

November 7, 2016

The Mayor and Council of the City of Calera met on November 7, 2016 at 6:30 p.m. at Calera City Hall with the following present:

Mayor: Jon G. Graham

Council Members: Ernest Montgomery, Alan Watts, David Bradshaw, Chris Bunn, Philip Busby, Kay Snowden Turner

Department Heads: Doug Smedley, Sewer Operations Director
Chris Pappas, City Engineer
Sean Lemley, Police Chief
Alison Powers, Library Director
Reggie Darden, Building Official
Sean Kendrick, Fire Chief
Seth Gandy, Parks and Recreation Director

Guests: Fred Hoskins, Harold Cole, Jeff Hester, Ross Rudolph, George Henry, Donna Bradshaw, Dana Janney, Bobby Janney, Will Janney, Wes Janney, Emma Janney, Andrew Bradshaw, Amber Bradshaw, Brooke Bradshaw, Nancy Graham, Shana Graham, Sam Graham, Ben Graham, Mac Graham, Gene and Ivy Wallace, Tami Watts, Haley Watts, Jimmie Ruth Watts, Sam Meredith, Eleanor Meredith, Stephanie Busby, Brooke Busby, Tucker Busby, Lane Busby, Kristi Bunn, Noah Bunn, Nick Bunn, Richard Posey, Margie Posey, Vickie McGiboney, Janet Jackson, Ann Sawyer, Carlton Gaiters, Timothy Powell, Jean Powell, Candice Griffin, Roary Montgomery, Chollee Jackson, Sidney Jackson, Michael Jones, Azalene Montgomery, Jack Morgan, Markus Snowden, Sylvester Sawyer, Metrice Williams, Shelah Snowden, Jesse Snowden, Lonnie Smith, Mr. Emmanuel Reese and the Birmingham Metropolitan Choir

Michael Jones called the meeting to order and opened with a Word of Prayer and the Pledge of Allegiance.

Swearing-In Ceremony administered by Judge Jeff Hester and Signing of the Oaths of Office for the following:

Jon G. Graham – Mayor
David Bradshaw – Councilmember
Chris Bunn – Councilmember
Philip Busby - Councilmember
Ernest Montgomery – Councilmember
Kay Snowden Turner – Councilmember
Alan Watts - Councilmember

Judge Hester administered the Oath of Office to the Mayor and Councilmembers.

Mayor Graham administered the Oath of Office to Judge Jeff Hester.

Council Member Bradshaw made a motion to approve and dispense with the reading of the following minutes:

Regular Meeting – October 17, 2016
Work Session – October 17, 2016

Council Member Watts seconded said motion which was carried unanimously

REPORTS OF DEPARTMENT HEADS:

No reports given

COUNCIL MEMBER REPORTS:

Council Member Montgomery thanked everyone for coming out to support the Mayor and Council this evening.

Council Member Watts stated it was an honor to be able to serve the citizens of Calera for another term.

Council Member Bunn stated it has been an honor to serve the citizens of Calera and he is looking forward to the next four years serving the citizens. Council Member Bunn welcomed Council Member Kay Snowden Turner to the council.

Council Member Busby stated it has been an honor serving the citizens of Calera and he congratulated Council Member Kay Snowden Turner on being elected to the council. Mr. Busby congratulated the Calera Eagle Football Team on making it to the second round of the High School Playoffs and encourages everyone to support the team as they travel to Ozark this week. Mr. Busby also congratulated the Calera Youth Football League Teams for all six teams making it to the playoffs. Calera had a total of four teams playing in the championship games and three of our Calera Youth Football teams won their championship game.

Council Member Turner stated she is honored to be elected as the new council member. Mrs. Turner thanked her supporters for electing her and she is excited to work for our citizens.

MAYOR REPORT:

Mayor Graham thanked all of the citizens for attending the meeting and coming out to support their family member. Mayor Graham reported he is looking forward to serving the citizens for another four years.

Mayor Graham welcomed Council Member Turner to the council.

OLD BUSINESS:

No old business

NEW BUSINESS:

APPOINTMENT OF ADMINISTRATIVE OFFICES AND BOARD MEMBERS:

Council Member Bradshaw stated since we have not had any issues over the past four years he is recommending all appointments both Administrative and Board Members remain the same.

City Clerk	Connie B. Payton
Fire Chief	Sean Kendrick
Police Chief	Sean Lemley
Municipal Judge	Jeff Hester
City Prosecutor	Casey Duncan

Appointment of Planning Commission Members

Administrative	Connie Payton
Mayor	Jon G. Graham
Councilmember	Ernest Montgomery

Appointment to Employees Sick Leave Committee Member:

Council Member Alan Watts

Appointment of the Park and Recreation Board Members:

Council Member Busby

Appointment of the Water Board Members:

Council Member Bunn
Mayor Jon G. Graham

Appointment of the Historical District Plan Review Board Members:

Council Member David Bradshaw
Mayor Jon G. Graham

Council Member Bradshaw made a motion to approve the appointments of administrative offices as recommended by Mayor Graham. Council Member Montgomery seconded said motion which was carried unanimously.

ELECTION OF MAYOR PRO-TEM:

Council Member Bunn made a motion to appoint Council Member Bradshaw as Mayor Pro-Tem. Mayor Watts seconded said motion and upon vote, the results were as follows:

AYES: Montgomery, Watts, Graham, Bunn, Busby, Turner

NAYS: None

OBSTAIN: Bradshaw

ESTABLISH MEETINGS TIMES / DATES / PLACE

COUNCIL MEETINGS / WORK SESSIONS

Mayor Graham recommended the established council meetings dates and time for the following year will be as follows: the first and third Monday of each month, the pre-council work session will begin at 6:00 pm and the council will begin at 6:30 pm. The work session will be held in the conference room and the council meeting in the chambers.

