

RESOLUTION 2020-R-42

BE IT RESOLVED by the Council of the **CITY OF IRONDALE, ALABAMA** (the "Council"), as follows:

Section 1. The Council does hereby find, declare and ascertain as follows: that in order to promote local industrial and commercial development, ATKINS FAMILY, LLC, an Alabama limited liability company ("Atkins"), acquired those certain tracts of real property located within the City of Irondale, Alabama (the "City") together with that certain existing facility located thereon (collectively, the "Premises") and proposes to lease the Premises to WEATHERTECH DISTRIBUTING COMPANY, INC., an Alabama corporation and affiliate of Atkins ("Weathertech," and together with Atkins, the "Companies"), and Weathertech proposes to lease from Atkins the Premises and develop and construct thereon certain tenant improvements and install and equip therein certain items of furniture, fixtures, equipment, and other personal property necessary for Weathertech to conduct its merchant wholesale distribution operations for the HVAC industry (the acquisition, development, and construction of the Premises, together with the installation and equipping of such furniture, fixtures, equipment, and other personal property at the Premises and subsequent operation of the Premises hereinafter sometimes collectively referred to as the "Project"); that the Project would promote trade and commerce in the City and the State of Alabama; that in order to induce the Companies to acquire, develop, construct, install, and equip the Project, it is desirable and appropriate for the Council to offer to abate certain state, county, and municipal ad valorem taxes, and sales and use taxes with respect to the Project; that the Companies have each made an application for abatement of ad valorem taxes and sales and use taxes for the Project, pursuant to the provisions of Act No. 92-599 enacted during the 1992 Regular Session of the Legislature of Alabama and now codified as Chapter 9B of Title 40 of the Code of Alabama (1975), as amended (the "Tax Abatement Act"), as provided in the "Applications to Local Granting Authority for Abatement of Taxes" presented to the meeting at which this resolution is adopted (such applications are attached hereto as **Exhibit "A"** and made a part of this resolution as if fully and completely set forth herein); and that in order to further induce the Companies to move forward with the Project, it is desirable and appropriate for the Council to grant said tax abatements.

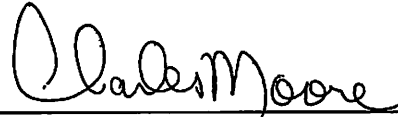
Section 2. Pursuant to the provisions of the Tax Abatement Act, the Council hereby grants to the Companies abatements of Noneducational Ad Valorem Taxes for a period of ten (10) years for each piece of property obtained by Atkins or Weathertech, as applicable, for the Project, said abatements to start on a property-by-property basis on the October 1st following the date on which such property is or becomes owned, for federal income tax purposes, by Atkins or Weathertech, as applicable, and abatements of Construction Related Transaction Taxes associated with the Project to the fullest extent allowed under the Tax Abatement Act. The terms “Noneducational Ad Valorem Taxes” and “Construction Related Transaction Taxes” shall have the same meaning herein as in the Tax Abatement Act.

Section 3. In order to induce the Companies to acquire, develop, construct, install, and equip the Project in the City, the Mayor and the City Clerk are hereby authorized to execute and deliver, for and in the name and behalf of the City, a so-called “Tax Abatement Agreement,” to provide for the abatements granted in Section 2 above between the City, Atkins, and Weathertech in substantially the form presented to the meeting at which this resolution is adopted (which form is attached hereto as **Exhibit “B”** and made a part of this resolution as if fully and completely set forth herein) with such changes, not inconsistent with the provisions hereof, as the Mayor shall determine to be necessary or desirable in order to consummate the transactions authorized by this resolution and the City Clerk is hereby authorized to affix the seal of the City to said Tax Abatement Agreement and to attest the same.

Section 4. General Authorization. The Mayor and the City Clerk are hereby further authorized and directed to execute, deliver, seal, and attest such other ancillary documents and certificates as may be necessary to effect the transaction authorized by this resolution.

Section 5. Severability Provisions. The various provisions of this resolution are hereby declared to be severable. In the event any provision hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this resolution.

