



## ***Dale County Commission***

### **Commission Meeting Minutes – June 10, 2025**

The Dale County Commission convened in a regular session Tuesday, June 10, 2025, the following members were present: Chairman Steve McKinnon; District One Commissioner Chris Carroll; District Two Commissioner Donald O. Grantham; and District Four Commissioner Frankie Wilson. Absent: District Three Commissioner Adam Enfinger.

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

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

Commissioner Carroll made a motion to approve the agenda with the following change: remove item #5, SpectraCare board appointment.

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

- Accounts Payable Check Numbers: 102516 – 102673.
- Payroll Check Numbers: 155036 – 155037.
- Direct Deposit Check Numbers: 432703 - 432851.

Minutes: Commission Meeting of May 27, 2025.

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

#### **APPROVED – TRAVEL**

Commissioner Wilson made a motion to approve the following:

- Andrew Faulk, Christian Bostrom, Matthew Murphy – Bridge Inspection Refresher Training, Montgomery, AL – October 15-16, 2025.
- Steven Baxley, Adam Bruhn, Richard Oldham – AL Jail Assoc, Orange Beach – October 7-10, 2025.

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

**TABLED – SE AL REGIONAL PLANNING BOARD APPOINTMENT**

Commissioner Carroll made a motion to table the appointment for an alternate member.

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

**APPROVED – 2024 INSOLVENTS, ERRORS, LITIGATIONS & UNSOLD TAX LIENS**

Commissioner Wilson made a motion to approve the 2024 Insolvents, Errors, Litigations, and Unsold Tax Liens presented to the Commission from the Revenue Commissioner. See Exhibit 1.

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

**APPROVED – ECONOMIC DEVELOPMENT AGREEMENT**

Commissioner Carroll made a motion to approve an amended economic development agreement for Brittanie's Thyme, LLC. See Exhibit 2.

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

**ANNOUNCEMENT – NEXT REGULAR MEETING**

Chairman McKinnon announced that the next regular meeting of the Dale County Commission will be Tuesday, June 24, 2025, at 10:00am.

**ADJOURNMENT: CONFIRMATORY STATEMENT**

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

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

  
\_\_\_\_\_  
Steve McKinnon, Chairman

DFC 22 (Rev. 03-22)

**INSOLVENTS, ERRORS, LITIGATIONS AND UNSOLD TAX LIENS FOR 2024 AND  
UNCOLLECTED INSOLVENTS AND TAXES IN LITIGATION FOR PREVIOUS YEAR(S)**

THE STATE OF ALABAMA

Dale COUNTY

BE IT REMEMBERED, That at the meeting of the Board of County Commissioners of said County, held on this \_\_\_\_ 10th \_\_\_\_ day of \_\_\_\_ June \_\_\_\_, 2025, Revenue Commissioner/Tax Collector of said County, made his report of "Insolvents", "Errors in Assessment", "Taxes in Litigation", and "Unsold Tax Liens" on taxes for the current year 2024, as required by Code of AL 1975, Section 40-5-23. And after a careful and rigid examination of said reports by said Board, it was considered and adjudged that said collector be allowed credit on his final settlement with the Comptroller for the following amounts:

State Taxes		
Insolvents:	— General	\$ 1.00
	— Soldier	\$ 0.40
	— School	\$ 1.20
Errors in Assessment:	— General	\$ 8,514.65
	— Soldier	\$ 3,405.86
	— School	\$ 10,217.58
Taxes in Litigation:	— General	\$ 0.00
	— Soldier	\$ 0.00
	— School	\$ 0.00
Unsold Tax Liens:	— General	\$ 143.60
	— Soldier	\$ 57.44
	— School	\$ 172.32

And said Collector has also made his report for final allowance of the uncollected balances of **Insolvent Taxes** for the previous year 2023, as required by Code of AL 1975, Section 40-5-29; and the Board thereupon made the following allowances to said Collector of such Insolvent Taxes as he may have been unable to collect, as follows:

State Taxes:	— General	\$ 0.85
	— Soldier	\$ 0.34
	— School	\$ 1.02

And said Collector is also allowed credit for the following **taxes in litigation** for the previous year(s) which he has been unable to collect as follows:

	General	Soldier	School
2023 and Prior Years:	\$ 16.75	\$ 6.70	\$ 20.10

Given under my hand this \_\_\_\_ 10th \_\_\_\_ day of \_\_\_\_ June \_\_\_\_, 2025

  
Presiding Officer

See Code of AL 1975, Sections 40-5-23 and 40-5-24 as to taxes of current year and Sections 40-5-26 and 40-5-29 as to insolvent taxes and taxes in litigation of previous year(s).

