

**CHAMBERS COUNTY COMMISSION MEETING.....JUNE 6, 2016**

The Chambers County Commission met on Monday, June 6, 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**

Susan Eason of the Board of Registrars stated that they had learned that their salary could be supplemented by the Commission and she asked the Commission if they would consider subsidizing their pay. She stated that Chambers County was one of a few counties that did not supplement. Chairman Blanks asked attorney McCoy if this was something that would need to go to the Rules, Ways & Means Committee and Attorney McCoy said it should.

Ken McMillen of the County Extension stated that they have attained approval from the State Farmers Market Authority to open a Farmers Market here in LaFayette and that it would open June 20<sup>th</sup>, the hours will be Mondays 3-6 CDT, and classes are being held on how to grow and handle produce to be sold at the farmers market.

**PUBLIC COMMENTS FROM ELECTED OFFICIALS**

Revenue Commissioner Wendy Williams stated that she would be sending her 2015 property tax report to Montgomery and that there were no insolvencies and only 54 tax sales.

Commissioner Eastridge stated that he had received some comments from citizens about the tax abatements that the county gives, he stated that the tax abatements given are creating jobs that provide local residents with a pay check.

**MINUTES AND WARRANTS PAYABLE**

Commissioner Wood motioned to adopt the May 16, 2016, minutes and warrants payable. Commissioner Williams seconded the motion. It was **approved** by the “I” vote.

**RESOLVED:** “To approve the May 16, 2016, minutes and warrants payable.”

**AGENDA APPROVAL**

Commissioner Williams motioned to approve the agenda as presented for the June 6, 2016 meeting. Commissioner Osborne seconded the motion. It was **approved** by the “I” vote.

**RESOLVED:** “To approve the June 6, 2016, the agenda as presented.”

**RESOLUTION: PETITION FROM EAST ALABAMA WATER  
TO CLOSE KIRK STREET  
COUNTY ATTORNEY MCCOY**

Pursuant of the Public Hearing County Attorney Skip McCoy presented Resolution #06.06.16 as to the Vacation of Kirk Street (see pages 799-802). Commissioner Wood as the commissioner whose District Kirk Street is located moved to vacate Kirk Street. Commissioner Eastridge seconded the motion. It was **approved** by the “I” vote.

**RESOLVED:** “To vacate and close Kirk Street (see pages 799-802).”

**RESOLUTION: PUBLIC HEARING  
PETITION OF GREG SHELTON d/b/a  
SHELTON’S FIREWORKS  
COUNTY ATTORNEY MCCOY**

County Attorney Skip McCoy requested that a public hearing be set for July 18<sup>th</sup> at 3:45 p.m. CT to hear the Petition of Greg Shelton d/b/a Shelton’s Fireworks seeking to be annexed into the Chambers County Industrial Park. Commissioner Wood motioned to set the Petition of Greg Shelton d/b/a Sheltons Fireworks for a public hearing. Commissioner Osborne seconded the motion. It was **approved** by the “I” vote.

**RESOLVED:** “To set a public hearing for July 18<sup>th</sup> at 3:45 to hear the Petition of Greg Shelton d/b/a Sheltons Fireworks.”

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

County Attorney Skip McCoy requested that a public hearing be set for June 20<sup>th</sup> at 3:45 p.m. to hear the Petition of Regeneration, LLC for removal of property from Industrial Park Status. Commissioner Wood motioned to set the Petition of Regeneration, LLC for removal of property from Industrial Park Status for a public hearing. Commissioner Williams seconded the motion. It was **approved** by the “I” vote.

**RESOLVED:** “To set a public hearing for June 20<sup>th</sup> at 3:45 to hear Petition of Regeneration, LLC for removal of property from Industrial Park Status.”

**RESOLUTION: PROJECT AGREEMENT WITH  
REGENERATION, LLC.  
COUNTY ATTORNEY MCCOY**

County Attorney Skip McCoy requested a resolution to authorize the Commission Chairman to execute the Project Agreement with Regeneration, LLC, City of Lanett and the CCDA (see pages 803-816). Commissioner Wood of the Rules, Ways and Means Committee noted that the resolution came from committee with a first and a second to approve the resolution to enter into a Project Agreement with Regeneration, LLC. It was **approved** by the “**I**” vote.

**RESOLVED:** “To authorize the Commission Chairman to execute the Project Agreement with Regeneration, LLC, City of Lanett and the CCDA (see pages 803-816).”

**RESOLUTION: TO SEND OUT BIDS FOR THE  
SOLID WASTE CONTRACT  
CAPTAIN JASON FULLER**

Captain Fuller, Solid Waste Officer requested to send out bids for the Solid Waste Contract. Commissioner Eastridge motioned to approve the request to send out bids for the solid waste contract. Commissioner Osborne seconded this motion. It was **approved** by the “**I**” vote.

**RESOLVED:** “To send out bids for the solid waste contract.”

**RESOLUTION: DECLARE 1995 TOYOTA  
CAMRY FOR SURPLUS  
ROBERT CHAMBERS**

Robert Chambers, Drug Task Force requested to declare a 1995 Toyota Camry for surplus (see page 817). Commissioner Eastridge motioned to approve the request to declare Black 1995, 4 Door Toyota Camry for surplus (VIN#4T1SK12E3SU499403). Commissioner Brown seconded this motion. It was **approved** by the “**I**” vote.

**RESOLVED:** “To declare Black 1995, 4 Door Toyota Camry for surplus (VIN#4T1SK12E3SU499403) (see page 817).”

**RESOLUTION: DECLARE 1997 GMC  
C1500 FOR SURPLUS  
ROBERT CHAMBERS**

Robert Chambers, Drug Task Force requested to declare a 1997 GMC C1500 for surplus (see page 818). Commissioner Wood motioned to approve the request to declare a Blue 1997, 4 Door

GMC C1500 for surplus (VIN#1GKEC16R2VJ749560). Commissioner Brown seconded this motion. It was **approved** by the “I” vote.

**RESOLVED:** “To declare a Blue 1997, 4 Door GMC C1500 for surplus (VIN#1GKEC16R2VJ749560) (see page 818).”

**RESOLUTION: “BACK TO SCHOOL” SALES TAX HOLIDAY  
COUNTY MANAGER REGINA CHAMBERS**

County Manager Chambers requested a resolution to participate in the 2016 “Back to School” Sales Tax Holiday, August 5<sup>th</sup> – 7<sup>th</sup> (see pages 819-820). Commissioner Osborne motioned to adopt this resolution. Commissioner Brown seconded the motion. It was **approved** by the “I” vote.

**RESOLVED:** “To participate in the 2016 “Back to School” Sales Tax Holiday, August 5<sup>th</sup> – 7<sup>th</sup> as attached hereto on pages 819-820.”

**RESOLUTION: BUDGMENT AMENDMENT  
(GENERAL FUND) FOR VIRUS PROTECTION  
COUNTY MANAGER REGINA CHAMBERS**

County Manager Chambers requested a resolution to approve a budget amendment from the General Fund for Virus Protection (see page 821). Commissioner Wood motioned to adopt this resolution. Commissioner Eastridge seconded the motion. It was **approved** by the “I” vote.

**RESOLVED:** “To a budget amendment from the General Fund for Virus Protection see page 821.”

**RESOLUTION: RECEIVE BIDS FOR A  
½ TON CREW CAB 4X4 PICKUP TRUCK  
COUNTY ENGINEER JOSH HARVILL**

County Engineer Josh Harvill requested a resolution to receive bids on a ½ Ton Crew Cab 4x4 Pickup Truck Commissioner Wood of the Rules, Ways and Means Committee noted that the resolution came from committee with a first and a second to approve the resolution. It was **approved** by the “I” vote.

**RESOLVED:** “To receive bids on a ½ Ton Crew Cab 4x4 Pickup Truck.”

**RESOLUTION: TAX ABATEMENT FOR BSK  
PROPERTIES #06.06.16-1  
KIMBERLY CARTER, CCDA**

Commissioner Wood of the Rules, Ways and Means Committee noted that the resolution came from committee with a first and a second to approve the resolution for a Tax Abatement for BSK Properties #06.06.16-1 which runs the property where Great Metal Stamping is located (see pages 822-836). It was **approved** by the “I” vote.

**RESOLVED:** “To approve the Tax Abatement for BSK Properties #06.06.16-1 (see pages 822-836).”

**RESOLUTION: TAX ABATEMENT FOR  
GREAT LAKES METAL STAMPING  
PROPERTIES #06.06.16-2  
KIMBERLY CARTER, CCDA**

Commissioner Wood of the Rules, Ways and Means Committee noted that the resolution came from committee with a first and a second to approve the resolution for a Tax Abatement for Great lakes Metal Stamping #06.06.16-2 in regards to equipment acquisition (see pages 837-845). It was **approved** by the “I” vote.

**RESOLVED:** “To approve the Tax Abatement Great Lakes Metal Stamping #06.06.16-2 (see pages 837-845).”

**STAFF REPORTS**

County Attorney McCoy advised that the County did close on the sale of property to the CCDA that will be transferred over to Hosanna Home.

County Engineer Harvill stated that The bids for the bridge repair work will be opened June 16. The bridges on cherry Drive and North 11<sup>th</sup> Avenue should be completed by September 30. The paving and bridge replacement on County road 258 would be finished this week.

Chairman Blanks announced that the next Commission meeting would be Monday, June 20<sup>th</sup> at 4:00.

**MEETING ADJOURNED**

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

Chairman Joe Blanks

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Commissioner Charlie Williams

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Commissioner James Brown

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Commissioner Henry Osborne

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Commissioner David Eastridge

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Commissioner Debbie Wood

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RESOLUTION NO. 06-06-16

On motion by Commissioner Debbie H. Wood whose district Kirk Street is so situated and said motion being duly seconded concerning the vacation of Kirk Street, it was,

RESOLVED BY THE COUNTY COMMISSION OF CHAMBERS COUNTY, ALABAMA AS FOLLOWS:

THAT, WHEREAS, The East Alabama Water, Sewer and Fire Protection District, Johnnie B. Thomas, The City of Valley, Alabama, and National Culvert Services, LLC are the owners of all of the property abutting Kirk Street in Chambers County, Alabama being described and referenced on the drawing attached hereto as Exhibit "A".

THAT after statutory publication and notice, a public hearing was held on June 6, 2016 in Commission chambers concerning the vacation of Kirk Street as described herein.

THAT it is in the best interest of the public that Kirk Street as described herein be vacated.

THAT said vacation shall not deprive other property owners of any right they may have to convenient and reasonable means of ingress and egress to and from their property.

THAT the Chambers County Commission does hereby assent to the vacation of Kirk Street in Chambers County, Alabama as described in Exhibit "A" attached hereto and incorporated herein by reference.

