

CITY OF ANNISTON

APRIL 4, 2016

5:30 P.M.

- **INVOCATION**
- **PLEDGE OF ALLEGIANCE**
- **CALL TO ORDER**
- **ROLL CALL**
- **READING/APPROVAL OF MINUTES OF PREVIOUS MEETING**
- **STAFF ADDITIONS/DELETIONS TO THE AGENDA**
- **ADOPTION OF AGENDA**

I. PROCLAMATION

(a) Fair Housing Month

II. 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.

III. 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.anniston.al.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.

IV. 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.

(a) To receive public comments regarding over-ruling objections to the abatement of identified nuisances:

- i.** Group 2016-01 Burned Structures
- ii.** Group 2016-03 Grass & Debris
- iii.** Group 42 Dangerous Structure

(b) To receive public comments regarding a change in Polling Place Ward 2.

V. UNFINISHED BUSINESS – None

VI. CONSENT AGENDA

- (a) Resolution authorizing reimbursements to city officials for expenses incurred while traveling away from the city.
- (b) Resolution over-ruling objections to the abatement of identified nuisances. Group 2016-01 Burnt Structures
- (c) Resolution over-ruling objections to the abatement of identified nuisances. Group 2016-03 Grass & Debris
- (d) Resolution over-ruling objections to the abatement of identified nuisances. Group 42 Dangerous Structures
- (e) Resolution authorizing the City Manager to execute an Equipment Lease-Purchase Agreement with TCF Equipment Finance, for exercise equipment.
- (f) Resolution authorizing the Mayor to execute an Agreement with the State of Alabama acting by and through the Alabama Department of Transportation for Bicycle and Pedestrian Improvements for Preliminary Engineering and Construction Supplement Agreement 1.
- (g) Motion to award the bid in the amount of \$24,500.00 to Sunny King Ford for the purchase of one regular cab pick-up truck for the Public Works Department.
- (h) Motion to award the bid in the amount of \$30,000.00 to Sunny King Ford for the purchase of one super crew cab pick-up truck for the Public Works Department.

VII. ORDINANCES

- (a) To authorize issuance by the City of one Limited Obligation Warrant in the principal amount of not-to-exceed \$3,000,000 to Second Street Plaza, LLC.

VIII. RESOLUTIONS

- (a) Resolution to relocate the voting box (polling place) located at Moore Avenue Church of Christ (2200 Moore Avenue) to the Refuge II of Our Lord Jesus Christ Church (2230 McKleroy Avenue) for the 2016 and all subsequent municipal elections.

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

COUNCIL COMMENTS

ADJOURNMENT

MINUTES

3/21/2016

Anniston, Alabama
March 21, 2016

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 Monday, March 21, 2016, at approximately 5:34 o'clock p.m.

Chief Shane Denham, Police Department, prayed the Invocation.

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

Mayor Stewart called the meeting to order. On call of the roll the following Council Members were found to be present: Council Members Jenkins, Reddick, Selase, Harris and Stewart; absent: none. A quorum was present and the meeting opened for the transaction of business.

Brian Johnson, City Manager, was present.

Council Member Selase made a motion to waive the reading of the minutes of February 15, 2016. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried.

Council Member Jenkins made a motion to approve the minutes of February 15, 2016. The motion was seconded by Council Member Reddick; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried.

Council Member Selase made a motion to remove from the Consent Agenda to the Resolutions a resolution amending the Community Development Block Grant Allocations for Fiscal Years 2013 and 2014 and to adopt the agenda as amended. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried.

The Council recognized and made presentations to the Anniston 10 and Under Girls Basketball ARPA State Champions.

The Council recognized and made presentations to the TR Starz Basketball Gold Medalists in Special Olympics.

The Council recognized and made presentations to the Sacred Heart Boys Basketball State Champions.

Mayor Stewart announced that was the time for the public hearing to hear objections to the proposed abatement of identified nuisances (debris and grass) at 1631 Mulberry Avenue and 1629 Mulberry Avenue, declared the hearing open and asked if anyone wished to address the

3/21/2016

Council concerning the proposed abatement of identified nuisances (debris and grass) at said locations.

No one addressed the Council concerning the proposed abatement of identified nuisances (debris and grass) at said locations.

Mayor Stewart declared the public hearing to hear objections to the proposed abatement of identified nuisances (debris and grass) at 1631 Mulberry Avenue and 1629 Mulberry Avenue closed.

Mayor Stewart announced that was the time for the public hearing to hear objections to the proposed abatement of identified nuisances (debris and grass) at the following locations; 1412McCall Avenue, 2129 McKleroy Avenue, 310 B Street, 216 and 220 East 21st Street, 105 Church Street, 31 Carolina Street (collapsed wall), 64, 28 and 25 Carolina Street, 0 Front Street, 1002 and 1004 Front Street, 119 Boundary Street, 2525 Gurnee Avenue, and 3912 Cross Street; declared the hearing open and asked if anyone wished to address the Council concerning the proposed abatement of identified nuisances (debris and grass) at said locations.

No one addressed the Council concerning the proposed abatement of identified nuisances (debris and grass) at said locations.

Mayor Stewart declared the public hearing to hear objections to the proposed abatement of identified nuisances (debris and grass) at the following locations; 1412McCall Avenue, 2129 McKleroy Avenue, 310 B Street, 216 and 220 East 21st Street, 105 Church Street, 31 Carolina Street (collapsed wall), 64, 28 and 25 Carolina Street, 0 Front Street, 1002 and 1004 Front Street, 119 Boundary Street, 2525 Gurnee Avenue, and 3912 Cross Street closed.

Mayor Stewart announced that was the time for the public hearing concerning the proposed relocation of the voting box located at Moore Avenue Church of Christ at 2200 Moore Avenue to the Refuge II of Our Lord Jesus Christ Church at 2230 McKleroy Avenue, declared the hearing open and asked if anyone wished to address the Council concerning said proposed relocation of the voting box located at Moore Avenue Church of Christ at 2200 Moore Avenue to the Refuge II of Our Lord Jesus Christ Church at 2230 McKleroy Avenue.

No one addressed the Council concerning said proposed relocation of the voting box located at Moore Avenue Church of Christ at 2200 Moore Avenue to the Refuge II of Our Lord Jesus Christ Church at 2230 McKleroy Avenue.

Mayor Stewart declared the public hearing concerning the proposed relocation of the voting box located at Moore Avenue Church of Christ at 2200 Moore Avenue to the Refuge II of Our Lord Jesus Christ Church at 2230 McKleroy Avenue closed.

Council Member Selase made a motion to approve the Consent Agenda items:

(a) Resolution authorizing reimbursements to city officials for expenses incurred while traveling away from the city.

- (b) Resolution over-ruling objections to the abatement of identified nuisances. Group 2016-01(b) Grass & Debris
- (c) Resolution over-ruling objections to the abatement of identified nuisances. Group 2016-02 Grass & Debris
- (d) Resolution declaring a reported condition to be a public nuisance. Group 2016-01 Burnt Structures
- (e) Resolution declaring a reported condition to be a public nuisance. Group 2016-03 Grass and Debris
- (f) Resolution declaring a reported condition to be a public nuisance. Group 42 Dangerous Structures
- (g) Resolution declaring certain motor vehicles/equipment and personal property surplus and authorizing the disposal of said property.
- (h) Resolution authorizing the submission of a grant application for a Staffing Adequate Fire and Emergency Response (SAFER) Program.
- (i) Motion to approve a Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) license application for Easy Shop LLC d/b/a Easy Shop located in the city limits at 5130 McClellan Blvd.
- (j) Motion to approve a Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) license application for Gurori Asian Sushi Seafood Inc d/b/a Ono Grill located in the city limits at 2900 McClellan Blvd.
- (k) Motion to approve the addition of Economic Development Project Manager to the Classification and Compensation Plan.
- (l) Motion to award the bid in the total amount of \$142,243.75 to McCartney Construction Company, Inc., for the McClellan Spur Shared Use Bike Path from Glade Road to Alabama Highway 21.

The motion was seconded by Council Member Jenkins; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried.

Council Member Jenkins introduced and read Ordinance Number 16-O-6 as follows:

(16-O-6, amending Chapter 11 1/2 , Article I, Section 11 ½ .7 of the City Code relating to the basis for area of Special Flood Hazard)

Council Member Jenkins made a motion for the unanimous consent of the Council for the immediate consideration of Ordinance 16-O-6 as introduced and read. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried. Unanimous consent of the Council having been given for the immediate consideration of Ordinance Number 16-O-6 as introduced and read, Council Member Selase made a motion for the passage and adoption of Ordinance Number 16-O-6 as introduced and read. The motion was seconded by Council Member Jenkins; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried and Ordinance Number 16-O-6 was passed and adopted.

3/21/2016

Council Member Selase introduced and read Resolution Number 16-R-28 as follows:

(16-R-28, amending the Community Development Block Grant Allocations for Fiscal Years 2013 and 2014)

Council Member Selase made a motion for the passage and adoption of Resolution Number 16-R-28 as introduced and read. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Reddick, Selase, Harris and Stewart; nays: none; abstentions: Council Member Jenkins. The motion carried and Resolution Number 16-R-28 was passed and adopted.

There being no further business to come before the meeting at that time Council Member Reddick made a motion the meeting be adjourned. The motion was seconded by Council Member Selase; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried and the meeting was adjourned at approximately 6:05 o'clock p.m.

CONSENT AGENDA

RESOLUTION NO. 16-R-__

A RESOLUTION AUTHORIZING REIMBURSEMENTS TO CITY OFFICIALS FOR EXPENSES INCURRED WHILE TRAVELING AWAY FROM THE CITY

BE IT RESOLVED, by the City Council of the City of Anniston, Alabama, that reimbursement is made by the City of Anniston, Alabama, as follows:

- a. \$188.00 to Jean Ann Oglesby, Farmers Market, while attending training for Farmers Market Vendors in Tuscaloosa, AL on February 20, 2016.

PASSED AND ADOPTED this ____ day of March 2016.

**CITY COUNCIL OF THE CITY
OF ANNISTON, ALABAMA**

BY: _____
Vaughn M. Stewart II, Mayor

BY: _____
Jay W. Jenkins, Council Member

BY: _____
David E. Reddick, Council Member

BY: _____
Seyram Selase, Council Member

BY: _____
Mille Harris, Council Member

ATTEST:

Alan B. Atkinson, City

RESOLUTION NUMBER 16-R-__

A RESOLUTION OVER-RULING OBJECTIONS TO THE ABATEMENT OF IDENTIFIED NUISANCES

WHEREAS, Act 1995-375, Section 2, Amended by Act 2004-256 and codified as Sections 45-8-172, et seq. of the Code of Alabama, 1975, defines public nuisances and authorizes the City to order or otherwise accomplish the removal of such nuisances; and

WHEREAS, the City of Anniston has identified herein a specific list of such nuisances and the appropriate remedies to abate each nuisance; and

WHEREAS, the City of Anniston has notified the property owners or other parties that may be held responsible and has held a public hearing to consider objections to the proposed remedy as required by law.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Anniston, Alabama that all objections and protests to the nuisance remedies identified in Exhibit "A" attached are hereby over-ruled and the recommended remedies are ordered to be applied to abate the nuisances according to the procedures and processes in Section 34.3 of the Code of Ordinances of the City of Anniston, Alabama.

PASSED AND ADOPTED this the ___ day of _____, 2016

CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA

BY: _____
Vaughn M. Stewart II, Mayor

BY: _____
Jay W. Jenkins, Council Member

BY: _____
David E. Reddick, Council Member

BY: _____
Seyram Selase, Council Member

BY: _____
Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk

Exhibit "A"

Group 2016-01 – Burnt Structures

Address	PPIN
1700 Charlotte Burnt Structure	62099
2408 McCoy Ave Burnt Structure	61511

RESOLUTION NUMBER 16-R-__

A RESOLUTION OVER-RULING OBJECTIONS TO THE ABATEMENT OF IDENTIFIED NUISANCES

WHEREAS, Act 1995-375, Section 2, Amended by Act 2004-256 and codified as Sections 45-8-172, et seq. of the Code of Alabama, 1975, defines public nuisances and authorizes the City to order or otherwise accomplish the removal of such nuisances; and

WHEREAS, the City of Anniston has identified herein a specific list of such nuisances and the appropriate remedies to abate each nuisance; and

WHEREAS, the City of Anniston has notified the property owners or other parties that may be held responsible and has held a public hearing to consider objections to the proposed remedy as required by law.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Anniston, Alabama that all objections and protests to the nuisance remedies identified in Exhibit "A" attached are hereby over-ruled and the recommended remedies are ordered to be applied to abate the nuisances according to the procedures and processes in Section 34.3 of the Code of Ordinances of the City of Anniston, Alabama.

PASSED AND ADOPTED this the ___ day of _____, 2016

CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA

BY: _____
Vaughn M. Stewart II, Mayor

BY: _____
Jay W. Jenkins, Council Member

BY: _____
David E. Reddick, Council Member

BY: _____
Seyram Selase, Council Member

BY: _____
Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk

Exhibit "A"

Group 2016-03 – Grass and Debris

Address	PPIN
1021 Pecanwood Dr. grass	13707
1524 Bacon Ave (debris from porch and weeds)	21433
6103 Weaver Road- trash and debris	71287
0 AL HWY 21 (Lenlock Center)-trash and debris	28976
3005 McKleroy Avenue-grass	26078
1025 West 16 th Street-grass	19541
1021 West 16 th Street-grass	19542
127 West 20 th Street-grass	19940
5 West 28 th Street – tree debris	25932
228 Palmetto Avenue – tree debris	75645

RESOLUTION NUMBER 16-R-__

A RESOLUTION OVER-RULING OBJECTIONS TO THE ABATEMENT OF IDENTIFIED NUISANCES

WHEREAS, Act 1995-375, Section 2, Amended by Act 2004-256 and codified as Sections 45-8-172, et seq. of the Code of Alabama, 1975, defines public nuisances and authorizes the City to order or otherwise accomplish the removal of such nuisances; and

WHEREAS, the City of Anniston has identified herein a specific list of such nuisances and the appropriate remedies to abate each nuisance; and

WHEREAS, the City of Anniston has notified the property owners or other parties that may be held responsible and has held a public hearing to consider objections to the proposed remedy as required by law.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Anniston, Alabama that all objections and protests to the nuisance remedies identified in Exhibit "A" attached are hereby over-ruled and the recommended remedies are ordered to be applied to abate the nuisances according to the procedures and processes in Section 34.3 of the Code of Ordinances of the City of Anniston, Alabama.

