

**CHAMBERS COUNTY COMMISSION MEETING.....MAY 18, 2015**

The Chambers County Commission met on Monday, May 18, 2015, at 4:00 P.M. CST with the following members in attendance: Chairman David Eastridge, Commissioners Charlie Williams, James Brown, Joe Blanks and Henry Osborne. Engineer Harvill, County Manager Dendy and Attorney McCoy were also present. Chairman Eastridge informed that Commissioner Debbie Wood was absent due to illness.

Chairman Eastridge called the meeting to order. Commissioner Brown led the pledge of allegiance and Commissioner Williams gave the invocation. Administrative Assistant Foster conducted a roll call. The results of the roll call were as follows: District 1 – Present, District 2 – Present, District 3 – Present, District 4 – Present, District 5 – Present, District 6 – Absent

**MINUTES AND WARRANTS PAYABLE**

Commissioner Brown motioned to adopt the May 4, 2015 minutes and warrants payable. Commissioner Williams seconded the motion. It was **approved** by the “I” vote.

**RESOLVED:** “To approve the May 4, 2015 minutes and warrants payable.”

**AGENDA APPROVAL**

Commissioner Osborne motioned to approve the agenda as presented for the May 18, 2015 meeting. Commissioner Brown seconded the motion. It was **approved** by the “I” vote.

**RESOLVED:** “To approve the agenda for the May 18, 2015 meeting.”

**SEEK BIDS FOR COURTHOUSE SECURITY X-RAY MACHINE  
MAJOR MIKE PARRISH &  
DONNIE SMITH GRANT FROM HOMELAND SECURITY**

Major Mike Parrish requested permission to seek bids for Courthouse Security X-ray machine. Maj. Parrish has contacted Homeland Security and they have approved a grant in the amount of \$26,420 for an X-ray machine and a walk-thru metal detector. Commissioner Osborne motioned to approve permission to seek bids for Courthouse Security X-ray machine Commissioner Blanks seconded the motion. It was **approved** by the “I” vote.

**RESOLVED:** “To seek bids for Courthouse Security X-ray machine.”

Donnie Smith of the 911 Center was on hand to get the approval of the grant, have the commission authorize the chairman to sign and to let the commission know how much has been given for this. (see pages 294 – 295). He noted it would be at no cost to the county. The grants are split into two separate grants 1) 3ICL in the amount of \$22,570.00; 2) 3PER in the amount of \$3,850; effective date of May 1<sup>st</sup>

and expires on June 30<sup>th</sup>. Commissioner Williams motioned to approve chairman to sign grants. Commissioner Brown seconded the motion. It was **approved** by the “**I**” vote.

**RESOLVED:** “To approve grant and have chairman to sign the grant see pages 294 - 295.”

**RESOLUTION  
PETITION TO VACATE A PORTION OF ACCESS ROADWAY  
OF MEAD WESTVACO AND CCDA  
COUNTY ATTORNEY MCCOY**

County Attorney Skip McCoy requested a public hearing to be held at 3:45 before the June 15<sup>th</sup> meeting for the petition to vacate a portion of roadway for MeadWestvaco and the CCDA; this will be for additional parking around Mead Westvaco (see pages 296 – 301). Commissioner Brown motioned to set the public hearing for the petition to vacate a portion of roadway for MeadWestvaco. Commissioner Blanks seconded the motion. It was **approved** by the “**I**” vote.

**RESOLVED:** “To set a public hearing to be held at 3:45 before the June 15<sup>th</sup> meeting for the petition of Mead Westvaco and the CCDA to vacate a portion of the access roadway to Mead Westvaco see pages 296 - 301.”

**SEEK BIDS FOR AUTOMOBILE TO REPLACE A TOTALED UNIT  
CHIEF DEPUTY RICHARD CARTER**

Chief Deputy Richard Carter requested approval to seek bids for an automobile to replace a deputy’s vehicle that was a total loss as a result of an accident. This vehicle will be paid for by the money from the insurance company. Commissioner Blanks motioned to seek bids for an automobile to replace the vehicle that was a total loss. Commissioner Williams seconded the motion. It was **approved** by the “**I**” vote.