ADOPTED this the 18th day of August, 2020.



Charles Moore, Mayor

ATTEST:



~~James Stewart~~
^{ACTING}
City Clerk

TAX ABATEMENT AGREEMENT

This TAX ABATEMENT AGREEMENT (this "Agreement") is made this ____ day of August, 2020, by and between the CITY OF IRONDALE, ALABAMA, an Alabama municipal corporation (the "City"), ATKINS FAMILY, LLC, an Alabama limited liability company ("Atkins"), and WEATHERTECH DISTRIBUTING COMPANY, INC., an Alabama corporation and affiliate of Atkins ("Weathertech," and together with Atkins, the "Companies").

RECITALS:

WHEREAS, in order to promote local industrial and commercial development, Atkins acquired those certain tracts of real property more particularly described on **Exhibit "A"** attached hereto (the "Facility Site") together with that certain existing facility located thereon (the "Facility," and together with the Facility Site, the "Premises") and proposes to lease the Premises to Weathertech, and Weathertech proposes to lease from Atkins the Premises and develop and construct thereon certain tenant improvements and install and equip therein certain items of furniture, fixtures, equipment, and other personal property necessary for Weathertech to conduct its merchant wholesale distribution operations for the HVAC industry (the acquisition, development, and construction of the Premises, together with the installation and equipping of such furniture, fixtures, equipment, and other personal property at the Premises and subsequent operation of the Premises hereinafter sometimes collectively referred to as the "Project"); and

WHEREAS, the Companies have each requested that the City grant certain tax abatements with respect to the Project pursuant to the provisions of Act No. 92-599 enacted during the 1992 Regular Session of the Legislature of Alabama and now codified as Chapter 9B of Title 40 of the Code of Alabama (1975), as amended (the "Tax Abatement Act"), and filed the related Applications to Local Granting Authority for Abatement of Taxes, copies of which are attached hereto as **Exhibit "B"** (the "Applications"); and

WHEREAS, the Project is located within the jurisdiction of the City, and the City has determined that the Companies should be granted certain tax abatements provided under the Tax Abatement Act in order to encourage, and as additional incentive to, the Companies to undertake the Project in the City's jurisdiction; and

WHEREAS, the City has performed a cost/benefit analysis and concluded that it is to the advantage of the public that abatements be granted in accordance with this Agreement.

NOW, THEREFORE, in consideration of the respective agreements on the part of the City, Atkins, and Weathertech herein contained, the City, Atkins, and Weathertech do hereby agree as follows:

Section 1. The Companies hereby makes the following representations and warranties with respect to the Project:

a) The total amount invested by Atkins in the acquisition of the Project is \$4,900,000. The total amount to be invested by Weathertech in the development, construction, installation and equipping of the Project is currently projected to be \$2,890,000. The City acknowledges that this is only a good faith estimate and shall not be binding on the Companies.

b) Atkins shall not employ any new employees with respect to the Project. In addition to relocating its 32 existing employees from its existing facility located at 501 28th Street South, Irondale, AL 35210, Weathertech expects to employ 1 new employee initially, 3 new employees in Year 1, 4 new employees in Year 2, and 7 new employees in Year 3 with respect to the Project, with an annual payroll for such new employees of approximately \$50,000 initially, \$120,000 in Year 1, \$170,000 in Year 2, and \$350,000 in Year 3. The City acknowledges that these are only good faith estimates and shall not be binding on the Companies.

c) No part of the Project consists of repairs, maintenance, renovations, remodeling, or rebuilding with respect to existing property of the Companies or replacement of existing equipment of the Companies.

d) No part of the Project has been placed in service in Alabama by the Companies or by a person who is a related party, as defined in 26 U.S.C. § 267, with respect to either of the Companies prior to the execution and delivery of this Agreement.

e) The acquisition, development, construction, installation, and equipping of the Project will constitute "private use industrial property" within the meaning of the Tax Abatement Act.

f) The Project is an industrial enterprise described in the 2012 North American Industry Classification System 423730, as set forth in the North American Industry Classification System Manual published by the United States Government Office of Management and Budget.

