

November 25, 2019

STATE OF ALABAMA,
LIMESTONE COUNTY,
CITY OF ATHENS.

The City Council of the City of Athens, Alabama met in regular session at the Athens Municipal Building, 200 Hobbs Street West in Athens, Alabama, on November 25, 2019, at 5:30 p.m. The meeting was called to order by Councilman Harold Wales, President of the Council. Upon roll call, the following were found to be present: Councilmembers Harold Wales, Wayne Harper, Frank Travis and Chris Seibert. Clark McKee and Andrew Paul, members of Athens Bible School Boy Scout Troop 21, and Mayor Marks' grandson, Quinton Marks, joined Mayor Marks in leading the Pledge of Allegiance. Annette Barnes, City Clerk, was present and recorded the minutes of the meeting. Frank Travis offered the invocation. The Chairperson stated that a quorum was present and that the meeting was open for transaction of business.

The Chairperson stated that the Minutes of the November 4, 2019 City Council Meeting had been submitted for approval. Councilman Seibert moved that the reading of the Minutes be suspended and that the Minutes be approved as recorded. The motion was seconded by Councilman Travis and was unanimously carried. The Chairperson stated that the Minutes of the November 4, 2019 City Council Work Session Meeting had been submitted for approval. Councilman Seibert moved that the reading of the Minutes be suspended and that the Minutes be approved as recorded. The motion was seconded by Councilman Travis and was unanimously carried.

Mayor Marks read a proclamation declaring November as Pancreatic Cancer Awareness Month and recognized Steve Smith, who is currently fighting pancreatic cancer, and his wife, Teresa. Mayor Marks also recognized Scott Marshall of West End Outdoors, who is fighting bladder cancer.

Council President Wales read a prepared statement addressing the City Council District 4 seat recently vacated by former City Councilman Joseph Cannon. He stated that although Council vacancies have been filled in the past by the City Council, he does not intend to place a resolution to fill the vacancy on the City Council agenda. Mr. Wales also stated that he believes the current Council will continue to represent the interests of District 4 and due to the 2020 election being within a few months, he feels it is best to allow the residents of District 4 to elect Councilman Cannon's replacement. He then asked the other Council members if they had any comments or opposition to his statements. There being none, Mr. Wales proceeded with the meeting.

A public hearing was held to hear comments concerning the zoning approval for the sale of alcohol in the City of Athens by JA1, Inc., DbA: Market Street BP, 1606 Market Street, West.

No one spoke in favor of or against.

A public hearing was held to hear comments concerning the zoning approval for the sale of alcohol in the City of Athens by Del Sur Market, 800 Hwy 72, Ste. F.

No one spoke in favor of or against.

A public hearing was held to hear comments concerning rezoning property for Linton Road, LLC, from an EST, Estate Agricultural and Residential District, to a C-PUD, Conventional Planned Unit Development District, located directly east of 22345 Nick Davis Road.

Public Works Director, James Rich, reported that this property has met all the City's requirements for rezoning and that the City's Planning Commission recommends Council approval of the rezoning request.

Councilman Harper introduced the following ordinance:

AN ORDINANCE TO REZONE PROPERTY FOR LINTON ROAD LLC FROM AN EST, ESTATE AGRICULTURAL AND RESIDENTIAL DISTRICT TO A C-PUD, CONVENTIONAL PLANNED UNIT DEVELOPMENT DISTRICT. PROPERTY CONSISTS OF +/-11.95 ACRES LOCATED DIRECTLY EAST OF 22345 NICK DAVIS ROAD, WITHIN THE COORPORATE LIMITS OF THE CITY OF ATHENS.

STATE OF ALABAMA,
LIMESTONE COUNTY,
CITY OF ATHENS

ORDINANCE NUMBER 2019 – 2095

WHEREAS, the Planning Commission of the City of Athens, Alabama, has made a recommendation to the City Council of the City of Athens, Alabama, that hereinafter described areas should be rezoned from an EST, Estate Agricultural and Residential District to a C-PUD Conventional Planned Unit Development District.

The City Council of the City of Athens, Alabama, finds that “The Zoning Ordinance of the City of Athens, Alabama,” should be amended so as to rezone the hereinafter described area as “C-PUD Conventional Planned Unit Development District.”

