I. RECEIVE INFORMAL PUBLIC COMMENTS

Informal Public Comment – Speaker Protocol

The City of Anniston believes that any member of the general public should be afforded the opportunity to address the City Council provided that designated rules are followed by the speaker. Any member of the public who wishes to address the City Council and offer public comment on items within the City Council’s jurisdiction, may do so during the Informal Public Comment period of the meeting. However, no formal action will be taken on matters that are not part of the posted agenda. In order to ensure the opportunity for all those desiring to speak before the Council, there is no yielding of time to another speaker. This opportunity to address City Council may not be used to continue discussion on an agenda item that has already been held as a public hearing. Matters under negotiation, litigation, or related to personnel will not be discussed. If a member of the general public would like to address the City Council during the Informal Public Comment portion of the meeting, please respectfully indicate your desire to address the City Council when the Mayor solicits members of the general public to come forward and speak. You will be recognized by the Mayor and asked to come forward to the podium so that you can address the City Council in accordance with the rules outlined herein. Once the speaker has been recognized to speak, he/she will be given three (3) minutes to address the City Council. The speaker should not attempt to engage the City Council and/or Staff in a discussion/dialogue and the speaker should not ask specific questions with the expectation that an immediate answer will be provided as part of the three (3) minute time frame since that is not the intent of the Informal Public Comment period. If the speaker poses a question or makes a request of the City, the Mayor may refer the issue or request to the City Manager for follow up. At the conclusion of the three (3) minute time period, the speaker will be notified that his/her time has elapsed and the next speaker will be recognized to come forward to the podium and address the City Council. The Mayor may rule out of order any Speaker who uses abusive or indecorous language, if the subject matter does not pertain to the City of Anniston, or if the Speaker(s) attempts to engage the City Council Members in a discussion or dialogue on issues. City Council shall not discuss non-agenda matters because it does not give the public adequate notice. Accordingly, City Council shall be limited to asking factual and clarifying questions of staff, and when appropriate, the Council may consider placing a matter on a future agenda. In addition, it is not reasonable to expect staff to respond to any of a variety of issues on which they may or may not be prepared to respond to on a moment’s notice, so the City Manager may respond, or direct staff to respond at a later time.
II. RECEIVE FORMAL PUBLIC COMMENT

Formal Public Comment – City Council Agenda Protocol

The City of Anniston has identified this portion of the meeting to allow individuals an opportunity to formally address the City Council on issues of importance. Anniston requires that individuals who desire to formally address City Council to submit a written request form outlining the subject matter that they intend to discuss so that they can be placed on an upcoming meeting agenda. Members of the public desiring to be placed on the agenda to present or address matters to the City Council must submit a formal "REQUEST TO BE PLACED ON THE CITY COUNCIL AGENDA" form to the Office of the City Manager at least 10 days prior to the requested City Council meeting date that you wish to speak. City Council meetings are held on the second and fourth Monday of each month so the request must be submitted no later than 5:00 pm on the Friday which constitutes 10 days prior. The request can be done in person, regular mail, fax or email and the speaker should obtain acknowledgement of the request from the City to demonstrate that the 10-day requirement has been met. The request form may be obtained from the Office of the City Manager or from the City’s website www.annistonal.gov. The request should state the name of the individual(s) desiring to be heard and the subject matter to be presented to City Council. Requests may be referred, at the discretion of the City Manager, to appropriate staff for mediation prior to being placed on the public agenda. Please be advised that the mere completion of a request form does not entitle the speaker to be added to the agenda.

(a) Ralph Bradford – Council-Manager Act Form of Government

III. CONDUCT PUBLIC HEARING

Speaking to a Public Hearing Item

In the interest of time and to ensure the fairness of all persons who appear before the City Council to speak for or against a public hearing item, speakers will be limited to three (3) minutes each to address City Council except as described herein. One speaker for the Petitioner may address the City Council for no more than 10 minutes, unless extended by the Mayor. In an effort help the City Council and the general public to better understand the issues, the Mayor may request that a City staff member address the City Council from the podium. Speakers from the general public may only speak when recognized by the Mayor during the public hearing. Speakers will be asked to come to the podium to address the City Council for three (3) minutes and they shall state their name and resident address for the record. Speakers addressing City Council on a public hearing item should coordinate comments in order to respect City Council’s time constraints. Groups should select a spokesperson to present the major points that summarize their position and opinions. Speakers are urged to be brief and non-repetitive with their comments. Comments shall specifically address the public hearing item before the City Council, and the speaker shall maintain appropriate tone and decorum when addressing the City Council. City Council may ask questions of the applicant, speakers, or staff during these proceedings only for the purpose of clarifying information. The speaker shall not direct derogatory comments to any individual, organization, or business. At the conclusion of the three (3) minute time period, the speaker will be notified that his/her time has elapsed and the next speaker will be recognized to come forward to the podium and address the City Council. Once the public hearing is closed on an item, there will be no further opportunity for formal or informal public input at a City Council meeting.

IV. UNFINISHED BUSINESS
V. CONSENT AGENDA

VI. ORDINANCES

(a) Ordinance declaring surplus real property and authorizing conveyance of the same.

VII. RESOLUTIONS

(a) Resolution to waive and release nuisance abatement contract.

(b) Resolution to except Cell Tower Project from ongoing moratorium.

(c) Resolution approving financing terms with Branch Banking and Trust Company.

VIII. MOTIONS

(a) Motion to award bid to Crawford’s Office Supply for office supplies through percentage off Office Supply catalog pricing (excluding copy paper and ink cartridges) and percentage off New, Scratch and Dent office furniture for a period of one-year from bid award date with option to renew for two additional one-year periods.

(b) Motion to award bid to Altec Nueco for the purchase of a Bucket Truck for Public Works in the amount of $79,900.00

(c) Motion to recess into Executive Session to discuss a matters of pending litigation.

IX. OTHER ADDITIONAL OR FURTHER MATTERS THAT MAY COME BEFORE COUNCIL

COUNCIL COMMENTS

ADJOURNMENT
The City Council of the City of Anniston, Alabama, met in Regular Session in the Council Chamber in the City Hall of the City of Anniston, Alabama, on Tuesday, January 15, 2019, at approximately 5:30 o’clock p.m.

Shane Denham, Chief of Police, prayed the Invocation.

Shane Denham, Chief of Police, led the Pledge of Allegiance to the Flag.

Mayor Draper called the meeting to order. On call of the roll, the following Council Members were found to be present: Council Members Jenkins, Reddick, Little, and Draper; absent: Council Member Harris. A quorum was present and the meeting opened for the transaction of business.

Jay Johnson, City Manager, was present.

Bruce Downey, City Attorney, was present.

Council Member Jenkins made a motion to waive and approve the minutes from the January 08, 2019 meeting. The motion was seconded by Council Member Reddick, and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Reddick, and Draper; nays: Council Member Little. The motion carried.

Mayor Draper made a motion to approve the agenda. The motion was seconded by Council Member Jenkins, and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Reddick, Little, and Draper; nays: none. The motion carried.

Jim Montgomery, PO BOX 1870, wants to say to Council Member Harris, Mayor Draper, Council Member Jenkins, Mayor Draper, and City Attorney that you will reap what you sow; to approve a censure on the two black council members is wrong. He states that it is against the Alabama law because the legislature did not give them that authority.

Glen Ray, 3514 Dale Hollow Rd., stated that he will not let the police or the City railroad his family.

Ralph Bradford, requested to be placed on the agenda for the next meeting, February 5, 2019; and also requested some information: what year did the city change from Mayor-Council to Council-Manager form of government, did the citizens vote for this form of government, and was it pre-cleared by the U.S. government?

Minister Sean McClellan, 1518 McDaniel, wanted to speak on behalf on where he is being effected, when you gag our representatives you are gagging the 1200 constituents in their wards; He stated that the council was voted to represent the city but he does not see it.

Shanika Pittman, 622 West Anniston, stated that she will stop coming and asking the council to get things fixed because they won’t get it done; it is a color thing when it comes to the City of Anniston, which is why things do not get done.
Elijah Reddick, 1309 Crane Ave, what he sees so far is Jim Crow rules and laws, when it comes to the City of Anniston; they hired the council to represent the city but they got in office, became their own bosses, and forgot about the citizens. We need to quit being black and white and represent the whole city.

Jay Johnson, City Manager, introduced and read Resolution 19-R-4, Designating Roadway Functional Classification:

**Resolution 19-R-4**

**Designating Roadway Functional Classification**

Whereas, the section of roadway beginning on Ossington Avenue at the intersection with Summerall Gate Road and extending north on Ossington Avenue and Coxwell Avenue to the intersection with Baltzell Gate Road serves as collector roadway that feeds arterials and provides access to local streets. This section is generally a lower volume roadway that accommodates shorter distance trips. It is best suited more appropriately classified as a “Collector Road” with respect to the Calhoun Area MPO’s functional classification system.

NOW THEREFORE, BE IT RESOLVED by the Council for the City of Anniston, Alabama as follows:

The Council hereby adopts the “Collector Road” functional classification for the section of roadway beginning on Ossington Avenue at the intersection with Summerall Gate Road and extending north on Ossington Avenue and Coxwell Avenue to the intersection with Baltzell Gate Road. The Council formally requests that the Calhoun Area MPO reclassify this section of roadway and designate the same as a “Collector Road” for purposes of its transportation planning process and related purposes and activities.