PASSED AND ADOPTED this the ___ day of _____, 2016

CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA

BY: _____
Vaughn M. Stewart II, Mayor

BY: _____
Jay W. Jenkins, Council Member

BY: _____
David E. Reddick, Council Member

BY: _____
Seyram Selase, Council Member

BY: _____
Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk

Exhibit "A"

Group 42 – Dangerous Structure

Address	PPIN
1624 Walnut Avenue Hazardous Structure	20344

RESOLUTION NO. 16-R-_____

AUTHORIZING THE CITY MANAGER TO EXECUTE AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH TCF EQUIPMENT FINANCE, FOR EXERCISE EQUIPMENT

WHEREAS, the City Council (the "Governing Body") of the City of Anniston, AL (the "Lessee"), acting for and on behalf of the Lessee hereby finds, determines and adjudicates as follows:

1. The Lessee desires to enter into a Lease Agreement with the Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (the "Lease") with TCF Equipment Finance (the "Lessor") for the purpose of a lease/purchase of the equipment as described therein for the total cost of \$142,548.96.

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of the Lessee as follows:

Section 1. The Lease and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Lessor and the Lessee is hereby approved and Brian L. Johnson, as City Manager of the City of Anniston (the "Authorized Officer") is hereby authorized and directed to execute said lease on behalf of the Lessee.

Section 2. The City Manager is further authorized for and on behalf of the Governing Body and the buyer to do all things necessary in furtherance of the obligations of the Lessee pursuant to the Lease, including execution and delivery of all other documents necessary or appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

PASSED AND ADOPTED this the _____ day of _____, 2016.

CITY COUNCIL OF THE CITY
OF ANNISTON, ALABAMA

Vaughn M. Stewart II, Mayor

Jay W. Jenkins, Council Member

David E. Reddick, Council Member

Seyram Selase, Council Member

Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk



**GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 4800-001 DATED AS OF March 15, 2016
(TAX-EXEMPT)**

LESSOR	Name TCF Equipment Finance, a division of TCF National Bank	Email: customerservice@financediv.com
	Address 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926	Fax Number: 319-833-4577

LESSEE	Full Legal Name City of Anniston	Email: Fax:
	Primary Address 1128 Gurnee Ave., Anniston, AL 36201	Fiscal Year End: September

LEASE PAYMENT INFORMATION	Principal Portion: \$129,235.85	Lease Payments: <i>See Attachment 1: Lease Payment Schedule</i>	BANK QUALIFIED	This Governmental Lease-Purchase Agreement is hereby NOT designated as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code.
	Interest Rate: 4.89%	Payment Frequency:		
	Maximum Lease Term: 48 Months	Monthly		

TERMS AND CONDITIONS

Please read this Governmental Lease-Purchase Agreement No. 4800-001 (including all attachments and schedules hereto, and any related escrow agreement, "Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee," and the words "WE," "US" and "OUR" refer to the "Lessor," its successors and assigns.

1. LEASE: WE agree to lease to YOU and YOU agree to lease from US, the equipment listed on Attachment 2: Equipment Description, including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

2. TERM: This Lease is effective on the earlier of the date on which WE disburse funds to the vendor of the Equipment or the date on which WE deposit funds for the purchase of the Equipment with an escrow agent (the "Commencement Date"), which date YOU hereby authorize US to fill in on the executed Lease Payment Schedule following OUR receipt from YOU of the executed Acceptance Certificate in the form set forth as Attachment 3 hereto, and continues thereafter for an Initial Term ("Initial Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms"), coinciding with YOUR budget year, up to the total number of months indicated above as the Maximum Lease Term; provided, however, that at the end of the Initial Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, YOU will be deemed to have continued this Lease for the next Renewal Term unless YOU have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. **THIS LEASE IS NON-CANCELABLE, EXCEPT AS PROVIDED IN SECTION 5.**

3. LATE CHARGES. If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from the due date.

4. CONTINUATION OF LEASE TERM. YOU currently intend, subject to Section 5, to continue this Lease, and to pay Lease Payments hereunder, through the Maximum Lease Term. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Maximum Lease Term can be obtained. YOUR responsible financial officer will do all things lawfully within his or her power to obtain and maintain funds from which Lease Payments may be made, including making provision for Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.

5. NONAPPROPRIATION. YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease will be deemed terminated at the end of the then current Initial Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Initial Term or Renewal Term, but failure to give such notice will not extend the term of this Lease beyond the then current Initial Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peaceably deliver the Equipment to US at the location or locations specified by US.

6. WARRANTIES. WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. To the extent such warranties are transferrable, WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE EXCEPT IN WRITING AND SIGNED BY THE PARTIES HERETO, AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE WILL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

7. DELIVERY AND ACCEPTANCE. YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). WHEN THE EQUIPMENT HAS BEEN DELIVERED AND INSTALLED, YOU WILL IMMEDIATELY SIGN AND DELIVER TO US A SEPARATE ACCEPTANCE CERTIFICATE IN THE FORM SET FORTH AS ATTACHMENT 3 HERETO. WE MAY, AT OUR DISCRETION, CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT, AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT WILL HAVE THE SAME EFFECT AS A SIGNED ACCEPTANCE CERTIFICATE.

(Terms and Conditions continued on the next page of this Lease.)

LESSEE SIGNATURE	YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to this Lease (all of which are included by reference) and become part of this Lease. YOU acknowledge that YOU have read and agreed to all the Terms and Conditions.
	<u>City of Anniston</u> Legal Name of Lessee
	By _____ Signature
	Print Name and Title _____

LESSOR SIGNATURE	Name of Lessor TCF Equipment Finance, a division of TCF National Bank
	By _____ Signature
	Print Name and Title _____
	4800-001 Lease Number

CERTIFICATE OF CLERK OR SECRETARY	I, the undersigned, do hereby certify that the officer of Lessee who executed the foregoing Lease on behalf of Lessee and whose genuine signature appears thereon, (1) is the duly qualified and acting officer of Lessee as stated beneath his or her signature and (2) is duly authorized to execute and deliver the foregoing Agreement on behalf of Lessee.
	Signature: _____ Title: _____
	THE ABOVE CERTIFICATION MUST BE SIGNED BY THE CLERK OR SECRETARY OF LESSEE, AND THE CLERK OR SECRETARY MUST BE A DIFFERENT INDIVIDUAL THAN THE OFFICER SIGNING IN THE "LESSEE SIGNATURE" BOX.

8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS. YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU will immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 (including but not limited to any termination pursuant to Section 5) or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU will, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, to the extent permitted by law, YOU grant to US a first and prior security interest in the Equipment, all cash and negotiable instruments comprising the escrow fund held under any related escrow agreement, and all proceeds of the foregoing. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

9. MAINTENANCE. YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and to supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property. YOU acknowledge that WE are not responsible for providing any required maintenance and/or service for the Equipment. YOU will make all claims for service and/or maintenance solely to the supplier and/or manufacturer and such claims will not affect YOUR obligation to make Lease Payments.

10. ASSIGNMENT. YOU agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without OUR prior written consent. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits, but not the obligations, that WE now have. The rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. No assignment will be effective until YOU have received written notice from the assignor of the name and address of the assignee. YOU or YOUR agent will maintain a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

11. LOSS OR DAMAGE. YOU are responsible for the risk of loss or destruction of, or damage to, the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or if title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed will be paid to YOU.

12. INDEMNITY. WE are not responsible for any losses or injuries caused by the manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance, operation or rejection of the Equipment or defects in the Equipment. To the extent permitted by law, YOU agree to reimburse US for and to defend US against any claim for losses or injuries (including attorneys' fees and other expenses for the defense of such claim), regardless of nature, relating to the Equipment, including, without limitation, its manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance or operation. This indemnity will continue even after the termination of this Lease.

13. TAXES. YOU agree to pay any applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

14. INSURANCE. During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment. YOU will also obtain and maintain for the term of this Lease, liability insurance insuring against liability for bodily injury and property damage with a minimum limit of \$1,000,000.00 combined single limit or such greater amount as may be prescribed by any applicable state law. WE will be the sole named loss payee on the property insurance and named as an additional insured on the liability insurance, and such insurance shall provide US at least thirty days written notice of cancellation. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you.

15. DEFAULT. Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US, (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition, or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

16. REMEDIES. WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Initial Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; take whatever action at law or in equity may appear necessary or desirable to enforce OUR rights as owner of the Equipment; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU. YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

17. PURCHASE OPTION. Provided YOU are not in default, YOU will have the option to purchase all, but not less than all, of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Initial Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Initial Term or any Renewal Term then in effect, upon at least 30 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 30 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

18. REPRESENTATIONS AND WARRANTIES. YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as are applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease during the current budget year, and those funds have not been expended for other purposes; (g) there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by this Lease or our interest in the Equipment; (h) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Maximum Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (i) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

19. UCC FILINGS AND FINANCIAL STATEMENTS. YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on an annual basis.

20. UCC - ARTICLE 2A PROVISIONS. YOU agree that this Lease is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the name of the Supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the Supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted YOU under Sections 2A-508 through 2A-522 of the UCC.

21. TAX EXEMPTION. YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103 and 148 thereof, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation. In furtherance of the foregoing, YOU will file all necessary informational returns with the IRS, on a timely basis, and provide US with copies of such filed returns relating to this Lease contemporaneous with their filing. If YOU fail to file the necessary informational returns with the IRS on a timely basis, YOU authorize US, in OUR sole discretion, to engage a tax professional to complete the required returns on YOUR behalf and expense, which YOU will promptly execute and file.

22. BANK QUALIFICATION. If this Lease has been designated a "qualified tax-exempt obligation" on the front page of this Lease, YOU and all YOUR subordinate entities will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

23. CHOICE OF LAW; JURY TRIAL WAIVER. This Lease will be governed and construed in accordance with the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a trial by jury.

24. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS. This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease.

25. COUNTERPARTS; NOTICES; ELECTRONIC TRANSACTION. This Lease may be simultaneously executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument. Notices hereunder shall be deemed given when delivered personally, sent via overnight courier, facsimile or e-mail (with confirmation of transmission), or certified U.S. Mail, addressed as set forth above. Copies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic counterparts for all purposes, including the filing of any claim, action or suit in the appropriate court of law. There shall be only one original counterpart of this Lease and it shall bear OUR original signature and be marked "Original." To the extent that this Lease constitutes chattel paper (as that term is defined by the UCC), a security or ownership interest intended to be created through the transfer and possession of this Lease can be done only by the transfer of such original bearing OUR original signature.

26. ROLE OF LESSOR. WE have not acted and will not act as a fiduciary for YOU or as YOUR agent or municipal advisor. WE have not and will not provide financial, legal, tax, accounting or other advice to YOU or to any financial advisor or placement agent engaged by YOU with respect to this Lease. YOU, YOUR financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain YOUR own financial, legal, tax, accounting and other advice with respect to this Lease from YOUR own advisors (including as it relates to structure, timing, terms and similar matters).

**ATTACHMENT 1 TO
GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 4800-001 DATED AS OF March 15, 2016**

LEASE PAYMENT SCHEDULE

LESSOR: TCF Equipment Finance, a division of TCF National Bank

LESSEE: City of Anniston

COMMENCEMENT DATE*: _____

INTEREST RATE: 4.89%

PAYMENT FREQUENCY: Monthly

The first Lease Payment shall be due in arrears on the date that is one month(s) after the Commencement Date, and subsequent Lease Payments shall be due on the same day of each month thereafter until paid in full.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Purse Price
				129,235.85
1	2,969.77	526.63	2,443.14	126,792.71
2	2,969.77	516.67	2,453.10	124,339.61
3	2,969.77	506.68	2,463.09	121,876.52
4	2,969.77	496.64	2,473.13	119,403.39
5	2,969.77	486.56	2,483.21	116,920.18
6	2,969.77	476.44	2,493.33	114,426.85
7	2,969.77	466.28	2,503.49	111,923.36
8	2,969.77	456.08	2,513.69	109,409.67
9	2,969.77	445.84	2,523.93	106,885.74
10	2,969.77	435.55	2,534.22	104,351.52
11	2,969.77	425.23	2,544.54	101,806.98
12	2,969.77	414.86	2,554.91	99,252.07
13	2,969.77	404.45	2,565.32	96,686.75
14	2,969.77	393.99	2,575.78	94,110.97
15	2,969.77	383.50	2,586.27	91,524.70
16	2,969.77	372.96	2,596.81	88,927.89
17	2,969.77	362.37	2,607.40	86,320.49
18	2,969.77	351.75	2,618.02	83,702.47
19	2,969.77	341.08	2,628.69	81,073.78
20	2,969.77	330.37	2,639.40	78,434.38
21	2,969.77	319.61	2,650.16	75,784.22
22	2,969.77	308.82	2,660.95	73,123.27
23	2,969.77	297.97	2,671.80	70,451.47
24	2,969.77	287.08	2,682.69	67,768.78
25	2,969.77	276.15	2,693.62	65,075.16
26	2,969.77	265.18	2,704.59	62,370.57
27	2,969.77	254.16	2,715.61	59,654.96
28	2,969.77	243.09	2,726.68	56,928.28
29	2,969.77	231.98	2,737.79	54,190.49
30	2,969.77	220.82	2,748.95	51,441.54
31	2,969.77	209.62	2,760.15	48,681.39

32	2,969.77	198.37	2,771.40	45,909.99
33	2,969.77	187.08	2,782.69	43,127.30
34	2,969.77	175.74	2,794.03	40,333.27
35	2,969.77	164.36	2,805.41	37,527.86
36	2,969.77	152.92	2,816.85	34,711.01
37	2,969.77	141.44	2,828.33	31,882.68
38	2,969.77	129.92	2,839.85	29,042.83
39	2,969.77	118.35	2,851.42	26,191.41
40	2,969.77	106.73	2,863.04	23,328.37
41	2,969.77	95.06	2,874.71	20,453.66
42	2,969.77	83.35	2,886.42	17,567.24
43	2,969.77	71.59	2,898.18	14,669.06
44	2,969.77	59.78	2,909.99	11,759.07
45	2,969.77	47.92	2,921.85	8,837.22
46	2,969.77	36.01	2,933.76	5,903.46
47	2,969.77	24.06	2,945.71	2,957.75
48	2,969.77	12.02	2,957.75	0.00
Grand Totals	142,548.96	13,313.11	129,235.85	

Lessee: City of Anniston

By: _____

Print Name: _____
 Title: _____

*YOU hereby authorize US to fill in the Commencement Date based on the earlier of the date that WE disburse funds to the Vendor of the Equipment following receipt of YOUR executed Acceptance Certificate, or the date on which WE deposit funds for the purchase of the Equipment with an escrow agent.