Section 2. Abatements. The City hereby grants to the Companies abatements of Noneducational Ad Valorem Taxes for a period of ten (10) years for each piece of property obtained by Atkins or Weathertech, as applicable, for the Project, said abatements to start on a property-by-property basis on the October 1st following the date on which such property is or becomes owned, for federal income tax purposes, by Atkins or Weathertech, as applicable, and abatements of Construction Related Transaction Taxes associated with the Project to the fullest extent allowed under the Tax Abatement Act. The terms "Noneducational Ad Valorem Taxes" and "Construction Related Transaction Taxes" shall have the same meaning herein as in the Tax Abatement Act. As a basis for the abatements granted by the City, the City hereby finds and declares (in reliance, in part, upon certain information supplied by the Companies) as follows:

a) The estimated amount of each abatement applicable to Atkins' investment in the Project is as follows:

i) Noneducational Ad Valorem Taxes: \$230,300; and

ii) Construction Related Transaction Taxes: \$0.

b) The estimated amount of each abatement applicable to Weathertech's investment in the Project is as follows:

i) Noneducational Ad Valorem Taxes: \$131,765; and

ii) Construction Related Transaction Taxes: \$141,300.

c) The estimates of tax abatements contained in this Section 2 are estimates and not restrictions or limitations. It is the intent of this Agreement, and the City, that the abatements be granted to the Companies in accordance with the opening paragraph of this Section 2 whether or not such abatements exceed the estimated amounts above and whether or not ownership of the Project is vested in the Companies for common law purposes, for federal income tax purposes, or for any other tax purposes; provided, however, notwithstanding anything in this Agreement to the contrary, if the actual amount of any tax abatement exceeds the estimated amount of such tax abatement contained in this Section 2 by more than ten percent (10%), then, in accordance with the Alabama Department of Revenue's policy, the Companies acknowledge and agree that the actual amount which exceeds such estimated amount by more than ten percent (10%) can only be abated if the City agrees in its sole and absolute discretion, upon the written request of the Companies, to amend this Agreement.

d) The abatements granted to the Companies in this Agreement extend to any future noneducational ad valorem taxes and any future construction related transaction taxes (including all state, municipal, and county sales and use taxes, but excepting those local construction related transaction taxes levied for educational purposes or for capital improvements for education). Thus, if any additional noneducational taxes are levied by any municipality, county, state, or other governmental entity to which the Companies would otherwise be subject, then as provided in this Agreement, the Companies shall receive an abatement from such taxes. The Companies will remain liable for any ad valorem taxes or local construction related transaction taxes that are imposed or levied for educational purposes or for capital improvements for education to the extent such taxes are not abatable under applicable law.

Section 3. The Companies represent and warrant to the City as follows:

a) that the granting of the tax abatements herein granted by the City will assist the Companies in acquiring, developing, constructing, installing, and

equipping an industrial or research enterprise (within the meaning of the Tax Abatement Act) in the City and the State of Alabama;

b) that they are being induced, in part, to arrange for and proceed with the acquisition, development, construction, installation, and equipping of the Project in reliance on the undertakings of the City herein contained;

c) that Atkins is a limited liability company organized under the laws of the State of Alabama, and has the power to enter into, and to perform and observe the agreements and covenants on its part contained in this Agreement; and

d) that Weathertech is a corporation organized under the laws of the State of Alabama, and has the power to enter into, and to perform and observe the agreements and covenants on its part contained in this Agreement; and

e) the execution and delivery of this Agreement on its part has been duly authorized by all necessary action.

Section 4. The City represents and warrants to the Companies as follows:

a) that it has corporate power under the Constitution and laws of the State of Alabama (including particularly the provisions of the Tax Abatement Act) to carry out the provisions of this Agreement; and

b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by its Council.

