

**CULLMAN CITY COUNCIL MEETING
MONDAY, SEPTEMBER 11, 2023, AT 7:00 P.M.
IN THE LUCILLE N. GALIN AUDITORIUM**

Council President Jenny Folsom called the Cullman City Council Meeting to order at 7:00 p.m. on Monday, September 11, 2023. Police Chief Dave Nassetta led the Police and Fire Departments in the presenting of the flags and the presenting of arms. After leading everyone in a moment of silence in memory of those affected in the 9/11 tragedy, Fire Chief Brian Bradberry presented the invocation and lead the Pledge of Allegiance.

A roll call by City Clerk Wesley Moore reflected the following: Present - Council President Jenny Folsom, Council President Pro Tem Johnny Cook, Council Member David Moss, Council Member Brad Smith, and Council Member Clint Hollingsworth. Also present were Mayor Woody Jacobs, City Attorney Roy Williams, and City Clerk Wesley Moore.

Council President Jenny Folsom asked the Council to consider the minutes from August 21, 2023. Council President Pro Tem Cook made a motion to suspend the rules to consider the minutes. Council Member Moss seconded the motion to suspend the rules, and the motion was approved by a roll call vote. Mr. Wesley Moore polled the Council Members: Council President Pro Tem Cook, Council President Folsom: Aye. Council Member Moss: Aye. Council Member Brad Smith: Aye. Council Member Hollingsworth: Aye. Council President Pro Tem Cook made a motion to approve the minutes from August 21, 2023, as written. Council Member Smith seconded the motion to approve the minutes, and the motion was approved by a roll call vote. Mr. Wesley Moore polled the Council Members: Council President Pro Tem Cook: Aye. Council President Folsom: Aye. Council Member Moss: Aye. Council Member Brad Smith: Aye. Council Member Hollingsworth: Aye.

ADDITIONS/DELETIONS TO AGENDA – None.

REPORTS OF STANDING COMMITTEES

1. Public Safety (Fire, Police, etc.) – Chairman Brad Smith reported that three positions are added to both the fire and police departments and one position added to dispatch.
2. Utilities (Water, Sewer, etc.) - Chairman David Moss shared that there will be no rate increases for water, sewer services for residential customers for FY 2024.
3. Public Works (Street, Sanitation, etc.) - Chairman Johnny Cook reported numerous road improvement grant projects, paving projects, a CSX quiet zone, new equipment, a crossing light at Sheraton Road, and no rate increases for sanitation services for city residents.
4. Tourism (Parks & Recreation, Airport, etc.) Chairman Clint Hollingsworth shared improvements will be made to the museum building, civic center building project, improvements to many city parks, as well as improvements to the airport.
5. General Government (Finance, Economic Development, etc.) - Chairwoman Jenny Folsom reported the city employees will enjoy a 6% pay increase for all employees, an \$800 one time pay supplement for full time employees, covered the increases in health insurance premiums, continuing Air Evac and Aquatics Center memberships, and on year three of a ten year contribution to the city school system for their capital plan of building improvements.

REPORT FROM THE MAYOR

Mayor Jacobs gave a report to the council regarding the city's operations. Mr. Edgar Veigl and members of the Cullman Housing Authority introduced the new Housing Authority Director, Marquisha Griffin.

COMMENTS FROM ANYONE NOT ON THE AGENDA

Lance Conn, 2061 Austin Drive NE, spoke regarding petition to censor books at the Cullman County Library.

PUBLIC HEARINGS

Council President Folsom opened the public hearing at 7:20 p.m. for Ordinance No. 2023-33 to rezone Alumni Properties of Alabama, LLC property located at Cherokee Ave and Swafford Road SW from B-1 to B-2. With no one wishing to speak regarding the rezoning request, the public hearing was closed at 7:21 p.m.

Council President Folsom opened the public hearing at 7:22 p.m. for Ordinance No. 2023-35 to expand the Special Events and Art Districts in the City of Cullman. With no one wishing to speak regarding the expansion of the Special Events and Art Districts, the public hearing was closed at 7:22 p.m.

REQUESTS, PETITIONS, APPLICATIONS, COMPLAINTS

Council Member Hollingsworth made a motion to approve a special event request from Kelly Pulliam of CPRST for the Annual Oktoberfest to be held September 28th - 30th. Council Member Moss seconded the motion, and the motion was approved by a voice vote. Ayes: All. Nays: None.

RESOLUTIONS, ORDINANCES, ORDERS, AND OTHER BUSINESS

Council President Pro Tem Cook made a motion to adopt the following resolution:

RESOLUTION NO. 2023 – 76

TO AWARD BID FOR CONCRETE MATERIAL TO READY MIX USA

WHEREAS, bids (PW2023-06) were received on August 17, 2023, at 2:00 p.m. for concrete material for the City of Cullman, Alabama;

WHEREAS, the responsible bidder was Ready Mix USA located in Cullman, Alabama;

WHEREAS, the following bids were opened:

Brothers Concrete Supply, LLC	Cullman, AL	No response
Kirkpatrick Concrete, Inc.	Birmingham, AL	No response
Ready Mix USA	Cullman, AL	Various Prices
T.R. Industrial Buildings	Ardmore, AL	No response

BE IT RESOLVED by the Cullman City Council has evaluated the bid received and has determined that Ready Mix USA is the responsible bidder; and

THAT, Woody Jacobs, Mayor, be and is hereby authorized to enter into a contract with Ready Mix USA to provide concrete material required by the City of Cullman.

ADOPTED BY THE CITY COUNCIL this the 11th day of September, 2023.

/s/ Jenny Folsom, President of the City Council

ATTEST:

/s/ Wesley Moore, City Clerk

APPROVED BY THE MAYOR this the 11th day of September, 2023.

/s/Mayor Woody Jacobs

Council Member Hollingsworth seconded the motion, and the motion was approved by a voice vote. Ayes: All. Nays: None. Abstained: Council Member Brad Smith.

Council Member Hollingsworth made a motion to adopt the following resolution:

RESOLUTION NO. 2023 – 77

TO AWARD BID FOR FLAT BED TRUCKS TO ECKENROD FORD LINCOLN OF CULLMAN, INC.

WHEREAS, bids (CB2023-12) were received on September 9, 2023, at 2:00 p.m. for one or more flat-bed trucks for the City of Cullman, Alabama;

WHEREAS, the following bids were opened:

Bill Smith Buick GMC, Inc.	Cullman, AL	No response
Buster Miles Chevrolet and Ford, Inc.	Heflin, AL	No response
Eckenrod Ford Lincoln of Cullman, Inc.	Cullman, AL	\$59,928.70
Mitch Smith Chevrolet, Inc.	Cullman, AL	No response

WHEREAS, the lowest responsible bidder was Eckenrod Ford Lincoln of Cullman, Inc. located in Cullman, Alabama;

BE IT RESOLVED by the Cullman City Council has evaluated the bids received and has determined that Eckenrod Ford Lincoln of Cullman, Inc. is the lowest responsible bidder; and

THAT, Woody Jacobs, Mayor, be and is hereby authorized to enter into a contract with Eckenrod Ford Lincoln of Cullman, Inc. for one or more flat bed trucks for the City of Cullman.

ADOPTED BY THE CITY COUNCIL this the 11th day of September, 2023.

/s/ Jenny Folsom, City Council President

ATTEST:

/s/ Wesley Moore, City Clerk

APPROVED BY THE MAYOR this the 11th day of September, 2023.

/s/Mayor Woody Jacobs

Council Member Smith seconded the motion, and the motion was approved by a voice vote. Ayes: All. Nays: None.

Council Member Smith made a motion to approve the following resolution:

**CITY OF CULLMAN
RESOLUTION NO. 2023 – 78**

WHEREAS, City of Cullman have been awarded a \$200,000.00 Community Development Block Grant (CDBG) and a \$500,000.00 Appalachian Region Commission (ARC) grant to implement a CDBG Economic Development Project to construct improvements and resurface a portion of County Road 222 from the I-65 to the Topre Manufacturing facility on County Road 222.

WHEREAS, the City Council of Cullman recognizes that it is in the City's best interest to accept the above referenced grant funds.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Cullman City Council authorizes Woody Jacobs, Mayor to sign both the CDBG and ARC Grant Agreements, certifications, assurances, and any other necessary documents associated with implementation of this grant project.

READ AND ADOPTED this the 11th day of **September 2023**.

Signed for the Cullman City Council:

By: /s/ Woody Jacobs, Mayor

Attest:

/s/ Wesley M. Moore, City Clerk

Council Member Hollingsworth seconded the motion, and the motion was approved by a voice vote. Ayes: All. Nays: None.

Council President Pro Tem Cook made a motion to approve the following resolution:

**CITY OF CULLMAN
RESOLUTION NO. 2023 – 79**

WHEREAS, the City of Cullman has received a Community Development Block Grant (CDBG) and an Appalachian Regional Commission Grant (ARC) to implement a road improvement project on County Road 222 from the intersection of the I-65 Exit 205 Interchange extending west to the Topre America metal stamping facility; and

WHEREAS, in accordance with CDBG and ARC regulations the City of Cullman is required to either solicit bids from qualified construction companies as a separate stand-alone project or utilize the City of Cullman annual bid contracts for the street resurfacing portion of this project.

WHEREAS, based on current construction pricing it has been determined it will be in the best interest of the City of Cullman to utilize the city's annual paving bid contract for the street resurfacing portion this project.

NOW THEREFORE, in accordance with the CDBG and ARC Grant requirements the City of Cullman has determined it will be in the best financial interest of the city to request the Cullman County Commission amend their annual bid contract with Wiregrass Contracting to include the road improvement construction activities associated with the City of Cullman's CDBG and ARC Grant Project #LR-ED-PF-22-015 and ARC Project #: AL-21352

THAT, Woody Jacobs, Mayor, be and is hereby authorized to execute the Contract Amendment to the city's annual paving bid contract with Rogers Group to include the resurfacing activities associated with the City of Cullman's CDBG and ARC Grant Project #LR-ED-PF-22-015 and ARC Project #: AL-21352 and is hereby authorized to issue a Purchase Order which will include all CDBG/ARC federal grant requirements for the above referenced project.

READ AND ADOPTED this the 11th day of **September 2023**.

Signed for the Cullman City Council:

By: /s/ Woody Jacobs, Mayor

Attest:

/s/ Wesley M. Moore, City Clerk

Council Member Smith seconded the motion, and the motion was approved by a voice vote. Ayes: All. Nays: None.

Council Member Smith made a motion to approve the following resolution:

**CITY OF CULLMAN
RESOLUTION NO. 2023 – 80**

WHEREAS, City of Cullman have been awarded a \$200,000.00 Community Development Block Grant (CDBG) and a \$500,000.00 Appalachian Region Commission (ARC) grant to implement a CDBG Economic Development Project to construct improvements and resurface a portion of County Road 222 from the I-65 to the Topre Manufacturing facility on County Road 222.

WHEREAS, in accordance with federal regulations the City of Cullman has solicited and received proposals from qualified grant administrative firms to provide application preparation services and all grant administrative services required to implement all approved federally funded grant projects in accordance with all federal regulations.

WHEREAS, on February 20, 2023, the Cullman City Council via Resolution No. 2023-28 selected Community Consultants, Incorporated in the event a application is approved by a Federal or State agency the Mayor, be and is hereby authorized to enter into a contract with Community Consultants to provide all project administrative services required to implement the above referenced projects in accordance with the approved administrative fee scale commensurate with the scope of services required to adequately discharge all project administrative responsibilities associated with all federal requirements.

THEREFORE, Woody Jacobs, Mayor, be and is hereby authorized to enter a contract with Community Consultants, Incorporated to perform all administrative services required to implement the County Road 222 ARC/CDBG Road Improvement Project in accordance with the approved ADECA administrative fee scale commensurate with the scope of services required to adequately discharge all project administrative responsibilities associated with this project.

READ AND ADOPTED this the **11th** day of **September 2023**.

Signed for the Cullman City Council:

By: /s/ Woody Jacobs, Mayor

Attest:

/s/ Wesley M. Moore, City Clerk

Council Member Hollingsworth seconded the motion, and the motion was approved by a voice vote. Ayes: All. Nays: None.

Council Member Hollingsworth made a motion to approve the following resolution:

RESOLUTION NO. 2023 – 81
TO ENTER INTO AGREEMENT WITH THE STATE OF ALABAMA TO MAINTAIN
THE SIDEWALK, INLETS AND PIPE WITHIN IN ALDOT RIGHT OF WAY
IN THE CITY LIMITS OF CULLMAN, ALABAMA

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

1. That the City of Cullman, Alabama, enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for maintenance of 720 LF of 5' sidewalk, 1 vertical head wall, 2 slope paved headwalls, 4 ALDOT roadside ditch inlets, 380 LF of 36" RCP and 149 LF of 30 " RCP within the ALDOT ROW on Alabama Highway 69 from mile post 241.9 to 242.1 in the city limits of Cullman which agreement is before the Council.
2. That the Agreement be executed in the name of the City, by its Mayor, for and on its behalf;
3. That the signature of the Mayor be attested by the City Clerk and that the seal of the City be affixed to the agreement.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on record by the City Clerk.

PASSED, ADOPTED, AND APPROVED BY THE CITY COUNCIL this the 11th day of September, 2023.

/s/ Wesley Moore, City Clerk

/s/ Woody Jacobs, Mayor

Council President Pro Tem Cook seconded the motion, and the motion was approved by a voice vote. Ayes: All. Nays: None.

Council Member Moss made a motion to approve the following resolution:

RESOLUTION NO. 2023 – 82
TO RENEW THE CONTRACT WITH AIR EVAC

WHEREAS, the Cullman City Council has determined that it would serve a public purpose to renew the contract with Air Evac for employee family coverage;

NOW THEREFORE, BE IT RESOLVED, by the Cullman City Council in the State of Alabama that the Mayor is hereby authorized to renew the Air Evac contract for employee family coverage.

ADOPTED BY THE CITY COUNCIL this the 11th day of September, 2023.

/s/ Jenny Folsom, City Council President

ATTEST:

/s/ Wesley Moore, City Clerk

APPROVED BY THE MAYOR this the 11th day of September, 2023.

/s/Mayor Woody Jacobs

Council Member Smith seconded the motion, and the motion was approved by a voice vote. Ayes: All. Nays: None.

Council President Pro Tem Cook made a motion to approve the following resolution:

RESOLUTION NO. 2023 – 83

**TO ADOPT THE ANNUAL BUDGET FOR THE CITY OF CULLMAN
BEGINNING OCTOBER 1ST, 2023 AND ENDING SEPTEMBER 30TH, 2024**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CULLMAN, ALABAMA, AS FOLLOWS:

1. That the General Fund Budget in the amount of \$55,290,609 or so much as may be necessary to defray the expenses and liabilities of the City of Cullman, is hereby appropriated for said purposes as therein specified.
2. That the budget in the amount of \$10,400,000 for the Property and Sales Tax Fund, a major fund, is hereby appropriated for the purposes as therein specified.
3. That the Miscellaneous and Special Fund Budgets in the following amounts: Rebuild Alabama Gas Tax Fund - \$265,000; Four Cent Gas Tax Fund - \$225,000; Seven Cent Gas Tax Fund - \$385,000; Lodging Tax Fund - \$3,500,000; Industrial Purpose Fund - \$117,500; Alabama Trust Fund - \$805,000; Corrections and Court Fund - \$100,000; Court Judicial Fund - \$50,000; Industrial Park Fund - \$700,000; Industrial Access Road Fund - \$5,000; Cullman Building Account - \$0; Parks and Recreation Construction Fund - \$25,809,227; Transportation Enhancement - \$19,900,000; Downtown Revitalization Fund - \$1,352,261; CDBG Neighborhood Projects - \$605,481; and Debt Service Funds - \$23,287,400 or so much thereof as may be necessary to defray the expenses and liabilities of the City of Cullman, are hereby appropriated for the purposes specified therein.
4. That the budget for the Sewer Fund in the amount of \$9,255,000; the budget for the Water Fund in the amount of \$24,682,000; the budget for the Utilities Board Water Division in the amount of \$15,119,634; and for the Airport Fund in the amount of \$9,251,513 or so much thereof as may be necessary to defray expenses and liabilities, is hereby appropriated for such purposes as therein specified, together with such expenditures for principal payments and for equipment and capital improvements as authorized by the City Council.
5. That a budget for expenses for the Parks and Recreation Fund in the amount of \$6,880,999 or so much thereof as may be necessary to defray expenses and liabilities, is hereby established for such purposes, together with such expenditures for principal payments and for equipment as may be required.
6. That such amounts as are required to be transferred between funds for various purposes are hereby appropriated.
7. That adjusted classifications, changes in pay and employee benefits, and changes in the positions and structure of departments as implemented in these budgets are hereby adopted.
8. This Resolution, if approved by the City Council, shall become effective on the 1st day of October, 2023.

BE IT FURTHER RESOLVED that the Mayor, the City Treasurer, and the City Clerk are hereby authorized (1) to expend such funds as are herein allocated and as directed by the Cullman City Council and (2) to make such line item adjustments as are necessary to accurately reflect the expenditures of each department and any other changes as directed by the Cullman City Council.

ADOPTED BY THE CITY COUNCIL this the 11th day of September, 2023.

/s/ Jenny Folsom, City Council President

ATTEST:

/s/ Wesley Moore, City Clerk

APPROVED BY THE MAYOR this the 11th day of September, 2023.

/s/Mayor Woody Jacobs

Council Member Hollingsworth seconded the motion, and the motion was approved by a voice vote. Ayes: All. Nays: None.

Council Member Smith made a motion to approve the following resolution:

RESOLUTION NO. 2023 – 84

**TO ADOPT THE PAY MATRIX, JOB DESCRIPTIONS, AND JOB CLASSIFICATIONS
FOR THE CITY OF CULLMAN, ALABAMA**

BE IT RESOLVED BY THE CULLMAN CITY COUNCIL that the Mayor is hereby authorized to take any and all personnel actions necessary to execute the employee pay matrixes, job descriptions, job classifications, and annual pay increases for city employees approved by the Cullman City Council in the fiscal year 2024 budget which will become effective for the pay period beginning October 1st, 2023.

ADOPTED BY THE CITY COUNCIL this the 11th day of September, 2023.

/s/ Jenny Folsom, City Council President

ATTEST:

/s/ Wesley Moore, City Clerk

APPROVED BY THE MAYOR this the 11th day of September, 2023.

/s/Mayor Woody Jacobs

Council Member Hollingsworth seconded the motion, and the motion was approved by a voice vote. Ayes: All. Nays: None.

Council Member Hollingsworth made a motion to approve the following resolution:

RESOLUTION NO. 2023 – 85

TO ADOPT THE POSITION CONTROL FOR THE CITY OF CULLMAN

THEREFORE, BE IT RESOLVED by the City Council of the City of Cullman, in the State of Alabama, that the position control is hereby incorporated into the Fiscal Year 2024 City Budget.

ADOPTED BY THE CITY COUNCIL this the 11th day of September, 2023.

/s/ Jenny Folsom, City Council President

ATTEST:

/s/ Wesley Moore, City Clerk

APPROVED BY THE MAYOR this the 11th day of September, 2023.

/s/Mayor Woody Jacobs

Council Member Moss seconded the motion, and the motion was approved by a voice vote. Ayes: All. Nays: None.

Council Member Moss made a motion to approve the following resolution:

RESOLUTION NO. 2023 – 86

TO ENTER INTO SERVICE CONTRACT AGREEMENTS

WHEREAS, the Cullman City Council recognizes that public services are provided to the citizens of the City of Cullman, Alabama, which improving their quality of life including but not limited to educational services, rehabilitation services, medical services, promotion of tourism and commerce, mental healthcare, and personal wellness by the following:

- a) American Legion Post No. 4 of Cullman,
- b) Child Advocacy Center of Cullman,
- c) Childhaven,
- d) Cullman 310 Authority,
- e) Cullman Agriplex,
- f) Cullman Area Mental Health (Wellstone),
- g) Cullman Caring for Kids,
- h) Cullman Area Chamber of Commerce,
- i) Cullman City Board of Education,
- j) Cullman Community Band,
- k) Cullman Community Theater,
- l) Cullman County Commission on Aging,
- m) Cullman County Emergency Management Agency,
- n) Cullman County Extension Service,
- o) Cullman County Health Department,
- p) Cullman County Historical Society,
- q) Cullman County Public Library,
- r) Cullman County Soil & Water Conservation,

- s) Cullman Farmers Market Steering Committee,
- t) Cullman Regional Medical Center,
- u) DAV Chapter 101
- v) First Source for Women of Cullman County,
- w) Garrison Gives Hope,
- x) Good Samaritan Clinic,
- y) Hope Horses,
- z) Liberty Learning,
- aa) Pilot Light of Cullman County,
- bb) Restoring Women Outreach,
- cc) The Link of Cullman County,
- dd) United Way of Cullman County,
- ee) Veterans of Foreign Wars Post No. 2214 of Cullman,
- ff) Victim Services of Cullman,

BE IT RESOLVED that the Mayor is hereby authorized and directed to execute contracts with those listed above hereinafter referred to as the “Contractor”, for services as described therein, and the City Clerk is authorized to affix the City seal thereto; and

BE IT FURTHER RESOLVED that, prior to the release of any funds in connection with this contract for Fiscal Year 2024, the following documentation must be submitted annually to the City of Cullman:

- Resolution of the Board of Directors (or other governing body) authorizing the Contractor to enter into this contract;
- Copy of the current by-laws of the Contractor;
- Copy of the determination letter from the IRS or Alabama Legislative Act creating the Contractor which states their tax status;
- Copy of the Contractor’s most recent audited financial statements;
- Copy of the Contractor’s most recent budgeted-to-actual reports including revenues and expenditures;
- Copy of the Contractor’s most recent balance sheet detailing cash, cash equivalents, certificates of deposits, investments, reserves, and other like assets;
- Copy of the Contractor’s most recent budgets to actual reports (detailed by line item);
- Copy of the Contractor’s most current certificate of insurance indicating General Liability and Worker’s Compensation insurance.

ADOPTED BY THE CITY COUNCIL this the 11th day of September, 2023.

/s/ Jenny Folsom, City Council President

ATTEST:

/s/ Wesley Moore, City Clerk

APPROVED BY THE MAYOR this the 11th day of September, 2023.

/s/Mayor Woody Jacobs

Council President Pro Tem Cook seconded the motion, and the motion was approved by a voice vote. Ayes: All. Nays: None.

Council President Pro Tem Cook made a motion to approve the following resolution:

RESOLUTION NO. 2023 – 87

**TO WAIVE THE OCTOBER 2023 INFLATION ADJUSTMENT
FOR SOLID WASTE PICKUP, SEWER SERVICE, AND WATER SERVICE
FOR RESIDENTIAL CUSTOMERS LOCATED INSIDE THE CITY LIMITS OF CULLMAN**

WHEREAS, the citizens of Cullman have experienced increased inflation since 2021;

WHEREAS, the Cullman City Council has determined that it will serve a public purpose to waive the October 2023 inflation adjustment for solid waste (sanitation) pickup, sewer service, and water service for residential customers located inside the city limits of Cullman, Alabama;

THEREFORE, BE IT RESOLVED by the Cullman City Council that the residential rates for customers located inside the city limits of Cullman, Alabama, for solid waste (sanitation), sewer, and water will not be increased by the October 2023 inflation adjustment.

ADOPTED BY THE CITY COUNCIL this the 11th day of September, 2023.

/s/ Jenny Folsom, City Council President

ATTEST:

/s/ Wesley Moore, City Clerk

APPROVED BY THE MAYOR this the 11th day of September, 2023.

/s/Mayor Woody Jacobs

Council Member Hollingsworth seconded the motion, and the motion was approved by a voice vote. Ayes: All. Nays: None.

Council Member Smith made a motion to approve the following resolution:

RESOLUTION NO. 2023 – 88

TO APPROPRIATE ADDITIONAL FUNDS TO THE NORTH ALABAMA AGRIPLEX

WHEREAS, the North Alabama Agriplex is a non-profit organization who preserves our agricultural heritage through educational programming for children and adults in Cullman;

WHEREAS, the Cullman City Council has determined that appropriating additional funds to the North Alabama Agriplex serves a public purpose;

THEREFORE, BE IT RESOLVED by the Cullman City Council that the Mayor is hereby authorized to execute a one-time appropriation of funds to the North Alabama Agriplex.

ADOPTED BY THE CITY COUNCIL this the 11th day of September, 2023.

/s/ Jenny Folsom, City Council President

ATTEST:

/s/ Wesley Moore, City Clerk

APPROVED BY THE MAYOR this the 11th day of September, 2023.

/s/Mayor Woody Jacobs

Council Member Hollingsworth seconded the motion, and the motion was approved by a voice vote. Ayes: All. Nays: None.

Council President Pro Tem Cook made a motion to approve the following resolution:

RESOLUTION NO. 2023 – 89

TO APPROPRIATE ADDITIONAL FUNDS TO THE GOOD SAMARITAN HEALTH CLINIC

WHEREAS, the Good Samaritan Health Clinic is a non-profit organization who provides an educational program, healthcare services, and consultations for people with opioid addiction;

WHEREAS, the Cullman City Council has determined that appropriating additional funds to the Good Samaritan Health Clinic serves a public purpose;

THEREFORE, BE IT RESOLVED by the Cullman City Council that the Mayor is hereby authorized to execute a one-time appropriation of funds to the Good Samaritan Health Clinic.

ADOPTED BY THE CITY COUNCIL this the 11th day of September, 2023.

/s/ Jenny Folsom, City Council President

ATTEST:

/s/ Wesley Moore, City Clerk

APPROVED BY THE MAYOR this the 11th day of September, 2023.

/s/Mayor Woody Jacobs

Council Member Moss seconded the motion, and the motion was approved by a voice vote. Ayes: All. Nays: None.

Council President Jenny Folsom asked the Council to consider Ordinance Nos. 2023-33, 2023-35, 2023-36, 2023-37, 2023-38, 2023-39. Council Member Smith made a motion to suspend the rules to consider Ordinance Nos. 2023-33, 2023-35, 2023-36, 2023-37, 2023-38, 2023-39. Council Member Hollingsworth seconded the motion to suspend the rules, and the motion was approved by a roll call vote. Mr. Wesley Moore polled the Council Members: Council President Pro Tem Cook, Council President Folsom: Aye. Council Member Moss: Aye. Council Member Brad Smith: Aye. Council Member Hollingsworth: Aye.

Council President Jenny Folsom held the first reading of Ordinance No. 2023-33 to rezone Alumni Properties of Alabama, which received a favorable recommendation from the Planning Commission. Council Member Smith made a motion to approve Ordinance No. 2023-33.

ORDINANCE NO. 2023 - 33

**AMENDING THE CURRENT ZONING ORDINANCE AND ZONING MAP OF THE CITY OF CULLMAN, ALABAMA,
TO RE-ZONE CERTAIN PARCELS OF PROPERTY AS SET FORTH HEREIN**

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

SECTION 1. Under the authority of Chapter 52, Articles 1 through 4, Section 11-52-1 through Section 11-52-84, Code of Alabama 1975, as amended, and specifically Sections 11-52-77 and at the request of property owner, the petitioner, the following describe the tracts or parcels of land, to-wit:

Property Owner: Alumni Properties of Alabama, LLC

PPIN: 84798. Parcel No.: 17-05-22-3-001-003.005. Property Address: Swafford Road.

PPIN: 84797. Parcel No.: 17-05-22-3-001-009.004. Property Address: Swafford Road.

PPIN: 84796. Parcel No.: 17-05-22-3-001-009.003. Property Address: Cherokee Ave SW.

PPIN: 28688. Parcel No.: 17-05-22-3-001-009.000. Property Address: 0 Main Ave SW.

Legal Description: Lots 1, 2, 3, and Common Area, according to H&A Lessman Subdivision, as recorded in Cabinet B, Plat 355F, as recorded in Map Book 2020, Page 24, in the Probate Office of Cullman County, Alabama.

PPIN: 49162. Parcel No.: 17-05-22-3-001-010.000.

Property Address: 0 Main Ave SW.

Legal Description: A parcel of land located in the Southwest Quarter of the Southwest Quarter of Section 22, Township 10 South, Range 3 West, Cullman County, Alabama, and being more particularly described as follows: Commencing at the Southwest corner of said Section 22, thence North 48 degrees 10 minutes 48 seconds East a distance of 53.64 feet to the point of beginning of said parcel being a found 1-inch open top pipe at the intersection of the North margin of Swafford Road and the East margin of Main Avenue; thence North 00 degrees 32 minutes 43 seconds East along the East margin of Main Avenue a distance of 312.29 feet to a found 1-inch open top pipe; thence leaving said margin South 89 degrees 25 minutes 09 seconds East a distance of 200.14 feet to a found 1-inch crimped top pipe; thence South 00 degrees 33 minutes 32 seconds West a distance of 312.11 feet to a found 1-inch open top pipe on the North margin of Swafford Road; thence North 89 degrees 28 minutes 09 seconds West along said margin a distance of 200.07 feet to the point of beginning. According to survey of Joshua L. Howard, dated October 18, 2021.

within the city limits of Cullman, Alabama, and lying and being in Cullman County, State of Alabama, designated as B-1 Business District on the Zoning Map of the City of Cullman, Alabama, under Ordinances No. 2004-03 and as may be reflected in any comprehensive master plan for the City of Cullman, Alabama, be, and is hereby changed from B-1 Business District to B-2 Business District.

SECTION 2. That this ordinance be published at least once a week for two consecutive weeks in advance of its final passage in a newspaper with general circulation within the City of Cullman, Alabama, the first publication of said notice and ordinance being verbatim and the second publication either verbatim or synopsis, with the last publication being at least 15 days prior to the date set for public hearing and passage of said ordinance.

SECTION 3. That a public hearing be held relative to the passage of this ordinance on the 11th day of September, 2023 at 7:00 p.m., at which time interested parties and citizens shall have the opportunity to be heard concerning said ordinance and any changes relating thereto.

SECTION 4. That all notices as required by law be given by the City Clerk concerning said public hearing, and in addition thereto, a certified letter be sent by the Clerk to all contiguous property owners at their last known addresses as shown by the tax records for the City of Cullman, Alabama.

SECTION 5. That upon final passage of this ordinance, all zoning maps, master comprehensive plans or any other documents of the City of Cullman, Alabama, in conflict with this ordinance are hereby changed and amended to reflect the changes and amendments herein.

SECTION 6. Should any part or portion of this ordinance be held invalid, unenforceable or unconstitutional, for whatever reason, by a court of competent jurisdiction, such ruling shall not affect any other part or portion of this Ordinance.

SECTION 7. This ordinance shall take effect and be in force from and after its passage or adoption as required by law, including notice, publication and public hearing, all in accordance with Section 11-52-1, et seq., Code of Alabama 1975, as amended.

ADOPTED BY THE CITY COUNCIL, this the 11th day of September, 2023.

Folsom, President of the City Council

ATTEST:

/s/ Wesley Moore, City Clerk

APPROVED BY THE MAYOR this the 11th day of September, 2023.

/s/Mayor Woody Jacobs

Council Member Hollingsworth seconded the motion to approve the Ordinance, and the motion was approved by a roll call vote. Mr. Wesley Moore polled the Council Members: Council President Pro Tem Cook: Aye. Council President Folsom: Aye. Council Member Moss: Aye. Council Member Smith: Aye. Council Member Hollingsworth: Aye.

Council President Jenny Folsom held the first reading of Ordinance No. 2023-35 to expand the Special Events and Art Districts in the City of Cullman, which received a favorable recommendation from the Planning Commission. Council Member Moss made a motion to approve Ordinance No. 2023-35.

ORDINANCE NO. 2023 – 35
AMENDING ORDINANCE NO. 2004-03, AS AMENDED BY ORDINANCE NO. 2013-27,
ORDINANCE NO. 2017-12, AND ORDINANCE NO. 2020-11

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

Section 1. Ordinance No. 2004-03, as Amended by Ordinance No. 2013-27, is hereby amended by deleting Section 3. D. 3.a. *Festhalle/Depot Park District* and Section 3. D. 3. b. *Arts and Entertainment District* in its entirety and replacing it with the following:

Section 3. D. 3.a. *Special Events District*: The following boundaries or any portion thereof may be approved for use under the SE-1 District rules. The Special Events District shall begin at the intersection of 1st Avenue SW and 5th Street SW; then turn east onto 5th Street SW until 3rd Avenue SE; then turn north onto 3rd Avenue SE until 3rd Street SE; then turn east onto 3rd Street SE until 4th Avenue SE; then turn north onto 4th Avenue SE until 2nd Street SE; then turn west onto 2nd Street SE until 2nd Avenue SE; then turn north onto 2nd Avenue SE until Young Street NE; then turn east onto Young Street NE until 3rd Avenue NE; then turn north onto 3rd Avenue NE until Oak Drive NE; then turn west onto Oak Drive NE until west side of CSX's right-of-way; then south onto the west side of CSX's right-of-way until 1st Avenue NW; then continue south onto 1st Avenue NW until 5th Street SW (which is the point of beginning).

Section 3. D. 3.b. *Arts and Entertainment District*: The following boundaries or any portion thereof may be approved for use under the SE-1 District rules: The Arts District shall begin at the intersection of Arnold Street NW and 1st Avenue NW; then turn west onto Arnold Street NW until 2nd Avenue NW; then turn north onto 2nd Avenue NW until Brunner Alley NW; then turn west onto Brunner Alley NW until Main Avenue NW; then turn south onto Main Avenue NW until 1st Street SW; then turn west onto 1st Street SW until Austin Avenue SW; then turn south onto Austin Avenue SW until 2nd Street SW; then turn east onto 2nd Street SW until Main Avenue SW; then turn south onto Main Avenue SW until 4th Street SW; then turn east onto 4th Street SW until 5th Avenue SW; then turn south onto 5th Avenue SW until 6th Street SW; then turn east onto 6th Street SW until 3rd Avenue SW; then turn north onto 3rd Avenue SW until 5th Street SW; then turn east onto 5th Street SW until 1st Avenue SW; then turn north onto 1st Avenue SW until Arnold Street NW (which is the pointing of beginning).

All other sections of said Ordinance shall remain in full force and effect.

ADOPTED BY THE CITY COUNCIL this the 11th day of September, 2023.

/s/ Jenny Folsom, President of the City Council

ATTEST:

/s/ Wesley Moore, City Clerk

APPROVED BY THE MAYOR this the 11th day of September, 2023.

/s/Mayor Woody Jacobs

Council President Pro Tem Cook seconded the motion to approve the Ordinance, and the motion was approved by a roll call vote. Mr. Wesley Moore polled the Council Members: Council President Pro Tem Cook: Aye. Council President Folsom: Aye. Council Member Moss: Aye. Council Member Smith: Aye. Council Member Hollingsworth: Aye.

Council President Jenny Folsom held the first reading of Ordinance No. 2023-36 to annex 96 County Road 1313 as R-1 Residential District, which received a favorable recommendation from the Planning Commission. Council President Pro Tem Cook made a motion to approve Ordinance No. 2023-36.

ORDINANCE NO. 2023 – 36

TO ANNEX CERTAIN PROPERTIES INTO THE CITY LIMITS OF THE CITY OF CULLMAN, ALABAMA
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CULLMAN, ALABAMA, AS FOLLOWS:

SECTION 1. The City Council of the City of Cullman finds that the following property owner, Diane M. Caffey, has petitioned the City under the provisions of Section 11-42-21 of the Code of Alabama, 1975, as amended, that the following described property, owned by the petitioner, be annexed into the City of Cullman:

Property Owner: Diane M. Caffey

PPIN: 48352. Parcel No. 09-08-27-0-001-030.058. Property Address: 96 County Road 1313, Cullman, Alabama.

Legal Description: Lot 22A of the Re-subdivision of Lot 22 of Misty Acres Subdivision, as recorded in Map Book B, Page 167 B in the Probate Office of Cullman County, Alabama.

SECTION 2. That the Council has before it a map showing the relationship of the properties proposed to be annexed to the corporate limits of the City of Cullman, and that said map is on file in the office of the City Clerk along with an acknowledgment by the property owner that they want it to be annexed into the City of Cullman.

SECTION 3 That the City of Cullman does hereby annex as a part of its corporate limits the above described tract or parcel of land as R-1 Residential District.

SECTION 4. That a copy of this ordinance after its adoption, which ordinance includes a description of the property annexed to the City of Cullman, be filed in the office of the Judge of Probate of Cullman County, Alabama, the county in which the municipality is located.

SECTION 5. That this ordinance shall take effect upon its passage and publication as required by law.

ADOPTED BY THE CITY COUNCIL this the 11th day of September, 2023.

/s/ Jenny Folsom, President of the City Council

ATTEST:

/s/ Wesley Moore, City Clerk

APPROVED BY THE MAYOR this the 11th day of September, 2023.

/s/Mayor Woody Jacobs

Council Member Smith seconded the motion to approve the Ordinance, and the motion was approved by a roll call vote. Mr. Wesley Moore polled the Council Members: Council President Pro Tem Cook: Aye. Council President Folsom: Aye. Council Member Moss: Aye. Council Member Smith: Aye. Council Member Hollingsworth: Aye.

Council President Jenny Folsom held the first reading of Ordinance No. 2023-37 to annex 68 County Road 1313 as R-1 Residential District, which received a favorable recommendation from the Planning Commission. Council Member Moss made a motion to approve Ordinance No. 2023-37.

ORDINANCE NO. 2023 – 37

TO ANNEX CERTAIN PROPERTIES INTO THE CITY LIMITS OF THE CITY OF CULLMAN, ALABAMA
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CULLMAN, ALABAMA, AS FOLLOWS:

SECTION 1. The City Council of the City of Cullman finds that the following property owners, Jon Nicholas Dumas and Myra Turner Dumas, have petitioned the City under the provisions of Section 11-42-21 of the Code of Alabama, 1975, as amended, that the following described property, owned by the petitioners, be annexed into the City of Cullman:

Property Owners: Jon Nicholas Dumas and Myra Turner Dumas

PPIN: 48229. Parcel No. 09-08-27-0-001-030.008. Property Address: 68 County Road 1313, Cullman, Alabama.

Legal Description: Lot 23 of Misty Acres Subdivision, a subdivision shown on the map or plat recorded in the Probate Office of Cullman County, Alabama, Map Cabinet B, Slide 151-A. Source of Title: Deed Book 430 Page 491.

SECTION 2. That the Council has before it a map showing the relationship of the properties proposed to be annexed to the corporate limits of the City of Cullman, and that said map is on file in the office of the City Clerk along with an acknowledgment by the property owner that they want it to be annexed into the City of Cullman.

SECTION 3 That the City of Cullman does hereby annex as a part of its corporate limits the above described tracts or parcels of land as R-1 Residential District.

SECTION 4. That a copy of this ordinance after its adoption, which ordinance includes a description of the properties annexed to the City of Cullman, be filed in the office of the Judge of Probate of Cullman County, Alabama, the county in which the municipality is located.

SECTION 5. That this ordinance shall take effect upon its passage and publication as required by law.

ADOPTED BY THE CITY COUNCIL this the 11th day of September, 2023.

/s/ Jenny Folsom, President of the City Council

ATTEST:

/s/ Wesley Moore, City Clerk

APPROVED BY THE MAYOR this the 11th day of September, 2023.

/s/Mayor Woody Jacobs

Council Member Smith seconded the motion to approve the Ordinance, and the motion was approved by a roll call vote. Mr. Wesley Moore polled the Council Members: Council President Pro Tem Cook: Aye. Council President Folsom: Aye. Council Member Moss: Aye. Council Member Smith: Aye. Council Member Hollingsworth: Aye.

Council President Jenny Folsom held the first reading of Ordinance No. 2023-38 to annex 297 County Road 1403 as R-1 Residential District, which received a favorable recommendation from the Planning Commission. Council President Pro Tem Cook made a motion to approve Ordinance No. 2023-38.

ORDINANCE NO. 2023 – 38

TO ANNEX CERTAIN PROPERTIES INTO THE CITY LIMITS OF THE CITY OF CULLMAN, ALABAMA
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CULLMAN, ALABAMA, AS FOLLOWS:

SECTION 1. The City Council of the City of Cullman finds that the following property owners, David M and Vickie C. Tucker have petitioned the City under the provisions of Section 11-42-21 of the Code of Alabama, 1975, as amended, that the following described property, owned by the petitioners, be annexed into the City of Cullman:

PPIN: 44245. Parcel No. 17-01-02-0-001-003.026. Property Address: 297 County Road 1403, Cullman, Alabama.
Legal Description: Lot 4 of the second phase of Hillview Subdivision as recorded in Plat Book 7, Page 35 (Slide A, Page 350), the Probate Office of Cullman County, Alabama.

SECTION 2. That the Council has before it a map showing the relationship of the property proposed to be annexed to the corporate limits of the City of Cullman, and that said map is on file in the office of the City Clerk along with an acknowledgment by the property owner that they want it to be annexed into the City of Cullman.

SECTION 3 That the City of Cullman does hereby annex as a part of its corporate limits the above described tracts or parcels of land as R-1 Residential District.

SECTION 4. That a copy of this ordinance after its adoption, which ordinance includes a description of the properties annexed to the City of Cullman, be filed in the office of the Judge of Probate of Cullman County, Alabama, the county in which the municipality is located.

SECTION 5. That this ordinance shall take effect upon its passage and publication as required by law.

ADOPTED BY THE CITY COUNCIL this the 11th day of September, 2023.

/s/ Jenny Folsom, President of the City Council

ATTEST:

/s/ Wesley Moore, City Clerk

APPROVED BY THE MAYOR this the 11th day of September, 2023.

/s/Mayor Woody Jacobs

Council Member Smith seconded the motion to approve the Ordinance, and the motion was approved by a roll call vote. Mr. Wesley Moore polled the Council Members: Council President Pro Tem Cook: Aye. Council President Folsom: Aye. Council Member Moss: Aye. Council Member Smith: Aye. Council Member Hollingsworth: Aye.

Council President Jenny Folsom held the first reading of Ordinance No. 2023-39 to annex 474 County Road 1335 as R-1 Residential District, which received a favorable recommendation from the Planning Commission. Council Member Moss made a motion to approve Ordinance No. 2023-39.

ORDINANCE NO. 2023 – 39

TO ANNEX CERTAIN PROPERTIES INTO THE CITY LIMITS OF THE CITY OF CULLMAN, ALABAMA
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CULLMAN, ALABAMA, AS FOLLOWS:

SECTION 1. The City Council of the City of Cullman finds that the following property owners, Scott and Kelly Dorough, have petitioned the City under the provisions of Section 11-42-21 of the Code of Alabama, 1975, as amended, that the following described property, owned by the petitioners, be annexed into the City of Cullman:

PPIN: 4599. Parcel No. 09-05-22-0-001-028.021. Property Address: 474 County Road 1335, Cullman, Alabama.
Legal Description: Lot 8 of the First Addition to Lake George Estates as shown on the recorded plat thereof in Map Book 7, Page 197 in the Probate Office of Cullman County, Alabama.

SECTION 2. That the Council has before it a map showing the relationship of the property proposed to be annexed to the corporate limits of the City of Cullman, and that said map is on file in the office of the City Clerk along with an acknowledgment by the property owner that they want it to be annexed into the City of Cullman.

SECTION 3 That the City of Cullman does hereby annex as a part of its corporate limits the above described tracts or parcels of land as R-1 Residential District.

SECTION 4. That a copy of this ordinance after its adoption, which ordinance includes a description of the properties annexed to the City of Cullman, be filed in the office of the Judge of Probate of Cullman County, Alabama, the county in which the municipality is located.

SECTION 5. That this ordinance shall take effect upon its passage and publication as required by law.

ADOPTED BY THE CITY COUNCIL this the 11th day of September, 2023.

/s/ Jenny Folsom, President of the City Council

ATTEST:

/s/ Wesley Moore, City Clerk

APPROVED BY THE MAYOR this the 11th day of September, 2023.

/s/Mayor Woody Jacobs

Council Member Hollingsworth seconded the motion to approve the Ordinance, and the motion was approved by a roll call vote. Mr. Wesley Moore polled the Council Members: Council President Pro Tem Cook: Aye. Council President Folsom: Aye. Council Member Moss: Aye. Council Member Smith: Aye. Council Member Hollingsworth: Aye.

Council President Jenny Folsom held the first reading Ordinance No. 2023-40 to issue General Obligation Warrants Series 2023 for the landfill project. Council President Pro Tem Cook made a motion to suspend the rules. Council Member Moss seconded the motion and the motion was approved by a roll call vote. Mr. Wesley Moore polled the Council Members: Council President Pro Tem Johnny Cook: Aye. Council President Folsom: Aye. Council Member Moss: Aye. Council Member Smith: Aye. Council Member Hollingsworth: Aye. Council President Pro Tem Cook made a motion to adopt Ordinance No. 2023-40.

ORDINANCE NO. 2023-40
AN ORDINANCE TO PROVIDE FOR THE ISSUANCE
BY THE CITY OF CULLMAN OF ITS
\$13,845,000 GENERAL OBLIGATION WARRANTS
SERIES 2023
DATED SEPTEMBER 19, 2023

BE IT ORDAINED by the City Council of the City of Cullman in the State of Alabama as follows:

Section 1. Definitions and Use of Phrases. 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:

"Authorized Denominations" means the sum of \$5,000 or any integral multiple thereof.

"Bank" means Regions Bank, Birmingham, Alabama, in its capacity as registrar, transfer agent and paying agent with respect to the Warrants, and includes any successor Bank appointed pursuant to Section 20 hereof.

"City" means the municipal corporation of Cullman in 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.

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

"Code" means the Internal Revenue Code of 1986, as amended, or any successor Code thereto.

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

"Eligible Investments" means (a) United States Securities, (b) Eligible Securities, and (c) any money market fund invested solely in United States Securities.

"Eligible Securities" means an interest-bearing certificate of deposit issued by the Bank or any bank, savings and loan association or trust company organized under the laws of the United States of America or any state thereof that is (to the extent not insured by the Federal Deposit Insurance Corporation) collaterally secured by a pledge of United States Securities (a) having at any date of calculation a market value (taking account of any accrued interest thereon) not less than the principal of and the accrued interest on the certificates of deposit secured thereby, (b) deposited and pledged with any Federal Reserve Bank or with any bank or trust company organized under the laws of the United States or any state thereof, and having combined capital and surplus and undivided profits of not less than \$100,000,000, and (c) for which a receipt signed by the bank or trust company having custody of such collateral securities and containing a sufficient description thereof has been furnished to the Bank.

"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.

"Holder" means the person in whose name a Warrant is registered on the registry books of the Bank pertaining to the Warrants.

"Interest Payment Date" means each March 1 and September 1, commencing March 1, 2024.

"Issuance Expense Fund" shall have the meaning given to such term in paragraph (iii) of Section 26 hereof.

"Mayor" means the Mayor of the City.

"Overdue Interest" means interest due but not paid on the applicable Interest Payment Date on which such interest is required to be paid.

"Overdue Interest Payment Date" means the date fixed by the Bank, pursuant to the provisions of Section 15 hereof, for the payment of Overdue Interest on the Warrants.

"Record Date" means the February 15 or August 15, as the case may be, next preceding an Interest Payment Date.

"Resolution" and **"Ordinance"** mean, respectively, a resolution or ordinance adopted by the Council.

"Underwriter" means The Frazer Lanier Company Incorporated, as underwriter of the Warrants.

"United States Securities" means any securities that are direct obligations of the United States of America.

"Warrant Fund" means the special fund of the City created in Section 6 hereof.

"Warrants" means the \$13,845,000 General Obligation Warrants, Series 2023, dated September 19, 2023, of the City herein authorized.

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

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

Section 2. Findings. The Council has ascertained and does hereby find and declare as follows:

(a) there presently exists a landfill for the processing and disposal of solid waste (the "Base Facility") and certain related real property adjacent thereto (the "Expansion Land" and, together with the Base Facility, the "Landfill Project") aggregating approximately 311 acres and located at 2885 AL Highway 69 South, Cullman, Alabama 35057, all of which is located in unincorporated Cullman County, outside the corporate limits of any municipality within the state; and

(b) the Base Facility is the primary location to serve the industrial, commercial, and residential solid waste disposal needs of the City; and

(c) the Landfill Project is presently owned and operated by Cullman Environmental, Inc., an Alabama corporation (the "Company"), which informed the City and the County that it intends to sell the Landfill Project; and

(d) given the absence of solid waste disposal facilities within and around the jurisdiction of the City, the difficulty in obtaining permits from federal and other authorities for the creation of new solid waste disposal sites, and the heavy reliance the City has on the Base Facility for industrial, commercial and residential solid waste disposal needs, the City has determined that securing control of the Base Facility is crucial to existing industrial and economic development within the City and, further, that securing control of the Expansion Land is crucial to the City's efforts to sustain and expand its industrial and commercial base and to overall improve and foster industrial and economic development in the City; and

(e) the City and Cullman County, Alabama (the "County") have caused the creation of a public corporation organized as a solid waste disposal authority (the "SWDA") under Section 11-89A-1, *et seq.*, of the Code of Alabama 1975, as amended (the "SWDA Enabling Law"); and

(f) the SWDA has entered an agreement for the acquisition of the Landfill Project at and for the price of \$27,100,000, half of which to be paid by the City and half of which to be paid by the County; and

(g) the City has determined it to be necessary, desirable and in the public interest that the City issue the Warrants hereinafter described to pay its portion of the price for the Landfill Project and to pay the costs of issuing the Warrants so that the SWDA can own, control and operate the Landfill Project for the , among other things, the benefit of the City; and

(h) the Council hereby further recites that the City's obligations under and in furtherance of the Warrants and the transactions therein and herein described are being undertaken pursuant to the authority of Amendment 772 to the Constitution of Alabama of 1901, as amended, recodified as Section 94.01 of the Official Recompilation of the Constitution of Alabama of 1901 ("Amendment 772"), that the Warrants are being issued, and the obligations under this ordinance are being entered into, by the City in furtherance of any power or authority authorized in Amendment 772, and that the Council has determined that the expenditure of public funds for payment of the Warrants and the performance by the City of its obligations under this ordinance will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

Section 3. Authorization of the Warrants. (a) **General Authorization.** Pursuant to the applicable provisions of the constitution and laws of the State of Alabama including, without limitation, Amendment 772, the SWDA Enabling Law, and Sections 11-47-2 and 11-81-4 of the Code of Alabama 1975, as amended, and for the purposes hereinabove stated, there are hereby authorized to be issued \$13,845,000 aggregate principal amount of General Obligation Warrants, Series 2023 (the "Warrants") of the City. The Warrants shall be issued as fully registered warrants without coupons, shall be dated September 19, 2023, and shall mature and become payable on September 1 in the years and in the amounts and shall bear interest at the per annum rates of interest as follows:

Maturity Date (September 1)	Principal Amount	Interest Rate
2024	\$250,000	5.000%
2025	230,000	5.000

2026	240,000	5.000
2027	255,000	5.000
2028	265,000	5.000
2029	280,000	5.000
2030	295,000	5.000
2031	310,000	5.000
2032	325,000	5.000
2033	340,000	5.000
2034	355,000	5.000
2035	375,000	5.000
2036	395,000	5.000
2039	1,290,000	4.000
2041	950,000	4.000
2043	1,025,000	4.125
2048	2,975,000	4.375
2053	3,690,000	4.500

The Warrants shall be initially issued in the Authorized Denominations and registered in the names of the Holders as shall, pursuant to the provisions of Section 27 hereof, be designated by the purchasers thereof from the City.

(b) **Place and Manner of Payment.** The principal of and the premium, if any, on the Warrants shall be payable at the principal corporate trust office of the Bank in the City of Birmingham, Alabama, upon presentation and surrender of the Warrants as the same become due and payable. Except as provided in Section 15 hereof, interest on the Warrants shall be payable by check or draft mailed by the Bank to the registered Holders of the Warrants at the addresses shown on the registry books of the Bank pertaining to the Warrants as of the close of business on the Record Date next preceding each Interest Payment Date. Payment of such interest shall be deemed to have been timely made if such check or draft is mailed by the Bank on the due date of such interest (or, if such due date is not a business day, on the business day immediately following such due date). The Bank shall cause all payments of the principal of and the interest and premium, if any, on the Warrants to be accompanied by CUSIP numbers with appropriate dollar amounts for each CUSIP number.

(c) **Computation of Interest and Interest Payment Dates.** The Warrants shall bear interest from their date until their respective maturities at the per annum rates of interest set forth in subsection (a) above (computed on the basis of a 360-day year of twelve consecutive 30-day months). Such interest shall be payable semiannually on each Interest Payment Date until and at the maturity of the Warrants. The Warrants shall bear interest after their respective maturities until paid at the per annum rates of interest set forth in subsection (a) above.

Section 4. Redemption Provisions. (a) **Optional Redemption.** (i) Those of the Warrants having stated maturities on September 1, 2034, and thereafter, will be subject to redemption and payment prior to maturity, at the option of the City, as a whole or in part, on September 1, 2033, and on any date thereafter, at and for a redemption price equal to the par or face amount of each Warrant redeemed, plus accrued interest thereon to the date fixed for redemption.

(b) **Mandatory Redemption** (i) The Warrants maturing in 2039 (the "2039 Term Warrants") shall be redeemed, at a redemption price equal to the face amount of Warrants to be redeemed plus accrued interest thereon to the date fixed for redemption, on September 1 in the years and in the principal amounts as follows:

Term Warrants Maturing in 2039	
Year	Amount
2037	\$415,000
2038	430,000
2039 (maturity)	445,000

In the event the City shall have partially redeemed 2039 Term Warrants or shall have provided for a partial redemption of 2039 Term Warrants in such a manner that 2039 Term Warrants for the redemption of which provision is made are considered as fully paid, the City may elect to apply all or any part (but only in integral multiples of \$5,000) of the principal amount of such 2039 Term Warrants so redeemed or to be redeemed to the reduction of the principal amount of 2039 Term Warrants required to be redeemed pursuant to the

schedules set forth immediately above on any September 1 coterminous with or subsequent to the date such optional redemption actually occurs.

(i) The Warrants maturing in 2041 (the "2041 Term Warrants") shall be redeemed, at a redemption price equal to the face amount of Warrants to be redeemed plus accrued interest thereon to the date fixed for redemption, on September 1 in the years and in the principal amounts as follows:

Term Warrants Maturing in 2041	
Year	Amount
2040	\$465,000
2041 (maturity)	485,000

In the event the City shall have partially redeemed 2041 Term Warrants or shall have provided for a partial redemption of 2041 Term Warrants in such a manner that 2041 Term Warrants for the redemption of which provision is made are considered as fully paid, the City may elect to apply all or any part (but only in integral multiples of \$5,000) of the principal amount of such 2041 Term Warrants so redeemed or to be redeemed to the reduction of the principal amount of 2041 Term Warrants required to be redeemed pursuant to the schedules set forth immediately above on any September 1 coterminous with or subsequent to the date such optional redemption actually occurs.

(iii) The Warrants maturing in 2043 (the "2043 Term Warrants") shall be redeemed, at a redemption price equal to the face amount of Warrants to be redeemed plus accrued interest thereon to the date fixed for redemption, on September 1 in the years and in the principal amounts as follows:

Term Warrants Maturing in 2043	
Year	Amount
2042	\$500,000
2043 (maturity)	525,000

In the event the City shall have partially redeemed 2043 Term Warrants or shall have provided for a partial redemption of 2043 Term Warrants in such a manner that 2043 Term Warrants for the redemption of which provision is made are considered as fully paid, the City may elect to apply all or any part (but only in integral multiples of \$5,000) of the principal amount of such 2043 Term Warrants so redeemed or to be redeemed to the reduction of the principal amount of 2043 Term Warrants required to be redeemed pursuant to the schedules set forth immediately above on any September 1 coterminous with or subsequent to the date such optional redemption actually occurs.

(iv) The Warrants maturing in 2048 (the "2048 Term Warrants") shall be redeemed, at a redemption price equal to the face amount of Warrants to be redeemed plus accrued interest thereon to the date fixed for redemption, on September 1 in the years and in the principal amounts as follows:

Term Warrants Maturing in 2048	
Year	Amount
2044	\$545,000
2045	570,000
2046	595,000
2047	620,000
2048 (maturity)	645,000

In the event the City shall have partially redeemed 2048 Term Warrants or shall have provided for a partial redemption of 2048 Term Warrants in such a manner that 2048 Term Warrants for the redemption of which provision is made are considered as fully paid, the City may elect to apply all or any part (but only in integral multiples of \$5,000) of the principal amount of such 2048 Term Warrants so redeemed or to be redeemed to the reduction of the principal amount of 2048 Term Warrants required to be redeemed pursuant to the schedules set forth immediately above on any September 1 coterminous with or subsequent to the date such optional redemption actually occurs.

(v) The Warrants maturing in 2053 (the "2053 Term Warrants") shall be redeemed, at a redemption price equal to the face amount of Warrants to be redeemed plus accrued interest thereon to the date fixed for redemption, on September 1 in the years and in the principal amounts as follows:

Term Warrants Maturing in 2053	
Year	Amount
2049	\$675,000
2050	705,000
2051	735,000
2052	770,000
2053 (maturity)	805,000

In the event the City shall have partially redeemed 2053 Term Warrants or shall have provided for a partial redemption of 2053 Term Warrants in such a manner that 2053 Term Warrants for the redemption of which provision is made are considered as fully paid, the City may elect to apply all or any part (but only in integral multiples of \$5,000) of the principal amount of such 2053 Term Warrants so redeemed or to be redeemed to the reduction of the principal amount of 2053 Term Warrants required to be redeemed pursuant to the schedules set forth immediately above on any September 1 coterminous with or subsequent to the date such optional redemption actually occurs.

(c) **Manner of Effecting Redemption.** Any redemption or prepayment of any series of Warrants shall be effected in the following manner:

(i) **Call.** The City shall by Resolution or Ordinance call for redemption on a stated date when they are by their terms subject to redemption Warrants (or principal portions thereof) and shall recite in said Resolution or Ordinance (A) that the City is not in default in the payment of the principal of or the interest or premium, if any, on any of the Warrants of the particular series to be redeemed, or (B) that all of the Warrants then outstanding of the particular series to be redeemed are to be retired on the Redemption Date; provided, however, that it shall not be necessary for the City to adopt any such Resolution or Ordinance in the case of any redemption of Warrants if the redemption is one that is required by the provisions of any mandatory redemption requirement herein contained. A certified copy of any such Resolution or Ordinance, if one shall be required, shall be furnished to the Bank not less than thirty-five (35) days prior to the Redemption Date, unless a shorter period is acceptable to the Bank.

(ii) **Notice by First Class Mail.** The Bank (on behalf of the City) shall cause to be forwarded by First Class Mail to the registered Holder of each of the Warrants the principal of which is to be redeemed, in whole or in part, at the address of such registered Holder as such address appears on the registry books of the Bank pertaining to the registration of the Warrants, a notice, dated the date such notice is mailed by the Bank, stating the following: that Warrants (identified by the complete name and date of the Warrants) in certain specified principal amounts (or portions thereof) bearing stated numbers, CUSIP numbers, interest rates and maturity dates, have been called for redemption and will become due and payable at the Redemption Price or Redemption Prices on a specified Redemption Date, and that all interest thereon will cease after the Redemption Date. Such notice shall contain the telephone number of the Bank to which inquiries can be addressed and shall be so mailed not more than sixty (60) nor less than thirty (30) days prior to the Redemption Date, but Holders of any Warrants may waive the requirements of this subsection with respect to the Warrants held by them without affecting the validity of the call for redemption of any other Warrants.

(iii) **Payment of Redemption Price.** The City shall make available at the Bank, on or prior to the Redemption Date, in immediately available funds, the total Redemption Price of the Warrants (or portions thereof) that are to be prepaid and redeemed on the Redemption Date.

The City and the Bank will, to the extent deemed by them to be practicable under the circumstances and to the extent permitted by law, comply with the standards set forth in the Securities and Exchange Commission's Exchange Act Release No. 23856 dated December 3, 1986, regarding redemption notices but their failure to do so shall not invalidate the redemption of any Warrants with respect to which the other requirements of this Section 4 have been satisfied. Upon compliance with the foregoing requirements on its part contained in this subsection, and if the City is not on the Redemption Date in default in the payment of the principal of or the interest or premium, if any, on any of the Warrants, the Warrants (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 Warrants to the contrary notwithstanding, and the Holders thereof shall then and there surrender them for redemption; provided, however, that in the event that less than all of the outstanding principal of any Warrant is to be redeemed, the registered Holder thereof shall surrender the Warrant that is to be redeemed in part to the Bank 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 such Warrant. All future interest on the Warrants (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 Bank shall make provision for payment of the Warrants (or principal portions thereof) so called for redemption at the Redemption Price and on the Redemption Date.

Section 5. General Obligation. The indebtedness evidenced and ordered paid by the Warrants is and shall be a general obligation of the City for payment of the principal of and the interest and premium, if any, on which the full faith and credit of the City are hereby irrevocably pledged.

Section 6. Warrant Fund (a) There is hereby created a special fund to be designated the "City of Cullman Series 2023 Warrant Fund" (the "Warrant Fund") for the purpose of providing for the payment of the principal of and interest and premium, if any, on the Warrants, at the respective maturities of said principal interest and premium, if any, which special fund shall be maintained until the principal of and the interest and premium, if any, on the Warrants have been paid in full. Payments into the Warrant Fund shall be made as follows:

(i) there shall be paid into the Warrant Fund, simultaneously with the issuance of the Warrants and out of the proceeds derived from the sale thereof, that portion of said proceeds, if any, which may be referable to accrued interest on the Warrants;

(ii) on or before the 25th day of each February and August, beginning with the month of February 2024, and thereafter until the principal of and interest on the Warrants shall have been paid in full, the City will pay into the Warrant Fund such amount as, when added to amounts then on deposit in the Warrant Fund, shall equal to (A) the sum of the semiannual installment of interest that will mature on the Warrants on the next succeeding Interest Payment Date with respect thereto, and (B) the sum of the annual installment of principal that will mature on the Warrants on the next succeeding Interest Payment Date with respect thereto.

There shall also be credited on the payments due under this subsection (a) to be made into the Warrant Fund all earnings on investments made pursuant to the provisions of subsection (d) of this Section 6, to the end that all moneys held in the Warrant Fund (exclusive of amounts held therein for the payment of matured but unrepresented Warrants) shall be paid out for purposes for which the Warrant Fund was created within thirteen (13) months from the date such moneys first become available for such purposes. The Bank shall promptly notify the City of the receipt of such earnings and the amount thereof.

All moneys paid into the Warrant Fund shall be used only for payment of the principal of and the interest and premium, if any, on the Warrants upon or after the respective maturities of such principal, interest and premium; provided, that, if at the final maturity of the Warrants, howsoever the same may mature, there shall be in the Warrant Fund moneys in excess of the amount required to retire the Warrants, then any such excess shall thereupon be returned to the City. When the amount of money on deposit in the Warrant Fund equals or exceeds the aggregate of the principal and interest to their respective maturities on the Warrants at the time outstanding, no further payments need be made into the Warrant Fund except to make good the moneys paid therein which may become lost or which may not be immediately available for withdrawal under the provisions of this section. The City shall make the deposits into the Warrant Fund so that all amounts shall be available to the Bank in immediately available funds not later than 10:00 a.m., Birmingham, Alabama time not less than 5 days prior to the March 1 or September 1 with respect to which the payment is made.

(b) **Depository for Warrant Fund.** The City hereby designates the Bank as the depository for the Warrant Fund with respect to payment of principal of and the interest and premium, if any, on the Warrants. With respect to the Warrant Fund, in the event that the Bank should at any time decline to act as such depository, or should resign as such depository, or should cease to be a member of the Federal Deposit Insurance Corporation (or any agency which may succeed to its duties), or should cease to be duly qualified and doing business within the State of Alabama, then the Council shall by Resolution or Ordinance designate a successor to such depository; provided, that any such successor depository shall be and remain a member of the Federal Deposit Insurance Corporation (or of any agency which may succeed to its duties) and shall be and remain duly qualified and doing business in the State of Alabama.

(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 the Warrant Fund shall at all times keep the moneys on deposit with it continuously secured for the benefit of the City and the Holders of the Warrants, 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 such depository so to secure any portion of the moneys on deposit in the Warrant Fund that may be insured by the Federal Deposit Insurance Corporation (or by any agency that may succeed to its duties) or any portion of the said moneys that may be invested pursuant to the provisions of subsection (d) of this Section 6.

(d) **Investment of Moneys in the Warrant Fund.** With respect to the Warrant Fund, so long as the City shall not be in default hereunder it may, at any time and from time to time as it in its sole discretion shall deem advisable, cause to be invested in Eligible Investments any or all of the moneys in the Warrant Fund; provided, that, each such investment shall mature not later than the applicable Interest Payment Date next following the date such investment is made. In the event of any such investment, the securities in which the investment is made shall become a part of the Warrant Fund and shall be held by the depository for the moneys so invested to the same extent as if they were moneys on deposit in the Warrant Fund. The City may likewise at any time and from time to time cause any securities in which any such investment shall be made to be sold or otherwise converted into cash, whereupon the net proceeds derived from any such sale or conversion, after payment of all necessary expenses incident to such sale or conversion, shall become a part of the Warrant Fund. Each depository for the Warrant Fund shall be fully protected in making investments, sales, and conversions of any such securities upon direction given to it by the City.

Section 7. Form of Warrants. The Warrants shall be in substantially the following form:

Unless this Warrant is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City or its agent for registration of transfer, exchange, or payment, and any Warrant issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA

STATE OF ALABAMA

CITY OF CULLMAN

**GENERAL OBLIGATION WARRANT
SERIES 2023**

Interest Rate

Maturity Date

CUSIP Number

Subject to prior payment and other provisions as herein provided

The City Treasurer of the City of Cullman, a municipal corporation under the laws of Alabama (the "City"), is hereby ordered and directed to pay to CEDE & CO., or registered assigns, the principal sum of

_____ **DOLLARS**

on the date specified above with interest thereon from the date hereof until the maturity hereof at the per annum rate of interest specified above (computed on the basis of a 360-day year of twelve consecutive 30-day months), payable on March 1, 2024, and semiannually on each September 1 and March 1 thereafter until the due date hereof.

The principal of and the premium (if any) on this Warrant shall be payable only upon presentation and surrender of this Warrant at the principal corporate trust office of Regions Bank (the "Bank") in the City of Birmingham, Alabama, or its successor under the Ordinance hereinafter referred to. Interest on this Warrant shall be remitted by the Bank to the then registered holder hereof at the address shown on the registry books of the Bank pertaining to the Warrants as of the close of business on the February 15 or August 15, as the case may be, next preceding each March 1 or September 1. The Ordinance hereinafter referred to provides that all payments by the City or the Bank to the person in whose name a Warrant is registered shall to the extent thereof fully discharge and satisfy all liability for the same. Payment of such interest shall be deemed to have been timely made if such check or draft is mailed by the Bank on the due date of such interest. Any transferee of this Warrant takes it subject to all payments of principal and interest in fact made with respect hereto.

This Warrant is one of a duly authorized issue of Warrants designated General Obligation Warrants, Series 2023, and aggregating \$13,845,000 in principal amount (the "Warrants"). The Warrants are issued pursuant to the applicable provisions of the constitution and laws of the State of Alabama, including, without limitation, Amendment 772 to the Constitution of Alabama of 1901, as amended, recodified as Section 94.01 of the Official Recompilation of the Constitution of Alabama of 1901 ("Amendment 772"), Section 11-89A-1, *et seq.*, of the Code of Alabama 1975, as amended (the "Alabama Code"), Sections 11-47-2 and 11-81-4 of the

Alabama Code, and an ordinance (the "Ordinance") of the City duly adopted by the governing body of the City on September 11, 2023. This Warrant has been issued pursuant to Amendment 772 and to provide funds to be used in furtherance of the powers and authority authorized in Amendment 772.

Those of the Warrants having a stated maturity on September 1, 2034, and thereafter, shall be subject to redemption and payment, at the option of the City, on any date on or after September 1, 2033, in whole or in part (and if in part, in multiples of \$5,000 in such maturities as the City in its sole discretion shall designate, and if less than all the Warrants having the same maturity are to be redeemed, those to be redeemed shall be selected pro rata by the Bank), at and for a redemption price for each Warrant (or portion thereof) redeemed equal to the face or par amount thereof plus accrued interest to the redemption date.

Those of the Warrants having stated maturities in 2039, 2041, 2043, 2048 and 2053 are subject to scheduled mandatory redemption at and for a redemption price, with respect to each Warrant (or portion thereof) redeemed, equal to the principal amount thereof plus accrued interest to the date fixed for redemption, but only to the extent required by the Ordinance.

The Ordinance requires that written notice of the call for redemption of this Warrant (or portion of the principal thereof) be forwarded by First Class Mail to the registered owner hereof, not less than thirty (30) nor more than sixty (60) 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 Bank in exchange for a new Warrant of like tenor herewith except in a principal amount equal to the unredeemed portion of this Warrant. Upon the giving of notice of redemption in accordance with the provisions of the Ordinance, the Warrants (or principal portions thereof) so called for redemption shall become due and payable on the date specified in such notice, anything herein or in the Ordinance to the contrary notwithstanding, and the holders thereof shall then and there surrender them for redemption, and all future interest on the Warrants (or principal portions thereof) so called for redemption shall cease to accrue after the date specified in such notice, whether or not the Warrants are so presented.

By the execution of this Warrant, the City acknowledges that it is indebted to the payee hereof in the principal amount hereof in accordance with the terms thereof. The indebtedness evidenced and ordered paid by this Warrant is a general obligation of the City for the payment of the principal of and the interest and premium, if any, on which the full faith and credit of the City have been pledged.

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 City, 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.

The Warrants are issuable only as fully registered Warrants in the denomination of \$5,000 or any integral multiple thereof. Provision is made in the Ordinance for the exchange of Warrants for a like aggregate principal amount of Warrants of the same maturity and in authorized denomination, all upon the terms and subject to the conditions set forth in the Ordinance.

This Warrant is transferable by the registered holder hereof, in person or by authorized attorney, only on the books of the Bank (the registrar and transfer agent of the City) and only upon surrender of this Warrant to the Bank 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 Ordinance. Each holder, by receiving or accepting this Warrant, shall consent and agree and shall be estopped to deny that, insofar as the City and the Bank are concerned, this Warrant may be transferred only in accordance with the provisions of the Ordinance.

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

IN WITNESS WHEREOF, the City has caused this Warrant to be executed with the signature of its Mayor, has caused its corporate seal to be hereunto imprinted, has caused this Warrant to be attested by the signature of its City Clerk, and has caused this Warrant to be dated September 19, 2023.

CITY OF CULLMAN

By: /s/ Woody Jacobs
Mayor

[SEAL]

Attest:

/s/ Wesley Moore
City Clerk

(Form of Registration Certificate)

Date of Registration: September 19, 2023.

This Warrant was registered in the name of the above-registered owner on the date hereinabove set forth.

REGIONS BANK

By: _____
Its Authorized Officer

Form of Assignment

For value received _____ hereby sell(s), assign(s) and transfer(s) unto _____ the within Warrant and hereby irrevocably constitute(s) and appoint(s) _____, attorney, with full power of substitution in the premises, to transfer this Warrant on the books of the within-mentioned Bank.

Dated this ____ day of _____, _____.

NOTE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Warrant in every particular, without alteration, enlargement or change whatsoever.

Signature guaranteed:

(Bank, Trust Company or Firm)*

By _____
(Authorized Officer)

Its Medallion Number: _____

* Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

Section 8. Execution of Warrants by the City. The Warrants shall be executed on behalf of the City by the Mayor and attested by the City Clerk, and the seal of the City shall be impressed on each of the Warrants. Signatures on the Warrants by persons who are officers of the City at the times such signatures were written or printed shall continue to be effective although such persons cease to be such officers prior to the delivery of the Warrants, whether initially issued or exchanged for Warrants of different denominations from those initially issued.

Section 9. Registration Certificate on Warrants. A Registration Certificate by the Bank, in substantially the form hereinabove recited, duly executed by the manual signature of an authorized officer of the Bank, shall be endorsed on the Warrants and shall be essential to its validity.

Section 10. Registration and Transfer of Warrants. All Warrants shall be registered as to both principal and interest, and shall be transferable only on the registry books of the Bank. The Bank shall be the registrar and transfer agent of the City and shall keep at its office proper registry and transfer books in which it will note the registration and transfer of such Warrants as are presented for those purposes, all in the manner and to the extent hereinafter specified.

No transfer of a Warrant shall be valid hereunder except upon presentation and surrender of such Warrant at the office of the Bank 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 Bank, whereupon the City shall execute, and the Bank 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 a Warrant is registered on the books of the Bank 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 any of the Warrants, by receiving or accepting such Warrant, shall consent and agree and shall be estopped to deny that, insofar as the City and the Bank are concerned, the Warrants may be transferred only in accordance with the provisions of this Ordinance.

Each transferee of a Warrant takes it subject to all payments of principal and interest in fact made with respect thereto.

Section 11. Exchange of Warrants. Upon the request of the Holder of one or more Warrants, the City shall execute, and the Bank shall register and deliver, upon surrender to the Bank of such Warrant or Warrants in exchange thereof, a Warrant or Warrants in different Authorized Denominations of the same maturity and interest rate and together aggregating the same principal amount as the then unpaid principal of the Warrant or Warrants so surrendered, all as may be requested by the person surrendering such Warrant or Warrants. All Warrants surrendered for exchange pursuant to the provisions of this Section 11 shall be accompanied by a 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 Bank.

Section 12. Expenses of Registration, Transfer and Exchange. Any registration, transfer or exchange of any of the Warrants shall be made without charge to the Holders thereof, except that (a) the Holder requesting any such registration, transfer or exchange shall pay all taxes and other governmental charges required to be paid in connection with such registration, transfer or exchange, and (b) the Holder shall pay any expenses incurred in connection with the replacement of a mutilated, lost, stolen or destroyed Warrant in accordance with Section 17 hereof.

Section 13. Time Limits on Registration, Transfer or Exchange. If any Warrant is called for redemption in whole or in part, the Bank shall not be required to register, transfer or exchange such Warrant during the period of forty-five (45) days next preceding the Redemption Date.

Section 14. Accrual of Interest on Warrants. All Warrants issued prior to September 19, 2023, in exchange for Warrants initially delivered, shall bear interest from September 19, 2023, and all Warrants issued on or after September 19, 2023, shall bear interest from the March 1 or September 1, as the case may be, next preceding the date of its registration and delivery unless (a) such date of registration and delivery is a March 1 or September 1, in which event such Warrant shall bear interest from the date of its registration and delivery, or (b) at the time of such registration and delivery the City is in default in the payment of interest on the Warrant in lieu of which such new Warrant is issued, in which event such new Warrant shall bear interest from the last Interest Payment Date to which interest has previously been paid or made available for payment on the Warrant in lieu of which such new Warrant is issued. The preceding provision shall be construed to the end that the issuance of a Warrant shall not affect any gain or loss in interest to the Holder thereof.

Section 15. Persons to Whom Payment of Interest on Warrants Is to Be Made. (i) Interest on the Warrants shall, except as provided in paragraph (ii) of this Section 15, be payable in lawful money of the United States of America by check or draft mailed by the Bank to the Holders of the Warrants at the addresses shown on the registry books of the Bank pertaining to the Warrants as of the close of business on the Record Date next preceding the Interest Payment Date.

(ii) Any provision hereof to the contrary notwithstanding, Overdue Interest shall not be payable to any Holder of Warrants solely by reason of such Holder having been the Holder on the Record Date next preceding the Interest Payment Date on which such interest became due and payable, but shall be payable by the Bank as follows:

- (A) Not less than ten (10) days following receipt by the Bank of immediately available funds in an amount sufficient to enable the Bank to pay all Overdue Interest on the Warrants, the Bank shall fix an Overdue Interest Payment Date for payment of such Overdue Interest respecting the Warrants.
- (B) Such Overdue Interest Payment Date fixed by the Bank shall be a date not more than twenty (20) days following the expiration of the period described in the foregoing subparagraph (A).

- (C) Overdue Interest on the Warrants shall be paid by check or draft mailed by the Bank to the persons in whose names the Warrants were registered in the registry books of the Bank pertaining to the Warrants on the Overdue Interest Payment Date.

(iii) Payment of Overdue Interest on the Warrants in the manner herein prescribed to the persons in whose names the Warrants were registered on the Overdue Interest Payment Date shall fully discharge and satisfy all liability for the same.

Section 16. Persons Deemed Owners of Warrants. The City and the Bank may deem and treat the person in whose name a 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 a Warrant is so registered, shall to the extent thereof fully discharge and satisfy all liability for the same.

Section 17. Replacement of Mutilated, Lost, Stolen or Destroyed Warrants. In the event any Warrant is mutilated, lost, stolen or destroyed, the City may execute and the Bank shall thereupon register 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 City and the Bank, and (b) in the case of any such lost, stolen or destroyed Warrant, there is first furnished to the City and the Bank evidence of such loss, theft or destruction satisfactory to each of them, together with indemnity satisfactory to each of them. The City may charge the Holder with the expense of issuing any such new Warrant.

In lieu of issuing a new Warrant to replace any mutilated, lost, stolen or destroyed Warrant which shall have already matured or been called for redemption, the Bank may pay such Warrant at or after the maturity or Redemption Date applicable thereto if the Holder of such Warrant satisfies the same terms and conditions as those provided in the preceding provisions of this Section 17 for the replacement of such Warrant. Any mutilated Warrant surrendered to the Bank pursuant to the terms of this Section 17 shall be destroyed by the Bank after a Warrant in replacement thereof has been issued.

Section 18. Retention of Moneys for Payment of Warrants. The amounts held by the Bank for the payment of the principal of and interest on any Warrants due on any date shall, pending such payment, be held in trust by the Bank for the benefit of the holders of the Warrants entitled thereto, and for the purposes of this Ordinance the principal of and interest on such Warrants shall no longer be considered to be unpaid. If any Warrant shall not be presented for payment within a period of one (1) year following the date when such Warrant becomes due, whether by maturity, redemption or otherwise, or if the check or draft providing for any payment of interest on any Warrant shall not have been negotiated within such period, the Bank shall return to the City any moneys theretofore held by it for payment of such Warrant or such interest.

Section 19. Cancellation of Warrants. The Bank shall forthwith cancel all Warrants which have been paid by it, whether by maturity, redemption or otherwise, and shall destroy such Warrants and if requested by the City deliver a certificate to that effect to the City.

Section 20. (a) Appointment of Bank and Acceptance or Duties. The Bank is hereby designated and appointed and shall act as registrar, transfer agent and paying agent with respect to the Warrants. The Bank shall signify its acceptance of the duties of the Bank under this Ordinance by filing with the City a written acceptance thereof not later than the date of the issuance of the Warrants. In such acceptance the Bank shall accept and agree to perform the duties required by this Ordinance, either expressly or by reasonable implication, subject, however, to the following conditions:

- (i) The Bank shall undertake to perform such duties and only such duties as are specifically set forth in this Ordinance, and no implied covenants or obligations shall be read into this Ordinance against the Bank.
- (ii) The Bank need not recognize a Holder of a Warrant as such without the satisfactory establishment of title to such Warrant as shown on the registry books of the Bank.
- (iii) The Bank may be a Holder or a pledgee of any of the Warrants as if not Bank hereunder.
- (iv) The Bank shall not be liable for the proper application of any moneys other than those that may be paid to or deposited with it.
- (v) The Bank shall not be liable to pay or allow interest on any moneys to be held by it under this Ordinance or otherwise to invest any such moneys, except as specifically required by this Ordinance or as may be required by law or other written agreement between the City and the Bank.
- (vi) The Bank may make any investments permitted or required hereby through its own investment department, and any Eligible Investments issued or held by it hereunder shall be deemed investments and not deposits.
- (vii) The Bank shall, upon reasonable request, inform the City of the amount at the time on deposit in any of the special funds or accounts created hereunder.

(b) **Bank to Maintain Registration Books.** The Bank will keep on file at its principal corporate trust office registration books listing the names and addresses of the holders of the Warrants and proper records of account relating to the receipt, disbursement, investment, allocation and application of moneys under this Ordinance.

(c) **Resignation by Bank.** The Bank and any successor Bank may resign and be discharged from the duties under this Ordinance by causing written notice specifying the effective date, postage prepaid, to the City and to every Holder of a Warrant. Unless the effective date of the Bank's resignation shall coincide with the appointment of a successor Bank by the Holders of the Warrants as herein provided, such date shall be at least thirty (30) days after the date on which notice to the City and the Holders of the Warrants shall have been mailed.

(d) **Removal of Bank.** The Bank may be removed at any time by an instrument or concurrent instruments in writing delivered to the Bank and to the City and signed by the Holders of a majority in aggregate principal amount of the Warrants then outstanding.

(e) **Appointment of Successor Bank; Interim Bank.** In case the Bank shall resign, be removed, be dissolved, be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers or of a receiver appointed by a court, a successor may be appointed by the Holders of a majority in aggregate principal amount of Warrants then outstanding through an instrument or concurrent instruments in writing signed by such Holders. In case of any such resignation or event which causes the Bank to be incapable of acting, the City, by an instrument signed by the Mayor, shall appoint an interim Bank to serve until a successor Bank shall be appointed by the Holders of a majority in aggregate principal amount of the Warrants as provided above. Whenever necessary to avoid or fill a vacancy in the office of Bank, the City will appoint an interim Bank in order that there shall at all times be a Bank hereunder. Any interim Bank so appointed by the City shall immediately and without further act be superseded by the Bank appointed by the holders of the Warrants.

The City shall cause notice of the appointment of an interim Bank, in the event that such an appointment is made, to be forwarded by United States Registered or Certified mail, postage prepaid, to every Holder of a Warrant. When the appointment of a successor Bank, as selected by the Holders of a majority in principal amount of the Warrants then outstanding, becomes effective, the City shall also cause notice of that fact to be given in the manner provided above for the notice required to be given upon the appointment of an interim Bank. Every interim or successor Bank appointed pursuant to this Section 20 shall be a trust company or bank which is qualified to perform all duties of the Bank under this Ordinance and which has, at the time of its acceptance of such appointment, capital, surplus and undivided profits of not less than \$25,000,000, if there be such an institution willing, qualified and able to accept appointment as Bank upon reasonable or customary terms.

(f) **Concerning any Successor Bank.** Every successor Bank shall execute, acknowledge and deliver to its predecessor and also to the City an instrument in writing accepting its appointment as Bank hereunder, and thereupon such successor Bank, without any further act, deed or conveyance, shall become fully vested with all the rights, powers and duties of its predecessor. Such predecessor shall, nevertheless, on the written request of the City or such successor Bank, execute and deliver an instrument transferring to such successor Bank all rights, powers and interests of such predecessor hereunder; and every predecessor Bank shall deliver all securities and moneys held by it as Bank hereunder to its successor.

(g) **Merger or Consolidation of Bank.** Any corporation into which the Bank may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Bank shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Bank, shall be the successor of the Bank hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case the registration certificates with respect to any Warrants shall have been executed by the Bank then in office, any successor by merger or consolidation to such Bank may adopt the registration of such Warrants and deliver such Warrants with the same effect as if such successor Bank had itself registered such Warrants.

(h) **Compensation of Bank.** Subject to the provisions of any separate agreement with the Bank, the City shall pay to the Bank from time to time reasonable compensation for all services rendered by it under this Ordinance, including its services as registrar and paying agent for the Warrants, and also all its reasonable expenses, charges, counsel fees and other disbursements and those of its attorneys, agents and employees, incurred in and about the performance of its duties hereunder.

Section 21. Sale of Warrants. The Warrants are hereby sold to The Frazer Lanier Company Incorporated ("Frazer Lanier") pursuant to the terms of that certain Purchase Contract dated September 7, 2023 (the "Purchase Contract"), a copy of which is attached as Exhibit I to the minutes of the meeting at which this Ordinance is adopted and is hereby ratified in all respects as if set out in full in this Ordinance, at and for a purchase price equal to \$13,894,319.10 (which price reflects the initial par amount of the Warrants, plus net original issue premium of \$132,389.10, and less an underwriting discount of \$83,070.00). The Purchase Agreement is hereby approved, and the actions of the Mayor in causing the Purchase Contract to be signed and delivered, on behalf of the City, are hereby approved, ratified and affirmed.

Section 22. Approval of Preliminary Official Statement; Authorization of Official Statement. The actions of the Underwriter in circulating a Preliminary Official Statement dated August 31, 2023 (the "Preliminary Official Statement") with

respect to the Warrants (a copy of which is attached as Exhibit II to the minutes of the meeting at which this Ordinance is adopted and which is hereby adopted in all respects as if set out in full in this Ordinance) are hereby ratified and affirmed. The actions of the City in causing the Preliminary Official Statement to be "deemed final" as of its dated date for purposes of Rule 15c2-12 promulgated by the Securities Exchange Commission are hereby ratified and affirmed. The Mayor is hereby authorized and directed to execute and deliver, on behalf of the City, an Official Statement with respect to the Warrants in substantially the form attached as Exhibit III to the minutes of the meeting at which this Ordinance is adopted, and which form is hereby adopted in all respects as if set out in full in this Ordinance (the "Official Statement"). The City does hereby declare that the Official Statement so executed by the Mayor shall be the Official Statement of the City with respect to the Warrants. The Mayor is hereby authorized and directed to cause the said final Official Statement to be delivered to the purchasers of the Warrants.

Section 23. Authorization of Continuing Disclosure Agreement. The Mayor is hereby authorized and directed to execute and deliver, on behalf of the City, a Continuing Disclosure Agreement dated the date of the Warrants, for the benefit of the beneficial owners of the Warrants (a copy of which is attached as Exhibit IV to the minutes of the meeting at which this Ordinance is adopted and which is hereby adopted in all respects as if set out in full in this Ordinance) and the City Clerk is hereby authorized and directed to attest the said Continuing Disclosure Agreement.

Section 24. Authorization of Related Documents and Actions. (a) The Mayor and the City Clerk are each hereby authorized and directed to execute such certificates, agreements, instruments, and other documents, and to take such actions by and on behalf of the City, as may be necessary to consummate the sale and issuance of the Warrants and to carry out fully the transactions contemplated by this Ordinance and the agreements herein approved including, without limiting the generality of the foregoing, executing and delivering a Tax Compliance Agreement and Certificate dated the date of the Warrants establishing facts and circumstances necessary to support the conclusion that the Warrants are not "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder (the "Code").

Section 25. Use of Proceeds from Sale of Warrants; Landfill Project Account. (a) The proceeds from the sale of the Warrants of \$13,977,389.10, less the sum of \$83,070.00 representing the Underwriter's discount referable to the Warrants to be retained by the Underwriter, shall be paid to the Bank to be applied as follows:

(i) the sum of \$13,775,000.00 shall be deposited into the Landfill Project Account hereinafter defined and used for payment of the Landfill Project; and

(iii) the balance (\$119,319.10) shall be retained by the Bank, and deposited into a special fund or account at the Bank in the name of the City, which such account is herein authorized to be established by the Bank for the purposes herein provided (the "Issuance Expense Fund"), shall be used for payment of the costs of issuing the Warrants. Any remaining portion of said balance remaining after the payment of all such issuance expenses shall be remitted to the City pursuant to written instructions from the Mayor or the City Clerk of the City.

(b) The City hereby authorizes the creation and establishment of a special account, in the name and behalf of the City (the "Landfill Project Account"), for the purpose of holding proceeds from the Warrants to be used for payment of the costs of the Landfill Project. The initial depository for the Landfill Project Account shall be Premier Bank of the South. The City may from time to time change the depository for the Landfill Project Account. The Mayor, and the City Clerk and any City officer designated by the Mayor or the City Clerk are hereby authorized and directed to execute such instruments with Premier Bank of the South as may be necessary on behalf of the City for the creation of the Landfill Project Account, and with any financial institution that may serve as a successor depository for the Landfill Project Account.

Section 26. Denominations of Warrants as Initially Issued. The Warrants of each maturity shall be initially issued in Authorized Denominations as requested by the Underwriter and registered in the names of the persons, firms or corporations specified by the Underwriter. If, for any reason, the City is unable to prepare or cause to be prepared Warrants in the Authorized Denominations requested by the Underwriter and registered in the names specified by the Underwriter, the City may deliver one Warrant for each maturity in the principal amount of such maturity, each registered in a name designated by the Underwriter.

Section 27. Provisions for Payment at Par. Each bank at which the Warrants 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 Warrants that it will make, out of the funds supplied to it for that purpose, all remittances of principal, interest and premium, if any, on the Warrants in bankable funds at par without any deduction for exchange or other costs, fees or expenses. The City agrees with the Holders of the Warrants that it will pay all charges for fees and expenses which may be made by such bank in the making of remittances in bankable funds of the principal of and interest on any of the Warrants.

Section 28. Concerning the Code. The City recognizes that the Code imposes certain conditions to the exemption from federal income taxation of the interest income on the Warrants. Accordingly, the City agrees that it will continuously

comply with all requirements imposed by the Code as a condition to the exemption from federal income taxation of the interest income on the Warrants. Without limiting the generality of the foregoing:

- (i) the City will not permit the gross proceeds of the Warrants to be invested or reinvested in a manner that would cause the Warrants to be considered "arbitrage bonds" within the meaning of Section 148 of the Code, and the City will make timely rebate payments to the United States of America as required by Section 148(f) of the Code; and
- (ii) the City will not apply the proceeds of the Warrants in such a manner that would cause any of the Warrants to be "private activity bonds" within the meaning of the Code.

Section 29. Registration of Warrants in the Book-Entry Only System. The provisions of this Section 29 shall apply with respect to any Warrant registered to CEDE & CO. or any other nominee of DTC while the Book-Entry Only System is in effect and shall, during the period of their application, supersede any contrary provisions of this Ordinance.

The Warrants shall be issued as one fully registered warrant for each maturity in the total principal amount of such maturity. On the date of the initial authentication and delivery of the Warrants, the Warrants shall be registered in the name of CEDE & CO., as nominee of DTC as the Owner of all the Warrants. With respect to Warrants registered in the name of CEDE & CO., as nominee of DTC, the City and the Bank shall have no responsibility or obligation to any Participant (which means securities brokers and dealers, banks, trust companies, clearing corporations and various other entities, some of whom, or their representatives, own DTC) or to any Beneficial Owner (which means, when used with reference to the Book-Entry Only System, the person who is considered the beneficial owner thereof pursuant to the arrangements for book entry determination of ownership applicable to DTC) with respect to the following: (i) the accuracy of the records of DTC, CEDE & CO. or any participant with respect to any ownership interest in the Warrants, (ii) the delivery to any Participant, any Beneficial Owner or any other person, other than DTC, of any notice with respect to the Warrants, including any notice of redemption, or (iii) the payment to any Participant, or any Beneficial Owner or any other person, other than DTC, of any amount with respect to the principal or purchase price of or premium, if any, or interest on the Warrants. The Bank shall pay all principal of and premium, if any, or interest on the Warrants only to or upon the order of DTC, and all such payments shall be valid and effective fully to satisfy and discharge the City's obligations with respect to the principal of and premium, if any, and interest on such Warrants to the extent of the sum so paid. No person other than DTC shall receive a Warrant. Upon delivery by DTC to the Bank of written notice to the effect that DTC has determined to substitute a new nominee in place of CEDE & CO., the words "CEDE & CO." in this Section 29 shall refer to such new nominee of DTC.

Upon receipt by the Bank of written notice from DTC to the effect that DTC is unable or unwilling to discharge its responsibilities hereunder, the Bank shall issue, transfer and exchange Warrants as requested by DTC in Authorized Denominations, and whenever DTC requests the Bank to do so, the Bank will cooperate with DTC in taking appropriate action after reasonable notice to arrange for a substitute bond depository willing and able upon reasonable and customary terms to maintain custody of the Warrants registered in whatever name or names the Owners transferring or exchanging such Warrants shall designate, in accordance with this Section 29.

In the event the City determines that it is in the best interests of the Beneficial Owners that they be able to obtain Warrants registered in the name of an Owner other than DTC, the City may so notify DTC and the Bank, whereupon DTC will notify the Participants, of the availability through DTC of such Warrants. In such event, upon the return by DTC of all Warrants held by DTC in the name of Cede & Co., the Bank shall issue, transfer and exchange Warrants in Authorized Denominations as requested by DTC, and whenever DTC requests the City and the Bank to do so, the Bank and the City will cooperate with DTC in taking appropriate action after reasonable notice to make available Warrants registered in whatever name or names the Beneficial Owners transferring or exchanging Warrants shall designate, in accordance with this Section 29.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Warrant is registered in the name of CEDE & CO., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on such Warrant and all notices with respect to such Warrant shall be made and given, respectively, to DTC as provided in their Letter of Representations.

In the event that the Book-Entry Only System pursuant to this Section 29 is discontinued, the Beneficial Owners shall be registered on the Registry Books as the Owners of the Warrants. Subsequent to the discontinuation of the Book-Entry Only System, Warrants may be registered, transferred and exchanged in accordance with the provisions of this Ordinance (other than this Section 29).

Section 30. 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 31. Creation of Contract. The provisions of this Ordinance shall constitute a contract between the City and each Holder of the Warrants.

ADOPTED by the City Council of the City this 11th day of September, 2023.

/s/ Jenny Folsom
President of the Council

ATTEST:

/s/ Wesley Moore
City Clerk

APPROVED by the Mayor of the City this 11th day of September, 2023.

/s/ Woody Jacobs
Mayor

Council Member Moss seconded the motion to approve the Ordinance, and the motion was approved by a roll call vote. Mr. Wesley Moore polled the Council Members: Council President Pro Tem Cook: Aye. Council President Folsom: Aye. Council Member Moss: Aye. Council Member Smith: Aye. Council Member Hollingsworth: Aye.

BOARD APPOINTMENTS - None.

Council President Folsom asked for a motion to adjourn. Council Member Smith made the motion to adjourn. Council Member Hollingsworth seconded the motion, and the meeting was adjourned at 7:41 p.m. by a voice vote. Ayes: All. Nays: None.