

RESOLUTION NO. 2016-10

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF HAPEVILLE, GEORGIA, AUTHORIZING, INTER ALIA, THE EXECUTION OF DOCUMENTS RELATING TO THE SETTLEMENT AGREEMENT BETWEEN THE CITY OF HAPEVILLE AND AT&T CORPORATION

WHEREAS, the City of Hapeville, Georgia (the “City”) and AT&T Corporation (“AT&T”) have proposed the terms of settlement (“Settlement Agreement”) for certain damages caused to the City’s integrated sewer system and infrastructure which serves Custer Street and adjoining streets by AT&T; and

WHEREAS, the Mayor and Council of the City agree to the terms of the Settlement Agreement; and

WHEREAS, it is proposed that the City authorize the Mayor of the City of Hapeville, Georgia to enter into the Settlement Agreement on behalf of the City; and

WHEREAS, attached hereto as Exhibit “A” is a copy of the Settlement Agreement;

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section I. Authorization To Enter Into The Settlement Agreement with AT&T. The Mayor and Council of the City of Hapeville, Georgia hereby authorize the proposed Settlement Agreement with AT&T to be entered into. The form, terms and provisions of the Settlement Agreement presented to this meeting are hereby approved, and all of the terms and provisions thereof are hereby incorporated herein by this reference as if the Settlement Agreement was set out in this Resolution in its entirety. The Mayor of the City of Hapeville, Georgia is hereby authorized, empowered and directed to execute, acknowledge and deliver the Settlement Agreement. The Settlement Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as may be deemed necessary by the persons executing the same, upon advice of counsel, to accomplish the purposes of the transaction contemplated therein and in this Resolution and shall not be inconsistent with or contrary to such purposes.

Section II. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the Settlement Agreement shall be deemed to be a stipulation, obligation or agreement of any council member, officer, agent or employee of the City in his individual capacity, and no such officer, director, agent or employee shall be subject to personal liability or accountability by reason of the execution of the Lease.

Section III. General Authority. From and after the execution and delivery of the documents hereinabove authorized, the Mayor of the City of Hapeville, Georgia and the proper

officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the Settlement Agreement. In the event that the Mayor is not available to execute the documents herein authorized, the Mayor-Pro-Term is hereby authorized to execute such documents.

Section IV. Actions Ratified, Approved and Confirmed. All acts and doings of the officers of the City which are in conformity with the purposes and intents of this Resolution and in the furtherance of the execution, delivery and performance of the Settlement Agreement shall be, and the same hereby are, in all respects ratified, approved and confirmed.

Section V. Severability of Invalid Provisions. If any one or more of the agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof.

Section VI. Repealing Clause. All resolutions or parts thereof of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section VII. Effective Date. This Resolution shall take effect immediately upon its adoption.

ADOPTED this ___ day of _____, 2016.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

CITY OF HAPEVILLE, GEORGIA

Alan Hallman
Mayor

ATTEST:

Jennifer Elkins, City Clerk

[SEAL]

APPROVED AS TO FORM:

Steven M. Fincher, City Attorney

Exhibit A

SETTLEMENT AGREEMENT BETWEEN THE CITY AND AT&T FOR
DAMAGE TO THE CUSTER STREET SEWER SYSTEM

[See Attached]

CLERK'S CERTIFICATE

The undersigned Clerk of the City of Hapeville, Georgia (the "City"), DOES HEREBY CERTIFY that the foregoing pages of typewritten matter pertaining to the lease of certain real property owned by the City to the Hapeville Development Authority constitute a true and correct copy of the Resolution adopted on _____, 2016, by the Council of the City of Hapeville, Georgia in a meeting duly called and assembled, which was open to the public, and that the original of said Resolution appears of record in the Minute Book of the City which is in the undersigned's custody and control.

WITNESS my hand and the official seal of the City, this ___ day of _____, 2016.

Print Name:

Title: Clerk

(SEAL)