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, as follows:

Commence at the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 11, Township 3 South, Range 4 West, thence South 01 degrees 19 minutes 38 seconds West a distance of 848.98 feet to a point in the centerline of Linton Road, thence South 01 degrees 15 minutes 21 seconds West a distance of 230.00 feet to a point in the centerline of said Linton Road, thence South 88 degrees 16 minutes 39 seconds East a distance of 25.00 feet to a point on the east right-of-way of said Linton Road, thence continue South 88 degrees 16 minutes 39 seconds East a distance of 610.40 feet to an existing 5/8” rebar, said 5/8” rebar being the Point of True Beginning of the tract herein described,

Thence from the Point of True Beginning North 07 degrees 48 minutes 03 seconds West a distance of 233.21 feet to an existing 5/8” rebar,

Thence South 88 degrees 17 minutes 29 seconds East a distance of 732.61 feet to an existing 3/4” iron pin,

Thence South 02 degrees 10 minutes 35 seconds West a distance of 506.28 feet to an existing crimp top pipe,

Thence South 70 degrees 16 minutes 09 seconds West a distance of 365.30 feet to an existing 3/4” iron pin,

Thence South 01 degrees 55 minutes 09 seconds West a distance of 227.31 feet to an existing 1-1/2” pipe on the north right-of-way of Nick Davis Road,

Thence South 86 degrees 16 minutes 50 seconds West along the north right-of-way of said Nick Davis Road a distance of 383.31 feet to a set 5/8” rebar with cap stamped “Dunivant Engr. Co. CA-0044-LS”,

Thence North 04 degrees 28 minutes 20 seconds East a distance of 674.14 feet to the Point of True Beginning and containing 11.95 acres, more or less.

SUBJECT TO:

A 10.00-foot Utility Easement lying 10.00 feet North of and adjoining the north right-of-way of Nick Davis Road.

ALSO SUBJECT TO:

One half of a 50.00-foot Drainage Easement, the East boundary of said easement lying 25.00 feet East of and adjoining the West boundary of the above described tract.

ADOPTED and APPROVED this, the 25th day of November, 2019.

/s/ Harold Wales

PRESIDENT, CITY COUNCIL,
CITY OF ATHENS, ALABAMA

/s/ William R. Marks

MAYOR, CITY OF ATHENS, ALABAMA

ATTEST:

/s/ Annette Barnes

CITY CLERK, CITY OF ATHENS, ALABAMA

Councilmember Seibert moved that unanimous consent be given for immediate consideration of and action on said ordinance, which motion was seconded by Councilmember Travis, and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Seibert, Wales, Travis, and Harper; NAYS: None. The President thereupon declared that the motion for unanimous consent for immediate consideration of and action on the said ordinance had been unanimously carried. Councilmember Harper thereupon moved that the ordinance be finally adopted, which motion was seconded by Councilmember Seibert and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Seibert, Wales, Travis, and Harper; NAYS: None. The President thereupon announced that the motion for the adoption of the said ordinance had been unanimously carried.

A public hearing was held to hear comments concerning rezoning property for Edna R. Bailey and Keith Rowe from an EST, Estate Agricultural and Residential District, to an R-1-1 Single Family Low Density Residential District, located at 13617 Cambridge Lane and surrounding property.

Public Works Director, James Rich, reported that this property has met all the City's requirements for rezoning and that the City's Planning Commission recommends Council approval of the rezoning request.

Councilman Travis introduced the following ordinance:

AN ORDINANCE TO REZONE PROPERTY FOR EDNA R. BAILEY AND KEITH ROWE FROM AN EST, ESTATE AGRICULTURAL AND RESIDENTIAL DISTRICT TO AN R-1-1 SINGLE FAMILY LOW DENSITY RESIDENTIAL DISTRICT. PROPERTY CONSISTS OF +/-12.95 ACRES LOCATED AT 13617 CAMBRIDGE LANE AND SURROUNDING PROPERTY, WITHIN THE COORPORATE LIMITS OF THE CITY OF ATHENS.

STATE OF ALABAMA,
LIMESTONE COUNTY,
CITY OF ATHENS

ORDINANCE NUMBER 2019 – 2096

WHEREAS, the Planning Commission of the City of Athens, Alabama, has made a recommendation to the City Council of the City of Athens, Alabama, that hereinafter described areas should be rezoned from an EST, Estate Agricultural and Residential District to an R-1-1 Single Family Low Density Residential District.

The City Council of the City of Athens, Alabama, finds that "The Zoning Ordinance of the City of Athens, Alabama," should be amended so as to rezone the hereinafter described area as "R-1-1 Single Family Low Density Residential District."

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, as follows:

A tract of land lying in the Northeast Quarter of Section 25, Township 3 South, Range 4 West, Limestone County, Alabama, and being more particularly described as follows,

Commence at the Southeast corner of the Northeast Quarter of said Section 25, thence South 87 degrees West a distance of 30 feet to a point, said point being the Point of True Beginning of the tract herein described,

Thence from the Point of True Beginning continue South 87 degrees West a distance of 500 feet to point,

Thence North 03 degrees West, being 530 feet west of and parallel with the east boundary of said Section 25, a distance of 1128.53 feet to a point,

Thence North 87 degrees East a distance of 500.00 feet to a point,

Thence South 03 degrees East, being 30 feet west of and parallel with the east boundary of said Section 25, a distance of 1128.53 feet to the Point of True Beginning and containing 12.95 acres, more or less.

ADOPTED and APPROVED this, the 25th day of November, 2019.

/s/ Harold Wales
PRESIDENT, CITY COUNCIL,
CITY OF ATHENS, ALABAMA

/s/ William R. Marks
MAYOR, CITY OF ATHENS, ALABAMA

ATTEST:

/s/ Annette Barnes
CITY CLERK, CITY OF ATHENS, ALABAMA

Councilmember Harper moved that unanimous consent be given for immediate consideration of and action on said ordinance, which motion was seconded by Councilmember Seibert, and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Seibert, Wales, Travis, and Harper; NAYS: None. The President thereupon declared that the motion for unanimous consent for immediate consideration of and action on the said ordinance had been unanimously carried. Councilmember Travis thereupon moved that the ordinance be finally adopted, which motion was seconded by Councilmember Harper and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Seibert, Wales, Travis, and Harper; NAYS: None. The President thereupon announced that the motion for the adoption of the said ordinance had been unanimously carried.

Scott Marshall, 410 East Washington Street, Athens, addressed the Council regarding Council President Wales' statement that the District 4 seat will not be filled by an appointment of the Council. He stated his opposition to the Council waiting for an election, which is still nine months away.

Greg Skipworth, 17530 Springview Drive, Athens, also voiced his opposition to the Council not appointing a District 4 Council member and asked the Council to reconsider its decision.

Councilman Seibert introduced the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, to approve travel/education expenses for personnel of the Athens Utilities Gas Department.

Mason Matthews	ANGA Management Roundtable & Board Meeting Gulf Shores, AL October 16-18, 2019	\$435.00
----------------	--	----------

The motion was seconded by Councilman Travis and was unanimously carried.

Councilman Seibert introduced the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, to approve travel expenses for the following personnel from the Police Department.

Terri Hightower	Southern Software NIBRS Training November 4, 2019 – November 5, 2019 Montgomery, Alabama	\$ 170.10
-----------------	--	-----------

The motion was seconded by Councilman Travis and was unanimously carried.

Councilman Seibert introduced the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, to set a Public Hearing for the regular meeting of December 23, 2019 to review the request of Cannon Family LLC and Maund Family LLC to rezone +/-106.946 acres from M-1 Light Industrial District to R-1-3 High Density Single Family Residential District located +/-1500 feet west of US HWY 31 South, on the southern side of Roy Long Road.

The motion was seconded by Councilman Travis and was unanimously carried.

Councilman Seibert introduced the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, to approve a purchase from Tallassee Automotive, Inc. for two 2020 Dodge Crew Cab pick-up trucks for a total price of \$55,104.00.

The motion was seconded by Councilman Travis and was unanimously carried.

Councilman Seibert introduced the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, to approve the purchase of a 2019 Ditch Witch FX20 Vacuum Excavation System in the amount of \$23,888.56 from Ditch Witch in Alabaster, AL for the Athens Utilities Gas Department.

The motion was seconded by Councilman Travis and was unanimously carried.

Councilman Harper introduced the following resolution:

RESOLUTION NUMBER 2019 - 1644

A RESOLUTION APPROVING AN ECONOMIC DEVELOPMENT PROJECT WITH INDORAMA VENTURES SUSTAINABLE SOLUTIONS, LLC

WHEREAS, Indorama Ventures Sustainable Solutions, LLC (the “Company”), located at 1764 Wilkinson Street, Athens, Alabama, is a world-class chemicals company and a global integrated leader in PET and fibers serving major customers in diversified end-use markets;

WHEREAS, the Company wishes to expand its operations at 1764 Wilkinson Street by an approximately 100,000 square feet addition on the same site, and the addition of sixty (60) new full-time jobs, for an approximate investment of \$40,436,000.00 (the “Project”).

WHEREAS, the City Council of the City of Athens has determined that it is in the City’s best interest to provide various incentives and financial assistance to the Company in order to facilitate the development, construction and establishment of the Project, and that such expenditure will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to the Company or any other private entities;

WHEREAS, the Council wishes to extend economic development incentives to the Project;

WHEREAS, the activities to be authorized by this resolution; the public benefits sought to be achieved thereby; and each individual, firm, corporation, and other business entity to whom or for whose benefit the City proposes to lend its credit or grant public funds or thing of value, have been described in reasonable detail and/or identified in a notice published in the *Athens News Courier*, which this City Council finds and determines is the newspaper having the largest circulation in the county or municipality, at least seven days prior to this meeting;

WHEREAS, the City and the Company wish to memorialize the general terms of their agreement with respect to the development of the Project; and

WHEREAS, such agreement would provide for the City’s incentive payment of up to \$25,000 to the Company when the Company attains certain full-time employment goals at certain wage levels (\$12,500 when the Company reaches a yearly average of 30 full-time employees, and an additional \$12,500 when the Company reaches a yearly average of 60 full-time employees). The agreement also provides that the City would provide the Company with the abatement of certain non-educational construction-related and ad valorem property taxes pursuant to Chapter 9B of Title 40 of the *Code of Alabama*.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA on November 25, 2019 at 5:30 p.m., as follows:

1. The Mayor of the City is hereby authorized and directed, in the name of and for account of the City, to enter into the contract between the City and the Company, in substantially the same form as is attached hereto (entitled the “Economic Development Project Agreement”) as **Exhibit 1**, with such non-substantive changes or additions thereto or deletions therefrom as the Mayor shall approve, which approval shall be conclusively evidenced by his execution of such instrument. The City Clerk of the City is hereby authorized and directed to affix the official seal of the City to such instruments and to attest the same.

2. It is hereby determined that the expenditures of public funds for the purposes specified in this Resolution will serve valid and sufficient public purposes, including (i) promoting, improving and expanding economic and commercial development/activity, (ii) increasing the number and diversity of employment opportunities for citizens of the City, and (iii) enhancing the overall quality of life for the citizens of the City, notwithstanding any incidental benefit accruing to any private entity or entities.

3. The Mayor is authorized to take actions and execute such other and further documents as may be necessary to effect and carry out the transactions contemplated by this Resolution and/or the agreements referenced herein, including but not limited to the expenditure and use of municipal funds as set forth in those agreements; and approving and executing further agreement(s) that are consistent with and involved in carrying out the transactions contemplated by this Resolution.

ADOPTED this the 25th day of November, 2019.

/s/ Harold Wales
PRESIDENT, CITY COUNCIL,
CITY OF ATHENS, ALABAMA

EXHIBIT 1

ECONOMIC DEVELOPMENT PROJECT AGREEMENT

ECONOMIC DEVELOPMENT PROJECT AGREEMENT

This Economic Development Project Agreement (this "**Agreement**") is entered into as of the ___ day of November, 2019, by and among the **CITY OF ATHENS, ALABAMA**, an Alabama municipal corporation (the "**City**") and **INDORAMA VENTURES SUSTAINABLE SOLUTIONS, LLC**, a Delaware limited liability company (the "**Company**"). The City and the Company are sometimes referred to herein as the "**Parties**".

RECITALS:

The Company's principal place of business is 1764 Wilkinson Street, Athens, Alabama (the "**Property**"). The Company is a world-class chemicals company and a global integrated leader in PET and fibers serving major customers in diversified end-use markets. The Company wishes to expand its operations at the Property by an approximately 100,000 square feet addition on the same site, and the addition of sixty (60) new full-time jobs, for an approximate investment of \$40,436,000.00 (the "**Project**").

In order to induce the Company to construct and operate the Project, the City is willing to (i) pay to the Company up to Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) upon the Company's satisfaction of certain employment targets, as described in more detail herein; and (ii) cause the abatement of construction related transaction taxes and ad valorem taxes with respect to the Project for a period of 10 years, as described in more detail herein.

The City has approved the transactions contemplated hereby after notice to the public in accordance with the requirements of § 94.01 of the Constitution of Alabama of 1901.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Undertakings of the Company. The Company agrees, promises, represents, and warrants:

(a) that it shall use its commercially reasonable efforts to construct the Project as a facility for the production and distribution of PET and fibers serving major customers in diversified end-use markets, including an addition of approximately 100,000 square feet in compliance with all applicable zoning, environmental and other applicable laws and regulations.

(b) that it shall use its commercially reasonable efforts to employ, within five (5) years following the date of this Agreement, not less than sixty new (60) Full Time Employees. As used herein, the phrase "**Full Time Employees**" shall mean employees of the Company and/or its parent, subsidiary, or sister legal entities, hired for new employment positions that are created after the date of this Agreement (and not as a replacement or substitution for employment positions that exist as of the date of this Agreement), who work on the Property in connection with the Project to perform a job which requires a minimum of Thirty-Six (36) hours of an individual's time each week during normal operations.

(c) that it shall cause any construction activities regarding the Project 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. The Company shall require any architect, general contractor, subcontractor or other business performing any work in connection with the Project to obtain all necessary permits, licenses and approvals to construct the same.

(d) that it shall be in material compliance with all applicable laws, ordinances, rules and regulations of the City and, further, shall be current in payment of any and all taxes, fees, and other charges imposed by the City unless such payments are the subject of a bona fide dispute and are being challenged by the Company.

(e) that it is duly organized and validly existing as a corporation under the laws of the State of Delaware and has duly authorized its execution, delivery and performance of this Agreement.

(f) that neither the execution and delivery of this Agreement, nor the performance hereof, by the Company requires any consent of, filing with or approval of, or notice to, or hearing with any person or entity (including, but not limited to, any governmental or quasi-governmental entity), except for such consents, filings, notices and hearings described herein, or already held or maintained.

(g) that neither the authorization, execution and delivery of, nor the performance of, this Agreement by the Company, violates, constitutes a default under or a breach of (i) the Company's certificate of incorporation or other organizational documents of the Company, (ii) any agreement, instrument, contract, mortgage or indenture to which the Company is a party or to which the Company or its assets are subject, or (iii) any judgment, decree, order, ordinance, regulation, consent or resolution applicable to the Company or any of its assets.

(h) that there is not now pending nor, to the knowledge of the Company, threatened, any litigation affecting the Company which questions the validity or organization of the Company, or any of the representations and warranties of the Company contained herein.

Section 2. City's Full-Time Employment Incentive Payments.

(a) *Incentive Payments.* In consideration of the Company's agreements, promises, warranties, and representations set forth in Section 1 of this Agreement, the City agrees that:

(i) Upon receipt of Documentation (as defined below) of (i) the Company's employment of an average of at least thirty (30) Full Time Employees for the twelve (12) month period immediately preceding receipt of the Documentation, and (ii) the Company's payment of an average annual wage of \$15.00 per hour, exclusive of benefits, for all Full Time Employees during that preceding 12 months period, the City shall pay to the Company the sum of Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00); and

(ii) Upon receipt of Documentation (as defined below) of (i) the Company's employment of an average of at least sixty (60) Full Time Employees for the twelve (12) month period immediately preceding receipt of the Documentation (or in other words, by adding 30 Full Time Employees to the 30 Full Time Employees referenced in Section 2(a)(i)), and (ii) the Company's payment of an average wage of \$15.00 per hour, exclusive of benefits, for all Full Time Employees during that preceding 12 months period, the City shall pay to the Company an additional sum of Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00).

(b) *Calculation of Averages.* The average number of Full Time Employees during any 12-month period shall be determined by totaling the number of Full Time Employees on the 15th day of each calendar month during such period and dividing the total by twelve. The average wage of Full Time Employees during any 12-month period shall be determined by totaling the average amount of wages, exclusive of benefits, paid to the Full Time Employees for each calendar month during the period and dividing the total by twelve.

(c) *Documentation.* As used herein "**Documentation**" shall mean: (i) a schedule showing the number of Full Time Employees on the 15th day of each month during the 12-month period; (ii) a schedule showing the average amount of wages paid to the Full Time Employees for each calendar month during the 12-month period; (iii) a certificate of the chief executive officer or chief operating officer of the Company as to the accuracy of such schedules, stating that each employee included within the numbers shown on such schedules met the requirements for a Full Time Employee as defined herein, stating the average number of Full Time Employees during such 12-month period, calculated based upon the actual number of Full Time Employees on the 15th day of each month within the 12-month period, and stating the average wage of Full Time Employees during such 12-month period, calculated based upon the average amount of wages paid to the Full Time Employees for each month within the 12-month period; and (iv) if requested by the City, such additional documentation as shall reasonably be required to demonstrate compliance with the requirements of this Section.

(d) *Payment Manner and Method.* Each payment required by subsection (a) of this Section 2 shall be paid by check or draft by the City to the Company not later than forty-five (45) days following the City's receipt of the Documentation.

(e) *Timing of Documentation.* The Company may send the Documentation to the City at any time that the Company is able to satisfy the requirements of this Section 2. However, the obligations of the City to make a payment pursuant to this Section 2 shall terminate unless it shall have received Documentation not later than the date which is five (5) years following the date of this Agreement.

(f) *No City Obligation upon Certain Events.* The City shall have no obligation to make any payment pursuant to this Section 2 if it determines, in its reasonable discretion, that the Company has breached or violated any of

the Company's obligations as set forth in Section 1 of this Agreement, or if any of the information in the Documentation is incorrect such that the requirements of Section 2(a) have not been satisfied.

(g) *Limitation on City's Payment.* The City shall not be required to pay the Company more than a cumulative total of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) pursuant to this Section 2.

Section 3. Tax Abatements. Upon receipt of such application and supporting material as it typically requires for such grants, the City, pursuant to, to the extent permitted by and in accordance with the provisions of Chapter 9B of Title 40 of the Code of Alabama, shall enter into a Tax Abatement Agreement with the Company providing for (i) the abatement of construction related transaction taxes with respect to the Project, and (ii) the abatement of ad valorem property taxes for a period of ten (10) years with respect to the Project.

Section 4. Miscellaneous.

(a) *Severability.* The provisions of this Agreement shall be severable. In the event any provision this Agreement 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 or thereof.

(b) *Prior Agreements.* 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, and 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.

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

(d) *Binding Effect.* 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.

(e) *Governing Law.* This Agreement shall be governed exclusively by the laws of the State of Alabama, without regard to its conflict of laws provisions.

(f) *Notices.* 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:

City of Athens, Alabama
Attn: Mayor
PO Box 89
Athens, AL 35612
Email: rmarks@athensal.us

City of Athens, Alabama
Attn: City Clerk
PO Box 89
Athens, AL 35612
Email: abarnes@athensal.us

with a copy to:

Shane Black, Esq.
Hand Arendall Harrison Sale LLC
102 South Jefferson Street
Athens, AL 35611

If to the Company:

Indorama Ventures Sustainable Solutions, LLC
1764 Wilkinson Street
Athens, AL 35611
Attn: Chief Operations Officer

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.

(g) *Assignment.* None of the rights hereunder or the duties undertaken hereby may be assigned or delegated by any party hereto without the prior, written consent of the other parties; which consent shall not be unreasonably withheld. However, the Company may assign its rights and delegate its duties hereunder to a third party (i) that constitutes a joint venture between the Company and another entity, and/or its participants individually, (ii) in which the Company has an ownership interest or (iii) which is affiliated by common ownership with the Company, without the consent of the City, upon providing notice to the City, and in the event of such an assignment the assignee shall be consolidated with the Company for purposes of maintaining and reporting Full Time Employees as set forth herein.

(h) *Electronic Signature.* This Agreement and any additional amendments to this Agreement may be executed only by hand-signatures; however, such signatures may be transmitted by facsimile or email, and any such electronic transmissions of the signatures shall be deemed to constitute originals. In addition, either party may rely upon any electronic transmission of any document that is properly executed by the other party. The signature of any party thereon shall be considered for those purposes as an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document. At the request of any party, a facsimile or scanned email document shall be re-executed by all parties in original form. No party may raise the use of a facsimile machine or scanned email, or the fact that any signature was transmitted through the use of a facsimile or scanned email as a defense to the enforcement of this Agreement.

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

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.

[signature lines]

Councilmember Seibert moved that unanimous consent be given for immediate consideration of and action on said resolution, which motion was seconded by Councilmember Travis, and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Seibert, Wales, Travis, and Harper; NAYS: None. The President thereupon declared that the motion for unanimous consent for immediate consideration of and action on the said resolution had been unanimously carried. Councilmember Harper thereupon moved that the resolution be finally adopted, which motion was seconded by Councilmember Seibert and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Seibert, Wales, Travis, and Harper; NAYS: None. The President thereupon announced that the motion for the adoption of the said resolution had been unanimously carried.

Councilman Travis introduced the following resolution:

RESOLUTION NUMBER 2019 - 1645

This resolution made this 25 day of November, 2019 (the Effective Date) by the City Council of Athens, AL (the Granting Authority), to grant a tax abatement to Indorama Ventures Sustainable Solutions, LLC (the Company).

WHEREAS, the Company has announced plans for a (check one):

new project or major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., Code of Alabama 1975) (the Act), the Company has requested from the Granting Authority an Abatement of (check all that apply):

- all state and local non-educational property taxes,

- all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and /or
- all mortgage and recording taxes; and

WHEREAS, the Company has requested that the abatement of state and local non-educational property taxes (if applicable) be extended for a period of 10 years, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications (copy attached) filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, the construction of the project will involve a capital investment of \$40,436,000; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in the Tax Abatement Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of the Tax Abatement Agreement;

NOW THEREFORE, be it resolved by the Granting Authority as follows:

Section 1. Approval is hereby given to the application of the Company and abatement is hereby granted of (check all that apply):

- all state and local non-educational property taxes,
- all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and /or
- all mortgage and recording taxes

as the same may apply to the fullest extent permitted by the Act. The period of abatement for the non-educational property taxes (if applicable) shall extend for a period of 10 years measured as provided in Section 40-9B-3(a)(12) of the Act.

Section 2. The governing body of the Granting Authority is authorized to enter into an abatement agreement with the Company to provide for the abatement granted in Section 1.

Section 3. A certified copy of this resolution, with the application and abatement agreement, shall be forwarded to the Company to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

Section 4. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

ADOPTED and APPROVED this, the 25th day of November, 2019.

/s/ Harold Wales
PRESIDENT, CITY COUNCIL,
CITY OF ATHENS, ALABAMA

/s/ William R. Marks
MAYOR, CITY OF ATHENS, ALABAMA

ATTEST:

/s/ Annette Barnes

CITY CLERK, CITY OF ATHENS, ALABAMA

The motion was seconded by Councilman Harper and was unanimously carried.

Councilman Seibert introduced the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF ATHENS, ALABAMA, to adopt the attached revised organizational chart for the Cemeteries, Parks, and Recreation Department, which includes the following 30 positions:

1. Director of Cemeteries, Parks, and Recreation
2. Recreation Programs Administrator
3. Administrative Assistant
4. Cemetery Coordinator
5. Facilities Maintenance Supervisor
6. Maintenance Technicians (3 positions)
7. Recreation Services Supervisor
8. Recreation Coordinators (5 positions)
9. Recreation Clerks (2 positions)
10. Cemetery Services Supervisor
11. Cemetery Equipment Operators (3 positions)
12. Assistant Foreman, Park Services
13. Parks Grounds Equipment Operators (6 positions)
14. Mechanic
15. Part-time Recreation Assistant

The motion was seconded by Councilman Harper and was unanimously carried.

Councilman Harper introduced the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF ATHENS, ALABAMA to adopt the following revised job description for the Cemeteries, Parks, and Recreation Department:

- Recreation Programs Administrator; Job description created 09/25/2019

The motion was seconded by Councilman Seibert and was unanimously carried.

Councilman Travis introduced the following ordinance:

**STATE OF ALABAMA
LIMESTONE COUNTY
CITY OF ATHENS**

ORDINANCE NUMBER 2019 - 2097

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, that Ordinance Number 888, establishing a classification list for classified employees is hereby amended as follows, effective: 11/25/2019.

Add the following job title to the list of classified positions:

- (1) **Recreation Programs Administrator, Grade 12, CPR Department**

ADOPTED and APPROVED this, the 25th day of November, 2019.

/s/ Harold Wales
PRESIDENT, CITY COUNCIL,
CITY OF ATHENS, ALABAMA

/s/ William R. Marks
MAYOR, CITY OF ATHENS, ALABAMA

ATTEST:

/s/ Annette Barnes
CITY CLERK, CITY OF ATHENS, ALABAMA

Councilmember Harper moved that unanimous consent be given for immediate consideration of and action on said ordinance, which motion was seconded by Councilmember Seibert, and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Seibert, Wales, Travis, and Harper; NAYS: None. The President thereupon declared that the motion for unanimous consent for immediate consideration of and action on the said ordinance had been unanimously carried. Councilmember Travis thereupon moved that the ordinance be finally adopted, which motion was seconded by Councilmember Seibert and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Seibert, Wales, Travis, and Harper; NAYS: None. The President thereupon announced that the motion for the adoption of the said ordinance had been unanimously carried.

Councilman Harper introduced the following resolution:

RESOLUTION NUMBER 2019 – 1646

**A RESOLUTION AMENDING THE CITY OF ATHENS
PERSONNEL POLICIES AND PROCEDURES**

WHEREAS, the City of Athens maintains a *City of Athens Personnel Policies and Procedures* manual that contains rules and regulations relating to the City’s personnel system;

WHEREAS, some persons and positions that are not employees of City departments, but are otherwise connected in some way to the City, have never been a part of the City’s personnel system (including but not limited to board appointees, school employees, library employees, municipal judges, city attorneys and prosecutors, volunteers, etc.); and

WHEREAS, as a matter of clarity, the personnel manual needs to be amended so that this longstanding reality is expressly stated (and such amended portions are shown in “underline” below).

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA on November 25, 2019 at 5:30 p.m., to amend Section 1.2 (Scope) of the *City of Athens Personnel Policies and Procedures* manual so that it states as follows:

1.2 SCOPE

The personnel system contained herein is the authorized personnel system for the City. These policies and procedures apply to all employees and City officials except where expressly exempted by these policies and procedures. Certain elected officials are exempted to whom established personnel policies and procedures shall in no way apply except as they govern their actions with city employees. In addition to those exempted employees identified above, any firm, individual, or agency on retainer with the City will also be exempted from these policies and procedures except as provided by Federal law.

Also, these policies and procedures do not apply to the following persons, and these persons are not a part of the City's personnel system: (a) members of appointed boards and commissions; (b) municipal judges, municipal prosecutors, and municipal attorneys; (c) volunteers who receive no regular compensation from the city; (d) persons performing work under contract for the municipality who are not employees; and (e) administrators, directors, teachers, staff, librarians and any other employees of the Athens City Board of Education, the Library Board of the City of Athens, Alabama, the Houston Memorial Public Library/Museum Board, or any board appointed by the mayor or city council.

The City adheres to all applicable federal and state regulations concerning wages, work hours, facilities, hazardous working conditions, and other conditions of employment.

ADOPTED this the 25th day of November, 2019.

/s/ Harold Wales
PRESIDENT, CITY COUNCIL,
CITY OF ATHENS, ALABAMA

The motion was seconded by Councilman Seibert and was unanimously carried.

Councilman Travis introduced the following ordinance:

ORDINANCE NUMBER 2019 - 2098

**ORDINANCE AUTHORIZING THE LEASE OF CERTAIN REAL PROPERTY
FOR AGRICULTURAL USE**

WHEREAS, the City Council desires to lease certain municipal property located on Seven Mile Post Road in Limestone County for agricultural use;

WHEREAS, such property contains approximately 185 acres of workable, non-irrigated cropland;

WHEREAS, it is expressly understood that such property is held subject to the City's need for the use of the property for some municipal or public purpose;

WHEREAS, the City Council finds that the proposed consideration for the lease of the property (\$90.00 per acre of cropland) is fair and adequate, especially considering that the lease will be subject to termination at any time at the discretion of the City;

WHEREAS, the real property is not presently needed for public or municipal purposes of the City; and

WHEREAS, the lease of said real estate for agricultural purposes, until the property is needed for public or municipal purposes, will serve the best interests the City.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, while in regular session on November 25, 2019, at 5:30 p.m., as follows:

1. The Mayor is authorized, on behalf of the City of Athens, to cause the lease of certain real property, described hereafter, to Britt J. Christopher via a written lease agreement, upon the following terms: (i) the property shall be used for agricultural purposes, (ii) a five year lease term, commencing on January 1, 2020, with an annual rent of

\$16,650.00 per year; (iii) the City's right to immediately terminate the lease if the property is needed for municipal or public purposes, (iv) a restriction on the tenant's alterations or improvements to the property without the City's consent, (v) the City's right to indemnification from claims arising from the tenant's use of the property, (vi) a requirement that the tenant maintain adequate insurance covering the property, and (vii) such other and additional terms as the Mayor deems necessary.

2. The real property to be leased pursuant to this Ordinance is described as Farm #4, Tract #10658, as designated by the Farm Service Agency, located on Hwy 72 West at 7 Mile Post Road in Limestone County, Alabama.

3. The Mayor may execute such other and further documents as may be necessary to carry out the intent and purpose of this Ordinance.

4. This Ordinance shall become effective upon its adoption as provided by law.

ADOPTED this the 25th day of November, 2019.

/s/ Harold Wales
PRESIDENT, CITY COUNCIL,
CITY OF ATHENS, ALABAMA

/s/ William R. Marks
MAYOR, CITY OF ATHENS, ALABAMA

ATTEST:

/s/ Annette Barnes
CITY CLERK, CITY OF ATHENS, ALABAMA

Councilmember Harper moved that unanimous consent be given for immediate consideration of and action on said ordinance, which motion was seconded by Councilmember Seibert, and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Seibert, Wales, Travis, and Harper; NAYS: None. The President thereupon declared that the motion for unanimous consent for immediate consideration of and action on the said ordinance had been unanimously carried. Councilmember Travis thereupon moved that the ordinance be finally adopted, which motion was seconded by Councilmember Seibert and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Seibert, Wales, Travis, and Harper; NAYS: None. The President thereupon announced that the motion for the adoption of the said ordinance had been unanimously carried.

Councilman Seibert introduced the following resolution:

RESOLUTION NUMBER 2019 – 1647

WHEREAS, the City of Athens has solicited and received bids from qualified construction companies to construct "ALDOT Project No. TAPAA-TA17-911 Sidewalks along Pryor Street and U.S. Highway 31" in accordance with the approved plans and specifications;

WHEREAS, the Athens City Council and Morell Engineering have evaluated the single bid received and have determined that Premier Structures, Incorporated is the lowest responsible and responsive bidder for the construction of the aforementioned project;

WHEREAS, said bid received from Premier Structures, Incorporated exceeded the cost estimate of the City;

WHEREAS, it is the desire of the City of Athens to reject all bids received on October 22, 2019 for exceeding the cost estimate and authorize the revision of the plans and specifications for rebid;

NOW THEREFORE, BE IT RESOLVED that the City of Athens hereby rejects all bids received for “ALDOT Project No. TAPAA-TA17-911 Sidewalks along Pryor Street and U.S. Highway 31” and authorizes the revision of the plans and specifications for said project to be rebid.
Adopted this the 25th day of November, 2019.

/s/ Harold Wales
PRESIDENT, CITY COUNCIL,
CITY OF ATHENS, ALABAMA

/s/ William R. Marks
MAYOR, CITY OF ATHENS, ALABAMA

ATTEST:

/s/ Annette Barnes
CITY CLERK, CITY OF ATHENS, ALABAMA

The motion was seconded by Councilman Travis and was unanimously carried.

* * *

There being no further business to come before the meeting, Council President Wales asked if there were any objections to adjourning the meeting. Councilman Travis made a motion to adjourn with a second from Councilman Harper. The meeting was duly and properly adjourned.

/s/ Harold Wales
PRESIDENT, CITY COUNCIL

ATTEST:

/s/ Annette Barnes
CITY CLERK