PASSED and ADOPTED on this 15th day of January 2019.

By:/s/ Jack Draper, Mayor
By:/s/ Jay Jenkins, Council Member
By:/s/ David Reddick, Council Member
By:/s/ Benjamin Little, Council Member

Council Member Jenkins made a motion to approve and adopt Resolution 19-R-4; The motion was seconded by Council Member Reddick and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Reddick, Little, and Draper; nays: none. The motion carried and Resolution 19-R-4, was passed and adopted.

Council Member Little made a motion to terminate the City Manager. The motion was seconded by Council Member Reddick.

Council Member Reddick made a motion to table the motion to terminate the City Manager. The motion was seconded by Council Member Little and on call of the roll, the following vote was recorded: ayes: Council Member Reddick and Little, nays: Council Member Jenkins and Draper. The motion to table failed.

On call of the roll, the following vote was recorded: ayes: Council Member Reddick and Little; nays: Council Member Jenkins and Draper. The motion to terminate the City manager failed.
Council Member Little thanked everyone for coming out; He mentioned the previous work session and the comments that were made about it, no one would sit there and allow others to defame their character and slander their name.

Council Member Reddick stated that when the elite class tries to steal from the working class they try to criminalize and villainize their leaders; what is going on behind closed doors? The question isn’t black vs. white, but who is stealing?

Council Member Jenkins had no comment.

Mayor Draper thanked everyone from coming out; He stated to vet what is coming from the microphones up here, just because someone says it does not make it true.

There being no further business to come before the meeting at that time Mayor Draper made a motion the meeting be adjourned. The motion was seconded by Council Member Reddick; and on call of the roll, the following vote was recorded: ayes: Council Members Jenkins, Reddick, Little and Draper nays: none. The motion carried and the meeting was adjourned at approximately 6:19 o’clock p.m.
FORMAL PUBLIC COMMENT
REQUEST TO BE PLACED ON THE CITY COUNCIL AGENDA

The City of Anniston would like to hear issues of importance brought by citizens of Anniston as it is in the best interest of the City that the Mayor and City Council be well-informed and prepared to address topics placed on the agenda. In order to better ensure that this process is efficient and effective, the City requires that citizens submit a written form outlining the subject matter about which they would like to speak. The Mayor may rule out of order personal, abusive or indecorous language or matters that the City has no purview over. Completion of this form does not entitle the Speaker to be added to the agenda.

Date of Request: 1/15/2019
Name of Person to Speak: Ralph Bradford Sr.
Title of Person to Speak: Citizen
Business / Organization: N/A
Address: 1614 Fawella Ave
City/State/Zip: Anniston, AL 36207
Telephone Number: ______________ Email Address: ______________
Have you addressed your issue(s) with City staff? Yes ___ No __
Have you addressed your issue(s) with the City Manager? Yes ___ No __
City Council Meeting Date: ________________________________

PURPOSE:
Brief summary / paragraph of topic: What yr'did the city changed from mayor-council to council-manager form of gov't - (2) did the citizen's vote for this form of gov't - (3) was this form of gov't pre-cleared by U.S. Justice Dep?

Signature: ____________________ Date: 1/15/2019

A request must be received by the City Manager ten (10) days prior to the requested City Council meeting date in order to include this form in the City Council packet. Please be sure to include a detailed summary of your presentation topic on this form or with your typed description. If presenting collateral materials (handouts, maps, fliers, etc.), eight (8) copies must be submitted with this form. If using other forms of media (PowerPoint Presentation, DVD, CD, etc.), the final version must be submitted electronically (or on flash drive/CD) with this form and no modifications will be accepted or allowed. It is understood that the City reserves the right to re-format the presentation to facilitate its use during the City Council meeting, but the City will not edit content.
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Reason for Denial:

________________________________________________________________________
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________________________________________________________________________
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________________________________________________________________________
ORDINANCE NO. 19-O-__

AN ORDINANCE DECLARING SURPLUS REAL PROPERTY 
AND AUTHORIZING CONVEYANCE OF THE SAME

WHEREAS, the City of Anniston does own and possess certain real property located at 1300 Walnut Avenue, Anniston, Alabama 36201, and more specifically described as follows:

See Exhibit A (Legal Description)

Parcel Number: 21-03-06-4-005-063.001
Pin Number: 18889

(referred to herein as the “Property”).

WHEREAS, the City of Anniston no longer needs or utilizes the Property for municipal or other public purposes;

WHEREAS, The Water Works and Sewer Board of the City of Anniston, Alabama (“Anniston Water Works”) has expressed its desire to purchase the Property for use in connection with its business and operations;

WHEREAS, the Council for the City of Anniston finds that it is in the best interests of the City and its citizens to sell the Property to Anniston Water Works, subject to the terms and conditions set forth below;

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Anniston, Alabama as follows:

1. Declaration of Surplus Real Property. It is hereby established and declared that the Property, as described above, is surplus real property that is no longer used or needed by the City for municipal purposes.

2. Conveyance of the Property to Anniston Water Works. The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Anniston, Alabama, a quitclaim deed granting, selling and conveying the Property to Anniston Water Works in consideration of Anniston Water Works’ payment of _____________________ Dollars ($_____.00), which shall be paid in hand to the City of Anniston, Alabama.

3. Effective Date. This ordinance shall become effective immediately upon its adoption and publication one (1) time in The Anniston Star, a newspaper of general circulation published in the City of Anniston, Alabama. The City Clerk is hereby ordered and directed to cause a copy of this ordinance to be published one time in said newspaper.

PASSED and ADOPTED on this ___ day of ________________, 2019.
CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA

By: __________________________
    Jack Draper, Mayor

By: __________________________
    Jay W. Jenkins, Council Member

By: __________________________
    David E. Reddick, Council Member

By: __________________________
    Benjamin L. Little, Council Member

By: __________________________
    Millie Harris, Council Member

ATTEST:

____________________________
Skyler Bass, City Clerk
EXHIBIT A

Legal Description:

A parcel of land located in the City of Anniston, Alabama, containing 1.676 acres, more or less, and being more particularly described as follows:

Commence at the point of intersection of the South right-of-way of West 14th Street and the West right-of-way of Walnut Avenue in the City of Anniston, Alabama; thence run Westerly along said South right-of-way for 154.32’ to the point of beginning of the parcel herein described; thence continue Westerly along the same line for 103.79’; thence with an interior angle to the right of 78°48’09”, run Southeasterly for 547.82’; thence with an interior angle to the right of 101°05’58”, run Easterly for 152.64’ to the point of intersection with the West right-of-way of Walnut Avenue; thence with an interior angle to the right of 90°00’00”, run Northerly along said right-of-way for 289.50’; thence with an interior angle to the right of 89°37’54”, run Westerly for 125.75’; thence with an interior angle to the right of 259°10’58”, run Northwesterly for 127.48’; thence with an interior angle to the right of 100°32’25”, run Westerly for 20.50’; thence with an interior angle to the right of 275°18’14”, run Northeasterly for 125.00’ to the point of beginning, forming an interior closure angle of 82°26’22”. Said parcel being subject to any easements or rights-of-way of record over or across said parcel; situated, lying and being in Calhoun County, Alabama.

Less and except the grantor’s right, title and interest in and to the former Norfolk Southern railroad bed which lies adjacent to and west of the above described parcel, which the grantor reserves and retains for itself.
RESOLUTION TO WAIVE AND RELEASE NUISANCE ABATEMENT CONTRACT

WHEREAS, the City of Anniston entered into a Nuisance Abatement Contract with Sammie L. Fears, Sr. on May 18, 2011 (the “Contract”);

WHEREAS, pursuant to the Contract, Mr. Fears agreed to pay to the City all costs associated with the City’s abatement of the nuisance condition existing on the real property located at 521 South Leighton Avenue (the “Property”), namely the demolition and removal of the unsafe structure(s) on the property;

WHEREAS, upon further examination, the City has determined that Mr. Fears was not financially responsible for payment of the City’s costs to abate the nuisance condition on the Property;

WHEREAS, the City desires to relieve Mr. Fears of his obligations under the Contract;

NOW THEREFORE, BE IT RESOLVED by the Council for the City of Anniston, Alabama as follows:

The City hereby releases, waives and forgives Sammie L. Fears, Sr. from any further obligations with respect to the Contract, including any promise, commitment or responsibility to pay the remaining balance owed towards the City’s costs to abate the nuisance condition on the Property. The City further releases, waives and forgives any liens and claims against the Property with respect to the City’s costs to abate the nuisance condition at issue in the Contract.

PASSED and ADOPTED on this the ___ day of ________________, 2019.

CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA

______________________________
Jack Draper, Mayor

______________________________
Jay W. Jenkins, Council Member

______________________________
David E. Reddick, Council Member

______________________________
Benjamin L. Little, Council Member

______________________________
Millie Harris, Council Member

ATTESTED

______________________________
Skyler Bass, City Clerk
RESOLUTION NO. 19-R__

RESOLUTION TO EXCEPT CELL TOWER PROJECT FROM ONGOING MORATORIUM

WHEREAS, the Council has previously placed a moratorium on the permitting and construction of macro cell tower facilities within the City of Anniston so as to allow for the development of appropriate land use regulations with respect those facilities in the future;

WHEREAS, AT&T of Alabama desires to place a macro cell tower in North Anniston in the vicinity of Fort McClellan to service the Federal Emergency Management Agency;

WHEREAS, AT&T’s FEMA project is related to FirstNet, which is intended to provide a new high-speed, nationwide broadband network dedicated to public safety;

WHEREAS, the Council finds that AT&T’s FEMA project will serve an unique, time-sensitive public safety concern and desires to allow the project to proceed to permitting despite the existing moratorium on new macro cell tower facilities;

NOW THEREFORE, BE IT RESOLVED by the Council for the City of Anniston, Alabama as follows:

The Council hereby excepts AT&T of Alabama’s FEMA project, as described in the recitals above, from the previously adopted moratorium on the permitting of new macro cell towers within the City of Anniston. The exception granted herein is needed to meet an important, federal public safety concern. Otherwise, the moratorium previously adopted by the Council shall remain in full force in effect and without modification.

PASSED and ADOPTED on this the ___ day of ______________, 2019.

CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA

____________________________
Jack Draper, Mayor

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Jay W. Jenkins, Council Member

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David E. Reddick, Council Member

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Benjamin L. Little, Council Member

____________________________
Millie Harris, Council Member

ATTESTED

____________________________
Skyler Bass, City Clerk
RESOLUTION NO. 19-R-___

A RESOLUTION APPROVING FINANCING TERMS WITH BRANCH BANKING AND TRUST COMPANY

WHEREAS: The City of Anniston, Alabama ("City") has previously determined to undertake a project for the purchase of various vehicles and equipment (the "Project"), and the officer of the City responsible for the financial affairs of the City (the "Finance Officer") has now presented a proposal for the financing of such Project.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Anniston, Alabama, as follows:

Section 1. The City hereby determines to finance the Project through Branch Banking and Trust Company ("BB&T"), in accordance with the proposal (and any amendments) dated January 10, 2019. The amount financed shall not exceed $475,000.00, annual interest rate (in the absence of default or change in tax status) shall not exceed 3.05%, and the financing term shall not exceed three (3) years from closing.

Section 2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the City are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution. The Financing Documents shall include a Financing Agreement and a Project Fund Agreement as BB&T may request.

Section 3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by City officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the document's final form.

Section 4. The City shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations under the financing Documents. The City hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

Section 5. The City intends that the adoption of this resolution will be a declaration of the City's official intent to reimburse expenditures for the Project that is to be financed from the proceeds of the BB&T financing described above. The City intends that funds that have been advanced, or that may be advanced, from the City's general fund, or any other City fund related to the Project, for Project costs may be reimbursed from the financing proceeds.

Section 6. The officers of the City and any person or persons designated and authorized by any officer of the City to act in the name and on behalf of the City, or any one or more of them, are
authorized to do and perform or cause to be done and performed in the name and on behalf of the City such other acts, to pay or cause to be paid on behalf of the City such related costs and expenses, and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, requests, demands, directions, consents, approvals, orders, applications, certificates, agreements, further assurances, or other instruments or communications, under the corporate seal of the City, or otherwise, as they or any of them may deem necessary, advisable, or appropriate in order to (a) complete the plan of financing contemplated by the Financing Documents, (b) carry into effect the intent of the provisions of this resolution and the Financing Documents, and (c) demonstrate the validity of the Financing Documents, the absence of any pending or threatened litigation with respect to the Financing Documents and the plan of financing contemplated by the Financing Documents, and the exemption of interest on the interest payment obligations under the Financing Documents from federal and State of Alabama income taxation.

Section 7. All prior actions of City officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

PASSED AND ADOPTED this the _____ day of ____________, 2019.

CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA

BY: ________________________________
   Jack Draper, Mayor

BY: ________________________________
   Jay W. Jenkins, Council Member

BY: ________________________________
   David E. Reddick, Council Member

BY: ________________________________
   Benjamin L. Little, Council Member

BY: ________________________________
   Millie Harris, Council Member

ATTEST:

______________________________
Skyler Bass, City Clerk
FINANCING AGREEMENT

THIS FINANCING AGREEMENT (this “Agreement”) is dated as of January ___, 2019, and is between the CITY OF ANNISTON, ALABAMA, a municipality of the State of Alabama (the “Governmental Entity”), and BRANCH BANKING AND TRUST COMPANY (“BB&T”).

RECITALS:

The Governmental Entity has the power, pursuant to Chapter 16A of Title 41 of the Code of Alabama (1975), to enter into installment contracts to finance the purchase or improvement of personal property and to secure its obligations under such contracts by security interests in all or a portion of the property purchased or improved. This Agreement provides for BB&T to advance $475,000.00 to the Governmental Entity to enable the Governmental Entity to acquire and install the Equipment (as defined below), and provides for securing the Governmental Entity’s obligations under this Agreement by creating certain security interests in favor of BB&T.

NOW THEREFORE, for and in consideration of the mutual promises in this Agreement, and other good and valuable consideration, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS; INTERPRETATION

Unless the context clearly requires otherwise, capitalized terms used in this Agreement and not otherwise defined shall have the following meanings:

“Additional Payments” means any of BB&T’s reasonable and customary fees and expenses related to the transactions contemplated by this Agreement, any of BB&T’s expenses (including attorneys’ fees) in prosecuting or defending any action or proceeding in connection with this Agreement, any required license or permit fees, state and local sales and use or ownership taxes or property taxes which BB&T is required to pay as a result of this Agreement, inspection and re-inspection fees, and any other amounts payable by the Governmental Entity (or paid by BB&T on the Governmental Entity’s behalf) as a result of its covenants under this Agreement (together with interest that may accrue on any of the above if the Governmental Entity shall fail to pay the same, as set forth in this Agreement).

“Alabama Governmental Leasing Act” means Chapter 16A of Title 41 of the Code of Alabama (1975), as amended from time to time, or any successor provision of law.

“Amount Advanced” has the meaning assigned in Section 2.02.
“Bond Counsel Opinion” means a written opinion (in form and substance acceptable to BB&T) of an attorney or firm of attorneys acceptable to BB&T.

“Budget Officer” means the Governmental Entity officer from time to time charged with preparing the Governmental Entity’s draft budget as initially submitted to the Governing Board for its consideration.

“Business Day” means any day on which banks in the State are not by law authorized or required to remain closed.

“Closing Date” means the date on which this Agreement is first executed and delivered by the parties.

“Code” means the Internal Revenue Code of 1986, as amended, including regulations, rulings and revenue procedures promulgated thereunder or under the Internal Revenue Code of 1954, as amended, as applicable to the Governmental Entity’s obligations under this Agreement and all proposed (including temporary) regulations which, if adopted in the form proposed, would apply to such obligations. Reference to any specific Code provision shall be deemed to include any successor provisions thereto.

“Equipment” has the meaning assigned in Section 2.03, and is generally expected to include the personal property described in Exhibit A.

“Event of Default” means one or more events of default as defined in Section 6.01.

“Event of Nonappropriation” means any failure by the Governing Board to adopt, by the first day of any Fiscal Year, a budget for the Governmental Entity that includes an appropriation for Required Payments as contemplated by Section 3.05.

“Fiscal Year” means the Governmental Entity’s fiscal year beginning October 1, or such other fiscal year as the Governmental Entity may later lawfully establish.

“Governing Board” means the Governmental Entity’s governing board or body as from time to time constituted.

“Governmental Entity” means the City of Anniston, Alabama.

“Governmental Entity Representative” means the Governmental Entity’s Finance Director or such other person or persons at the time designated, by a written certificate furnished to BB&T and signed on the Governmental Entity’s behalf by the presiding officer of the Governmental Entity’s Governing Board, to act on the Governmental Entity’s behalf for any purpose (or any specified purpose) under this Agreement.

“Installment Payments” means the payments payable by the Governmental Entity pursuant to Section 3.01.

“Net Proceeds,” when used with respect to any amounts derived from claims made on account of insurance coverages required under this Agreement, any condemnation award arising out
of the condemnation of all or any portion of the Equipment, or any amounts received in lieu or in settlement of any of the foregoing, means the amount remaining after deducting from the gross proceeds thereof all expenses (including attorneys’ fees and costs) incurred in the collection of such proceeds, and after reimbursement to the Governmental Entity or BB&T for amounts previously expended to remedy the event giving rise to such payment or proceeds.

“Obligations” means the Governmental Entity’s obligations to pay Installment Payments.

“Payment Dates” means the dates indicated in Exhibit B.

“Prime Rate” means the interest rate so denominated and set by Branch Banking & Trust Company of North Carolina (whether or not such bank, or any affiliate thereof, is at any time the counterparty to this Agreement) as its “Prime Rate,” as in effect from time to time.

“Project Costs” means all costs of designing, planning, acquiring and installing the Equipment as determined in accordance with generally accepted accounting principles and that will not adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Installment Payments payable by the Governmental Entity under this Agreement, including (a) sums required to reimburse the Governmental Entity or its agents for advances for any such costs, (b) interest during the period of the acquisition and installation of the Equipment and for up to six months thereafter, and (c) all costs related to the financing of the Equipment through this Agreement and all related transactions.

“Required Payments” means Installment Payments and Additional Payments.

“State” means the State of Alabama.

“UCC” means the Uniform Commercial Code or any successor law as in effect from time to time in the State, currently Title 7 of the Code of Alabama (1975).

All references in this Agreement to designated “Sections” and other subdivisions are to the designated sections and other subdivisions of this Agreement. The words “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision unless the context indicates otherwise. Words importing the singular number shall include the plural number and vice versa.

ARTICLE II
SECURITY PROVIDED BY THIS AGREEMENT; ADVANCE

2.01. **Security for Payment and Performance.** This Agreement secures the Governmental Entity’s payment, as and when the same shall become due and payable, of all Required Payments and the Governmental Entity’s timely compliance with all terms, covenants and conditions of this Agreement.

2.02. **Advance.** BB&T advances $475,000.00 (the “Amount Advanced”) to the Governmental Entity on the Closing Date, and the Governmental Entity hereby accepts the Amount
Advanced from BB&T. BB&T is paying the full amount of the Amount Advanced to the Governmental Entity simultaneously with the execution and delivery of this Agreement.

2.03. **UCC Security Agreement.**

(a) This Agreement is intended as and constitutes a security agreement pursuant to the UCC with respect all property acquired by the Governmental Entity with funds advanced by BB&T pursuant to this Agreement, all personal property obtained in substitution or replacement therefor and all personal property obtained in substitution or replacement for any portion of the Equipment, and all proceeds of the foregoing (collectively, the “Equipment”). The Governmental Entity hereby grants to BB&T a security interest in the Equipment to secure the Required Payments.

(b) The Governmental Entity shall allow BB&T to deliver and file, or cause to be filed, in such place or places as may be required by law, financing statements (including any continuation statements required by the UCC or determined by BB&T) in such form as BB&T may reasonably require to perfect and continue the security interest in the Equipment.

2.04. **Nature of Governmental Entity’s Obligations.**

(a) The parties intend that this transaction comply with the Alabama Governmental Leasing Act. The indebtedness evidenced by this Agreement shall be a general obligation of the Governmental Entity for the payment of the Required Payments on which the full faith and credit of the Governmental Entity are hereby irrevocably pledged. The Governmental Entity hereby covenants and agrees to levy and collect taxes, to the maximum extent permitted by law, at such rate or rates as shall make available tax proceeds, to the maximum extent permitted by law, at such rate or rates as shall make available tax proceeds which, when added to the revenues of the Governmental Entity from other sources available for such purposes, will be sufficient to pay reasonable expenses of carrying on the necessary governmental functions of the Governmental Entity and to pay the Required Payments under this Agreement as the same shall become due and payable. To the extent of any conflict between this Section and any other provision of this Agreement, this Section shall take priority.

(b) Nothing in this Section is intended to impair or prohibit execution on the Equipment if the Required Payments are not paid when due or otherwise upon the occurrence of an Event of Default under this Agreement.

2.05. **Governmental Entity’s Continuing Obligations.** The Governmental Entity shall remain liable for full performance of all its covenants under this Agreement (subject to the limitations described in Section 2.04), including payment of all Required Payments, notwithstanding the occurrence of any event or circumstances whatsoever, including any of the following:

(a) BB&T’s waiver of any right granted or remedy available to it;

(b) The forbearance or extension of time for payment or performance of any obligation under this Agreement, whether granted to the Governmental Entity, a subsequent owner of the Equipment or any other person;
The release of all or part of the Equipment or the release of any party who assumes all or any part of such performance;

Any act or omission by BB&T (but this provision does not relieve BB&T of any of its obligations under this Agreement);

The sale of all or any part of the Equipment; or

Another party’s assumption of the Governmental Entity’s obligations under this Agreement.

ARTICLE III

GOVERNMENTAL ENTITY’S PAYMENT OBLIGATION AND RELATED MATTERS

3.01. Installment Payments. The Governmental Entity shall repay the Amount Advanced by making Installment Payments to BB&T in lawful money of the United States at the times and in the amounts set forth in Exhibit B, except as otherwise provided in this Agreement. As indicated in Exhibit B, the Installment Payments reflect the repayment of the Amount Advanced and include designated interest components.

3.02. Additional Payments. The Governmental Entity shall pay all Additional Payments on a timely basis directly to the person or entity to which such Additional Payments are owed in lawful money of the United States.

3.03. Prepayment. The Governmental Entity may prepay the outstanding principal component of the Amount Advanced, at its option with thirty (30) days notice, at any time, in whole but not in part, by paying (a) all Additional Payments then due and payable, (b) all interest accrued and unpaid to the prepayment date, and (c) 100% of the outstanding principal amount.

3.04. Late Payments. If the Governmental Entity fails to pay any Installment Payment when due, the Governmental Entity shall pay additional interest on the principal component of the late Installment Payment (as permitted by law) at an annual rate equal to the Prime Rate from the original due date.

3.05. Appropriations.

(a) The Budget Officer shall include in the initial proposal for each of the Governmental Entity’s annual budgets the amount of all Installment Payments and estimated Additional Payments coming due during the Fiscal Year to which such budget applies. Notwithstanding that the Budget Officer includes such an appropriation or otherwise lawfully sets aside funds for Required Payments in a proposed budget, the Governing Board may determine not to include an appropriation or not to set aside funds in the Governmental Entity’s final budget for such Fiscal Year. If the Governing Board determines not to include an appropriation or not to set aside funds for Required Payments in a proposed budget in the Governmental Entity’s final budget for such Fiscal Year, the parties hereby stipulate that this Agreement shall terminate without further
monetary obligation on the part of the Governmental Entity at the close of the Fiscal Year immediately prior to the Fiscal Year with respect to which such final budget relates.

(b) The Budget Officer shall deliver to BB&T, within 15 days after the beginning of each Fiscal Year, a certificate stating whether an amount equal to the Installment Payments and estimated Additional Payments coming due during the next Fiscal Year has been appropriated by the Governmental Entity in such budget for such purposes.

(c) The actions required of the Governmental Entity and its officers pursuant to this Section shall be deemed to be and shall be construed to be in fulfillment of ministerial duties, and it shall be the duty of each and every Governmental Entity official to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the Governmental Entity to carry out and perform the actions required pursuant to this Section and the remainder of this Agreement to be carried out and performed by the Governmental Entity.

(d) The Governmental Entity reasonably believes that it can obtain funds sufficient to pay all Required Payments when due and hereby covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which all Required Payments may be made. It is the Governmental Entity’s intent to make all Required Payments when due if funds are legally available therefor.

(e) The Governmental Entity agrees (i) that it will not cancel this Agreement under the provisions of this Section 3.05 if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment performing functions similar to the Equipment for the fiscal period in which such termination occurs or the next succeeding Fiscal Year thereafter, and (ii) that it will not, during a period of five (5) years after such termination occurs, appropriate funds or otherwise give priority in the application of funds to any other functionally similar equipment. This Section 3.05 will not be construed so as to permit the Governmental Entity to terminate this Agreement in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the same function for which the Equipment is intended.

3.06. No Abatement. There shall be no abatement or reduction of the Required Payments for any reason, including, but not limited to, any defense, recoupment, setoff, counterclaim, or any claim (real or imaginary) arising out of or related to the Equipment, except as expressly provided in this Agreement. The Governmental Entity assumes and shall bear the entire risk of loss and damage to the Equipment from any cause whatsoever. The Installment Payments shall be made in all events unless the Governmental Entity’s obligation to make Installment Payments is terminated as otherwise provided in this Agreement.

3.07. Interest Rate and Payment Adjustment.

(a) “Rate Adjustment Event” means any action by the Internal Revenue Service (including the delivery of a deficiency notice) or any other federal court or administrative body determining (i) that the interest component of Installment Payments, or any portion thereof, is includable in any counterparty’s gross income for federal income tax purposes or (ii) that the Governmental Entity’s obligations under this Agreement are not “qualified tax-exempt obligations” within the meaning of Code Section 265 (a “265 Event”), in any case as a result of any
misrepresentation by the Governmental Entity or as a result of any action the Governmental Entity takes or fails to take.

(b) Upon any Rate Adjustment Event, (i) the unpaid principal portion of the Amount Advanced shall continue to be payable on dates and in amounts as set forth in Exhibit B, but (ii) the interest components of the Installment Payments shall be recalculated, at an interest rate equal to an annualized interest rate equal to the Prime Rate plus 2% (200 basis points), to the date (retroactively, if need be) determined pursuant to the Rate Adjustment Event to be the date interest became includable in any counterparty’s gross income for federal income tax purposes (in the case of a 265 Event, retroactively to the Closing Date).

(c) The Governmental Entity shall pay interest at such adjusted rate (subject to credit for interest previously paid) to each affected counterparty, notwithstanding the fact that any particular counterparty may not be a counterparty to this Agreement on the date of a Rate Adjustment Event. The Governmental Entity shall additionally pay to all affected counterparties any interest, penalties or other charges assessed against or payable by such counterparty and attributable to a Rate Adjustment Event notwithstanding the prior repayment of the entire Amount Advanced or any transfer to another counterparty.

ARTICLE IV

GOVERNMENTAL ENTITY’S COVENANTS, REPRESENTATIONS AND WARRANTIES

4.01. Indemnification. To the extent permitted by law, the Governmental Entity shall indemnify, protect and save BB&T and its officers and directors harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including attorneys’ fees, arising out of, connected with, or resulting directly or indirectly from the Equipment or the transactions contemplated by this Agreement, including without limitation the possession, condition or use of the Equipment. The indemnification arising under this Section shall survive the Agreement’s termination.

4.02. Covenant as to Tax Exemption.

(a) The Governmental Entity shall not take or permit, or omit to take or cause to be taken, any action that would cause its obligations under this Agreement to be “arbitrage bonds” or “private activity bonds” within the meaning of the Code, or otherwise adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Installment Payments to which such components would otherwise be entitled. If the Governmental Entity should take or permit, or omit to take or cause to be taken, any such action, the Governmental Entity shall take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

(b) In particular, the Governmental Entity covenants that it shall not permit the Amount Advanced, plus the investment earnings thereon (the “Proceeds”), to be used in any manner that would result in 5% or more of the Installment Payments being directly or indirectly secured by an interest in property, or derived from payments in respect of property or borrowed money, being in
either case used in a trade or business carried on by any person other than a governmental unit, as provided in Code Section 141(b), or result in 5% or more of the Proceeds being used directly or indirectly to make or finance loans to any persons other than a governmental unit, as provided in Code Section 141(c); provided, however, that if the Governmental Entity receives a Bond Counsel Opinion that compliance with any such covenant is not required to prevent the interest component of Installment Payments from being includable in the counterparty’s gross income for federal income tax purposes under existing law, the Governmental Entity need not comply with such covenant.

(c) Unless the Governmental Entity qualifies for one or more exceptions to the arbitrage rebate requirement with respect to this financing, the Governmental Entity shall provide for the rebate to the United States of (i) at least 90% of the required rebate amount (A) on or before 60 days after the date that is five years from the Closing Date, and (B) at least once during each five years thereafter while the Obligations remain outstanding, and (ii) the entire required rebate amount on or before 60 days after the date of final payment of the Obligations. Payments shall be made in the manner prescribed by the Internal Revenue Service. The Governmental Entity shall cause the required rebate amount to be recomputed as of each fifth anniversary of the Closing Date, and again as of the date of final payment of the Obligations. The Governmental Entity shall provide BB&T with a copy of the results of such computation within 20 days after the end of each computation period or final payment of the Obligations. Each computation shall be prepared or approved, at the Governmental Entity’s expense, by a person with experience in matters of accounting for federal income tax purposes, a bona fide arbitrage rebate calculating and reporting service, or nationally recognized bond counsel, in any case reasonably acceptable to BB&T. The Governmental Entity shall engage such rebate consultant to perform the necessary calculations not less than 60 days prior to the date of the required payment.

(d) The Governmental Entity acknowledges that its personnel must be familiar with the arbitrage rebate rules, because the tax-exempt status of the interest on the Obligations depends upon continuing compliance with such rules. The Governmental Entity therefore covenants to take all reasonable action to assure that Governmental Entity personnel responsible for the investment of and accounting for financing proceeds comply with such rules.

4.03. Validity of Organization and Acts. The Governmental Entity is validly organized and existing under State law, has full power to enter into this Agreement and has duly authorized and has obtained all required approvals and all other necessary acts required prior to the execution and delivery of this Agreement. This Agreement is a valid, legal and binding obligation of the Governmental Entity.

4.04. Maintenance of Existence. The Governmental Entity shall maintain its existence, shall continue to be a local governmental unit of the State, validly organized and existing under State law, and shall not consolidate with or merge into another local governmental unit of the State, or permit one or more other local governmental units of the State to consolidate with or merge into it, unless the local governmental unit thereby resulting assumes the Governmental Entity’s obligations under this Agreement.

4.05. Acquisition of Permits and Approvals. All permits, consents, approvals or authorizations of all governmental entities and regulatory bodies, and all filings and notices required on the Governmental Entity’s part to have been obtained or completed as of today in
connection with the authorization, execution and delivery of this Agreement, the consummation of
the transactions contemplated by this Agreement and the acquisition and installation of the
Equipment have been obtained and are in full force and effect, and there is no reason why any
future required permits, consents, approvals, authorizations or orders cannot be obtained as needed.

4.06. **No Breach of Law or Contract.** Neither the execution and delivery of this
Agreement nor the consummation of the transactions contemplated by this Agreement, nor the
fulfillment of or compliance with the terms and conditions of this Agreement, (a) to the best of the
Governmental Entity’s knowledge, constitutes a violation of any provision of law governing the
Governmental Entity or (b) results in a breach of the terms, conditions or provisions of any contract,
agreement or instrument or order, rule or regulation to which the Governmental Entity is a party or
by which the Governmental Entity is bound.

4.07. **No Litigation.** There is no litigation or any governmental administrative
proceeding to which the Governmental Entity (or any official thereof in an official capacity) is a
party that is pending or, to the best of the Governmental Entity’s knowledge after reasonable
investigation, threatened with respect to (a) the Governmental Entity’s organization or existence,
(b) its authority to execute and deliver this Agreement or to comply with the terms of this
Agreement, (c) the validity or enforceability of this Agreement or the transactions contemplated by
this Agreement, (d) the title to office of any Governing Board member or any other Governmental
Entity officer, (e) any authority or proceedings relating to the Governmental Entity’s execution or
delivery of this Agreement, or (f) the undertaking of the transactions contemplated by this
Agreement.

4.08. **No Current Default or Violation.** (a) The Governmental Entity is not in violation
of any existing law, rule or regulation applicable to it, (b) the Governmental Entity is not in default
under any contract, other agreement, order, judgment, decree or other instrument or restriction of
any kind to which the Governmental Entity is a party or by which it is bound or to which any of its
assets are subject, including this Agreement, and (c) no event or condition has happened or existed,
or is happening or existing, under the provisions of any such instrument, including this Agreement,
which constitutes or which, with notice or lapse of time, or both, would constitute an event of
default hereunder or thereunder.

4.09. **No Misrepresentation.** No representation, covenant or warranty by the
Governmental Entity in this Agreement is false or misleading in any material respect.

4.10. **Environmental Warranties and Indemnification.**

(a) The Governmental Entity warrants and represents to BB&T that, to the best of the
Governmental Entity’s knowledge after thorough investigation, the Equipment is not now and has
not ever been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer,
produce or process Hazardous Materials.

(b) The Governmental Entity covenants that the Equipment shall be kept free of
Hazardous Materials and shall not be used to generate, manufacture, refine, transport, treat, store,
handle, dispose, transfer, produce or process Hazardous Materials, except in connection with the
normal maintenance and operation of the Equipment, and the Governmental Entity shall not cause
or permit, as a result of any intentional or unintentional act or omission on the part of the
Governmental Entity or any lessee, the release of Hazardous Materials onto the Equipment or suffer the presence of Hazardous Materials on the Equipment, except in connection with the normal maintenance and operation of the Equipment.

(c) The Governmental Entity shall comply with, and ensure compliance by all users and lessees with, all applicable federal, State and local laws, ordinances, rules and regulations with respect to Hazardous Materials and shall keep the Equipment free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations. If the Governmental Entity receives any notices from any governmental agency or any lessee with regard to Hazardous Materials on, from or affecting the Equipment, the Governmental Entity shall immediately notify BB&T. The Governmental Entity shall conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Equipment in accordance with all applicable federal, State and local laws, ordinances, rules, regulations and policies and to BB&T’s satisfaction.

(d) “Hazardous Materials” means any explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials, asbestos or any materials containing asbestos, or any other substance or material as defined by any federal, State or local environmental law, ordinance, rule or regulation including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. sections 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. sections 9601 et seq.), and the regulations adopted and publications promulgated pursuant thereto.

(e) To the extent permitted by law, the Governmental Entity shall indemnify and hold BB&T harmless from and against (i) any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys’, consultants’ or experts’ fees and expenses) of every kind and nature suffered by or asserted against BB&T as a direct or indirect result of any warranty or representation made by the Governmental Entity in subsections (a) through (c) above being false or untrue in any material respect, or (ii) any requirement under any law, regulation or ordinance, local, State or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances by BB&T or the Governmental Entity or any transferee or assignee BB&T or the Governmental Entity.

(f) The Governmental Entity’s obligations under this Section shall continue in full force and effect notwithstanding full payment of the Required Payments or execution on the security interests created under this Agreement.

4.11. Further Instruments. Upon BB&T’s request, the Governmental Entity shall execute, acknowledge and deliver such further instruments reasonably necessary or desired by BB&T to carry out more effectively the purposes of this Agreement or any other document related to the transactions contemplated by this Agreement, and to subject to the liens and security interests hereof and thereof all or any part of the Equipment intended to be given or conveyed hereunder or thereunder, whether now given or conveyed or acquired and conveyed subsequent to the date of this Agreement.
4.12. **BB&T’s Advances for Performance of Governmental Entity’s Obligations.** If the Governmental Entity fails to perform any of its obligations under this Agreement, BB&T is hereby authorized, but not obligated, to perform such obligation or cause it to be performed. All expenditures incurred by BB&T (including any advancement of funds for payment of taxes, insurance premiums or other costs of maintaining the Equipment, and any associated legal or other expenses), together with interest thereon at the Prime Rate, shall be secured as Additional Payments under this Agreement. The Governmental Entity promises to pay all such amounts to BB&T immediately upon demand.

4.13. **Equipment Will Be Used and Useful.** The acquisition and installation of the Equipment is necessary and expedient for the Governmental Entity, and will perform essential functions of the Governmental Entity appropriate for units of local government. The Governmental Entity has an immediate need for, and expects to make immediate use of, all of the Equipment, and does not expect such need or use to diminish in any material respect during the term of the Agreement. The Equipment will not be used in any private business or put to any private business use.

4.14. **Financial Information.**

(a) The Governmental Entity shall send to BB&T a copy of the Governmental Entity’s audited financial statements for each Fiscal Year within 30 days of the Governmental Entity’s acceptance of such statements, but in any event within 270 days of the completion of such Fiscal Year.

(b) The Governmental Entity shall furnish BB&T, at such reasonable times as BB&T shall request, all other financial information (including, without limitation, the Governmental Entity’s annual budget as submitted or approved) as BB&T may reasonably request. The Governmental Entity shall permit BB&T or its agents and representatives to inspect the Governmental Entity’s books and records and make extracts therefrom.

4.15. **Taxes and Other Governmental Charges.** The Governmental Entity shall pay, as Additional Payments, the full amount of all taxes, assessments and other governmental charges lawfully made by any governmental body during the term of this Agreement. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the Governmental Entity shall be obligated to provide for Additional Payments only for such installments as are required to be paid during the Agreement term. The Governmental Entity shall not allow any liens for taxes, assessments or governmental charges with respect to the Equipment or any portion thereof to become delinquent (including, without limitation, any taxes levied upon the Equipment or any portion thereof which, if not paid, will become a charge on any interest in the Equipment, including BB&T’s interest, or the rentals and revenues derived therefrom or hereunder).

4.16. **Governmental Entity’s Insurance.**

(a) The Governmental Entity shall, at its own expense, acquire, carry and maintain broad-form extended coverage property damage insurance with respect to all Equipment in an amount equal to the actual cash value of the Equipment. Such property damage insurance shall include BB&T as loss payee. The Governmental Entity shall provide evidence of such coverage to
BB&T promptly upon installation of the Equipment. Any Net Proceeds of the insurance required by this subsection (a) shall be payable as provided in Section 5.15.

(b) The Governmental Entity shall, at its own expense, acquire, carry and maintain comprehensive general liability insurance and automobile liability insurance, as applicable, in an amount not less than $1,000,000 for personal injury or death and $1,000,000 for property damage.

(c) The Governmental Entity shall also maintain workers’ compensation insurance issued by a responsible carrier authorized under State law to insure the Governmental Entity against liability for compensation under applicable State law as in effect from time to time.

(d) All insurance shall be maintained with generally recognized responsible insurers and may carry reasonable deductible or risk-retention amounts. All such policies shall be deposited with BB&T, provided that in lieu of such policies there may be deposited with BB&T a certificate or certificates of the respective insurers attesting the fact that the insurance required by this Section is in full force and effect. Prior to the expiration of any such policy, the Governmental Entity shall furnish BB&T evidence satisfactory to BB&T that the policy has been renewed or replaced or is no longer required by this Agreement.

(e) No Governmental Entity agent or employee shall have the power to adjust or settle any property damage loss greater than $50,000 with respect to the Equipment, whether or not covered by insurance, without BB&T’s prior written consent.

(f) BB&T shall not be responsible for the sufficiency or adequacy of any required insurance and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by BB&T.

(g) The Governmental Entity shall deliver to BB&T annually by January 30 of each year a certificate stating that the risk coverages required by this Agreement are in effect, and stating the carriers, policy numbers, coverage limits and deductible or risk-retention amounts for all such coverages.

ARTICLE V
THE EQUIPMENT

5.01. Acquisition and Installation. The Governmental Entity shall comply with the provisions of Title 39 of the Code of Alabama (1975) or Chapter 16 of Title 41 of the Code of Alabama (1975), accept all portions of the Equipment when properly delivered, provide for the proper installation thereof and thereafter promptly place each such portion in service.

5.02. Changes in Location. The Governmental Entity shall promptly inform BB&T if any component of the Equipment shall be moved from the location designated for such Equipment at the time of its acquisition.

5.03. Acquisition and Installation within Funds Available. The Governmental Entity represents that, based upon its examination of the plans and specifications for the Equipment,
estimated installation costs and the Equipment’s anticipated configuration, the Equipment can be acquired and installed for a total price within the total amount of funds to be available therefor from the Amount Advanced, income anticipated to be derived from the investment thereof (if any) and other funds previously identified and designated for such purposes. If the total amount available for such purposes shall be insufficient to pay the entire cost of acquiring and installing the Equipment, the Governmental Entity promises to pay any such excess costs, with no resulting reduction or offset in the amounts otherwise payable by the Governmental Entity under this Agreement.

5.04. **Disclaimer of Warranties.**

   (a) The Governmental Entity agrees that BB&T has not designed the Equipment, that BB&T has not supplied any plans or specifications with respect thereto and that BB&T (a) is not a manufacturer of, nor a dealer in, any of the component parts of the Equipment or similar Equipment, (b) has not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Equipment or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Equipment or any component part thereof or any property or rights relating thereto at any stage of the acquisition, installation and equipping thereof, (c) has not at any time had physical possession of the Equipment or any component part thereof or made any inspection thereof or of any property or rights relating thereto, and (d) has not made any warranty or other representation, express or implied, that the Equipment or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which the Governmental Entity intends therefor, or (iii) is safe in any manner or respect.

   (b) **BB&T makes no express or implied warranty or representation of any kind whatsoever with respect to the Equipment or any component part thereof, including but not limited to any warranty or representation with respect to the merchantability or the fitness or suitability thereof for any purpose, and further including the design or condition thereof; the safety, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the Equipment’s ability to perform any function; that the Amount Advanced will be sufficient to pay all costs of the acquisition and installation of the Equipment; or any other characteristic of the Equipment; it being agreed that the Governmental Entity is to bear all risks relating to the Equipment, the installation thereof and the transactions contemplated by this Agreement, and the Governmental Entity hereby waives the benefits of any and all implied warranties and representations of BB&T.**

   (c) The provisions of this Section shall survive the Agreement’s termination.

5.05. **Right of Entry and Inspection.**

   (a) BB&T and its representatives and agents shall have the right to enter upon the Governmental Entity’s property and inspect the Equipment from time to time during installation and after the completion of installation, and the Governmental Entity shall cause any vendor, contractor or sub-contractor to cooperate with BB&T and its representatives and agents during such inspections.
(b) No right of inspection or approval granted in this Section shall be deemed to impose upon BB&T any duty or obligation whatsoever to undertake any inspection or to make any approval. No inspection made or approval given by BB&T shall be deemed to impose upon BB&T any duty or obligation whatsoever to identify or correct any defects in the Equipment or to notify any person with respect thereto, and no liability shall be imposed upon BB&T, and no warranties (either express or implied) are made by BB&T as to the quality or fitness of any improvement, any such inspection and approval being made solely for BB&T’s benefit.

5.06. Compliance with Requirements.

(a) The Governmental Entity shall cause the Equipment to be installed in a careful manner and in compliance with all applicable legal requirements.

(b) The Governmental Entity shall observe and comply promptly with all current and future requirements relating to the Equipment’s use or condition imposed by (i) any judicial, governmental or regulatory body having jurisdiction over the Equipment or any portion thereof or (ii) any insurance company writing a policy covering the Equipment or any portion thereof, whether or not any such requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Equipment.

(c) The Governmental Entity shall obtain and maintain in effect all licenses and permits required for the Equipment’s operation.

(d) The Governmental Entity shall in no event use the Equipment or any part thereof, nor allow the same to be used, for any unlawful purpose, or suffer any act to be done or any condition to exist with respect to the Equipment or any part thereof, nor any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance then in force with respect thereto.

5.07. Use and Operation. The Governmental Entity shall use and operate the Equipment and related property as set forth on Exhibit A hereto, and for no other purpose unless required by law. The Governmental Entity shall be solely responsible for the Equipment’s operation, and shall not contract with any other person or entity for the Equipment’s operation.

5.08. Maintenance and Repairs; Additions.

(a) The Governmental Entity shall keep the Equipment in good order and repair (reasonable wear and tear excepted) and in good operating condition, shall not commit or permit any waste or any other thing to occur whereby the value or usefulness of the Equipment might be impaired, and shall make from time to time all necessary or appropriate repairs, replacements and renewals.

(b) The Governmental Entity may, also at its own expense, make from time to time any additions, modifications or improvements to the Equipment that it may deem desirable for its governmental or proprietary purposes and that do not materially impair the effective use, nor materially decrease the value or substantially alter the intended use, of the Equipment. The
Governmental Entity shall do, or cause to be done, all such things as may be required by law in order fully to protect the security of and all BB&T’s rights under this Agreement.

(c) Any and all additions to or replacements of the Equipment and all parts thereof shall constitute accessions to the Equipment and shall be subject to all the terms and conditions of this Agreement and included in the “Equipment” for the purposes of this Agreement.

(d) Notwithstanding the provisions of subsection (c) above, however, the Governmental Entity may, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in or on the Equipment. All such property shall remain the Governmental Entity’s sole property in which BB&T shall have no interest; provided, however, that any such property which becomes permanently affixed to the Equipment shall be subject to the lien and security interest arising under this Agreement if BB&T shall reasonably determine that the Equipment would be damaged or impaired by the removal of such machinery, equipment or other tangible property.

5.09. Security. The Governmental Entity shall take all reasonable steps necessary to safeguard the Equipment against theft. The security afforded the Equipment shall at all times be equal to or better than the security afforded the Governmental Entity’s personal property that is not subject to this Agreement.

5.10. Utilities. The Governmental Entity shall pay all charges for utility services furnished to or used on or in connection with the Equipment.

5.11. Risk of Loss. The Governmental Entity shall bear all risk of loss to and condemnation of the Equipment.

5.12. Condemnation. The Governmental Entity shall immediately notify BB&T if any governmental authority shall institute, or shall notify the Governmental Entity of any intent to institute, any action or proceeding for the taking of, or damages to, all or any part of the Equipment or any interest therein under the power of eminent domain, or if there shall be any damage to the Equipment due to governmental action, but not resulting in a taking of any portion of the Equipment. The Governmental Entity shall file and prosecute its claims for any such awards or payments in good faith and with due diligence and cause the same to be collected and paid over to BB&T, and to the extent permitted by law hereby irrevocably authorizes and empowers BB&T, in the Governmental Entity’s name or otherwise, to collect and receipt for any such award or payment and to file and prosecute such claims. If the Governmental Entity receives any Net Proceeds arising from any such action, the Governmental Entity shall apply such Net Proceeds as provided in Section 5.15.

5.13. Title. Title to the Equipment and any and all additions, repairs, replacements or modifications thereto shall at all times be in the Governmental Entity, subject to the lien of this Agreement. Upon the Governmental Entity’s payment in full of all Required Payments, BB&T, at the Governmental Entity’s expense and request, shall cancel this Agreement.
5.14. **No Encumbrance, Mortgage or Pledge of Equipment.**

(a) The Governmental Entity shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics’ and materialmen’s liens), charge, encumbrance or other claim in the nature of a lien on or with respect to the Equipment. The Governmental Entity shall promptly, at its own expense, take such action as may be duly necessary to discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above which it shall have created, incurred or suffered to exist.

(b) The Governmental Entity shall reimburse BB&T for any expense incurred by BB&T to discharge or remove any such mortgage, pledge, lien, security interest, encumbrance or claim, with interest thereon at the Prime Rate.

5.15. **Damage and Destruction; Use of Net Proceeds.**

(a) The Governmental Entity shall promptly notify BB&T if (i) the Equipment or any portion thereof is stolen or is destroyed or damaged by fire or other casualty, (ii) a material defect in the installation of the Equipment shall become apparent, or (iii) title to or the use of all or any portion of the Equipment shall be lost by reason of a defect in title. Each notice shall describe generally the nature and extent of such damage, destruction or taking.

(b) If the Net Proceeds arising from any single event, or any single substantially related sequence of events, is not more than $50,000, the Governmental Entity shall retain such Net Proceeds and apply the same to the prompt completion, repair or restoration of the Equipment, and shall promptly thereafter report to BB&T regarding the use of such Net Proceeds.

(c) If the Net Proceeds arising from any single event, or any single substantially related sequence of events, is more than $50,000, then the Governmental Entity shall cause such Net Proceeds to be paid to an escrow agent (which shall be a bank, trust company or similar entity exercising fiduciary responsibilities) designated by BB&T for deposit in a special escrow fund to be held by such escrow agent. The Governmental Entity shall thereafter provide for the application of all Net Proceeds to the prompt completion, repair or restoration of the Equipment, as the case may be. The escrow agent shall disburse Net Proceeds for the payment of such costs upon receipt of requisitions in such form as BB&T, with the consent of the Governmental Entity and such escrow agent (which consent shall not be unreasonably withheld), shall establish. If the Net Proceeds shall be insufficient to pay in full the cost of completion, repair or restoration, the Governmental Entity shall either (i) complete the work and pay any cost in excess of the Net Proceeds, or (ii) not carry out such completion, repair or restoration, and instead apply the Net Proceeds, together with other available funds as may be necessary, to the prepayment of all outstanding Required Payments pursuant to Section 3.03.

(d) Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of Net Proceeds shall be the Governmental Entity’s property and shall be part of the Equipment.
ARTICLE VI
DEFAULTS AND REMEDIES; EXECUTION

6.01. **Events of Default.** An “Event of Default” is any of the following:

(a) The Governmental Entity’s failing to make any Installment Payment when due.

(b) The occurrence of an Event of Nonappropriation.

(c) The Governmental Entity’s breaching or failing to perform or observe any term, condition or covenant of this Agreement on its part to be observed or performed, other than as provided in subsections (a) or (b) above, including payment of any Additional Payment, for a period of 15 days after written notice specifying such failure and requesting that it be remedied shall have been given to the Governmental Entity by BB&T, unless BB&T shall agree in writing to an extension of such time prior to its expiration.

(d) The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law by or against the Governmental Entity as a debtor, or the appointment of a receiver, custodian or similar officer for the Governmental Entity or any of its property, and the failure of such proceedings or appointments to be vacated or fully stayed within 30 days after the institution or occurrence thereof.

(e) Any warranty, representation or statement made by the Governmental Entity in this Agreement is found to be incorrect or misleading in any material respect on the Closing Date (or, if later, on the date made).

(f) Any lien, charge or encumbrance prior to the security interest created under Section 2.03, or affecting the validity of this Agreement, is found to exist, or proceedings are instituted against the Governmental Entity to enforce any lien, charge or encumbrance against the Equipment and such lien, charge or encumbrance would be prior to the lien of this Agreement.

(g) The Governmental Entity’s failing to pay when due any principal of or interest on any of its indebtedness that constitutes an obligation, debt, or charge against the credit or taxing power of the Governmental Entity.

6.02. **Remedies on Default.** Upon the continuation of any Event of Default, BB&T may, without any further demand or notice, exercise any one or more of the following remedies:

(a) Declare the unpaid principal components of the Installment Payments immediately due and payable;

(b) Proceed by appropriate court action to enforce the Governmental Entity’s performance of the applicable covenants of this Agreement or to recover for the breach thereof; and

(c) Avail itself of all available remedies under this Agreement, including execution as provided in Section 6.03, and recovery of attorneys’ fees and other expenses.
Notwithstanding any other provision of this Agreement, the Governmental Entity and BB&T intend to comply with the Alabama Governmental Leasing Act. No deficiency judgment may be entered against the Governmental Entity in violation of the Alabama Governmental Leasing Act.

6.03. Execution on Personal Property. Upon the continuation of any Event of Default and in addition to all other remedies granted in this Agreement, BB&T shall have all the rights and remedies of a secured party under the UCC and may proceed to execute upon the Equipment.


(a) After a foreclosure sale, the Governmental Entity shall immediately lose the right to possess, use and enjoy the Equipment (but may remain in possession of the Equipment as a lessee at will of BB&T), and thereupon the Governmental Entity (a) shall pay monthly in advance to BB&T a fair and reasonable rental value for the use and possession of the Equipment (in an amount BB&T shall determine in its reasonable judgment), and (b) upon BB&T’s demand, shall deliver possession of the Equipment to BB&T or, at BB&T’s direction, to any purchaser of the Equipment after an execution sale.

(b) In addition, upon the continuation of any Event of Default, BB&T, to the extent permitted by law, is hereby authorized to (i) take possession of the Equipment, with or without legal action, (ii) lease the Equipment, (iii) collect all rents and profits therefrom, with or without taking possession of the Equipment, and (iv) after deducting all costs of collection and administration expenses, apply the net rents and profits first to the payment of necessary maintenance and insurance costs, and then to the Governmental Entity’s account and in reduction of the Governmental Entity’s corresponding Required Payments in such fashion as BB&T shall reasonably deem appropriate. BB&T shall be liable to account only for rents and profits it actually receives.

6.05. No Remedy Exclusive; Delay Not Waiver. All remedies under this Agreement are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. If any Event of Default shall occur and thereafter be waived by BB&T, such waiver shall be limited to the particular breach so waived and shall not be deemed a waiver of any other breach under this Agreement.

6.06. Payment of Costs and Attorney’s Fees. If BB&T employs an attorney to assist in the enforcement or collection of Required Payments, or if BB&T voluntarily or otherwise shall become a party to any suit or legal proceeding (including a proceeding conducted under any state or federal bankruptcy or insolvency statute) to protect the Equipment, to protect the lien of this Agreement, to enforce collection of the Required Payments or to enforce compliance by the Governmental Entity with any of the provisions of this Agreement, the Governmental Entity agrees to pay reasonable attorneys’ fees and all of the costs that may reasonably be incurred (whether or not any suit or proceeding is commenced), and such fees and costs (together with interest at the Prime Rate) shall be secured as Required Payments.
ARTICLE VII

WIRE TRANSFER REQUIREMENTS

In order to prevent unauthorized or fraudulent wire transfers through cyber fraud and other means, BB&T and the Governmental Entity hereby agree to the provisions of this Article VII.

7.01. **Wire Transfer Requirements.** In the event a wire transfer is made by BB&T to disburse funds as contemplated by this Agreement (a “Disbursement”), said wire transfer shall be delivered as directed in a written “Disbursement Authorization” provided to BB&T by a representative of the Governmental Entity, subject to the terms and conditions set forth in this Article VII. For the purposes of this Article, a representative of the Governmental Entity shall include employees and elected and/or appointed officials of the Governmental Entity, bond counsel, the Governmental Entity’s legal counsel or the Governmental Entity’s financial advisor.

7.02. **Verification Procedures.** Prior to making any Disbursement pursuant to a Disbursement Authorization not delivered to BB&T in person by a representative of the Governmental Entity, BB&T shall verify such Disbursement Authorization verbally via telephone communication with a representative of the Governmental Entity. The Governmental Entity shall ensure that a representative of the Governmental Entity will provide such verification to BB&T. The Governmental Entity shall not disclose, or allow to be disclosed, such BB&T verification procedures to any third party unless there is a legitimate business need to make such disclosure or such disclosure is required by law, and the Governmental Entity accepts the risk of such third party knowledge of the security procedures. If the Governmental Entity has reason to believe that a security procedure has been obtained by or disclosed to an unauthorized person or learns of any unauthorized transfer or of any discrepancy in a transfer request, then the Governmental Entity shall notify BB&T immediately.

7.03 **Payee Identification.** The Governmental Entity is solely responsible for accurately identifying the wire transfer information contained in the Disbursement Authorization delivered to BB&T by a representative of the Governmental Entity, including but not limited to the bank name and its ABA number, beneficiary’s account name and account number and beneficiary’s physical address, together with other information requested by BB&T (collectively, “Remittance Instructions”). If the Remittance Instructions describe a beneficiary inconsistently by name and account number, the Governmental Entity acknowledges that BB&T may make payment on the basis of the account number alone, that BB&T is not obligated to detect such errors, and that the Governmental Entity assumes the risk of any loss resulting therefrom.

7.04 **Duty to Reconcile Written Confirmation.** Upon request from a representative of the Governmental Entity, BB&T shall use its best efforts to send a representative of the Governmental Entity written confirmation of the Disbursement in the form of a reference number, beneficiary name and wire amount. A representative of the Governmental Entity shall promptly review and reconcile the written confirmation of the Disbursement sent by BB&T, and shall report to BB&T in writing, promptly, but in no event later than ten (10) Business Days after the date of such written confirmation, any unauthorized, erroneous, unreceived or improperly executed payment. BB&T and the Governmental Entity agree that ten (10) Business Days is a reasonable time for the detection and reporting to BB&T of such information. After that time, all items on the written confirmation will be considered correct and the Governmental Entity will be precluded from
recovering from BB&T if such wire transfer identified in the written confirmation was actually made by BB&T. For the avoidance of doubt, any such writings can be provided electronically.

7.05 Unauthorized Payments. Notwithstanding any other provision herein, if a Disbursement has been verified by a representative of the Governmental Entity pursuant to Section 7.02, it shall be binding on the Governmental Entity if BB&T acted in good faith in making such Disbursement.

7.06 Recordation. BB&T may record any telephone conversation between BB&T and a representative of the Governmental Entity in order to reduce the risk of unauthorized or erroneous transfers. BB&T may retain such recordings for as long as BB&T may deem necessary.

7.07 Indemnification and Hold Harmless. If BB&T complies with the provisions of this Article VII, the Governmental Entity agrees that BB&T shall not be responsible for any communication or miscommunication by a representative of the Governmental Entity, and the Governmental Entity further agrees to indemnify, to the extent allowed by law, BB&T and hold BB&T harmless from and against any and all losses, claims, expenses, suits, costs or damages, demands or liabilities of whatever kind or nature, whether now existing or hereafter relating in any way to a wire transfer made pursuant to the Agreement.

7.08 Applicable Law. All wire transfer orders are governed by Article 4A of the Uniform Commercial Code, except as any provisions thereof that may be and are modified by the terms hereof. If any part of the applicable wire transfer order involves the use of the Fedwire, the rights and obligations of BB&T and the Governmental Entity regarding that wire transfer order are governed by Regulation J of the Federal Reserve Board.

ARTICLE VIII

MISCELLANEOUS

8.01. Notices.

(a) Any communication required or permitted by this Agreement must be in writing.

(b) Any communication under this Agreement shall be sufficiently given and deemed given when delivered by hand or five days after being mailed by first-class mail, postage prepaid, addressed as follows:

(i) If to the Governmental Entity, to P O Box 2168, Anniston, Alabama 36202, Attention: Finance Director; or

(ii) If to BB&T, to 5130 Parkway Plaza Boulevard, Charlotte, North Carolina 28217, Attention: Governmental Finance.

(c) Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.
8.02. **No Assignments by Governmental Entity.** The Governmental Entity shall not sell or assign any interest in this Agreement.

8.03. **Assignments by BB&T.**

(a) BB&T may, at any time and from time to time, assign all or any part of its interest in the Equipment or this Agreement, including, without limitation, BB&T’s rights to receive Required Payments. Any assignment made by BB&T or any subsequent assignee shall not purport to convey any greater interest or rights than those held by BB&T pursuant to this Agreement.

(b) The Governmental Entity agrees that this Agreement may become part of a pool of obligations at BB&T’s or its assignee’s option. BB&T or its assignees may assign or reassign all or any part of this Agreement, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Agreement. Any assignment by BB&T may be only to a bank, insurance company, or similar financial institution or any other entity permitted under Alabama law. Notwithstanding the foregoing, no assignment or reassignment of BB&T’s interest in the Equipment or this Agreement shall be effective unless and until the Governmental Entity shall receive a duplicate original counterpart of the document by which such assignment or reassignment is made disclosing the name and address of each such assignee.

(c) The Governmental Entity further agrees that BB&T’s interest in this Agreement may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for any holders of certificates of participation in this Agreement, provided the Governmental Entity receives a copy of such agency contract and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Agreement a written record of each assignment and reassignment of such certificates of participation.

(d) The Governmental Entity agrees to execute any document reasonably required in connection with any assignment. Any assignor must provide notice of any assignment to the Governmental Entity, and the Governmental Entity shall keep a complete and accurate record of all assignments as required by the Code. After the giving of any such notice, the Governmental Entity shall thereafter make all payments in accordance with the notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.

8.04. **Amendments.** No term or provision of this Agreement may be amended, modified or waived without the prior written consent of the Governmental Entity and BB&T.

8.05. **Governing Law.** The Governmental Entity and BB&T intend that State law shall govern this Agreement.

8.06. **Liability of Officers and Agents.** No officer, agent or employee of the Governmental Entity shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated by this Agreement. Such officers or agents shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve an officer,
agent or employee of the Governmental Entity from the performance of any official duty provided by law.

8.07. **Severability.** If any provision of this Agreement shall be determined to be unenforceable, that shall not affect any other provision of this Agreement.

8.08. **Non-Business Days.** If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a Business Day, such payment shall be made or act performed or right exercised on or before the next preceding Business Day.

8.09. **Entire Agreement.** This Agreement constitutes the Governmental Entity’s entire agreement with respect to the general subject matter covered by this Agreement.

8.10. **Binding Effect.** Subject to the specific provisions of this Agreement, and in particular Section 8.03, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.
IN WITNESS WHEREOF, the parties have duly signed, sealed and delivered this Agreement by duly authorized officers, all as of the date first above written.

(SEAL)

ATTEST:  

CITY OF ANNISTON, ALABAMA

By: ______________________________

Printed Name: ____________________

Title: ___________________________

By: ______________________________

Printed Name: ____________________

Title: ___________________________

BRANCH BANKING AND TRUST COMPANY

By: ______________________________

Printed Name: ____________________

Title: ___________________________
EXHIBIT A -- PROJECT AND EQUIPMENT DESCRIPTION

Five (5) Ford Interceptor utility vehicles with related equipment; one (1) Ford F-250 truck for police department; and one (1) Caterpillar wheeled excavator.
EXHIBIT B – PAYMENT SCHEDULE

Payment Schedule to Financing Agreement dated as of January ___, 2019 (the “Financing Agreement”), between the City of Anniston, Alabama and Branch Banking and Trust Company

Contract Number: 9901000805-00004

The payments required to repay the advance made pursuant to the Financing Agreement call for an amortization period of approximately three (3) years. Payments are annual in arrears in the amount of $_______. A portion of each payment is paid as and represents payment of interest at an annual interest rate of ______%.

Payments are due beginning on __________, 2020, and annually thereafter, with a final payment of all outstanding principal and accrued and unpaid interest due on __________, 2022, all as set forth in the attached amortization schedule.
MOTIONS
FACT SHEET

SUBJECT: Evaluation of bids for office supplies and office furniture

FACTS: This is a General Fund expenditure.

VENDORS SUBMITTING BIDS

Crawford’s Office Supply
- Office Supplies 30% off list price
- Office Furniture 40% off mfg list
  - Scratch & Dent 60% off mfg list

Miller’s Office Furniture
- No Response

Davie’s School Supply
- No Response

RECOMMENDATION: The bid should be awarded to Crawford’s Office Supply for office supplies and office furniture.
FACT SHEET

SUBJECT: Evaluation of bids for the purchase of a Bucket Truck for Public Works.

FACTS: This is a General Fund expenditure.

VENDORS SUBMITTING BIDS

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Altec Nueco</td>
<td>$79,900.00</td>
</tr>
<tr>
<td>Cooper Chevrolet Buick</td>
<td>No Response</td>
</tr>
<tr>
<td>Truckworx</td>
<td>No Response</td>
</tr>
</tbody>
</table>

RECOMMENDATION: The bid should be awarded to Altec Nueco for the amount of $79,900.00.