**ATTACHMENT 2 TO
GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 4800-001 DATED AS OF March 15, 2016**

EQUIPMENT DESCRIPTION

The Equipment consists of the equipment described below, together with any and all replacement parts, additions, repairs, modifications, attachments and accessories thereto, any and all substitutions, replacements or exchanges therefor, and any and all insurance and/or proceeds thereof:

Description/Serial No./Model No.	Location	Total Cost
Any and all equipment listed on Life Fitness Quote# 2577355-1R including: (1) One CL55 Stairclimber, (6) Six 95XI Cross-Trainer, (1) 95FI Flexstrider, (1) One 95PI Powermill, (4) Four 95RI Recumbent Bike, (8) Eight 95TI Treadmill, (2) Two 95CI Upright Bike, (1) One Group Row, (1) One Pro2, (2) Two FW-DR3 Dumbbell Rack, (1) One HDLPR Power Rack, (1) One FXTX-CCVV Synrgy360XS, plus any and all accessories and attachments thereto	130 Summerall Gate Rd, Anniston, AL 36205	\$129,235.85

Lessee: City of Anniston

By: _____

Print Name: _____
 Title: _____

**ATTACHMENT 3 TO
GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 4800-001 DATED AS OF March 15, 2016**

ACCEPTANCE CERTIFICATE

TCF Equipment Finance, a division of TCF National Bank
1111 West San Marnan Dr, Suite A2 West
Waterloo, IA 50701-8926

Re: Governmental Lease-Purchase Agreement No. 4800-001 between TCF Equipment Finance, a division of TCF National Bank, as Lessor (the "Lessor"), and City of Anniston, as Lessee (the "Lessee").

Ladies and Gentlemen:

In accordance with the above-referenced Governmental Lease-Purchase Agreement No. 4800-001 (the "Lease"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Lease) listed in the Lease has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Lease as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 14 of the Lease.
4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, a default as set forth in Section 15 of the Lease exists at the date hereof.
5. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
6. The serial number for each item of Equipment that is set forth in the Lease is correct.
7. Lessee hereby acknowledges and agrees to the Lease Payment Schedule attached to the Lease as Attachment 1.

Date: _____, 20__

Lessee: City of Anniston

By: _____

Print Name: _____
Title: _____

INSURANCE COVERAGE REQUIREMENTS

RE: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with the Governmental Lease-Purchase Agreement, Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

Insurance Company Liability:	Agent Name:	Business Phone # Fax Phone #
Insurance Company Property:	Agent Name:	Business Phone # Fax Phone #

to issue: (check to indicate coverage)

 X a. All Risk Physical Damage Insurance on the following leased Property evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming TCF Equipment Finance, a division of TCF National Bank and/or its assigns as Loss Payee.

Leased Property: Any and all equipment listed on Life Fitness Quote# 2577355-1R including:

(1) One CL55 Stairclimber, (6) Six 95XI Cross-Trainer, (1) 95FI Flexstrider, (1) One 95PI Powermill, (4) Four 95RI Recumbent Bike, (8) Eight 95TI Treadmill, (2) Two 95CI Upright Bike, (1) One Group Row, (1) One Pro2, (2) Two FW-DR3 Dumbbell Rack, (1) One HDLPR Power Rack, (1) One FXTX-CCVV Synrgy360XS, plus any and all accessories and attachments thereto

Coverage Required: Termination Value Specified.

 X b. Public Liability Insurance evidenced by a Certificate of Insurance naming TCF Equipment Finance, a division of TCF National Bank and/or its assigns as an Additional Insured.

Minimum Coverage Required:

\$1,000,000.00 per person
 \$1,000,000.00 aggregate bodily injury liability
 \$1,000,000.00 property damage liability

Proof of insurance coverage will be provided to TCF Equipment Finance, a division of TCF National Bank, 1111 West San Maman Dr, Suite A2 West, Waterloo, IA 50701-8926, prior to the time that the property is delivered to Lessee.

Please fax a copy of the Certificate of Insurance or binder to Molly Morris at (866) 465-3149.

Lessee: City of Anniston

By: _____

Print Name: _____
 Title: _____



11100 Wayzata Blvd, Suite 801 Minnetonka, MN 55305

Insurance Certificate Request

To	To Whom It May Concern	From	Molly Morris
Company		Fax	(952) 656-0000
Fax		Phone	(800) 532-7392 x
Phone		Email	mmorris@financediv.com
Subject	INSURANCE CERTIFICATE REQUEST	Date	March 15, 2016

Message:

Our mutual customer, City of Anniston, is leasing equipment through TCF Equipment Finance, a division of TCF National Bank. We are in need of an INSURANCE CERTIFICATE for the equipment leased prior to us closing out their transaction. Please see below for specifics. Thanks!

Please include the following items on the certificate:

- | |
|--|
| 1. INSURED: City of Anniston, 1128 Gurnee Ave., Anniston, AL 36201 |
| 2. COVERAGES: <ul style="list-style-type: none"> • Liability Insurance – Minimum \$1,000,000.00 per occurrence in Combined Single Limit or such greater minimum as may be prescribed by any applicable state law specifying minimum insurance requirements. <ul style="list-style-type: none"> ➢ Policy Number ➢ Policy Effective Date & Policy Expiration Date • Property Damage – Cost: \$129,235.85 or ACV <ul style="list-style-type: none"> ➢ Comprehensive & Collision Deductibles (if applicable) or Physical Damage Deductible (Shall not exceed \$10,000 or 10% of Total Cost) ➢ Policy Number ➢ Policy Effective Date & Policy Expiration Date |
| 3. DESCRIPTION OF EQUIPMENT: Any and all equipment listed on Life Fitness Quote# 2577355-1R including:
(1) One CL55 Stairclimber, (6) Six 95XI Cross-Trainer, (1) 95FI Flexstrider, (1) One 95PI Powermill, (4) Four 95RI Recumbent Bike, (8) Eight 95TI Treadmill, (2) Two 95CI Upright Bike, (1) One Group Row, (1) One Pro2, (2) Two FW-DR3 Dumbbell Rack, (1) One HDLPR Power Rack, (1) One FCTX-CCVV Synrgy360XS, plus any and all accessories and attachments thereto
Or reference: “Leased Equipment on TCF Contract Number ”, if the description is too long |
| 4. TCF Equipment Finance, a division of TCF National Bank, its successors and assigns needs to be listed as Loss Payee & Additional Insured on the Insurance Certificate. |

If you have any questions, please feel free to contact me. Please send the certificate to my attention as soon as possible to mmorris@financediv.com or fax to (952) 656-0000. Thank you!

Molly Morris

Documentation Specialist

TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date: March 15, 2016

Lessee: City of Anniston
1128 Gurnee Ave.
Anniston, AL 36201

Lessor: TCF Equipment Finance, a division of TCF National Bank
1111 West San Marnan Dr, Suite A2 West
Waterloo, IA 50701-8926

Re: Governmental Lease-Purchase Agreement No. 4800-001, dated as of March 15, 2016, by and between City of Anniston and TCF Equipment Finance, a division of TCF National Bank.

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Governmental Lease-Purchase Agreement described above and the related escrow agreement, if any (together, the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and all exhibits and attachments thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of Alabama (the "State") within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, is duly organized, existing and operating under the Constitution and laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power. The full, true and correct legal name of Lessee is _____.
2. Lessee is authorized and has power under State law to enter into the Lease and lease the equipment with an option to purchase, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights. No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
4. Lessee has no authority (statutory or otherwise) to terminate the Lease prior to the end of its term for any reason other than pursuant to the terms of Section 5 of the Lease.
5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.
6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Lessee; the authority of the Lessee or its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the

appropriation of monies to make Lease Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

8. The equipment leased pursuant to the Lease constitutes personal property and when subject to use by Lessee will not be or become fixtures under applicable law.

9. The leasing of the equipment pursuant to the Lease is exempt from all sales, use and documentary stamp taxes against either Lessor or Lessee during the term of the Lease, and such equipment will be exempt from all state and local personal property or other ad valorem taxes.

This opinion of counsel may be relied upon by TCF Equipment Finance, a division of TCF National Bank and its successors and assigns.

Very truly yours,

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name	2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code	7 Date of issue	
8 Name of issue	9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)	10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19 If obligations are TANs or RANs, check only box 19a		<input type="checkbox"/>	
If obligations are BANs, check only box 19b		<input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box		<input type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		_____

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b Enter the final maturity date of the GIC ▶ _____			
c Enter the name of the GIC provider ▶ _____			
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:			
b Enter the date of the master pool obligation ▶ _____			
c Enter the EIN of the issuer of the master pool obligation ▶ _____			
d Enter the name of the issuer of the master pool obligation ▶ _____			
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box			<input type="checkbox"/>
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box			<input type="checkbox"/>
41a If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:			
b Name of hedge provider ▶ _____			
c Type of hedge ▶ _____			
d Term of hedge ▶ _____			
42 If the issuer has superintegrated the hedge, check box			<input type="checkbox"/>
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box			<input type="checkbox"/>
44 If the issuer has established written procedures to monitor the requirements of section 148, check box			<input type="checkbox"/>
45a If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____			
b Enter the date the official intent was adopted ▶ _____			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶			Firm's EIN ▶
	Firm's address ▶			Phone no.

RESOLUTION NO. 16-R-__

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE STATE OF ALABAMA ACTING BY AND THROUGH THE ALABAMA DEPARTMENT OF TRANSPORTATION FOR BICYCLE AND PEDESTRIAN IMPROVEMENTS FOR PRELIMINARY ENGINEERING AND CONSTRUCTION SUPPLEMENT AGREEMENT 1

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

- Section 1.** That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for Project STPOA-0815(215), Project Reference Numbers 100063211 and 100063212, a preliminary engineering and construction project for Bicycle and Pedestrian Improvements at 4th Street, Noble Street, 14th Street, 11th Street, 18th Street and Cobb Avenue in the City of Anniston, Alabama; which Agreement is before this council.
- Section 2.** That the Agreement be executed in the name of the City, by its Mayor, for and on its behalf;
- Section 3.** That the Agreement be attested by the City Clerk and the seal of the City affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the City Clerk.

PASSED AND ADOPTED on this the ___ day of _____, 2016.

CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA

BY: _____
Vaughn M. Stewart II, Mayor

BY: _____
Jay W. Jenkins, Council Member

BY: _____
David E. Reddick, Council Member

BY: _____
Seyram Selase, Council Member

BY: _____
Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk



CITY OF ANNISTON

P. O. BOX 670

ANNISTON, ALABAMA 36202

March 7, 2016

Invitation for Bid
Number COA2016-B-004
Bids to be opened at
9:15 a.m., Central Time,
March 23, 2016, in the
City Council Chambers

INVITATION FOR BID

Gentlemen:

Sealed bids will be received for the purchase of one or more regular cab pick-up trucks by the City of Anniston, Alabama, at the Purchasing Office in City Hall until the above time and date. Bids received after the above time and date will be considered non-responsive and will be returned unopened.

Sincerely,

Alan B. Atkinson
City Clerk

3/23/2016

FACT SHEET

SUBJECT: Evaluation of bids for the purchase of one regular cab pick-up truck for the Public Works Dept.

VENDORS SUBMITTING BIDS

Sunny King Ford	\$24,500.00
Buster Miles Ford	31,459.00
Cooper Chevrolet	No response
University Chrysler Dodge Jeep Ram	No response

RECOMMENDATION: The bid should be awarded to Sunny King Ford in the total amount of \$24,500.00.

BID SCHEDULE

The City of Anniston will accept proposals for the purchase of the following equipment. Any equipment to be provided must meet or exceed the specifications of the listed equipment. The City of Anniston will determine if any proposed equipment meets the required specifications. A copy of specifications of the listed equipment is attached.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>
1.	Pickup Truck 4 x 4 Regular Cab 8' Box 2016 or Newer New and unused, To meet the following Specifications:	1 or more	each	\$ _____

SPECIFICATIONS

Meets Specs

Yes

No

___	___	Regular Cab
___	___	3.5 L V-6 Engine, minimum
___	___	6 speed Automatic Transmission/Tow mode
___	___	280 HP minimum
___	___	4 wheel drive
___	___	Ratio 3.73 drive axle
___	___	Driver selectable rear locking differential
___	___	Towing capacity 7500 lbs. minimum
___	___	Towing package Class IV hitch with tow harness
___	___	AC/Heater
___	___	Vinyl 40-20-40 split bench seat
___	___	Rubber floors
___	___	2 doors
___	___	Fully automatic headlights
___	___	35 gallon fuel tank minimum
___	___	17" Front and rear wheel diameter
___	___	AM/FM/Stereo with clock
___	___	Power door locks/Power windows
___	___	Spray in bed liner
___	___	Skid plates
___	___	Color - White

Use of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, products, service, or equipment considered best adapted to the City's intended use.

Proprietary specifications may be waived for functional equivalents offered.

BIDDING ON:

MFG: _____

MODEL: _____

BRAND: _____

DELIVERY: _____ **CALENDAR DAYS FROM DATE OF ORDER.**

NOTE: It is the intent of this Invitation for Bid to award a firm, fixed price contract with no provisions for price escalation.

NOTE: The City of Anniston reserves the right to accept or reject all bids or any portion thereof.

NOTE: Bids shall be submitted in sealed envelopes and marked with the Invitation for Bid number and bid opening time and date.

NOTE: Delivery shall be F.O.B. destination, Anniston, Alabama.

NOTE: Bid price must include all vehicle registration fees.



CITY OF ANNISTON

P.O. BOX 670

ANNISTON, ALABAMA 36202

March 7, 2016

Invitation for Bid
Number COA2016-B-003
Bids to be opened at
9:00 a.m., Central Time,
March 23, 2016, in the
City Council Chambers

INVITATION FOR BID

Gentlemen:

Sealed bids will be received for the purchase of one or more super crew cab pick-up trucks by the City of Anniston, Alabama, at the Purchasing Office in City Hall until the above time and date. Bids received after the above time and date will be considered non-responsive and will be returned unopened.

Sincerely,

Alan B. Atkinson
City Clerk

3/23/2016

FACT SHEET

SUBJECT: Evaluation of bids for the purchase of one super crew cab pick-up truck for the Public Works Dept.