Council Meeting Date Changes due to Holidays:

- January 2, 2017 – New Year’s Day rescheduled to Tuesday, January 3, 2107
- January 16, 2017 – Martin Luther King, Jr. Day rescheduled to Tuesday, January 17, 2017
- September 4, 2017 – Labor Day rescheduled to Tuesday, September 5, 2017

PLANNING AND ZONING MEETINGS / WORK SESSIONS

Mayor Graham recommended the established Planning and Zoning meetings dates and time for the following year will be: the first Tuesday of each month, the pre-meeting work session will begin at 5:30 pm and the Planning and Zoning Meeting will begin at 6:00 pm. The work session will be held in the conference room and the Planning and Zoning meeting in the chambers.

Planning and Zoning Meeting Date Changes due to Holidays:

- July 4, 2017 – Independence Day rescheduled to Tuesday, July 11, 2017 if needed

WATER WORKS BOARD MEETINGS

Mayor Graham recommended the established Water Board meetings dates and time for the following year will be as follows: the third Tuesday of each month, the Water Board meeting will begin at 5:00 pm. The Water Board meeting will be held in the conference room.

Water Works Board Meeting Date Changes due to Holidays:

- January 16, 2017 – Martin Luther King, Jr. Day rescheduled to Tuesday, January 17, 2017

Council Member Watts moved for the approval of establishing meeting times, dates, and place for all meetings as recommended by Mayor Graham for the following four year term, which motion was seconded by Council Member Bradshaw and upon vote, the results were as follows:

AYES: Montgomery, Watts, Bradshaw, Graham, Bunn, Busby, Turner

NAYS: None

ESTABLISHMENT OF DEADLINE DATE FOR AGENDA:

Council Member Bradshaw made a motion to establish the Wednesday before Council Meeting as the deadline date for the Council agenda and 5:00 pm as the deadline time. Council Member Busby seconded said motion which was carried unanimously.

Mayor Graham introduced the following Ordinance:

ORDINANCE NO. 2016-23

RULES OF COUNCIL PROCEDURE

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF CALERA, ALABAMA, that the order of procedure in all instances for meetings of the Council shall be as follows:

SECTION 1. That the rules of order of procedure herein contained shall govern deliberations and meetings of the Mayor and Council for the City of Calera, Alabama.

SECTION 2. Regular meetings of the Council shall be held on the following dates: the first and third Mondays of each month.

SECTION 3. Special meetings may be held at the call of presiding officer by serving notice on each member of the Council not less than 24 hours before the time set for such special meetings; or special meetings may be held as provided by Section 11-43-50, Code of Alabama, 1975, whenever two Council Members making the request shall have the right to call such meeting. Notice of all special meetings shall be posted on a bulletin board accessible to the public at least 24 hours prior to such meeting.

SECTION 4. A quorum shall be determined as provided by Section 11-43-48, Code of Alabama, 1975.

SECTION 5. All regular meeting shall convene at 6:30 o'clock p.m. at the City Hall and all meetings, regular and special, shall be open to the public.

SECTION 6. The order of business shall be as follows:

1. A call to order

2. Roll Call
3. Approval of the minutes of the previous meeting
4. Reports of standing committees
5. Reports of special committees
6. Reports of officers
7. Reports of Council Members
8. Reading of petitions, applications, complaints, appeals, communications, etc.
9. Auditing accounts
10. Resolutions, Ordinances, Orders, and other business
11. Public Comments

SECTION 7. No member shall speak more than twice on the same subject without permission of the presiding officer.

SECTION 8. No person, not a member of the Council, shall be allowed to address the same while in session without permission of the presiding officer.

SECTION 9. Every officer, whose duty it is to report at the regular meetings of the Council, who shall be in default thereof, may be fined at the discretion of the Council.

SECTION 10. Motions shall be reduced to writing when required by the presiding officer of the Council or any member of the Council. All resolutions and ordinances and any amendments thereto shall be in writing at the time of introduction.

SECTION 11. Motions to reconsider must be by a member who voted with a majority and at the same or next succeeding meeting of the Council.

SECTION 12. Whenever it shall be required by one or more members, the “yeas” and “nays” shall be recorded and any member may call for a division on any question.

SECTION 13. All questions of order shall be decided by the presiding officer of the Council with the right of appeal to the Council by any member.

SECTION 14. The presiding officer of the Council may, at his or her discretion, call any member to take the chair, to allow him or her to address the Council, makes a motion, or discusses any other matter at issue.

SECTION 15. Motions to lay any matter on the table shall be first in order, and on all questions, the last amendment, the most distant day, and the largest sum shall be first put.

SECTION 16. All meetings of the Council shall be open to the public, except when the Council meets in executive session as authorized by state law.

SECTION 17. The Council may meet in executive session only for those purposes authorized by state law. When a council member makes a motion to go into executive session for an enumerated purpose, the presiding officer shall put the motion to a vote. If the majority of the Council shall vote in favor of the motion to go into executive session, the body shall then move into executive

session to discuss the matter for which the executive session was called. No action may be taken in an executive session. When the discussion has been completed, the Council shall resume its deliberations in public.

SECTION 18. A motion for adjournment shall always be in order.

SECTION 19. The rules of the Council may be amended in the same manner as any other ordinance of general and permanent operation.

SECTION 20. The rules of the Council may be temporarily suspended by a vote of two-thirds of the members present.

SECTION 21. The chairman of each respective committee, or the Council Member acting for him or her, shall submit or make all reports to the Council when so requested by the presiding officer or any member of the Council.

SECTION 22. All ordinances, resolutions or propositions submitted to the Council which require expenditure of money shall lie over until the next meeting; provided, that such ordinances, resolutions or propositions may be considered earlier by unanimous consent of the Council; and provided further, that this rule shall not apply to the current expense of, or contracts previously made with, or regular salaries of officers, or wages of employees of the City.

SECTION 23. The clerk, engineer, attorney and chief of police, and such officers or employees of the City of Calera, shall when requested, attend all meetings of the Council and shall remain in the Council room for such length of time as the Council may direct.

