Agreement upon written request from the Director of ADEM.

16. Taxes

The Contractor is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments received pursuant to this Agreement.

17. Contractor Not Entitled to Merit System Benefits

In the case of Non-State Agencies under no circumstances shall the Contractor or any of its employees be entitled to receive the benefits granted to State employees under the Merit System Act by reason of this Agreement.

18. Not to Constitute a Debt of the State/Settlement of Claims

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then the conflicting provision in the contract shall be deemed null and void. The contractor's sole remedy for the

settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

19. Requisite Reviews and Approvals

Chambers County Commission acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and Chambers County Commission shall not begin performing work under this contract until notified to do so by the Alabama Department of Environmental Management. Chambers County Commission is entitled to no compensation for work performed prior to the effective date of this contract.

20. Immigration Affirmation

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

CHAMBERS COUNTY COMMISSION

By: Joe L. Blanks
Joe Blanks,
Chairman

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

By: _____
Lance R. LeFleur
Director

As to Legal Form

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this the _____ day of _____, 2016.

"ATTACHMENT A"**SCOPE OF SERVICES**

This Scope of Services is applicable to the collection, management, disposal and/or offering for beneficial use of discarded scrap tires funded by the Scrap Tire Fund, for work performed within the State of Alabama. The agreement shall reimburse expenses associated with the services described below up to **\$125,000**.

Chambers County Commission shall provide the following services pursuant to the Agreement. Chambers County Commission shall furnish all necessary labor, supervision, equipment, tools, materials, supplies and any other items or activities to provide the following services (Note: Services may also be performed by non-profit groups described below if approved by the County to perform the services.)

- Collect discarded scrap tires from right-of-way locations within Chambers County. These sites should not constitute an unauthorized accumulation of scrap tires or an unauthorized dump as defined by ADEM regulations (if more than 100 scrap tires in a single location or an unauthorized dump are identified, the Department should be notified immediately of the location). The discarded scrap tires to be collected should be located on right-of-way property or at another location where a non-profit organization (i.e. Adopt-a-Mile, Adopt-a-Stream, PALS, Clean Water Partnerships, etc.) is conducting a cleanup.
- Manage the discarded scrap tires in an appropriate manner until disposal.
- Either properly transport and dispose of the collected discarded scrap tires in an approved disposal facility or properly transport and offer for beneficial use the collected scrap tire material to a Department-approved facility.
- Conduct site restoration/closure activities, if necessary, to minimize erosion for areas where soils have been disturbed by heavy machinery.
- Submit to the Department documentation for disposal or offerings for beneficial use for all collected material (i.e. landfill disposal receipts, end-user agreements/manifests).
- The County may establish a collection center(s) for scrap tires within its jurisdiction. Such sites will be subject to prior approval from the Department and will be subject to certain requirements and limitations.

This agreement shall remain valid from date of execution of the interagency cooperative agreement until September 30, 2018.

RESOLUTION NUMBER 03-21-16

This Resolution is made this **21st day of March, 2016**, (the Effective Date) by the Chambers County Commission (the Granting Authority), a tax abatement for **Leehan America** (the Company).

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

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

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

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

WHEREAS, the Company has requested that the abatement of state and local non-educational property taxes (if applicable) be extended for a **period of 3 (three) years**, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the request of the Company, the number of additional, new, permanent employees to be employed as a result of this project, and the completed applications (copy attached) filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and
WHEREAS, the construction of the project will involve a capital investment of **\$2,700,000 in Property Tax and Sales & Use Tax**; and

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

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

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

Section 1. . Subject to the hiring of the additional, new, permanent employees and the maintenance of said additional number of employees throughout the term of this abatement as represented in the application, Approval is hereby given to the application of the Company and abatement is hereby granted of (check all that apply):

all state and local noneducational property taxes,

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

all mortgage and recording taxes

as the same may apply to the fullest extent permitted by the Act. The period of the abatement for the noneducational property taxes (if applicable) shall extend for a **period of 3 (three) years** measured as provided in Section 40-9B-3(a)(12) of the Act.

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

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

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

I hereby certify that the above and foregoing was duly adopted by the Chambers County Commission of Alabama at a meeting held on the 21st day of March, 2016.



(Secretary)

Tax Abatement Agreement

This Abatement Agreement is made this **21st day of March, 2016**, (the Effective Date) by and between the Chambers County Commission (the Granting Authority), and **Leehan America** (the Company), its successors and assigns.

WHEREAS, the Company's NAICS Code, 336399, meets the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(a)(10), **Code of Alabama 1975**, as amended.