Section 5. **Assignment.** This Agreement is not assignable by any party hereto except upon the written consent of the other parties hereto, not to be unreasonably withheld, conditioned, or delayed; provided, however, that Atkins and Weathertech shall have the right at any time to assign all or any of their respective rights and obligations in and to the Project and to transfer this Agreement to any corporation, trust, association, limited liability company, partnership, joint venture or other entity (i) that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with Atkins or Weathertech, as applicable or (ii) which as a result of merger, consolidation, reorganization, transfer of interest, or other restructuring, or sale of all or substantially all of Atkins' or Weathertech's assets, succeeds to the business carried on by Atkins or Weathertech, as applicable.

Section 6. **Title to Property.** To the extent permitted by the Tax Abatement Act, the abatements provided for in this Agreement shall be effective for, and apply to, the Project and the Companies regardless of whether ownership of the real and personal property constituting the Project is deemed to be (for common law purposes, for federal income tax purposes, or for any other tax purposes) in Atkins; Weathertech; the City; a parent or subsidiary corporation of Atkins or Weathertech, or any other affiliated entity of Atkins or Weathertech; a lender of funds to Atkins or Weathertech or any lessor holding title to any portion of the Project;

any receiver, trustee, or other fiduciary on behalf of Atkins or Weathertech, as applicable, or their respective creditors; any trustee in bankruptcy or debtor-in-possession of Atkins or Weathertech, as applicable; a Project contractor or subcontractor; or a Project vendor.

Section 7. Notifications of Abatement. The Companies shall cause to be filed all notifications required under the Tax Abatement Act as a result of the abatements granted in Section 2. Such notifications include, but are not limited to, notification of the Alabama Department of Revenue and the Jefferson County Commission, as required pursuant to sections 40-9B-5(d) and 40-9B-6(c) of the Tax Abatement Act, respectively.

Section 8. Further Assurances and Cooperation. Each party shall execute such additional documents and instruments as may reasonably be required by counsel for the other party to carry out the purpose and intent of this Agreement. Also, the City agrees to take necessary steps and actions to ensure that the Companies receive the abatement of taxes set forth in this Agreement. Further, neither the City nor Atkins or Weathertech will take any actions which would undermine or circumvent the intent of this Agreement.

Section 9. Amendment in Writing. This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all the parties.

Section 10. Severability. All of the terms, provisions, and conditions of this Agreement shall be deemed to be severable in nature. If for any reason the provisions hereof are held to be invalid or unenforceable to any extent, to the extent that such provisions are valid and enforceable, a court of competent jurisdiction shall construe and interpret this Agreement to provide for maximum validity and enforceability of this Agreement.

Section 11. Construction. This Agreement shall be liberally construed to effectuate the granting of the abatements intended to be provided by this Agreement.

Section 12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute but one and the same agreement. Counterparts of this Agreement may be executed and delivered to the other party by facsimile or e-mail, and facsimile or e-mail copies of executed counterparts of this Agreement shall have the same binding effect as hand-delivered, ink-signed originals.

[Signature page to follow]

IN WITNESS WHEREOF, the City, Atkins, and Weathertech have each caused this Agreement to be duly executed in their respective names, all by officers thereof duly authorized thereunto, and have caused this Agreement to be effective as of the date first set above.

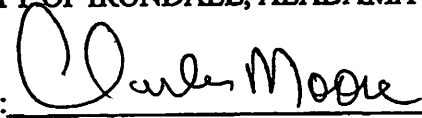
"CITY":

CITY OF IRONDALE, ALABAMA

ATTEST:



James Stewart, City Clerk

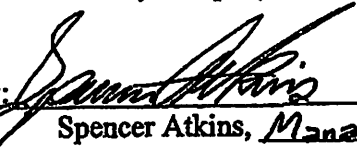
By: 

Charles Moore, Mayor

(SEAL)

"ATKINS FAMILY, LLC":

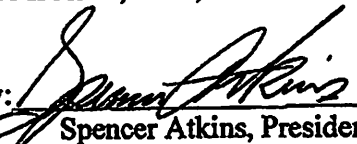
ATKINS FAMILY, LLC an Alabama
limited liability company