**RESOLVED:** “To seek bids for a new deputy vehicle to replace the one that was a total loss.”

**RESOLUTION 05.18.15  
TAX ABATEMENT FOR DAEDONG HI-LEX OF AMERICA  
KIMBERLY CARTER-CCDA**

Ms. Kimberly Carter approached the commission with proposed amended tax abatement for Daedong Hi-Lex of America (see pages 302 - 307). Ms. Carter informed that the Rules, Ways and Means Committee had recommended approval of this tax abatement. It was **approved** by the “**I**” vote.

**RESOLVED:** “To approve amended tax abatement for Daedong Hi-Lex of America as attached hereto on pages 302 - 307.”

**STAFF REPORTS**

County Engineer Josh Harvill gave updates on road projects. There is a pre-construction conference scheduled for Wednesday for County Road 62, it is anticipated that the contractor will start work on Friday or after Memorial Day Holiday; they will begin with patching and widening, then resurfacing. CR 108 is getting the last pipe replacement today and should be finished as of today. The contractor is removing the southernmost bridge on CR 258. The only option for those that live in that area is to take the dirt road access on CR 232. Industrial access project is moving along fairly well, sub grade is in and we are getting ready to put base down this weekend.

**CHAIRMAN EASTRIDGE**

Chairman Eastridge informed everyone that the Commission Office will be closed on May 25<sup>th</sup>, in observance Memorial Day; and there would be several of the Commissioners and Engineer Harvill will be going to Montgomery on Tuesday, May 19<sup>th</sup> for the ACCA County Day.

**MEETING WAS ADJOURNED**

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

Chairman David Eastridge \_\_\_\_\_

Commissioner Charlie Williams \_\_\_\_\_

Commissioner James Brown \_\_\_\_\_

Commissioner Joe Blanks \_\_\_\_\_

Commissioner Henry Osborne \_\_\_\_\_

Commissioner Debbie Wood \_\_\_\_\_ **ABSENT**

CFDA TITLE: Homeland Security Grant Program  
 CFDA#: 97.067

**COOPERATIVE AGREEMENT  
 STATE HOMELAND SECURITY GRANT PROGRAM  
 ASSISTANCE ALLOCATION – LETTER OF AGREEMENT**

<b>1. Administrator Name &amp; Address:</b> Chambers County EMA P.O. Box 66 Lanett, AL 36863-0066		<b>2. Issuing Office &amp; Address:</b> Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
<b>3. FY</b>  2013	<b>4. Amount of:</b>  Federal: \$22,570.00  Total: \$22,570.00	<b>5. Effective Dates</b>  Begin: 5/1/2015  End: 6/30/2015	<b>6. Award Number:</b>  3ICL

Chambers County EMA is herein referred to as the Administrator, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2013 is herein referred to as the Agreement Fiscal Year.

1. Applicable Federal Regulations and Guidance: The Administrator and the Equipment Recipient must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230. The Administrator and Equipment Recipient must comply with the provisions of 44 CFR: Emergency Management and Assistance, applicable to grants and cooperative agreements, including Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. The Administrator and Equipment Recipient must comply with Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations. The Administrator and Equipment Recipient must comply with all applicable guidelines and requirements in the Funding Opportunity Announcement for these funds.
2. Allowable Costs: The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulation referenced above.
3. Audit Requirements: The Administrator and Equipment Recipient agree to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this award shall be made available for audit and inspection by ALEA and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with OMB Circular A-133. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the Administrator has not expended the amount of federal funds that would require a compliance audit. The Administrator agrees to accept these requirements.
4. Non-Supplanting Agreement: The Administrator and the Equipment Recipient shall not use Federal Homeland Security Grant Program funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the sub-grantee must stop charging the grant for the new position. Upon filling the vacancy, the Administrator may resume charging for the grant position.
5. Project Implementation: The Administrator and the Equipment Recipient agrees to implement all projects within 90 days following the award effective date or be subject to automatic cancellation of the award. Evidence of project implementation must be detailed in the first Biannual Strategy Implementation Report (BSIR) following the award.
6. Written Approval of Changes: Any mutually agreed upon changes to this award must be approved in writing by ALEA, prior to implementation or obligation and shall be incorporated in written amendments to this award. This procedure for changes to the approved award is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.
7. Individual Consultants: Billings for individual consultants/contractors must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates.

