

ORDINANCE

To Authorize the Issuance of one \$7,658,481.91 General Obligation Refunding Warrant,
Series 2024
Dated June 25, 2024

BE IT ORDAINED by the City Council (herein called the "Council") of the **CITY OF ALEXANDER CITY** (herein called the "City") as follows:

Section 1. Findings. The Council has found and ascertained and does hereby declare as follows:

(a) The City heretofore obtained a loan from Valley National Bank, a national banking association (herein called the "Lender") to pay the costs of a new city hall and public municipal complex, and as evidence of said loan and the obligation of the City to repay the same the City issued its up to \$9,111,000 maximum principal amount General Obligation Warrant, Series 2019, dated April 22, 2019 (herein called the "2019 Warrant") to the Lender; and

(b) Under the 2019 Warrant the City has the right to redeem and prepay at any time, without penalty or premium, all or any portion of the 2019 Warrant at and for a redemption price equal to the principal amount of the 2019 Warrant plus interest thereon to the date set for redemption; and

(c) the City has determined it to be necessary, wise and in the public interest to refinance the 2019 Warrant through the issuance of its \$7,658,481.91 General Obligation Refunding Warrant, Series 2024 (herein called the "Warrant"), in order to refinance the 2019 Warrant; and

(d) the City has determined to refinance the 2019 Warrant by issuing and selling the Warrant to the Lender in exchange for the 2019 Warrant.

Section 2. (a) Pursuant to the applicable provisions of the Constitution of Alabama of 1901, as amended, and the Code of Alabama 1975, as amended, including without limitation, Section 11-47-2 and Section 11-81-4 thereof, and for the purpose of refinancing the 2019 Warrant, the City is hereby authorized to issue and deliver to Valley National Bank, a national banking association (herein called the "Lender"), in exchange for the 2019 Warrant, the City's \$7,658,481.91 General Obligation Refunding Warrant, Series 2024 (herein called the "Warrant"). The Warrant shall be dated June 25, 2024, shall be issued as a single fully registered warrant, shall be payable to the Lender, and shall bear interest at the rate of 2.71% per annum, computed on the basis of a 360-day year of twelve (12) consecutive thirty (30) day months. The principal of and interest on the Warrant shall be payable on July 1, 2024, and on the first day of each month thereafter through and including July 1, 2029 (each such date, a "Payment Date"), all in accordance with the amortization schedule attached as Exhibit A to the form of the Warrant herein contained. Matured but unpaid installments of principal of the Warrant shall bear interest after maturity, until paid, at the rate of interest born on the Warrant. In the event a Payment Date is not a Business Day, the interest and principal due on such Payment Date (whether due upon scheduled maturity or by optional redemption) shall be payable on the then next succeeding Business Day. As used herein, "Business Day" means each day other than a Saturday, a Sunday, or any holiday on which the Lender's offices in the City of Birmingham, Alabama are closed for business with the public. The City understands and acknowledges that the rate of interest charged on the Warrant is not necessarily the lowest rate charged by the Lender on its loans or other extensions of credit.

(b) Upon the occurrence of a Determination of Taxability, the interest rate on the Warrant shall be changed to the Taxable Rate effective as of the last Payment Date prior to such occurrence. In addition, if as a consequence of the occurrence of such a Determination of Taxability it shall be necessary for the holder of the Warrant to include any interest previously related to such Warrant in its gross income for federal income tax purposes, the City shall be required to pay on the first Payment Date following the occurrence of such Determination of Taxability such additional interest for the period during which such interest shall have been

deemed subject to inclusion in the gross income of the said holder for federal income tax purposes in an amount equal to the difference between the interest which would have been paid at the Taxable Rate and the total amount of interest actually paid related to such Warrant for such period.