By: 

Spencer Atkins, Manager

"WEATHERTECH":

WEATHERTECH DISTRIBUTING
COMPANY, INC., an Alabama corporation

By: 

Spencer Atkins, President & CEO

Exhibit A

Facility Site

(See Attached)

Exhibit A

[Legal Description]

PARCEL I

Tract (A):

Part of the SW 1/4 of the NE 1/4 of Section 24, Township 17 South, Range 2 West, in Jefferson County, Alabama, more particularly described as follows:

Commence at the Southeast corner of said 1/4 1/4 section, run thence Westwardly along the South line of said 1/4 1/4 section for a distance of 165 feet to the Point of Beginning of the property herein described, from the Point of Beginning thus obtained, turn an angle to the right of 88°08' and run Northwardly for a distance of 527.65 feet to intersection with the Southeasterly right of way line of the Seaboard Airline Railroad; thence turn an angle to the left of 125°11' and run Southwestwardly along the Southeasterly right of way line of said Railroad for a distance of 875.54 feet to point on the South line of said 1/4 1/4 section; thence turn an angle to the left of 142°57' and run Eastwardly along the South line of said 1/4 1/4 section for a distance of 716.30 feet to the Point of Beginning.

Tract (B):

Part of the SE 1/4 of the NE 1/4 and part of the SW 1/4 of the NE 1/4 of Section 24, Township 17 South, Range 2 West, situated in Jefferson County, Alabama, more particularly described as follows:

Begin at the Northwest corner of Lot 6, according to the First Addition "Irondale Industrial Park", as recorded in Map Book 80, page 96, in the Probate Office of said County, run thence Southwardly along the Westerly line of said Lot 6 for a distance of 464.79 feet to the Southwest corner of said Lot 6; thence turn an angle to the left of 125°09'25" and run Northeastwardly along the Southeasterly line of said Lot 6, for a distance of 97.85 feet to intersection with the Westerly line of 5th Avenue South; thence turn an angle to the right of 125°09'25" and run Southwardly along the Westerly line of said 5th Avenue, South, for a distance of 73.39 feet to a point on the Northwesterly line of Lot 5 of said survey of First Addition "Irondale Industrial Park"; thence turn an angle to the right of 54°50'35" and run Southwestwardly along the Northwesterly line of said Lot 5 for a distance of 97.85 feet; thence turn an angle to the left of 54°50'35" and run Southwardly along the Westerly line of said Lot 5 for a distance of 182.73 feet to a point on the South line of said 1/4 1/4 section; thence turn an angle to the right of 91°52' and run Westwardly along the South line of said 1/4 1/4 section for a distance of 261.98 feet; thence turn an angle to the right of 88°08' and run Northwardly for a distance of 527.97 feet to intersection with the Southeasterly right of way line of the Seaboard Coastline Railroad; thence turn an angle to the right of 54°50'35" and run Northeastwardly along the Southeasterly right of way line of said Railroad for a distance of 320.26 feet to the Point of Beginning.

CONTINUED:

Tract (C):

A part of Lot 6, according to the First Addition "Irondale Industrial Park" Subdivision as recorded in Map Book 80, page 96, more particularly described as follows:

That portion of Lot 6 located South of a line extended Westerly at right angles to the Easterly line of the easement for Shades Creek, from the point of intersection of the East line of the easement for Shades Creek with the North line of 5th Avenue South, in Irondale, Alabama.

Tract (D):

Part of the SE 1/4 of Section 24, Township 17 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

From the Southwest corner of the North half of the Northwest 1/4 of the Southeast 1/4 of said Section 24, run in a Northerly direction along the West line of said Northwest 1/4 of the Southeast 1/4 for a distance of 333.69 feet to a point of intersection with the Southeast right of way of Seaboard Airline Railroad right of way; thence turn an angle to the right of 54°43'52" and run in a Northeasterly direction along said Southeast right of way line of said Seaboard Airline Railroad right of way for a distance of 551.80 feet; thence turn an angle to the right of 37°03'03" and run in an Easterly direction for a distance of 808.81 feet to an existing iron pin being the Point of Beginning; thence turn an angle to the right of 90° and run in a Southerly direction for a distance of 7.63 feet to an existing iron pin; thence turn an angle to the left of 90° and run in an Easterly direction for a distance of 169.47 feet to an existing iron pin; thence turn an angle to the left of 91°51'16" and run in a Northwesterly direction for a distance of 7.63 feet to an existing iron pin; thence turn an angle to the left of 88°08'44" and run in a Westerly direction for a distance of 169.22 feet, more or less, to the Point of Beginning.