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

WHEREAS, the Project is estimated to be completed by the 31st day of December, 2016; and

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

inside the city limits of _____,
 inside the police jurisdiction of _____,
 outside the city limits and police jurisdiction of all incorporated municipalities located in Chambers County

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

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

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

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

WHEREAS, at its meeting held on the **21st day of March, 2016** (the Meeting), the Granting Authority approved the Company's application for abatement of (check all that apply):

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

WHEREAS, the Project will consist of private use industrial development property, which is composed of all real and related personal property to be acquired, constructed, and installed thereon, as described in Attachment One hereto; and

WHEREAS, the private use industrial development property for which the abatement is applied shall be (check whichever is applicable):

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

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

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

WHEREAS, for the purposes of abatement of all noneducational property taxes (if applicable), it has been determined that a portion of the Project has been placed in service or operation by the Company or by a related party, as defined in 26 U.S.C. §267, with respect to the Company prior to the Effective Date of this Agreement; and

WHEREAS, for the purposes of the abatement of all construction related transaction taxes (if applicable), no portion of the Project which has been requested for abatement has been purchased prior to the Effective Date of this Agreement; and

WHEREAS, the Project conducts trade or business as described in the 2007 North American Industry Classification System, promulgated by the Executive Office of the President of the United States, Office of Management and Budget, Sectors 31 (other than National Industry 311811), 32, 33; Subsectors 423, 424, 511, and 927; Industry Groups 5417, 5415, and 5182 (without regard to the premise that data processing and related services be performed in conjunction with a third party); Industries 11331 and 48691; and National Industries 115111, 517110, 541380, and 561422 (other than establishments that originate telephone calls) and includes such trades and businesses as may be hereafter reclassified in any subsequent publication of the North American Industry Classification System or other industry classification system developed in conjunction with the United States Department of Commerce, or any process or treatment facility which recycles, reclaims, or converts any materials, which include solids, liquids, or gases, to a reusable product; and

WHEREAS, if the Project is a major addition to an existing facility, the request for abatement of all state and local non-educational property taxes (if applicable) and/or all construction related transaction taxes (if applicable) does not include any capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated with the renovating or remodeling of existing facilities of industrial development property previously placed in service by the Company; and

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

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

WHEREAS, the Granting Authority represents and warrants to the Company (a) that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of this Agreement, (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the governing body of the Granting Authority;

NOW, THEREFORE, the Granting Authority and the Company, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

1. In accordance with the Act, the Granting Authority hereby grants to the Company an abatement from liability for the following taxes as permitted by the Act (check all that apply):

(a) Noneducational Property Taxes: all property taxes that are not required to be used for educational purposes or for capital improvements for education;

(b) Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 of the **Code of Alabama 1975** on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education;

(c) Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 of the **Code of Alabama 1975** relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the Granting Authority with respect to the Project.

2. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The Granting Authority and the Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement for such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement period as stated. (Check all that apply)

(a) If no bonds are to be issued, non-educational property taxes are expected to be approximately **\$12,771.33** per year and the maximum period for such abatement shall be valid for a **period of 3 years**, beginning with the October 1 lien date next proceeding the acquisition date of abated property.

(b) If bonds are issued, non-educational property taxes are expected to be approximately \$___ per year and the maximum period for such abatement shall be valid for a period of 10 years, beginning the initial date bonds are issued to finance project.

(c) Construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately **\$139,500** and such abatement shall not extend beyond the date the Project is placed in service.

(d) Mortgage and recording taxes are expected to be approximately \$0

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

(a) Amount to be invested in the Project: **\$2,700,000 for Property Tax and for Sales & Use Tax;**

(b) The Company currently has 85 permanent employees at its existing facility. That Company represents that due to this Project the number of additional, new, permanent individuals to be employed initially at the Project and in each of the succeeding three years shall be:

Initially 10 Year 1 0 Year 2 0 Year 3 0;

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

Initially \$360,000 Year 1 \$0 Year 2 \$0 Year 3 \$0;

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

GENERALLY

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

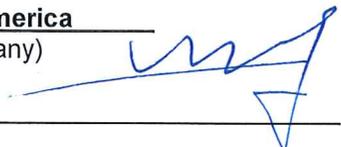
6. Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding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

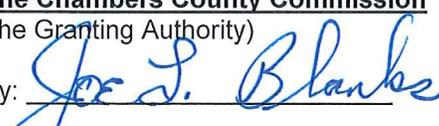
7. Limitations. Notwithstanding any provision contained herein to the contrary, this Agreement is limited solely to the abatement of (check all that apply):

- all state and local noneducational property taxes,
- all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
- all mortgage and recording taxes fees for the periods specified herein. Nothing in this Agreement shall be construed as a waiver by the Company of any greater benefits that the Project or any portion thereof may have available under provisions of the law other than the Act.

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

This Agreement is executed as of the dates specified below.

Leehan America
 (the Company)
 By: 
 Name: Yunsik Sung
 Title: President & COO
 Date: 03/21/2016

The Chambers County Commission
 (the Granting Authority)
 By: 
 Name: Joe Blanks
 Title: Chairman
 Date: 03/21/2016