(c) As used herein, "Determination of Taxability" shall mean a determination that interest on the Warrant is includable for federal income tax purposes in the gross income (as defined in Section 61 of the Internal Revenue Code of 1986, as amended, or any successor provision thereto) of the registered owner or any former registered owner of the upon the first to occur of the following, but if and only if such occurrence is the result of an action or failure to act on the part of the City:

(i) the date on which the City is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that, based upon any filings of the City, or upon any review or audit of the City, the interest on the Warrant is includable in the gross income of each registered owner or former registered owner thereof;

(ii) the date on which the City receives notice from the registered owner or any former registered owner of the Warrant in writing that the registered owner or former registered owner of the Warrant has received from the Internal Revenue Service a statutory notice of deficiency or similar notice which asserts in effect that the interest on Warrant is includable in the gross income of the registered owner or former registered owner of the Warrant;

(iii) the date on which the City is advised in writing by the Commissioner or any District Director of the Internal Revenue Service or otherwise receives notice that there has been issued a public or private ruling of the Internal Revenue Service or a technical advice memorandum issued by the national office of the Internal Revenue Service that the interest on the Warrant is includable for federal income tax purposes in the gross income of the registered owner or former registered owner of the Warrant; or

(iv) the date on which the City is advised in writing that a final determination, from which no further right of appeal exists, has been made by a court of competent jurisdiction in the United States of America that the interest on the Warrant is includable in the gross income of the registered owner or former registered owner of the Warrant;

provided, however, (1) interest on the Warrant shall not be deemed includable for federal income tax purposes in the gross income of a registered owner or former registered owner of the Warrant because interest is includable in the calculation of income for purposes of an alternative minimum tax or any other type of taxation other than regular federal tax imposed on income, and (2) no Determination of Taxability shall occur under subparagraph (i), (ii) or (iii) of this definition unless the City has been afforded the opportunity, at the expense of the City, to contest any such conclusion and/or assessment. The City shall be deemed to have been afforded the opportunity to contest if it shall have been permitted to commence and maintain any action in the name of the registered owner or any former registered owner of the Warrant to judgment and through any appeals therefrom or other proceedings related thereto.

Section 3. Optional Redemption Privilege. The City reserves and shall have the privilege of redeeming and paying, on any date, the principal of the Warrant at any time and from time to time, in whole or in part (but if in part, in multiples of \$5,000), without penalty or premium, upon not less than ten (10) days' prior written notice to the Lender, at and for a price equal to the principal amount of the Warrant to be redeemed plus accrued interest thereon to the date set for redemption and payment.

Section 4. Execution of the Warrant; Registration. (a) The Warrant shall be executed and the corporate seal of the City shall be affixed thereto by the Mayor, and the City Clerk shall attest the same by affixing her signature thereto. The Warrant shall be registered in the records maintained by the City Treasurer as a claim against the City. Said officers are hereby authorized and directed so to execute and attest the Warrant, affix said seal thereto and make such registration.

(b) A registration certificate by the City, in substantially the form set forth in Section 6 hereof, duly executed by the manual signature of the City Treasurer, shall be endorsed on the Warrant and shall be essential to its validity.

(c) The Warrant shall be registered as to both principal and interest in the name of the Lender and shall not be transferable except to an "accredited investor" as defined in the Securities and Exchange Act of 1933 and the rules and regulations promulgated thereunder, or to a "qualified institutional buyer" under the Securities and Exchange Act of 1933, and only upon compliance with applicable State of Alabama and federal securities laws.

Section 5. General Obligation; Warrant Fund. (a) The indebtedness evidenced and ordered paid by the Warrant is and shall be a general obligation of the City for payment of the principal of and the interest on which the full faith and credit of the City are hereby irrevocably pledged.

(b) There is hereby created a special fund to be designated the "City of Alexander City 2024 Warrant Fund" (herein called the "Warrant Fund") for the purpose of providing for payment of the principal of and interest on the Warrant, at the respective maturities of said principal and interest, which special fund shall be maintained until the principal of and interest on the Warrant has been paid in full. On or before July 1, 2024, and on or before the first day of each month thereafter until the principal of and interest on the Warrant shall have been paid in full, the City will pay into the Warrant Fund an amount equal to the sum of the principal and interest that will mature on the Warrant on such date.

