

Resolution 2011-16

STATE OF ALABAMA
JEFFERSON COUNTY
CITY OF ADAMSVILLE
RESOLUTION 2011-16

**A Resolution to Extend a Community Growth Incentive (CGI)
Action Adamsville, L.L.C.**

THIS AGREEMENT made as of the 18th Day of July, 2011, by and between the City of Adamsville, an Alabama municipal corporation (hereinafter referred to as "City"), and Action Adamsville, LLC, an Alabama limited liability company (hereinafter referred to as "Developer").

WHEREAS, the City and Developer desire to cooperate in the economic re-development of the property known as the old Food World site located on the east side of U.S. Highway 78, 1924 Forestdale Boulevard, Adamsville, AL 35005, Parcel LD. 21-12-4-002-003.003 in the City of Adamsville, Alabama as described in the current Jefferson County Tax Assessor Records, Alabama.

WHEREAS, the City has determined that the development of the Project is in the public interest and is a public use in that it is anticipated that it will provide additional shopping opportunities for residents, visitors and will increase employment opportunities for local residents.

NOW THEREFORE IT IS AGREED BY THE PARTIES, in consideration of the mutual covenants and provisions and subject to the terms and conditions hereinafter set forth, as follows:

1. The Developer has committed to substantially improve the project, or cause any tenant to substantially improve, the project, and to aggressively market the project for new and additional business opportunities.
2. In consideration of the Developer and/or its tenant(s) as applicable, improving the buildings and preparing them for additional tenant(s) upgrading and improving the parking lot facilities and for the shopping area and aggressively recruiting additional business for the project, the City agrees to rebate the City sales tax revenues from business(s) located in the project. This payment will be made through a refund of sales tax revenues generated from new businesses which are located in the project. The referenced refund shall be ½ of sales taxes received by the City of Adamsville, AL by tenants of the project. The referenced refund shall be made no later than 30 days following receipt of sales tax payments by tenant(s) at the project. At no time shall the amount of the referenced refund paid to Developer be greater than 1.75%.

3. This incentive shall expire forty-eight months after the first sales tax remittal becomes due from any tenant at said property.
4. This offer expires fifteen months from the execution of this agreement in the event that no sales tax paying tenant has remitted a sales tax return.
5. The City warrants that this Agreement has been authorized by a duly enacted resolution or ordinance of the City and that it is executed by the Mayor who is authorized to execute said agreement.
6. The City further warrants by the execution of this Agreement that it has consulted with its legal counsel and has been assured that all of the provisions of this Agreement are lawful and enforceable in all respects.
7. It is intended and agreed that this agreement will be binding for the benefit of the community and the City and Action Adamsville, L.L.C.
8. No official or employee of the City may have any personal interest, direct or indirect, in this Agreement; nor may they participate in any decision relating to this Agreement, which affects his or her personal interest or the interests of any Corporation, partnership or association in which he or she is directly or indirectly interested. No official or employee of the City will be personally liable to Developer in the event of any default or breach by the City or for any amount which may become due to the Developer under the terms of this Agreement.
9. Developer agrees not to apply for any abatement from municipal or county ad valorem taxation on the Development Property during the term of this Agreement and for five years after the [mal tax rebate payment. Developer may exercise its rights as a property owner to contest and challenge any assessment of taxes.
10. The City shall waive building permit fees associated with the initial repairs and/or modifications of said property for fifteen months from the adoption and passage of this Resolution. Provided however, that each person or business making such repairs and/or modifications hold a valid business license within the City of Adamsville, Alabama. All permits and inspections are required although no fee shall be charged.
11. If any legal action or special proceedings is commenced by any person or entity other than a party to this Agreement, to challenge this Agreement or any provisions herein, the City and Developer agree to cooperate fully with each other in defending such legal action.
12. If any phrase, provision or section of this Agreement is determined by the court of competent jurisdiction to be invalid or unenforceable, or if any provision is rendered invalid or unenforceable according to the terms of any state statute which became effective after the effective date of the resolution authorizing this Agreement, the Agreement shall not as a whole be invalidated thereby. Rather, all such parts of the

Agreement as are not held or rendered invalid or unenforceable shall remain in full force and effect as if such invalid or unenforceable phrases, provisions or sections that have not been included herein.

Adopted and Approved this 18th Day of July, 2011.

Pam Palmer
Mayor

ATTEST:

Susan Gilmore
City Clerk/HR Director

ACTION ADAMSVILLE, L.L.C.

Kevin Helton
President/Owner