

**Minutes of the proceedings of the City Council of the City of Graysville,
Alabama of the regular meeting held on June 15, 2017.**

Councilmember Randy Teeter gave the invocation.

The regular meeting of the City Council of the City of Graysville was called to order at 6:00 p.m. in the Council Chambers of the City Hall by Mayor Davis.

Upon roll call those present:

	<i>Clark "Julio Davis</i>	<i>Mayor</i>
	<i>James Armstrong</i>	<i>Councilmember</i>
<i>Absent:</i>	<i>Dorothy Hawthorne</i>	<i>Councilmember</i>
<i>Absent:</i>	<i>George Helms</i>	<i>Councilmember</i>
	<i>Karen Lauderdale</i>	<i>Councilmember</i>
	<i>Chris Shaw</i>	<i>Councilmember</i>
	<i>Randy Teeter</i>	<i>Councilmember</i>

Also present was Leslie Klasing, City Attorney; Neal McCracken from Warrior Tractor; a host of local citizens; several city employees and City Clerk, Kathy Dumas.

Mr. Neal McCracken from Warrior Tractor was recognized and he thanked the Mayor, Tommy Green and City attorney's that worked on this project. Mr. McCracken stated he look forward to being involved with the community and supporting the City.

Councilmember Lauderdale moved to approve minutes of June 1, 2017 as presented. Motion seconded by Councilmember Armstrong and carried.

Invoices were presented for approval as follows:

CITY:	BILLS	June 15, 2017
JASPER OIL COMPANY	\$2,494.31	GAS FOR VEHICLES
UNIFIRST CORP	\$215.55	EMPLOYEE UNIFORM EXP
WALDREP, STEWART, KEND	\$3,431.22	LEGAL FEES
U. S. POSTOFFICE	\$300.00	POSTAGE FOR MACHINE
MASCO	\$220.99	VEHICLE MAINT PARTS
DAN'S PRINTING	\$142.00	STREET WORKORDERS
CHRIS SHAW	\$67.46	EXPENSES-LEAGUE CONVENTION
TOMMY GREEN	\$391.37	TRAVEL EXP/VEHICLE OIL
MOSES HILL	\$30.00	INSPECTION SERVICES
ROGER YOUNGBLOOD	\$30.00	INSPECTION SERVICES
JEFF CO. SHERIFFS	\$20,000.00	LAW ENFORCEMENT MAY 2017
JEFF CO. SHERIFFS	\$20,000.00	LAW ENFORCEMENT JUNE 2017

AIRGAS USA, LLC	\$336.61	FIRE EMS EXPENSE
HENRY SCHEIN	\$476.90	FIRE MEDICAL SUPPLIES
YOUNGBLOOD ENTERPRISES	\$600.00	BRUSH PILE PUSH BACK FEE
JAMES MELTON	\$385.00	MAINT E-1 & E-3 AC
EASTERN SALES	\$10.70	BELT LAWNMOWER
PINEVIEW LANDFILL	\$711.76	LANDFILL FEES
CHARTER COMM	\$60.03	COMM CTR CABLE TV EXP
AT & T	\$115.00	COMM CTR INTERNET EXP
CASH	\$286.15	NUTRITION CENTER EXPENSES
KAYLA JAMES	\$10.00	TRAVEL EXPENSE NUT CENTER
VALLEY SERVICES	<u>\$5.65</u>	NUTRITION CENTER APRONS
TOTAL:	\$50,320.70	

GAS:

JASPER OIL COMPANY	\$3,990.90	GAS FOR VEHICLES
UNIFIRST CORP	\$240.20	EMPLOYEE UNIFORMS
WALDREP, STEWART, KEND	\$3,431.22	LEGAL FEES
U. S. POSTAL SERVICE	\$300.00	POSTAGE FOR MACHINE
MASCO	\$190.85	TRACTOR REPAIRS
J. R. PREWITT & ASSOC	\$200.00	RIGHT OF WAY BOND
LINDA MASON	\$200.00	APPLIANCE REBATE EXP
SUSAN R. LEVAN	\$104.78	ACCTS OVERPAYMENT
FORD CREDIT DEPT	\$1,974.67	LEASE PAYMENT TRUCKS
SHIRLEY ELECTRIC	\$139.00	RECTIFIER REPAIRS
AIRGAS USA, LLC	\$206.75	CYLINDER REFILLS
JAMES MELTON	\$785.00	MAINT REPAIRS G-2
FORSTDALE ACE	\$365.18	PAINT/KEYS
SEGAS ASSOC	\$300.00	GAS PURCHASES
SOUTHERN NATURAL GAS	\$29,100.99	GAS PURCHASES
BP ENERGY COMPANY	\$55,674.01	GAS PURCHASES
SHRED-IT USA	\$86.11	SHRED MAINT EXPENSE
CHARTER COMM	\$195.69	CABLE EXP/INTERNET EXP
O'REILLY AUTOMOTIVE	\$266.24	PARTS FOR VEHICLES
HARBISON LOCK & KEY	\$130.00	MOVE CAMERAS DISPATCH
TOTAL:	\$97,881.59	
TOTAL CITY/GAS	\$148,202.29	

Councilmember Teeter moved to approve payment of invoices as presented. Motion seconded by Councilmember Armstrong and carried unanimously.

Councilmember Teeter moved to go into public hearing. Motion seconded by Councilmember Lauderdale and carried pursuant to the following notice:

Notice is hereby given that at its regular public meeting beginning at 6:00 p.m. on June 15, 2017, in the Graysville City Council Chambers located at 246 South Main Street, Graysville, Alabama, within Jefferson County, Alabama (the "City Council Chambers"), the City Council of the City of Graysville, Alabama (the "City") will hear comments from interested citizens concerning the approval of the proposed terms and conditions of a Project Development, Funding and Cooperation Agreement by and between the City and Alawest-AL, LLC, Alawest, Inc. and Warrior Tractor & Equipment Company, Inc.

Following a brief discussion and there being no objections from the public, Councilmember Lauderdale moved to close public hearing. Motion seconded by Councilmember Teeter and carried.

Mayor Davis stated the Mayor of Brookside has asked to borrow the long arm tractor.

Councilmember Shaw moved to allow the Town of Brookside to use the long arm tractor along with our city worker to operate equipment. Motion seconded by Councilmember Teeter and carried.

Mayor Davis made recommendation to reduce re-read charges from \$20.00 to \$10.00.

Councilmember Teeter moved to reduce re-read charge to \$10.00 each. Motion seconded by Councilmember Lauderdale and carried.

Mayor Davis stated someone would like to rent the Community School Building on a one year lease to open a restaurant.

Councilmember Teeter moved to allow Mr. Danny McGough to rent the Community School Building on a one year lease to open a restaurant. Motion seconded by Councilmember Shaw and carried.

Resolution Number 2017-9 was presented as follows:

RESOLUTION NO. 2017-9

BE IT RESOLVED by the City Council of the City of Graysville, Alabama, as follows:

Section 1. Findings. The City Council (herein called the “Council”), which is the governing body of the City of Graysville, Alabama (herein called the “City”), has found and ascertained and does hereby declare as follows:

(a) that it does hereby approve the terms and conditions of that certain Project Development, Funding and Cooperation Agreement, dated June 15, 2017, by and between the City and Alawest-AL, L.L.C. (“Alawest, LLC”), Alawest, Inc. (“Alawest, Inc.”) and Warrior Tractor & Equipment Company, Inc. (“Warrior Tractor” and collectively with Alawest-AL, L.L.C. and Alawest, Inc. the “Developer”) (the “Agreement”) which is incorporated herein by reference as if copied herein in full and attached as Exhibit “A” with respect to the construction of a proposed facility in the City (“Project” as defined in the Agreement) on that certain real property more particularly described therein as the “Property”; the rendition of a final judgment in a validation proceeding; and, desires to issue a zero (0%) percent warrant to the extent authorized by the laws and Constitution of the State of Alabama and in order to comply with the provisions of the constitution and laws of the State of Alabama, including particularly Amendment No. 772 to the Constitution of Alabama of 1901 for the purpose of providing certain Incentives (as defined in the Agreement) to the Developer;