(c) All moneys paid into the Warrant Fund shall be used only for payment of the principal of and the interest on the Warrant upon or after the respective maturities of such principal and interest; provided, that if at the final maturity of the Warrant, however the same may arise, there shall be in the Warrant Fund moneys in excess of what shall be required to pay in full the principal of and the interest on the Warrant, then any such excess may be used by the City for any lawful purpose.

Section 6. Form of Warrant. The Warrant shall be in substantially the following form, with such changes therein as shall be necessary to comply with the provisions of this Ordinance:

(Form of Warrant)

THIS WARRANT MAY BE TRANSFERRED ONLY TO AN "ACCREDITED INVESTOR" AS DEFINED IN THE SECURITIES AND EXCHANGE ACT OF 1933 (THE "SECURITIES ACT") AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER, OR TO A "QUALIFIED INSTITUTIONAL BUYER", AS DEFINED IN THE SECURITIES ACT AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER, AND ONLY UPON COMPLIANCE WITH APPLICABLE STATE AND FEDERAL SECURITIES LAWS AND WITH THE ORDINANCE REFERRED TO HEREIN.

**UNITED STATES OF AMERICA
STATE OF ALABAMA**

CITY OF ALEXANDER CITY

**GENERAL OBLIGATION REFUNDING WARRANT
SERIES 2024**

The City Treasurer of the **CITY OF ALEXANDER CITY** (herein called the "City"), a municipal corporation under the laws of the State of Alabama, is hereby ordered to pay to **VALLEY NATIONAL BANK**, a national banking association (herein called the "Lender"), or its permitted assigns, the principal sum of

**SEVEN MILLION SIX HUNDRED FIFTY EIGHT THOUSAND
FOUR HUNDRED EIGHTY-ONE AND 91/100 DOLLARS**

with interest thereon from the date hereof until the maturity hereof as is hereinafter specified at the rate of 2.71% per annum computed on the basis of a 360-day year of twelve (12) consecutive thirty (30) day months. The principal hereof and interest hereon shall be payable on July 1, 2024, and on the first day of each calendar month thereafter through and including July 1, 2029 (each such date, herein called a "Payment Date"), all in accordance with the amortization schedule attached hereto as Appendix A. Matured but unpaid installments of principal of this warrant shall bear interest, until paid, at the rate of interest born on this Warrant. In the event a Payment Date is not a Business Day, the interest and principal (whether due upon scheduled maturity or by optional redemption) due on such Payment Date shall be payable on the then next succeeding Business Day. As used herein, "Business Day" means each day other than a Saturday, a Sunday, or any holiday on which Lender's offices in the City of Birmingham, Alabama, are closed for business with the public. The City understands and acknowledges that the rate of interest charged on this warrant is not necessarily the lowest rate charged by the Lender on its loans or other extensions of credit.

Upon the occurrence of a Determination of Taxability, the interest rate on this Warrant shall be changed to the Taxable Rate effective as of the last Payment Date prior to such occurrence. In addition, if as a consequence of the occurrence of such a Determination of Taxability it shall be necessary for the holder of this Warrant to include any interest previously related to this Warrant in its gross income for federal income tax purposes, then the City shall be required to pay on the first Payment Date following the occurrence of such Determination of Taxability such additional interest for the period during which such interest shall have been deemed subject to inclusion in the gross income of the said holder for federal income tax purposes in an amount equal to the difference between the interest which would have been paid at the Taxable Rate and the total amount of interest actually paid related to this Warrant for such period. The term "Taxable Rate" shall mean the rate of 3.21% per annum, and the term "Determination of Taxability" shall have the meaning given to such term in the Ordinance (hereinafter defined).

The City reserves and shall have the privilege of redeeming and paying, on any date, the principal hereof at any time and from time to time, in whole or in part (but if in part, in multiples of \$5,000), without penalty or premium, upon not less than ten (10) days' prior written notice to the Lender, at and for a price equal to the principal amount hereof to be redeemed plus accrued interest thereon to the date set for redemption and payment.

This warrant has been issued pursuant to the applicable provisions of the constitution and laws of the State of Alabama, including without limitation Section 11-47-2 and Section 11-81-4 of the Code of Alabama 1975, as amended, and an ordinance adopted by the governing body of the City on June 17, 2024 (herein called the "Ordinance").

This warrant evidences a valid general obligation of the City for payment of the principal of and the interest on which the City has pledged its full faith and credit.

It is hereby certified that the indebtedness evidenced hereby has been duly and legally incurred and will at the maturity hereof become lawfully due without condition, abatement or offset of any description; that all conditions, actions and things required by the constitution and laws of the State of Alabama to exist, be performed and happen precedent to and on the issuance of this warrant, exist, have been performed and have happened; and that the indebtedness evidenced by this warrant, together with all other indebtedness of the City, was at the time the same was incurred and is now within every debt and other limit prescribed by the constitution and laws of the State of Alabama.

IN WITNESS WHEREOF, the City has caused this warrant to be executed and its official seal to be hereunto affixed by the Mayor and has caused the same to be attested by its City Clerk, both of whom have hereunto subscribed their signatures and are hereunto duly authorized, and has caused this warrant to be dated June 25, 2024.

CITY OF ALEXANDER CITY

FOR PUBLIC RELEASE

By: _____

Mayor

[SEAL]

Attest:

FOR PUBLIC RELEASE

City Clerk

(Form of Certificate of Registration by City Treasurer)

I hereby certify that this Warrant was at the time of issuance (June 25, 2024) thereof duly registered by me as a claim against the **CITY OF ALEXANDER CITY**.

FOR PUBLIC RELEASE

City Treasurer of the
CITY OF ALEXANDER CITY

Exhibit A Amortization Schedule

TV Value Amortization Schedule - Normal, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	06/25/2024	--	--	--	7,658,481.91
1	07/01/2024	51,969.88	3,459.08	48,510.80	7,609,971.11
2	08/01/2024	51,969.88	17,758.71	34,211.17	7,575,759.94
3	09/01/2024	51,969.88	17,678.88	34,291.00	7,541,468.94
4	10/01/2024	51,969.88	17,031.15	34,938.73	7,506,530.21
5	11/01/2024	51,969.88	17,517.32	34,452.56	7,472,077.65
6	12/01/2024	51,969.88	16,874.44	35,095.44	7,436,982.21
7	01/01/2025	51,969.88	17,355.02	34,614.86	7,402,367.35
8	02/01/2025	51,969.88	17,274.25	34,695.63	7,367,671.72
9	03/01/2025	51,969.88	15,529.41	36,440.47	7,331,231.25
10	04/01/2025	51,969.88	17,108.24	34,861.64	7,296,369.61
11	05/01/2025	51,969.88	16,477.63	35,492.25	7,260,877.36
12	06/01/2025	51,969.88	16,944.06	35,025.82	7,225,851.54
13	07/01/2025	51,969.88	16,318.38	35,651.50	7,190,200.04
14	08/01/2025	51,969.88	16,779.13	35,190.75	7,155,009.29
15	09/01/2025	51,969.88	16,697.01	35,272.87	7,119,736.42
16	10/01/2025	51,969.88	16,078.74	35,891.14	7,083,845.28
17	11/01/2025	51,969.88	16,530.94	35,438.94	7,048,406.34
18	12/01/2025	51,969.88	15,917.65	36,052.23	7,012,354.11
19	01/01/2026	51,969.88	16,364.11	35,605.77	6,976,748.34
20	02/01/2026	51,969.88	16,281.02	35,688.86	6,941,059.48
21	03/01/2026	51,969.88	14,630.21	37,339.67	6,903,719.81
22	04/01/2026	51,969.88	16,110.60	35,859.28	6,867,860.53
23	05/01/2026	51,969.88	15,509.92	36,459.96	6,831,400.57
24	06/01/2026	51,969.88	15,941.83	36,028.05	6,795,372.52
25	07/01/2026	51,969.88	15,346.22	36,623.66	6,758,748.86
26	08/01/2026	51,969.88	15,772.29	36,197.59	6,722,551.27
27	09/01/2026	51,969.88	15,687.82	36,282.06	6,686,269.21
28	10/01/2026	51,969.88	15,099.82	36,870.06	6,649,399.15
29	11/01/2026	51,969.88	15,517.11	36,452.77	6,612,946.38
30	12/01/2026	51,969.88	14,934.24	37,035.64	6,575,910.74
31	01/01/2027	51,969.88	15,345.62	36,624.26	6,539,286.48
32	02/01/2027	51,969.88	15,260.15	36,709.73	6,502,576.75
33	03/01/2027	51,969.88	13,705.99	38,263.89	6,464,312.86
34	04/01/2027	51,969.88	15,085.19	36,884.69	6,427,428.17
35	05/01/2027	51,969.88	14,515.28	37,454.60	6,389,973.57
36	06/01/2027	51,969.88	14,911.71	37,058.17	6,352,915.40
37	07/01/2027	51,969.88	14,347.00	37,622.88	6,315,292.52
38	08/01/2027	51,969.88	14,737.44	37,232.44	6,278,060.08
39	09/01/2027	51,969.88	14,650.55	37,319.33	6,240,740.75
40	10/01/2027	51,969.88	14,093.67	37,876.21	6,202,864.54
41	11/01/2027	51,969.88	14,475.07	37,494.81	6,165,369.73
42	12/01/2027	51,969.88	13,923.46	38,046.42	6,127,323.31
43	01/01/2028	51,969.88	14,298.79	37,671.09	6,089,652.22
44	02/01/2028	51,969.88	14,210.88	37,759.00	6,051,893.22
45	03/01/2028	51,969.88	13,211.62	38,758.26	6,013,134.96
46	04/01/2028	51,969.88	14,032.32	37,937.56	5,975,197.40
47	05/01/2028	51,969.88	13,493.99	38,475.89	5,936,721.51
48	06/01/2028	51,969.88	13,854.00	38,115.88	5,898,605.63
49	07/01/2028	51,969.88	13,321.02	38,648.86	5,859,956.77
50	08/01/2028	51,969.88	13,674.86	38,295.02	5,821,661.75

51	09/01/2028	51,969.88	13,585.49	38,384.39	5,783,277.36
52	10/01/2028	51,969.88	13,060.57	38,909.31	5,744,368.05
53	11/01/2028	51,969.88	13,405.12	38,564.76	5,705,803.29
54	12/01/2028	51,969.88	12,885.61	39,084.27	5,666,719.02
55	01/01/2029	51,969.88	13,223.92	38,745.96	5,627,973.06
56	02/01/2029	51,969.88	13,133.50	38,836.38	5,589,136.68
57	03/01/2029	51,969.88	11,780.66	40,189.22	5,548,947.46
58	04/01/2029	51,969.88	12,949.09	39,020.79	5,509,926.67
59	05/01/2029	51,969.88	12,443.25	39,526.63	5,470,400.04
60	06/01/2029	51,969.88	12,765.79	39,204.09	5,431,195.95
61	07/01/2029	5,443,461.40	12,265.45	5,431,195.95	0.00

Section 7. Representations and Warranties of the City. The City hereby represents and warrants to the Lender as follows:

(a) the City is duly organized as a municipal corporation under the laws of the State of Alabama,

(b) the City has the corporate power and authority to own its properties and assets and to carry on its governmental functions as now being conducted,

(c) the City has the power to issue the Warrant and to consummate the transactions contemplated by this Ordinance,

(d) by proper action of the City Council of the City, the City has duly authorized the issuance and delivery of the Warrant and the consummation of the transactions contemplated therein and herein, and

(e) the Warrant is the legal, valid and binding general obligation of the City secured by a pledge of the full faith and credit of the City and is enforceable in accordance with its terms.

Section 8. Sale and Delivery of Warrant by Exchange for 2019 Warrant. The Warrant is hereby sold to the Lender in exchange for the 2019 Warrant. The City Treasurer is hereby authorized and directed to deliver the Warrant, which shall have been executed, sealed, attested and registered as herein provided, to the Lender.

Section 9. Depository Account. Upon the issuance of the Warrant the City shall establish and maintain a depository account with the Lender (herein called the "Depository Account") containing at least the principal amount of the Warrant then outstanding. The covenant set forth in this Section 9 shall be tested as of April 1 (herein called the "Test Day") of each calendar year while the Warrant is outstanding. The City and the Lender shall have the right to agree in writing to change the Test Day from April 1 to another calendar day; provided, in no event shall this covenant be tested more than one time in any calendar year.

Section 10. Call of 2019 Warrant for Redemption and Termination.
(a) Acting pursuant to the terms of the 2019 Warrant and Section 2.4 of that certain Advance Agreement dated April 22, 2019, the City does hereby elect to redeem, and does hereby call for redemption, on the date of issuance of the Warrant all outstanding principal of the 2019 Warrant. Said redemption shall be made by exchanging the Warrant for the 2019 Warrant. Upon receipt by the City of the 2019 Warrant, the 2019 Warrant shall be terminated and no longer considered to be in force or effect, and, further, the ordinance of the City under which the 2019 Warrant was issued shall be terminated and of no further force or effect.

(b) The Mayor, the City Clerk, and the Finance Director, or any of them, are hereby authorized and directed to take or cause to be taken, in the name and behalf of the City, all of the actions necessary or desirable to effectuate the redemption of the 2019 Warrant on the 2019 Warrant Redemption Date as aforesaid.

Section 11. Authorization of Documents. The Mayor, the City Clerk and the Finance Director, or any of them, are each hereby authorized and directed to execute such instruments, directions, orders, notices, agreements, certificates or other documents as shall be necessary or desirable in order to carry out the transactions contemplated by this Ordinance. The City understands that one of the principal inducements to the purchase of the Warrant by the Lender is that the interest income on the Warrant be and remain exempt from federal income taxation. Accordingly, without any way limiting the generality of the foregoing, the Mayor, the City Clerk and the Finance Director, or any of them, are hereby authorized and directed to cause to be prepared, signed on behalf of the City and filed with the Internal Revenue Service a Form 8038-G or other form prescribed by the Internal Revenue Service as a condition to the exemption of the interest income on the Warrant from federal income taxation. The Mayor, the City Clerk and the Finance Director, or any of them, are hereby authorized and directed to execute a Tax Compliance Agreement and Certificate and such other documents respecting the Internal Revenue Code of 1986, as amended (herein called the

"Code"), as contemplated by this Ordinance, to the end that the interest income on the Warrant be and remain exempt from federal income taxation.

Section 12. Concerning the Code. (a) **General.** The City recognizes that the Code imposes certain conditions to the exemption from Federal income taxation of interest income on the Warrant. Accordingly, the City agrees that it will continually comply with all requirements imposed by the Code as a condition to the exemption from Federal income taxation of the interest income on the Warrant. With respect to any question arising under this Section 12, the City may rely upon an opinion of nationally recognized bond counsel acceptable to it.

(b) **Warrant not to be "Private Activity Bonds".** The City will not apply the proceeds of the Warrant in a manner that would cause the Warrant to be "private activity bonds" within the meaning of Section 141(a) of the Code.

(c) **Concerning the Arbitrage Provisions of the Code; Rebate.** The City agrees that it will comply with all provisions of the Code necessary to preclude the Warrant from being 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.

(d) **Concerning Section 265(b) of the Code.** Pursuant to the provisions of Section 265 of the Code, the Warrant is hereby designated as a "qualified tax-exempt obligation" within the meaning of 265(b)(3) of the Code. In connection with such designation, the City hereby finds and declares that, during the calendar year 2024, the amount of tax-exempt obligations heretofore issued by the City (including the Warrant) and by all "subordinate entities" and "on behalf of" entities of the City, when added to the amount of the tax-exempt obligations which the City reasonably anticipates are to be issued by the City and by all "subordinate entities" and "on behalf of" entities during calendar year 2024 (other than private activity bonds), will not together exceed \$10,000,000. The Council hereby finds and declares that the City has not, during calendar year 2024, issued any tax-exempt obligations, whether in the form of notes, bonds, warrants or bank loans (whether for capital improvements or operating expenses).

Section 13. Additional Representations and Covenants of the City

(a) The City acknowledges and agrees that the Warrant shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement, or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.

(b) the City understands, acknowledges and agrees that (i) Lender and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services, (ii) Lender and its representatives are not recommending an action to any municipal entity or obligated person, (iii) Lender and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Ordinance and the Warrant, (iv) Lender and its representatives are acting for their own interests, (v) the City has been informed that it should discuss the Warrant and any such other information, materials or communications with any and all internal and external advisors and experts that the City deems appropriate before selling the Warrant to the Lender.

(c) For so long as the Warrant is outstanding, the City shall provide to the Lender its audited financial statements on an annual basis, commencing with the audited financial statements for the fiscal year ending September 30, 2024, and will in good faith endeavor to provide such audited financial statements within 180 days (but in no event later than 270 days) of the end of each fiscal year of the City. The City may comply with this

obligation for any particular fiscal year of the by causing its audited financial statements for such fiscal year to be posted for public viewing on the “EMMA” system established by the Municipal Securities Rulemaking Board. The City shall also provide the Lender any other reasonable financial information of the City, audited or otherwise, as available and when reasonably requested.

Section 14. Creation of Contract. The provisions of this Ordinance shall constitute a contract between the City and the holder of the Warrant.

Section 15. 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.

ADOPTED THIS 17TH DAY OF JUNE, 2024.

FOR PUBLIC RELEASE

By: Audrey “Buffy” Colvin, President
Alexander City Council

AUTHENTICATED THIS 17TH DAY OF JUNE, 2024.

FOR PUBLIC RELEASE

By: Stephanie J. Southerland
City Clerk

APPROVED:

FOR PUBLIC RELEASE

By: Curtis “Woody” Baird
Mayor

Councilmember Tapley moved for immediate consideration of and action on the said ordinance, which motion was seconded by Councilmember Hardy and, upon the same being put to vote, the following vote was recorded:

Yeas: Tapley, Hardy, Colvin, E. Brown, C. Brown,

Nays: None

The chairman thereupon declared that the motion for unanimous consent for immediate consideration of and action on the said ordinance had been unanimously carried. Councilmember Tapley thereupon moved that the foregoing ordinance be adopted, which motion was seconded by Councilmember Hardy and, upon the same being put to vote, the following vote was recorded:

Yeas: Tapley, Hardy, Colvin, E. Brown, C. Brown,

Nays: None

The chairman thereupon announced that the motion for the adoption of the said ordinance had been unanimously carried.

I, City Clerk of the City of Alexander City, Alabama, hereby certify that the above and foregoing Ordinance is a true, correct and complete copy of the Ordinance adopted on June 17, 2024 by the City Council of the City of Alexander City, Alabama.

This 17th day of June, 2024

FOR PUBLIC RELEASE

Stephanie J. Southerland
City Clerk

SEAL