SECTION 24. No ordinance or resolution of a permanent nature shall be adopted at the meeting at which it is introduced unless unanimous consent is obtained for the immediate consideration of such ordinance or resolution, such consent shall be by roll call and the vote thereon spread on the minutes.

SECTION 25. Robert's Rule of Order is hereby adopted as the rules of procedure for this Council in those situations which cannot be resolved by the rules set out in this Ordinance.

SECTION 26. This ordinance shall go into effect upon the passage and publication as required by law.

Council Member Bunn moved that unanimous consent of the Council be given for the immediate action upon said Ordinance No. 2016-23. Council Member Bradshaw seconded said motion and upon vote, the results were as follows:

AYES: Montgomery, Watts, Bradshaw, Graham, Bunn, Busby, Turner

NAYS: None

Thereupon, the Mayor declared said motion carried and unanimous consent given for the consideration of said Ordinance.

Council Member Montgomery moved that Ordinance No. 2016-23 be adopted, which motion was seconded by Council Member Busby and upon vote, the results were as follows:

AYES: Montgomery, Watts, Bradshaw, Graham, Bunn, Busby, Turner

NAYS: None

Adopted this 7th day of November, 2016.

Mayor Graham declared Ordinance No. 2016-23 adopted.

Connie B. Payton, City Clerk

Jon G. Graham, Mayor

DESIGNATION OF DEPOSITORY FOR CITY FUNDS:

Council Member Bradshaw made a motion to designate Central State Bank and Regions Bank as depository for City Funds. Council Member Montgomery seconded said motion which was carried unanimously.

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2016-12

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

1. That the Mayor of the City of Calera, Jon G. Graham, be and he is hereby authorized and directed to execute for and in the name of the City that certain Statutory Warranty Deed, a copy of which is attached hereto as Exhibit "1" and made part and parcel hereof as fully as if set out herein, for and as the act of the City of Calera and for and in consideration of the sum of \$250,973.00, the receipt to be paid upon delivery of the executed deed.
2. That Connie Payton, City Clerk, be and she is hereby authorized and directed to attest the signature of Mayor Jon G. Graham to the execution of the aforesaid deed and to affix her signature thereon at the place indicated on Exhibit "1" attached hereto.

3. That the City of Calera convey the property described on said deed to the proposed Grantee, Calera Crossings, LLC, an Alabama Limited Liability Company, for and in consideration of the purchase price therein expressed.

4. That the City Council does hereby find and determine that the subject property described on Exhibit "1" is no longer needed for public purposes and is being conveyed pursuant to that certain Out Parcel Ground Lease dated February 21, 2014, evidenced by Memorandum of Lease dated as of February 21, 2014, and recorded as Instrument No. 20140221000048340.

Council Member Bunn moved that Resolution No. R-2016-12 be adopted. Council Member Bradshaw seconded said motion and upon vote, the results were as follows:

AYES: Montgomery, Watts, Bradshaw, Graham, Bunn, Busby, Turner

NAYS: None

Mayor Graham declared Resolution No. R-2016-12 adopted.

Adopted this 7th day of November, 2016.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk

CERTIFICATE

I, the undersigned, Clerk of the City of Calera, Alabama, do hereby certify that the above and foregoing Resolution was duly induced, seconded, and unanimously adopted by the City Council of the City of Calera, Alabama, at a meeting thereof at City Hall in Calera, Alabama, on the 7th day of November, 2016.

Connie B. Payton
City Clerk, City of Calera, Alabama

Exhibit "1"

This Instrument Prepared By:
Martin G. Woosley, Esq.
Martin, Rawson & Woosley, P.C.
#2 Metroplex Drive, Suite 102
Birmingham, Alabama 35209

Send Tax Notice To:
Calera Crossing, LLC
P.O. Box 160306
Mobile, Alabama 36616-1306

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON) **STATUTORY WARRANTY DEED**

THIS STATUTORY WARRANTY DEED is entered into as of the ____ day of November, 2016, by CITY OF CALERA, ALABAMA, an Alabama municipal corporation ("Grantor") in favor of CALERA CROSSINGS, LLC, an Alabama limited liability company ("Grantee").

RECITALS

WHEREAS, the Grantor and Grantee have previously entered into that certain Outparcel Ground Lease ("Outparcel Ground Lease") dated February 21, 2014, as evidenced by Memorandum of Lease dated as of February 21, 2014 and recorded as Instrument No. 20140221000048340, in the Probate Office of Shelby County, Alabama; and

WHEREAS, Grantee has entered into an agreement to sell a portion of the Premises described in the Outparcel Ground Lease (the "Property" described herein on Exhibit A attached hereto) and has requested that Grantor convey its interest in said Property to a prospective purchaser; and

WHEREAS, in accordance with the terms and conditions of the Outparcel Ground Lease, Grantee is to pay Grantor \$250,973.00 as consideration for such conveyance of the Property to Grantee; and

WHEREAS, the foregoing actions will be in furtherance of the Resolution of the City, a certified copy of which is attached hereto and made a part hereof.

WITNESSETH

NOW THEREFORE, that for and in consideration of the mutual agreements of the parties hereto, and the payment of Two Hundred Fifty Thousand Nine Hundred Seventy-Three and NO/100 Dollars (\$250,973.00), the receipt and sufficiency whereof are acknowledged, the undersigned Grantor does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, the Property described on Exhibit A attached hereto (and the improvements thereon, and appurtenances thereto, if any), subject to the following:

- 1. Ad valorem taxes for the tax year commencing October 1, 2017, not yet due and payable.
- 2. Minerals and mining rights, if any, not owned by Grantor.