VENDORS SUBMITTING BIDS

Sunny King Ford	\$30,000.00
Buster Miles Ford	No bid
Cooper Chevrolet	No response
University Chrysler Dodge Jeep Ram	No response

RECOMMENDATION: The bid should be awarded to Sunny King Ford in the total amount of \$30,000.00.

BID SCHEDULE

The City of Anniston will accept proposals for the purchase of the following equipment. Any equipment to be provided must meet or exceed the specifications of the listed equipment. The City of Anniston will determine if any proposed equipment meets the required specifications. A copy of specifications of the listed equipment is attached.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>
1.	Pickup Truck 4 x 4 Super Crew Cab with 5.5' Box 2016 or Newer New and unused, To meet the following Specifications:	1 or more	each	\$ _____

SPECIFICATIONS

Meets Specs

Yes No

_____	_____	5.0 L V-8 Engine, minimum
_____	_____	6 speed Automatic Transmission/Tow mode
_____	_____	380 HP minimum
_____	_____	4 wheel drive
_____	_____	Ratio 3.31 drive axle
_____	_____	Driver selectable rear locking differential
_____	_____	Towing capacity 8000 lbs. minimum
_____	_____	Towing package Class IV hitch with tow harness
_____	_____	AC/Heater
_____	_____	Vinyl 40-20-40 split bench seat
_____	_____	Vinyl 60-40 rear folding seat
_____	_____	Rear leg room 43" minimum
_____	_____	Rubber floors
_____	_____	4 doors
_____	_____	Seating capacity of 6
_____	_____	Fully automatic headlights
_____	_____	35 gallon fuel tank minimum
_____	_____	17" Front and rear wheel diameter
_____	_____	AM/FM/Stereo with clock
_____	_____	Power door locks/Power windows
_____	_____	Spray in bed liner
_____	_____	Skid plates
_____	_____	Color - White

Use of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, products, service, or equipment considered best adapted to the City's intended use.

Proprietary specifications may be waived for functional equivalents offered.

BIDDING ON:

MFG: _____

MODEL: _____

BRAND: _____

DELIVERY: _____ **CALENDAR DAYS FROM DATE OF ORDER.**

NOTE: It is the intent of this Invitation for Bid to award a firm, fixed price contract with no provisions for price escalation.

NOTE: The City of Anniston reserves the right to accept or reject all bids or any portion thereof.

NOTE: Bids shall be submitted in sealed envelopes and marked with the Invitation for Bid number and bid opening time and date.

NOTE: Delivery shall be F.O.B. destination, Anniston, Alabama.

NOTE: Bid price must include all vehicle registration fees.

ORDINANCES

ORDINANCE NO. 16-O-___

AN ORDINANCE TO AUTHORIZE ISSUANCE BY THE CITY OF ONE LIMITED OBLIGATION WARRANT IN THE PRINCIPAL AMOUNT OF NOT-TO-EXCEED \$3,000,000 TO SECOND STREET PLAZA, LLC

BE IT ORDAINED by the City Council (the "Council") of the City of Anniston, Alabama (the "City"), as follows:

Section 1. Findings of Council. Having made due and proper investigation of the matters hereinafter referred to, the Council hereby finds and determines:

(a) the City and the Second Street Plaza, LLC, a Mississippi limited liability company (the "Developer") are parties to that certain Redevelopment Reimbursement Agreement dated December 8, 2015, a copy of which is attached as Exhibit A hereto (the "Development Agreement") pursuant to which the Developer and City made certain agreements respecting the Developer's acquisition and redevelopment of a facility within the City commonly known as the "Former Kmart Building" and, potentially, certain real property adjacent thereto and defined in the Development Agreement as the Adjacent Site; and

(b) as set forth in the Development Agreement, the City has determined that it is necessary, wise and in the public interest to assist in the renovation of the Former Kmart Building and the potential development of retail improvements upon the Adjacent Site by providing the Developer up to \$3,000,000 from Derived Taxes (as defined in the Development Agreement) and Derived Excepted Tax Surplus (as defined in the Development Agreement); and

(c) pursuant to Section 4.2 of the Development Agreement, the City has agreed to adopt an ordinance authorizing the issuance of a limited obligation warrant of the City payable solely from Derived Taxes and Derived Excepted Tax Surplus, to evidence the obligation of the City in the Development Agreement to pay Derived Taxes and Derived Excepted Tax Surplus to the Developer (the "Warrant"); and

(d) in accordance with the requirements of Amendment 772 to the Constitution of Alabama (1901) (the "Economic Development Amendment"), the City has caused notice of the meeting at which this ordinance is being considered to be published in the *Anniston Star*, the newspaper having the largest circulation in the City, in its edition of Wednesday, March 23, 2016 which notice includes a description of the action proposed to be taken hereunder.

Section 2. Authorization of Warrant. Pursuant to the applicable provision of the Constitution and laws of the State of Alabama, including particularly the Economic

Development Amendment, the City is hereby authorized to and shall hereby issue to the Developer the Warrant, the form of which is attached hereto as Exhibit B.

Section 3. Validation. The Development Agreement and the obligations of the City therein including the issuance of the Warrant along with the terms of the Warrant has been approved and validated by Order of the Circuit Court of Calhoun County, Alabama entered on February 26, 2016, a copy of which such Order is attached as Exhibit C hereto, and the City has been ordered to issue and deliver the Warrant to the Developer as provided in the said Order.

Section 4. Authorization. The Mayor of the City is hereby authorized and directed to execute and deliver the Warrant. The Warrant shall be executed on behalf of the City by its Mayor. The Warrant shall be registered by the City Treasurer, in the records maintained by him, as a claim against the City limited to Derived Taxes and Derived Excepted Tax Surplus. The certificate of registration of the Warrant shall be executed by said Treasurer. The official seal of the City shall be impressed on the Warrant and the said seal and the Warrant shall be attested by the signature of the City Clerk of the City.

Section 5. Contractual Provisions. The provisions of this ordinance shall constitute a contract between the City and the holder of the Warrant. Upon payment in full of the principal of and interest on the Warrant, or upon cancellation of the Warrant as provided therein, the obligations of the City hereunder shall cease.

Section 6. Severability. The various provision of this ordinance are hereby declared to be severable. In the event any provisions hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this ordinance.

Section 7. Effective Date. This ordinance shall take effect upon its passage and adoption by the City.

ADOPTED and APPROVED this the ____ day of April, 2016.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

Vaughn M. Stewart II, Mayor

Jay W. Jenkins, Council Member

David E. Reddick, Council Member

Seyram Selase, Council Member

Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk

Exhibit A
Development Agreement

STATE OF ALABAMA)

COUNTY OF CALHOUN)

REDEVELOPMENT REIMBURSEMENT AGREEMENT

THIS **REDEVELOPMENT REIMBURSEMENT AGREEMENT** (“Agreement”) is hereby made and entered into on this the 8th day of December, 2015, by and among the **CITY of ANNISTON, ALABAMA**, a municipal corporation organized and existing under the laws of the State of Alabama (the “City”), and **SECOND STREET PLAZA, LLC**, a Mississippi limited liability company (the “Developer”). The City and the Developer are sometimes collectively referred to as the “Parties” and, singularly, as a “Party”.

RECITALS:

WHEREAS, the “Former Kmart Building” is an approximately 105,000 square foot facility located within a highly visible area along the main highway of the City and on that certain parcel of real property more particularly described on Exhibit A attached hereto and incorporated herein by reference (the “Kmart Site”); and

WHEREAS, the Former Kmart Building has remained unoccupied for the past five years, and due to its deteriorated condition has been detrimental to the aesthetic appeal of the Kmart Site and hampered commercial and retail development in the surrounding area; and

WHEREAS, due to the configuration of the Former Kmart Building and the lack of use, repair and maintenance for the past several years, significant capital improvements will be required to enable it to properly function as retail facility; and

WHEREAS, the City has determined that the Former Kmart Building, if renovated and improved consistent with current development criteria, will enhance economic development within the City, advance the economic base of the City, promote the retention of existing businesses and the recruitment of new businesses to the City, and improve the prosperity and welfare of the citizens of the City; and

WHEREAS, the City has been in the process of revitalizing and enhancing commercial and business development throughout its jurisdiction, and as part of that effort has searched for a qualified developer that the City can incentivize to acquire and renovate the Former Kmart Building so that a retail center may be developed and located therein; and

WHEREAS, the Developer is in the business of renovating and reinvigorating deteriorated retail facilities, and has determined that capital improvements well in excess of \$3,000,000 are necessary to renovate the Former Kmart Building for the location of a modern retail center on the Kmart Site; and

WHEREAS, the Developer has also proposed potentially obtaining an interest in a site

located adjacent to the Kmart Site, which such site is more particularly described on Exhibit B hereto (the "Adjacent Site"), and to construct other retail facilities thereon to become part of the retail center; and

WHEREAS, the City supports and encourages business development and redevelopment in order to increase tax revenues and improve the quality of life of its citizens; and

WHEREAS, Amendment 772 to the Constitution of Alabama (1901), recodified as Section 94.01 of the Recompiled Constitution of Alabama ("Amendment 772"), authorizes cities and counties in Alabama to lend their credit to and grant public funds and things of value in aid of or to any corporation or other business entity for the purpose of promoting the economic development within their jurisdictions; and

WHEREAS, Developer proposes, conditioned on the incentives described herein, (i) to purchase the Kmart Site and renovate and redevelop the Former Kmart Building, and (ii) to potentially acquire an interest in the Adjacent Site and construct other facilities thereon, all pursuant to and in accordance with detailed plans, specifications and drawings to be prepared by the Developer and approved by the City as more particularly described herein; and

WHEREAS, the City and the Developer estimate that the Retail Center (hereinafter defined) will generate approximately \$8,000,000 of annual taxable sales and create an estimated 40 to 50 full and part time jobs at the Retail Center; and

WHEREAS, the City finds that it is necessary, wise and in the public interest to assist in the renovation of the Former Kmart Building and the potential development of retail improvements upon the Adjacent Site by providing the Developer up to \$3,000,000 from sales tax revenues generated at the Retail Center, and that the provision of such assistance is furtherance of the objectives of Amendment 772; and

WHEREAS, the City has further determined that the obligations of the Parties will promote economic development within the City, create jobs, increase tax revenues within the City, promote the location, relocation, expansion and retention of commercial enterprises in the City, preserve and improve the aesthetic quality of commercial development, and improve the quality of life for citizens in the City; and, further, that the expenditure of the public funds by the City for the purposes specified herein will serve a valid and sufficient public purpose, notwithstanding any incidental benefits accruing to any private entity or entities;

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

ARTICLE I **DEFINITIONS**

1.1 "Baseline" shall mean, for any Excepted Business,

(i) if such Excepted Business had been in operation within the City for the three full calendar years immediately preceding the calendar year during which such business opened to the public for business within the Retail Center, the total of all City Sales Tax Revenues generated by such Excepted Business during those three calendar years, divided by 3;

(ii) if such Excepted Business had been in operation within the City for the two, but less than the three, full calendar years immediately preceding the calendar year during which such business opened to the public for business within the Retail Center, the total of all City Sales Tax Revenues generated by such Excepted Business during those two calendar years, divided by 2;

(iii) if such Excepted Business had been in operation within the City for the one full calendar year, but less than the two full calendar years, immediately preceding the calendar year during which such business opened to the public for business within the Retail Center, the total of all City Sales Tax Revenues generated by such Excepted Business during that calendar year;

(iv) if such Excepted Business had been in operation within the City for less than one full calendar year immediately preceding the calendar year during which such business opened to the public for business within the Retail Center, the total of all City Sales Tax Revenues generated by such Excepted Business during the 12 consecutive months immediately preceding the month in which such business opened operations within the Retail Center; and

(v) if such Excepted Business had been in operation within the City for less than 12 consecutive calendar months immediately preceding the month during which such business opened to the public for business within the Retail Center, the product of all City Sales Tax Revenues generated by such Excepted Business during its period of operations, divided by the number of months during such period, times 12.

1.2 “Calendar Quarter” shall mean any period of three consecutive months beginning on January 1, April 1, July 1 or October 1, as the case may be.

1.3 “City Sales Tax” means the five percent (5%) tax levied by the City under paragraph (a) of Section 30.22 of the Code of the City of Anniston, Alabama, 1981, as such section was amended pursuant to Ordinance No. 20-O-4, adopted January 31, 2013, by the City Council of the City, a copy of which is attached hereto as Exhibit C, excluding such portion as may be levied exclusively for educational purposes.

1.4 "City Sales Tax Revenues" means the tax revenues collected by the City from the levy of the City Sales Tax on sales of tangible personal property at the Retail Center, minus Excepted Tax Revenues.

1.5 "Derived Taxes" means: for the first five year period following the Payment Commencement Date, an amount equal to three-fourths (3/4) of the City Sales Tax Revenues, and for years six through ten following the Payment Commencement Date, an amount equal to one-half of the City Sales Tax Revenues.

1.6 "Derived Excepted Tax Surplus" means: for the first five year period following the Payment Commencement Date, an amount equal to three-fourths (3/4) of the Excepted Tax Surplus generated by all Excepted Businesses within the Retail Center, and for years six through ten following the Payment Commencement Date, an amount equal to one-half (1/2) of the Excepted Tax Surplus generated by all Excepted Businesses within the Retail Center.

1.7 "Development Plan" shall have the meaning given to such term in Section 2.2 hereof.

1.8 "Excepted Business" shall mean a business located within the Retail Center that, within the period of 36 months prior to opening to the public for business within the Retail Center, operated at a location within the City yet outside the Retail Center.

1.9 "Excepted Tax Revenues" shall mean, for any period of calculation, all tax revenues collected by the City from the levy of the City Sales Tax on sales by an Excepted Business at the Retail Center.

1.10 "Excepted Tax Surplus" shall mean, for any period of calculation, such amount of City Sales Tax Revenues generated by an Excepted Business from its operations within the Retail Center during such period that exceeds the Baseline for such business.

1.11 "Initial Tenant" means the first retail business that leases a part of the Retail Center.

1.12 "Payment Commencement Date" means such time as the Initial Tenant has opened for businesses within the Retail Center.

1.13 "Project" means the renovation and redevelopment of the Former Kmart Building, and, to the extent provided for in the Development Plan, the design, development and construction of the other facilities within the Retail Center, all as shall be set forth and described in the Development Plan.

1.14 "Retail Center" means the Former Kmart Building, as renovated and improved pursuant to the Development Plan and, if the Company acquires an interest in the Adjacent Site and there is included within the Development Plan the construction of facilities on the Adjacent Site to be operated as retail facilities, the retail improvements upon the Adjacent Site as developed and constructed pursuant to the Development Plan.