THAT it is hereby declared that Kirk Street as described herein is hereby vacated, discontinued, abandoned, and annulled so as to destroy the force and effect of any dedication of said roadway to the public and to divest any and all rights of the public including any rights which may have been acquired by prescription or otherwise in said roadway hereby vacated.

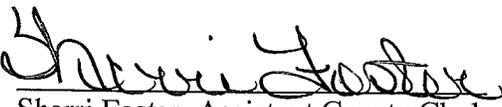
THAT title and all public rights to said roadway are, thus, vested in the abutting landowners as provided by law.

THAT a certified copy of this Resolution be filed in the real estate records in the Probate Court of Chambers County, Alabama as provided for by Section 23-4-2, Code of Alabama, 1975.

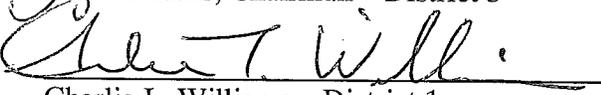
ADOPTED by the Chambers County Commission on this the 6<sup>th</sup> day of June, 2016.

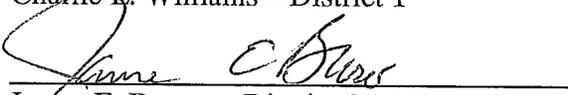
CHAMBERS COUNTY, ALABAMA

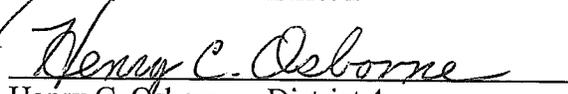
ATTEST:

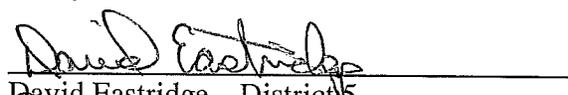
  
Sherri Foster, Assistant County Clerk

  
Joe L. Blanks, Chairman – District 3

  
Charlie L. Williams – District 1

  
James E. Brown – District 2

  
Henry C. Osborne – District 4

  
David Eastridge – District 5

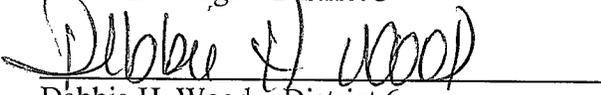
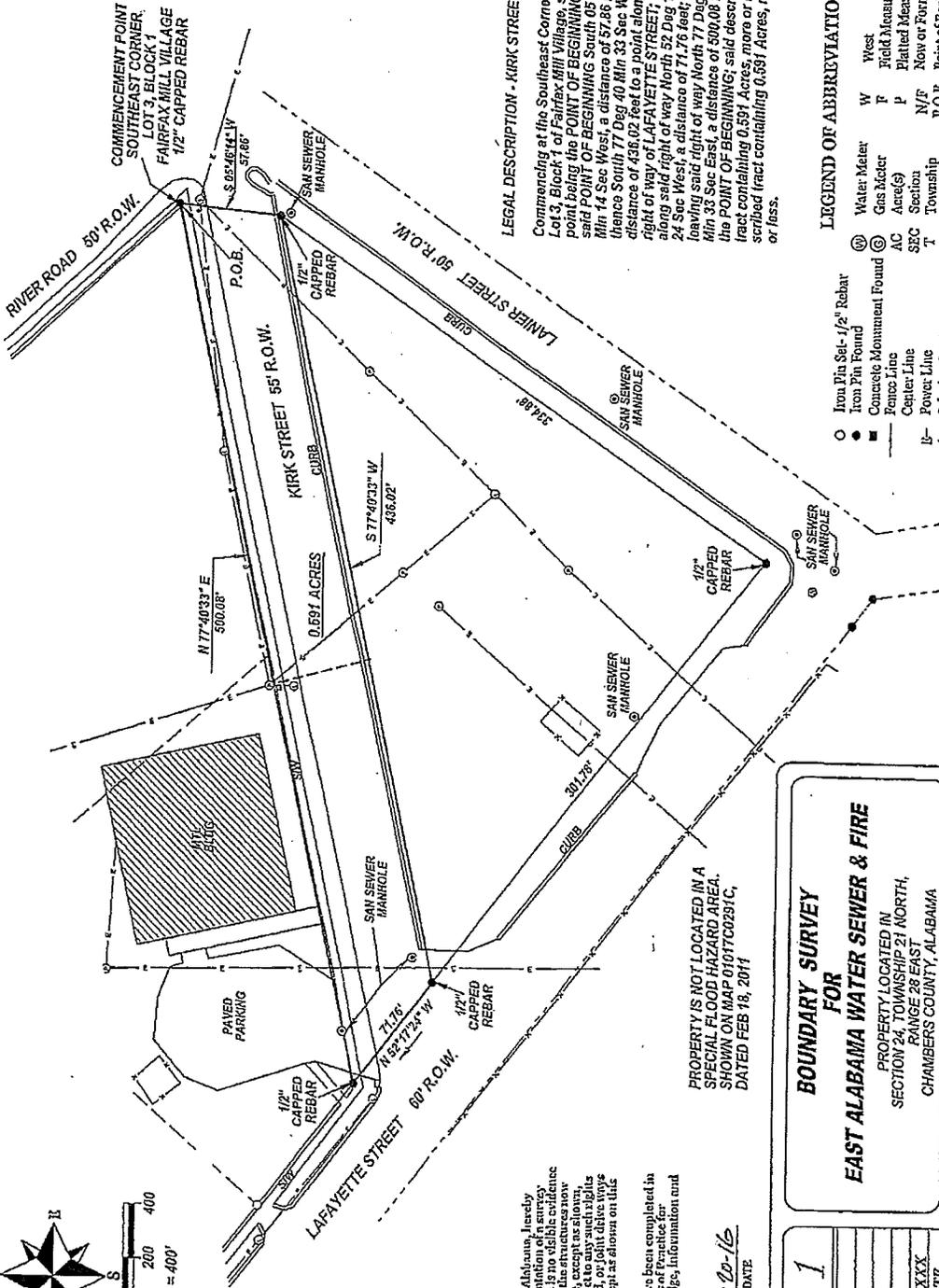
  
Debbie H. Wood – District 6

EXHIBIT "A"



LEGAL DESCRIPTION - KIRK STREET

Commencing at the Southeast Corner of Lot 3, Block 1 of Fairfax Mill Village, said point being the POINT OF BEGINNING; from said POINT OF BEGINNING South 05 Deg 46 Min 14 Sec West, a distance of 57.86 feet; thence South 77 Deg 40 Min 33 Sec West, a distance of 436.02 feet to a point along the right of way of LAFAYETTE STREET; thence along said right of way North 52 Deg 17 Min 24 Sec West, a distance of 71.76 feet; thence leaving said right of way North 77 Deg 40 Min 33 Sec East, a distance of 509.08 feet to the POINT OF BEGINNING; said described tract containing 0.591 Acres, more or less scried (tract containing 0.591 Acres, more or less, or less.

LEGEND OF ABBREVIATIONS

- Water Meter
- Gas Meter
- AC
- SEC
- T
- R
- N
- NE
- NW
- S
- SE
- SW
- E
- West
- Field Measurement
- Platted Measurement
- N/F
- P.O.B.
- TO
- Minutes When Used in a Bearing
- Seconds When Used in a Bearing
- Feet When Used in a Distance
- Acres When Used in a Distance
- More or Less (or Plus or Minus)
- Line Not To Scale
- Iron Pin Set-1/2" Rebar
- Concrete Monument Found
- Center Line
- Power Line
- Calculated Point
- Degrees
- Power Pole
- Power Meter
- Air Conditioner
- Ground Light (Power Underground)
- Flag Pole
- Water Valve

The type of equipment used to obtain the linear and angular measurements used in this plan is Topcon GTS-2300 or HIRCON TDS Data Collector

PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA. SHOWN ON MAP 01017C0291C, DATED FEB 18, 2011



NOT A VALID DOCUMENT WITHOUT SURVEYOR'S ORIGINAL SIGNATURE  
 BEARING BASIS  
 ALABAMA STATE PLANE  
 COORDINATE SYSTEM  
 EAST ZONE  
 SOURCE DEED:  
 PORTION OF  
 DEED BOOK 2010, PG 1397

I, B. Shawn Gray, a registered land surveyor in the state of Alabama, hereby declare that this is a true and correct copy of the survey as conducted and that I have no knowledge of any other evidence of encroachment by buildings on adjoining property. That the structures now erected on said property are within the boundaries of same, except as shown, and that they are conspicuous visible, but are subject to any such rights of way, easements, or encroachments as may be recorded, or that other things on, over, or across this property, visible on the surface except as shown on this plan.

I hereby certify that all parts of this survey and drawing have been completed in accordance with the requirements of the Standards of Practice for surveying in the State of Alabama to the best of my knowledge, information and belief.

4-10-16  
 SURVEYOR'S SIGNATURE DATE  
 ALABAMA LICENSE NUMBER

**BOUNDARY SURVEY FOR EAST ALABAMA WATER SEWER & FIRE**  
 PROPERTY LOCATED IN SECTION 24, TOWNSHIP 21 NORTH, RANGE 28 EAST, CHAMBERS COUNTY, ALABAMA

**HARRIS GRAY**  
 ENGINEERS & SURVEYORS & PLANNERS  
 824 3rd AVENUE, WESTPOINT, GA 706-845-5885

**SHEET 1 OF 1**

CLIENT	TONY SEGREST
JOB NO.	AL-60248
ACAD FILE	EAWS 4-18-16
FIELD DATE	JUNE 11, 2015
DRAWN BY	BSC
FIELD BOOK	XXXX
REVISIONS	DATE

I, Sherri Foster, Assistant County Clerk of the Chambers County, Alabama Commission, the official body of Chambers County, Alabama, do hereby certify that the foregoing is a full, true and correct copy of Resolution No. D6. D6. 16 adopted by the Chambers County Commission at a regular session on June 6, 2016.

Certified this 6<sup>th</sup> day of June, 2016.



Sherri Foster  
ASSISTANT COUNTY CLERK  
CHAMBERS COUNTY COMMISSION  
CHAMBERS COUNTY, ALABAMA

**PROJECT AGREEMENT**

**BY AND AMONG**

**REGENERATION, LLC (property owner: ROY W. GRANGER)**

**AND**

**CHAMBERS COUNTY, ALABAMA, CITY OF LANETT, ALABAMA, AND  
THE CHAMBERS COUNTY DEVELOPMENT AUTHORITY**

**Effective Date:**

June 8, 2016

STATE OF ALABAMA

CHAMBERS COUNTY

**PROJECT AGREEMENT**

This **PROJECT AGREEMENT** (the "Agreement"), is hereby made and entered into as of the 8<sup>th</sup> day of June, 2016, (the "Effective Date") by and among **REGENERATION, LLC** (the "Company"), an Alabama Limited Liability Company; **THE CHAMBERS COUNTY DEVELOPMENT AUTHORITY** (the "Authority"), an Alabama public corporation; **CITY OF LANETT, ALABAMA** (the "City") and **CHAMBERS COUNTY, ALABAMA**, a political subdivision of the State of Alabama (the "County") (the Authority and the County collectively referred to as the "Public Entities"). The above-referenced entities may from time to time be referred to individually as a "Party" and collectively as the "Parties".