(b) that the City has determined that the Agreement will advance the economic development and base of the City, as well as the prosperity and welfare of its citizens and promote trade and commerce, the public health, safety, convenience, order, prosperity, quality of life and general welfare of the community resulting in significantly increased tax revenues to the City, an increase of property values in the vicinity of the Property and lead to additional economic activity in the area of the Property and in the City (collectively, the “Public Benefit”);

(c) pursuant to the terms of that certain Agreement, the City is willing to provide economic Incentives (as defined in the Agreement) in the form described in the Agreement and to take certain other actions to issue a zero (0%) warrant and to validate the Agreement (collectively, as further described herein, the “Economic Incentives Grant”);

(d) it is in the best interest of the City and its inhabitants for the City to provide the Economic Incentives Grant to Developer;

(e) it is therefore necessary and desirable, and in the best interest of the City and its inhabitants, for the City to issue its “Zero (0%) Percent Warrant, Series 2017” (the “Warrant”) so as to evidence the obligations of the City to Developer as set forth in this Resolution and to enter into the Agreement herein described in order to effectuate the purposes of this Resolution;

(f) the Council heretofore, at a public meeting of the Council on June 15, 2017, satisfied the requirements of paragraph (c) of Section 94.01 (a/k/a Amendment No. 772) of the Constitution of Alabama of 1901 (“Amendment No. 772”) with respect to the Warrant and approved the proposed issuance of the Warrant by the City and the proposed Economic Incentives Grant to Developer, all in accordance with the applicable provisions of the Amendment No. 772, and the Council hereby determines that the expenditure of public funds, with respect to the Economic Incentives Grant, as described herein, will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities;

(g) as required under Amendment No. 772, at least seven (7) days prior to the public meeting of the Council at which this Resolution was adopted, the City published notice of such proposed action of the City Council of the City of Graysville in accordance with the requirements of Amendment No. 772; and,

(h) for purposes of Amendment No. 772, the entity(ies) to whom or for whose benefit the City proposes to provide things of value is Alawest-AL, L.L.C., Alawest, Inc. and Warrior Tractor & Equipment Company, Inc. and its affiliates, successors and/or assigns.

Section 2. Authorization of Agreement. In order to provide for the Economic Incentives Grant, the Council does hereby authorize and direct the Mayor of the City to execute and deliver, for and in the name and behalf of the City, the Agreement (herein, as previously indicated, called the "Agreement") between the City and Developer. The Council does also hereby authorize and direct the City Clerk to affix the corporate seal of the City to the Agreement and to attest the same. The Agreement shall be in substantially the form presented to the meeting of the Council at which this Resolution is adopted (which form shall be preserved in the permanent records of the City pertaining to the said meeting and which is hereby adopted in all respects as if the same were set out in full herein).

Section 3. Authorization for Economic Incentives Grant. In order to further provide for the Economic Incentives Grant, the Council does hereby authorize and direct the Mayor of the City to: (1) rebate to Developer fifty (50%) percent of Sales/Lease Tax Proceeds (as defined in the Agreement); (2) pay to Developer 100% of the Increased Ad Valorem Tax Proceeds (as defined in the Agreement); (3) waive and rebate municipal business license taxes or the like in excess of \$3,000.00; (4) waive and rebate 100% of the construction-related taxes imposed on personal property and taxable services incorporated into the Project; (5) abate taxes under the Tax Incentive Reform Act of 1992, Sections 40-9B-1 to 40-9B-13 of the Code of Alabama (1975) under the terms of the Abatement Agreement attached to the Agreement; and, (6) provide water utility service to the Project in the manner and as provided in the Agreement. For the period of time following the passage of this Resolution, and until the date this Agreement is validated by a final judgment of a court of competent jurisdiction ("Date of Validation"), Developer shall pay the full sales taxes as defined in the Agreement applicable to the Project. After passage of the Authorizing Resolution and for the period of time commencing with the Date of Validation and ending upon termination of the Agreement, the City shall rebate and pay to Developer the Economic Incentives Grant in the manner and in the amounts set forth in the Agreement ("New Tax Revenue"). The total amount of taxes rebated and/or waived shall not exceed Eight Million Eight Hundred Thousand and No/100, (\$8,800,000.00) Dollars. The amounts due to Developer pursuant to this section will not bear any interest and shall be payable at the office of the Treasurer of the City, City Hall, Graysville, Alabama.