1.14 "Retail Enterprises" shall have the meaning given to such term in Section 2.1 hereof.

ARTICLE II

OBLIGATIONS OF DEVELOPER

2.1 Development of Retail Center. Developer agrees at its sole cost and expense to purchase the Kmart Site, to renovate and redevelop the Former Kmart Building, and, to the extent included within the Development Plan, construct and develop the other buildings and facilities upon the Adjacent Site, all as shall be set forth and described in the Development Plan. Developer hereby covenants and agrees that not less than 65% of the space within the Retail Center (less and except any square footage for parking, restrooms, and other common areas) shall be made available for lease to businesses engaged in commercial sales of tangible personal property ("Retail Enterprises").

2.2 Development Plan. (a) Following the execution and delivery of this Agreement, the Developer shall prepare detailed plans, specifications, and drawings respecting the renovation and redevelopment of the Former Kmart Building and the development of any other facilities Developer plans to include within the Retail Center (the "Preliminary Development Plan") for approval by the City. The City, acting by and through its Director of Economic Development (the "Director of Economic Development"), shall review the Preliminary Development Plan in a reasonably timely manner and either approve the same in writing or provide written comments consisting of suggested changes (and such comments being submitted in good faith, taking into account the cost and expense of proposed changes). In the event the Director of Economic Development provides written comments to the Preliminary Development Plan, the Developer shall have the right to submit for reconsideration a revised Preliminary Development Plan addressing the same.

(b) At such time as the Preliminary Development Plan has been approved in writing by the Director of Economic Development, the same shall become the final development plan (the "Development Plan"). The Development Plan shall not be changed or modified without the prior written consent of the Developer and the City (with the Director of Economic Development acting on behalf of the City for such purpose).

(c) The Developer agrees that the Project shall be designed, developed and constructed by the Developer substantially in accordance with the Development Plans.

2.3 Expenses of Development. Developer shall be responsible for all costs of Project construction and for payment of its own fees with respect to the development of the Project, including, but not limited to, legal, accounting, engineering, surveying, title work, architectural, construction and environmental services.

2.4 Compliance with Laws. (a) The Developer shall cause all construction activities to be conducted in compliance with all applicable laws, ordinances, rules and regulations of any

governmental authority, including, without limitation, all applicable licenses, permits, building codes, restrictive covenants, zoning and subdivision ordinances and flood, disaster and environmental protection laws ("Applicable Laws"). It is expressly understood, acknowledged and agreed that approval by the City of the Development Plan as herein provided shall not be deemed an approval or waiver of any compliance by Developer or the Project with any Applicable Laws.

(b) The Developer shall cause all agreements between it and any architect, contractor, subcontractor or other business performing any work in connection with the Project to require such architect, contractor, subcontractor or other business to obtain all necessary permits, licenses and approvals to construct such work. It is understood and acknowledged that the City will not waive or otherwise permit the waiver of any taxes, fees or related expenses, or fees for any permits, licenses or approvals that must be obtained from the City or any other governmental authority in connection with the Project that otherwise would be applicable.

2.5 Lease and Operation of Retail Center. Upon completion of the Project in accordance with this Agreement and the Development Plan and at all times thereafter through the term of this Agreement, Developer shall make available or cause to be made available for leasing to Retail Enterprises an amount equal to or greater than 65% of the total square footage (less and except any square footage for parking, restrooms, and other common areas) in the Retail Center.

2.6 Documentation for Reimbursement. As a condition precedent to receiving or becoming entitled to receive any payments of Derived Taxes and Derived Excepted Tax Surplus, Developer shall provide documentation to the City in such form as is satisfactory to the City evidencing Developer's payment of costs and expenses to renovate and/or redevelop the Former Kmart Building and, to the extent set forth in the Development Plan, to develop and construct the other facilities within the Retail Center, all as set forth in the Development Plan (the total of all such costs and expenses, the "Project Construction Total"); otherwise, Development shall not be entitled to the payment of Derived Taxes and Derived Excepted Tax Surplus as provided for herein, anything in this Agreement to the contrary notwithstanding.

2.7 Developer's Cooperation Regarding Sales Tax Returns. Developer shall use its best efforts to ensure the timely submission of sales tax returns and payment of the tax revenues generated by the City Sales Tax by the businesses located in the Retail Center.

2.8 Compliance with Agreement. Developer shall comply with the terms and conditions contained in this Agreement.

2.9 Commencement Deadlines. Developer hereby covenants and agrees (i) to purchase and acquire the Kmart Site and to have commenced the renovation of the Former Kmart Building within the first 18 months of the entry of the Validation Order (the "KMart Renovation Commencement Deadline"), and (ii) to have poured and completed the foundation and all footings for the other facilities, if any as may be included in the Development Plan, upon the Adjacent Site and within the Retail Center within 36 months of the entry of the Validation Order.

ARTICLE III
CONTINGENCIES

3.1 The payment obligations of the City under this Agreement are contingent upon the following:

- (a) Receipt and approval of the Development Plan as set forth in this Agreement;
- (b) On or before the Kmart Renovation Commencement Deadline, Developer shall have purchased and acquired the Kmart Site and commenced renovation of the Former Kmart Building in accordance with the Development Plan; and
- (c) Developer shall have performed its obligations under Section 2.6 hereof.

3.2 The obligations of the Developer to develop and construct the Project are contingent upon the following:

- (a) Receipt of a final order (the "Validation Order") from the Circuit Court validating the legality of the matters presented before the Circuit Court in the Validation Proceedings, and
- (b) Receipt of the Warrant from the City evidencing the obligation of the City to pay Derived Taxes and Derived Excepted Tax Surplus to the Developer as herein set forth.

ARTICLE IV
CITY PAYMENT OBLIGATIONS

4.1 Derived Taxes; Derived Excepted Tax Surplus.

(a) In consideration of and subject to the conditions contained in this Agreement, and as an inducement for Developer's agreement to develop, design and construct the Project and to make available for lease and operate the Retail Center as herein described, the City hereby agrees to pay to Developer Derived Taxes and Derived Excepted Tax Surplus at such times, in such amounts, and subject to such terms and conditions as set forth below in this Section 4.1.

(b) The total amount of Derived Taxes and Derived Excepted Tax Surplus payable to Developer shall not exceed the lesser of: (i) three million dollars (\$3,000,000.00), or (ii) the Project Construction Total (the "City Payment Cap").

(c) Subject to the conditions contained in this Agreement and provided that Developer is not in default under this Agreement, following the Payment Commencement Date:

(i) the City shall remit, on the fifteenth (15th) day of the second calendar month following each Calendar Quarter, the entire amount of the

Derived Taxes collected during the immediately preceding Calendar Quarter, and

(ii) the City shall remit, on the fifteenth (15th) day of the second calendar month following each calendar year, the entire amount of Derived Excepted Tax Surplus collected during the immediately preceding calendar year;

provided, in no event shall the total of all payments made by the City hereunder exceed the City Payment Cap.

(d) The Parties agree that timely submission of sales tax returns and payment of such taxes by the tenants of the Retail Center shall be a condition precedent to the City's obligation to make payments of the Derived Taxes and the Derived Excepted Tax Surplus. The City shall:

(i) verify to the reasonable satisfaction of Developer the amount of the Sales Tax Revenues for the preceding Calendar Quarter before payment of the Derived Taxes from such period to Developer and, subject to applicable law, with each payment of Derived Taxes the City will provide to Developer a written summary of the amount of City Tax Revenues received by the City from the Retail Center for the Calendar Quarter for which payment is being made, and

(ii) verify to the reasonable satisfaction of Developer the amount of Excepted Tax Surplus for the preceding calendar year before payment of Derived Excepted Tax Surplus from such calendar year to Developer and, subject to applicable law, with each payment of Derived Excepted Tax Surplus the City will provide to Developer a written summary of the amount of Derived Excepted Tax Surplus received by the City from the Retail Center for the calendar year for which payment is being made, along with the calculation by the City of the Baseline for each Excepted Business from which such payments were derived.

(e) The Derived Taxes shall be paid to Developer solely by the City and solely from the City Sales Tax Revenues actually received by the City, and the Derived Excepted Tax Surplus shall be paid to Developer solely by the City and solely from the Excepted Tax Revenues actually received by the City. The City's obligation to make such payments is not a general obligation of the City, but is limited to the sales taxes actually received as City Sales Tax Revenues and Derived Excepted Tax Surplus resulting from the operation of the Retail Center.

(f) No sums owed to Developer by virtue of the Derived Taxes or the Derived Excepted Tax Surplus shall accrue interest and any interest that accrues from the deposit of the Derived Taxes and the Derived Excepted Tax Surplus shall belong to and be retained by the City.

(g) Developer agrees that the City is responsible solely for payment of the Derived

Taxes and Derived Excepted Tax Surplus.

4.2 Warrant; Validation Proceedings. (a) Following the approval of the Development Plan as set forth in Section 2.2 hereof, the City shall adopt an ordinance authorizing the issuance of a limited obligation warrant of the City payable solely from Derived Taxes and Derived Excepted Tax Surplus (the "Warrant"), in such form and containing such terms as shall be mutually agreeable to the Parties, to evidence the obligation of the City in this Agreement to pay Derived Taxes and Derived Excepted Tax Surplus to Developer. In connection with the issuance of the Warrant, the Developer shall provide such materials and execute such instruments as shall be reasonably necessary to evidence the status of the Developer as an accredited investor.

(b) Following the approval of the Development Plan as set forth in Section 2.2 hereof and the approval by the governing body of the City of the Warrant, the Developer shall cause to be filed on behalf of the City proceedings (the "Validation Proceedings") with the Circuit Court in Calhoun County, Alabama (the "Circuit Court") to validate the legality and validity of, among other things: (i) the power of the City to authorize this Agreement and the Warrant pursuant to Amendment 772, (ii) the City's authority to enter this Agreement, and (iii) the validity of the Warrant and of the pledge of Derived Taxes and Derived Excepted Tax Surplus to secure payment thereof. The Developer shall pay all legal and other costs in connection with the Validation Proceedings and the validation process contemplated hereunder. The City shall work in good faith with Developer on the validation process, though in all respects Developer shall be responsible for payment of all costs of the validation process.

(c) Should the Circuit Court not enter an order validating the items described in subsection (b) above, the Developer and the City shall be released from all of their obligations under this Agreement (including, without limitation, the obligation of Developer to lease or make available for leasing *any* percentage of the Retail Center to Retail Establishments, and any obligation of the City to make any payments to the Developer).

4.3 Audit. All pertinent books, accounts, or other records accumulated by Developer in connection with sales from the Retail Center shall be available to representatives of the City for inspection and audit and shall be retained for three (3) years from the termination of this Agreement. If any audit, claim or litigation is begun concerning this Agreement before the expiration of the three (3) year period, Developer shall retain the records until the resolution of all litigation, claims, or audits involving such records. The City's right to audit pursuant to this Section 4.3 shall survive the termination of this Agreement.

4.4 Termination of Derived Taxes and Derived Excepted Tax Surplus. Any provision contained herein to the contrary notwithstanding, the obligation of the City to pay Derived Taxes and Derived Excepted Tax Surplus to Developer shall terminate upon the earlier to occur of: (i) the tenth anniversary of the Payment Commencement Date, or (ii) such time as the City Payment Cap has been paid to Developer, at which time the obligations of the City to pay Derived Taxes and Derived Excepted Tax Surplus to Developer shall cease and all other obligations of the City pursuant to the Agreement and the Warrant shall cease. Notwithstanding anything to the contrary herein, at the time of termination of this Agreement, any and all Derived Taxes and Derived

Excepted Tax Surplus then owed to Developer but unpaid shall remain due and payable.

ARTICLE V
MISCELLANEOUS

5.1 Liability of the City. Nothing contained in this Agreement shall be construed to impose a charge against the general credit of the City. The City shall have no liability or obligation in connection with the construction or operation of the Retail Center.

5.2 Assignment. This Agreement may not be assigned by any Party hereto without the prior written consent of the other Party, and any attempted assignment not in accordance with this Section 5.2 shall be null and void and of no force or effect. Notwithstanding the foregoing, Developer shall have the right to transfer and assign the Warrant and its right to receive payments thereunder and under this Agreement to its lender or any of its lenders for the Project.

5.3 Default and Termination.

(a) Upon the occurrence of a default by Developer under this Agreement which is not cured within thirty (30) days after written notice from the City, the City may, in its discretion, pursue any one or more of the following remedies:

- (i) seek and obtain injunctive relief or declaratory relief to the extent that the City may be entitled such relief; or
- (ii) terminate this Agreement.

(b) Upon the occurrence of an event of default by the City which is not cured within thirty (30) days after written notice from Developer, the Developer may, in its discretion, pursue any one or more of the following remedies:

- (i) seek and obtain injunctive relief or declaratory relief to the extent that the Developer may be entitled to such relief;
- (ii) seek an action of mandamus for the payment of any due but unpaid obligations of the City owed to the Developer; or
- (iii) terminate this Agreement.

5.4 Governing Law. This Agreement, all rights of the Parties hereunder, and all disputes which may arise hereunder shall be subject to and governed in accordance with the laws of the State of Alabama. By executing this Agreement, the Parties hereto do hereby consent to the jurisdiction and venue of the courts of Calhoun County, Alabama with respect to any matter arising hereunder.

5.5 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5.6 Entire Agreement. This Agreement contains the entire agreement of the Parties, and there are no representations, oral or written, relating to the transactions described herein which have not been incorporated herein. Any agreement hereafter made shall be ineffective to change, modify or discharge this Agreement in whole or in part unless such agreement is in writing and is signed by the Party against whom enforcement of any change, modification, or discharge is sought.

5.7 Successors and Assigns. This Agreement shall inure to the benefit of and bind the Parties hereto, their respective successors and/or assigns.

5.8 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be a partnership or joint venture between the City and the Developer and their respective permitted successors and assigns.

5.9 No Third-Party Beneficiaries. Except as set forth herein, this Agreement is intended only for the benefit of the signing Parties hereto, and neither this Agreement, nor any of the rights, interest or obligations hereunder, is intended for the benefit of any other person or third-party.

5.10 No Waiver. No consent or waiver, express or implied, by a Party or to any breach or default by another Party in the performance by the other Party of its obligations hereunder shall be valid unless in writing and no such consent or waiver to or of one breach or default shall constitute a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such Party hereunder. Failure on the part of either Party to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of any Party hereto shall not be construed to waive or limit the need for such consent in any other or subsequent instance.

5.11 Notices. All communications and notices expressly provided herein shall be sent, by first class mail, postage prepaid, by facsimile, or by a nationally recognized overnight courier for delivery on the following business day, as follows:

To City:
City of Anniston, Alabama
1128 Gurnee Avenue
Anniston, Alabama 36201
Attn: Director of Economic Development

To Developer:
Second Street Plaza, LLC
1000 Highland Colony Parkway
Suite 9004
Ridgeland, Mississippi 39157
Attn: Brent Federick

With Copy To:
Bruce J. Downey, IV, City Attorney
931 Noble Street, Suite 100
Anniston, Alabama
36201

With Copy To:
James E. Hill
HILL, Hill & GOSSETT, P.C.
P.O. Box 310
Moody, AL 35004

or to such other address as the Parties shall be from time to time designate by written notice.

5.12 Cost and Expense. Except as set forth in Section 4.2(b) hereof, each Party agrees to pay its own costs incurred in connection with the negotiation and preparation of this Agreement.

5.13 Press Releases and Publications. The Developer hereby agrees to cooperate fully, and to use its good faith efforts to cause new tenants within the Retail Center to cooperate fully, with the City in connection with the preparation and release of all press releases and publications concerning the Project, Developer's business operations at the Retail Center, and new tenants planning to open for business within the Retail Center.

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

5.15 Representations and Warranties.

(a) Developer makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement:

(i) Developer is a duly organized and existing Mississippi limited liability company, is qualified to do business in the State of Alabama and is in good standing under the laws of the State of Alabama, and has the power to enter into and to perform and observe the agreements and covenants on its part contained in this Agreement.

(ii) The execution and delivery of this Agreement on the part of Developer's undersigned officer have been duly authorized by Developer.

(iii) All actions and proceedings required to be taken by or on behalf Developer to execute and deliver this Agreement, and to perform the covenants, obligations and agreements of Developer hereunder, have been duly taken.

(iv) The execution and performance of this Agreement by Developer do not constitute and will not result in the breach or violation of any contract, lease, mortgage, bond, indenture, franchise, permit or agreement of any nature to which Developer is a party.

(v) The representations, warranties and covenants made by Developer herein shall survive the performance of any obligations to which such representations, warranties and covenants relate.

(b) The City makes the following representations and warranties as the basis for its undertakings pursuant to the Agreement:

- (ii) The Agreement violates no debt limit provision of law.
- (iii) The execution and delivery of this Agreement on the part of the City and the execution of this Agreement by its Mayor have been authorized by the City pursuant to the provisions of Amendment 772.
- (iv) The representations, warranties and covenants made by Developer herein shall survive the performance of any obligations to which such representations, warranties and covenants relate.

5.16 Relationship of Parties. The City and Developer agree that nothing contained in this Agreement, or any act of Developer or of the City, shall be deemed or construed by the Parties hereto, or by third persons, to create any relationship of third party beneficiary hereof, or of principal and agent, or of a limited or a general partnership or of a joint venture or of any association or relationship between Developer and the City other than as independent contractors in a contract entered into at arm's length. Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no investment or equity interest in the business of Developer, and shall not be liable for any debts of Developer, nor shall the City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Developer, nor shall Developer at any time or times use the name or credit of the City in purchasing or attempting to purchase any equipment, supplies or other thing whatsoever.

5.17 Compliance with Laws.

(a) Developer shall comply, and shall use its best efforts to cause its officers, agents, employees and contractors to comply, with all applicable federal, state and local statutes, regulations, rules, ordinances and other laws applicable to the operation of the Project.

(b) Developer shall not enter into, execute, or be a party to any covenant agreement, lease, deed, assignment, conveyance, or any other written instrument, which restricts the sale, lease, use or occupancy of the Retail Center, or any part thereof, or any improvements placed thereon, upon the basis of national origin, race, religion, sex or color. Developer shall comply with all federal, state, and local laws, in effect from time to time, prohibiting discrimination or segregation, and will not discriminate, by reason of national origin, race, religion, sex or color in the sale, lease or use or occupancy of the Retail Center.

5.18 Binding Effect. This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of Developer and its successors and

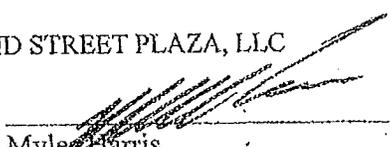
assigns and shall be binding upon and shall inure to the benefit of the City and its successors and assigns.

[signatures contained on the following page]

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be duly executed as of the date first above written.

DEVELOPER:

SECOND STREET PLAZA, LLC

By: 
Mylee Harris

Title: Managing Member

Date: 12-4-15

CITY:

CITY OF ANNISTON, ALABAMA

By: _____

Title: Mayor

Date: _____

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be duly executed as of the date first above written.

DEVELOPER:

SECOND STREET PLAZA, LLC

By: _____

Myles Harris

Title: Managing Member

Date: _____

CITY:

CITY OF ANNISTON, ALABAMA

By: V.M. [Signature]

Title: Mayor

Date: 12-8-15

EXHIBIT A
KMART SITE DESCRIPTION

Exhibit A

A lot or parcel of land described as beginning at the S.E. Corner of Lot "B" of Ethel B. Wilborn's ReSub-Division as recorded in plat-book "M", Page 30, in the Office of Probate Judge, Calhoun County, Alabama; thence South $13^{\circ} - 00'$ West a distance of 132.60 feet to a point; thence North $68^{\circ} - 55'$ East a distance of 286.05 feet to a point; thence north $34^{\circ} - 24'$ East a distance of 409.15 feet to a point; thence North $3^{\circ} - 09'$ East a distance of 198.94 feet to the U.S. Government Reservation fence; thence in a Westerly direction along Government Resery. fence 990 feet more or less to East right-of-way of McClellan Blvd.; thence in a Southerly direction along a cord distance along McClellan Blvd. 457.80 feet to the north right-of-way of 31st Street; thence in a Easterly direction along the North right-of-way of 31st Street 30.48 feet to an iron pin; thence in a Southerly direction along East right-of-way of access road 107 feet to the S.W. corner of Lot #1, Block #2 of Westview Hgts. recorded in Plat Book "D" Page 146; thence East along said lot #1, Block #2 150 feet to a point; thence South along West line of Lot #17, Block #2 61 feet to a point; thence in an Easterly direction along South line of Lot #17 and continuing on same line to the East right-of-way of Brighton Ave. a distance of 200.35 feet; thence South along the East right-of-way of Brighton Ave. a distance of 124.25 feet to the south line of Lot "B" of Ethel B. Wilborn's ReSub-Division recorded in Book "M", Page 30; thence East along the South line of Lot "B" a distance of 152 feet to the S.E. corner of said lot being point of beginning

Situated, lying and being in the N.E. Quarter of N.W. Quarter and the N.W. Quarter of N.E. Quarter of Section 32, Township 15 South, Range 8 East, Calhoun County, Alabama.

EXHIBIT B

ADJACENT SITE DESCRIPTION

Those portions of Lots 1, 2, 3, 4, 5, 6, and 7 in Block One and Lot 1 in Block 2, Westview Heights Subdivision, in the City of Anniston, Alabama, according to a map or plat of which is recorded in Plat Book D, Page 146, in the Office of the Judge of Probate, Calhoun County, Alabama, that are not part of the description of the description of the Kmart Site on Exhibit A.

EXHIBIT C
CITY SALES TAX

ORDINANCE NO. 12-O- 4

AN ORDINANCE AMENDING SECTION 30.22 AND 30.72 OF "THE CODE OF THE CITY OF ANNISTON, ALABAMA, 1981" SETTING THE LEVY AND AMOUNT OF SALES AND USE TAX.

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

SECTION 1. The following portions of sections are hereby amended to read as follows:

Sec. 30.22. Property taxed; persons liable.

There is hereby levied, in addition to all other taxes of every kind now imposed by law; and shall be collected as herein provided, a privilege or license tax against the person on account of the business activities and in the amount to be determined by the application of rates against gross sales, or gross receipts, as the case may be, as follows:

(a) Upon every person, firm or corporation, including the State of Alabama, the University of Alabama, Auburn University and all other institutions of higher learning in the state, whether such institutions be denominational, state, county or municipal institutions, any association or other agency or instrumentality of such institutions, but excluding the Alcoholic Beverage Control Board of the State of Alabama in the sale of alcoholic beverages of all kinds, engaged in continuing within this city in the business of selling at retail any tangible personal property whatsoever, including merchandise and commodities of every kind and character, not including, however, bonds and other evidences of debts or stocks, nor sales of material and supplies to any person for use in fulfilling a contract for the painting, repair, or reconditioning of vessels, barges, ships and other watercraft of over fifty (50) tons burden, an amount equal to five (5) percent of the gross proceeds of sales of the business except where a different amount is expressly provided herein. Any person engaging or continuing in business as a retailer and wholesaler or jobber shall pay the tax required on the gross proceeds of retail sales of such business at the rates specified, when his books are kept so as to show separately the gross proceeds of sales of each business, and when his books are not so kept he shall pay the tax as a retailer, on the gross sales of the business.

Where any used part of an automotive vehicle or truck trailer, semitrailer or house trailer is taken in trade, or in a series of trades, as a credit or part payment on the sale of a new or rebuilt part, the tax levied herein shall be paid on the net difference, that is, the price of the new or used part sold less the credit for the used part taken in trade; provided, however, that this provision shall not be construed to include tires or batteries.

(b) Upon every person, firm or corporation engaged, or continuing within this city, in the business of conducting, or operating, places of amusement or entertainment, billiard and pool rooms, bowling alleys, amusement devices, musical devices, theaters, opera houses, motion picture theaters, amusement parks, athletic contests, including wrestling matches, prize fights, boxing and wrestling exhibitions, football and baseball games, including athletic contests conducted by or under the auspices of any educational institution within the state, or any athletic association thereof, or other association whether such institution or association be a denominational, a state, county, or municipal institution or association or a state, county, or city school, or other institution, association or school, skating rinks, race tracks, golf courses, or any other place at which any exhibition, display, amusement or entertainment is offered to the public or place or places where an admission fee is charged, including public bathing places, public dance halls of every kind and description within the city, an amount equal to five (5) percent of the gross receipts of any such business.

(c) Upon every person, firm or corporation engaged or continuing within this city in the business of selling at retail machines used in mining, quarrying, compounding, processing and manufacturing of tangible personal property, an amount equal to one-half of one (0.0050) percent of the gross proceeds of the sale of such machines; provided, that the term "machines," as herein used, shall include machinery which is used for mining, quarrying, compounding, processing or manufacturing tangible personal property, and the parts of such machines, attachments and replacements therefor, which are made or manufactured for use on or in the operations of such machines and which are necessary to the operation of such machines and are customarily so used.

(d) Upon every person, firm or corporation engaged or continuing within this city in the business of selling at retail any automotive vehicle or truck trailer, semitrailer or house trailer, an amount equal to three-quarters of one (0.0075) percent of the gross proceeds of

sale of such automotive vehicle or truck trailer, semitrailer or house trailer, provided, however, where a person subject to the tax provided for in this subsection withdraws from his stock in trade any automotive vehicle or truck trailer semitrailer or house trailer for use by him or by his employee or agent in the operation of such business, there shall be paid, in lieu of the tax levied herein, a fee of five dollars (\$5.00) per year or part thereof during which such automotive vehicle truck trailer, semitrailer or house trailer shall remain the property of such person. Each such year or part thereof shall begin with the day or anniversary date, as the case may be of such withdrawal and shall run for the twelve (12) succeeding months or parts thereof during which such automotive vehicle, truck trailer, semitrailer or house trailer shall remain the property of such person.

Where any used automotive vehicle or truck trailer, semitrailer or house trailer is taken in trade or in a series of trades, as a credit or part payment on the sale of a new or used vehicle, the tax levied herein shall be paid on the net difference, that is, the price of the new or used vehicles sold less the credit for the used vehicle taken in trade.

(e) Upon every person, firm, or corporation engaged or continuing within this city in the business of selling at retail any machine, machinery or equipment which is used in planting, cultivating, and harvesting farm products, or used in connection with the production of agricultural produce or products, livestock, or poultry on farms, and the parts of such machines, machinery or equipment, attachments and [replacements] therefor, which are made or manufactured for use on or in the operation of such machine, machinery or equipment, and which are necessary to and customarily used in the operation of such machine, machinery or equipment, an amount equal to one-fourth of one percent of the gross proceeds of the sale thereof. Provided, however, the one-fourth of one (0.0025) percent rate herein prescribed with respect to parts, attachments, and replacements shall not apply to any automotive vehicle or trailer designed primarily for public highway use, except farm trailers used primarily in the production and harvesting of agricultural commodities.

Where any used machine, machinery or equipment which is used in planting, cultivating and harvesting farm products, or used in connection with the production of agricultural produce or products, livestock, and poultry on farms is taken in trade or in a series of

trades as a credit or part payment on a sale of a new or used machine, machinery or equipment, the tax levied herein shall be paid on the net difference, that is, the price of the new or used machine, machinery or equipment sold, less the credit for the used machine, machinery or equipment taken in trade.

(f) Upon every person, firm or corporation engaged or continuing within this city in the business of selling through coin-operated dispensing machines, food and food products for human consumption, not including beverages other than coffee, milk, milk products and substitutes therefor, there is hereby levied a tax equal to five (5) percent of the cost of such food, food products and beverages sold through such machine, which cost for the purpose of this subsection shall be the gross proceeds of sales of such business.

(g) Upon every person, firm or corporation engaging within the city in the business of renting or furnishing any room or rooms, lodgings or accommodations to transients in any hotel, motel, inn, tourist camp, tourist cabin or any other place in which rooms, lodgings or accommodations are regularly furnished to transients for a consideration, in an amount to be determined by the application of the rate of six (6) percent of the charge for such room, rooms, lodgings or accommodations, including the charge for use or rental of personal property and services furnished in such room. Provided, however, there is exempt from the tax levied under the provisions of this section any rental or services taxed under the provisions of the city sales tax ordinance as it may, from time to time, be amended. The tax shall not apply to rooms, lodgings, or accommodations supplied for a period of one-hundred eighty (180) continuous days or more in any place. The levy of the sales and use taxes and the tax on the rental of rooms, lodgings, and accommodations under the provisions of this article parallels the state levy except for the rate of the tax, and is subject to all definitions, exceptions, exemptions, proceedings, requirements, rules, regulations, provisions, penalties, fines, punishments and deductions as are applicable to the state of sales and use taxes and the state tax on the rental of rooms, lodgings, and accommodations as levied respectively by Sections 40-23-1, 40-23-2, 40-23-4, 40-23-6 through 40-23-31 and 40-23-34 through 40-23-36 Code of Alabama, 1975; and Title 40, Chapter 23, Article 2 Code of Alabama 1975; and Sections 40-26-1 through 40-26-20 Code of Alabama 1975, and all acts amendatory thereof and supplementary thereto, or as the same may hereafter be amended, except where inapplicable or whereby State of

Alabama statute or law otherwise provided, including provisions for enforcement and collection of the taxes.

(h) Any person, firm or corporation doing business within the police jurisdiction of the city, but outside the corporate limits thereof, shall pay for the privilege of doing said business one-half of the amounts respectively hereinabove levied and imposed for doing business within the corporate limits of the city.

Sec. 30.72. Property taxed; persons liable.

(a) An excise tax is hereby imposed on the storage, use or other consumption in this city of tangible personal property (not including, however, materials and supplies bought for use in fulfilling a contract for the painting, repairing or reconditioning of vessels, barges, ships and other watercraft of more than fifty (50) tons burden) purchased at retail for storage, use or other consumption in this city at the rate of five (5) percent of the sales price of such property, except as provided in subsections (b) and (c).

(b) An excise tax is hereby imposed on the storage, use or other consumption in this city of any machines used in mining, quarrying, compounding, processing and manufacturing of tangible personal property, purchased at retail at the rate of one-half of one (0.0050) percent of the sales price of any such machine; provided, that the term "machine," as herein used, shall include machinery which is used for mining, quarrying, compounding, processing or manufacturing tangible personal property, and the parts of such machines, attachments and replacements therefor, which are made or manufactured for use on or in the operation of such machines and which are necessary to the operation of such machines and are customarily so used.

(c) An excise tax is hereby imposed on the storage, use or other consumption in this city of any automotive vehicle or truck trailer, semitrailer or house trailer purchased at retail for storage, use or other consumption in this city at the rate of three-quarters of one (0.0075) percent of the sales price of such automotive vehicle, truck trailer, semitrailer or house trailer. Where any used automotive vehicle or truck trailer, semitrailer or house trailer is taken in trade, or in a series of trades, as a credit or part payment on the sale of a new or used vehicle, the tax levied herein shall be paid on the net difference, that is, the price of the new or used vehicle sold less the credit for the used vehicle taken in trade.

Every person storing, using or otherwise consuming in this city tangible personal property purchased at retail shall be liable for the tax imposed by this division, and the liability shall not be extinguished until the tax has been paid to this city; provided, however, that a receipt from a retailer maintaining a place of business in this city or a retailer maintaining a place of business in this city or a retailer authorized by the city, under such rules and regulations as it may prescribe, to collect the tax imposed hereby and who shall, for the purpose of this division, be regarded as the retailer maintaining a place of business in this city, given to the purchaser in accordance with the provisions of section 30.76, shall be sufficient to relieve the purchaser from further liability for tax to which such receipt may refer.

(d) An excise tax is hereby imposed on the classes of tangible personal property, and at the rates imposed on such classes, specified in subsections (a), (b), and (c) of this section, on the storage, use or other consumption in the performance of a contract in this city of any such tangible personal property, new or used, the tax to be measured by the sales price of the fair and reasonable market value of such tangible personal property when put into use in this city, whichever is less. Provided, however, the tax imposed by this subsection shall not apply where the taxes imposed by subsections (a), (b), or (c) of this section apply.

(e) Any excise tax imposed by this section for activities outside the corporate limits of the city, but within the police jurisdiction thereof shall be taxed at a rate of one-half of the amounts respectively hereinabove levied for the same activities within the corporate limits of the city.

SECTION 2. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other paragraphs and sections, since the same would have been enacted by the municipality council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 3. Effective 12:01 a.m., April 1, 2012, Sections of "The Code to the City of Anniston, Alabama, 1981", be and the same are hereby amended. To the extent that all other ordinances or parts of ordinances of the City of Anniston conflicting herewith or inconsistent with the provisions in this ordinance, the same are hereby repealed to the extent of such conflict.

SECTION 4. The provisions of this ordinance shall become effective at 12:01 a.m. on April 1, 2012, and the City Clerk of the City of Anniston is hereby ordered and directed to cause a copy of this ordinance to be published one time in The Anniston Star, a newspaper of general circulation published in the City of Anniston, Alabama.

PASSED AND ADOPTED this the 31st day of January, 2012.

CITY COUNCIL OF THE CITY
OF ANNISTON, ALABAMA

BY Gene D. Robinson
Gene D. Robinson, Mayor

BY Jay Jenkins
Jay Jenkins, Council Member

BY absent
Herbert Palmore, Council Member

BY may
Benjamin L. Little, Council Member

BY M. David Dawson PA
M. David Dawson, Council Member

ATTEST:

Alan B. Atkinson
Alan B. Atkinson, City Clerk

Exhibit B
Form of Warrant

THIS WARRANT HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED OR UNDER ANY STATE SECURITIES LAW IN RELIANCE UPON APPLICABLE EXEMPTIONS. THIS WARRANT MAY NOT BE TRANSFERRED EXCEPT TO AN "ACCREDITED INVESTOR" AS DEFINED IN THE SECURITIES ACT OF 1933 AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER AND ONLY UPON COMPLIANCE WITH APPLICABLE STATE AND FEDERAL SECURITIES LAWS.

THIS WARRANT DOES NOT BEAR INTEREST

UNITED STATES OF AMERICA
STATE OF ALABAMA
CITY OF ANNISTON, ALABAMA
LIMITED OBLIGATION WARRANT

The City Treasurer of the **CITY OF ANNISTON, ALABAMA**, a municipal corporation under the laws of the State of Alabama (the "City"), for value received, is hereby ordered to pay to **SECOND STREET PLAZA, LLC**, or registered assigns (the "Developer"), such aggregate principal amount as shall equal the amount due from the City to the Developer, up to the City Payment Cap, under and pursuant to that certain Redevelopment Reimbursement Agreement dated December 8, 2015 (the "Development Agreement") between the City and the Developer, as more particularly set forth below. Capitalized terms used in this Warrant and not otherwise defined herein shall have the meaning given to them in the Development Agreement.

The indebtedness evidenced and ordered paid hereby, and the obligation of the City to pay principal hereof, are and shall constitute limited obligations of the City payable solely from and secured solely by Derived Taxes and the Derived Excepted Tax Surplus actually collected by the City from the operation of the Retail Center. Payments of debt service on this Warrant shall be made at such times, in such amounts, and subject to such terms and conditions as set forth for payments of Derived Taxes and Derived Excepted Tax Surplus from the City to the Developer in Section 4.1 of the Development Agreement.

This Warrant shall mature on the date that the City has paid hereunder an amount equal to the City Payment Cap or the tenth anniversary of the Payment Commencement Date, whichever occurs first.

The City hereby recites that this Warrant is issued pursuant to the Constitution and laws of the State of Alabama, including particularly and without limitation Amendment 772 to the Constitution of the State of Alabama 1901, as amended (recodified as Section 94.01 of the Official Recompilation of Constitution of Alabama) (the "Authorizing Amendment"), and that certain ordinance duly adopted by the governing body of the City on _____ (the "Warrant Ordinance").

This Warrant bears no interest; all payments which are due and paid pursuant to this Warrant shall be credited dollar for dollar against the outstanding principal balance of this Warrant.

Payments which are due under this Warrant will be paid to the person or entity in whose name this Warrant is registered. Payments which are due under this Warrant shall be made by

check or draft (unless otherwise agreed to by the holder and the City) mailed by the City to the person entitled thereto at its address appearing in the warrant register maintained by the City with respect to this Warrant. Such payments shall be deemed timely made if so mailed or sent on the date due or, if such date is not a date on which banks are open for business, on the next such day next following such date. Final payment due under this Warrant shall be made only upon surrender of this Warrant to the City. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

Each payment of principal made on this Warrant shall be reflected by the notations made by the City on its internal records (which may be kept by computer or other means determined by the City), and the City is hereby authorized so to record thereon all such payments. All payments which are due and paid under this Warrant and the aggregate unpaid principal amount of this Warrant as reflected on the internal records of the City (whether by computer or otherwise) shall be rebuttable presumptive evidence of the amount paid under this warrant and the principal amount outstanding of this Warrant.

The indebtedness evidenced and ordered paid by this Warrant is limited obligation of the City and the full faith and credit of the City is not pledged to the payment of this Warrant. This Warrant shall not be a general obligation of the City and this Warrant shall not constitute a charge on the general funds or general revenues of the City. The City is not obligated to pay any amount hereunder except from Derived Taxes and Derived Excepted Tax Surplus, and none of the agreements, representations or warranties made or implied in the issuance of this Warrant shall be deemed to impose any liability whatsoever upon the City except to make the payments of the Derived Taxes and the Derived Excepted Tax Surplus which come due hereunder as hereinabove set forth. The pledge of the Derived Taxes and the Derived Excepted Tax Surplus made for the benefit of this Warrant and the agreements on the part of the City in the Warrant Ordinance and the Development Agreement are subject to the law-imposed requirement that, if necessary, the legitimate government expenses of operating the City must first be paid.

The City may, on any date, pay in advance the entire unpaid amount of this Warrant or any lesser portion or portions thereof by paying the holder hereof the principal to be prepaid without premium or penalty.

This Warrant is nonnegotiable and is transferable only by a transfer duly executed by the person in whose name this Warrant is registered on the registry books on the City with respect to this Warrant. Each holder hereof, by receiving or accepting this Warrant, shall take subject to all payments made in respect hereof and all terms, provisions, conditions and restrictions herein and in the Development Agreement whether or not in accordance with the express terms hereof.

It is hereby certified and recited that the limited obligation indebtedness evidenced and ordered paid by this Warrant is lawfully due without condition, abatement or offset of any description; that this Warrant has been registered in the manner provided by law; that all conditions, actions and things required by the Constitution and laws of the State of Alabama to exist, be performed or happen precedent to the issuance of this Warrant exist have been performed and have happened; and that all other indebtedness incurred by the City, was at the time the same was created and is now within every debt and other limit prescribed by the Constitution and laws of the State of Alabama.

IN WITNESS WHEREOF, the City has caused this Warrant to be executed and its official seal to be hereunto affixed by its Mayor, and has caused the same to be attested by its City Clerk, both of whom have hereunto subscribed their signatures and are hereunto duly authorized, and has caused this Warrant to be dated _____, 2016.

CITY OF ANNISTON, ALABAMA

By: _____
Mayor

(SEAL)

Attest:

City Clerk

Certificate of Registration

I hereby certify that this limited obligation warrant was at the time of issuance thereof registered by me as a limited obligation claim against the **CITY OF ANNISTON, ALABAMA**.

City Treasurer
CITY OF ANNISTON, ALABAMA

Validation Certificate

Validated and confirmed by the judgment of the Circuit Court of Calhoun County, State of Alabama, entered on the 26th day of February, 2016.

/s/

Clerk of Circuit Court of Calhoun County,
State of Alabama

Exhibit C
Validation Order



AlaFile E-Notice

11-CV-2016-900018.00

Judge: HON JOHN C THOMASON

To: HILL JAMES EDWARD III
jhill@stclairlawgroup.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF CALHOUN COUNTY, ALABAMA

THE CITY OF ANNISTON, ALABAMA V. TAXPAYERS & CITIZENS OF THE CITY OF A
11-CV-2016-900018.00

The following matter was FILED on 2/26/2016 11:28:06 AM

Notice Date: 2/26/2016 11:28:06 AM

ELI HENDERSON
CIRCUIT COURT CLERK
CALHOUN COUNTY, ALABAMA
25 WEST 11TH STREET
ANNISTON, AL 36201

256-231-1750
eli.henderson@alacourt.gov



ELECTRONICALLY FILED
2/26/2016 11:28 AM
11-CV-2016-900018.00
CIRCUIT COURT OF
CALHOUN COUNTY, ALABAMA
ELI HENDERSON, CLERK

IN THE CIRCUIT COURT OF CALHOUN COUNTY, ALABAMA

THE CITY OF ANNISTON, ALABAMA,)
)
 Petitioner,)
)
 v.)
)
 THE TAXPAYERS AND CITIZENS OF)
 THE CITY OF ANNISTON, ALABAMA,)
)
 Defendants.)

CIVIL ACTION NO.: 16-900018

FINDINGS OF FACT, CONCLUSIONS OF LAW AND FINAL JUDGMENT

This cause having been set for hearing at 9:30 a.m. on February 26, 2016, pursuant to an order of this Court entered on 19th of Jan 2016, and it appearing to the Court that notice of this hearing has been given to the Defendants as required by law, and the District Attorney of Anniston County, Alabama, having filed an Answer herein on behalf of the Defendants, the taxpayers and citizens of the CITY OF ANNISTON, ALABAMA, a municipal corporation (the "City"), this cause was called for hearing by the Court.

At the hearing hereof, the City of Anniston, Alabama (hereinafter referred to as the "Petitioner" or the "City"), offered testimony and exhibits into evidence which support the averments of fact set out in the Validation Petition (the "Petition") filed by the Petitioner. Following the taking of testimony and the introduction of the exhibits, the Court determined that no taxpayer or citizen of the City offered persuasive evidence in opposition to the Petition.

Upon consideration of the evidence and argument of counsel, the Court makes the following findings of fact and reaches the following conclusions of law:

FINDINGS OF FACT

1. The Petition was filed under and pursuant to the provisions of §§ 6-6-750 through 6-6-757 of the *Code of Alabama* (1975) (the "Validation Law") by the City, a municipal corporation. The City is a "unit" as defined under § 6-6-750 and is therefore covered by the Validation Law.

2. The Defendants are the taxpayers and citizens of the City (the "Defendants").

3. The governing body of the City is its Mayor and City Council (the "City Council") which is comprised of its Mayor and four (4) city council members. The Mayor and each member of the City Council is and was at all times relevant hereto duly qualified, elected and acting.

4. The principal office of the City is located at 1128 Gurnee Avenue, Anniston, in Calhoun County, Alabama.

5. In connection herewith, the City Council adopted Resolution No. 15-R-184 on December 7, 2015, approving and authorizing the execution and delivery of the Redevelopment Reimbursement Agreement (the "Development Agreement") by and among the City and Second Street Plaza, LLC (the "Developer").

6. Copies of the Development Agreement and the resolution adopted by the City Council were admitted as evidence at the hearing.

7. Prior to the adoption by the City Council of the resolution approving the Development Agreement, a notice that the City Council would consider approving and authorizing said Development Agreement was given to the public pursuant to Amendment No. 772 to the Constitution of Alabama of 1901 (Section 94.01 of the Recompiled Constitution of Alabama), hereinafter referred to as "Amendment No. 772."