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**COOPERATIVE AGREEMENT  
STATE HOMELAND SECURITY GRANT PROGRAM  
ASSISTANCE ALLOCATION – LETTER OF AGREEMENT**

<b>1. Administrator Name &amp; Address:</b> Chambers County EMA P.O. Box 66 Lanett, AL 36863-0066		<b>2. Issuing Office &amp; Address:</b> Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
<b>3. FY</b>  2013	<b>4. Amount of:</b>  Federal: \$3,850.00  Total: \$3,850.00	<b>5. Effective Dates</b>  Begin: 5/1/2015  End: 6/30/2015	<b>6. Award Number:</b>  3PER

Chambers County EMA is herein referred to as the Administrator, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2013 is herein referred to as the Agreement Fiscal Year.

1. Applicable Federal Regulations and Guidance: The Administrator and the Equipment Recipient must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230. The Administrator and Equipment Recipient must comply with the provisions of 44 CFR: Emergency Management and Assistance, applicable to grants and cooperative agreements, including Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. The Administrator and Equipment Recipient must comply with Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations. The Administrator and Equipment Recipient must comply with all applicable guidelines and requirements in the Funding Opportunity Announcement for these funds.

2. Allowable Costs: The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulation referenced above.

3. Audit Requirements: The Administrator and Equipment Recipient agree to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this award shall be made available for audit and inspection by ALEA and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with OMB Circular A-133. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the Administrator has not expended the amount of federal funds that would require a compliance audit. The Administrator agrees to accept these requirements.

4. Non-Supplanting Agreement: The Administrator and the Equipment Recipient shall not use Federal Homeland Security Grant Program funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the sub-grantee must stop charging the grant for the new position. Upon filling the vacancy, the Administrator may resume charging for the grant position.

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6. Written Approval of Changes: Any mutually agreed upon changes to this award must be approved in writing by ALEA, prior to implementation or obligation and shall be incorporated in written amendments to this award. This procedure for changes to the approved award is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

7. Individual Consultants: Billings for individual consultants/contractors must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates.

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STATE OF ALABAMA

COUNTY OF CHAMBERS

PETITION TO VACATE A PORTION OF ROADWAY

TO THE CHAMBERS COUNTY COMMISSION:

Come now MeadWestvaco Packaging Systems, LLC, a Delaware limited liability company, and the Chambers County Development Authority, an Alabama public corporation, and respectfully represent and show unto the Commissioners of the Chambers County, Alabama Commission as follows:

That MeadWestvaco Packaging Systems, LLC and the Chambers County Development Authority are the owners of all of the land abutting a portion of 45<sup>th</sup> <sup>Street</sup> Avenue, S. W. in Chambers County, Alabama referenced on the map attached hereto as Exhibit "A" and being more fully described in Exhibit "B" attached hereto.

That Petitioners MeadWestvaco Packaging Systems, LLC and the Chambers County Development Authority desire to vacate said portion of 45<sup>th</sup> <sup>Street</sup> Avenue, S. W. as herein described; that the lands comprising said road are unencumbered; and that said portion of road desired to be vacated is of no use to the public and Chambers County, Alabama.

That Petitioners pray unto the Commissioners of the Chambers County, Alabama Commission, as follows:

1. That a Resolution be adopted by the Chambers County Commission assenting to the vacation of a portion of 45<sup>th</sup> <sup>Street</sup> Avenue, S. W., as above-described within the county limits of Chambers County, Alabama and that a certified copy of said Resolution be furnished to the Petitioners to be attached to, filed, and recorded with, the written Declaration of Vacation of Portion of Roadway, as provided by Section 23-4-20, Code of Alabama, 1975.

Signed on this the 8<sup>th</sup> day of May, 2015 by the duly authorized officers of the aforesaid entities.

ATTEST:

MEADWESTVACO PACKAGING SYSTEMS, LLC

Chris Duval  
Chris Duval  
Its: Facility Manager

By: Theresa A. Schnabel  
THERESA A. SCHNABEL  
Its: V.P. Real Estate & Facilities

CHAMBERS COUNTY DEVELOPMENT  
AUTHORITY

ATTEST:

[Signature]  
\_\_\_\_\_  
George Chambley  
Its: Secretary

By: [Signature]  
\_\_\_\_\_  
Bobby Williams  
Its: President

STATE OF Virginia  
COUNTY OF Richmond  
City

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Theresa A. Schwanke, whose names as VP, Real Estate and of MeadWestvaco Packaging Systems, LLC, a Delaware limited liability company, 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 for and as the act of said company.

Given under my hand and seal this the 8<sup>th</sup> day of May, 2015.

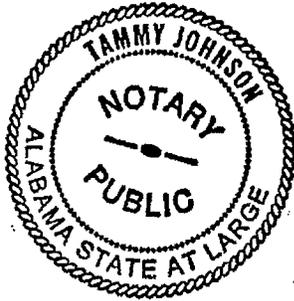


[Signature]  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 11/30/2016

STATE OF ALABAMA  
COUNTY OF CHAMBERS

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that George Chambers and Bobby Williams whose names as Secretary and President of the Chambers County Development Authority, an Alabama public corporation, 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 for and as the act of said corporation.

Given under my hand and seal this the 12<sup>th</sup> day of May, 2015.



Tammy Johnson  
NOTARY PUBLIC  
My Commission Expires ~~My~~ April 22, 2017.

PREPARED BY:

LAW OFFICES OF JOHNSON, CALDWELL & McCOY, LLC  
117 North Lanier Avenue, Suite 201  
Lanett, AL 36863  
(334) 644-1171 Telephone  
(334) 644-7657 Facsimile

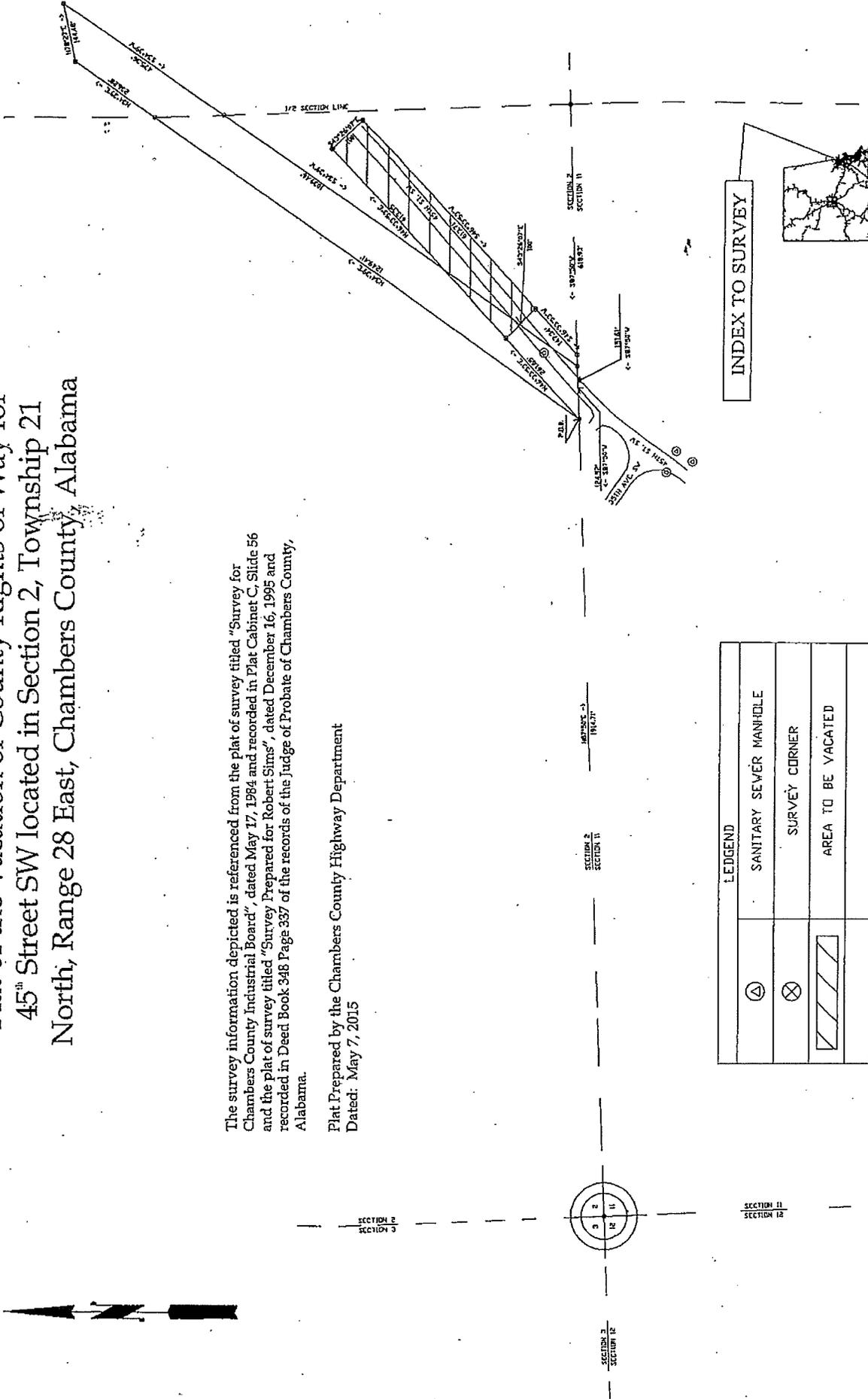
MAY 18, 2015

EXHIBIT "A"

# Plat of the Vacation of County Rights of Way for 45<sup>th</sup> Street SW located in Section 2, Township 21 North, Range 28 East, Chambers County, Alabama

The survey information depicted is referenced from the plat of survey titled "Survey for Chambers County Industrial Board", dated May 17, 1984 and recorded in Plat Cabinet C, Slide 56 and the plat of survey titled "Survey Prepared for Robert Sims", dated December 16, 1995 and recorded in Deed Book 348 Page 337 of the records of the Judge of Probate of Chambers County, Alabama.

Plat Prepared by the Chambers County Highway Department  
Dated: May 7, 2015



**EXHIBIT "B"****PARCEL I:**

Commencing at the Southwest corner of Section 2, Township 21 North, Range 28 East, Chambers County, Alabama; thence North 87 degrees 50 minutes East along the South line of said Section 2, 1914.71 feet to a point on the North margin of 45<sup>th</sup> Street S.W. to the point of beginning of the parcel to be described; from said point of beginning; thence North 34 degrees 39 minutes for 1249.41 feet to the East line of the West Half of said Section 2; thence continue North 34 degrees 39 minutes East for 236.28 feet; thence North 78 degrees 27 minutes East for 144.48 feet; thence South 34 degrees 39 minutes West for 475.36 feet to the East line of the West Half of said Section 2; thence South 34 degrees 39 minutes West for 1039.46 feet to said section line; thence South 87 degrees 50 minutes West for 124.92 feet to the point of beginning.

The above described parcel being Parcel B and a portion of Parcel C as shown on plat of survey titled "Survey for Chambers County Industrial Board" prepared by David H. Miller, RLS 6259, dated May 17, 1984 and recorded in Plat Cabinet C, Slide 56 of the records of the Judge of Probate of Chambers County, Alabama which is incorporated herein by reference.

Less and Except therefrom any of the following described property included in the above described property:

Commencing at the Southeast corner of the Southwest Quarter of Section 2, Township 21 North, Range 28 East, Chambers County, Alabama; thence South 87 degrees 50 minutes West along the section line for 743.85 feet to the point of beginning; thence North 46 degrees 33 minutes 53 seconds East for 875 feet; thence South 43 degrees 26 minutes 07 seconds East for 100 feet; thence South 46 degrees 33 minutes 53 seconds West for 761.05 feet to the South line of said Section 2; thence South 87 degrees 50 minutes West along said section line for 151.61 feet to the point of beginning.

SUBJECT TO: All utility easements held by any municipalities or other governmental entities and any and all other easements, licenses, rights-of-way, rights by prescription, or rights heretofore granted to or obtained by others in and to said real property.

**PARCEL II:**

Commencing at the Southeast corner of the Southwest Quarter of Section 2, Township 21 North, Range 28 East, Chambers County, Alabama; thence South 87 degrees 50 minutes West along the section line for 743.85 feet to the point of beginning; thence North 46 degrees 33 minutes 53 seconds East for 875 feet; thence South 43 degrees 26 minutes 07 seconds East for 100 feet; thence South 46 degrees 33 minutes 53 seconds West for 761.05 feet to the South line of said Section 2; thence South 87 degrees 50 minutes West along said section line for 151.61 feet to the point of beginning.

Less and Except therefrom:

Commencing at the Southeast corner of the Southwest Quarter of Section 2, Township 21 North, Range 28 East, Chambers County, Alabama; thence South 87 degrees 50 minutes West along the section line for 743.85 feet to the point of beginning; thence North 46 degrees 33 minutes 53 seconds East for 261.65 feet; thence South 43 degrees 26 minutes 07 seconds East for 100 feet; thence South 46 degrees 33 minutes 53 seconds West to the South line of said Section 2; thence South 87 degrees 50 minutes West along said section line for 151.61 feet to the point of beginning.

SUBJECT TO: All utility easements held by any municipalities or other governmental entities and any and all other easements, licenses, rights-of-way, rights by prescription, or rights heretofore granted to or obtained by others in and to said real property.

RESOLUTION NUMBER 05.18.15

This Resolution is made this **18th day of May, 2015**, (the Effective Date) by the Chambers County Commission (the Granting Authority), a tax abatement for **Daedong Hi-Lex of 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 5 (five) 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 **\$2,070,114 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 5 (five) years** as 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 18th day of May, 2015.

(Secretary)

# Tax Abatement Agreement

This Abatement Agreement is made this **18th day of May, 2015**, (the Effective Date) by and between the Chambers County Commission (the Granting Authority), and **Daedong Hilex of America** (the Company), its successors and assigns.

WHEREAS, the Company's NAICS Code, 336322, 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 31<sup>st</sup> day of March, 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 **18th day of May, 2015** (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):

owned by the entity applying for the abatement,

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

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

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

WHEREAS, for the purposes of abatement of all noneducational 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 **\$9,207.80** per year and the maximum period for such abatement shall be valid for a **period of 5 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 **\$111,275** 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: **\$2,070,114 for Property Tax and for Sales & Use Tax;**

(b) The Company currently has 129 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 9      Year 1 9      Year 2 0      Year 3 0;

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

Initially \$202,301      Year 1 \$202,301      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.

**Daedong Hilex of America**  
(the Company)

**The Chambers County Commission**  
(the Granting Authority)

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

By: David Eastridge

Name: Hakjoon Lee

Name: David Eastridge

Title: COO

Title: Chairman

Date: 05/18/2015

Date: 05/18/2015