Less and Except from the above Parcels:

Part of the Northeast 1/4 of Section 24, Township 17 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

From the Southwest corner of the North half of the Northwest 1/4 of the Southeast 1/4 of said Section 24, run in a Northerly direction along the West line of said Northwest 1/4 of the Southeast 1/4 for a distance of 333.69 feet to a point of intersection with the Southeast right of way of Seaboard Airline Railroad right of way; thence turn an angle to the right to the right of 54 degrees 43 minutes 57 seconds and run in a Northeasterly direction along said Southeast right of way line of said Seaboard Airline Railroad right of way for a distance of 551.80 feet; thence turn an angle to the right of 37 degrees 03 minutes 03 seconds and run in an Easterly direction for a distance of 550.33 feet to an existing iron pin being the point of beginning; thence turn an angle to the left of 90 degrees and run in a Northerly direction for a distance of 5.0 feet to an existing iron pin; thence turn an angle to the right of 90 degrees and run in an Easterly direction for a distance of 258.48 feet to an existing iron pin; thence turn an angle to the right of 90 degrees and

run in a Southerly direction for a distance of 5.0 feet to an existing iron pin; thence turn an angle to the right of 90 degrees and run in a Westerly direction for a distance of 258.48 feet, more or less, to the point of beginning.

Also:

Together with those beneficial rights and easements in real estate, if any, created in that Instrument recorded in Real Volume 398, page 559.

Exhibit B

Applications to Local Granting Authority for Abatement of Taxes

(See Attached)



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: Sales & Use Taxes Property Taxes Mortgage & Recording Taxes

2. PROJECT NAICS CODE:

4	2	3	7	3	0
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1b. IS APPLICANT REQUESTING PROPERTY TAX ABATEMENT FOR A PERIOD LONGER THAN 10 YEARS? Yes No

3. TYPE OF PROJECT: New Project 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: Atkins Family, LLC DBA: _____

6. ADDRESS OF APPLICANT: P.O. Box 100609 CITY: Irondale STATE: AL ZIP CODE: 35210

7. NAME OF CONTACT PERSON: Spencer Atkins EMAIL ADDRESS: sgatkins@weathertech.net TELEPHONE NUMBER: (205) 956-5400

8. DATE COMPANY ORGANIZED: 2/17/2004

9. PHYSICAL LOCATION OF PROJECT: 2630 5th Avenue South
 CITY (IF OUTSIDE CITY LIMITS, PLEASE INDICATE): Irondale COUNTY: Jefferson ZIP CODE: 35210

10. BRIEF DESCRIPTION OF PROJECT (ATTACH A COMPLETE AND DETAILED LISTING OF PROJECT PROPERTY COSTS TO ENABLE A COST/BENEFIT ANALYSIS BY GRANTING AUTHORITY):
Acquire and lease a merchant wholesale distribution facility

11. ESTIMATED DATE CONSTRUCTION WILL BEGIN: 8/1/2020 12. ESTIMATED DATE CONSTRUCTION WILL BE COMPLETED: 12/31/2020 13. ESTIMATED DATE PROPERTY WILL BE PLACED IN SERVICE: 12/31/2020