**AMENDED PROJECT AGREEMENT**

**THIS AMENDED PROJECT AGREEMENT** (this “Amended Agreement”) shall be an amendment to that certain Project Agreement made and entered into on or about the 7<sup>th</sup> day of July, 2021, by, among and together with the CITY OF OZARK, ALABAMA, an Alabama Municipal Corporation (the “City”), DALE COUNTY, ALABAMA, a political subdivision of the State of Alabama (the “County”), (the City and together with the County, the “Local Parties”, and individually, a “Local Party”). Brittanie’s Thyme, LLC, a Limited Liability Company (“Brittanie’s Thyme, LLC” or the “Company”). The City, the County and Brittanie’s Thyme, LLC are herein together sometimes referred to collectively as the “Parties”, and individually, as a “Party”.

**RECITALS**

**WHEREAS**, Brittanie’s Thyme, LLC, entered into production and did employ certain Bonafide Full-Time Employees, it nevertheless failed to provide the requisite number thereof according to the terms of the Project Agreement; and

**WHEREAS**, the City recognizes the good faith and efforts made by Brittanie’s Thyme, LLC in producing and selling its products and desires to provide modified incentives such that it shall continue its business activities in the City of Ozark; and

**WHEREAS**, the City agrees to continue its business relationship with Brittanie’s Thyme, LLC and it agrees and accepts the amended incentives established by the City as set forth herein; and

**NOW THEREFORE**, for and in consideration of the foregoing premises and the other agreements and covenants herein contained, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

*Article 1 of the Project Agreement is hereby amended so that the same shall be entirely substituted and shall hereafter be as follows:*

**“ARTICLE 1**

**COMMITMENTS OF THE COMPANY**

**1.1 Implementation of Project.** The Company shall diligently and continuously prosecute the development of the Project to completion, using appropriate equipment and manpower to produce a finished and marketable product. The Company agrees to promptly enter into the Amended Lease with the City, post-dated to March 1, 2025 for a two (2) year period.

**1.2 Jobs Created.** Not later than March 1, 2026, the Company shall employ at least Thirty-Five (35) Bonafide Full-Time Employees. **"Full-Time Employee"** shall mean a person

that is (i) being paid directly by the Company for working at the Facility for not less than 36 hours per week, and who Company identifies as its employee to the U.S. Internal Revenue Service or the Alabama Department of Revenue or the Alabama Department of Labor on returns or reports filed with the foregoing, or (ii) a person working under a contract with the Company for working at the facility for not less than 36 hours per week. Notwithstanding the above, the term "Full-Time Employee" shall not include a worker performing construction work on buildings or other structures which are intended to be part of the Project. **"Bonafide Employee"** shall be defined as an employee recognized as a permanent employee with company benefits and a history of continuous employment for a minimum period of eight (8) consecutive weeks with said company, or alternatively a history of continuous employment for a minimum period of nine (9) weeks during a period of twelve (12) consecutive weeks.

**1.3 Force Majeure Event.** Notwithstanding anything in this Amended Agreement to the contrary, if the Company fails to meet the commitments set forth herein by the approved deadlines due to the occurrence of a Force Majeure Event, such delay shall not immediately result in a Company Event of Default or grounds for termination of this Agreement by the Local Parties; provided, that the Company shall have first provided written notice to the Local Parties as to the following: (a) a description of the Force Majeure Event in reasonable detail; (b) an explanation of how the Company anticipate such event will affect the Company' ability to timely perform such obligations; (c) the actions the Company plans to undertake in order to address the conditions caused by the Force Majeure Event; and (d) an approximation of how long the Company anticipates that the Force Majeure Event will delay its ability to meet the applicable obligation under this Agreement. If the Company are making a good faith effort to meet its commitments despite the delay caused by the Force Majeure Event, the Local Parties shall give the Company a reasonable period of time to address such conditions before an Event of Default shall be considered to have occurred under this Agreement. **"Force Majeure Event"** shall mean a matter which the Company are unable to control and anticipate, including acts of God, acts of terrorism, and extreme weather, but excluding unfavorable economic conditions."