**WITNESSETH:**

WHEREAS, the Public Entities enthusiastically support and encourage business and industrial development in Chambers County, Alabama; and

WHEREAS, the Company is in the process of demolishing the former Lanett Mill in Chambers County, Alabama for the purpose of generating income from its materials and further developing the site, and the Public Entities are desirous of having the Company complete the demolition in a prompt manner; and,

WHEREAS, the Company has committed that it will have all debris removed from the dilapidated mill site on or before October 31, 2016; and,

WHEREAS, the Public Entities have made specific proposals to the Company for the purpose of inducing the Company to complete the Project during this time frame; and,

WHEREAS, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations of the Company and the Public Entities, which commitments are made in consideration of the Company's decision to complete the Project in Chambers County, Alabama and the Public Entities' incentive agreements as herein expressed.

NOW THEREFORE, upon and in consideration for the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

## ARTICLE I

### COMPANY'S COMMITMENT

#### Section 1.1. Company's Commitments.

(A) In consideration of this Agreement, the Company commits to have all debris removed and cleared from the Project Site (the "Commitment"). This Commitment by the Company is to have the Project Site cleared of all existing structures as well as any debris, construction material, obstructive rocks, trees, roots, and vegetation. The legal description as to the Project Site is attached hereto as Exhibit "A" and incorporated herein by reference. This Commitment shall be accomplished on or before October 31, 2016 (the "Target Date"). If the Company achieves the Commitment on or before the Target Date, the Company shall be entitled to take advantage of the incentives described below.

(B) The Company shall petition to have the Project Site removed from Industrial Park Status and petition to have same annexed into the City of Lanett and commit to completing the process as a condition to any incentives being paid and earned hereunder. By annexing into the City, the City of Lanett pledges their support to assist REGENERATION, LLC in overseeing burning permits of current debris as part of the demolition of the Project Site.

Section 1.2. Preconditions. The Public Entities agree that there is no condition or commitment that the Company must meet to obtain the benefits promised herein by the Public Entities other than described in this Article I.

Section 1.3. Cooperation. The Company agrees to cooperate fully with the County, the City, and the Authority and to take all necessary steps to qualify for the proposed site preparation grant, including, if necessary or expedient, the conveyance of real property to the Authority and the execution of a ground lease or other necessary agreements.

## ARTICLE II

### PUBLIC ENTITIES' COMMITMENT

#### Section 2.1. Assistance with Permits, Title, Site Preparation Engineering & Relocation.

(A) The Authority and County shall use its best efforts to facilitate the timely issuance of all Permits (applications for which are timely and properly submitted and documented by the Company) required in connection with the Project.

#### Section 2.2. Company's Contractors and Suppliers.

The Public Entities agree that all contractors and all suppliers retained by the Company in connection with the Project will be selected in the discretion of the Company, it being expressly

understood, however, that the Company shall use its commercially reasonable best efforts to utilize qualified local contractors and suppliers when possible.

Section 2.3. Site Preparation Incentive.

The County agrees to provide a cash reimbursement incentive of Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) that shall be used towards the rental of a shredder from Crusher Works, LLC in Birmingham, Alabama to be used for site clearing and debris removal. The County will reimburse Crusher Works, LLC Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) each month for a period of three (3) consecutive months while the shredder is being used on the Project Site. The City of Lanett shall be authorized to monitor the removal of debris and do an onsite inspection daily beginning upon execution of the herein document and to continue for the three (3) month rental period to ensure progress is being completed and report to the County before a reimbursement is submitted.

“The Company”, “The City”, and “The County” are all in agreement that the machinery incentivized above shall be used solely on the Project Site until the three (3) month utilization period has lapsed.

Section 2.4. Option to Purchase.

The Company hereby grants to the Public Entities an option to purchase the Project Site described as 27 acres, more or less, and all items and improvements thereon for the sum of \$2,000,000.<sup>00</sup> In the event the option purchase price is less than the fair market value of the property as determined by an appraisal, REGENERATION, LLC will receive a Charitable contribution form to list the transaction as a taxable donation based on the difference between the fair market value of the Project Site and the agreed upon option purchase price.

Section 2.5. Conditions to Incentives. Each and every one of the incentives set forth in this Article II is expressly conditioned upon the Company’s meeting each and every one of its commitments hereunder.

### ARTICLE III

#### MISCELLANEOUS

Section 3.1. Authorization. Each of the Public Entities herein represent that it has the legal power and authority to enter into this Agreement and to make the respective commitments made herein. Further, to the extent that any Public Entity requires the authorization, approval or consent of any other entity for them to have made the commitments contained in this Agreement, that such authorizations, approvals and consents have been duly obtained in accordance with applicable law and procedures.

Section 3.2. Governing Law. The governing law of this Agreement shall be the law of the State of Alabama. All legal action related to this Agreement shall be brought solely in the State Court located within or serving Chambers County, Alabama, and the Parties agree that venue is proper in Chambers County. Each Party hereby submits to said venue and the jurisdiction of said State Courts.

Section 3.3. Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect and for any reason whatsoever, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 3.4. Notices. Any notice, request, demand, claim, or other communication hereunder shall be in writing and shall be duly given or made when received: (a) when personally delivered to the intended recipient (or an officer of the intended recipient); (b) when sent by certified first-class mail, return-receipt requested, postage prepaid; (c) when sent by recognized overnight courier service; or (d) when sent by telecopy (with such telecopy to be confirmed promptly in writing and received by mail or overnight courier as aforesaid), to the following addresses and recipients:

REGENERATION, LLC:

Regeneration, LLC  
PO Box 1058, Alexander City, AL 35011  
1635 10<sup>th</sup> Place, Alexander City, AL 35010  
Telephone: (256) 234-9333  
Facsimile:  
Attention: Roy W. Granger, Sole &  
Managing Member

THE CHAMBERS COUNTY  
DEVELOPMENT AUTHORITY:

The Chambers County Development  
Authority  
2102 South Broad Avenue  
PO Box 269  
Lanett, AL 36863  
Telephone: (334) 642-1413  
Facsimile: (334) 642-6548  
Attention: Valerie G. Gray, Ex. Dir.

## CITY OF LANETT, ALABAMA:

City of Lanett, Alabama  
PO Box 290  
Lanett, AL 36863  
Telephone: (334) 644-2141  
Facsimile: (334) 644-5240  
Attention: Kyle McCoy, Mayor &  
Deborah Gilbert,  
City Clerk

## CHAMBERS COUNTY, ALABAMA:

Chambers County Commission  
Chambers County Courthouse  
2 South LaFayette Street  
LaFayette, AL 36862  
Telephone: (334) 864-4311  
Facsimile: (334) 864-4306  
Attention: Regina Chambers,  
County Manager

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to the provisions of this Section 3.4.

Section 3.5. Publicity and Trade Secrets. The Company recognizes and agrees that this Agreement, when executed, becomes a public record of the State open to inspection and copying by the public. Further, the Company agrees that the fact of this Agreement and any vote of a board or authorizing body of a public authority authorizing or approving the execution of this Agreement must be made in a public meeting of that Public Entity. To the fullest extent permitted by law (including the Alabama Open Records Act and the Alabama Open Meetings Law), each Party hereto agrees to not disclose the trade secrets of the Company. In the event that a Public Entity is requested to disclose any such information pursuant to a request under any laws (including the Alabama Open Records Act and the Alabama Open Meetings Law), such Public Entity will provide the Company with notice so that the Company may seek a protective order or other appropriate remedy to protect this confidential information.

Section 3.6. Assignment. This Agreement is not assignable by any Party except by the signed written consent of all Parties hereto.

Section 3.7. Conflicts. If any provision in this Agreement conflicts or is inconsistent with any ancillary agreements relating to the Project as entered into between the Company and any Public Entity, the terms, conditions and obligations contained in this Agreement shall control.

Section 3.8. Survival of Representations. The covenants and representations made by each of the Parties hereto and contained herein shall survive the performance of any obligations to which such covenants and representations relate.

Section 3.9. Term of Agreement. The term of this Agreement shall commence on the Effective Date and continue in effect through the earlier to occur of the date upon which the Company shall have completed the Project or October 31, 2016.

Section 3.10. No Third-Party Beneficiaries. Other than as set forth in this Agreement, this Agreement shall not confer any rights or remedies upon any person other than the Parties hereto and their respective successors or permitted assigns.

Section 3.11. Article and Section Titles and Headings. The article and section titles and headings are for convenience only and do not define, modify or limit any of the terms and provisions hereof.

Section 3.12. Incorporation of Exhibits, Annexes and Schedules. Any exhibits, annexes, and schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

Section 3.13. Entire Agreement. This Agreement (including the agreements and exhibits referred to herein) constitutes the entire agreement among the Parties hereto and supersedes any prior understandings, agreements, or representations by or among the Parties hereto, whether written or oral.

Section 3.14. Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and duly signed by an authorized representative of each of the Parties hereto. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Section 3.15. Cost and Expense. Except as otherwise specifically set forth in this Agreement, each Party hereto agrees to pay its own costs incurred in connection with the Project proposal, including all costs and expenses incurred in connection with the preparation of any studies or reports, surveys or approvals, this Agreement, or otherwise.

Section 3.16. Binding Effect. This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Company and its successors and assigns and shall be binding upon and shall inure to the benefit of the Public Entities and all Public Entities and any other agencies, departments, divisions, governmental entities, public corporations and other entities which shall be successors to any of such Public Entities or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of any of the Public Entities which are Parties hereto. In addition, the Parties agree: (a) to take all actions, without exception, which may be legally taken

and which are necessary and appropriate at any time to assure the binding effect, legality and enforceability of their respective obligations hereunder, and (b) not to take any action which would affect adversely in any way whatsoever the binding effect, legality and enforceability of their respective obligations hereunder.

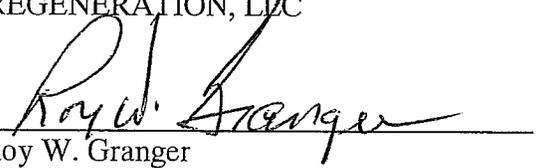
Section 3.17. Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

Section 3.18. Interruptions and Delays. If performance of any provision of this Agreement by any Party is delayed or interrupted by forces beyond such Party's control (such as: war; riot; weather; casualty loss; terrorist activities; rationing or shortages of materials or supplies; labor strikes or shortages; delay; loss or reduction of program or customer commitments or contracts; unforeseeable inflation of energy or raw material prices which could reasonably be expected to delay or significantly increase the cost of the Project; acts of God; or any similar event or occurrence), any resultant delay or interruption in performance shall be excused to the extent of such delay or interruption, and any commitments, targets, deadlines or schedules appropriately adjusted or extended.