3. Easements and notes on plats recorded in Map Book 36, Page 62 and Map Book 41, Page 48, in the Probate Office of Shelby County, Alabama.
4. Easements granted Alabama Power Company recorded in Deed Book 99, Page 465, Instrument No. 20091026000401820, Instrument No. 20091026000401830, in the Probate Office of Shelby County, Alabama.
5. Agreement of Easements, Covenants, Conditions and Restrictions recorded in Instrument No. 20090305000081410, in the Probate Office of Shelby County, Alabama.
6. Covenants, conditions and restrictions contained in Memorandum of Lease by and between Calera Crossings, LLC and Publix Alabama, LLC recorded in Instrument No. 20090305000081420; as amended by First Amendment to Memorandum of Lease Instrument No. 20090305000081450; and as further amended by Second Amendment to Memorandum of Lease recorded in Instrument No. 20100125000023590, in the Probate Office of Shelby County, Alabama.
7. Easements and other matters which would be disclosed by an accurate and complete survey of said property and not shown by the public records.

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns forever.

Pursuant to the provisions of Ala. Code 40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantors' name and mailing address:

*City of Calera
7901 Highway 31
Calera, Alabama 35040*

Grantees' name and mailing address:

*Calera Crossings, LLC
41 West Interstate 65 Service Road
Mobile, Alabama 36616*

Property Address: Vacant land, Lot 6 Calera Marketplace

Purchase Price: \$250,973

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed under seal as of the ____ day of November, 2016.

"GRANTOR:"

CITY OF CALERA, ALABAMA

Attest:

Connie Payton
City Clerk

By: _____ [SEAL]

Name: Jon G. Graham
Its: Mayor

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jon G. Graham and Connie Payton, whose names as Mayor and City Clerk, respectively, of the CITY OF CALERA, ALABAMA, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they as such Mayor and City Clerk and with full authority, executed the same voluntarily for and as the act of said municipal corporation on the day the same bears date.

Given under my hand and official seal this ____ day of _____, 2016.

Notary Public

[NOTARIAL SEAL]

EXHIBIT A

Lot 6, according to the plat of Calera Marketplace, as recorded in Map Book 41, Page 48, in the Probate Office of Shelby County, Alabama.

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2016-13

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

Section 1. Findings. That the Council, upon evidence duly submitted to the considered by it, hereby finds, determines and declares as follows:

- (a) The City has heretofore proposed authorization of an Economic Development Grant Agreement (the “Agreement”, and attached hereto as Exhibit A) with LeTrinity, LLC and/or its assigns, to promote commercial development within the city. This Grant Agreement will mature in ten (10) years or less from the date of the opening of the proposed retail vehicle sales store.
- (b) The City will agree to rebate a portion of its overall sales and uses tax collection in an amount determined to be based on sales from LeTrinity, LLC and/or its assigns. The purpose of this proposed grant is the promotion of economic development of the City in accordance with the economic development goals and objectives of the City.
- (c) The Council has heretofore caused to be published in the Birmingham News (the newspaper having the largest circulation in the city) The Legal Notice was published in the Birmingham News on October 30, 2016 November 2, 4, and 6, 2016. A notice posted to the public announcing the holding by the Council, at its regularly scheduled meeting, or a public hearing at 6:30 p.m. on Monday, November 7, 2016 in the Calera City Hall located at 7901 Highway 31 Calera, The notice is for the purpose of receiving comments from interested citizens concerning the proposed authorization, execution and delivery of the Agreement by the City. As provided in the aforesaid notice to the public published in the Birmingham News, copies of a draft of said agreement have been available from public inspection at the office of the City Clerk, at 7901 Highway 31, Calera, Alabama.
- (d) Any interested person appearing at the meeting of the Council has been given an opportunity to make comments to the Council on the proposed authorization, and execution of the Agreement by the City, and the Council has considered such comments as may have been made with respect thereto.
- (e) The public benefits sought to be achieved by the proposed authorization, and execution of the Agreement by the City is the promotion of local economic development and the stimulation of the local economy, the inducement of commercial enterprises to locate new companies in the City (resulting in additional tax revenues for the City), increasing employment opportunities in the City and the promotion of the expansion and retention of business enterprises in the City, inuring to the economic health of the City. For purposes of Amendment No. 772 to the Constitution of Alabama of 1901.

Section 2. Approval. The Council hereby approves the proposed authorization, and execution of the Agreement by the City in accordance with the applicable provisions of the Economic Development Grant Agreement.

Council Member Bradshaw moved that Resolution No. R-2016-13 be adopted. Council Member Watts seconded said motion and upon vote, the results were as follows:

AYES: Montgomery, Watts, Bradshaw, Graham, Bunn, Busby, Turner

NAYS: None

Mayor Graham declared Resolution No. R-2016-13 adopted.

Adopted this 7th day of November, 2016.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk

CERTIFICATE

I, the undersigned, Clerk of the City of Calera, Alabama, do hereby certify that the above and foregoing Resolution was duly induced, seconded, and unanimously adopted by the City Council of the City of Calera, Alabama, at a meeting thereof at City Hall in Calera, Alabama, on the 7th day of November, 2016.

Connie B. Payton
City Clerk, City of Calera, Alabama

ECONOMIC DEVELOPMENT GRANT AGREEMENT

This **ECONOMIC DEVELOPMENT GRANT AGREEMENT** is made and entered as of 7th day of November , 2016 between the **CITY OF CALERA, ALABAMA**, an Alabama municipal corporation (the "**City**"), and LeTrinity, LLC and/or its assigns (the "**Company**").

Recitals

- A. The Company expects and intends to expand and increase the tax and revenue base of the City by development of the retail facilities described herein.
- B. The City has agreed to assist the Company with a Grant as provided herein.
- C. The Company has agreed to construct the Project within the Project Area as provided herein, together with all improvements, both public and private.
- D. Pursuant to the applicable laws of the State of Alabama referenced herein and for the purposes referenced herein, the City and the Company have delivered this Agreement.

Agreement

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants and agreements herein contained, the City and the Company hereby covenant and agree as follows:

ARTICLE 1

DEFINITIONS

For purposes of this Agreement the following terms shall have the following meanings:

"City Sales Tax" for any Monthly Period shall mean collectively sales and use taxes levied by the City (commonly called sales taxes) during such Monthly Period which consist of (i) a sales tax on persons engaged in the business of selling at retail any tangible personal property within the City (subject to exemption of certain property as provided by law) or in the business of conducting places of amusement or entertainment within the City, generally measured by the gross sales or receipts of such businesses and (ii) a use tax on the storage, use or other consumption of tangible personal property (subject to exemptions of certain property as provided by law) within the City, generally measured by the sales price of such property. The parties hereto acknowledge and agree that the City currently levies a four percent (4%) general sales and use tax within the City and a one percent (1%) sales and use tax on motor vehicles and utilities such and non-motorized recreational vehicles and utility trailers; however, nothing herein shall constitute an agreement by the City to keep said overall municipal sales and use tax at any specific rates.

"City Sales Tax Proceeds" for any Yearly Period shall mean and include all proceeds and

receipts of the City Sales Tax, but shall not include any proceeds or receipts (i) from the levy by the City of privilege, license or excise taxes not described in the definition of City Sales Tax, (ii) from the levy of privilege license or excise taxes of any kind, type or nature by taxing authorities other than the City, (iii) from the levy of any increase in the rate of the City Sales Tax enacted after the date of this Agreement.

"Commencement Date" shall mean the date on which an "NEW DEVELOPMENT" retail store opens for business to the public in the Project Area.

"Company" shall mean LeTrinity, LLC and/or its' assigns, and the legal successors thereto.

"Enabling Law" shall mean Section 94.01 of the Official Recompilation of the Constitution of the Alabama 1901 and Section 11-47-2 of the CODE OF ALABAMA (1975).

"Grant" shall mean those payments made by the City to the Company pursuant to this Agreement.

"Grant Schedule" shall mean the percentage of City Sales Tax Proceeds used to determine the amount of the annual payment to Company attached as **Exhibit "B"**.

"Monthly Period" shall mean a period of one calendar month, commencing on the first day of each month and ending on the last day of each month.

"New Development" shall mean "NEW DEVELOPMENT" within defined area as illustrated in Exhibit "A" Project Area and will include approximately 12.5 acres located at 1150 George Roy Parkway, Calera, AL 35040.

"Payment Date" shall mean January 5 (or if January 5 is not a business day, on the first business day following January 5) of each year commencing January 5, 2017 through the termination of this Agreement. All payments shall be made in arrears after the closing of the calendar end (January 1 to December 31 of each year).

"Project" shall mean the retail facilities acquired or constructed in the Project Area for the use and benefit of "NEW DEVELOPMENT".

"Project Area" shall mean the real property which is described in **Exhibit "A"**.

"Project City Grant Payments" shall mean an amount equal to the percentage set forth in the Grant Schedule multiplied by the City Sales Tax Proceeds actually received by the City from all sales tax collections but with said amount of said grant to Company (to be paid from City Sales Tax Proceeds) being calculated and determined solely from sales by Company at the "NEW DEVELOPMENT" during the Yearly Period for which such amount is determined to be due, net of all costs incurred by the City to collect and account for the City Sales Tax Proceeds within the Project Area. Costs incurred by the City is limited solely to the actual costs of audit,

separately reporting, and collection of use and sale taxes from “NEW DEVELOPMENT”.

“Project Real Property Investment” shall mean the cost paid by the Company for the acquisition of title to the real property within the Project Area.

“Section 94.01” shall mean Section 94.01 of the Official Recompilation of the Constitution of Alabama of 1901.

“Total City Grant Termination Date” shall mean the earlier of (i) Ten (10) years from the date the first certificate of occupancy is issued, whether temporary or permanent, for an “NEW DEVELOPMENT” store which permits the opening to the public and use of the store as a retail facility, (whether or not the aggregate Project City Grant Payments at that time have equaled the Total City Grant Commitment), or (ii) the Payment Date on which the City shall have paid as Project City Grant Payments an aggregate amount equal to the Total City Grant Commitment, or (iii) “NEW DEVELOPMENT”'s failure to open for business to the public prior to October 31, 2016, unless otherwise approved by the City..

“Total City Grant Commitment” shall mean an amount paid to the Company for improvements in the Project Area, not to exceed **\$1,000,000**, without interest, pursuant to the schedule as set forth in **Exhibits B** and **C**.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

The City hereby represents and warrants as follows:

- (1) The Grant shall be paid to the Company, upon condition that this Agreement is enforceable against the City in accordance with the terms hereof.
- (2) The issuance of the Grant for the purposes set forth in this Agreement will result in direct financial benefits to the City. The City has substantially complied with all conditions set forth in the Enabling Law to enter into this Agreement.
- (3) Pursuant to Section 5.01(1), the obligation of the City for the payment of any amounts under this Agreement is payable solely from, and shall not exceed the Project City Grant Payments. The City shall never be obligated to pay any amounts under this Grant Agreement which shall be in excess of the Project City Grant Payments actually received by the City during the term of this Agreement.

ARTICLE 3

DURATION OF AGREEMENT

The obligations of the City and the Company hereunder shall arise on its execution as required by law and the acquisition by the Company of the Project property, and shall continue until the earlier of (i) the Termination Date, or (ii) the date the Project or the City's commitment to rebate funds hereunder is determined by a court or tribunal having competent jurisdiction to be unenforceable, unauthorized and/or void.

ARTICLE 4

OBLIGATIONS OF THE DEVELOPER SECTION

4.01 Description of Obligations

(1) The Company hereby agrees to duly and punctually observe and perform all agreements thereof under this Agreement.

(2) The Company hereby agrees to do the following to facilitate the construction of the Project:

(a) Within six (6) months after the date of the full execution of this Agreement, the Company will have either started site work in good faith with every reasonable effort to open said facility as soon as practically able or received a written commitment from an "NEW DEVELOPMENT" retail store to lease and operate a store in the Project Area.

(b) Within six (6) months after the date of the full execution of this Agreement, obtain all necessary approvals for re- subdivisions, right of way dedications, variances, and permits from all federal, state, and local authorities.

(c) Company shall construct and reconstruct all public improvements, roadways and rights of ways disturbed, modified, or otherwise encroached, to standards in force and in place by the ordinances and regulations of the City.

(d) Should development not happen within the included timelines; extensions or alterations must be approved by the City to avoid any default herein.

SECTION 5

AGREEMENTS AND OBLIGATIONS OF THE CITY SECTION

5.01 Nature, Amount and Duration of Obligation of City.

(1) The City hereby agrees to pay to the Company in arrears on each Payment Date during the Term the Project City Grant Payments determined by the City to be due and payable on such Payment Date. The obligation of the City for the payment of the Project City Grant Payments:

(a) is a limited obligation payable solely from the City Sales Tax Proceeds in an amount calculated and determined from sales generated solely from "NEW DEVELOPMENT";

(b) shall never constitute a general obligation, or a charge against the general credit or taxing powers of the City within the meaning of any constitutional provision or statutory limitation whatsoever

(c) shall commence on the first Payment Date after the Commencement Date.

(2) The maximum amount of the Project City Grant Payments the City shall pay under this Agreement shall be limited to and shall not exceed the Total City Grant Commitment.

(3) The City shall have no obligation to pay any amount under this Agreement from and after the Termination Date.

5.02 Determination and Payment of Project City Grant Payments.

(1) On each Payment Date the City shall:

(i) determine the Project City Grant Payments (if any) to be made for the Yearly Period (provided that the initial Project City Sales Tax Payment shall be calculated for the period between the Commencement Date and the initial Payment Date); and

(ii) pay to the Company, such amount of Project City Grant Payments as determined under Section 5.02(1)(i).

(2) The City will permit any attorneys, accountants or other agents or representatives designated by the Company to (i) have access to and visit and inspect any of the accounting systems, books of account, and financial records and properties of the City which pertain to the City Sales Tax Proceeds and the determination of Project City Grant Payments, (ii) examine and make abstracts from any such accounting systems, books and records, and (iii) discuss the affairs,

finances and accounts of the City pertaining to the City Sales Tax Proceeds and the determination of Project City Grant Payments, with its officers, employees or agents, all at reasonable business times and upon reasonable notice; provided, however, that nothing in this section shall permit inspection of City tax records relating to any taxes other than the City Sales Tax Proceeds with respect to taxpayers located within the Project Area.

(3) The review and analysis of 5.02(2) will be contingent upon compliance with the Alabama Taxpayer Bill of Rights provisions, penalties and enforcement thereof. At no time will non public confidential information be provided to any entity unless otherwise specified in accordance of law.

5.03 The Grant.

(1) The obligation of the City to pay the Project City Grant Payments hereunder shall be evidenced by a single limited obligation Grant (as defined below) solely from, and secured on an equal and proportionate basis by a pledge of, so much of the City Sales Tax Proceeds as shall be necessary to pay the Project City Grant Payments (the "**Grant**") as set forth in **Exhibit B**.

(2) The Grant shall bear no interest, shall be issued in an aggregate principal amount not exceeding the Total City Grant Commitment and subject to all the terms and conditions hereof, and shall be dated the date of delivery, and shall mature on the Termination Date.

(3) The Grant shall be duly executed, sealed, and attested by the City, and shall be registered by the City as a conditional claim against so much of the City Sales Tax Proceeds as shall be necessary to pay the Project City Grant Payments with respect to such Grant and the Grant fund established therefor as therein provided.

(4) The Grant shall be registered and transferred as provided therein.

(5) In the event that City pledges any of its City Sales Tax Proceeds to secure the repayment of any bonds, warrants, debentures, notes or other indebtedness, the City's obligations to make the Project City Grant Payments shall be subordinate to any pledges thereof in favor of indebtedness of the City whether heretofore or hereafter issued by the City.

5.04 Special Agreements of the City.

(1) All proceedings of the governing body of the City heretofore had and taken, and all resolutions and orders adopted pursuant thereto with respect to the levy and collection of the City Sales Tax, are hereby ratified and confirmed in all respects from and after the effective date thereof.

(2) The City covenants and agrees that the City shall, as long as this Agreement and the Grant shall be outstanding, continue to levy and to provide for the assessment and collection of the sales and use taxes which provide the City Sales Tax Proceeds.

5.05 Special Agreements of the Company.

(1) Since this development may utilize public funds set aside as a grant for purposes contained herein, certain protections must be in place to provide assurance that public funds are utilized properly by terms contained herein within the “Grant” parameters. The developer agrees to take all effort necessary to attain and continue full occupancy and operation of this development. In the event that at any time this New Development is not able to generate gross annual sales equal to \$10,000,000 determined on a January 1 to December 31 annual basis (or for any partial year calculation, calculated using \$825,000 per month gross sales requirement), the Company will not be entitled to receive any Project City Grant Payments for that year.

ARTICLE 6

EVENTS OF DEFAULT AND REMEDIES SECTION

6.01 Events of Default

Any one or more of the following shall constitute an event of default by the City or the Company hereunder (an "**Event of Default**") under this Agreement (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) default in the performance, or breach, of any covenant or warranty of the City in this Agreement, and the continuance of such default or breach for a period of 30 days after there has been given, by registered or certified mail, to the City by the Company a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "notice of default" hereunder, provided that if such default is of a kind which cannot reasonably be cured within such thirty-day period, the City shall have a reasonable period of time within which to cure such default, provided that it begins to cure the default promptly after its receipt of such written notice and proceeds in good faith, and with due diligence, to cure such default; or

(b) default in the performance, or breach, of any covenant or warranty of the Company in this Agreement, and the continuance of such default or breach for a period of 30 days after there has been given, by registered or certified mail, to the Company by the City a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "notice of default" hereunder, provided that if such default is of a kind which cannot reasonably be cured within such thirty-day period, the Company shall have a reasonable period of time within which to cure such default, provided that it begins to cure the default promptly after its receipt of such written notice and proceeds in good faith, and with due diligence, to cure such default.