8. Pursuant to the Development Agreement, the City has authorized the issuance of a Limited Obligation Warrant (the "City's Proposed Warrant" or the "Proposed Warrant"), the proposed form of which has been offered and admitted as evidence.

9. The authority for the issuance of the City's Proposed Warrant is Amendment No. 772, the resolutions approving and authorizing same, the Validation Law, as well as the authority of the City to issue obligations including, but not limited to, limited obligation warrants and obligations that are payable solely from a specified source.

10. The City's Proposed Warrant shall have a maximum principal amount of up to, but not exceeding, Three Million and No/100 Dollars (\$3,000,000) and will accrue no interest. The City's Proposed Warrant shall be payable in accordance with its terms; which terms shall be in accordance with the terms of the Development Agreement.

11. The form of the City's Proposed Warrant is a special, limited obligation of the City issued for the purpose of providing funds to the Developer as an economic incentive for its agreement to acquire, develop, construct and operate the development at issue as a retail development in substantial compliance with the Development Plan, as currently in existence or hereinafter provided by the Developer, on a tract of real property located in the City of Anniston, Alabama, at 3101 McClellan Blvd, Anniston, AL 36201, that is expected to generate annual taxable sales in excess of Eight Million Dollars (\$8,000,000.00), produce other tax revenues including, but not limited to sales taxes and business license fees and to create an estimated forty to fifty (40-50) full and part-time jobs (the "Retail Center").

12. The City's Proposed Warrant is secured by the City's agreement in the Development Agreement to pay Seventy-five percent (75%) (for the first five years after the Initial Tenant opens for business), and then fifty percent (50%) (for the subsequent five years), of

the City's five percent (5%) general sales tax levied collected and received solely from the operation of the Retail Center and as described in the Development Agreement; specifically excluding, however, any taxes levied or that may be levied for educational purposes by the City. The portion of the City Sales Tax Revenues payable to the Developer pursuant to the Development Agreement is hereafter referred to as the "City Pledged Revenues" and is referred to in the Development Agreement as the "Derived Taxes" and "Derived Excepted Tax Surplus". The City's obligation to pay the Developer the City Pledged Revenues is limited to an amount up to and including, but not exceeding, Three Million and No/100 Dollars (\$3,000,000.00) (the "City Tax Rebate").

13. Payment of the City's Proposed Warrant shall commence following such time as the Initial Tenant has opened for business within the Retail Center (the Payment Commencement Date) and shall occur for Derived Taxes collected during the immediately preceding Calendar Quarter on the fifteenth (15th) day of the second calendar month following each Calendar Quarter; and shall occur for Derived Excepted Tax Surplus collected during the immediately preceding calendar year on the fifteenth (15th) day of the second calendar month following each calendar year.

14. The City Tax Rebate (the City Pledged Revenues) shall not exceed a total of Three Million and No/100 Dollars (\$3,000,000.00).

15. Pursuant to Amendment No. 772, the City Council found and determined that the execution by the City of the Development Agreement served the public purpose of promoting the economic development of the City and any private benefit was purely incidental thereto and that all terms and conditions set forth in Amendment No. 772 have been complied with.

16. The obligation of the City arising from the City's Proposed Warrant together with the current outstanding indebtedness of the City pursuant to the provisions of Amendment No. 772 will not exceed fifty percent (50%) of the assessed valuation of the taxable property of the City.

17. *The Anniston Star* is a newspaper published in Calhoun County, Alabama, and is of general circulation in the City.

18. The Court, upon filing and presentation of the Petition, issued an order against the taxpayers and citizens of the City requiring them to show cause, at the time and place fixed for the hearing conducted by the Court, why the form of the City's Proposed Warrant should not be validated and confirmed.

19. A copy of the Petition was properly served on the District Attorney of Calhoun County, Alabama, at least 18 days before the date of the February 26, 2016 hearing.

20. The Clerk of this Court was ordered to publish in the *Anniston Star*, a newspaper published in Calhoun County, Alabama, and widely circulated within the City once each week for at least three weeks before the date fixed for the hearing, the first publication to be at least 18 days before such hearing, a notice addressed to the taxpayers and citizens of the City requiring them, at the time and place specified in the order providing for the hearing of this case, to show cause, if any they have, why the form of the City's Proposed Warrant and the revenues and means provided for the payment of each and all pledges, covenants, provisions, and agreements for the benefit of said Warrant that are referred to herein, including the Development Agreement, should not be validated and confirmed.

21. The publication that the Court ordered to be made was made by publications of proper notice in the *Anniston Star* on February 5th, 12th and 19th, 2016.

CONCLUSIONS OF LAW

1. All actions and things required under the Validation Law to be had and done in this proceeding preliminary to the making of the findings of fact, conclusions of law and judgment of this Court herein contained, have been made and done in the manner provided by the Validation Law. The City has the power to institute and conduct this proceeding and have duly authorized same.

2. The Petition filed herein is legally sufficient and has been duly and properly filed in the Circuit Court of Calhoun County.

3. The publication of the notice by the Clerk hereinabove described in the Findings of Fact provided the notice to the taxpayers and citizens of the City as required by law and they have become a party defendant to this proceeding and this Court has jurisdiction of each of them as effectively as if each of them were named individually as a party defendant and personally served with process.

4. The District Attorney of Calhoun County has performed the duties assigned to him under the Validation Law.

5. These Findings of Fact, Conclusions of Law and Final Judgment will be forever conclusive against the City and the taxpayers and citizens of the upon the expiration of the appeal period in this matter, which period shall expire fourteen (14) days after the date of this order.

6. Amendment No. 772 is fully applicable to the City and the City may legally proceed thereunder.

7. On December 7, 2015, the City Council adopted Resolution No. 15-R-184, approving the Development Agreement which specifically authorizes the issuance of the City's Proposed Warrant to Developer. The City's Proposed Warrant is limited to and shall have a maximum principal amount of up to, but not exceeding, Three Million and No/100 Dollars (\$3,000,000.00). The City's Proposed Warrant will accrue no interest. The City's Pledged Revenues, as hereinabove defined, will be used to pay the City's Proposed Warrant, to the extent that such funds are available. Payment of the City's Proposed Warrant shall commence following such time as the Initial Tenant has opened for business within the Retail Center (the Payment Commencement Date) and shall occur for Derived Taxes collected during the immediately preceding Calendar Quarter on the fifteenth (15th) day of the second calendar month following each Calendar Quarter; and shall occur for Derived Excepted Tax Surplus collected during the immediately preceding calendar year on the fifteenth (15th) day of the second calendar month following each calendar year. Payments toward the Warrant shall be made by the City to the Developer.

8. The City, by and through its City Council, as the governing body thereof, validly adopted Resolution No. 15-R-184 on December 7, 2015, approving Development Agreement by and among the City and the Developer which authorizes the issuance of the City's Proposed Warrant.

9. Prior to the adoption of Resolution No. 15-R-184 approving and authorizing the execution and delivery of the Development Agreement, proper notice required by law was given to the public that the City Council of the City of Anniston would consider approving and authorizing such agreement.

10. The City has all requisite power and the authority to issue the City's Proposed Warrant and to execute, enter into and deliver the Development Agreement. All proceedings had or taken by the City in connection therewith are legal and valid, the means provided for the payment thereof are legal and valid, all pledges of revenue for payment of the City's Proposed Warrant are legal and valid, all agreements related to the acquisition, development, construction and operation of the Retail Center, from which the tax revenues are to be produced for payment of the City's Proposed Warrant are legal and valid, all provisions and covenants of the Development Agreement are legal and valid, all resolutions of the City adopted in connection herewith are legal and valid, and the City has the authority to issue and deliver the City's Proposed Warrant in the form and manner offered to this Court, and the City's Proposed Warrant proposed for issuance by the City is valid and legal and is authorized to be adopted by the City pursuant to applicable law.

11. The Development Agreement constitutes a valid and binding obligation of the City.

12. The City's Proposed Warrant, once adopted, will constitute a valid and binding limited obligation of the City payable solely from those taxes remitted to the City by the Developer and other taxpayers doing business in the Retail Center pursuant to the Development Agreement.

13. The City's Proposed Warrant proposed for issuance by the City and the obligations of the City set forth in the Development Agreement will not be chargeable against the debt limit of the City prescribed by Section 225 of the Constitution of Alabama of 1901, as amended.

14. When added to the current principal amount of outstanding indebtedness of the City incurred pursuant to Amendment No. 772, the maximum indebtedness of the City arising from the Warrant and the Development Agreement will not cause the total indebtedness of the City incurred pursuant to Amendment No. 772 to exceed fifty percent (50%) of the assessed value of taxable property in the City. The maximum indebtedness from the City's Proposed Warrant is Three Million and No/100 Dollars (\$3,000,000.00).

15. The adoption of the resolutions referenced herein, the execution of the Development Agreement, and the carrying out of the plan of financing, the acquisition, construction and development of the Retail Center (i) have been duly approved and authorized by all requisite governmental entities in accordance with the provisions of Amendment No. 772, and (ii) will be in furtherance of the powers and authority granted by Amendment No. 772, including the economic development of the City. Therefore, by virtue of the powers and authority granted by Amendment No. 772 (which this Court finds applicable to the City), the provisions of Section 94 of the Constitution of Alabama, as amended, are not applicable to the execution of the Development Agreement, the issuance by the City of the City's Proposed Warrant, the use of the City Pledged Revenues and/or City Tax Rebate as provided for in the Development Agreement or herein, and the City's Proposed Warrant.

16. Based upon established precedent of the Alabama Supreme Court in *Taxpayers and Citizens of Shelby County v. Acker*, 641 So. 2d 259 (Ala. 1994) and *Chism v. Jefferson County*, 2006 WL 2374270 (Ala. 2006), the indebtedness evidenced by the form of the City's Proposed Warrant is not chargeable against the City's Constitutional debt limitation imposed by Section 225 of the Constitution of Alabama because the City Pledged Revenues constitute a new source of revenue which has not heretofore been available to the general fund of the City and the

City's Proposed Warrant will be paid from revenues derived solely from the operation of the Retail Center.

17. The notices of the validation proceeding were in all respects legal, sufficient, and valid under §§ 6-6-750 through 6-6-757 of the *Code of Alabama* (1975) with respect to the City's Proposed Warrant and the Development Agreement.

18. The Petition is in all respects legal and sufficient for this proceeding under §§ 6-6-750 through 6-6-757 of the *Code of Alabama* (1975).

FINAL JUDGMENT

It is, therefore, upon consideration by this Court, **ORDERED, ADJUDGED** and **DECREED** as follows:

1. The above Findings of Fact and Conclusions of Law are binding and valid and are part of this Final Judgment.

2. The Court does hereby validate and confirm the form of the City's Proposed Warrant which shall be adopted and issued pursuant to law, the means provided for the payment of the City's Proposed Warrant, the Development Agreement and the means provided for the satisfaction of the City's obligations set forth therein, and all proceedings had or taken in connection therewith by the City.

3. The City is directed to take such actions necessary to adopt, issue and deliver the City's Proposed Warrant to the Developer, to designate the Developer as the Payee and to cause to be stamped, printed or written on the City's Proposed Warrant after adoption thereof by the City, a legend substantially as follows:

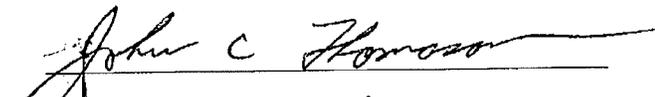
"Validated and confirmed by the judgment of the Circuit Court of Calhoun County, State of Alabama, entered on the 26th day of February, 2016."

The Clerk of this Court is directed to sign said legend in his/her capacity as clerk.

4. The Court hereby declares the form of the City's Proposed Warrant, the Development Agreement and obligations of the City set forth therein, and all related agreements, proceedings, ordinances, and resolutions of the City (i) as legal, sufficient, valid and binding, (ii) do not create indebtedness of the City for purposes of Section 225 of the Constitution of Alabama of 1901, (iii) will not cause the total indebtedness of the City incurred pursuant to Amendment No. 772 to exceed fifty percent (50%) of the assessed value of taxable property in the City.

5. Costs are taxed as paid.

DONE and **ORDERED** in Calhoun County, Alabama, this the 26th day of February, 2016.



Circuit Court Judge

RESOLUTIONS

RESOLUTION NO. 16-R-____

A RESOLUTION TO RELOCATE THE VOTING BOX (POLLING PLACE) LOCATED AT MOORE AVENUE CHURCH OF CHRIST (2200 MOORE AVENUE) TO THE REFUGE II OF OUR LORD JESUS CHRIST CHURCH (2230 MCKLEROY AVENUE) FOR THE 2016 AND ALL SUBSEQUENT MUNICIPAL ELECTIONS

WHEREAS, the City Council has heretofore given notice of its intent to consider the relocation of the voting box located at Moore Avenue Church of Christ to the Refuge II of Our Lord Jesus Christ Church; and

WHEREAS, the City Council has given notice of its intent to conduct Public Hearings on this date and previously on March 21, 2016, to receive public comments on the consideration of the proposed change and has conducted said public hearings; and

WHEREAS, the City Council hereby finds that the proposed relocation of the polling place at Moore Avenue Church of Christ to the Refuge II of Our Lord Jesus Christ Church would be in the best interest of the affected electors of the City of Anniston by providing superior accommodations for the voters and polling officials at the proposed site.

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

Section 1. That the voting box (polling location) utilized by the City of Anniston for all prior municipal elections located at Moore Avenue Church of Christ at 2200 Moore Avenue be and the same is hereby relocated to the Refuge II of Our Lord Jesus Christ Church located at 2230 McKleroy Avenue for all electors of the City of Anniston located in Ward 2 previously assigned to the Moore Avenue Church of Christ location for the 2016 and all subsequent regular or special elections conducted by the City of Anniston.

Section 2. This resolution shall become effective immediately upon the date of its publication in The Anniston Star, a newspaper of general circulation published in the City of Anniston, Alabama. The City Clerk of the City of Anniston is hereby directed to cause a certified copy of this resolution to be duly filed in the Office of the Probate Judge of Calhoun County, Alabama.

PASSED AND ADOPTED this the 4th day of April, 2016.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

BY: _____
Vaughn M. Stewart, II, Mayor

BY: _____
Jay Jenkins, Council Member

BY: _____
David E. Reddick, Council Member

BY: _____
Seyram Selase, Council Member

BY: _____
Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk