

The Saraland City Council met in regular session on June 27, 2024 at the Saraland Municipal Annex. The meeting was called to order at 6:27 p.m. by Council President McDonald. Roll call was as follows:

Present: Council President Joe McDonald
Councilmember Wayne Biggs
Councilmember Veronica Hudson

Absent: Councilmember Newton Cromer
Councilmember Natalie Moyer

Attorney, Andy Rutens was present.

Councilmember Hudson opened the meeting with prayer.

APPROVAL OF MINUTES

Motion was made by Councilmember Hudson, seconded by Councilmember Biggs, to approve the minutes of the meeting of June 10th and June 24th, 2024. Motion carried.

REPORT OF OFFICERS

Motion was made by Councilmember Biggs, seconded by Councilmember Hudson to authorize a special event permit for Jennifer Tate on behalf of the Krewe of Sparta for a Mardi Gras Bingo event to be held June 29th from 4:00 – 11:00 p.m. at the Kali Oka Clubhouse, said event to include service of wine and beer with the express finding that the provision of beer and wine is unrelated and incidental to the special event. Motion carried.

Motion was made by Councilmember Biggs, seconded by Councilmember Hudson to authorize the mayor to execute Rabren Construction Change Directive (CCD) # 10, for the Sportsplex, to establish a unit cost for undercutting the fields for \$12.00 per cubic yard. Also designed to fit hand and glove with CCD # 9, to help direct the use of in situ soils that can not be used in structural locations and to reduce costs for the soil and dirt costs to the facility. Motion carried.

Motion was made by Councilmember Hudson, seconded by Councilmember Biggs to approve the request for emergency repair from EEP, Inc. on a hazmat truck for the complete repair of the air-conditioning system, not to exceed \$9,400.00. Motion carried.

Motion was made by Councilmember Hudson, seconded by Councilmember Biggs to authorize Ashley-Nicole Flowers to apply for Title III federal funds for the fiscal year of 2025. Motion carried.

Motion was made by Councilmember Biggs, seconded by Councilmember Hudson to authorize the mayor to provide a letter to ALDOT (Alabama Department of Transportation) agreeing to maintain the area of sidewalk immediately in front of the Taco Bell, subject to the mayor negotiating an acceptable agreement with the Taco Bell property acceptable agreement with the

Taco Bell property ownership wherein they agree to maintain the sidewalk or otherwise bind themselves to reimburse the City, should the City undertake any sidewalk repair, and upon negotiation of bid agreement, authorizing the mayor to execute the same. Motion carried.

REPORT OF MAYOR

Motion was made by Councilmember Biggs, seconded by Councilmember Hudson to approve to pay invoice # 3194, from S.C. Stagner, for labor, equipment, and materials to install the water line at the incinerator office building. In the amount of \$13,446.00, to be paid from ARPA funds. Motion carried.

Motion was made by Councilmember Hudson, seconded by Councilmember Biggs to approve payment for Galloway Wettermark & Rutens general matters, in the amount of \$11,991.20. Motion carried.

APPROVAL OF INVOICES

Motion was made by Councilmember Hudson, seconded by Councilmember Biggs to approve the following invoices:

General Fund

1. Neel-Schaffer – Inv# 1097488, Celeste Rd Imp. at The Land	\$47,027.40
2. Neel-Schaffer – Inv# 1097485, General Services for May 2024	\$5,140.00
3. PCDA Architecture – Inv# 3882, initial payment	\$5,000.00
4. PCDA Architecture – Inv# 3939, second update of concept	\$1,500.00

Motion carried.

Motion was made by Councilmember Biggs, seconded by Councilmember Hudson to approve the following invoices:

American Rescue Plan

1. S.C. Stagner Contracting, Est. #2, new fire hydrant at incinerator \$73,647.93

Motion carried.

ORDERS, RESOLUTIONS, ORDINANCES & OTHER BUSINESS

ORDINANCE 1327

AMENDMENT TO ORDINANCE 757

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SARALAND, ALABAMA, AS FOLLOWS:

Section 1: That Section 3-3 Official Zoning District Map of the Saraland Land Use & Development Ordinance is hereby amended to read as follows:

The following property in the City of Saraland is hereby rezoned from R-1 to B-2:

Approximately 0.44 acres, parcel 2202040001098.000, petitioned by Eddie C. Dubose, as described by the legal description here:

Lot 6, of Erler’s First Addition to Saraland, according to the plat thereof recorded in Map Book 6, Page 373, of the records in the Office of the Judge of Probate, Mobile County, Alabama.

Section 2: That the balance of said ordinance is hereby and heretofore ratified and affirmed.

Section 3: This ordinance shall be effective upon its adoption and publication as required by law.

Motion was made by Councilmember Biggs, seconded by Councilmember Hudson, to suspend the rules to allow for immediate consideration of the proposed ordinance for the petition to rezone 227 Norton Avenue, Parcel 22202040001098.000, approx. 0.44 acres, to be rezoned from R-1 (Low Density Single Family Residential) to B-2 (General Business), filed by Eddie C. Dubose.

The following votes were recorded:

Yes: Council President Joe McDonald
Councilmember Wayne Biggs
Councilmember Veronica Hudson

Motion carried.

Unanimous consent being given to allow for immediate consideration of the proposed ordinance, motion was made by Councilmember Biggs, seconded by Councilmember Hudson, to adopt the ordinance to rezone of 227 Norton Avenue, Parcel 22202040001098.000, approx. 0.44 acres, to be rezoned from R-1 (Low Density Single Family Residential) to B-2 (General Business), filed by Eddie C. Dubose.

The following votes were recorded:

Yes: Council President Joe McDonald
Councilmember Wayne Biggs
Councilmember Veronica Hudson

Motion carried.

ORDINANCE 1328

AN ORDINANCE AMENDING THE CURRENT FISCAL YEAR BUDGET FOR AN ACROSS THE BOARD PAY INCREASE OF 2.5% TO ALL EMPLOYEES IN THE CLASSIFIED SERVICE AND CERTAIN ENUMERATED CONTRACT EMPLOYEES

WHEREAS, the City of Saraland, Alabama strives to provide efficient municipal services to its citizens; and

WHEREAS, the city employs a number of individuals in the classified service as defined under the rules and regulations of the Mobile County Personnel Board; and

WHEREAS, Section XI of the Laws and Rules of the Personnel Board for Mobile County, Alabama and Rule V of the Rules and Regulations of the Personnel Board for Mobile County, Alabama authorize the Mayor and City Council as the appointing authority for employees with the City of Saraland to provide approval of increases to all employees of the City in the classified service; and

WHEREAS, in its efforts to operate the municipal entity in an efficient as possible way, the City has determined that funds are available to provide an increase to municipal employees in the classified service as well as to the director of public safety and the chief of the fire department, who are contract employees; and

WHEREAS, any changes in wages or salary need to be reflected in an amended budget; and

WHEREAS, pursuant to the provisions of the Mobile County Personnel Board, it is the desire of the City Council to authorize the Mayor to request the Mobile County Personnel Board approve and implement a 2.5% across the board pay increase for all employees in the classified service; and

WHEREAS, the City Council further directs the Mayor to increase the current budgeted salary structure for the director of public safety and the fire chief in order to make sure that the employees of the City in the classified service as well as the director of public safety and the fire chief are paid commensurately with their skill, effort and assistance they provide to the citizens of Saraland, Alabama.

NOW, THEREFORE BE IT ORDAINED by the City Council for the City of Saraland, Alabama that as follows:

1. The Mayor is authorized and directed to take those efforts necessary to amend the budget for the current fiscal year to reflect a 2.5% increase in wages and salaries to municipal employees in the classified service in the amount of 2.5% for the period of time from the passage of this ordinance until the end of the fiscal year;

2. The Mayor is further authorized and directed to notify the appropriate individuals with the Mobile County Personnel Board that the wage and salary figures contained within the

City of Saraland pay plan be reflected to show a 2.5% across the board increase for all employees of the City in the classified service;

3. The Mayor is authorized and directed to take those efforts necessary to amend the contracts for the director of public safety as well as the fire chief to show an increase of 2.5% for the salaries paid for the remainder of their contract terms.

Motion was made by Councilmember Hudson, seconded by Councilmember Biggs, to suspend the rules to allow for immediate consideration of the proposed ordinance amending the current fiscal year budget for an across the board pay increase of 2.5% to all employees in the classified service and certain enumerated contract employees.

The following votes were recorded:

Yes: Council President Joe McDonald
Councilmember Wayne Biggs
Councilmember Veronica Hudson

Motion carried.

Unanimous consent being given to allow for immediate consideration of the proposed ordinance, motion was made by Councilmember Biggs, seconded by Councilmember Hudson, to adopt the ordinance amending the current fiscal year budget for an across the board pay increase of 2.5% to all employees in the classified service and certain enumerated contract employees.

The following votes were recorded:

Yes: Council President Joe McDonald
Councilmember Wayne Biggs
Councilmember Veronica Hudson

Motion carried.

ORDINANCE 1329

**ORDINANCE TO PROVIDE FOR THE ISSUANCE OF ONE
GENERAL OBLIGATION WARRANT,
SERIES 2024-CWSRF-DL
OF THE CITY OF SARALAND, ALABAMA
IN THE AGGREGATE PRINCIPAL AMOUNT OF \$4,165,000**

WHEREAS, the City of Saraland has endeavored to assist with drainage throughout the City in order to protect the health safety and welfare of its citizens; and

WHEREAS, in undertaking the efforts to assist with drainage, certain projects are significant in scope and are not well served to be implemented in phases which would risk unintended drainage issues; and

WHEREAS, the City has negotiated to be a member and recipient of the State of Alabama Revolving Fund for Drainage improvements; and

WHEREAS, it is the determination of the Council that the City should undertake drainage improvements in and around the Craig Drive area as well as improvements to the drainage capacity that would be realized as a result of clean up in and around Bayou Sara and Norton Creek; and

WHEREAS, prior engineering for the City has developed estimates for the project which indicate the cost of both projects will equal or exceed the amount of \$4,165,000; and

WHEREAS, it is the determination of the City Council that the Mayor and City Clerk are hereby authorized and directed to enter into an agreement with State of Alabama Revolving Fund issuing general obligation warrants for the City in the aggregate principle amount of \$4,165,000.

BE IT ORDAINED by the City Council of the City of Saraland, a municipal corporation organized and existing under the laws of the State of Alabama (the "Issuer"), as follows:

Section 1. Definitions and Use of Phrases.

(a) **Definitions.** The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of clear implication herein otherwise, be given the following respective interpretations as used herein:

"**ADEM**" means Alabama Department of Environmental Management, a department of government of the State of Alabama created pursuant to Title 22, Chapter 22A of the Code of Alabama 1975.

"**Allowable Costs**" shall have the meaning given to such term in the Special Conditions Agreement.

"**Authority**" means Alabama Water Pollution Control Authority, a public corporation organized and existing under the laws of the State of Alabama.

"**Authority Indenture**" means the Master Direct Loan Trust Indenture from the Authority to the Authority Trustee, dated as of January 1, 2004.

"**Authority Loan**" means the loan made to the Issuer by the Authority, the repayment of which is evidenced by the Warrant.

"**Authority Trustee**" means The Bank of New York Mellon Trust Company, N.A., as successor trustee under the Authority Indenture to J.P. Morgan Trust Company, National Association.

"**Authority Trustee Prime Rate**" means the rate of interest established (whether or not charged) from time to time by the Authority Trustee as its general reference rate of interest, after taking into account such factors as the Authority Trustee may from time to time deem appropriate in its sole discretion (it being understood, however, that the Authority Trustee may

from time to time make various loans at rates of interest having no relationship to such general reference rate of interest).

"Bi-Partisan Infrastructure Investment and Jobs Act" means the Infrastructure Investment and Jobs Act of 2021, P.L. No 177-58 (also known as the Bipartisan Infrastructure Law of "BIL").

"Build America, Buy America Act" means the domestic content procurement preference requirements enacted under Division G, Title IX of the Infrastructure Investment and Jobs Act to include construction material and manufactured goods.

"City Clerk" means the City Clerk of the Issuer.

"City Council" means the governing body of the Issuer as from time to time constituted.

"Davis-Bacon Act" means the Davis-Bacon Act of 1931, P.L. No. 403.

"Holder" means the person in whose name the Warrant is registered on the registry book of the Authority Trustee pertaining to the Warrant.

"Interest Payment Date" means each February 15 and August 15, commencing February 15, 2026.

"Issuer" means the City of Saraland, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama, and includes its successors and assigns and any municipal corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party.

"Loan Amount" has the meaning given in the Special Conditions Agreement.

"Mayor" means the Mayor of the Issuer.

"Ordinance" means an ordinance adopted by the City Council of the Issuer.

"Project" means the drainage improvements that are to be constructed with proceeds of the Authority Loan in accordance with the provisions of the Special Conditions Agreement.

"Project Fund" means the fund established by the Authority with the Authority Trustee into which moneys received hereunder will be deposited and from which the Authority Trustee will make Disbursements to or on behalf of the Loan Recipient.

"Project Funds" means the amount deposited into the Project Fund created in the Authority Indenture for Disbursement to or on behalf of the Loan Recipient.

"Redemption Date" means the date designated by the Issuer for redemption of the Warrant, in whole or in part, at the Issuer's option in accordance with Section 3(d) hereof.

"Redemption Price" means the price at which the Warrant may be redeemed.

"Special Conditions Agreement" means the Special Authority Loan Conditions Agreement among the Issuer, the Authority and ADEM, dated as of May 15, 2024.

"United States Securities" means any securities that are direct obligations of the United States of America and any securities with respect to which payment of the principal thereof and the interest thereon is unconditionally guaranteed by the United States of America.

"Warrant" without other qualifying words, means the General Obligation Warrant, Series 2024-CWSRF-DL, herein authorized.

(b) **Use of Words and Phrases.** The following words and phrases, where used in this Ordinance, shall be given the following and respective interpretations:

"Herein", "hereby", "hereunder", "hereof" and other equivalent words refer to this Ordinance as an entirety and not solely to the particular portion hereof in which any such word is used.

The definitions set forth in Section 1(a) hereof shall be deemed applicable whether the words defined are herein used in the singular or the plural.

Any pronoun or pronouns used herein in any fashion shall be deemed to include both singular and plural and to cover all genders.

Section 2.1 Findings. The City Council hereby finds and declares that the following facts are true and correct:

(1) The City Council has determined that it is necessary, desirable and in the public interest to construct the Project. The estimated cost of the said improvements is not less than \$4,165,000.

(2) The Issuer has heretofore filed an application with ADEM for the purpose of obtaining a loan from the Authority to provide funds to pay a portion of the costs of the Project. The award of the loan to the Issuer will be of substantial economic benefit to the Issuer and to its customers by reducing the amount of interest that would be payable by the Issuer if the funds were provided from sources other than the Authority Loan.

(3) The current capitalization grant agreement between the Authority and the United States Environmental Protection Agency requires, among other things, that all projects funded in whole or part with Authority funds, including the Project, be constructed in accordance with certain provisions of the Davis-Bacon Act, the Bi-Partisan Infrastructure Investment and Jobs Act, the Build America, Buy America Act, and with certain requirements pertaining to use of United States-produced iron and steel.

(4) The City Council deems it necessary, desirable and in the public interest that the Issuer obtain the Authority Loan for the purpose of providing funds to finance the costs of the Project. In order to evidence the repayment of

the Authority Loan by the Issuer to the Authority, the Issuer deems it necessary, desirable and in the public interest that the Warrant hereinafter authorized be issued for the purpose of evidencing the debt of the Issuer to the Authority.

(5) The Issuer is not in default under any resolution or ordinance authorizing any outstanding indebtedness of the Issuer, and no default is imminent.

Section 3. The Warrant.

(a) **Authority Loan Made and Accepted.** In consideration of the mutual promises made in the Special Conditions Agreement, in this Ordinance and in the Warrant, and subject to the terms and conditions of each thereof, the Issuer, by the delivery of the Warrant, accepts the Authority Loan that the Authority has, upon delivery to it of the Warrant, made available in the Loan Amount, in the manner and to the extent specified in the Special Conditions Agreement.

(b) **Authorization and Description of the Warrant.** Pursuant to the applicable provisions of the constitution and laws of the State of Alabama, including particularly Section 11-47-2 of the Code of Alabama (1975), as amended, and for the purposes of evidencing the obligation of the Issuer to repay the Authority Loan, there is hereby authorized to be issued one fully registered General Obligation Warrant, Series 2024-CWSRF-DL, in the aggregate principal amount of \$4,165,000. The Warrant shall be issued as one fully registered warrant without coupons, shall be dated May 15, 2024, and shall mature and become payable on February 15 in the following principal installments in the following years:

Year	Principal Amount Maturing
2026	\$ 170,000
2027	170,000
2028	175,000
2029	180,000
2030	185,000
2031	185,000
2032	190,000
2033	195,000
2034	200,000
2035	205,000
2036	210,000
2037	215,000
2038	220,000
2039	225,000
2040	225,000
2041	230,000
2042	235,000
2043	245,000

2044	250,000
2045	255,000

The Warrant shall be initially issued and registered in the name of the Authority.

(c) **Interest Rate.** The principal installments of the Warrant shall bear interest from May 15, 2024, until their respective due dates at the per annum rate of interest of 0.10%, computed on the basis of a 360 day year of twelve (12) consecutive thirty (30) day months, and continuing until the due date of the last maturing installment of principal of the Warrant, all as reflected in the column entitled "Interest" on the amortization schedule set forth in Appendix C to the Special Conditions Agreement. Such interest shall be payable semiannually on each February 15 and August 15, commencing February 15, 2026, until and at the final maturity of the Warrant.

(d) **Administrative Fee; Administrative Fee Rate.** The Issuer covenants and agrees to timely pay the Administrative Fee (as such term is defined in the Special Conditions Agreement) charged by ADEM, which such Administrative Fee shall be charged based on the outstanding principal amount of the Warrant as of any date of calculation, from May 15, 2024 and calculated at the per annum rate of 2.10%, computed on the basis of a 360 day year consisting of 12 consecutive 30 day months, all as reflected in the column entitled "Admin Fee" on the amortization schedule set forth in Appendix C to the Special Loan Conditions Agreement. The Administrative Fee shall be payable semiannually on each August 15 and February 15, commencing February 15, 2026, until and at the final maturity of the Warrant.

(e) **Payment of Principal, Payment of Interest and Payment of Administrative Fee.** Payment of the principal of and interest on, and the Administrative Fee respecting, the Warrant shall be payable in lawful money of the United States of America by check or draft mailed by the Authority Trustee to the lawful Holder of the Warrant at the address shown on the registry books pertaining to the Warrant; provided, that so long as the Authority is the registered Holder of the Warrant, payment of the principal of and the interest on the Warrant, and payment of the Administrative Fee respecting the Warrant, shall be made to the Authority by the Authority Trustee in accordance with directions given to the Authority Trustee by the Authority. Payment of the interest and Administrative Fee on the Warrant shall be deemed timely made if mailed on the Interest Payment Date, or if such Interest Payment Date is not a business day, then on the first business day immediately following such Interest Payment Date. The final installment of principal, interest and Administrative Fee shall be payable at the designated office of the Authority Trustee upon presentation and surrender of the Warrant.

(f) **Interest Rate and Loan Amount after Maturity.** Each installment of principal and interest on the Warrant and each installment of Administrative Fee respecting the Warrant, shall bear interest after its due date until paid at a per annum rate of interest equal to 2% above the Authority Trustee Bank Prime Rate.

(g) **Redemption Provisions.** Those of the principal installments of the Warrant having stated maturities on February 15, 2035, and thereafter may be redeemed and paid prior to their respective maturities, at the option of the Issuer, as a whole or in part (but if in part, in the

inverse order of installments of principal and in \$5,000 increments), on February 15, 2034, and on any date thereafter, at and for a Redemption Price with respect to each principal installment of the Warrant redeemed equal to the principal prepaid plus accrued interest thereon, and Administrative Fee with respect thereto, to the Redemption Date. Any such redemption or prepayment of the Warrant shall be effected in the following manner:

(1) **Call.** The Issuer shall adopt a resolution containing the following: (1) a call for redemption, on a specified date when the principal installments of the Warrant are subject to redemption and prepayment, stating the year or years in which such principal installments have due dates, (2) a statement that the Issuer is not in default hereunder, and (3) a summary of any applicable restrictions upon or conditions precedent to such redemption and the provisions made to comply therewith.

(2) **Notice.** Not less than forty-five (45) days prior to the Redemption Date, the Authority Trustee shall give, or cause to be given, written notice of such redemption and prepayment by United States Registered Mail or United States Certified Mail to the Holder of the Warrant stating the following: that the Warrant (or principal portions thereof) has been called for redemption and will become due and payable at the Redemption Price, on a specified Redemption Date and that all interest thereon and Administrative Fee will cease after the Redemption Date. The Holder of the Warrant may waive the requirements of this subsection.

(3) **Payment of Redemption Price.** Not later than the Redemption Date, the Issuer shall make available at the office of the Authority Trustee the total Redemption Price of the Warrant (or principal portions thereof) that is to be prepaid and redeemed on the Redemption Date.

Upon compliance with the foregoing requirements on its part contained in this subsection, and if the Issuer is not on the Redemption Date in default on the payment of the principal, interest or Administrative Fee on the Warrant, the Warrant (or principal portions thereof) called for redemption shall become due and payable at the Redemption Price on the Redemption Date specified in such notice, anything herein or in the Warrant to the contrary notwithstanding, and the Holder thereof shall then and there surrender the Warrant for redemption; provided however, that in the event that less than all of the outstanding principal of the Warrant is to be redeemed, the registered Holder thereof shall surrender the Warrant that is to be prepaid in part to the Authority Trustee in exchange, without expense to the Holder, for a new Warrant of like tenor, except in a principal amount, equal to the unredeemed portion of the Warrant. All future interest and Administrative Fee on the Warrant (or principal portions thereof) so called for redemption shall cease to accrue after the Redemption Date. Out of the moneys so deposited with it, the Authority Trustee shall make provision for payment of the Warrant (or principal portions thereof) so called for redemption at the Redemption Price and on the Redemption Date.

Section 4. General Obligation of Issuer.

(a) **Full Faith and Credit.** The indebtedness evidenced and ordered paid by the Warrant is and shall be a general obligation of the Issuer to which the full faith and credit of the Issuer are hereby irrevocably pledged for payment of the principal of and interest on the Warrant.

(b) **Defeasance.** The Warrant may be defeased and no longer considered outstanding by (A) making provision with the Authority Trustee for the retirement of the Warrant by creating for such purpose an irrevocable trust fund sufficient to provide for payment and retirement of the Warrant (including payment of the interest and Administrative Fee that will mature thereon until and on the date it is retired, as such interest and Administrative Fee becomes due and payable), either by redemption prior to the respective maturities of the principal installments, by payment at their respective maturities or by payment of part thereof at their respective maturities and redemption of the remainder prior to their respective maturities, which said trust fund shall consist of (i) United States Securities which are not subject to redemption prior to their respective maturities at the option of the Issuer and which, if the principal thereof and the interest thereon are paid at their respective maturities, will produce funds sufficient so to provide for payment and retirement of the Warrant, or (ii) both cash and such United States Securities which together will produce funds sufficient for such purpose, or (iii) cash sufficient for such purpose, (B) providing to the Authority Trustee a certified copy of a resolution adopted by the Issuer calling for redemption the principal installments of the Warrant that, according to said trust agreement, are to be redeemed prior to their respective maturities, and (C) providing the Authority with a verification report prepared by a certified public accountant confirming the sufficiency of the cash and/or United States Securities to provide for the retirement of the Warrant.

Section 5. Warrant Fund.

(a) **Payments Therein and Use and Continuance Thereof.** There is hereby created a special fund to be designated the "City of Saraland Series 2024-CWSRF-DL Warrant Fund" (the "Warrant Fund") for the purpose of providing for the payment of the principal of and interest on the Warrant, at the respective maturities of said principal and interest, which special fund shall be maintained until the principal of and interest on the Warrant has been paid in full.

On or before February 15, 2026, and on or before each February 15 and August 15 thereafter, until the principal of and interest on the Warrant shall have been paid in full, the Issuer will pay into the Warrant Fund an amount equal to the sum of (i) the interest that will mature on the Warrant on such February 15 or August 15, as the case may be, plus (ii) the principal installment that will mature on the Warrant on such February 15.

(b) **Appointment of Authority Trustee.** The Issuer hereby appoints the Authority Trustee as the initial depository for the Warrant Fund. The Issuer shall have no liability for payment of any charges or fees of the Authority Trustee in acting in such capacity, it being understood that all such charges or fees shall be the sole responsibility of the Authority.

(c) **Trust Nature of and Security for the Warrant Fund.** The Warrant Fund shall be and at all times remain public funds impressed with a trust for the purpose for which the Warrant Fund is herein created. Each depository for any part of the Warrant Fund shall at all

times keep the moneys on deposit with it in the Warrant Fund continuously secured for the benefit of the Issuer and the holders of the Warrant either:

(1) by holding on deposit as collateral security, United States Securities or other marketable securities eligible as security for the deposit of trust funds under regulations of the Board of Governors of the Federal Reserve System, having a market value (exclusive of accrued interest) not less than the amount of moneys on deposit in the Warrant Fund, or

(2) if the furnishing of security in the manner provided in the foregoing clause (1) of this sentence is not permitted by the then applicable law and regulations, then in such other manner as may be required or permitted by the applicable state and federal laws and regulations respecting the security for, or granting a preference in the case of, the deposit of public funds;

provided, however, that it shall not be necessary for any such depository so to secure any portion of the moneys on deposit in Warrant Fund that may be insured by the Federal Deposit Insurance Corporation (or by any agency of the United States of America that may succeed to its functions).

Section 6. Form of Warrant. The Warrant shall be in substantially the form attached hereto as Exhibit A (which is by reference incorporated herein and made a part hereof as if set out in full herein) with such insertions, omissions and other variations as may be necessary to conform to the provisions hereof.

Section 7. Execution of Warrant by Issuer. The Warrant shall be executed on behalf of the Issuer by its Mayor and attested by its City Clerk, and the seal of the Issuer shall be impressed on the Warrant. Signatures on the Warrant by persons who are officers or officials of the Issuer at the times such signatures were written or printed shall continue to be effective although such persons cease to be such officers or officials prior to the delivery of the Warrant.

Section 8. Registration and Transfer.

(a) **Registration Certificate on Warrant.** The Issuer shall be the registrar and transfer agent with respect to the Warrant and shall keep at its office proper registry and transfer books in which it will note the registration and transfer of the Warrant if presented for those purposes, all in the manner and to the extent hereinafter specified. A registration certificate, in substantially the form appearing in Exhibit A attached hereto, duly executed by the manual signature of the City Clerk, shall be endorsed on the Warrant and shall be essential to its validity.

(b) **Registration and Transfer of Warrant.** The Warrant shall be registered as to both principal and interest, and shall be transferable only on the registry books of the Issuer.

No transfer of the Warrant shall be valid hereunder except upon presentation and surrender of such Warrant at the office of the registrar with written power to transfer signed by the registered owner thereof in person or by duly authorized attorney, properly stamped if required, in form and with guaranty of signature satisfactory to the registrar, whereupon the

Issuer shall execute, and the registrar shall register and deliver to the transferee, a new Warrant, registered in the name of such transferee and of like tenor as that presented for transfer. The person in whose name the Warrant is registered on the books of the registrar shall be the sole person to whom or on whose order payments on account of the principal thereof and of the interest (and premium, if any) thereon may be made. Each Holder of the Warrant, by receiving or accepting such Warrant, shall consent and agree and shall be estopped to deny that, insofar as the Issuer and the Authority Trustee are concerned, the Warrant may be transferred only in accordance with the provisions of this Ordinance. Any transferee of this Warrant takes it subject to all payments of principal and interest in fact made with respect hereto.

The registrar shall not be required to register or transfer any Warrant during the period of fifteen (15) days next preceding any Interest Payment Date with respect thereto; and if any Warrant is duly called for redemption (in whole or in part), the registrar shall not be required to register or transfer such Warrant during the period of forty-five (45) days next preceding any Redemption Date.

Section 9. Persons Deemed Owners of Warrant. The Issuer and the Authority Trustee may deem and treat the person in whose name the Warrant is registered as the absolute owner thereof for all purposes; they shall not be affected by notice to the contrary; and all payments by any of them to the person in whose name the Warrant is registered shall, to the extent thereof, fully discharge and satisfy all liability for the same.

Section 10. Replacement of Mutilated, Lost, Stolen or Destroyed Warrant. In the event the Warrant is mutilated, lost, stolen or destroyed, the Issuer may execute and deliver a new Warrant of like tenor as that mutilated, lost stolen or destroyed; provided that (a) in the case of any such mutilated Warrant, such Warrant is first surrendered to the Issuer, and (b) in the case of any such lost, stolen or destroyed Warrant, there is first furnished to the Issuer evidence of such loss, theft or destruction satisfactory to it, together with indemnity satisfactory to it. The Issuer may charge the Holder with the expense of issuing any such new Warrant.

Section 11. Sale of Warrant. In consideration of the funding of the Authority Loan, the Warrant is hereby issued and sold to Alabama Water Pollution Control Authority at a purchase price of \$4,165,000.00 (equal to its initial par amount). The City Clerk is hereby authorized and directed to affix the seal of the Issuer to the Warrant and is directed to deliver the Warrant to the Authority. The issuance of the Warrant to the Authority shall evidence the obligation of the Issuer to repay the Authority Loan.

Section 12. Application of Proceeds from Sale of Warrant. The entire proceeds derived by the Issuer from the Authority Loan (evidenced by the Warrant) shall be held by the Authority Trustee and applied in accordance with the Authority Indenture and the Special Conditions Agreement.

Section 13. Authorization of Special Conditions Agreement. The Mayor is hereby authorized and directed to execute and deliver, in the name and on behalf of the Issuer, the Special Conditions Agreement, in substantially the form marked Exhibit B to this Ordinance and made a part hereof as if set out in full herein, and the City Clerk is hereby authorized and

directed to affix the seal of the Issuer to the said Special Conditions Agreement and to attest the same.

Section 14. Additional Documents Authorized. The Mayor is hereby authorized and directed to execute such other documents or certificates necessary or desirable in order to carry out the transactions contemplated by this Ordinance. The City Clerk is hereby authorized to attest any such other documents or certificates necessary to carry out the transactions contemplated by this Ordinance and is authorized to affix the seal of the Issuer to any such documents or certificates.

Section 15. Provisions for Payment at Par. Each Authority Trustee at which the Warrant shall at any time be payable, by acceptance of its duties as paying agent therefor, shall be construed to have agreed thereby with the Holders of the Warrant that it will make, out of the funds supplied to it for that purpose, all remittances of principal and interest on the Warrant in bankable funds at par without any deduction for exchange or other costs, fees or expenses.

Section 16. Creation of Contract. The provisions of this Ordinance shall constitute a contract between the Issuer and the Holder of the Warrant.

Section 17. Provisions of Ordinance Severable. The provisions of this Ordinance are hereby declared to be severable. In the event any provision hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this Ordinance.

Section 18. Events of Default; Remedies on Default. (a) Events of Default. Any of the following shall constitute a default hereunder by the Issuer:

(i) Failure by the Issuer to pay the principal of, the interest on, or the Administrative Fee with respect to, the Warrant when such principal and interest respectively becomes due and payable, whether by maturity or otherwise;

(ii) A default by the Issuer under the ordinance or other authorizing document pursuant to which the Issuer has heretofore or hereafter issued any debt obligations;

(iii) A default by the Issuer under the Special Conditions Agreement entered into in connection with the issuance of the Warrant;

(iv) Failure by the Issuer to perform any of the agreements on its part herein contained (other than payment of the principal of, interest on, and Administrative Fee with respect to, the Warrant) after thirty (30) days' written notice to it of such failure made by the Authority; or

(v) Determination by a court having jurisdiction that the Issuer is insolvent or bankrupt, or appointment by a court having jurisdiction of a receiver for the Issuer, or the approval by a court of competent jurisdiction of any petition

for reorganization of the Issuer or rearrangement or readjustment of its obligations under any provisions of the bankruptcy laws of the United States.

(b) Remedies on Default. Upon any default by the Issuer in any one of the ways defined in Section 18(a) hereof, the Authority (in addition to any other rights available under the laws of the State of Alabama or under federal law) is empowered to sue on such warrant (i) by mandamus, suit or other proceeding, to enforce all agreements of the Issuer herein contained, (ii) by action or suit in equity, to require the Issuer to account as if it were the trustee of an express trust for the Authority, and (iii) by action or suit in equity, to enjoin any act or things which may be unlawful or a violation of the rights of the Authority.

Nothing herein contained, however, shall be construed to give the Authority or the Authority Trustee the right to compel a sale of the Project or any part thereof, and no foreclosure proceedings or sale shall ever be had with respect to the Project or any part thereof under the authority of this Ordinance.

EXHIBIT A

Form of Warrant

R-1

\$4,165,000

**UNITED STATES OF AMERICA
STATE OF ALABAMA**

**CITY OF SARALAND
GENERAL OBLIGATION WARRANT,
SERIES 2024-CWSRF-DL**

The City of Saraland, a municipal corporation organized and existing under the laws of the State of Alabama (the "Issuer"), for value received, hereby acknowledges that it is indebted to, and hereby orders its City Clerk (or any successor to the duties and functions thereof) to pay to, Alabama Water Pollution Control Authority (the "Authority"), or registered assigns, in the principal sum of

FOUR MILLION ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$4,165,000)

in principal installments on February 15 in the following respective years and principal amounts (subject to the adjustment of the principal installments on the Warrant as provided in the Ordinance):

Year	Principal Amount Maturing
2026	\$ 170,000
2027	170,000
2028	175,000
2029	180,000
2030	185,000
2031	185,000
2032	190,000
2033	195,000
2034	200,000
2035	205,000
2036	210,000
2037	215,000
2038	220,000
2039	225,000
2040	225,000
2041	230,000
2042	235,000
2043	245,000
2044	250,000
2045	255,000

with (i) interest on the then unpaid principal balance hereof at the per annum rate of interest of 0.10% from May 15, 2024, computed on the basis of a 360 day year of twelve (12) consecutive thirty (30) day months, as reflected in the column entitled "Interest" on the amortization schedule set forth in Appendix C to the Special Conditions Agreement, and (ii) the Administrative Fee due on the then unpaid principal balance hereof from May 15, 2024, at the per annum rate of 2.10%, computed on the basis of a 360 day year consisting of 12 consecutive 30 day months, as reflected in the column entitled "Admin Fee" on the amortization schedule set forth in Appendix C to the Special Conditions Agreement. Such interest and Administrative Fee shall be payable on February 15, 2026, and semiannually thereafter on each February 15 and August 15 thereafter until and including the due date of the last maturing installment of principal hereof.

The principal of and interest on, and the Administrative Fee with respect to, this Warrant are payable in lawful money of the United States of America by check or draft mailed by The Bank of New York Mellon Trust Company, N.A. (the "Authority Trustee"), to the then registered holder hereof at the address shown on the registry books of the Issuer pertaining to the Warrant; provided, that so long as the Authority is the registered holder of the Warrant, payment of the principal of and interest on the Warrant shall be made to the Authority by the Authority Trustee in accordance with instructions given to the Authority Trustee by the Authority. The final installment of principal of and interest on, and Administrative Fee with respect to, the Warrant shall be payable at the designated office of the Authority Trustee upon presentation and surrender of the Warrant. Each installment of principal and interest on, and Administrative Fee with respect to, the Warrant shall bear interest after its due date until paid at a per annum rate of interest equal to 2% above the Authority Trustee Prime Rate, as defined in the Authorizing Ordinance (as defined below). The Authorizing Ordinance provides that all payments by the Issuer or the Authority Trustee to the person in whose name this Warrant is registered shall to the extent thereof fully discharge and satisfy all liability for the same. Any transferee of this Warrant takes it subject to all payments of principal, interest and Administrative Fee in fact made with respect hereto.

This Warrant evidences a duly authorized issue designated General Obligation Warrant, Series 2024-CWSRF-DL, aggregating \$4,165,000 in principal amount (herein called the "Warrant"). This Warrant is issued only as a single fully registered Warrant and pursuant to the applicable provisions of the constitution and laws of the State of Alabama, including particularly Section 11-47-2 of the Code of Alabama (1975), as amended, and an ordinance (the "Authorizing Ordinance") duly adopted by the City Council of the Issuer.

The principal installments of the Warrant having stated maturities on February 15, 2035, and thereafter may be redeemed and paid prior to their respective maturities, at the option of the Issuer, as a whole or in part (but if in part, in the inverse order of installments of principal and in \$5,000 increments), on February 15, 2034, and on any date thereafter, at and for a redemption price with respect to each principal installment of the Warrant redeemed equal to the principal prepaid plus accrued interest and Administrative Fee thereon to the redemption date.

The Authorizing Ordinance requires that written notice of the call of redemption of this Warrant (or principal installment thereof) be forwarded by United States Registered or Certified Mail to the registered owner of such Warrant, not less than forty-five (45) days

prior to the date fixed for redemption. In the event that less than all the outstanding principal of this Warrant is to be redeemed, the registered Holder hereof shall surrender this Warrant to the Authority Trustee in exchange for a new Warrant of like tenor herewith except in a principal amount equal to the unredeemed portion of this Warrant. Not later than the date fixed for redemption, the Issuer shall make available at the office of the Authority Trustee the redemption price of the Warrant (or principal portion thereof) that is to be prepaid and redeemed on said redemption date. Upon the giving of notice of redemption and the payment to the Authority Trustee of the redemption price in accordance with the provisions of the Ordinance, and if the Issuer is not in default on the payment of principal, interest or Administrative Fee on the redemption date, the Warrant (or principal installments thereof) so called for redemption and prepayment shall become due and payable on the date specified in such notice, anything herein or in the Ordinance to the contrary notwithstanding, and the Holder thereof shall then and there surrender for prepayment, and all future interest on the Warrant (or principal installments thereof) so called for prepayment shall cease to accrue after the date specified in such notice, whether or not the Warrant is so presented.

The indebtedness evidenced and ordered paid by this Warrant is and shall be a general obligation of the Issuer to which the full faith and credit of the Issuer have been irrevocably pledged for payment of the principal of and interest on this Warrant.

The Issuer has established in the Ordinance a special fund designated "City of Saraland Series 2024-CWSRF-DL Warrant Fund" for the payment of the principal of, premium, if any, and interest on the Warrant as the same matures and comes due.

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

This Warrant is transferable by the registered holder thereof, in person or by authorized attorney, only on the books of the Issuer (the registrar and transfer agent) and only upon surrender of this Warrant to the Issuer for cancellation, and upon any such transfer a new Warrant of like tenor hereof will be issued to the transferee in exchange therefor, all as more particularly described in the Authorizing Ordinance. Each holder, by receiving or accepting this Warrant, shall consent and agree and shall be estopped to deny that, insofar as the Issuer and the Authority Trustee are concerned, this Warrant may be transferred only in accordance with the provisions of the Authorizing Ordinance.

The Issuer shall not be required to transfer or exchange this Warrant during the period of fifteen (15) days next preceding any February 15 or August 15; and in the event that this Warrant (or any principal portion hereof) is duly called for redemption and prepayment, the Issuer shall not be required to register or transfer this Warrant during the period of forty-five (45) days next preceding the date fixed for such redemption and prepayment.

Execution by the Issuer of its registration certificate hereon is essential to the validity hereof.

[Balance of page intentionally left blank]

Motion was made by Councilmember Biggs, seconded by Councilmember Hudson, to suspend the rules to allow for immediate consideration of the proposed ordinance for the SRF (State of Alabama Revolving Fund for Drainage Improvements) loan to provide for the issuance of one general obligation warrant, series 2024-CWSRF-DL of the City of Saraland, Alabama in the aggregate principal amount of \$4,165,000.00.

The following votes were recorded:

Yes: Council President Joe McDonald
Councilmember Wayne Biggs
Councilmember Veronica Hudson

Motion carried.

Unanimous consent being given to allow for immediate consideration of the proposed ordinance, motion was made by Councilmember Hudson, seconded by Councilmember Biggs, to adopt the ordinance for the SRF (State of Alabama Revolving Fund for Drainage Improvements) loan to provide for the issuance of one general obligation warrant, series 2024-CWSRF-DL of the City of Saraland, Alabama in the aggregate principal amount of \$4,165,000.00.

The following votes were recorded:

Yes: Council President Joe McDonald
Councilmember Wayne Biggs
Councilmember Veronica Hudson

Motion carried.

Motion was made by Councilmember Hudson, seconded by Councilmember Biggs to authorize the mayor to renew a one-year contract for disaster debris removal services with TFR Enterprises, Inc. Motion carried.

Motion was made by Councilmember Hudson, seconded by Councilmember Biggs to approve the bid recommendation, John G. Walton Construction Company, for the Celeste Road improvements at The Land. Motion Carried.

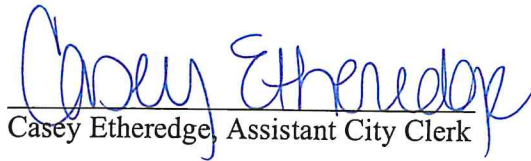
Motion was made by Councilmember Hudson, seconded by Councilmember Biggs to authorize the mayor to execute a nonexclusive right away use agreement for the Highway 158 property that will serve as the Chic-Fil-A. Motion carried.

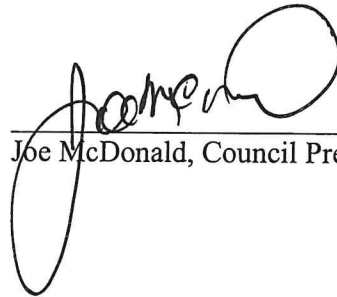
Motion was made by Councilmember Hudson, seconded by Councilmember Biggs to authorize Geotechnical Engineering-Testing, Inc. to test materials for the Celeste Road Improvements at The Land. Motion carried.

Motion was made by Councilmember Hudson, seconded by Councilmember Biggs, to approve payment of \$6,000.00 to Diversified Technical Solutions for IT project management, this will include planning, analysis and design of network architecture, scalability and physical security, for the new City Hall. Motion carried.

There being no further business to come before the Council, motion was made by Councilmember Hudson to adjourn at 6:49 p.m.

ACCEPTED and APPROVED the 11th day of July 2024.


Casey Etheredge, Assistant City Clerk


Joe McDonald, Council President