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

15. 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 0	INITIALLY \$ 0	a. Land (if donated, show market value)	18a \$ 250,000	XXXXXXXXXX
YEAR 1 0	YEAR 1 \$ 0	b. Existing Building(s) (if any)	18b \$ 4,650,000	XXXXXXXXXX
YEAR 2 0	YEAR 2 \$ 0	c. Existing Personal Property (if any)	18c \$ 0	XXXXXXXXXX
YEAR 3 0	YEAR 3 \$ 0	d. New Building(s) and/or New Additions to Existing Building(s) (19d = building materials only)	18d \$ 0	19d \$ 0
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	18e \$ 0	19e \$ 0
		f. Other New Personal Property (non-mtg machinery, office equipment, computers, etc.)	18f \$ 0	19f \$ 0
		g. TOTALS (PROPERTY TAX TOTAL MUST EQUAL TOTAL PROJECT INVESTMENT. SALES TAX TOTAL WILL BE LESS.)	18g \$ 4,900,000	19g \$ 0

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 properly 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.

Spencer Atkins

 SIGNATURE

Manager

 TITLE

July 27, 2020

 DATE



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: Sales & Use Taxes Property Taxes Mortgage & Recording Taxes

2. PROJECT NAICS CODE:

4	2	3	7	3	0
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1b. IS APPLICANT REQUESTING PROPERTY TAX ABATEMENT FOR A PERIOD LONGER THAN 10 YEARS? Yes No

3. TYPE OF PROJECT: New Project 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: **Weathertech Distributing Company, Inc.** DBA: _____

6. ADDRESS OF APPLICANT: **P.O. Box 100609** CITY: **Irondale** STATE: **AL** ZIP CODE: **35210**

7. NAME OF CONTACT PERSON: **Spencer Atkins** EMAIL ADDRESS: **sgatkins@weathertech.net** TELEPHONE NUMBER: **(205) 956-5400**

8. DATE COMPANY ORGANIZED: **12/21/1988**

9. PHYSICAL LOCATION OF PROJECT: **2630 5th Avenue South**

CITY (IF OUTSIDE CITY LIMITS, PLEASE INDICATE): **Irondale** COUNTY: **Jefferson** ZIP CODE: **35210**

10. BRIEF DESCRIPTION OF PROJECT (ATTACH A COMPLETE AND DETAILED LISTING OF PROJECT PROPERTY COSTS TO ENABLE A COST/BENEFIT ANALYSIS BY GRANTING AUTHORITY):
Develop, construct, install, equip, and lease a merchant wholesale distribution facility

11. ESTIMATED DATE CONSTRUCTION WILL BEGIN: **8/1/2020** 12. ESTIMATED DATE CONSTRUCTION WILL BE COMPLETED: **12/31/2020** 13. ESTIMATED DATE PROPERTY WILL BE PLACED IN SERVICE: **12/31/2020**

14. HAVE BONDS BEEN ISSUED FOR PROJECT: No Yes If yes, date bonds issued: _____

15. WILL BONDS BE ISSUED FOR PROJECT: No 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	a. Land (if donated, show market value).....	18a	19a
1	\$ 50,000		\$ 0	XXXXXXXXXX
YEAR 1	YEAR 1	b. Existing Building(s) (if any)	18b	19b
3	\$ 120,000		\$ 0	XXXXXXXXXX
YEAR 2	YEAR 2	c. Existing Personal Property (if any)	18c	19c
4	\$ 170,000		\$ 0	XXXXXXXXXX
YEAR 3	YEAR 3	d. New Building(s) and/or New Additions to Existing Building(s) (19d = building materials only)	18d	19d
7	\$ 350,000		\$ 2,640,000	\$ 1,320,000
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	18e	19e
		f. Other New Personal Property (non-mfg machinery, office equipment, computers, etc.)	18f	19f
			\$ 0	\$ 0
		g. TOTALS (PROPERTY TAX TOTAL MUST EQUAL TOTAL PROJECT INVESTMENT. SALES TAX TOTAL WILL BE LESS.)	18g	19g
			\$ 250,000	\$ 250,000
			\$ 2,890,000	\$ 1,570,000

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.

Spencer Atkins

 NAME (PRINT)
 SIGNATURE

President & CEO TITLE
 July 27, 2020 DATE