Section 4. Authorization of the Warrant. Pursuant to the provisions of the constitution and laws of the State of Alabama, including particularly Section 11-47-2 of the Code of Alabama (1975), as amended, and Amendment No. 772, the City is hereby authorized to issue its "Zero (0%) Percent Warrant, Series 2017" (herein, as previously indicated, called the "Warrant") so as to evidence the obligations set forth in this Resolution and the aforementioned Agreement. The Warrant shall be dated the date of its issuance, shall be in the principal amount of up to \$8,800,000.00, and shall mature and be payable on the earlier to occur of: (a) fifteen (15) successive calendar years commencing from the date that the first payment from the City is due as defined in the Agreement; (b) the payment of the Economic Incentive Grant payments to Developer in the amount of \$8,800,000.00; or, (c) mutual agreement and Consent of the City and Developer (the "Maturity Date"). The Warrant shall not bear any interest

provided, however, that payments more than thirty (30) days past due shall bear interest thereafter until paid at the rate of four (4.00%) percent per annum, compounded monthly and shall be subject to prepayment at any time without bonus or penalty. To the extent that any principal is unpaid on the Maturity Date, the same shall be cancelled and the City's obligations under the Warrant deemed satisfied and of no further force and effect. Within fifteen (15) days after the Maturity Date, the Warrant shall be redelivered to the City by the current owner thereof marked "Cancelled" and "Void".

Section 5. Limited Obligation and Source of Payment. The indebtedness evidenced and ordered paid by the Warrant is and shall be a limited obligation of the City payable solely from the New Tax Revenue produced and received by the City from the Project (as defined in the Agreement).

Section 6. General Faith and Credit Not Pledged. The general faith and credit of the City are not pledged for payment of the Warrant. The Warrant shall not be a general obligation of the City but shall be payable solely from the New Tax Revenue produced and received by the City from the Project (as defined in the Agreement). Neither this Resolution nor the Warrant issued hereunder shall be deemed to impose upon the City any obligation to pay the principal of the Warrant, or any other sum, except with the moneys herein directed to be paid from the New Tax Revenue produced and received by the City from the Project (as defined in the Agreement). The Warrant and any payments required by this Resolution shall never constitute an indebtedness of the City within the meaning of any constitutional provision or statutory limitation whatsoever, except as may be provided in Amendment No. 772. None of the agreements, representations or warranties made or implied in this Resolution, or in the issuance of the Warrant, shall ever impose any pecuniary liability upon the City, except with respect to the moneys herein directed to be paid from the New Tax Revenue produced and received by the City from the Project (as defined in the Agreement). Nothing herein contained, however, shall be construed to relieve the City from the performance of any of its agreements herein contained or to relieve any of the officials of the City of any of their official duties.

Section 7. Mandatory Redemption and Prepayment. The Warrant will be subject to partial redemption and prepayment quarterly for no more than fifteen (15) years commencing with the calendar quarter in which the Project opens for business on the Property payable per the terms of the Agreement (the "Mandatory Payment" and "Mandatory Payment Date"), but only to the extent of any moneys realized by the City from the New Tax Revenue produced and received by the City from the Project (as defined in the Agreement), at a redemption price equal to the principal amount of the Warrant called for partial redemption and prepayment. The Treasurer of the City will determine the amount to be paid, and if such amount is sufficient to effect the redemption of at least \$1.00 in principal amount of the Warrant, the Treasurer of the City will take such action as may be necessary under the provisions hereof to exhaust, as nearly as may be practicable, the moneys realized and received by the City from such New Tax Revenue to redeem principal amounts. The moneys realized and received by the City from the New Tax Revenue produced and received by the City from the Property shall be used solely for payment of the principal of the Warrant. After such application of all funds realized and received by the City from the

New Tax Revenue from the Project (as defined in the Agreement) on the Maturity Date, the Warrant shall be deemed paid in full, and the City's obligations to Developer (and to any assignee of Developer) evidenced by the Warrant will be released and extinguished.

Section 8. Prepayment Privilege. The City reserves and shall have the privilege of prepaying all or any part of the principal of the Warrant at any time and from time to time, without penalty or premium and without any prior notice.

Section 9. Payment of the Warrant. The principal of the Warrant shall be payable at the office of the Treasurer of the City, City Hall, Graysville, Alabama, upon presentation of the Warrant on each Mandatory Payment Date or the Maturity Date. All partial payments of principal on each Mandatory Payment Date shall be noted on a schedule attached to the Warrant and attested by the City Treasurer. In case the Warrant is called for partial redemption, the redemption price of the principal thereof so called for redemption shall be payable at the office of the Treasurer of the City upon presentation of the Warrant for an appropriate endorsement by the Treasurer of the City to a schedule attached to the Warrant constituting a part thereof indicating the amount and date of such partial redemption. The preceding two sentences of this paragraph notwithstanding, the redemption price of any partial redemption of the principal of the Warrant may also be paid to the person, corporation, limited liability company, partnership, trust or other legal entity in whose name the Warrant is registered on the registry books of the Treasurer of the City pertaining to the Warrant (the "Holder") pursuant to any applicable payment agreement. Any provision hereof to the contrary notwithstanding, the Treasurer of the City will, at the request of the Holder of the Warrant, enter into a payment agreement with such Holder providing for the payment of any partial redemption of the principal of the Warrant at a place and in a manner other than as otherwise provided in this section or in the Warrant, but any such agreement shall be subject to the following conditions:

(a) The terms and conditions of such agreement shall be satisfactory to the Treasurer of the City and the Holder of the Warrant;

(b) The final payment of the principal of the Warrant shall be made only upon the surrender thereof to the Treasurer of the City;

(c) If such agreement provides for the partial redemption of the principal of the Warrant without the surrender thereof in exchange for a new Warrant in a principal amount equal to the unredeemed portion of the Warrant, then such agreement

(i) shall provide that the Holder of the Warrant will not sell, pledge, transfer or otherwise dispose of the same unless prior to the delivery thereof it shall surrender the same to the Treasurer of the City in exchange for a new Warrant in a principal amount equal to the unpaid principal of the Warrant, and,

(ii) shall provide (A) that, to the extent of the payment to the Holder of the Warrant of the redemption price of any portion thereof called for redemption, the City shall be released from liability with respect to the Warrant, and (B) that such Holder will indemnify and hold harmless the City against any liability arising from the failure of such Holder to surrender the Warrant to the Treasurer of the City as required by the preceding clause (i), and,

(d) the amounts payable to Developer pursuant to the Warrant shall be limited at the times and in the amounts stated and as described in the Agreement.

Section 10. Execution of the Warrant. The Warrant shall be executed on behalf of the City by its Mayor, and shall be attested by the City Clerk who shall affix the official seal of the City to the Warrant, and the Warrant shall be attested by the City Clerk of the City. Said officers are hereby authorized and directed so to execute, seal and attest the Warrant.

Section 11. Form of the Warrant. The Warrant shall be in substantially the following form, with appropriate insertions, omissions and other changes to comply with the provisions hereof and to reflect the appropriate date and principal amount:

UP TO \$8,800,000.00

UNITED STATES OF AMERICA

STATE OF ALABAMA

CITY OF GRAYSVILLE, ALABAMA

**LIMITED OBLIGATION WARRANT,
SERIES 2017 (WARRIOR PROJECT)**

The **CITY OF GRAYSVILLE**, a municipal corporation in the State of Alabama (herein called the "City"), for value received, hereby acknowledges itself indebted to and orders and directs the City Treasurer of the City to pay to Alawest-AL, L.L.C., Alawest, Inc. and Warrior Tractor & Equipment Company, Inc. (collectively, the "Developer"), or registered assigns, upon presentation and surrender hereof, the principal sum of

UP TO EIGHT MILLION EIGHT HUNDRED THOUSAND U.S. DOLLARS

(or such lesser portion thereof then unpaid) on the last day of fifteen (15) successive calendar years commencing from the date that the first payment from the City is due as defined in the Agreement referenced and defined hereinbelow (unless the principal of this warrant shall have been duly called for previous redemption and payment duly provided for). The principal of this warrant shall be payable in lawful money of the United States of America. This warrant shall not bear any interest.

This warrant is authorized to be issued pursuant to the applicable provisions of the constitution and laws of the State of Alabama, including particularly Section 94.01 (a/k/a Amendment No. 772) to the Constitution of Alabama of 1901 and Section 11-47-2 of the Code of Alabama (1975), as amended, as well as Resolution No. 2017-_____ duly adopted by the governing body of the City on June 15, 2017 (the "Authorizing Resolution"), for purposes for which the City is authorized by law to borrow money and to issue warrants. All capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Resolution.

The indebtedness evidenced and ordered paid by this warrant is a limited obligation of the City payable solely from the New Tax Revenue (as defined and described further in the Authorizing Resolution) produced and received by the City from the Project (as defined in the Agreement) all as more particularly described in the Authorizing Resolution and a Project Development, Funding and Cooperation Agreement (herein referred to as the "Agreement") with respect to that certain real property and the improvements thereon more particularly described therein.

The City reserves the privilege of prepaying all or any part of the principal of this warrant at any time and from time to time, without premium or penalty, and without notice.

This warrant is subject to mandatory partial redemption and prepayment on each quarterly Mandatory Payment Date thereafter, to the extent of any such New Tax Revenue received and realized by the City from the Project (as defined in the Agreement) at a redemption price equal to the principal amount of the Warrant called for partial redemption and prepayment.

The principal of this warrant will be paid only to the named payee hereof or its registered assigns at the address of the said payee as shown on the books of the City maintained for that purpose by its undersigned registrar.

It is hereby certified that all conditions, actions and things required by the constitution and laws of Alabama to exist, be performed or happen precedent to or in the issuance of this warrant do exist, have been performed and have happened in due and legal form.

IN WITNESS WHEREOF, the City has caused this warrant to be executed in its name and behalf by its Mayor, who has caused its official seal to be hereunto affixed, has caused this warrant to be attested by its City Clerk, both of said officers being hereunto duly authorized, and has caused this warrant to be dated _____, 2017.

CITY OF GRAYSVILLE, ALABAMA

By: _____
Julio Davis, Its Mayor

Attest:

Its City Clerk

Registration Certificate

This warrant was registered in the name of the above registered owner this _____ day of _____, 2017.

By: _____
Registrar

Form of Assignment

For value received _____ hereby sell(s), assign(s) and transfer(s) unto _____ the within warrant and hereby irrevocably constitute(s) and appoint(s) _____, attorney, with full power of substitution in the premises, to transfer this warrant on the books of the City of Graysville, Alabama.

Dated this _____ day of _____, 20____.

NOTE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within warrant in every particular, without alteration, enlargement or change whatsoever.

Warrant Partial Redemption Schedule
Limited Obligation Warrant, Series 2016
(Warrior Project)

Date of Partial – Extraordinary Redemption:	Amount of Partial - Extraordinary Redemption:	Remaining Unpaid Principal Balance:	Signature of City Treasurer:
-	-	\$8,800,000.00	-
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Year 6			
Year 7			
Year 8			
Year 9			
Year 10			
Year 11			
Year 12			
Year 13			
Year 14			
Year 15			

Section 12. Mayor and City Clerk to Effect Borrowing. The Mayor of the City and its City Clerk and/or City Treasurer are hereby authorized to effect matters and duties authorized in this Resolution at any time, for the purpose for which such obligation is herein authorized and, to deliver to Developer the Warrant in the stated principal amount of such obligation, when the Warrant is executed, sealed and attested as herein specified.

Section 13. Registration of Warrant. A registration certificate, in substantially the form hereinabove recited, duly executed by the manual signature of the City Clerk as registrar, shall be endorsed on the Warrant and shall be essential to its validity. The Warrant shall be registered as to principal, and shall be transferable only on the registry books of the City. The City Clerk shall be the registrar and transfer agent of the City and shall keep at the City's office proper registry and transfer books in which it will note the registration and transfer of such Warrant as are presented for those purposes.

Section 14. Sale of the Warrant. For and in consideration of the obligations of the Parties set forth herein and in the Agreement and other good and valuable consideration, the Warrant is hereby transferred, assigned and set over unto Developer. The Warrant shall be registered in the name of Developer prior to the delivery thereof. The Mayor of the City is hereby authorized and directed to deliver the Warrant to Developer.

Section 15. General Authorization. The Mayor of the City, the Council President, the City Clerk, the City Treasurer and all other officers of the City and of the Council are hereby authorized and directed to execute, deliver, seal and attest such other agreements, undertakings, documents and certificates and to take such other actions on behalf of the City as may be necessary to consummate the issuance and sale of the Warrant and to carry out fully transactions contemplated by this Resolution.

Section 16. Severability. The provisions of this Resolution are hereby declared to be severable. In the event any court of competent jurisdiction should hold any provision hereof to be invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Resolution.

Section 17. Validation of the City's Obligations. The City has been advised by counsel that although a legal basis exists for its determination that the aforesaid issuance of the Warrant (including the sources for the payment of said Warrant) and the use of the proceeds thereof for the Economic Incentives Grant (including the execution and delivery of the Agreement) are authorized under existing law, out of an abundance of caution, the City shall require as a condition to its payment obligations hereunder the filing of a suit in a court of competent jurisdiction validating the Economic Incentives Grant. Accordingly, and notwithstanding anything herein to the contrary, no moneys shall be paid to Developer prior to a determination of said court of competent jurisdiction validating the obligations of the City set forth in the Agreement, as amended, and in the Warrant. The City Attorney is hereby authorized and directed to file in the Circuit Court of Jefferson County, Alabama, a validation suit as described above in accordance with the provisions of § 6-6-750, et seq., Ala. Code (1975). The City shall be responsible for all costs and expenses with respect to the filing and prosecution of the validation suit, including, without limitation, attorneys' fees.

Section 18. Conditions Precedent. The obligations of the City and Developer under this Resolution and the Agreement are conditioned upon and subject to the following:

- (a) The payment of the Economic Incentives Grant as generally described in the Agreement, with the commensurate limitations on payments of the Warrant; and,

(b) The validation of the City’s obligations by a court of competent jurisdiction as further described in Section 17 of this Resolution and in the Agreement.

* * *

Councilmember Teeter moved that the foregoing Resolution 2017-9 be adopted, which motion was seconded by Councilmember Lauderdale, and, upon the same being put to vote, the following vote was recorded:

<i>Councilmember Armstrong</i>	<i>Yes</i>
<i>Councilmember Lauderdale</i>	<i>Yes</i>
<i>Councilmember Teeter</i>	<i>Yes</i>
<i>Councilmember Shaw</i>	<i>Yes</i>
<i>Mayor Davis</i>	<i>Yes</i>

Mayor Davis thereupon announced that the motion for adoption of said Resolution had been carried.

Mr. Michael White was recognized and asked about maintenance and grass cutting on the city parks.

Mayor Davis stated he would have some answers to his questions by next meeting.

Mrs. Kelley Taft was recognized and gave project presentation for the Tap Grant from ALDOT for downtown revitalization.

Councilmember Teeter moved to table project plan for further study to become more familiar with the project. Motion seconded by Councilmember Lauderdale and carried.

Thereupon on motion of Councilmember Teeter, motion seconded by Councilmember Helms and being unanimously carried the meeting was duly adjourned.

Councilmember James Armstrong

Councilmember Karen Lauderdale

Councilmember Chris Shaw

Councilmember Randy Teeter

Mayor Clark “Julio” Davis

City Clerk Kathy Dumas