*Article II of the Project Agreement is hereby amended so that the same shall be entirely substituted and shall hereafter be as follows:*

## **"ARTICLE II**

### **COMMITMENTS OF THE LOCAL PARTIES**

#### **2.1 City Premises Incentive.**

(a) The City shall lease the Premises to the Company pursuant to the Amended Lease in substantially the form attached hereto as Amended Lease. This Amended Agreement shall provide herein an incentive for the City to convey title to the premises to the Company upon termination of the Amended Lease or at a time prior to such termination in accordance with the following terms and conditions. These terms and conditions shall be set forth and more particularly described in the Amended Lease as follows:

(i) Should the Company fail to have at least Thirty-Five (35) Bonafide Full-Time Employees on March 1, 2026, the City shall convey title by Special Warranty Deed to the Premises described in the Amended Lease to the Company for the sum of Four Hundred Thousand Dollars (\$400,000.00) to be paid by the Company to the City upon delivery of the said Deed.

(ii) At any time during the Extended Lease that Company maintains at least Thirty-Five (35) Bonafide Full-Time Employees for eight (8) consecutive weeks or alternatively, nine (9) out of twelve (12) weeks, the City would then deed by Special Warranty Deed the Premises described in the Amended Lease to the Company for One and no/100 Dollars (\$1.00). A "Full-Time Employee" shall continue to be defined as a person working thirty-six (36) hours per week. A "Bonafide Full-Time Employee" shall continue to be one recognized as a permanent employee with a history of continuous employment for a minimum of eight consecutive weeks for Company, or alternatively, for nine (9) out of twelve (12) weeks.

(b) The Company understands and acknowledges that the estimated fair market value of the Premises is \$1,720,000.00 and that the difference between such value and the purchase price (i.e., either \$1,120,000.00 or \$1,719,900.00, as the case may be) is an incentive offered by the City to the Company to induce the Company to undertake the Project as defined in the Project Agreement.

**2.2 County and City Cash Incentives.** The obligations and responsibilities under this paragraph shall remain in full force and effect and shall not be altered or amended by this Amended Project Agreement.

**2.3 Amended Premises Description.** The premises described in Amended Exhibit "A" hereto is the same land, building and fixtures as referred to in the Project Agreement and set forth specifically in the original Lease. LESS AND EXCEPT that certain parcel of land described in Exhibit A and further described by survey plat prepared by Derek McNab, which said plat is attached."

***Article III of the Project Agreement is hereby amended so that the same shall be entirely substituted and shall hereafter be as follows:***

### **"ARTICLE III**

#### **RECAPTURE OF CITY PREMISES INCENTIVE**

**3.1** The Company agrees that for a period of one year after the City delivers a special warranty deed to the Company as provided herein.

1. The Company shall reconvey the Premises to the City in the event that;

- (a) it relocates its facility to another location;
- (b) it closes its manufacturing operations at the facility;



## Exhibit 2

(c) it substantially reduces its manufacturing operations by failing to employ a minimum of 30 Bonafide Full-Time Employees at all times after the City delivers a Special Warranty Deed to the Company and for a period of one year thereafter;

2. The Special Warranty Deed given to the Company shall be restricted and provide that the Company shall not place any encumbrance upon the Premises until such time as the City certifies in writing that the Company fully complied with this Article. The City shall release the Deed restriction in writing in the event of such compliance with this Article by the Company.

In the event of a mandatory reconveyance from the Company to the City of the Premises, the Company shall have an option to lease the premises for two years upon the same terms and conditions as set forth in Exhibit B. Thereafter, at the Company's option, the City and the Company shall negotiate in good faith for an extension of the lease and upon such terms as the Parties shall then agree. Notice of the exercise of the Company's options herein given shall be given in writing to the City within thirty (30) days after reconveyance of the Premises and thirty (30) days notice to the City of intent to negotiate.

In the event that the Premises is deeded back to the City as a result of the Mandatory Reconveyance Conditions set forth herein, then in such event the City shall refund the purchase price so paid by the Company to the City, less the cost of repair of any extraordinary damage. The refund of purchase price shall occur simultaneously of the reconveyance by the Company to the City of the Premises."

[Signature Page to follow]

**Exhibit 2**

**WHEREFORE**, the Parties hereto have executed this Amended Project Agreement as of the date their signature was properly notarized. The Parties agree that all terms and conditions set forth in the original Project Agreement shall remain in full force and effect, except where amended herein and further being inconsistent with this Amended Project Agreement.