It is understood by the parties hereto that in the event a court or tribunal of competent jurisdiction declares this Agreement or any provision hereof, invalid, unenforceable or void, then said determination shall not be deemed to cause the City to incur an Event of Default hereunder notwithstanding that it fails or refuses to take any further action(s) or make any payment(s) hereunder.

6.02 Remedies

Each party hereto may, and each third-party beneficiary hereof may (subject to Section 6.03), proceed to protect its rights and interests by suit in equity, action at law or other appropriate proceedings, whether for the specific performance of any covenant or agreement of any other party herein contained or in aid of the exercise of any power or remedy available at law or in equity.

6.03 Remedies Subject to Applicable Law

All rights, remedies and powers provided by this Agreement may be exercised only to the extent the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that the same will not render this Agreement invalid or unenforceable.

ARTICLE 7

PROVISIONS OF GENERAL APPLICATION SECTION

7.01 Enforceability

The provisions of this Agreement shall be severable. In the event any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions hereof.

7.02 Prior Agreements Cancelled

This Agreement shall completely and fully supersede all other prior agreements, both written and oral, among the parties hereto relating to the matters contained herein. None of the parties hereto shall hereafter have any rights under any of such prior agreements but shall look to this Agreement for definition and determination of all of their respective rights, liabilities and responsibilities relating to the matters contained herein.

7.03 Counterparts

This Agreement may be executed in counterparts, each of which shall constitute but one and the same agreement.

7.04 Binding Effect; Governing Law

(a) This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns except as otherwise provided herein.

(b) This Agreement shall be governed exclusively by the laws of the State of Alabama.

7.05 Notices

(a) All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the party or to an officer of the party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, or sent by overnight courier, addressed as follows:

If to the City:	Attn: Mayor 10947 Highway 25 Calera, AL 35040
If to the Company:	c/o LeTrinity, LLC or its' assigns 1150 George Roy Parkway Calera, AL 35040

With copy to:

Attn: Legal Counsel, Russ Rudolph
10241 Destination Drive
Hammond, LA 70402

(b) Any such notice or other document shall be deemed to be received as of the date delivered, if delivered personally, or as of three (3) days after the date deposited in the mail, if mailed, or the next business day, if sent by overnight courier. Any such notice or other document delivered by mail must be sent with return receipt required.

7.06 Delegation and Assignment of this Agreement

(a) The City shall have no authority or power to, and shall not, delegate to any person the duty or obligation to observe or perform any agreement or obligation of the City hereunder. Nothing in this section, however, shall prevent the City from engaging appropriate consultants, experts, agents or outside representatives to perform the City's obligations under this Economic Development Grant Agreement on behalf of the City.

(b) The City shall not have any authority or power to, and shall not, assign to any person any right of the City hereunder or any interest of the City herein.

(c) The Company may assign the Grant payments as collateral for outstanding obligations and loans on the Project by filing with the City Manager a properly executed collateral assignment that adequately informs the City of the assignment of the rights to payment of the Grant. Company may not assign any of its obligations under this Agreement.

7.07 Amendments

This Agreement may be amended or supplemented only by an instrument in writing duly authorized, executed and delivered by each party hereto.

[Remainder of this page intentionally blank.]

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name, under seal, and the same attested, all by officers thereof duly authorized thereunto, and the Company has executed this Agreement under seal, and the parties have caused this Agreement to be dated the date and year first above written.

CITY OF CALERA, ALABAMA

SEAL

By: _____
Mayor

ATTEST: _____ City Clerk

DEVELOPER

By: _____
Its: _____

EXHIBIT A

Description of Project Area

The project area is approximately 12.78 acres located at or near 1150 George Roy Parkway, Calera, AL 35040.

Parcel Number:

229322001001.021 as recorded in the Shelby County, Alabama Map Book 30, Page 70.