IN WITNESS WHEREOF, **REGENERATION, LLC** (Company), with due authority, has caused this Project Agreement to be duly and properly executed in its name by the signature of Roy W. Granger, its Sole and Managing Member, on this the 3 day of June, 2016.

COMPANY:

REGENERATION, LLC

By:   
Name: Roy W. Granger  
Title: Sole & Managing Member

IN WITNESS WHEREOF, **THE CHAMBERS COUNTY DEVELOPMENT AUTHORITY** (Authority) has caused this Project Agreement to be executed in its name by the signature of its Chairman and attested by the signature of its Secretary on this the 8<sup>th</sup> day of June, 2016.

AUTHORITY:

THE CHAMBERS COUNTY  
DEVELOPMENT AUTHORITY

By: Bobby Williams  
Name: Bobby Williams  
Title: Chairman

Attest: [Signature]  
Name: George Chambley  
Title: Secretary

IN WITNESS WHEREOF, **CITY OF LANETT, ALABAMA** (City) by and through the Lanett City Council, has caused this Project Agreement to be executed in its name by the signature of its Mayor and attested by the signature of its City Clerk on this the 6 day of June, 2016.

CITY:

CITY OF LANETT, ALABAMA

By: Kyle McCoy  
Name: Kyle McCoy  
Title: Mayor of City of Lanett, Alabama

Attest: Deborah Gilbert  
Name: Deborah Gilbert  
Title: City Clerk

IN WITNESS WHEREOF, CHAMBERS COUNTY, ALABAMA, BY AND THROUGH THE CHAMBERS COUNTY COMMISSION (County) has caused this Project Agreement to be executed in its name by the signature of its Chairman and attested by the signature of its Assistant County Clerk on this the 6 day of June, 2016.

COUNTY:

CHAMBERS COUNTY, ALABAMA BY AND THROUGH THE CHAMBERS COUNTY COMMISSION

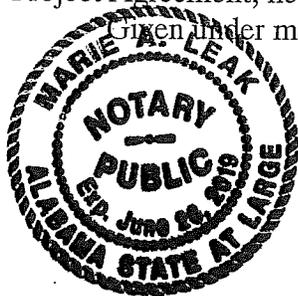
By: Joe L. Blanks  
Name: Joe L. Blanks  
Title: Chairman of Commissioners

Attest: Sherri Foster  
Name: Sherri Foster  
Title: Assistant County Clerk

STATE OF ALABAMA  
COUNTY OF CHAMBERS

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Roy W. Granger, whose name is signed to the within and foregoing Project Agreement, as Sole and Managing Member, of Regeneration, LLC, an Alabama Limited Liability Company, and who is known to me, acknowledged before me, that being informed of the contents of said Project Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 3 day of June, 2016.



Marie A. Leah  
NOTARY PUBLIC  
My Commission Expires: 06/26/2019

STATE OF ALABAMA  
COUNTY OF CHAMBERS

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Bobby Williams and George Chambley, whose names are signed to the within and foregoing Project Agreement, as Chairman and Secretary, respectively, of The Chambers County Development Authority, and who are known to me, acknowledged before me, that being informed of the contents of said Project Agreement, they executed the same voluntarily on the day the same bears date.

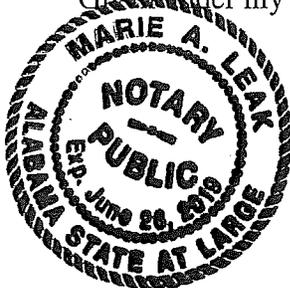
Given under my hand and seal this 8<sup>th</sup> day of June, 2016.

Tammy Johnson  
NOTARY PUBLIC  
My Commission Expires: April 22, 2017

STATE OF ALABAMA  
COUNTY OF CHAMBERS

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Kyle McCoy and Deborah Gilbert, whose names are signed to the within and foregoing Project Agreement, as Mayor and City Clerk, respectively, of the City of Lanett, Alabama, and who are known to me, acknowledged before me, that being informed of the contents of said Project Agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 6 day of June, 2016.

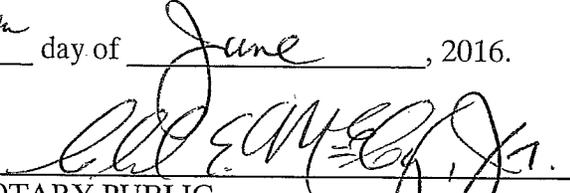


Marie A. Leak  
NOTARY PUBLIC  
My Commission Expires: 06/26/2019

STATE OF ALABAMA  
COUNTY OF CHAMBERS

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Joe L. Blanks and Sherri Foster, whose names are signed to the within and foregoing Project Agreement, as Chairman and Assistant County Clerk, respectively, of the Chambers County, Alabama Commission, and who are known to me, acknowledged before me, that being informed of the contents of said Project Agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 6<sup>th</sup> day of June, 2016.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 11-19-19

**EXHIBIT "A"****PARCEL I:**

Commence at an iron pin located at the intersection of the Southerly Margin of 3<sup>rd</sup> Street South and the Westerly Margin of South 1<sup>st</sup> Avenue and also being known as the Northeast Corner of Block No. 37 of Lanett Mill Division, Map Book 3, Pages 10-17, Chambers County, Alabama; thence along the South side of said 3<sup>rd</sup> Street South, South 74 degrees 54 minutes 16 seconds East for a distance of 244.60 feet to a concrete monument located on the West side of U.S. Highway 29; thence leaving said South side and along said West side North 40 degrees 25 minutes 18 seconds East for a distance of 182.60 feet to an iron pin located on the East side of U. S. Highway 29 and the POINT OF BEGINNING for the herein described parcel of land; thence leaving said West side and along said East side North 15 degrees 04 minutes 54 seconds East for a distance of 601.47 feet to an iron pin; thence leaving said East side South 76 degrees 23 minutes 12 seconds East for a distance of 174.53 feet to an iron pin; thence North 11 degrees 41 minutes 24 seconds East for a distance of 108.08 feet to an iron pin; thence South 84 degrees 34 minutes 12 seconds East for a distance of 70.45 feet to an iron pin located on the West right-of-way (100 feet) of CSX Railroad; thence along said West right-of-way South 05 degrees 26 minutes 19 seconds West for a distance of 826.55 feet to an iron pin; thence leaving said West right-of-way North 74 degrees 26 minutes 26 seconds West for a distance of 209.14 feet to a set mag-nail; thence North 15 degrees 44 minutes 22 seconds East for a distance of 86.11 feet to an iron pin; thence North 74 degrees 26 minutes 52 seconds West for a distance of 167.84 feet to the POINT OF BEGINNING. Containing 4.91 acres, more or less, and lying in and being a part of Fractional Section 25, Township 22 North, Range 28 East, City of Lanett, Chambers County, Alabama.

The above-described parcel containing 4.91 acres, more or less, is more fully shown and referenced as "Tract 1" on the survey entitled, "Boundary Survey of WestPoint Stevens Bluffton Facility and One Outparcel", dated August 29, 2008, and being prepared by Larry E. Speaks, AL Registered Land Surveyor No. 7349. Said survey is recorded in Plat Book G, Slide 5, Document #2016-1908, in the Office of the Judge of Probate of Chambers County, Alabama.

**LESS AND EXCEPT:**

Commence at an iron pin located at the intersection of the Southerly Margin of 3<sup>rd</sup> Street South and the Westerly Margin of South 1<sup>st</sup> Avenue and also being known as the Northeast Corner of Block No. 37 of Lanett Mill Division, Map Book 3, Pages 10-17, Chambers County, Alabama; thence along the South side of said 3<sup>rd</sup> Street South, South 74 degrees 54 minutes 16 seconds East for a distance of 244.60 feet to a concrete monument located on the West side of U. S. Highway 29; thence leaving said South side and along said West side North 40 degrees 25 minutes 18 seconds East for a distance of 182.60 feet to an iron pin located on the East side of U. S. Highway 29; thence leaving said West side and along said East side North 15 degrees 04 minutes 54 seconds East for a distance of 551.47 feet to an iron pin and the POINT OF BEGINNING for the herein described parcel of land; thence continue along said East side North 15 degrees 04 minutes 54 seconds East for a distance of 50.00 feet to an iron pin; thence leaving said East side South 76

degrees 23 minutes 12 seconds East for a distance of 174.53 feet to an iron pin; thence North 11 degrees 41 minutes 24 seconds East for a distance of 108.08 feet to an iron pin; thence South 84 degrees 34 minutes 12 seconds East for a distance of 70.45 feet to an iron pin located on the West right-of-way (100 feet) of CSX Railroad; thence along said West right-of-way South 05 degrees 26 minutes 19 seconds West for a distance of 169.76 feet to a cotton spindle; thence leaving said West right-of-way North 76 degrees 23 minutes 12 seconds West for a distance of 266.06 feet to an iron pin and the POINT OF BEGINNING. Containing 0.50 acres, more or less, and lying in and being a part of Fractional Section 25, Township 22 North, Range 28 East, City of Lanett, Chambers County, Alabama.

The above-described parcel containing 0.50 acres, more or less, is more fully shown on the survey entitled, "Boundary Survey for 0.50 Acres More or Less Old Bluffton Facility", dated April 26, 2016, and being prepared by Steven E. Speaks, AL Registered Land Surveyor No. 20897. Said survey is recorded in Plat Book G, Slide 5, Document #2016-1906, in the Office of the Judge of Probate of Chambers County, Alabama.

### **PARCEL II:**

Commence at an iron pin located at the intersection of the Southerly Margin of 3<sup>rd</sup> Street South and the Westerly Margin of South 1<sup>st</sup> Avenue and also being known as the Northeast Corner of Block No. 37 of Lanett Mill Division, Map Book 3, Pages 10-17, Chambers County, Alabama; thence along the South side of said 3<sup>rd</sup> Street South, South 74 degrees 54 minutes 16 seconds East for a distance of 244.60 feet to a concrete monument; thence leaving said South side North 40 degrees 25 minutes 18 seconds East for a distance of 182.60 feet to an iron pin and the POINT OF BEGINNING for the herein described parcel of land; thence South 74 degrees 26 minutes 52 seconds East for a distance of 167.84 feet to an iron pin; thence South 15 degrees 44 minutes 22 seconds West for a distance of 86.11 feet to a set mag-nail; thence South 74 degrees 26 minutes 26 seconds East for a distance of 209.14 feet to an iron pin located on the West right-of-way (100 feet) of CSX Railroad; thence along said West right-of-way South 05 degrees 26 minutes 19 seconds West for a distance of 1612.80 feet to a set mag-nail located on the North side of 10<sup>th</sup> Street Southeast; thence leaving said West right-of-way and along said North side of the following two (2) courses: (1) South 59 degrees 54 minutes 00 seconds West for a distance of 432.62 feet; (2) North 74 degrees 02 minutes 02 seconds West for a distance of 333.30 feet to a concrete monument; thence leaving said North side North 30 degrees 34 minutes 16 seconds West for a distance of 19.41 feet to a concrete monument located on the East side of U. S. Highway 29; thence along said East side the flowing two (2) courses: (1) North 15 degrees 16 minutes 25 seconds East for a distance of 480.67 feet; (2) North 15 degrees 14 minutes 55 seconds East for a distance of 1486.74 feet to the POINT OF BEGINNING. Containing 22.59 acres, more or less, and lying in and being a part of Fractional Sections 25 and 36, Township 22 North, Range 28 East, City of Lanett, Chambers County, Alabama.

The above-described parcel containing 22.59 acres, more or less, is more fully shown and referenced as "Tract 1" on the survey entitled, "Boundary Survey of Lanett Mill and Two Outparcels", dated August 29, 2008, and being prepared by Larry E. Speaks, AL Registered Land Surveyor No. 7349. Said survey is recorded in Plat Book G, Slide 4, Document #2016-1907, in the Office of the Judge of Probate of Chambers County, Alabama.



ALABAMA DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE FOR A VEHICLE

TITLE NO.	VEHICLE IDENTIFICATION NUMBER	TRANS. CODE	DATE ISSUED
46785438	4T1SK12E3SU499403	01	02/25/2013
YR. MODEL	MAKE	MODEL	BODY TYPE
1995	TOYOTA	CAMRY	4D
CYL.	NEW	USED	DEMO
04	XX		
PURCHASE DATE	NO. LIENS	COLOR	ODOMETER
02/06/2013	0	BLK	EXEMPT

NAME(S) AND MAILING ADDRESS OF OWNER(S)  
 CHAMBERS COUNTY COMMISSION DRUG TASK FORCE  
 2 S LAFAYETTE ST.  
 LAFAYETTE AL 36862

4.659 / 3.341  
 CHAMBERS COUNTY COMMISSION DRUG TASK FOR  
 2 S LAFAYETTE ST  
 LAFAYETTE AL 36862-1750

RESIDENT ADDRESS IF DIFFERENT

LEGEND(S)

RELEASE OF LIEN  
 The holder of lien on the vehicle described in this Certificate does hereby state that the lien described in said Certificate of Title is released and discharged.

1ST LIENHOLDER'S NAME, ADDRESS AND LIEN DATE

First Lienholder  
 By \_\_\_\_\_  
 Signature of Authorized Agent  
 Date \_\_\_\_\_

2ND LIENHOLDER'S NAME, ADDRESS AND LIEN DATE

Second Lienholder  
 By \_\_\_\_\_  
 Signature of Authorized Agent  
 Date \_\_\_\_\_



This certificate serves as an official document of the Department of Revenue and prima facie evidence that an application for certificate of title has been made for the vehicle described herein, pursuant to the provisions of the Motor Vehicle laws of this State, and the applicant named on the face hereof has been duly recorded as the lawful owner of the vehicle so described. Further, the said vehicle is subject to the security interest by lien(s) show hereon, if any. But, said described vehicle may be subject to a mechanic's lien or a lien given by statute to the United States, this State or any political subdivision of this State or other encumbrances not required to be filed with this Department.

CONTROL NUMBER  
 42403573

KEEP IN A SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

HOLD TO LIGHT TO VIEW WATERMARK



STATE OF ALABAMA DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE FOR A VEHICLE

TITLE NO.	VEHICLE IDENTIFICATION NUMBER	TRANS CODE	DATE ISSUED
49288388	1GKEC16R2VJ749560	01	09/02/2014
YR MODEL	MAKE	MODEL	BODY TYPE   PREV AL TITLE NO
1997	GMC	C1500	4D   48105661
CYL	NEW	USED	DEMO
08		XX	
PURCHASE DATE		CO. LIENS	COLOR
08/06/2014		0	BLU
ODOMETER			
			EXEMPT

NAME(S) AND MAILING ADDRESS OF OWNER(S)

CHAMBERS COUNTY COMMISSIONS DRUG TASK FORCE  
P O BOX 602  
LAFAYETTE AL 36862

CHAMBERS COUNTY COMMISSIONS DRUG TASK FO  
P O BOX 602  
LAFAYETTE AL 36862

RESIDENT ADDRESS IF DIFFERENT

CHAMBERS COUNTY COMMISSIONS DRU  
2 LAFAYETTE ST SUITE B 114  
LAFAYETTE AL 36862

LEGEND(S)

RELEASE OF LIEN  
The holder of Lien on the vehicle described in this Certificate does hereby state that the lien described in said Certificate of Title is released and discharged.

1ST LIENHOLDER'S NAME, ADDRESS AND LIEN DATE

First Lienholder

By \_\_\_\_\_  
Signature of Authorized Agent

Date \_\_\_\_\_

2ND LIENHOLDER'S NAME, ADDRESS AND LIEN DATE

Second Lienholder

By \_\_\_\_\_  
Signature of Authorized Agent

Date \_\_\_\_\_



CONTROL NUMBER

44779860

This certificate serves as an official document of the Department of Revenue and primary evidence that an application for certificate of title has been made for the vehicle described herein, pursuant to the provisions of the Motor Vehicle Laws of this State, and the application number on the face hereof has been duly recorded as the lawful owner of the vehicle so described. Further, the sale is subject to the security interest by lien(s) shown hereon, if any. But, said described vehicle may be subject to a mechanic's lien or a lien given by statute to the United States, this State or any political subdivision of this State or other encumbrances not required to be filed with this Department.

KEEP IN A SAFE PLACE - ANY ALTERATION OR BRASURE VOIDS THIS TITLE

HOLD TO LIGHT TO VIEW WATERMARK

March 15, 2016

**IMPORTANT**      **RESPONSE**  
**REQUIRED**      **IMPORTANT**

**2016 “Back-to-School” Sales Tax Holiday**  
**August 5-7, 2016**

**Deadline to notify ADOR: July 5, 2016**

The 2016 “Back-to-School” Sales Tax Holiday begins at 12:01 a.m. on Friday, August 5, 2016, and ends at twelve midnight on Sunday, August 7, 2016. As required by Rule 810-6-3-.65, a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the Sales Tax Holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue before July 5, 2016. The Department will compile this information into a list of all counties and municipalities participating in the “Back-to-School” Sales Tax Holiday and issue a current publication of the list on its website at: [www.revenue.alabama.gov/salestax/SalesTaxHol.cfm](http://www.revenue.alabama.gov/salestax/SalesTaxHol.cfm). Notification of participation in the sales tax holiday may not be included in the published list if received after July 5, 2016.

**Retail businesses and the public need to know whether or not your locality will participate in the 2016 “Back-to-School” Sales Tax Holiday.**

**Please put it on your calendar to discuss and vote on this matter soon and notify the ADOR of the decision.**

**RESPONSE REQUIRED:**

**Participating?** Send a certified copy of any resolution, ordinance, or amendment adopted by your locality.

**Not Participating?** Send an email, fax or letter (with signature line) stating: “The (City/Town/County) of \_\_\_\_\_ will not be participating in the 2016 Back-to-School Sales tax holiday.” It is important that you inform us of that fact, otherwise, retailers and the public wonder if you are participating and forgot to notify the Department of Revenue.

Retailers and the public rely on the list provided by the Department of Revenue and the Department cannot post a locality’s participation status based on assumption; notification of nonparticipation or copies of resolution/ordinance from the locality is required.

**Notification can be faxed, mailed or emailed:**

**FAX:** 334-353-7666  
**REVENUE**

**EMAIL:** [wanda.robbyns@revenue.alabama.gov](mailto:wanda.robbyns@revenue.alabama.gov)

**QUESTIONS:** 334-353-8044  
7900

**MAIL:** ALABAMA DEPARTMENT OF

**ATTN: Wanda Robbins**  
**Sales & Use Tax Division**  
**Post Office Box 327900**  
**Montgomery, Alabama 36132-**

**RESOLUTION PROVIDING FOR CHAMBERS COUNTY'S  
PARTICIPATION IN THE "SALES TAX HOLIDAY"  
AS AUTHORIZED BY ACT NO. 2006-574 IN AUGUST 2014**

**WHEREAS**, during its 2006 Regular Session, the Alabama Legislature enacted Act No. 2006-574, EFFECTIVE July 1, 2006, which provides an exemption of the state sales and use tax for certain non-commercial purchases related to school clothing and supplies during the first full weekend in August of each year; and

**WHEREAS**, Act No. 2006-574 authorizes the county commission to provide for an exemption of county sales and use taxes for purchases of items covered by the Act during the same time period in which the state sales and use tax exemption is in place, provided a resolution to that effect is adopted at least thirty days prior to 12:01 a.m. on the first Friday in August; and

**WHEREAS**, the Chambers County Commission has affirmatively voted to grant the exemption of county sales and use taxes on purchases covered by Act No. 2006-574 during the first weekend of August 2016, beginning at 12:01 a.m. on August 5, 2016 and ending at twelve midnight on Sunday, August 7, 2016, the first full weekend of August in 2016; and

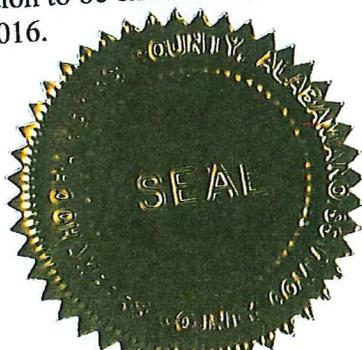
**WHEREAS**, Code of Alabama 1975, § 11-51-210(e), requires that the county commission notify the Alabama Department of Revenue of any new local tax or amendment to an existing local tax levy at least 30 days prior to the effective date of the change; and

**WHEREAS**, the exemption of certain county sales and use taxes for the first full weekend of August 2016 herein adopted by the county commission is an amendment to the county's sales and use tax levy warranting notice to the Alabama Department of Revenue as provided in Code of Alabama 1975, § 11-51-210(e);

**WHEREFORE BE IT RESOLVED BY THE CHAMBERS COUNTY COMMISSION** that it does hereby provide for an exemption of the county sales and use tax on purchases of items covered by Act No. 2006-574 beginning at 12:01 a.m. on August 5, 2016 and ending at twelve midnight on Sunday, August 7, 2016.

**BE IT FURTHER RESOLVED** that a copy of this resolution be spread upon the minutes of the June 6, 2016 meeting of the Chambers County Commission, and be immediately forwarded to the Alabama Department of Revenue in compliance with Code of Alabama 1975, § 11-51-210(e).

**IN WITNESS WHEREOF**, the Chambers County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 6<sup>th</sup> day of June, 2016.



*Joe L. Blanks*  
Chairman, Chambers County Commission

**Chambers County Commission  
Budget Revision Request Form**

(revised 02-01-07)

Department / Division: IT SUPPORT

Contact Person (print): REGINA CHAMBERS

Title / Position: COUNTY MANAGER

Fund Name: GENERAL FUND

Fund #: 001

Account #	Expenditure / Object Code	Description	Approved Amount	Requested Amendments (+ / -)	Revised Budget
51111	235	SOFTWARE MAINTENANCE	\$5,000	+ \$3,250	\$8,250
47903		PROCEEDS FROM SALE OF LAND	\$ 0	+\$3,250	\$3,250
Total of the requested amendments ==>				\$ 3,250	

List below the total amount for which the entire **fund** budget was approved at the beginning of the current fiscal year and the sum of the requested amendments shown above.

	Original Approved Budget Totals	+/- Amendments	Revised Budget Totals
Revenues	\$4,931,788	\$ 3,250	\$ 4,935,038
Transfers In	\$ 200,000		200,000
Expenditures	\$4,879,698	3,250	4,882,948
Transfers Out	\$ 641,271		641,271
Fund Balance	\$ 401,031		401,031

Justification (attach additional pages if necessary): MR. JACAVA MATTISON HAS REQUESTED THIS BUDGET AMENDMENT FOR THE FOLLOWING REASON: THE COUNTY CURRENTLY PAYS \$1,944/YEAR FOR VIRUS PROTECTION FOR 81 COMPUTERS. MR. MATTISON HAS FOUND ANOTHER COMPANY THAT OFFERS BETTER PROTECTION FOR LESS COST. IN ORDER TO HAVE SERVICE WITH THE NEW COMPANY, AN UPFRONT COST TO THE COUNTY IS \$3,250, WHICH COVERS 150 COMPUTERS AND THREE YEARS OF VIRUS PROTECTION. THIS COST AVERAGES \$1,085.33/YEAR, WHICH SAVES THE COUNTY \$2,582 OVER A THREE YEAR TIME SPAN FOR VIRUS PROTECTION.

Contact Signature: Regina Chambers

Date Submitted: 6/2/2016

Committee Recommendation: \_\_\_\_\_

Date Forwarded to Commission: 6/6/2016

Date Approved by Commission: \_\_\_\_\_

Attest: \_\_\_\_\_



ALABAMA DEPARTMENT OF REVENUE
Application to Granting Authority
for Abatement of Taxes

Under Chapter 9B, Title 40, Code of Alabama 1975

Noneducational Sales and Use Taxes, Noneducational Property Taxes, and/or Mortgage and Recording Taxes

This form is to be submitted to the granting authority for consideration in granting an abatement of all state and local noneducational property taxes, all construction related transaction (sales and use) taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or mortgage and recording fees, in accordance with the provisions of Section 40-9B-1 et seq., Code of Alabama 1975.

1a. TYPE OF ABA'EMENT APPLYING FOR: [X] Sales & Use Taxes [X] Property Taxes [ ] Mortgage & Recording Taxes
2. PROJECT NAICS CODE: 3 3 2 1 1 6

1b. IS APPLICANT REQUESTING PROPERTY TAX ABA'EMENT FOR A PERIOD LONGER THAN 10 YEARS? [ ] Yes [X] No
3. TYPE OF PROJECT: [ ] New Project [X] Major Addition To An Existing Facility

4. DOES MAJOR ADDITION EQUAL THE LESSER OF: (CHECK APPLICABLE BOX)
[X] \$2,000,000 - OR - [ ] 30% of original cost of existing property, original cost \$

5. PROJECT APPLICANT: BSK Properties LLC
DBA:

6. ADDRESS OF APPLICANT: 4607 Rambo Road
CITY: Bridgman STATE: MI ZIP CODE: 49106

7. NAME OF CONTACT PERSON: Keith Hettig
EMAIL ADDRESS: khettig@glakesmetalstamping.com
TELEPHONE NUMBER: ( 334 ) 756-4567

8. DATE COMPANY ORGANIZED: 2006

9. PHYSICAL LOCATION OF PROJECT: 1192 County Road 177

CITY (IF OUTSIDE CITY LIMITS, PLEASE INDICATE): Cusseta
COUNTY: Chambers
ZIP CODE: 36852

10. BRIEF DESCRIPTION OF PROJECT (ATTACH A COMPLETE AND DETAILED LISTING OF PROJECT PROPERTY COSTS TO ENABLE A COST/BENEFIT ANALYSIS BY GRANTING AUTHORITY):
facility addition 40,448 sq. ft.

11. ESTIMATED DATE CONSTRUCTION WILL BEGIN: June 13, 2016
12. ESTIMATED DATE CONSTRUCTION WILL BE COMPLETED: June 2017
13. ESTIMATED DATE PROPERTY WILL BE PLACED IN SERVICE: June 2017

14. HAVE BONDS BEEN ISSUED FOR PROJECT: [X] No [ ] Yes If yes, date bonds issued:
15. WILL BONDS BE ISSUED FOR PROJECT: [X] No [ ] Yes If yes, projected date of issue:

Table with 5 columns: 16. ESTIMATED NUMBER OF NEW EMPLOYEES, 17. ESTIMATED ANNUAL PAYROLL OF NEW EMPLOYEES, Estimated Investment for Project, 18. COST OR VALUE FOR PROPERTY TAX, 19. COST SUBJECT TO SALES TAX. Rows include Land, Existing Building(s), Existing Personal Property, New Building(s) and/or New Additions to Existing Building(s), and Manufacturing Machinery.

The abatement of noneducational property taxes is based on the market value of specific assets; therefore, the actual amount of taxes abated is determined each year as the property is assessed and valued. An abatement of noneducational sales and use taxes shall apply only to tangible personal property and taxable services incorporated into private use industrial property, the cost of which may be added to capital account with respect to the property, determined without regard to any rule which permits expenditures property chargeable to capital account to be treated as current expenses. No abatement of sales and use taxes shall extend beyond the date private use industrial property is placed in service. A verification inspection of qualifying property will be conducted by the Alabama Department of Revenue to insure compliance with Section 40-9B-1 et seq., Code of Alabama 1975, as amended.

I hereby affirm that, to the best of my knowledge and belief, the information in this application and any accompanying statement, schedules, and other information is true, correct and complete.

J. Keith Hettig
NAME (PRINT):
SIGNATURE

Member
TITLE
05-13-2016
DATE

A FACILITY EXPANSION FOR:

# GREAT LAKES METAL STAMPING, INC.

CUSSETA, ALABAMA

## DESIGN-BUILD CONTRACTOR

RACO ALABAMA, LLC  
4001 CARMICHAEL ROAD  
SUITE 333  
MONTGOMERY, AL 36106  
CONTACT: SCOTT DAVIS  
PHONE: (334) 273-9904

## OWNER CONTACT

MR. KEITH HETTING  
PHONE: (334) 738-087

## DESIGN TEAM

ARCHITECT  
APPELBY + LACCETTI ARCHITECTS, INC.  
1000 W. FREEMAN STREET, SUITE 600  
ATLANTA, GA 30309  
CONTACT: THOMAS J. LACCETTI, AIA  
PHONE: (404) 917-3282

## BUILDING CODES

BUILDING CODE: 2009 INTERNATIONAL BUILDING CODE  
MECHANICAL CODE: 2009 INTERNATIONAL MECHANICAL CODE  
PLUMBING CODE: 2009 INTERNATIONAL PLUMBING CODE  
GAS CODE: 2009 INTERNATIONAL FUEL GAS CODE  
FIRE CODE: 2009 INTERNATIONAL FIRE CODE  
ELECTRICAL CODE: 2008 NATIONAL ELECTRIC CODE

2010 Americans with Disability Act Accessibility Guidelines  
(\*) The requirements of the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities supersede the handicapped requirements contained in the International Building Code.

## PROJECT DATA

**BUILDING ADDRESS:** 1192 COUNTY RD 177  
CUSSETA, ALABAMA 36652

**OCCUPANCY CLASS:** MIXED USE NON-SEPARATED F-2 AND BUSINESS OCCUPANCY.

**SEPARATION:** NONE REQUIRED BY CODE.

**CONSTRUCTION TYPE:** 2 B - NON-PROTECTED

**BUILDING SPRINKLED:** YES, FULLY SPRINKLED IN ACCORDANCE WITH SECTION 903.3.1.1

**STORIES:** ONE STORY

**TRAVEL DISTANCE:** 400 FEET MAX BY CODE

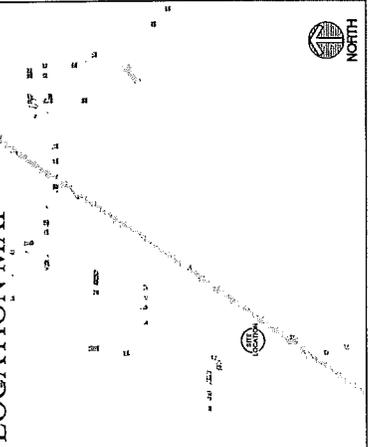
**AREA ALLOWED:** UNLIMITED AREA PER SECTION 507.3 - BUILDING IS SURROUNDED ON ALL FOUR SIDES BY 60'-0" MINIMUM CLEAR DISTANCE

**BUILDING HEIGHT:** 32' AS ALLOWED PER IBC SECTION 503.1.1

**SEISMIC USE GROUP:** I

**SEISMIC DESIGN CATEGORY:** B

## LOCATION MAP



## BUILDING AREA & EGRESS

EXISTING WAREHOUSE (F-2)	45,297	MEANS OF EGRESS (PER IBC 2009 1005.1)	
EXISTING OFFICE (B)	4,309	WAREHOUSE	
EXISTING TOTAL	49,606 SF	EXIT WIDTH REQUIRED - 900 x 0.15 = 135'	
		EXIT WIDTH PROVIDED - 6 EXITS AT 34" MIN.	
NEW WAREHOUSE (F-2)	36,146	OFFICE AREA	
NEW OFFICE (B)	4,392	EXIT WIDTH REQUIRED - 88 x 0.15 = 12.9'	
NEW TOTAL	40,538 SF	EXIT WIDTH PROVIDED - 2 EXITS AT 34" MIN.	
<b>GRAND TOTAL</b>	<b>90,144 SF</b>		
OCCUPANT LOADS			
WAREHOUSE (8,443 / 100 SF)	84		
OFFICE AREA (6,611 / 100 SF)	66		
<b>TOTAL</b>	<b>150</b>		

## SHEET INDEX

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○ BASED ON REFERENCE AND ISSUED FOR PURPOSES ONLY, NOT FOR CONSTRUCTION  
● ISSUED FOR CONSTRUCTION

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JUNE 9, 2016

APPELBY + LACCETTI  
Architects, Inc.  
SUITE 333  
4001 CARMICHAEL ROAD  
MONTGOMERY, AL 36106  
PHONE: (334) 273-9904

RACO ALABAMA, LLC  
SUITE 333  
4001 CARMICHAEL ROAD  
MONTGOMERY, AL 36106  
PHONE: (334) 273-9904

A FACILITY EXPANSION FOR:  
**GREAT LAKES METAL STAMPING, INC.**  
1192 COUNTY RD 177  
CUSSETA, ALABAMA 36652

DATE: 12.16.2016  
DRAWING TITLE: **GE 823**  
TITLE SHEET

DRAWING NO.: **T-11**

NOT FOR CONSTRUCTION

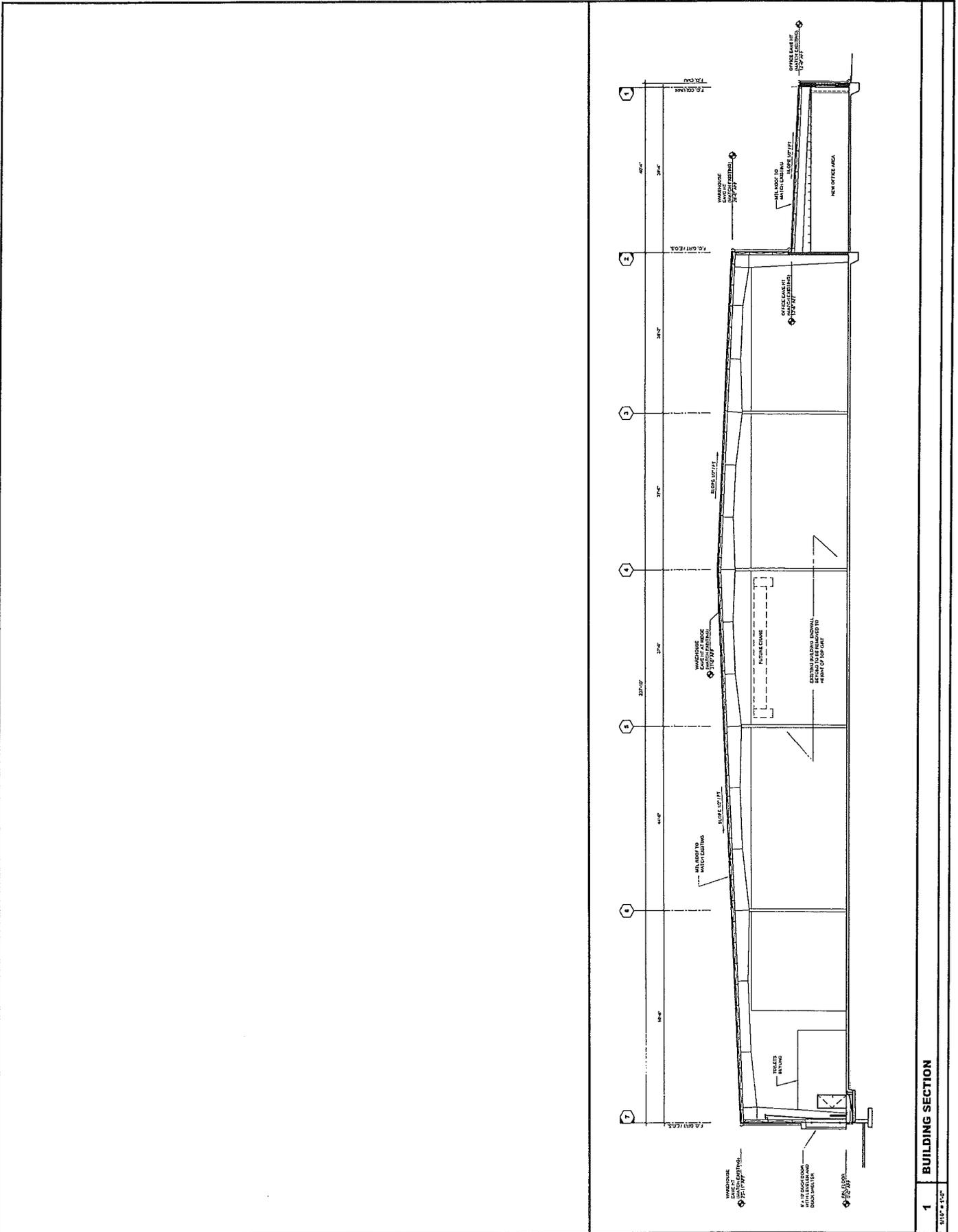








<b>JUNE 6, 2016</b>	DATE PLOTTED: 06/06/16 PLOTTER: HP DesignJet T1100e ARCHITECT: APPELBY + LACCETTI ARCHITECTS, INC.	<b>RACO</b> GENERAL CONTRACTORS INC. 4001 CAMPBELL ROAD SUITE 310 HOUSTON, TX 77058 PHONE: (281) 273-9554	<b>GREAT LAKES</b> METAL STAMPING, INC. A FACILITY EXPANSION FOR:	192 COUNTY RD 177 OUSSETA, ALABAMA 35552	PRINT RECORD NO. DATE DESCRIPTION 1 06/06/16	SEAL THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.	<b>828</b> <b>PG 1</b> <b>BUILDING SECTION</b>	DRAWING TITLE: DATE: 06/06/16 DRAWN BY:	DRAWING NO.: <b>A-40</b>	NOT FOR CONSTRUCTION
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**1 BUILDING SECTION**  
1/8" = 1'-0"



ALABAMA DEPARTMENT OF REVENUE  
SALES, USE & BUSINESS TAX DIVISION

Application For  
Sales and Use Tax Certificate of Exemption  
For an Industrial or Research Enterprise Project

This Certificate of Exemption will be limited to purchases which qualify for an abatement of sales and use taxes pursuant to *Code of Alabama 1975*, Section 40-9B-1, et seq.

APPLICANT'S LEGAL NAME  BSK Properties	FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)  32-0184939
--	---

MAILING ADDRESS  
4607 Rambo Road  
CITY, STATE, AND ZIP

ADDRESS OF THE PROJECT SITE  
Bridgman, MI 49106

1192 County Road 177, Cusseta, AL 36852

CONTACT PERSON  Keith Hettig	IF CONTRACTOR APPLICATION, NAME OF PRIVATE USER	
BUSINESS PHONE NUMBER  ( 269 ) 465-4415	DATE ABATEMENT WAS GRANTED	ESTIMATED PROJECT COMPLETION DATE PER ABATEMENT AGREEMENT

A **prime contractor** must attach written confirmation from the private user that it will be making purchases of tangible personal property to be incorporated into the project referenced above. A **contractor or subcontractor** must attach written confirmation from the private user or the prime contractor that it will be making purchases of tangible personal property to be incorporated into the project referenced above.

The undersigned hereby makes application for a certificate of exemption (Form STE-2) in accordance with the provisions of Sales and Use Tax Rule 810-6-4-.24 and further agrees to abide by the procedures outlined in Sales and Use Tax Rule 810-6-4-.24.01.

Name Keith Hettig  
(PLEASE PRINT)

Signature *Keith Hettig*

Title Member

Date \_\_\_\_\_

Mail to:

Alabama Department of Revenue  
Attn: Abatement Program Administrator  
P. O. Box 327001  
Montgomery, AL 36132-7001  
(334) 242-1175



Employment Eligibility Verification

Welcome: CINDY FECHNER User ID: CFEC5427 Last Login: 12:45 PM - 03/18/2015 Log Out



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  - New Case
  - View Cases
  - Search Cases
- My Profile
  - Edit Profile
  - Change Password
  - Change Security Questions
- My Company
  - Edit Company Profile
  - Add New User
  - View Existing Users
  - Create Company Account
- My Reports
  - View Reports
- My Resources
  - View Essential Resources
  - Take Tutorial
  - View User Manual
  - Share Ideas
  - Direct Us

### Company Information

Company Name: Great Lakes Metal Stamping, Inc

[View / Edit](#)

Company ID Number: 530242

Doing Business As (DBA) Name:

DUNS Number: 938307375

#### Physical Location:

Address 1: 1192 COUNTY ROAD, 177

Address 2:

City: CUSSETA

State: AL

Zip Code: 36852

County: CHAMBERS

#### Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

#### Additional Information:

Employer Identification Number: 333234806

Total Number of Employees: 20 to 99

Parent Organization: GREAT LAKES METAL STAMPING, INC.

Administrator:

#### Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 332 - FABRICATED METAL PRODUCT MANUFACTURING

[View / Edit](#)

Total Hiring Sites: 1

[View / Edit](#)

Total Points of Contact: 2

[View / Edit](#)

[View MOL](#)

U.S. Department of Homeland Security | 475 L'Enfant Plaza, N.W. | Washington, D.C. 20540 | 1-800-368-5858 | www.dhs.gov | Privacy Statement | Contact Us

RESOLUTION NUMBER 16-06-16-1

This Resolution is made this **6th day of June, 2016**, (the Effective Date) by the Chambers County Commission (the Granting Authority), a tax abatement for **BSK Properties** (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 10 (ten) 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 **\$2,300,000**; 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 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

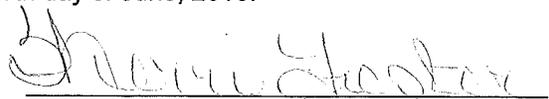
as the same may apply to the fullest extent permitted by the Act. The period of the abatement for the noneducational property taxes (if applicable) shall extend for a **period of 10 (ten) years** measured as provided in Section 40-9B-3(a)(12) of the Act.

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 6th day of June, 2016.



(Secretary)

# Tax Abatement Agreement

This Abatement Agreement is made this **6th day of June, 2016**, (the Effective Date) by and between the Chambers County Commission (the Granting Authority), and **BSK Properties** (the Company), its successors and assigns.

WHEREAS, the Company's NAICS Code, 332116, 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 30<sup>th</sup> day of June, 2017; 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 **6th day of June, 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):

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 **\$11,868** per year and the maximum period for such abatement shall be valid for a **period of 10 years**, beginning with the October 1 lien date next proceeding the acquisition date of abated property.

(b) If bonds are issued, 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 **\$92,000** 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: **\$2,300,000**

(b) The Company currently has 54 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 0      Year 1 0      Year 2 0      Year 3 0;

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

Initially \$0      Year 1 \$0      Year 2 \$0      Year 3 \$0;

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

**GENERALLY**

5. Compliance. If the Company fails to comply with any provision in this Agreement or if any of the material statements contained herein or in Attachment Two (*Note: This attachment shall include the application for abatement*), are determined to have been misrepresented whether intentionally, negligently, or otherwise, the Granting Authority shall terminate this Agreement and take such equitable action available to it as if this Agreement had never existed. If it is determined that certain items, which are identified on 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.

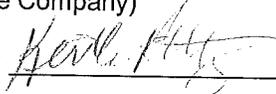
7. Limitations. Notwithstanding any provision contained herein to the contrary, this Agreement is limited solely to the abatement of (check all that apply):

- 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.

**BSK Properties**  
(the Company)

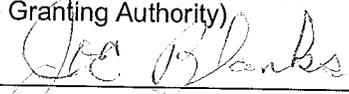
By: 

Name: Keith Hettig

Title: Member

Date: 06/06/2016

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

By: 

Name: Joe Blanks

Title: Chairman

Date: 06/06/2016



# ALABAMA DEPARTMENT OF REVENUE

## Application to Granting Authority for Abatement of Taxes

Under Chapter 9B, Title 40, Code of Alabama 1975

**Noneducational Sales and Use Taxes, Noneducational Property Taxes, and/or Mortgage and Recording Taxes**

This form is to be submitted to the granting authority for consideration in granting an abatement of all state and local noneducational property taxes, all construction related transaction (sales and use) taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or mortgage and recording fees, in accordance with the provisions of Section 40-9B-1 et seq., Code of Alabama 1975.

1a. TYPE OF ABATEMENT APPLYING FOR: <input checked="" type="checkbox"/> Sales & Use Taxes <input checked="" type="checkbox"/> Property Taxes <input type="checkbox"/> Mortgage & Recording Taxes	2. PROJECT NAIGS CODE: <table border="1" style="display: inline-table; text-align: center; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;">3</td> <td style="width: 20px; height: 20px;">3</td> <td style="width: 20px; height: 20px;">2</td> <td style="width: 20px; height: 20px;">1</td> <td style="width: 20px; height: 20px;">1</td> <td style="width: 20px; height: 20px;">6</td> </tr> </table>	3	3	2	1	1	6
3	3	2	1	1	6		

1b. IS APPLICANT REQUESTING PROPERTY TAX ABATEMENT FOR A PERIOD LONGER THAN 10 YEARS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	3. TYPE OF PROJECT: <input type="checkbox"/> New Project <input checked="" type="checkbox"/> Major Addition To An Existing Facility
--	--

4. DOES MAJOR ADDITION EQUAL THE LESSER OF: (CHECK APPLICABLE BOX)  
 \$2,000,000    - OR -     30% of original cost of existing property, original cost \$ \_\_\_\_\_

5. PROJECT APPLICANT: DBA:  
**Great Lakes Metal Stamping, Inc.**

6. ADDRESS OF APPLICANT: <b>4697 Rambo Road</b>	CITY: <b>Bridgman</b>	STATE: <b>Mi</b>	ZIP CODE: <b>49106</b>
--	--------------------------	---------------------	---------------------------

7. NAME OF CONTACT PERSON <b>Keith Hettig</b>	EMAIL ADDRESS: <b>khettig@glakesmetalstamping.com</b>	TELEPHONE NUMBER: <b>( 269 ) 465-4415</b>
--	--	--

8. DATE COMPANY ORGANIZED:  
**1995**

9. PHYSICAL LOCATION OF PROJECT:  
**1192 County Road 177**

CITY (IF OUTSIDE CITY LIMITS, PLEASE INDICATE): <b>Cusseta</b>	COUNTY: <b>Chambers</b>	ZIP CODE: <b>36852</b>
---	----------------------------	---------------------------

10. BRIEF DESCRIPTION OF PROJECT (ATTACH A COMPLETE AND DETAILED LISTING OF PROJECT PROPERTY COSTS TO ENABLE A COST/BENEFIT ANALYSIS BY GRANTING AUTHORITY):  
**Machinery and equipment**

11. ESTIMATED DATE CONSTRUCTION WILL BEGIN: <b>06-13-2016</b>	12. ESTIMATED DATE CONSTRUCTION WILL BE COMPLETED: <b>06-13-2017</b>	13. ESTIMATED DATE PROPERTY WILL BE PLACED IN SERVICE: <b>06-13-2017</b>
--	---	---

14. HAVE BONDS BEEN ISSUED FOR PROJECT: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes    If yes, date bonds issued:	15. WILL BONDS BE ISSUED FOR PROJECT: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes    If yes, projected date of issue:
--	--

16. ESTIMATED NUMBER OF NEW EMPLOYEES	17. ESTIMATED ANNUAL PAYROLL OF NEW EMPLOYEES	Estimated Investment for Project	18. COST OR VALUE FOR PROPERTY TAX	19. COST SUBJECT TO SALES TAX
INITIALLY	INITIALLY		18a	
2	\$ 50,000	a. Land (if donated, show market value) .....		XXXXXXXXXXXX
YEAR 1	YEAR 1		18b	
2	\$ 50,000	b. Existing Building(s) (if any) .....		XXXXXXXXXXXX
YEAR 2	YEAR 2		18c	
2	\$ 50,000	c. Existing Personal Property (if any) .....		XXXXXXXXXXXX
YEAR 3	YEAR 3		18d	19d
		d. New Building(s) and/or New Additions to Existing Building(s) (19d = building materials only) .....		
This form may be used as the application to the granting authority required by Section 40-9B-6(a), Code of Alabama 1975. The information requested here is required by Section 40-9B-6 and Section 40-2-11(7), Code of Alabama 1975.		e. New Manufacturing Machinery .....	\$ 3,770,786	\$ 3,770,786
		f. Other New Personal Property (non-mfg machinery, office equipment, computers, etc.) .....	\$ 60,000	\$ 60,000
		g. TOTALS (PROPERTY TAX TOTAL MUST EQUAL TOTAL PROJECT INVESTMENT. SALES TAX TOTAL WILL BE LESS.) .....	\$ 3,830,786	\$ 3,830,786

The abatement of noneducational property taxes is based on the market value of specific assets; therefore, the actual amount of taxes abated is determined each year as the property is assessed and valued. An abatement of noneducational sales and use taxes shall apply only to tangible personal property and taxable services incorporated into private use industrial property, the cost of which may be added to capital account with respect to the property, determined without regard to any rule which permits expenditures property chargeable to capital account to be treated as current expenses. No abatement of sales and use taxes shall extend beyond the date private use industrial property is placed in service. A verification inspection of qualifying property will be conducted by the Alabama Department of Revenue to insure compliance with Section 40-9B-1 et seq., Code of Alabama 1975, as amended.

I hereby affirm that, to the best of my knowledge and belief, the information in this application and any accompanying statement, schedules, and other information is true, correct and complete.

J. Keith Hettig  
 \_\_\_\_\_  
NAME (PRINT)  
  
SIGNATURE

President  
 \_\_\_\_\_  
TITLE

05-13-16  
 \_\_\_\_\_  
DATE



ALABAMA DEPARTMENT OF REVENUE  
SALES, USE & BUSINESS TAX DIVISION

ST: EX-A2  
4/01

Application For  
Sales and Use Tax Certificate of Exemption

For an Industrial or Research Enterprise Project

This Certificate of Exemption will be limited to purchases which qualify for an abatement of sales and use taxes pursuant to *Code of Alabama 1975*, Section 40-9B-1, et seq.

APPLICANT'S LEGAL NAME Great Lakes Metal Stamping, Inc.		FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 38-3234806
MAILING ADDRESS 4607 Rambo Road		
CITY, STATE, AND ZIP Bridgman, Michigan 49106		
ADDRESS OF THE PROJECT SITE 1192 County Road 177, Cusseta, Al 36852		
CONTACT PERSON Keith Hettig	IF CONTRACTOR APPLICATION, NAME OF PRIVATE USER	
BUSINESS PHONE NUMBER ( 269 ) 465-4415	DATE ABATEMENT WAS GRANTED	ESTIMATED PROJECT COMPLETION DATE PER ABATEMENT AGREEMENT

A prime contractor must attach written confirmation from the private user that it will be making purchases of tangible personal property to be incorporated into the project referenced above. A contractor or subcontractor must attach written confirmation from the private user or the prime contractor that it will be making purchases of tangible personal property to be incorporated into the project referenced above.

The undersigned hereby makes application for a certificate of exemption (Form STE-2) in accordance with the provisions of Sales and Use Tax Rule 810-6-4-.24 and further agrees to abide by the procedures outlined in Sales and Use Tax Rule 810-6-4-.24.01.

Name J. Keith Hettig  
(PLEASE PRINT)

Signature *J. Keith Hettig*

Title President

Date 06-06-2016

Mail to:

Alabama Department of Revenue  
Attn: Abatement Program Administrator  
P. O. Box 327001  
Montgomery, AL 36132-7001  
(334) 242-1175



Employment Eligibility Verification



Welcome  
CINDY FECHNER

User ID  
CFEC5427

Last Login  
12:45 PM - 03/18/2015

Log Out

Click any for help

- Home
- My Cases
  - New Case
  - View Cases
  - Search Cases
- My Profile
  - Edit Profile
  - Change Password
  - Change Security Questions
- My Company
  - Edit Company Profile
  - Add New User
  - View Existing Users
  - Close Company Account
- My Reports
  - View Reports
- My Resources
  - View Essential Resources
  - Take Tutorial
  - View User Manual
  - Share Ideas
  - Contact Us

### Company Information

Company Name: Great Lakes Metal Stamping, Inc

[View / Edit](#)

Company ID Number: 530242

Doing Business As (DBA) Name:

DUNS Number: 938307675

#### Physical Location:

Address 1: 1192 COUNTY ROAD, 177

Address 2:

City: CUSSETA

State: AL

Zip Code: 36852

County: CHAMBERS

#### Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

#### Additional Information:

Employer Identification Number: 383234806

Total Number of Employees: 20 to 99

Parent Organization: GREAT LAKES METAL STAMPING, INC.

Administrator:

#### Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 332 - FABRICATED METAL PRODUCT MANUFACTURING

[View / Edit](#)

Total Hiring Sites: 1

[View / Edit](#)

Total Points of Contact: 2

[View / Edit](#)

[View MOU](#)

RESOLUTION NUMBER D6.06.16-2

This Resolution is made this **6th day of June, 2016**, (the Effective Date) by the Chambers County Commission (the Granting Authority), a tax abatement for **Great Lakes Metal Stamping** (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 **\$3,830,786**; 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 6th day of June, 2016.



(Secretary)

# Tax Abatement Agreement

This Abatement Agreement is made this **6th day of June, 2016**, (the Effective Date) by and between the Chambers County Commission (the Granting Authority), and **Great Lakes Metal Stamping** (the Company), its successors and assigns.

WHEREAS, the Company's NAICS Code, 332116, 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 13<sup>th</sup> day of June, 2017; 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 **6th day of June, 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):

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 **\$18,119.33** 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 **\$136,778** 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: **\$3,830,786**

(b) The Company currently has 54 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 2      Year 1 2      Year 2 2      Year 3 0;

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

Initially \$50,000      Year 1 \$50,000      Year 2 \$50,000      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.

**Great Lakes Metal Stamping**  
(the Company)

By: *Keith Hettig*

Name: Keith Hettig

Title: President

Date: 06/06/2016

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

By: *Joe Blanks*

Name: Joe Blanks

Title: Chairman

Date: 06/06/2016