CITY OF OZARK, A Municipal Corporation

By: \_\_\_\_\_  
Mark Blankenship, Mayor

DALE COUNTY COMMISSION

By: \_\_\_\_\_  
Steve McKinnon, Chairman

BRITTANIE'S THYME, LLC

By: \_\_\_\_\_  
Bret Holmes, Managing Partner

STATE OF ALABAMA  
COUNTY OF DALE

I, THE UNDERSIGNED, a Notary Public in and for said County, in said State, hereby certify that **Mark Blankenship, Steve McKinnon and Bret Holmes**, whose names are signed to the foregoing Amended Project Agreement and who are duly authorized, who are known to me, acknowledged before me on this the 2<sup>nd</sup> day of June, 2025, being informed of its contents, executed the same voluntarily.

Given under my hand and seal this the 2<sup>nd</sup> day of June, 2025.

\_\_\_\_\_  
Notary Public  
My Commission expires:



**EXHIBIT "A"****Description of Project Site**

A parcel of land located in the City of Ozark, Dale County, Alabama, and being more particularly described as follows:

Being Lots 5, 6, 7, and 8 and a part of Lots 9 and 10 of the Alice M. Carroll Property Plat as found recorded in the Office of the Judge of Probate of Dale County, Alabama, in Map Book 1, Page 288, and being more particularly described as follows:

BEGINNING at the intersection of the South right-of-way (R/W) of Roy Parker Road (120' R/W) with the East R/W of Van Heusen Drive (50' R/W) as marked by an existing iron pin (EIP) (½" Pipe); thence along the said South R/W bearing S08°02'12"W a distance of 620.23 FT to an (EIP) (½" Pipe); thence N89°23'04"W a distance of 1010.96 FT to an (EIP) (½" Pipe) on said East R/W; thence along said East R/W bearing N07°00'30" a distance of 749.39 FT to the POINT OF BEGINNING. Said parcel being located in the City of Ozark, Dale County, Alabama, and being located in the N½ of the NW¼ of Section 28, Township 6 North, Range 24 East, and containing 15.87 acres, more or less.

LESS AND EXCEPT:

A lot or parcel of land in the City of Ozark, Dale County, Alabama, being more particularly described as follows: Commencing at an existing ½" iron pipe, marking the point of intersection of the easterly right-of-way line of Van Heusen Drive, and the southerly right-of-way line of Roy Parker Road, and running thence South 79°37'44" East, along said southerly right-of-way line, a distance of 694.45 feet to a set #4 rebar (CA#37), marking the point of beginning; thence continue South 79°37'44" East, along said southerly right-of-way line, a distance of 321.41 feet to an existing ½" iron pipe (LS#13186); thence South 10°27'52" West a distance of 620.13 feet to an existing ½" iron pipe; thence North 86°39'32" West a distance of 247.87 feet to an existing ½" iron pipe; thence North 10°09'21" East a distance of 310.00 feet to a set #4 rebar (CA#37); thence continue North 10°09'21" East a distance of 349.87 feet to the point of beginning and containing 4.695 acres, more or less. Said land lying in and being a part of the NW 1/4 of Section 28, Township 6 North, Range 24 East, and also being a portion of Lots 5, 6 and 7 of Alice M. Carroll Property, as recorded at Page 288, of Plat Book 1, in the Office of the Judge of Probate of Dale County, Alabama.

Being subject to a sanitary sewer easement found in Deed Book 64, Page 583, and shown on Map Book 2, Page 9, both in the Office of the Judge of Probate of Dale County, Alabama.

Being subject to an electrical easement found in Deed Book 97, Page 50, in the Office of the Judge of Probate of Dale County, Alabama.

## **Exhibit 2**

For Source of Title: See Deed Book 330, Page 23, Probate Records of Dale County, Alabama.

### **SUBJECT TO:**

1. Ad valorem taxes which may be due now or subsequent hereto
2. All applicable zoning and subdivision restrictions
3. Easements, restrictions, reservations, rights of way, set back lines or other encumbrances of record.
4. Mineral and mining rights not owned by Grantors
5. Sanitary Sewer Easement found in Deed Book 64, Page 583 and shown on Map Book 2, Page 9, both in the Office of the Judge of Probate of Dale County, Alabama.
6. Electrical Easement found in Deed Book 97, Page 50, in the Office of the Judge of Probate of Dale County, Alabama.

**EXHIBIT "B"**

Form of Lease

(Attached)