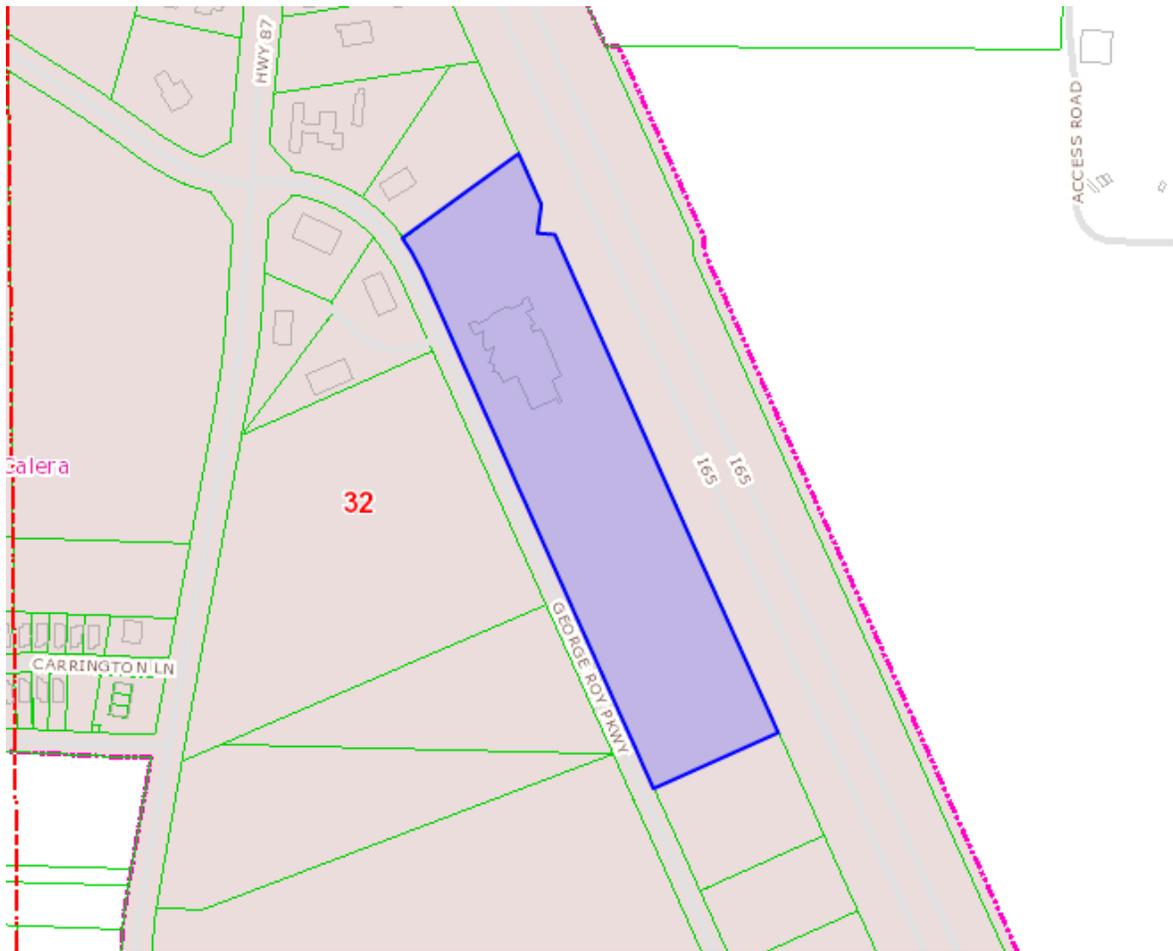


EXHIBIT B

Schedule of Determination of Incentive Payments

Period [^]	Percentage of Actual Receipt ^{^^}	Estimated City Project Tax Revenue Received per Year [*]	Estimated Total of Grant Payments per Year ^{**}
Partial Year	90%		
Year 1	90%	\$150,000.00	\$45,000.00
Year 2	90%	\$250,000.00	\$135,000.00
Year 3	85%	\$350,000.00	\$212,500.00
Year 4	80%	\$358,750.00	\$207,000.00
Year 5	40%	\$367,718.75	\$107,087.50
Year 6	35%	\$376,911.72	\$96,919.10
Year 7	20%	\$386,334.51	\$57,266.90
Year 8	20%	\$395,992.87	\$59,198.57
Year 9	20%	\$405,892.70	\$61,178.54
Year 10	7%	\$416,040.01	\$22,122.80
		\$3,457,640.57	\$1,003,273.42

[^]Year 1 is estimated to begin Jan 1, 2017. If the retailer is not open by June 30, 2017, it will be counted as a partial year and the period 'Year 1' would begin upon the next full calendar year. The % split would be based upon the figure in Year 1 column.

^{^^}This annual percentage is net of and calculated after sales tax collections have reached a minimum threshold of \$100,000 in sales received by the City from this New Development, determined on an annual basis calculated from January 1 to December 31 of each year.

^{*} Estimates are used for illustrative purposes only.

^{**} The maximum amount of incentive payments the Company will receive under this Agreement during the 10 years. If the grant proceeds meet or exceed the threshold set prior to 10 years, the developer would receive no further proceeds but the term of development agreement would still be in effect. Likewise, if after 10 years sales projections were overstated and do not yield the aforementioned total grant proceed offering, the development agreement ends with no further Grants due to developer.

EXHIBIT C

SCHEDULE OF GRANT PAYMENTS

All payments made in arrears after the closing of the yearly books

Payment Due Date	Payment Period	Tax Collected from the Project
January 5, 2017	From Commencement Date through December 31, 2016	From Commencement Date through December 31, 2016
January 5, 2018	January 1, 2017 through December 31, 2017	January 1, 2017 through December 31, 2017
January 5, 2019	January 1, 2018 through December 31, 2018	January 1, 2018 through December 31, 2018
January 5, 2020	January 1, 2019 through December 31, 2019	January 1, 2019 through December 31, 2019
January 5, 2021	January 1, 2020 through December 31, 2020	January 1, 2020 through December 31, 2020
January 5, 2022	January 1, 2021 through December 31, 2021	January 1, 2021 through December 31, 2021
January 5, 2023	January 1, 2022 through December 31, 2022	January 1, 2022 through December 31, 2022
January 5, 2024	January 1, 2023 through December 31, 2023	January 1, 2023 through December 31, 2023
January 5, 2025	January 1, 2024 through December 31, 2024	January 1, 2024 through December 31, 2024
January 5, 2026	January 1, 2025 through December 31, 2025	January 1, 2025 through December 31, 2025
January 5, 2027	January 1, 2026 through December 31, 2026	January 1, 2026 through December 31, 2026

GUESTS:

Vickie McGiboney was present to discuss the ongoing drainage issue on 10th Avenue beside her business. Mrs. McGiboney handed out pictures of the ditch and the property next door for the Mayor and Council Members to review. Mrs. McGiboney is still having a mosquito problem on her property. Mrs. McGiboney stated she has a problem with the property next to her stacking wrecked cars and she thinks they are holding water.

Chris Pappas, City Engineer reported a meeting was held on the property with Mrs. McGiboney and her husband to discuss the issues. Mr. Pappas suggested we consider

replacing the 10th Avenue ditch with concrete to help remove the water. Mr. Pappas will report back to the Mayor and Council with a cost estimate.

Mayor Graham reported the public works department has sprayed the area behind the daycare and placed mosquito control donuts in the ditch to help with the problem.

Mrs. McGiboney is requesting the Mayor and Council find a solution to her problem.

Council Member Watts made a motion to turn this issue over to legal counsel. Council Member Bradshaw second said motion which was carried unanimously.

Mayor Graham invited everyone in attendance to stay for refreshments.

Council Member Busby made a motion to adjourn the meeting at 7:06 p.m.

Approved this 21st day of November, 2016.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk