

**CITY OF ANNISTON
OCTOBER 17, 2016
5:30 P.M.**

- **INVOCATION**
- **PLEDGE OF ALLEGIANCE**
- **CALL TO ORDER**
- **ROLL CALL**
- **READING/APPROVAL OF MINUTES OF PREVIOUS MEETING**
- **STAFF ADDITIONS/DELETIONS TO THE AGENDA**
- **ADOPTION OF AGENDA**

I. RECEIVE INFORMAL PUBLIC COMMENTS

Informal Public Comment – Speaker Protocol

The City of Anniston believes that any member of the general public should be afforded the opportunity to address the City Council provided that designated rules are followed by the speaker. Any member of the public who wishes to address the City Council and offer public comment on items within the City Council's jurisdiction, may do so during the Informal Public Comment period of the meeting. However, no formal action will be taken on matters that are not part of the posted agenda. In order to ensure the opportunity for all those desiring to speak before the Council, there is no yielding of time to another speaker. This opportunity to address City Council may not be used to continue discussion on an agenda item that has already been held as a public hearing. Matters under negotiation, litigation, or related to personnel will not be discussed. If a member of the general public would like to address the City Council during the Informal Public Comment portion of the meeting, please respectfully indicate your desire to address the City Council when the Mayor solicits members of the general public to come forward and speak. You will be recognized by the Mayor and asked to come forward to the podium so that you can address the City Council in accordance with the rules outlined herein. Once the speaker has been recognized to speak, he/she will be given three (3) minutes to address the City Council. The speaker should not attempt to engage the City Council and/or Staff in a discussion/dialogue and the speaker should not ask specific questions with the expectation that an immediate answer will be provided as part of the three (3) minute time frame since that is not the intent of the Informal Public Comment period. If the speaker poses a question or makes a request of the City, the Mayor may refer the issue or request to the City Manager for follow up. At the conclusion of the three (3) minute time period, the speaker will be notified that his/her time has elapsed and the next speaker will be recognized to come forward to the podium and address the City Council. The Mayor may rule out of order any Speaker who uses abusive or indecorous language, if the subject matter does not pertain to the City of Anniston, or if the Speaker(s) attempts to engage the City Council Members in a discussion or dialogue on issues. City Council shall not discuss non-agenda matters because it does not give the public adequate notice. Accordingly, City Council shall be limited to asking factual and clarifying questions of staff, and when appropriate, the Council may consider placing a matter on a future agenda. In addition, it is not reasonable to expect staff to respond to any of a variety of issues on which they may or may not be prepared to respond to on a moment's notice, so the City Manager may respond, or direct staff to respond at a later time.

II. RECEIVE FORMAL PUBLIC COMMENT

Formal Public Comment – City Council Agenda Protocol

The City of Anniston has identified this portion of the meeting to allow individuals an opportunity to formally address the City Council on issues of importance. Anniston requires that individuals who desire to formally address City Council to submit a written request form outlining the subject matter that they intend to discuss so that they can be placed on an upcoming meeting agenda. Members of the public desiring to be placed on the agenda to present or address matters to the City Council must submit a formal “**REQUEST TO BE PLACED ON THE CITY COUNCIL AGENDA**” form to the Office of the City Manager at least 10 days prior to the requested City Council meeting date that you wish to speak. City Council meetings are held on the second and fourth Monday of each month so the request must be submitted no later than 5:00 pm on the Friday which constitutes 10 days prior. The request can be done in person, regular mail, fax or email and the speaker should obtain acknowledgement of the request from the City to demonstrate that the 10 day requirement has been met. The request form may be obtained from the Office of the City Manager or from the City’s website www.anniston.al.gov. The request should state the name of the individual(s) desiring to be heard and the subject matter to be presented to City Council. Requests may be referred, at the discretion of the City Manager, to appropriate staff for mediation prior to being placed on the public agenda. Please be advised that the mere completion of a request form does not entitle the speaker to be added to the agenda.

III. CONDUCT PUBLIC HEARING

Speaking to a Public Hearing Item

In the interest of time and to ensure the fairness of all persons who appear before the City Council to speak for or against a public hearing item, speakers will be limited to three (3) minutes each to address City Council except as described herein. One speaker for the Petitioner may address the City Council for no more than 10 minutes, unless extended by the Mayor. In an effort help the City Council and the general public to better understand the issues, the Mayor may request that a City staff member address the City Council from the podium. Speakers from the general public may only speak when recognized by the Mayor during the public hearing. Speakers will be asked to come to the podium to address the City Council for three (3) minutes and they shall state their name and resident address for the record. Speakers addressing City Council on a public hearing item should coordinate comments in order to respect City Council’s time constraints. Groups should select a spokesperson to present the major points that summarize their position and opinions. Speakers are urged to be brief and non-repetitive with their comments. Comments shall specifically address the public hearing item before the City Council, and the speaker shall maintain appropriate tone and decorum when addressing the City Council. City Council may ask questions of the applicant, speakers, or staff during these proceedings only for the purpose of clarifying information. The speaker shall not direct derogatory comments to any individual, organization, or business. At the conclusion of the three (3) minute time period, the speaker will be notified that his/her time has elapsed and the next speaker will be recognized to come forward to the podium and address the City Council. Once the public hearing is closed on an item, there will be no further opportunity for formal or informal public input at a City Council meeting.

- (a) Receive public comments regarding a Lounge Retail Liquor – Class 1 application for John K. Robinson d/b/a J Spot Social CLB located in the city limits at 107 Old Gadsden Highway.

IV. UNFINISHED BUSINESS – None

V. CONSENT AGENDA

- (a) Resolution authorizing reimbursements to city officials for expenses incurred while traveling away from the city.
- (b) Resolution repealing the ceiling established for employee contributions to healthcare insurance premiums.
- (c) Motion to approve a Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) license application for Yousef Yaqoub Inc., d/b/a Express Mart 22.

VI. ORDINANCES

- (a) Amending Section 6.3 (d)(2) of the Code of the City of Anniston relating to building permits. **1st Reading**
- (b) Amending Chapter 2, Article XI, Division 8, Section 2.81 The Main Street Anniston Board. **1st Reading**
- (c) Authorizing the issuance and making provisions for the payment of \$9,200,000 General Obligation Warrants, Series 2016. **1st Reading**

VII. RESOLUTIONS

- (a) Authorizing acquisition of real property.

VIII. MOTIONS

- (a) Motion to approve/deny a Lounge Retail Liquor – Class 1 application for John K. Robinson d/b/a J Spot Social CLB located in the city limits at 107 Old Gadsden Highway.

IX. OTHER ADDITIONAL OR FURTHER MATTERS THAT MAY COME BEFORE COUNCIL

COUNCIL COMMENTS

ADJOURNMENT

MINUTES

10/3/2016

Anniston, Alabama
October 3, 2016

The City Council of the City of Anniston, Alabama, met in Regular Session in the Council Chamber in the City Hall of the City of Anniston, Alabama, on Monday, October 3, 2016, at approximately 5:29 o'clock p.m.

Council Member Jenkins prayed the Invocation.

Council Member Jenkins led the Pledge of Allegiance to the Flag.

Mayor Stewart called the meeting to order. On call of the roll the following Council Members were found to be present: Council Members Jenkins, Reddick, Selase, and Stewart; absent: Council Member Harris. A quorum was present and the meeting opened for the transaction of business.

Brian Johnson, City Manager, was present.

Bruce Downey, City Attorney, was present.

Council Member Selase made a motion to waive the reading of the minutes of September 19, 2016. The motion was seconded by Council Member Reddick; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, and Stewart; nays: none; absent: Council Member Harris. The motion carried.

Council Member Jenkins made a motion to approve the minutes of September 19, 2016. The motion was seconded by Council Member Selase; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, and Stewart; nays: none; absent: Council Member Harris. The motion carried.

Council Member Jenkins made a motion to adopt the agenda. The motion was seconded by Council Member Selase; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, and Stewart; nays: none; absent: Council Member Harris. The motion carried.

Mayor Stewart stated that October 9-15 was Fire Prevention Week:

(Fire Prevention Week Proclamation)

Mayor Stewart presented the following proclamation to Susan Shipman, Second Chance:

(Domestic Violence Month)

Mayor Stewart announced that was the time for the public hearing to hear objections to the proposed abatement of identified nuisances (vehicle) at 220 South Leighton Avenue, declared

10/3/2016

the hearing open and asked if anyone wished to address the Council concerning the proposed abatement of identified nuisances at said location.

Tana Bryant, Code Enforcement, addressed the Council and stated that George Buchanan the owner of the property had contacted her and asked for fifteen days to remove the vehicle.

Mayor Stewart asked if anyone else wished to address the Council concerning the proposed abatement of identified nuisances at said location.

No one else addressed the Council concerning the proposed abatement of identified nuisances at said location.

Mayor Stewart declared the public hearing to hear objections to the proposed abatement of identified nuisances (vehicle) at 220 South Leighton Avenue closed.

Mayor Stewart announced that was the time for the public hearing to hear objections to the proposed abatement of identified nuisances (grass and debris) at the following locations: 308 Palmetto Avenue, 0 Wilmer Avenue, 420 E. 22nd Street, 2112 Dooley Avenue, 1323 Pine Avenue, 2828 Noble Street, 216 S. Leighton Avenue, 717 W. 11 ½ Street, 111 S. Allen Avenue, 1123 Maplewood Place, 0 Walnut Avenue, 1405 Mulberry Avenue, 812 W. 14th Street, 1209 Crawford Avenue, and 315 E. 3rd Street; declared the hearing open and asked if anyone wished to address the Council concerning the proposed abatement of identified nuisances at said locations.

No one addressed the Council concerning the proposed abatement of identified nuisances at said locations.

Mayor Stewart declared the public hearing to hear objections to the proposed abatement of identified nuisances (grass and debris) at the following locations: 308 Palmetto Avenue, 0 Wilmer Avenue, 420 E. 22nd Street, 2112 Dooley Avenue, 1323 Pine Avenue, 2828 Noble Street, 216 S. Leighton Avenue, 717 W. 11 ½ Street, 111 S. Allen Avenue, 1123 Maplewood Place, 0 Walnut Avenue, 1405 Mulberry Avenue, 812 W. 14th Street, 1209 Crawford Avenue, and 315 E. 3rd Street; closed.

Mayor Stewart announced that was the time for the public hearing on a proposed ordinance granting to Cable One, Inc., for a period of fifteen (15) years from and after the passage, acceptance and effective date of the proposed ordinance, the nonexclusive right, privilege and franchise to construct, operate and maintain a cable television system in, upon, along, across, above, over and under streets, alleys, easements, open areas, public ways and public places, now laid out or dedicated, and all extensions thereof and additions thereto, in the City of Anniston; providing terms and conditions for the operation of such cable television system and the payment of fees therefore, declared the hearing open and asked if anyone wished to address the Council either in favor of or in opposition to said proposed ordinance.

No one addressed the Council either in favor of or in opposition to said proposed ordinance.

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Mayor Stewart declared the public hearing on a proposed ordinance granting to Cable One, Inc., for a period of fifteen (15) years from and after the passage, acceptance and effective date of the proposed ordinance, the nonexclusive right, privilege and franchise to construct, operate and maintain a cable television system in, upon, along, across, above, over and under streets, alleys, easements, open areas, public ways and public places, now laid out or dedicated, and all extensions thereof and additions thereto, in the City of Anniston; providing terms and conditions for the operation of such cable television system and the payment of fees therefore closed.

Council Member Jenkins made a motion to approve the Consent Agenda items:

- (a) Resolution over-ruling objections to the abatement of identified nuisances. Group 2016-04 Vehicles
- (b) Resolution over-ruling objections to the abatement of identified nuisances. Group 2016-08 Grass and Debris
- (c) Resolution authorizing the submission of a grant application to the National Park Service.

The motion was seconded by Council Member Selase; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, and Stewart; nays: none; absent: Council Member Harris. The motion carried.

Council Member Selase made a motion to introduce and read by title Ordinance Number 16-O-17. The motion was seconded by Council Member Jenkins.

Mayor Stewart asked if anyone wished to address the Council either in favor of or in opposition to the introduction and reading by title Ordinance Number 16-O-17.

No one addressed the Council either in favor of or in opposition to the introduction and reading by title Ordinance Number 16-O-17.

On call of the roll on Council Member Selase's motion to introduce and read by title Ordinance Number 16-O-17 and Council Member Jenkins' second to said motion the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, and Stewart; nays: none; absent: Council Member Harris. The motion carried.

Unanimous consent of the Council having been granted to introduce and read by title Ordinance Number 16-O-17, Council Member Selase introduced and read by title Ordinance Number 16-O-17 as follows:

ORDINANCE NO. 16-O-17

AN ORDINANCE GRANTING TO CABLE ONE, INC., FOR A PERIOD OF FIFTEEN (15) YEARS FROM AND AFTER THE PASSAGE, ACCEPTANCE AND EFFECTIVE DATE OF THIS ORDINANCE, THE NONEXCLUSIVE RIGHT, PRIVILEGE AND FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM IN, UPON, ALONG, ACROSS, ABOVE, OVER, AND UNDER STREETS, ALLEYS, EASEMENTS, OPEN AREAS, PUBLIC WAYS AND PUBLIC PLACES, NOW LAID OUT OR DEDICATED, AND

ALL EXTENSIONS THEREOF AND ADDITIONS THERETO, IN THE CITY OF ANNISTON;
PROVIDING TERMS AND CONDITIONS FOR THE OPERATION OF SUCH CABLE
TELEVISION SYSTEM AND THE PAYMENT OF FEES THEREFORE.

WHEREAS, on October 8, 1991, the City Council of the City of Anniston passed and adopted Ordinance No. 91-O-31, as amended, granting to Anniston Newchannels, Corp. a non-exclusive franchise for a period of twenty-five years for the operation and maintenance of a cable system to be used for the sale and distribution of cable services within the city;

WHEREAS, on January 27, 1998, the City Council passed and adopted Ordinance No. 98-O-4 authorizing the transfer and assignment of the franchise to Cable One, Inc. to continue in effect until its expiration on October 8, 2016;

WHEREAS, prior to the adoption of this Ordinance, Cable One, Inc. submitted a proposal to the City of Anniston for the renewal of the franchise pursuant to the Cable Communication Policy Act of 1984, 47 U.S.C. § 546(h);

WHEREAS, the City of Anniston and Cable One, Inc. resolved through negotiation the issues pertaining to Cable One, Inc.'s proposal for renewal of its franchise, taking into consideration the needs and interests of the community, the legal, character, financial and technical qualification of Cable One, Inc., as well as the adequacy of the services it proposes and the adequacy and feasibility of its plans to provide the services;

WHEREAS, after affording the public adequate notice and opportunity for comment, including a public hearing before the Council during its October 3, 2016 meeting, the Council finds that the proposal negotiated between the City of Anniston and Cable One, Inc. is due to be granted in accordance with the terms and conditions set forth herein;

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

SECTION 1. DEFINITIONS

For purposes of this Ordinance the following terms, phrases, words, abbreviations and their derivations shall have the same meaning given herein.

A. Cable Service shall mean (a) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (b) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

B. Cable Television System or System shall mean the Company's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within the City.

C. City shall mean the City of Anniston, Alabama, and all territory within its governmental authority.

D. City Council shall mean the present governing body of the City, or any successor to the legislative powers of the present government body.

E. Company shall mean Cable One, Inc., a Delaware Corporation.

F. Federal Communications Commission or FCC shall mean the agency as presently constituted by the U.S. Congress or any successor agency authorized by the Congress to regulate cable television systems.

G. Gross Revenues shall mean all revenue derived by the Company, its parents, affiliates or subsidiaries from the operation of the cable system to provide cable services and shall include, without limitation, pay cable fees, installation and reconnection fees, , leased channel access fees, converter rentals, , nonsubscriber revenue, including advertising, revenue (less normal agency commissions) and home shopping channel commissions, all cable service lease payments from the cable system; payments or other consideration received by the grantee from programmers for carriage of programming on the cable system and accounted for as revenue under GAAP; any charges based on sale or lease of fiber or system capacity that does not constitute the provision of telecommunications service.

H. Person shall mean any person, firm, partnership, association, corporation, company, or organization of any kind.

I. Street shall mean the surface of and the space above and below any public street, road, highway, freeway, lane, path, public way, or place, alley, court, boulevard, parkway, drive, or other easement now or hereafter held by the City for the purpose of public travel and shall include other easements or rights of way as shall be now held or hereafter by the City which shall, within their proper use and meaning, entitle the City and the Company to the use thereof for the purposes of installing or transmitting cable television system transmission over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to a cable television system.

SECTION 2. GRANT OF AUTHORITY

The City hereby grants to Cable One, Inc., a nonexclusive right, privilege, and franchise to construct, operate, maintain and remove a cable television system in, upon, across, above over and under, streets, alleys, easements, open areas, public ways, and public places now laid out or dedicated in the City and upon annexation of any territory to the City, this Franchise shall extend to the territory so annexed. The City will not grant a franchise to another company to construct and operate a cable television system if such franchise or amendment contains material terms that, when taken in their entirety, are more favorable or less burdensome than the material terms set forth in this Ordinance.

SECTION 3. DURATION OF FRANCHISE

(a) Term. The Franchise shall take effect on the effective date of this Ordinance and shall continue in force for a period of fifteen (15) years, subject to the conditions and restrictions herein provided.

(b) Surrender. The Company may surrender this Franchise at any time upon filing with the City a written notice of its intention so to do, at least one (1) year before the surrender date. All the rights and privileges and all of the obligations, duties, and liability of the Company under this Ordinance, except as to the extent previously accrued hereunder, shall terminate on the surrender date specified in such notice.

SECTION 4. RENEWAL PROCEDURES

This Franchise may be renewed by the City upon application of the Company pursuant to any procedures established by this Franchise, and in accordance with the Cable Acts of 1984 and 1992, and/or any future relevant laws.

SECTION 5. TRANSFER OF OWNERSHIP OR CONTROL

(a) Assignment or Transfer. This Franchise shall not be assigned or transferred without the prior approval of the City Council of the City of Anniston which shall not be withheld unreasonably. The purchaser, assignee, or transferee must demonstrate to the satisfaction of the City Council of the City of Anniston, its financial and technical ability to operate and maintain the System.

(b) Notice. The Franchisee under this document shall give the City of Anniston written notice of any proposed purchaser, assignee, or transferee of this Franchise and should the City fail to call a meeting of the City Council to consider and act upon such proposed sale, assignment or transfer within 120 days following receipt of written notice of such proposed sale, transfer, on assignment, the City shall be deemed to have consented to the proposed sale, transfer, or assignment.

SECTION 6. FRANCHISE PAYMENT

(a) Franchise Fee. For the use of the streets and other facilities of the City in the operation of the cable television system, the Company shall pay the City on or before April 1st of each year a franchise fee in an amount equal to five percent (5%) of the annual gross revenues received by the Company during the previous calendar year.

(b) Inspection. The City shall have the right, upon ten (10) days' prior written notice, to inspect the Company's relevant income records, and the right to audit and to recompute any amounts determined to be payable under this Ordinance, in accordance with GAAP.

SECTION 7. BOOKS AND RECORDS

(a) Books and Records. The Company shall keep a full and accurate set of books showing the amount of gross revenues received by the Company from the area governed by the City, based upon which the franchise payments to be made hereunder are computed.

(b) Installation Map. The Company shall at all time maintain a complete working map showing the exact location of all the equipment of the cable television system installed or in use in streets and other public places in the City, and such map shall be accessible at normal business hours to the City for all proper purposes.

(c) Examination of Books and Records. At all reasonable times, the Company shall permit the City, or its duly authorized representatives, to examine all public books and records of the Company concerning operations of its cable television system in the area governed by the City, and to examine any and all maps and any other records kept or maintained by the Company which deal with the operations and affairs of the Company with respect to this Franchise.

SECTION 8. LIABILITY INSURANCE AND INDEMNIFICATION

Public Liability Insurance.

- (a) At all times during the existence of the Franchise granted hereunder, the Company shall, at its own cost and expense, maintain in full force and effect a general comprehensive liability insurance policy, protecting the City against liability for loss or damage for personal injury, death, and property damage, occasioned by the negligence or default of the Company under the Franchise, with maximum liability limits of One Million Dollars (\$1,000,000.00) for personal injury or death and One Million Dollars (\$1,000,000.00) for damage to property.
- (b) The policy or policies of insurance mentioned in the foregoing paragraph shall name the City, its officers and agents, as an additional insured and shall contain a provision that a written notice of cancellation or reduction in coverage of said policy shall be delivered to the City thirty (30) days in advance of the effective date thereof.

SECTION 9. CONDITIONS OF STREET OCCUPANCY

(a) Location of Poles and Fixtures. The Company shall not place poles or other fixtures where the same will interfere with any gas, electric, or telephone fixtures, water hydrant, mains or public sewer lines, and all such poles or other fixtures placed in any street shall be placed in the right-of-way between the roadway and the property as directed by the City.

(b) Restoration. The Company shall, upon completion of any work requiring the opening of any street or public place, restore the same, including the paving and its foundations, to as good condition as formerly, and in a manner and quality approved by the City, and shall exercise reasonable care to maintain the same thereafter in good condition. Said work shall be performed with due diligence, and if the Company shall fail to perform and complete the work

within a reasonable time, to remove all dirt and rubbish and to put the street or public place in good condition, the City shall have the right to put the street or public place in good condition at the expense of the Company; and the Company shall upon demand, pay to the City the cost of such work done for or performed by the City.

(c) Relocation of Facilities. Whenever the City shall grade, regrade, or change the line of any street or public place or construct or reconstruct any sewer or water system therein and shall, with due regard to reasonable working conditions, order the Company to relocate or protect its wires, conduits, cables, and other property located in said street or public place, the Company shall relocate or protect its facilities at its own expense. The City shall give the Company reasonable notice of plans to grade, regrade, or change the line of any street or public place or to construct or reconstruct any sewer or water system therein.

(d) Protection of Facilities. Nothing contained in this section shall relieve any person, or corporations, from liability arising out of the failure to exercise reasonable care to avoid injuring the Company's facilities while performing any work connected with grading, regrading, or changing the line of any street or public place or with the construction or reconstruction of any sewer or water system.

(e) Notice of Improvements. The City shall give the Company reasonable written notice of plans for street improvements where paving or resurfacing of a permanent nature is involved that would affect the Company's facilities, which notice shall contain the nature and character of the improvements, the streets upon which the improvements are to be made, the extent of the improvements and the time when the City is going to start the work. The notice shall be given to the Company a sufficient length of time, considering reasonable working conditions, in advance of the actual commencement of the work to permit the Company to make any addition, alterations, or repairs to its facilities deemed necessary.

(f) Facilities Not Hazardous to Public. All wires, conduits, cables, and other property and facilities shall be so located, constructed, installed, and maintained as not to endanger or unnecessarily interfere with the usual and customary trade, traffic, and travel upon the streets and public places of the City. The Company shall keep and maintain all of its property in good condition, order, and repair, so that the same shall not menace or endanger the life or property of any person. The Company shall keep accurate maps and records of all its facilities and furnish copies of such maps and records as requested by the City. Adherence to the City requirements for placement of Company wires, conduits, cables and other property and facilities shall be deemed proof of compliance with this section.

(g) Moving of Buildings. The Company shall, on the request of any person holding a building moving permit, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal, raising or lowering of wires shall be paid by the person requesting the same, and the Company shall have the authority to require such payment in advance.

SECTION 10. MAINTENANCE AND REPAIRS.

(a) Maintenance of System. The Company shall erect and maintain all parts of the system in good condition throughout the entire franchise period.

(b) Interruption of Service. Whenever it is necessary to shut-off or interrupt service for the purpose of making repairs, adjustments, or installations, the Company shall use its best efforts to do so during periods of minimum use of the system by subscribers. Unless such interruption is unforeseen and immediately necessary, the Company shall give subscribers reasonable notice of any planned interruption of service. All costs incurred in repairing and correcting an interruption of service shall be borne by the Company; provided, however, that nothing herein shall prevent the Company from recovering the costs incurred from persons responsible for occurrences or acts which result in damage to the cable television system.

(c) Complaints. Any service complaints from subscribers shall be investigated within twenty-four (24) hours of receipt of such complaint. Any service complaint shall be resolved within seventy-two (72) hours. The Company shall keep a maintenance service log which will indicate the nature of each service complaint, the date and time it was received, the disposition of said complaint and the time and date thereof. This log shall be maintained for two (2) years and shall be made available for periodic inspection by City.

SECTION 11. SERVICE.

(a) Construction. Company has fully constructed an operational cable system currently serving the City.

(b) Availability. Where technically and economically reasonable, Cable television service shall be available to all areas within the corporate limits of the City which have a minimum of forty (40) dwelling units per street mile.

(c) Extensions. All applicants desiring cable antenna service at a location greater than 300 feet from the nearest distribution line shall pay to the Company its actual costs of labor and materials for said installation.

(d) Additional Territory. In the event additional adjacent territory is incorporated within the City's limits, by annexation or otherwise, the Company's rights and duties under this Ordinance shall be deemed to include such additional territory.

(e) Technical Standards. The Company shall comply with all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. § 76, as amended.

SECTION 12. COMPLIANCE WITH APPLICABLE LAWS.

The Company shall at all times comply with all laws, ordinances and regulations of the federal, state and City governments or any administrative agencies thereof. If any federal or state law or regulation shall be in conflict with the terms of this Franchise, or any ordinance of the

City, then as soon as possible following knowledge thereof, the Company shall notify the City of the point of conflict.

SECTION 13. BREACH AND TERMINATION.

(a) Breach. In addition to all other rights and powers retained by the City under this Franchise or otherwise, the City reserves the right to terminate the Franchise and all rights and privileges of the Company hereunder in the event of a substantial breach of its terms and conditions. A substantial breach by Company shall include, the following:

- (1) Violation of any material provision of the Franchise or any material rule, order, regulation or determination which the City is authorized to make under the terms of this Franchise.
- (2) Attempt to evade any material provision of the Franchise or attempts to practice any fraud or deceit upon the City or its subscribers or customers;
- (3) Material misrepresentation of fact in the application for or negotiation of the Franchise.

(b) Excuse for Breach. The foregoing shall not constitute a substantial breach if the violation occurs, but it is without fault of the Company or occurs as a result of circumstances beyond its control.

SECTION 14. RULES AND REGULATIONS.

(a) In addition to the inherent powers of the City to regulate and control this Franchise, and those powers expressly reserved by the City herein, the right and power is hereby reserved by the City to promulgate such additional regulations as it shall find necessary in the exercise of its lawful powers and in furtherance of the terms and conditions of this Franchise.

(b) The City may also adopt such regulations at the request of the Company upon application.

SECTION 15. FAILURE OF CITY TO ENFORCE THIS FRANCHISE, NO WAIVER OF THE TERMS THEREOF.

The Company shall not be excused from complying with any of the terms and conditions of this Franchise by any failure of the City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

SECTION 16. SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held illegal, invalid, or unconstitutional by any court of competent jurisdiction or the FCC,

such decision shall not affect the validity of the remaining portions. The invalidity of any such portion of this Ordinance shall not abate, reduce, or otherwise affect any consideration or other obligation required by the City of the Company under the Franchise granted.

SECTION 17. ACCEPTANCE BY THE COMPANY.

The Franchise granted pursuant to this Ordinance shall not take effect until such time that the Company executes and delivers to the City a duly authorized, written acknowledgement and acceptance of the terms and conditions set forth herein, in their entirety and without exception.

SECTION 18. CHOICE OF LAW; FORUM SELECTION.

The Franchise granted pursuant to this Ordinance shall be governed by and construed in accordance with the laws of the State of Alabama, regardless of the laws that might otherwise govern under applicable principles of the conflicts of law thereof. The parties hereto hereby consent to the jurisdiction of the state and federal courts sitting in Anniston, Alabama, for the adjudication of any dispute arising with respect to this Ordinance.

SECTION 19. NOTICE.

All notices called for in this Franchise shall be written notice and will be considered as being completed notice when mailed by registered mail or certified mail return receipt requested and addressed to the party to be notified as shown below:

To City: City of Anniston
P.O. Box 2168
Anniston, AL 36202

To Company: Cable One, Inc.
210 E Earll Drive
Phoenix, Arizona 85012

PASSED and ADOPTED this 3rd day of October, 2016.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA
By: /s/ Vaughn Stewart, Mayor
By: /s/ Jay W. Jenkins, Council Member
By: /s/ David E. Reddick, Council Member
By: /s/ Seyram Selase, Council Member

ATTEST:
/s/ Alan B. Atkinson, City Clerk

Council Member Jenkins made a motion for the unanimous consent of the Council Members present for the immediate consideration of Ordinance Number 16-O-17 as introduced and read

10/3/2016

by title. The motion was seconded by Council Member Reddick; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, and Stewart; nays: none; absent: Council Member Harris. The motion carried. Unanimous consent of the Council Members present having been given for the immediate consideration of Ordinance Number 16-O-17 as introduced and read by title, Council Member Selase made a motion for the passage and adoption of Ordinance Number 16-O-17 as introduced and read by title. The motion was seconded by Council Member Jenkins; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, and Stewart; nays: none; absent: Council Member Harris. The motion carried and Ordinance Number 16-O-17 was passed and adopted.

Council Member Selase thanked the Parks and Recreation Department and the Police Department for their help with feeding the hungry event held in Zinn Park. He encouraged everyone to vote tomorrow.

Mayor Stewart thanked the staff for their help with Anniston Homecoming Parade.

The Council recognized Kent Davis, retired U. S. Navy Admiral.

There being no further business to come before the meeting at that time Council Member Selase made a motion the meeting be adjourned. The motion was seconded by Council Member Reddick; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, and Stewart; nays: none; absent: Council Member Harris. The motion carried and the meeting was adjourned at approximately 5:50 o'clock p.m.

CONSENT AGENDA

RESOLUTION NO. 16-R-__

A RESOLUTION AUTHORIZING REIMBURSEMENTS TO CITY OFFICIALS FOR EXPENSES INCURRED WHILE TRAVELING AWAY FROM THE CITY

BE IT RESOLVED, by the City Council of the City of Anniston, Alabama, that reimbursement is made by the City of Anniston, Alabama, as follows:

- a.** \$311.40 to Jean Ann Oglesby, Farmer’s Market, for supplies and mileage from September 1 – 30, 2016.
- b.** \$75.60 to Lee Willis, Planning, while attending ABC 33/40 “Talk of Alabama” interview in Birmingham, Alabama on September 6, 2016.
- c.** \$78.62 to Gina Morey, Museum, while attending ABC 33/40 “TV promotion in Birmingham, Alabama on September 19, 2016.
- d.** \$113.34 to Josephine Ayers, Museum, for reimbursement of two tents for the Iron Mountain Challenge on June 14, 2016.

PASSED AND ADOPTED this ____ day of October 2016.

**CITY COUNCIL OF THE CITY
OF ANNISTON, ALABAMA**

BY: _____
Vaughn M. Stewart II, Mayor

BY: _____
Jay W. Jenkins, Council Member

BY: _____
David E. Reddick, Council Member

BY: _____
Seyram Selase, Council Member

BY: _____
Mille Harris, Council Member

ATTEST:

Alan B. Atkinson, City

RESOLUTION 16-R-___

**REPEALING THE CEILING ESTABLISHED FOR EMPLOYEE CONTRIBUTIONS TO
HEALTHCARE INSURANCE PREMIUMS**

WHEREAS, on July 12, 2011, the Council passed and adopted Resolution 11-R-55 which established a ceiling for employee and retiree shares of individual and family healthcare premiums and dictated that the ceilings could only be increased, absent further Council action, in the event that cost of living increase is granted to either group and not in an amount in excess of the cost of living increase;

WHEREAS, the City desires to repeal the ceiling placed on the employee individual and family plan contributions;

NOW THEREFORE, BE IT RESOLVED by the Council for the City of Anniston as follows:

1. Section 1 of Resolution 11-R-55 is hereby repealed to the extent that it places a ceiling for employee shares of individual and family healthcare premiums.
2. Section 2 of Resolution 11-R-55 is hereby repealed to the extent that it limits the City's ability to increase employee shares of individual and family healthcare premiums.
3. Except as specified herein, Resolution 11-R-55 shall remain in full force and effect.

PASSED AND ADOPTED on this the ___ day of October, 2016.

CITY COUNCIL FOR THE CITY OF
ANNISTON, ALABAMA

Vaughn M. Stewart II, Mayor

Jay W. Jenkins, Council Member

David E. Reddick, Council Member

Seyram Selase, Council Member

Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk



CITY OF ANNISTON

FINANCE DEPARTMENT FACT SHEET

TO: CITY COUNCIL AND CITY MANAGER
FROM: CODY HARRIS, ACCOUNTANT
SUBJECT: J SPOT SOCIAL CLB, JOHN K ROBINSON
DATE: 10/11/2016
CC:

- A public hearing is required before formal action is taken on the Restaurant Retail Liquor application for J Spot Social Clb
- The business is located in the city limits at 107 Old Gadsden Highway
- The Police Department criminal history is attached.

ANNISTON CODE

Sec. 3.5. Factors to be considered in council's decisions.

(a) In rendering a decision on each application, the city council shall consider, among others, the following factors:

- (1) The wishes and desires of the residents, real property owners, and businesses within five hundred (500) feet of the property for which a license is sought.
 - (2) Character and reputation of the applicant, each partner, member, officer, member of the board of directors, landlord and club manager.
 - (3) The criminal court records or evidence of violation of ABC regulations of the applicant, each partner, member, officer, member of the board of directors, landlord and club manager.
 - (4) Location of premises for which a liquor license is sought and the number of establishments presently holding liquor licenses for lounges, clubs, hotels, restaurants, civic centers, or dinner theaters whose place or places of business are within five hundred (500) feet of the property for which a liquor license is sought.
 - (5) The compliance by applicant, each partner, member, officer, member of the board of directors, landlord, and club manager with the laws of the State of Alabama and ordinances of the city.
 - (6) The proximity of the premises to any churches, schools, day care centers, eleemosynary institutions or places of public gathering.
 - (7) The suitability of the premises to contain noise reasonably anticipated to be generated from the premises.
- (b) The city council shall refuse to approve a liquor license for a club when it appears that the operation would enure to the benefit of individual members, officers, agents, or employees of the club rather than to the benefit of the entire membership of the club.

(Ord. No. 80-O-34, 1; Ord. No. 92-O-2, 2, 2-11-92)



CITY OF ANNISTON

FINANCE DEPARTMENT FACT SHEET

TO: CITY COUNCIL AND CITY MANAGER
FROM: CODY HARRIS, ACCOUNTANT
SUBJECT: YOUSEF YAQOUB INC D/B/A EXPRESS MART 22
DATE: 10/10/2016
CC:

- Formal action is required for Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) license application.
- The business is located in the Police Jurisdiction at 1020 Highway 431 N Anniston, AL 36206
- The Police Department reports no local criminal history that would prevent the approval of such license.

**ANNISTON CODE
CHAPTER THREE
ALCOHOLIC BEVERAGES
(Beer and Wine)**

Sec. 3.14. Factors to be considered in council's decisions.

In rendering a decision on each application, the city council shall consider, among others, the following factors:

- a) Character and reputation of the applicant, each partner, member, officer, member of board of directors and landlord.
- b) The criminal court records of the applicant, each partner, member, officer, member of board of directors and landlord.
- c) Location of premises for which the license is sought.
- d) The compliance by applicant, each partner, member, officer, member of the board of directors and landlord with the laws of the State of Alabama and ordinances of the city.

Sec. 3.15. Approval or disapproval of application.

No application for a beer or wine license shall be approved unless the city council is satisfied that the statements in the application are true, that the applicant is a person of good repute, and that the applicant has complied with all terms and provisions of this article.

ORDINANCES

ORDINANCE NO. 16-O-___

**AMENDING SECTION 6.3(d)(2) OF THE CODE
OF THE CITY OF ANNISTON RELATING
TO BUILDING PERMITS**

WHEREAS, the City Council desires to amend Section 6.3(d)(2) of the Code of the City of Anniston relating to building permits in order to specify that a minimum permit fee of \$15.00 plus a \$1.00 issuance fee shall also be paid to install, replace, modify, extend or repair a fire alarm system and/or a commercial kitchen hood system;

NOW THEREFORE, BE IT ORDAINED by the City Council for the City of Anniston as follows:

Section 1. The City Council hereby amends and restates Chapter 6, Article III, Section 6.3(d)(2) of "The Code of the City of Anniston, Alabama, 1981" in its entirety to read as follows:

Sec. 6.3 – Building permit required; schedule of fees; exceptions

* * * *

(d) *Exceptions.* The following permit fees shall apply without regard to whether the project cost exceeds one thousand dollars (\$1,000.00):

* * * *

(2) Fire Systems. A minimum permit fee of fifteen dollars (\$15.00) plus a one-dollar (\$1.00) issuance fee shall be paid to install, replace, modify, extend or repair a fire sprinkler system, fire alarm system and/or commercial kitchen hood system. The minimum permit fee shall be paid when the project cost is less than two thousand dollars (\$2,000.00). The permit fee shall increase by four dollars (\$4.00) for each additional one thousand dollar (\$1,000.00) increment in the project cost. No fee shall be charged for required annual certification inspections when no work other than testing is being performed.

* * * *

Section 2. This ordinance shall become effective upon its publication one time in in The Anniston Star, a newspaper of general circulation published in the City of Anniston, Alabama.

PASSED and ADOPTED this ___ day of October, 2016.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

Vaughn M. Stewart II, Mayor

Jay W. Jenkins, Council Member

David E. Reddick, Council Member

Seyram Selase, Council Member

Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk

ORDINANCE NUMBER 16-O-

**AN ORDINANCE AMENDING CHAPTER 2, ARTICLE XI, DIVISION 8, SECTION 2.81 THE
MAIN STREET ANNISTON BOARD**

BE IT ORDAINED, by the City Council of the City of Anniston, Alabama as follows:

Section 1. The City Council of the City of Anniston, Alabama hereby amends Chapter 2, Article XI, Division 8 of The Code of the City of Anniston, Alabama, 1981 in its entirety as follows:

DIVISION 8. MAIN STREET ANNISTON BOARD

Section 2.81. Creation of board; Membership; Powers and Authority.

1. Board Created. The City of Anniston hereby establishes the “Main Street Anniston Board” to serve as an instrumentality of the City of Anniston to aid and advise in the advocacy of the main street district and in the promotion of economic redevelopment of downtown Anniston in the manner designated in this Division.

2. Powers. The Main Street Anniston Board shall have all powers granted to it by this Division, or as otherwise granted by the City’s laws, and by the Constitution and laws of the State of Alabama, together with all implied powers necessary to execute all powers granted.

3. Membership. The Main Street Anniston Board shall have nine (9) voting members. Each Board Member shall serve a two (2) year term upon expiration of current appointees. The Mayor and City Manager shall each appoint one (1) member of the Board. The remaining seven (7) appointments shall be made by the following community groups that are partners with the City of Anniston on the redevelopment of downtown Anniston:

- (a) The Planning Commission
- (b) The Spirit of Anniston
- (c) The Calhoun County Chamber of Commerce
- (d) The Historical Preservation Commission
- (e) The Council of Arts and Humanities
- (f) The Downtown Development Authority
- (g) The Youth Council

Each of the aforementioned community groups shall be entitled to appoint one (1) member of the Board. Any current member shall remain on the Board until expiration of

his/her current term, but may be reassigned to represent another group by mutual consent of the member, the City Council, and the group. In the event that any of said community groups ceases to exist or fails to make an appointment to the Board within sixty (60) days of a vacancy, the Mayor shall appoint a member to fill the vacancy.

4. Director. The City of Anniston shall hire a Project Manager, provided funds are available to the City, who shall facilitate the Main Street Anniston program and operations and serve as an intermediary to the Main Street Anniston Board. The Project Manager shall report to and be supervised by the Director of Economic Development and External Affairs.

5. Advisory Role. The Main Street Anniston Board, through the Project Manager, shall serve in an advisory capacity to the City on issues relating to partnership opportunities, promotion, design and economic development of downtown, and in furtherance of the City's Main Street Anniston Program.

6. Requests for Funding and Support. The Board shall have the authority to request and receive funds, dues, donations or other means of financial support from individuals and entities, whether public or and private.

7. Budgetary and Expenditure Authority. All funds generated through the Main Street Anniston Board's activities and efforts, including its direct receipt of funds, dues, donations or other means of financial support, shall be held in the Board's account maintained by the Director of Finance for the City of Anniston. The Board shall have actual authority over the budget and expenditure of such funds, which shall be executed pursuant to the Board's direction by the Director of Finance. The Board shall utilize such funds in furtherance of its revitalization and redevelopment mission, goals and purpose. Said funds shall be considered public funds and shall be subject to audit and oversight as mandated or allowed by all applicable federal, state and local laws.

8. By-laws. The Main Street Anniston Board shall establish and amend its own by-laws, rules and regulations, as the Board deems necessary and appropriate, subject to the terms of this ordinance and any other governing municipal, state or federal law.

9. Reservation of Powers and Authority. Nothing contained herein shall be construed so as to limit the powers and authority of the City of Anniston.

Section 3. Any laws and ordinances, and parts thereof, within the City of Anniston in conflict herewith are hereby expressly repealed.

Section 4. This Ordinance shall become immediately effective after its adoption and its publication one (1) time in The Anniston Star, a newspaper of general circulation published in the City of Anniston, Alabama. The City Clerk is hereby ordered and directed to cause a copy of this Ordinance to be published one time in said newspaper.

PASSED AND ADOPTED this the _____ day of _____, 2016.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

BY: _____
Vaughn M. Stewart, II, Mayor

BY: _____
Jay Jenkins, Council Member

BY: _____
David E. Reddick, Council Member

BY: _____
Seyram Selase, Council Member

BY: _____
Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk

ORDINANCE NO. 16 – O - ____

CITY OF ANNISTON, ALABAMA

For

**\$9,200,000
GENERAL OBLIGATION WARRANTS
SERIES 2016**

Adopted: October 17, 2016

ORDINANCE NO. 16 – O - ____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND MAKING PROVISION
FOR THE PAYMENT OF \$9,200,000 GENERAL OBLIGATION WARRANTS,
SERIES 2016

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ANNISTON,
ALABAMA, as follows:

ARTICLE 1

**Definitions; Provisions of General Application;
and Representations and Warranties of City**

Section 1.01 Definitions and Use of Phrases.

(a) For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires:

(a) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular.

(b) All references in this Ordinance to designated “Articles”, “Sections” and other subdivisions are to the designated Articles, Sections and subdivisions of this Ordinance as originally adopted.

(c) The terms “herein”, “hereof” and “hereunder” and other words of similar import refer to this Ordinance as a whole and not to any particular Article, Section or other subdivision.

(d) 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 herein:

Authority means the Public Building Authority of the City of Anniston.

Authorized City Representative shall mean the City Manager, Finance Director or City Clerk of the City or any other officer or agent of the Issuer authorized by the governing body of the Issuer to act as “Authorized Issuer Representative”.

Authorized Denominations means with respect to all Warrants the amount of \$5,000 and any integral multiple thereof for each maturity.

Beneficial Owner shall have the meaning set forth in Section 3.04(a).

Book-Entry System means a book-entry only system of evidence of purchase and transfer of beneficial ownership interests in the Warrants.

Business Day means a day, other than a Saturday or a Sunday, on which commercial banking institutions are open for business in the state where the principal corporate office of the Paying Agent is located and a day on which the payment system of the Federal Reserve System is operational.

City means shall mean the City of Anniston, Alabama and its successors and assigns.

Code means the Internal Revenue Code of 1986, as amended, and all references to specific sections of the Code shall be deemed to include any and all respective successor provisions to such sections.

Continuing Disclosure Agreement means the Continuing Disclosure Agreement dated the date of delivery by the City in favor of the Holders.

Direct Participant or Direct Participants means securities brokers and dealers, banks, trust companies, clearing corporations and other financial institutions which have access to the Book-Entry System.

Eligible Certificates means interest bearing certificates of deposit issued by any bank organized under the laws of the United States of America or of any state thereof, provided that (i) the issuing bank has capital, surplus and undivided profits of not less than \$50,000,000 at the time of issuance of such certificates, or (ii) the issuing bank collaterally secures such certificates by depositing and pledging with a federal reserve bank Federal Securities having a market value (exclusive of accrued interest) not less than the face amount of such certificates.

Enabling Law shall mean Section 11-47-2 of the Code of Alabama 1975.

Federal Securities means direct general obligations of the United States of America or any securities on which the payment of the principal and interest are unconditionally guaranteed by the United States of America.

Fiscal Year means the period beginning on October 1 of one calendar year and ending on September 30 of the next succeeding calendar year or such other Fiscal Year as may hereafter be adopted by the City.

Holder when used with respect to any Warrant means the Person in whose name such Warrant is registered in the Warrant Register.

Indirect Participant or Indirect Participants means securities brokers and dealers, banks, trust companies, clearing corporations and other financial institutions for which the Securities Depository holds Warrants as securities depository through a Direct Participant.

Interest Payment Date shall mean March 1, 2017 and each March 1 and September 1 thereafter.

Letter of Representation means and includes (i) the Letter of Representation with respect to the Warrants among the City, the Paying Agent and the Securities Depository and (ii) any other or

subsequent agreement by whatever name or identification with respect to the Warrants among said parties from time to time in effect.

Official Statement shall have the meaning assigned in Section 9.02(a).

Ordinance means this Ordinance as originally adopted or as it may from time to time be supplemented, modified or amended.

Outstanding when used with respect to Warrants means, as of the date of determination, all Warrants theretofore authenticated and delivered under this Ordinance, except: (1) Warrants theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation; and (2) Warrants for whose payment or redemption money in the necessary amount has been theretofore deposited with the Paying Agent in trust for the Holders thereof, provided that, if such warrants are to be redeemed, notice of such redemption has been duly given pursuant to this Ordinance or provision therefor satisfactory to the Paying Agent has been made; and (3) Warrants for the payment of which provisions have been made in accordance with Article 10; and (4) Warrants in exchange for or in lieu of which other warrants have been authenticated and delivered under this Ordinance.

Paying Agent means (i) Regions Bank, the bank designated by the City as the paying agent for the Warrant Fund and the paying agent and registrar for the Warrants, and (ii) any successor bank designated as such depository, paying agent and registrar pursuant to Section 8.03 hereof.

Person shall include any individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization and any government or agency or political subdivision thereof.

Principal Office of the Paying Agent means the office where the Paying Agent maintains its designated trust office for purposes of this Ordinance, or such other office as shall be designated by the Paying Agent by written notice to the City and the Holders.

Qualified Investments means:

- (1) Federal Securities or a trust or fund consisting of Federal Securities, or
- (2) Eligible Certificates.

Refunded Bonds means (a) a portion of those of the Series 2011 Bonds having stated maturities in 2035 and (b) all of the Series 2011 Bonds having stated maturities in 2038 and 2043.

Refunding Trust Agreement means the Refunding Trust Agreement dated October 1, 2016 by the Authority and the Series 2011 Trustee, with respect to the refunding of the Refunded Bonds.

Regular Record Date means, for each Interest Payment Date, the 15th day (whether or not a Business Day) next preceding any Interest Payment Date.

Securities Depository means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and the successors and assigns thereof, and any substitute securities depository therefor that maintains a Book-Entry System for the Warrants.

Securities Depository Nominee means the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the Warrant Register the Warrants to be delivered to such Securities Depository during a period in which the Warrants are held pursuant to the Book-Entry System.

Series 2011 Indenture means that certain Indenture of Trust dated as of August 1, 2011 by and between the Authority and the Series 2011 Paying Agent.

Series 2011 Lease Agreement means that certain Lease Agreement dated as of August 1, 2011 by and between the Authority and the City.

Series 2011 Trustee shall mean Regions Bank.

Series 2011 Bonds means the Building Revenue Bonds (Judicial Center Project), Series 2011, issued by the Authority.

Series 2016 Improvements shall mean the general municipal improvements within the corporate limits of the City and financed with the proceeds of the Warrants, including, without limitation, certain building improvements, road improvements and equipment.

Series 2016 Project Fund means the fund by that name established pursuant to Section 3.10.

Special Funds shall mean the Series 2016 Project Fund and the Warrant Fund.

Tax Certificate and Agreement means that certain Tax Certificate and Agreement delivered by the City with respect to the Warrants on the date of issuance thereof.

Warrant Fund means the fund established pursuant to Section 5.01 hereof.

Warrant Registrar means the agent of the City appointed as such pursuant to Section 3.02 for the purpose of registering Warrants and transfers of Warrants.

Warrants means the General Obligation Warrants, Series 2016, dated the date of delivery, authorized to be issued pursuant to the provisions of this Ordinance.

Section 1.02 Effect of Headings and Table of Contents

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 1.03 Binding Effect Upon Successors and Assigns

All the covenants, stipulations, promises and agreements in this Ordinance contained by or on behalf of the City shall inure to the benefit of and bind its successors and assigns.

Section 1.04 Governing Law

This Ordinance shall be construed in accordance with and governed by the laws of the State of Alabama.

Section 1.05 Enforceability

The provisions of this Ordinance are severable. In the event that any one or more of such provisions or the provisions of the Warrants shall, for any reason, be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this Ordinance or of the Warrants, and this Ordinance and the Warrants shall be construed and enforced as if such illegal or invalid provision had not been contained herein or therein.

Section 1.06 Repeal of Conflicting Provisions

All ordinances, resolutions and orders or parts thereof in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 1.07 Findings of Fact and Representations

The City, upon evidence duly presented to and considered by it, does hereby find, determine and represent as follows:

(a) The Authority has heretofore issued the Series 2011 Bonds to provide funding for the acquisition, improvement, construction, installation and equipping of a public safety and judicial complex within the corporate limits of the City.

(b) Pursuant to the terms of the Series 2011 Lease Agreement, the Authority leases the public safety and judicial complex to the City for general municipal purposes. The rent paid by the City under the Series 2011 Lease Agreement is equal to an amount sufficient to pay the principal of and interest on the Series 2011 Bonds as the same become due and payable.

(c) It is necessary and desirable and in the public interest for the City to issue the Warrants to provide for the following purposes:

- (1) to provide for the refunding of the Refunded Bonds; and
- (2) to provide for the payment of the costs of the Series 2016 Improvements; and
- (3) to pay issuance expenses of the Warrants.

(d) The City is not in default under the Series 2011 Lease Agreement, and no such default is imminent.

(e) The total indebtedness of the City which will be outstanding upon the issuance of the Warrants and which will be chargeable against the debt limitation for the City prescribed by Section 225 of the Constitution of Alabama of 1901 shall not exceed twenty percent of the assessed value of the taxable property in the City for the preceding fiscal year (ending September 30, 2016), as set forth as follows:

Population of City from 2010 Federal Decennial Census	23,106
<u>Net</u> assessed value of taxable property, including motor vehicles, after exemptions as of September 30, 2016	\$292,430,880 ^[1]
Debt limit (20% of net assessed value)	\$58,486,176
Outstanding general obligation debt	20,575,429 ^[2]
Outstanding general obligation debt chargeable against limit	<u>(20,575,429)</u>
Constitutional debt margin	<u>\$37,910,747</u>

^[1] As reported by the Revenue Commissioner of Calhoun County and the Commissioner of Licenses of Calhoun County for the fiscal year ending September 30, 2016.

^[2] The total outstanding debt of the City includes: (a) the Warrants (\$9,200,000); (b) the General Obligation Warrant, Series 2014-A (\$2,402,000); (c) the General Obligation Refunding and Improvement Warrants, Series 2010-A (\$820,000); (d) the General Obligation Recovery Zone Economic Development Warrants, Series 2010-B (\$5,380,000); (e) certain capitalized lease obligations of the City (\$335,335) as shown in Note 7 to the audited financial statements for the City for the fiscal year ending September 30, 2015; and (f) the accrued compensated absences of the City of \$2,438,094, as set forth in Note 7 to the audited financial statements of the City for the fiscal year ending September 30, 2015.

ARTICLE 2

Source of Payment; Security

Section 2.01 Source of Payment of Warrants

The indebtedness evidenced and ordered paid by the Warrants shall be a general obligation of the City for the punctual payment of the principal of and interest on which the full faith, credit and taxing power of the City are hereby sacredly and irrevocably pledged.

Section 2.02 Officers and Members of the Governing Body of the City Exempt from Individual Liability

No recourse under or upon any covenant or agreement of this Ordinance or of any Warrant, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future officer, employee, or member of the governing body of the City, or of any successor of any thereof, and all such liability of every name and nature, either at common law or in equity or by constitution or statute, and any and all such rights and claims against every such officer, employee, or member of the governing body of the City as such, are hereby expressly waived and released as a condition of, and as a consideration for, the issuance of the Warrants.

Section 2.03 Expenses of Collection; Interest After Maturity

The City hereby covenants and agrees that, if the principal of and interest on the Warrants are not paid promptly as such principal and interest matures and comes due, it will pay to the Holders of the Warrants all expenses incident to the collection of any unpaid portion thereof, including reasonable attorneys' fees.

ARTICLE 3

The Warrants

Section 3.01 Authorization and Description of Warrants

(a) (1) Pursuant to the Constitution and laws of the State of Alabama, including particularly the Enabling Law, there is hereby authorized to be issued a series of warrants in the aggregate principal amount of \$9,200,000 for the purposes set forth in Section 1.07(c).

(2) The Warrants shall be issued pursuant to a Book Entry System.

(b) The Warrants shall be designated "General Obligation Warrants, Series 2016," shall be in fully registered form, without coupons, shall be in Authorized Denominations, shall be numbered for identification as determined by the Paying Agent, and shall be dated October 28, 2016.

(c) The Warrants shall mature on March 1 in the following years and in the following principal amounts and shall bear interest at the following per annum rates for all Warrants maturing in the year set opposite such rate:

<u>Year</u>	<u>Principal Amount Maturing</u>	<u>Interest Rate</u>
2019	\$145,000	1.250%
2022	175,000	1.400
2025	180,000	1.700
2028	190,000	2.000
2032	280,000	4.000
2033	340,000	4.000
2034	660,000	4.000
2035	685,000	4.000
2036	720,000	4.000
2037	745,000	4.000
2038	780,000	4.000
2043	4,300,000	3.250

(d) Interest on the Warrants shall be payable on March 1, 2017 and on each March 1 and September 1 thereafter.

(e) The principal of, premium (if any) and interest on the Warrants shall be payable as provided in the form thereof in lawful money of the United States of America without deduction for exchange, fees or expenses

(f) The Warrants are subject to redemption prior to maturity upon the circumstances, in the manner, on the dates, in the amounts and order, at the redemption prices and upon the notice as provided in this Ordinance and as set forth in the Warrants.

(g) The form of the Warrants and the authentication and registration certificates and the assignments appertaining thereto shall be substantially as follows, with appropriate changes, variations and insertions as provided herein; provided that for the purpose of printing the Warrants the face of the Warrants need not include the entire text so long as the paragraphs not appearing on the face of the printed Warrant appear on the reverse side thereof:

UNITED STATES OF AMERICA
STATE OF ALABAMA

CITY OF ANNISTON, ALABAMA
GENERAL OBLIGATION WARRANTS
SERIES 2016

No. R _____

DATED DATE:	MATURITY DATE:	INTEREST RATE:	CUSIP:
October 28, 2016	March 1, 20__		

The **CITY OF ANNISTON**, a municipal corporation organized and existing under and by virtue of the laws of the State of Alabama (the "City"), for value received, hereby acknowledges itself indebted to

CEDE & Co.

or registered assigns in the principal amount of

_____ DOLLARS
(\$ _____)

and hereby orders and directs the Finance Director of the City to pay to said payee or registered assigns, solely from the Warrant Fund hereinafter designated, said principal amount on the Maturity Date specified above, and to pay to said payee or registered assigns from said Warrant Fund interest on said principal amount from the date hereof at the Interest Rate per annum specified above, computed on the basis of a 360-day year of 12 consecutive 30-day months, payable on March 1, 2017 and on March 1 and September 1 in each year thereafter.

Authority for Issuance; Source of Payment and Security; Reference to Ordinance

This warrant is one of a duly authorized issue of \$9,200,000 General Obligation Warrants, Series 2016 (the "Warrants"), issued pursuant to the authority of the Constitution and laws of the state of Alabama and an ordinance and proceedings of the City duly held, passed and conducted (the "Ordinance").

Capitalized terms used herein without definition shall have the respective meanings assigned thereto in the Ordinance.

The indebtedness evidenced by the Warrants is a general obligation of the City and the full faith and credit of the City are hereby sacredly and irrevocably pledged to the punctual payment of the principal thereof and interest thereon.

The Warrants shall never constitute an indebtedness, pecuniary liability, or charge against the general credit or taxing power, of the State of Alabama or any political subdivision thereof except the City.

Reference is hereby made to the Ordinance, copies of which are on file at the Principal Office of the Paying Agent, for a description of the nature and extent of the security afforded by the Ordinance, the rights and duties of the City and the Paying Agent with respect thereto, and the terms and conditions upon which the purchase, transfer and exchange of beneficial ownership interests in the Warrants are to be made by means of the Book-Entry System administered by the Securities Depository, to and by all of which terms, conditions and provisions of the Ordinance the owner of any beneficial interest in this warrant, by the acquisition hereof, hereby assents and agrees to be bound.

Payment; Warrant Fund

The principal of and interest on the Warrants shall be payable in lawful money of the United States of America, without deduction for exchange, fees or expenses, by the City through the Paying Agent.

During a period in which the Book-Entry System is not in effect for the Warrants: (1) payment of interest on the Warrants shall be made by check or draft mailed by the Paying Agent to the Holders in whose names the Warrants are registered in the Warrant Register maintained by the Paying Agent at close of business on the Regular Record Date (such payments to be deemed timely made if so mailed on the Interest Payment Date or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date); (2) payment of the principal of (and premium, if any, on) the Warrants shall be made to the Holders only upon surrender of the Warrants at the Principal Office of the Paying Agent; and (3) all such payments of principal of, premium (if any) and interest on the Warrants on behalf of the City or the Paying Agent shall be valid and effectual to satisfy and discharge the liability of the City and the Paying Agent to the extent of the amounts so paid.

During a period in which the Book-Entry System is in effect for the Warrants: (1) payments of principal, interest, and redemption premium, if any, with respect to the Warrants will be paid by the Paying Agent directly to the Securities Depository, or the Securities Depository Nominee, as Holder; provided, that payment of the principal of (and premium, if any, on) such Warrants due at final maturity or upon redemption in whole of any of such Warrants shall be made only upon surrender thereof at the Principal Office of the Paying Agent; (2) the Securities Depository and the Direct Participants and the Indirect Participants shall be responsible for the disbursement of such payments to the Beneficial Owners; and (3) all such payments to the Securities Depository or the Securities Depository Nominee, as Holder, of principal of, premium (if any) and interest on such Warrants on behalf of the City or the Paying Agent shall be valid and effectual to satisfy and discharge the liability of the City and the Paying Agent to the extent of the amounts so paid, and the City and the Paying Agent shall not be responsible or liable for payment to any Beneficial Owner by the Securities Depository or by any Direct Participant or by any Indirect Participant, or for sending transaction statements or for

maintaining, supervising or reviewing records maintained by the Securities Depository or Direct Participants or Indirect Direct Participants.

If any payment on the Warrants is due on a day which is not a Business Day, such payment shall be made on the first succeeding day which is a Business Day with the same effect as if made on the day such payment was due.

The City, the Paying Agent and any agent of the City or the Paying Agent may treat the person in whose name any Warrant is registered as the owner of such Warrant for the purpose of receiving payment of principal of, premium (if any) and interest on such Warrant and for all other purposes whatsoever whether or not such Warrant be overdue, and, to the extent permitted by law, neither the City, the Paying Agent nor any such agent shall be affected by notice to the contrary.

The City has established in the Ordinance a special fund designated "Warrant Fund" (the "Warrant Fund") for the payment of the principal of and interest on the Warrants and has obligated itself to pay or cause to be paid into the Warrant Fund, from the revenues or funds of the City, sums sufficient to provide for the payment of the principal of and interest on the Warrants as the same shall become due and payable.

Redemption

Optional Redemption

The Warrants having a stated maturity on and after March 1, 2028 will be subject to prior redemption at the option and direction of the City, as a whole or in part in integral multiples of \$5,000, on September 1, 2026 or on any date thereafter, in such order and amounts of maturity or maturities as the City may determine and by lot within a maturity, at a redemption price for each Warrant redeemed equal to the principal amount thereof to be redeemed, plus accrued interest to (but not including) the redemption date, without premium or penalty.

Mandatory Redemption

The Warrants having a stated maturity on March 1, 2019 (the "2019 Term Warrants") are subject to scheduled mandatory redemption, by lot, on March 1 in each of the years and in the aggregate principal amounts set forth below (subject to a credit for the principal amount of the 2019 Term Warrants then cancelled or redeemed and not previously claimed as a credit), at a redemption price for each 2019 Term Warrant to be redeemed equal to the principal amount thereof, plus accrued interest thereon to the redemption date, without premium or penalty:

<u>Year</u>	<u>Principal Amount to Be Mandatorily Redeemed</u>
2017	\$35,000
2018	55,000

\$55,000 principal amount of the 2019 Term Warrants is scheduled to be retired at maturity (March 1, 2019).

The Warrants having a stated maturity on March 1, 2022 (the "2022 Term Warrants") are subject to scheduled mandatory redemption, by lot, on March 1 in each of the years and in the aggregate principal amounts set forth below (subject to a credit for the principal amount of the 2022 Term Warrants then cancelled or redeemed and not previously claimed as a credit), at a redemption price for each 2022 Term Warrant to be redeemed equal to the principal amount thereof, plus accrued interest thereon to the redemption date, without premium or penalty:

<u>Year</u>	<u>Principal Amount to Be Mandatorily Redeemed</u>
2020	\$55,000
2021	60,000

\$60,000 principal amount of the 2022 Term Warrants is scheduled to be retired at maturity (March 1, 2022).

The Warrants having a stated maturity on March 1, 2025 (the "2025 Term Warrants") are subject to scheduled mandatory redemption, by lot, on March 1 in each of the years and in the aggregate principal amounts set forth below (subject to a credit for the principal amount of the 2025 Term Warrants then cancelled or redeemed and not previously claimed as a credit), at a redemption price for each 2025 Term Warrant to be redeemed equal to the principal amount thereof, plus accrued interest thereon to the redemption date, without premium or penalty:

<u>Year</u>	<u>Principal Amount to Be Mandatorily Redeemed</u>
2023	\$60,000
2024	60,000

\$60,000 principal amount of the 2025 Term Warrants is scheduled to be retired at maturity (March 1, 2025).

The Warrants having a stated maturity on March 1, 2028 (the "2028 Term Warrants") are subject to scheduled mandatory redemption, by lot, on March 1 in each of the years and in the aggregate principal amounts set forth below (subject to a credit for the principal amount of the 2028 Term Warrants then cancelled or redeemed and not previously claimed as a credit), at a redemption price for each 2028 Term Warrant to be redeemed equal to the principal amount thereof, plus accrued interest thereon to the redemption date, without premium or penalty:

<u>Year</u>	<u>Principal Amount to Be Mandatorily Redeemed</u>
2026	\$60,000
2027	65,000

\$65,000 principal amount of the 2028 Term Warrants is scheduled to be retired at maturity (March 1, 2028).

The Warrants having a stated maturity on March 1, 2032 (the "2032 Term Warrants") are subject to scheduled mandatory redemption, by lot, on March 1 in each of the years and in the aggregate principal amounts set forth below (subject to a credit for the principal amount of the 2032 Term Warrants then cancelled or redeemed and not previously claimed as a credit), at a redemption price for each 2032 Term Warrant to be redeemed equal to the principal amount thereof, plus accrued interest thereon to the redemption date, without premium or penalty:

<u>Year</u>	<u>Principal Amount to Be Mandatorily Redeemed</u>
2029	\$65,000
2030	70,000
2031	70,000

\$75,000 principal amount of the 2032 Term Warrants is scheduled to be retired at maturity (March 1, 2032).

The Warrants having a stated maturity on March 1, 2043 (the "2043 Term Warrants") are subject to scheduled mandatory redemption, by lot, on March 1 in each of the years and in the aggregate principal amounts set forth below (subject to a credit for the principal amount of the 2043 Term Warrants then cancelled or redeemed and not previously claimed as a credit), at a redemption price for each 2043 Term Warrant to be redeemed equal to the principal amount thereof, plus accrued interest thereon to the redemption date, without premium or penalty:

<u>Year</u>	<u>Principal Amount to Be Mandatorily Redeemed</u>
2039	\$805,000
2040	830,000
2041	855,000
2042	890,000

\$920,000 principal amount of the 2043 Term Warrants is scheduled to be retired at maturity (March 1, 2043).

General

Warrants to be redeemed shall be selected by the Securities Depository or Paying Agent as provided in the Ordinance, and redemption thereof shall be effected in the manner, upon the notice, and on the terms and conditions provided in the Ordinance.

Notice meeting the requirements of the Ordinance of the intended redemption of any Warrants shall be given by the Paying Agent to the Holder of each Warrant, all or a portion of the principal of which is to be redeemed, not less than 30 days prior to the proposed redemption date, by United States registered or certified mail (first class, postage prepaid), or, if the Securities Depository or Securities Depository Nominee is the Holder, at the times and in the manner as provided in the Letter of Representation, at the address of such Holder appearing in the Warrant Register; provided, however, any Holder may waive the requirement of notice as to the redemption (in whole or in part) of the Warrant or Warrants thereof.

Warrants (or portions thereof) for the redemption and payment of which provision has been made and notice thereof given all in accordance with the Ordinance shall thereupon cease to be entitled to the benefits of the Ordinance and shall cease to bear interest from and after the date fixed for redemption unless default shall be made in the payment of the redemption price.

Warrants Payable on Redemption Date; Interest to Cease to Accrue after Redemption Date

Notice of redemption having been given as aforesaid, the Warrants to be redeemed will, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Warrants will cease to bear interest. Installments of interest due prior to the redemption date will be paid to the registered holders of the Warrants on the relevant record dates.

Registration, Transfer, Exchange; Book Entry System

The Warrants are initially issued in Authorized Denominations pursuant to the Book-Entry System to be administered by the Securities Depository and registered in the name of and held by the Securities Depository Nominee. During the period in which the Securities Depository Nominee is the registered owner of the Warrants, purchases and transfers of ownership of beneficial interests in the Warrants will be evidenced by book-entry only, as more particularly provided in the Ordinance.

The Securities Depository may discontinue providing its services as depository with respect to the Warrants at any time by giving reasonable notice to the City or the Paying Agent.

In the event the Book-Entry System for the Warrants is discontinued, Warrants in certificated form in Authorized Denominations will be physically distributed to the owners of beneficial interests in the Warrants, the Warrants will be registered in the names of the owners thereof on the registration books of the Paying Agent pertaining thereto, and the following provisions with respect to registration, transfer and exchange of the Warrants by the registered owners thereof shall apply, subject to the further conditions set forth in the Ordinance with respect thereto:

(a) The Warrants may be transferred by the registered owner in person or by authorized attorney, only on the Warrant Register maintained by the Paying Agent and only upon surrender of the Warrant to the Paying Agent for cancellation with a written instrument of transfer acceptable to the Paying Agent executed by the registered owner or his duly authorized attorney, and upon any such transfer, a new Warrant of like tenor shall be issued to the transferee in exchange therefor.

(b) The registered owner of any Warrant in a face amount of more than the smallest Authorized Denomination may surrender the same in exchange for more than one Warrant, each in the principal amount which is an integral multiple of an Authorized Denomination, having the same year of maturity as the Warrant so surrendered and the same aggregate principal amount. The registered owner of two or more Warrants having the same principal maturity may surrender the same in exchange for a single Warrant in the aggregate principal amount of the Warrants so surrendered.

(c) The Paying Agent shall not be required to transfer or exchange any Warrant during the period from the Regular Record Date and the then next succeeding Interest Payment Date; and in the event that any Warrant (or any part thereof) is duly called for redemption, the Paying Agent shall not be required to register or transfer any such Warrant during the period of forty-five (45) days next preceding the date fixed for such redemption. No charge shall be made for the privilege of transfer or exchange, but the registered owner of any Warrant requesting any such transfer or exchange shall pay any tax or other governmental charge required to be paid with respect thereto. The registered owner of any Warrant will be required to pay any expenses incurred in connection with the replacement of a mutilated, lost, stolen or destroyed Warrant.

The Ordinance provides that each registered owner of the Warrants, by receiving or accepting the Warrant, consents and agrees and is estopped to deny that, insofar as the City and the Paying Agent are concerned, the Warrant may be transferred only in accordance with the provisions of the Ordinance.

General

No covenant or agreement contained in this warrant or in the Ordinance shall be deemed to be a covenant or agreement of any officer, agent, employee, or member of the governing body of the City or of the Paying Agent in its individual capacity and none of such parties or persons nor any officer executing this warrant shall be liable personally on this warrant or be subject to any personal liability or accountability by reason of the issuance of this warrant.

This warrant shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration inscribed hereon shall have been executed by the Paying Agent by the manual signature of one of its authorized officers.

It is hereby recited, certified and declared 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 acts, conditions and things required by the Constitution and laws of the State of Alabama to happen, exist and be performed precedent to and in the authorization, execution, registration and issuance of this warrant and the adoption of the Ordinance, have happened, do exist and have been performed in due time, form and manner as so required by law and that the principal amount of this warrant, together with all other indebtedness of the City, are within every debt and other limit prescribed by the Constitution and laws of the State of Alabama.

IN WITNESS WHEREOF, the City, acting by and through the City Council of the City as the governing body thereof, has caused this warrant to be executed in its name and on its behalf by the Councilmember at Large (Mayor) of the City, has caused its corporate seal to be affixed hereto and the same attested by the Finance Director of the City, and has caused this warrant to be dated the date and year specified above.

CITY OF ANNISTON, ALABAMA

By: _____
Councilmember at Large (Mayor)

S E A L

Attest: _____
City Clerk

REGISTRATION CERTIFICATE

The undersigned hereby certifies that this Warrant has been duly registered as a claim against the City of Anniston, in the State of Alabama, and the Warrant Fund referred to herein.

Finance Director of the
City of Anniston, Alabama

AUTHENTICATION AND REGISTRATION DATE: OCTOBER 28, 2016

**CERTIFICATE OF AUTHENTICATION
AND REGISTRATION**

This warrant is hereby authenticated and has been registered by the City of Anniston, Alabama on the registration books maintained with the Paying Agent in the name of the above registered owner on the Authentication and Registration Date noted above.

REGIONS BANK

By _____
Its Authorized Officer

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 Paying Agent.

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)

* Signature(s) must be guaranteed by an eligible guarantor institution which is a member of the 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).

Notice By Securities Depository

Unless the within Warrant is presented by an authorized representative of the Securities Depository (as defined in the Ordinance referenced in the within Warrant), to the City or its agent for registration of transfer, exchange, or payment, and any Warrant issued is registered in the name of the Securities Depository or the Securities Depository Nominee (as defined in the Ordinance referenced in the within Warrant), as the case may be, or in such other name as is requested by an authorized representative of the Securities Depository (and any payment is made to the Securities Depository or the Securities Depository Nominee or to such other entity as is requested by an authorized representative of the Securities Depository), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, the Securities Depository or Securities Depository Nominee, as the case may be, has an interest herein.

Section 3.02 Registration of Warrants

(a) The City shall cause to be kept at the Principal Office of the Paying Agent a register (the “Warrant Register”) in which, subject to such reasonable regulations as it may prescribe, the City shall provide for the registration of Warrants and registration of transfers of Warrants entitled to be registered or transferred as herein provided.

(b) The Paying Agent is hereby appointed “Warrant Registrar” for the purpose of registering Warrants and transfers of Warrants as herein provided.

Section 3.03 Execution, Authentication and Delivery of Warrants

(a) The Warrants shall be executed in the name of and on behalf of the City by signature of the Councilmember at Large (Mayor), shall be sealed with the seal of the City imprinted thereon, and said seal and said Warrants shall be attested by the City Clerk of the City. The Warrants shall be registered by the Finance Director of the City as a claim against the City and the Warrant Fund. The Councilmember at Large (Mayor), the City Clerk and the Finance Director of the City are hereby authorized and directed to so execute, attest and register the Warrants as provided above. All Warrants bearing the signature of officers in office on the date of signing thereof shall be valid and binding obligations, notwithstanding that before the delivery and payment therefor, such officers whose signatures appear thereon shall have ceased to be officers of the City.

(b) The Paying Agent is hereby directed to execute the Authentication and Registration Certificate appearing on each Warrant.

(c) No Warrant issued hereunder shall be the valid and binding obligation of the City unless said Authentication and Registration Certificate shall have been executed as provided herein.

Section 3.04 Book-Entry System

(a) The Warrants shall be issued pursuant to a Book-Entry System administered by the Securities Depository with no physical distribution of any Warrant to any Person. One Warrant for each maturity will be issued, registered in the name of the Securities Depository Nominee, and immobilized in the custody of the Securities Depository. Beneficial ownership interests in Warrants held by the Securities Depository may be purchased by or through Direct Participants. The holders of these beneficial ownership interests in such Warrants are referred to as the “Beneficial Owners”. The Beneficial Owners will not receive certificated warrants representing their beneficial ownership interests. Ownership of the interests in Warrants in Authorized Denominations will be evidenced on the records of the Securities Depository and the Direct Participants and Indirect Participants pursuant to rules and procedures established by the Securities Depository. During a period in which the Book-Entry System is in effect for the Warrants the City and the Paying Agent shall treat the Securities Depository or the Securities Depository Nominee as the only registered owner of such Warrants for all purposes under this Ordinance, including, without limitation, receipt of all principal of, premium (if any) and interest on the Warrants, receipt of notices, voting, and requesting or directing the Paying Agent or City to take or not to take, or consenting to, certain actions under this Ordinance. In the event the Securities Depository or the Securities Depository Nominee assigns its rights to consent or vote under this Ordinance to any Direct Participant or Indirect Participant, the City and the Paying Agent

shall treat such assignee or assignees as the only registered owner or owners of the Warrants for the purpose of exercising such rights so assigned.

(b) During a period in which the Book-Entry System is in effect for the Warrants, payments of principal, interest, and redemption premium, if any, with respect to such Warrants will be paid by the Paying Agent directly to the Securities Depository, or the Securities Depository Nominee, as Holder, and as provided in the Letter of Representation; provided, that payment of the principal of (and premium, if any, on) such Warrants due at final maturity or upon redemption in whole of any of such Warrants shall be made only upon surrender thereof at the Principal Office of the Paying Agent. The Securities Depository and the Direct Participants and the Indirect Participants shall be responsible for the disbursement of such payments to the Beneficial Owners. All such payments to the Securities Depository or the Securities Depository Nominee, as Holder, of principal of, premium (if any) and interest on such Warrants on behalf of the City or the Paying Agent shall be valid and effectual to satisfy and discharge the liability of the City and the Paying Agent to the extent of the amounts so paid, and the City and the Paying Agent shall not be responsible or liable for payment to any Beneficial Owner by the Securities Depository or by any Direct Participant or by any Indirect Participant, or for sending transaction statements or for maintaining, supervising or reviewing records maintained by the Securities Depository or Direct Participants or Indirect Direct Participants.

(c) Transfers of ownership interests in the Warrants by the Beneficial Owners thereof, and conveyance of notices and other communications by the Securities Depository to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners of the Warrants, will be governed by arrangements among the Securities Depository, Direct Participants, Indirect Participants and the Beneficial Owners, subject to any statutory and regulatory requirements as may be in effect from time to time. For every transfer and exchange of beneficial ownership in such Warrants, the Beneficial Owners may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

(d) Redemption notices respecting Warrants held by the Securities Depository shall be sent to the Securities Depository Nominee by the Paying Agent and redemption of Warrants shall be effected as provided in Article 4.

(e) The City may enter into a custody agreement with any bank or trust company serving as custodian (which may be the Paying Agent serving in the capacity of custodian) to provide for a Book-Entry System or similar method for the registration and transfer of the Warrants.

(f) During a period in which the Book-Entry System is in effect for the Warrants in accordance herewith, the provisions of this Ordinance and such Warrants shall be construed in accordance with the Letter of Representation and to give full effect to such Book-Entry System.

(g) The Beneficial Owners of all the Warrants, by their acquisition of any beneficial interest in a Warrant or Warrants, and the Securities Depository, the Securities Depository Nominee, and all Direct Participants and all Indirect Participants, severally agree that the City and the Paying Agent shall not have any responsibility or obligation to any Direct Participant or any Indirect Participant or any Beneficial Owner with respect to (1) the accuracy of any records maintained by the Securities Depository or any Direct Participant or any Indirect Participant; (2) the payment by the Securities Depository or any Direct Participant or any Indirect Participant of any amount due to any Beneficial Owner in respect of the principal of, premium (if any) and interest on the Warrants; (3) the delivery or timeliness of delivery by the Securities Depository or any Direct Participant or any Indirect Participant of any notice due to any Beneficial Owner which is required or permitted under the terms of this Ordinance to be given to Beneficial Owners; or (4) any consent given or other action taken by the Securities Depository, or the Securities Depository Nominee, as owner.

Section 3.05 Discontinuation of Book-Entry System; Registration, Transfer, and Exchange of Warrants; Replacement of Mutilated, Lost, Destroyed or Stolen Warrants

(a) The Securities Depository may determine to discontinue the Book-Entry System with respect to the Warrants at any time upon notice to the City and the Paying Agent and upon discharge of its responsibilities with respect thereto under applicable law. Upon such notice and compliance with law the Book-Entry System for the Warrants will be discontinued unless a successor securities depository is appointed by the City.

(b) In the event the Book-Entry System for the Warrants is discontinued, Warrants in certificated form in Authorized Denominations will be physically distributed to the Beneficial Owners thereof and such Warrants will be registered in the names of the owners thereof on the Warrant Register, the Paying Agent will make payments of principal of, premium (if any) and interest on such Warrants to the registered owners thereof as provided in the Warrants and this Ordinance, and the following provisions with respect to registration, transfer and exchange of such Warrants by the registered owners thereof shall apply:

(1) Upon surrender for transfer of any Warrant at the Principal Office of the Warrant Registrar, the City shall execute, and the Paying Agent shall authenticate, register and deliver, in the name of the designated transferee or transferees, one or more new Warrants, of any Authorized Denominations and in a principal amount equal to the unpaid or unredeemed portion of the principal of the Warrant so presented.

(2) If and to the extent so provided with respect to the Warrants, at the option of the Holder, Warrants may be exchanged for other Warrants in Authorized Denominations and of a like aggregate principal amount, upon surrender of the Warrants to be exchanged at the Principal Office of the Warrant Registrar. Whenever any Warrants are so surrendered for exchange, the City shall execute, and the Paying Agent shall authenticate, register and deliver, the Warrants which the Holder making the exchange is entitled to receive.

(3) All Warrants surrendered upon any exchange or transfer provided for in this Ordinance shall be cancelled as provided in Section 3.07.

(4) All Warrants issued upon any transfer or exchange of Warrants shall be the valid obligations of the City and be entitled to the same security and benefits under this Ordinance as the Warrants surrendered upon such transfer or exchange.

(5) Every Warrant presented or surrendered for transfer or exchange shall (if so required by the City or the Warrant Registrar) be duly endorsed or be accompanied by a written instrument of transfer in form satisfactory to the City and the Warrant Registrar duly executed by the Holder thereof or his attorney duly authorized in writing.

(6) No charge shall be made to the Holder for any transfer or exchange of Warrants, but the City may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Warrants.

(7) The Paying Agent shall not be required to transfer or exchange any Warrant during the period between the Regular Record Date and the then next succeeding interest payment date; and, in the event that any Warrant (or any part thereof) is duly called for redemption, the Paying Agent shall not be required to transfer or exchange any such Warrant during the period of forty-five (45) days next preceding the date fixed for such redemption.

(8) If (i) any mutilated Warrant is surrendered to the Paying Agent, or the City and the Paying Agent receive evidence to their satisfaction of the destruction, loss or theft of any Warrant, and (ii) there is delivered to the City and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the City or the Paying Agent that such Warrant has been acquired by a bona fide purchaser, the City shall execute and the Paying Agent shall authenticate, register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Warrant, a new Warrant of like tenor and principal amount, bearing a number not contemporaneously outstanding.

(9) Upon the issuance of any new Warrant under this Section, the City may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith.

(10) Every new Warrant issued pursuant to this Section in lieu of any destroyed, lost or stolen Warrant shall constitute an original additional contractual obligation of the City, whether or not the destroyed, lost or stolen Warrant shall be at any time enforceable by anyone.

(11) The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Warrants

Section 3.06 Payment of Warrants; Payment Dates; Persons Deemed Owners

(a) The principal of, premium (if any) and interest on the Warrants shall be payable at the Principal Office of the Paying Agent and as provided in this Ordinance and in the Warrants; provided, the final principal payment on such Warrants shall be payable only upon presentation thereof at the Principal Office of the Paying Agent.

(b) If any payment on the Warrants is due on a day which is not a Business Day, such payment shall be made on the first succeeding day which is a Business Day with the same effect as if made on the day such payment was due.

(c) The City, the Paying Agent and any agent of the City or the Paying Agent may treat the Person in whose name any Warrant is registered as the owner of such Warrant for the purpose of receiving payment of principal of, premium (if any) and interest on such Warrant and for all other purposes whatsoever whether or not such Warrant be overdue, and, to the extent permitted by law, neither the City, the Paying Agent nor any such agent shall be affected by notice to the contrary.

Section 3.07 Cancellation of Surrendered Warrants

All Warrants surrendered for payment, redemption, transfer or exchange, shall be promptly cancelled by the Paying Agent. No Warrant shall be authenticated in lieu of or in exchange for any Warrant cancelled as provided in this Section, except as expressly provided by this Ordinance. All cancelled Warrants held by the Paying Agent shall be destroyed and certificates thereof, if requested, furnished to the City.

Section 3.08 Application of Proceeds of Warrants

The net proceeds of the Warrants of \$9,529,351.90 (\$9,200,000.00 plus net original issue premium of \$398,351.90 and less underwriting discount of \$69,000.00) shall be applied as follows on the date of issuance of the Warrants:

(1) the amount of \$8,837,597.88 shall be delivered to Regions Bank, as escrow trustee, for the payment and retirement of the Refunded Bonds pursuant to the Refunding Trust Agreement; and

(2) the amount of \$65,000.00 shall be transferred to the Paying Agent and applied to the payment of issuance expenses pursuant to the Closing Statement distributed with regard to the Warrants; any balance remaining on November 30, 2016 shall be transferred to the Series 2016 Project Fund; and

(3) the amount of \$626,754.02 shall be deposited in the Series 2016 Project Fund and applied to the costs of the acquisition, construction and installation of the Series 2016 Improvements and any remaining issuance expenses.

Section 3.09 Refunding and Redemption of Refunded Bonds

(a) The City does hereby direct the Authority to call for redemption the Refunded Bonds of the City on March 1, 2021 at a redemption price equal to 100% of the principal amount thereof plus interest accrued thereon to the redemption date.

(b) The City does hereby consent to the redemption of the Refunded Bonds.

(c) The City Clerk of the City is authorized and directed to deliver a certified copy of this Ordinance to the Series 2011 Trustee who is authorized to rely thereupon for all purposes hereof.

Section 3.10 Series 2016 Project Fund

(a) On or prior to closing, the City will establish with the Paying Agent a fund that shall be designated the “General Obligation Warrants, Series 2016, Project Fund” (herein called the “Series 2016 Project Fund”). A deposit to the Series 2016 Project Fund is to be made pursuant to Section 3.08.

(b) The money in the Series 2016 Project Fund shall be paid out by the Paying Agent from time to time for the purpose of paying (i) the issuance expenses incurred in connection with the Series 2016 Warrants and (ii) the costs of the acquisition, construction and installation of the Series 2016 Improvements pursuant to the form of requisition attached hereto as Appendix A which shall be executed by an Authorized City Representative. The City hereby covenants and agrees that (i) the items for which payment is requested will not be items for which any previous request for payment will have been made, (ii) the purpose for which such payment is to be made will be one for which Series 2016 Project Fund money is authorized to be paid under this ordinance, and (iii) such payment will not cause or result in the violation of any covenant contained in the Tax Certificate and Agreement or any applicable provision of law.

(c) Whenever an Authorized City Representative shall have filed with the Paying Agent a certificate stating (i) that acquisition, construction and installation of the Series 2016 Improvements has been completed in accordance with the plans and specifications previously approved by the City and (ii) that all issuance expenses have been paid in full, any money then remaining in the Series 2016 Project Fund shall be deposited in the Series 2016 Warrant Fund and applied for payment of the principal of the Warrants due on the next succeeding March 1st.

Section 3.11 Investment of and Security For Special Funds

(a) Money in the Special Funds shall be invested by the Paying Agent at the written direction of the City in Qualified Investments. Investments shall be made so that a sufficient principal amount shall mature or be redeemable at the option of the holder on or prior to the date or dates the City and the Paying Agent anticipate that money from the fund invested will be required hereunder. The Paying Agent shall not be liable or responsible for any loss resulting from any such investment if made in compliance herewith.

(b) All income derived from the investment of money on deposit in the Special Funds shall remain therein and be credited against the next ensuing deposit specified therefor, and all losses resulting from liquidation of investments in the Special Funds shall be charged thereto and added to the next ensuing deposit specified therefor.

(c) The moneys at any time on deposit in the Special Funds shall be and at all times remain public funds impressed with a trust for the purpose for which said fund was created. The Paying Agent shall at all times keep the moneys on deposit in the Special Funds continuously secured for the benefit of the City and the Holders, either (1) by holding on deposit as collateral security Federal Securities or other marketable securities eligible as security for the deposit of public trust funds under regulations of the Comptroller of the Currency, United States Treasury, having a market value at any date of calculation (exclusive of accrued interest) not less than the amount of moneys on deposit in the fund being secured, or (2) if the furnishing of security in the manner provided in (1) above is not permitted by the then applicable law and regulations, then in such other manner as may be required or permitted by the then applicable state and federal laws and regulations respecting the security for, or granting a preference in the case of, the deposit of public trust funds; provided, however, that it shall not be necessary for the Paying Agent to secure any portion of the moneys on deposit in any such fund that may be insured by the Federal Deposit Insurance Corporation or by any agency of the United States of America that may succeed to its functions, or to secure any portion of the moneys that are invested as herein provided.

Section 3.13 Amendment of Description of Series 2016 Improvements or Uses of Series 2016 Warrant Proceeds

The City may amend or change the description of the Series 2016 Improvements or the uses of Warrant proceeds contained in this ordinance, provided that: (1) the governing body of the City adopts a resolution or ordinance setting forth such amendment or change, (2) the uses, as so amended or changed, are eligible for financing with proceeds of warrants issued pursuant to the Enabling Law, (3) such amendment or change will not cause the amount of the Warrants chargeable against the City's constitutional limitation on indebtedness to increase, and (4) the City delivers to the Paying Agent a Favorable Tax Opinion.

ARTICLE 4

Redemption of Warrants

Section 4.01 General Applicability of Article

The Warrants shall be subject to redemption in accordance with their terms and in accordance with this Article.

Section 4.02 Election to Redeem; Notice to Paying Agent

The election of the City to exercise any right of optional redemption shall be given by written notice to the Paying Agent not less than 45 days prior to the proposed redemption date. In case of any redemption at the option of the City of less than all of the principal amount of the Outstanding Warrants, the City shall, at least 60 days prior to the date fixed by the City for redemption of Warrants (unless a shorter notice shall be satisfactory to the Paying Agent) notify the Paying Agent of such redemption date and of the principal amount of Warrants to be redeemed.

Section 4.03 Selection of Warrants to be Redeemed

(a) If less than all of the Outstanding Warrants are to be redeemed during a period in which the Book-Entry System is in effect for the Warrants, the City shall designate the order and amount of maturities of the Warrants (or portions thereof) to be redeemed not less than 45 nor more than 60 days prior to the redemption date from the Outstanding Warrants which have not previously been called for redemption, and, in accordance with the Letter of Representation, the Securities Depository may determine the amount of the interest of each Direct Participant in those Warrants to be redeemed, on the basis of the smallest Authorized Denomination of such Warrants, by lot or by such other method as the Securities Depository shall deem fair and appropriate.

(b) If less than all of the Outstanding Warrants are to be redeemed during a period in which the Book-Entry System is not in effect for the Warrants, the City shall designate the order and amount of maturities of the Warrants (or portions thereof) to be redeemed not less than 45 nor more than 60 days prior to the redemption date from the Outstanding Warrants which have not previously been called for redemption, on the basis of the smallest Authorized Denomination of such Warrants, and the Paying Agent shall select, by lot or by such method as the Paying Agent shall deem fair and appropriate, the order and amount of Warrants to be redeemed within a maturity.

(c) For all purposes of this Ordinance, unless the context otherwise requires, all provisions relating to the redemption of Warrants shall relate, in the case of any Warrant redeemed or to be redeemed only in part, to the portion of the principal of such Warrant which has been or is to be redeemed.

Section 4.04 Notice of Redemption

(a) Notice of any intended redemption shall be given by the Paying Agent to the Holder of each Warrant, all or a portion of the principal of which is to be redeemed, not less than 30 days prior to the proposed redemption date, by United States registered or certified mail (first class, postage prepaid), or, if the Securities Depository or Securities Depository Nominee is the Holder, at the times and in the manner as provided in the Letter of Representation, at the address of such Holder appearing in the Warrant Register; provided, however, any Holder may waive the requirement of notice as to the redemption (in whole or in part) of the Warrant or Warrants thereof. During a period in which the Book-Entry System is in effect, notice of any intended redemption may also be given to each Beneficial Owner, all or portion of the interest of which in such Warrants is to be redeemed, by the Direct Participants and, where appropriate, by the Indirect Participants, pursuant to arrangements among said parties, subject to statutory and regulatory requirements in effect from time to time; provided, however, any Beneficial Owner may waive the requirement of notice as to the redemption of the interest thereof in the Warrants.

(b) All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) the principal amount of Warrants to be redeemed, and, if less than all Outstanding Warrants are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Warrants to be redeemed,
- (4) that on the redemption date the redemption price of each of the Warrants to be redeemed will become due and payable and that the interest thereon shall cease to accrue from and after said date, and
- (5) the place or places where the Warrants to be redeemed are to be surrendered for payment of the redemption price.

Section 4.05 Payment of Redemption Price

Prior to any redemption date, the City shall deposit or cause to be deposited with the Paying Agent an amount of money sufficient to pay the redemption price of all the Warrants which are to be redeemed on that date. Such money shall be held in trust for the benefit of the persons entitled to such redemption price.

Section 4.06 Warrants Payable on Redemption Date

(a) Notice of redemption having been given as aforesaid, the Warrants so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the City shall default in the payment of the redemption price) such Warrants shall cease to bear interest. Upon presentation of any such Warrant for redemption, or compliance with the requirements of the Securities Depository with respect to redemption in part, in accordance with said notice such Warrant shall be paid by the City at the redemption price. Installments of interest due on or prior to the redemption date shall be payable to the Holders of the Warrants according to the terms of such Warrants and the provisions of this Ordinance.

(b) If any Warrant called for redemption shall not be so paid upon surrender thereof for redemption, the principal of the Warrant to be so redeemed shall, until paid, continue to bear interest from the redemption date at the rate prescribed in such Warrant.

Section 4.07 Warrants Redeemed in Part

(a) During a period in which the Book-Entry System is in effect for the Warrants, the recordation and evidence of any reduction in the aggregate principal amount of the Warrants as a result of the redemption of a portion thereof shall be made in accordance with the Letter of Representation and the rules and procedures of the Securities Depository with respect thereto from time to time in effect.

(b) During a period in which the Book-Entry System is not in effect for the Warrants, unless otherwise provided herein, any Warrant which is to be redeemed only in part shall be surrendered at the principal corporate trust office of the Paying Agent (with, if the City or the Paying Agent requires, due endorsement by, or a written instrument of assignment or transfer in form satisfactory to the City and the Paying Agent duly executed by the Holder thereof or his attorney duly authorized in writing) and the City shall execute and the Paying Agent shall authenticate and deliver to the Holder of such Warrant, without service charge, a new Warrant or Warrants of any Authorized Denomination as requested by such Holder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Warrant so surrendered.

ARTICLE 5

The Warrant Fund

(a) There is hereby established a special fund which shall be designated the "Warrant Fund". The Paying Agent shall be the depository, custodian and disbursing agent for the Warrant Fund. The money in the Warrant Fund shall be used only to pay principal of and interest on the Warrants as the same shall become due and payable.

(b) There shall be deposited in the Warrant Fund the following amounts on the following dates:

(1) Simultaneously with the delivery of the Warrants to the original purchaser thereof, the amount received as accrued interest on the Warrants, which amount shall be credited against the deposits required by paragraph (2) of this subsection until exhausted.

(2) On or before the twentieth day of each April and October in each year, an amount equal to the interest coming due on the Warrants on the next ensuing Interest Payment Date.

(3) On or before the twentieth day in October in each year, an amount equal to the principal maturing on the Warrants on the next ensuing principal payment date.

(4) All other money required to be deposited in the Warrant Fund pursuant to this Ordinance.

(c) The Paying Agent will deposit in the Warrant Fund all money received by the Paying Agent when accompanied by directions that such money is to be deposited in the Warrant Fund.

(d) The City and Paying Agent covenant and agree that (i) all money transferred to or deposited in the Warrant Fund shall be applied to the payment of principal of or interest on the Warrants within 13 months from the date of such transfer or deposit and (ii) all income and profits received from investment of money in the Warrant Fund shall be applied to the payment of principal of or interest on the Warrants within 12 months from the date of receipt of such income or profits.

(e) The City acknowledges that deposits and transfers to the Warrant Fund required by this Section have been calculated to provide amounts which will be sufficient to pay the principal of and interest on the Warrants as the same shall become due and payable. If on any principal or interest payment date the amount on deposit in the Warrant Fund is insufficient to pay the principal of and interest on the Warrants due and payable on such date, the City will forthwith pay any such deficiency into the Warrant Fund.

(f) The City hereby authorizes and directs the Paying Agent to withdraw sufficient money from the Warrant Fund to pay the principal of and interest on the Warrants as the same shall become due and payable, whether at maturity or otherwise.

(g) The City shall collect the revenues, income, taxes, assets and resources of the City and the City shall promptly deposit into the Warrant Fund from the aforesaid sources all amounts required to be deposited in the Warrant Fund at the times therefor.

ARTICLE 6

Special Covenants of the City

Section 6.01 Covenants With Respect to Federal Tax Exclusion for Interest; Designation of the Warrants Pursuant to Section 265 of the Code

(a) The City agrees that the Warrants are being sold on the basis that the interest payable on the Warrants is excludable from gross income of the registered owners thereof for federal income taxation under Section 103 of the Code.

(b) The City will observe, perform, and comply with all agreements, covenants and warranties made thereby in the Tax Certificate and Agreement.

(c) The City hereby further covenants and agrees with the registered owners of the Warrants that, to the extent permitted by law, it will not take any action, or omit to take any action, with respect to the Warrants that would cause the interest on the Warrants not to be and remain excludable from gross income pursuant to the provisions of the Code.

(d) The City hereby designates the Warrants as "qualified tax-exempt obligations" for the purposes of paragraph (3) of subsection (b) of Section 265 of the Code. The City does hereby represent that neither it nor its "subordinate entities" has issued in the aggregate more than \$10,000,000 of "qualified tax-exempt obligations" during this calendar year, and the City does hereby further represent that it reasonably anticipates that the amount of neither "qualified tax-exempt obligations" nor "tax-exempt obligations" which will be issued by the City or its "subordinate entities" during this calendar year will exceed \$10,000,000.

Section 6.02 Provision of Ordinance a Contract; Remedies

(a) The terms, provisions and conditions set forth in this Ordinance constitute a contract between the City and the registered owners of the Warrants and shall remain in effect until the principal of and interest on the Warrants shall have been paid in full as provided in Article 10.

(b) The City agrees (i) the registered owners of the Warrants shall have all rights and remedies for the enforcement of the Warrants and this Ordinance as may be provided by the laws of the State of Alabama, including particularly the Enabling Law, and (ii) the Finance Director of the City is subject to mandamus in the event such officer has money available for payment of principal of and interest on the Warrants and does not, as required by this Ordinance, deposit such money in the Warrant Fund, when and as required by Section 5.01 of this Ordinance in each Fiscal Year, and apply such proceeds (and investment earnings thereon) to the payment of the principal of and interest on the Warrants when and as the same become due and payable in each Fiscal Year in amounts sufficient for such purposes.

ARTICLE 7

Approval of Agreements

Section 7.01 Approval of Continuing Disclosure Agreement

(a) The Continuing Disclosure Agreement, in substantially the form and of substantially the content as the form of Continuing Disclosure Agreement presented to and considered by the City Council of the City, is hereby authorized, approved and adopted.

(b) The Councilmember at Large (Mayor) of the City is hereby authorized and directed to execute and deliver the Continuing Disclosure Agreement for and on behalf of and in the name of the City, with such changes or additions thereto or deletions therefrom as he may deem necessary or desirable and shall approve, which approval shall be conclusively evidenced by his executing the Continuing Disclosure Agreement as herein provided, and the City Clerk is hereby authorized and directed to affix to the Continuing Disclosure Agreement the seal of the City and to attest the same.

Section 7.02 Approval of Refunding Trust Agreement

The Refunding Trust Agreement, in substantially the form and of substantially the content as the form of Refunding Trust Agreement presented to and considered by the City, is hereby authorized, approved and adopted.

ARTICLE 8

The Paying Agent

Section 8.01 Designation of Paying Agent

The City does hereby designate and appoint Regions Bank as the depository for the Warrant Fund and as Paying Agent, Warrant Registrar and authenticating agent for and with respect to the Warrants.

Section 8.02 Duties of Paying Agent; Payments at Par

(a) The Paying Agent, by acceptance of its duties hereunder, shall have agreed thereby with the registered owners from time to time of the Warrants that it will make all remittances of principal of, premium (if any), and interest on the Warrants from money supplied by the City for such purpose in bankable funds at par and without discount or deduction for exchange, fees or expenses. The City hereby covenants and agrees with the registered owners of the Warrants and with the Paying Agent that it will pay all charges for exchange, fees or expenses which may be incurred by the Paying Agent in the making of remittances in bankable funds at par.

(b) The Paying Agent shall not be liable hereunder except for its noncompliance with the provisions hereof, its willful misconduct or its gross negligence.

(1) It may execute any of the powers conferred on it hereunder or perform any duty hereunder either directly or through agents and attorneys in fact who are not regularly in its employ and who are selected by it with reasonable care, but it shall be responsible for the observance by such agents and attorneys in fact of the terms and conditions hereof.

(2) It may consult with counsel on any matters connected herewith and shall not be answerable for any action taken or failure to take any action in good faith on the advice of counsel, provided that its action or inaction is not contrary to an express provision hereof.

(3) It need not recognize a Holder of a Warrant as such without the satisfactory establishment of his title to such warrant.

(4) It shall not be answerable for any action taken in good faith on any notice, request, consent, certificate or other paper or document which it believes to be genuine and signed or acknowledged by the proper party.

(5) It shall be entitled to reasonable compensation for its services hereunder, including extra compensation for unusual or extraordinary services.

(6) Any action taken by the Paying Agent at the request of and with the consent of the Holder of a Warrant will bind all subsequent Holders of the same Warrant and any warrants issued hereunder in lieu thereof.

(7) It may be the Holder of Warrants as if not Paying Agent hereunder.

(8) It shall not be liable for proper application of any moneys other than those that may be paid to or deposited with it.

(9) It shall not unreasonably withhold or delay any consent or approval required of it under the provisions of this Ordinance.

(10) All moneys received by the Paying Agent to be held by it hereunder shall be held as trust funds until disbursed in the manner herein provided therefor. The Paying Agent shall not be liable to pay or allow interest thereon or otherwise to invest any such moneys except as specifically required herein.

(11) It may make any investments permitted hereby through its own investment department or affiliated entity, and any Eligible Certificates issued or held by it hereunder shall be deemed investments and not deposits.

(12) It shall, upon reasonable request, advise the City of the amount at the time on deposit in any of the special funds herein created.

(13) The recitals of fact herein and in the Warrants are statements by the City and not by the Paying Agent, and the Paying Agent is in no way responsible for the validity or security of the Warrants, or the validity or enforceability of the Ordinance. The Paying Agent does, however, assume responsibility for its eligibility to accept and administer the duties created hereby, and it agrees and represents that it is duly authorized to accept and administer such duties and that the acceptance and administration by it of such duties do not violate or contravene, and are not void or voidable under, any applicable state or federal law now existing.

(14) The Paying Agent shall have no obligation to file financing statements or continuation statements.

(15) The Paying Agent's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Ordinance shall extend to the Paying Agent's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Paying Agent's right to compensation, shall survive the Paying Agent's resignation or removal, the discharge of this Ordinance, and final payment of the Warrants.

Section 8.03 Resignation and Removal; Appointment of Successor

(a) The Paying Agent may resign and be discharged of all duties imposed upon it as Paying Agent, Warrant Registrar and transfer agent by giving written notice of such resignation by certified or registered mail to the City at least 30 days prior to the date when such resignation shall take effect.

(b) If at any time the Paying Agent shall resign or be or become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Paying Agent or of its property shall be appointed or any public officer shall take charge or control of the Paying Agent or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then the City may remove the Paying Agent and the City shall promptly appoint a successor Paying Agent.

Section 8.04 Qualification of and Acceptance of Appointment by Successor

(a) Any successor Paying Agent shall be a bank or trust company authorized to act as Paying Agent and Warrant Registrar and having, at the time of its acceptance of such appointment, combined capital and surplus of at least \$50,000,000.

(b) Every successor Paying Agent appointed hereunder shall execute, acknowledge and deliver to the City and to the retiring Paying Agent an instrument accepting such appointment and thereupon the resignation or removal of the retiring Paying Agent shall become effective and such successor Paying Agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, and duties of the retiring Paying Agent.

Section 8.05 Merger or Consolidation

Any corporation into which the Paying Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Paying Agent shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Paying Agent, shall be the successor of the Paying Agent hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Warrants shall have been authenticated, but not delivered, by the Paying Agent then in office, any successor by merger or consolidation to such authenticating Paying Agent may adopt such authentication and deliver the Warrants so authenticated with the same effect as if such successor Paying Agent had itself authenticated such Warrants.

ARTICLE 9

Sale of Warrants; Official Statement

Section 9.01 Sale and Delivery of Warrants; Closing Papers

(a) The Warrants are hereby sold to Stifel, Nicolaus & Company, Incorporated, upon the payment to the City of the purchase price of \$9,529,351.90 (the principal amount thereof (\$9,200,000.00) less underwriter's discount of \$69,000.00 and plus net original issue premium of \$398,351.90). The City has determined that the sale of the Warrants to such purchaser on such terms is most advantageous to the City.

(b) The Warrant Purchase Agreement presented to this meeting is hereby approved and the Councilmember at Large (Mayor) and City Clerk are authorized to execute such Agreement. Any prior execution by the Councilmember at Large (Mayor) and City Clerk is hereby ratified and approved.

(c) The Warrants shall be delivered to such purchaser through The Depository Trust Company, New York, New York, upon the payment to the City of the aforesaid purchase price. The Councilmember at Large (Mayor) and the City Clerk, or either of them, are hereby authorized and directed to effect such delivery and in connection therewith to deliver such closing papers containing such representations as are required to demonstrate the legality and validity of the Warrants; the exclusion of the interest on the Warrants from the gross income of the Holders thereof for federal income taxation; the exemption of interest on the Warrants from State of Alabama income taxation; and the absence of pending or threatened litigation with respect to any of such matters. The City Clerk shall give a receipt to the purchaser for the purchase price paid, and such receipt shall be full acquittal to the purchaser and said purchaser shall not be required to see to, or be responsible for, the application of the proceeds of the Warrants. Nevertheless, the proceeds of the Warrants shall be held in trust and applied solely for the purposes specified in this Ordinance.

Section 9.02 Approval of Official Statement for the Warrants

(a) The Official Statement (the "Official Statement") with respect to the Warrants in substantially the form and of substantially the content as the Official Statement presented to and considered by the City, is hereby authorized, approved and adopted.

(b) The City does hereby find and determine that the Official Statement is true and correct and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(c) The City finds and determines that the Official Statement has been reviewed and completed in compliance with the City's Disclosure Controls and Procedures dated December 1, 2014.

(d) The Councilmember at Large (Mayor) of the City is hereby authorized to date the Official Statement the date of delivery thereof and to execute and deliver the Official Statement for and on behalf of and in the name of the City, with such changes or additions thereto or deletions therefrom as the Councilmember at Large (Mayor) may deem necessary or desirable in order to state fully and correctly the pertinent facts concerning the City and the Warrants.

(e) The Councilmember at Large (Mayor) of the City is authorized and directed to cause distribution of the Official Statement to be made to prospective purchasers of the Warrants.

ARTICLE 10

Payment of Warrants

(a) Warrants for the payment or redemption of which moneys shall have been set aside and held by the Paying Agent on the maturity or redemption date thereof shall be deemed to have been paid and no longer Outstanding under this Ordinance.

(b) Warrants shall, prior to the maturity or redemption date thereof, be deemed to have been paid and no longer Outstanding under this Ordinance if (1) in case any of said Warrants are to be redeemed on any date prior to their maturity, the City shall have given to the Paying Agent in form satisfactory to it irrevocable instructions to give and publish notice of redemption thereof on such date, (2) there shall have been deposited with the Paying Agent either moneys in an amount which shall be sufficient, or Federal Securities the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Paying Agent at the same time and available for such purpose, shall be sufficient, to pay when due the principal of, premium (if any) and interest due and to become due on said Warrants on and prior to the redemption date or maturity date thereof, as the case may be, and (3) in the event said Warrants are not by their terms subject to redemption or payment within the next succeeding 90 days, the City shall have given the Paying Agent in form satisfactory to it irrevocable instructions to mail a notice to the Holders thereof that the deposit required by clause (2) of this subsection has been made with the Paying Agent and that said Warrants are deemed to have been paid in accordance with this Section and no longer Outstanding under this Ordinance and stating such maturity or redemption date or dates upon which moneys are to be available for the payment of the principal of and premium (if any) on said Warrants.

(c) Neither Federal Securities nor moneys deposited with the Paying Agent pursuant to this Section nor principal nor interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or redemption price, if applicable, and interest on said Warrants; provided that any cash received from such principal or interest payments on such Federal Securities deposited with the Paying Agent, if not then needed for such purpose, shall, to the extent practicable, be reinvested, at the written direction of the City, in Federal Securities maturing at times and in amounts sufficient to pay when due the principal, premium (if any) and interest to become due on said Warrants on and prior to such redemption date or maturity date thereof, as the case may be.

(d) Any amounts remaining in the Warrant Fund after payment in full of the Warrants (or provision having been made therefor in accordance with this Article), and payment of the fees, charges and expenses of the Paying Agent and all other amounts required to be paid hereunder, shall be paid to the City.

Appendix A

Form of Requisition

CITY OF ANNISTON, ALABAMA

General Obligation Warrants, Series 2016

Requisition and Payment Request

To: Regions Bank,
as paying agent under the Warrant Ordinance
referenced below

No. _____

Capitalized terms used herein without definition shall have the respective meanings assigned thereto in the below-referenced Warrant Ordinance.

A requisition or payment request is hereby made to you, as Paying Agent of the Series 2016 Project Fund under Ordinance No. ____ duly adopted by the governing body of the City on October 17, 2016 (the "Warrant Ordinance"), for the payment of

\$_____ to

(Name of person, firm or corporation to whom payment is to be made)

: By Check - Address of Payee: _____

OR

: By Wire Transfer - Wiring Instructions: _____

The City agrees to pay all costs of the Paying Agent to wire any funds pursuant hereto.

The payment requested to be made by the foregoing request will be made for the following costs of the Project:

_____.

(describe costs of Project in reasonable detail)

The undersigned does hereby certify that the purpose for which such payment is to be made is one for which Series 2016 Project Fund moneys are authorized under the Warrant Ordinance to be expended, and such payment will not cause or result in the violation of any covenant contained in the Warrant Ordinance.

This _____ day of _____, _____.

CITY OF ANNISTON, ALABAMA

By _____

Its _____

PASSED and **ADOPTED** this ____ day of October, 2016.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

Vaughn M. Stewart II, Mayor

Jay W. Jenkins, Council Member

David E. Reddick, Council Member

Seyram Selase, Council Member

Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk

It was moved by Councilmember _____ that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance be given. The motion was seconded by Councilmember _____ and was unanimously carried, those voting aye being:

Ayes: Vaughn Stewart, Councilmember at Large (Mayor)
Jay Jenkins
David Reddick
Seyram Selase
Millie Harris

Nays: None

The Councilmember at Large (Mayor) declared the motion carried.

After said ordinance had been discussed and considered in full by the Council, it was moved by Councilmember _____ that said ordinance be now placed upon its final passage and adopted. The motion was seconded by Councilmember _____. The question being put as to the adoption of said motion and the final passage and adoption of said ordinance, the roll was called with the following results:

Ayes: Vaughn Stewart, Councilmember at Large (Mayor)
Jay Jenkins
David Reddick
Seyram Selase
Millie Harris

Nays: None

The Councilmember at Large (Mayor) thereupon declared said motion carried and the ordinance passed and adopted as introduced and read.

* * * *

There being no further business to come before the meeting, it was moved and seconded that the meeting be adjourned. Motion carried.

Approval of Minutes and Waiver of Notice

Each of the undersigned does hereby approve, and waive notice of, the date, time, place and purposes of the meeting of the City Council of the City of Anniston, Alabama recorded in the above and foregoing minutes thereof and does hereby approve the form and content of the above and foregoing minutes.

Councilmember at Large (Mayor)

Member of Council

Member of Council

Member of Council

Member of Council

SEAL

Attest: _____
City Clerk

STATE OF ALABAMA)
CALHOUN COUNTY)

CERTIFICATE OF CITY CLERK

I, the undersigned, do hereby certify that (1) I am the duly elected, qualified and acting City Clerk of the City of Anniston, Alabama (the "Municipality"); (2) as Clerk of the Municipality I have access to all original records of the Municipality and I am duly authorized to make certified copies of its records on its behalf; (3) the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a regular meeting of the City Council of the Municipality duly held on October 17, 2016, the original of which is on file and of record in the minute book of the City Council in my custody; (4) the ordinance set forth in such excerpts is a complete, verbatim and compared copy of such ordinance as introduced and adopted by the City Council on such date; and (5) said ordinance is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the Municipality and have affixed the official seal of the Municipality, this 28th day of October, 2016.

Clerk of the City of Anniston, Alabama

SEAL

RESOLUTIONS

RESOLUTION NO. 16-R -__

A RESOLUTION AUTHORIZING ACQUISITION OF REAL PROPERTY

WHEREAS the Council for the City of Anniston finds that the real estate located at 1031 Gurnee Avenue, Anniston, AL 36201, more particularly described below, is a historic and culturally significant property in that it was the location of the bus terminal where, on May 14, 1961, local mobs attacked the Congress of Racial Equality's Freedom Riders;

WHEREAS, the Council desires to acquire said property in order to establish a monument, park, museum or public cultural facility thereon so as to preserve and promote the historical, commemorative, and cultural value of the site and structures located thereon;

WHEREAS, the Council desires to assist the National Parks Service with the establishment of a national monument and/or national park on this historic property and, if accepted, to relinquish the property to the federal government for this purpose;

WHEREAS the Council finds that the acquisition of the property will serve a legitimate and sufficient public purpose, as will the relinquishment of the property to the federal government for the establishment of a national monument and/or national park thereon;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Anniston, Alabama as follows:

Section 1. The City Manager is hereby authorized to take any such actions that are necessary or convenient to accomplishing the City's acquisition of ownership of the real property located at 1031 Gurnee Avenue, Anniston, AL 36201 and more particularly described as follows:

Lot 18, in Block 132, as shown on the map or plat of Anniston City Land Company recorded in Plat Book A, Page 416A and 416B, in the Probate Office of Calhoun County, Alabama; situated, lying and being in Calhoun County, Alabama.

The property, as of October 1, 2015, is identified by the Revenue Commissioner of Calhoun County, Alabama as Parcel No. 21-03-07-1-001-024.000; PIN No. 18657.

The City Manager is authorized to acquire said property in accordance with the terms and conditions of the Real Estate Purchase and Sale Agreement by and between the City of Anniston, as the purchaser, and Vicki Worthy and the Estate of

Ben Howell, as the sellers, attached hereto as Exhibit A (referred to as the "Agreement").

Section 2. The City Council does hereby ratify, accept and authorize the execution and fulfillment of the Agreement. The City Manager is authorized to take all actions necessary or convenient to the fulfillment of the terms and conditions of the Agreement and the City's purchase and acquisition of the property identified therein.

Section 3. The City Council finds that the property is historically and culturally significant and that the City's acquisition of the property serves a valid and sufficient public purpose through the preservation and promotion the historical, commemorative, and cultural value of the site and structures located thereon.

PASSED AND ADOPTED this the ____ day of October, 2016.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

Vaughn M. Stewart II, Mayor

Jay W. Jenkins, Council Member

David E. Reddick, Council Member

Seyram Selase, Council Member

Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into by and between The City of Anniston, Alabama, a municipal corporation (the "Purchaser"), and Vicki Worthy and the Estate of Ben Howell, deceased (hereinafter, collectively, the "Seller") ("Purchaser" and "Seller" are hereinafter sometimes referred to individually or separately as a "Party" and collectively as the "Parties").

WITNESSETH:

For \$10.00 paid Seller by Purchaser, the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which consideration is hereby expressly acknowledged, Seller and Purchaser agree as follows:

1. Sale and Purchase. Subject to and in accordance with the terms of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the tract of land located at 1031 Gurnee Avenue, Anniston, Alabama, and more particularly described on Exhibit A, together with all rights, easements, interests, privileges, tenements and hereditaments appurtenant thereto and all improvements located thereon (collectively, the "Property").

2. Purchase Price; Relocation Credit. At the closing and consummation of the transaction contemplated by this Agreement (the "Closing"), Purchaser shall pay Seller the sum of Seventy Two Thousand and No/100 (\$72,000.00) Dollars for the Property (the "Purchase Price"), in immediately available funds, less the amount of any credits or adjustments provided for herein. In addition to the Purchase Price, Purchaser agrees to pay Seller Ten Thousand and No/100 (\$10,000.00) Dollars (the "Relocation Credit") at Closing which Seller may utilize, in the sole and absolute discretion of Seller, to facilitate the relocation of the Tenant under the Existing Lease (as identified and defined in Section 9).

3. Earnest Money. Within five (5) business days after the Effective Date (hereinafter defined in Section 28), Purchaser shall deposit the sum of Five Hundred and No/100 (\$500.00) Dollars with the law firm of Wilson, Dillon, Pumroy & James, LLC ("Escrow Agent"), which amount is referred to in this Agreement as the "Earnest Money". The Earnest Money shall be paid to Seller and credited against the Purchase Price at Closing. If this Agreement is terminated, the Earnest Money shall be disbursed in accordance with the applicable terms hereof.

4. Inspection.

(a) For purposes of this Agreement, the term "Inspection Period" shall mean and refer to the period commencing on the Effective Date and expiring on December 31, 2016.

(b) During the Inspection Period, Purchaser and its agents, employees, contractors and representatives shall have the right to enter upon the Property for purposes of conducting inspections, tests, surveys, geotechnical reviews, soil tests, borings, site planning, engineering, environmental assessments, feasibility studies and other similar activities (collectively, "Purchaser's Investigations"). Purchaser may terminate this Agreement for any reason, in its sole and absolute discretion, by giving written notice to Seller on or before the date the Inspection Period expires. If this Agreement is terminated during the Inspection Period pursuant to this Section 4, then the Earnest Money shall be immediately refunded to Purchaser. Purchaser agrees to repair any damage to the Property caused by Purchaser's exercise of its rights under this Section. In exercising its rights hereunder Purchaser agrees to conduct any inspections in compliance with the terms of the Existing Lease including, but not limited to, any mandatory advance notice to the Tenant. Further, Purchaser agrees, during the course of any

inspections permitted under this Agreement and the Existing Lease, not to unreasonably interfere with the business operations of the Tenant. Purchaser and its agents, employees, contractors and representatives shall not, during the course of Purchaser's Investigations, (i) remove any material quantities of soil or other materials from the Property without the prior written consent of Seller, or (ii) permanently damage the Property, the improvements thereon or any utility lines. Following any of Purchaser's Investigations with respect to the Property, Purchaser shall cause the Property to be restored, as close as is reasonably practical under the circumstances, to its condition prior to Purchaser's entry on the Property. Purchaser shall indemnify, defend and save Seller harmless from and against any and all damages, costs, injuries and liabilities to the Property and/or any persons, or property of any persons, or asserted against or suffered by Seller, which may occur by reason of any of Purchaser's Investigations, including attorneys' fees and costs of litigation. As a material part of the consideration for this Agreement, Purchaser agrees that Purchaser, through Purchaser's Investigations, will have an adequate opportunity to thoroughly inspect the Property during the Inspection Period. Purchaser acknowledges and agrees that should the transaction contemplated by this Agreement proceed to Closing that Purchaser will accept the Property in its then current "AS IS" condition.

5. Title and Survey. During the Inspection Period, Purchaser may obtain, at Purchaser's expense, (i) a commitment for an ALTA Owner's Policy (2006) showing the status of title to the Property (the "Commitment"), and (ii) a survey of the Property (the "Survey"). If Purchaser has any objections to the status of title to the Property (including, but not limited to, the exceptions and requirements set forth in the Commitment) or to matters shown on the Survey (collectively, "Title and Survey Objections"), Purchaser shall give Seller written notice of the same on or before the expiration of the Inspection Period. Seller agrees to use their best efforts to cure the Title and Survey Objections to Purchaser's satisfaction prior to Closing; provided, except as otherwise expressly provided herein, Seller shall not be required to incur any out-of-pocket costs to cure the Title and Survey Objections. Seller shall satisfy all of the requirements set forth on Schedule B, Section 1, of the Commitment at or prior to Closing. If Seller fails to cure any of the Title and Survey Objections to Purchaser's satisfaction, as determined by Purchaser in its sole and absolute discretion, by the date the Closing is scheduled to occur, then Purchaser may, (i) terminate this Agreement by giving written notice to Seller prior to Closing, in which case the Earnest Money shall be immediately refunded to Purchaser, or (ii) waive the uncured Title and Survey Objections. Nothing herein shall be deemed to modify or limit Seller's obligations under Section 6 below. At the Closing, Purchaser shall pay the cost of the Commitment and the premium for an Owner's Policy of Title Insurance (the "Title Policy") issued to Purchaser based on the Commitment. The coverage afforded by the Title Policy shall equal the Purchase Price, and the Title Policy shall contain such endorsements as Purchaser may reasonably require.

6. Representations and Warranties. As of the Effective Date and the Closing, Seller represents and warrants to Purchaser that: (i) Seller has all power and authority required for Seller to enter into this Agreement and perform its obligations hereunder; (ii) Seller's execution and performance of this Agreement does not conflict with or violate any governmental order, judgment, writ, enactment or decree or of any contract, agreement or other instrument; (iii) to Seller's knowledge, there are no pending or threatened lawsuits or similar proceedings that could have an adverse effect on the Property or Seller's ability to perform its obligations hereunder; (iv) to Seller's knowledge, there are no pending or threatened governmental actions or proceedings (including, but not limited to, eminent domain proceedings, zoning changes, plans to modify adjacent roads, reroute traffic or close a curb cut, or proposed assessments) that will affect the Property; (v) Seller has good and marketable fee simple title to the Property; (vi) to Seller's knowledge, there are no Hazardous Substances (as defined in Section 18) located on, under or about the Property in violation of applicable laws or in quantities that could require assessment, monitoring, clean-up or remediation under applicable laws; (vii) to Seller's knowledge, there are no cemeteries, burial grounds, matters of archeological significance, protected flora or fauna, special flood hazard areas (as defined by FEMA), flood prone areas, sinkholes or wetlands on the Property; (viii) to Seller's knowledge,

no trash, junk or debris (organic or inorganic) has been buried on the Property; (ix) to Seller's knowledge, the Property constitutes a distinct tract of land that has been lawfully subdivided from all other land and is assessed separately from all other land for purposes of taxes and assessments; (x) to Seller's knowledge, there are no leases, licenses or other agreements granting anyone the right to occupy the Property except for the Existing Lease defined in Section 9; (xi) Seller is not a party to any contracts or agreements related to the Property or the maintenance, management or leasing thereof, except this Agreement and the Existing Lease; (xii) to Seller's knowledge, there are no covenants, conditions, restrictions, agreements or other encumbrances affecting the Property for commercial or retail use; (xiii) to Seller's knowledge, there are no material inaccuracies or omissions in the information regarding the Property that Seller has furnished to Purchaser; and (xiv) Seller is not aware of any fact, event or circumstance that could have a material adverse effect on the Property. All of Seller's warranties and representations contained in this Agreement are limited to Seller's actual knowledge without independent inquiry and are true as of the Effective Date. Seller shall advise Purchaser of any change in said warranties and representations about which Seller receives actual notice prior to Closing.

7. Monetary Liens. At or prior to Closing, Seller shall cause any liens, monetary judgments, mortgages, security interests and other similar encumbrances affecting the Property (collectively "Monetary Liens") to be released and discharged, excluding the lien for ad valorem real property taxes levied against the Property with respect to the year of Closing and subsequent years that are not due and payable as of the Closing (the "Property Tax Lien"). In the event Seller fails to cause all Monetary Liens to be released and discharged by Closing, excluding the Property Tax Lien, Purchaser may, in addition to any of the other remedies available hereunder, take all actions necessary to cause such Monetary Liens to be released and discharged and offset the cost thereof against the Purchase Price.

8. Management and Cooperation. Between the Effective Date and the Closing, Seller shall not (i) cause or knowingly permit any waste or damage to occur to the Property, (ii) make any changes, alterations or additions to the Property without the prior consent of Purchaser unless such changes, alterations or additions are an obligation of the landlord under the Existing Lease, (iii) voluntarily enter into any covenant, condition, restriction, easement, lease or other agreement which affects or could affect the Property without the prior consent of Purchaser, or (iv) amend or modify the terms of the Existing Lease without Purchaser's prior written consent.

9. Existing Lease. Brian Henderson (the "Tenant") is in possession of the Property on a calendar month-to-month basis pursuant to a verbal agreement (the "Existing Lease") with Seller.

10. Conditions to Closing. Purchaser's obligation to purchase the Property from Seller is contingent upon all of the following conditions being satisfied at the time the Closing is scheduled to occur:

(a) Each representation and warranty made by Seller herein being true and accurate as of the Effective Date and as of the Closing, and Seller not having defaulted under or breached any of the terms of this Agreement;

(b) Purchaser obtaining a revised copy of the Commitment (the "Updated Commitment") that (A) has been updated to Closing, (B) commits to insure that Purchaser has a good and marketable fee simple estate in the Property, (C) contains no requirements that must be satisfied before a title insurance policy will be issued based thereon, (D) is free of the standard exceptions (provided that Purchaser acknowledges that the standard exception for matters which would be revealed by a survey shall remain and will be an exception in the Title Policy unless Purchaser obtains a new survey of the Property), (E) contains no new or additional exceptions not shown in the Commitment, and (F) contains any endorsements reasonably requested by Purchaser;

(c) No material or adverse change occurring in the physical condition of the Property or the environmental condition of the Property between the Effective Date and the Closing; and

(d) No lawsuit or similar proceeding that is adverse to the Property, or Purchaser's intended use thereof, having been instituted or threatened, and no law, rule, regulation, code, zoning change, tax, ordinance, investigation or other action that is adverse to the Property, or Purchaser's intended use thereof, having been adopted or proposed by any governmental authority.

(e) The Tenant having vacated the Property (in accordance with the notice provisions of Section 11).

If any of the foregoing conditions are not satisfied as of the time the Closing is scheduled to take place, Purchaser may, at its option and in addition to any other remedies available hereunder, at law or in equity, terminate this Agreement by giving written notice to Seller, postpone the Closing for thirty (30) days to allow such conditions to be satisfied, or waive the same; provided the provisions of this Section shall continue to apply if the Closing is postponed pursuant hereto and no waiver of such conditions shall be deemed to have been made unless expressly set forth in a written instrument signed by Purchaser. In the event this Agreement is terminated pursuant to this Section, the Earnest Money shall be immediately refunded to Purchaser.

11. Closing. Subject to the other terms of this Agreement, the Closing shall occur on the date that is thirty (30) days after the expiration of the Inspection Period (the "Outside Closing Date"). Purchaser shall have the right to schedule the Closing for any date prior to the Outside Closing Date and subsequent to the Effective Date (thereby terminating the Inspection Period) by giving Seller at least fifteen (15) days advance written notice (the "Intent to Close Notice") of such date for Closing (such fifteen (15) day period may be shortened by the mutual agreement of the Parties). On receipt of the Intent to Close Notice, Seller will immediately give written notice to the Tenant under the Existing Lease that the Existing Lease is terminated at the expiration of the forty-fifth (45th) day following the date of the Intent to Close Notice. The sale will be closed at the offices of the Escrow Agent in Anniston, Alabama. At the Closing, Seller shall deliver the following items to the Title Company for delivery to Purchaser, properly executed and notarized and in form and substance acceptable to Purchaser:

(a) A warranty deed conveying a good and marketable fee simple estate in the Property to Purchaser, together with (A) all rights, easements, interests, privileges, tenements and hereditaments appurtenant to the Property, and (B) all of Seller's right, title and interest, whether now or hereafter acquired, in the land lying beneath the roads, streets, highways, avenues and alleys adjoining the Property. The Property shall be conveyed to Purchaser (and the warranties contained in the aforementioned deed shall be made) subject only to the matters shown on Schedule B-Section II of the original Commitment (the "Permitted Encumbrances"); provided, notwithstanding anything to the contrary, the Permitted Encumbrances shall not include the standard exceptions, matters no longer affecting the Property and Monetary Liens other than the Property Tax Lien.

(b) Recorded or recordable releases terminating and releasing any Monetary Liens.

(c) An owner's affidavit, as required by the Title Company, for purposes of having the exceptions for mechanics' and materialmen's liens, the rights of parties in possession and unrecorded matters deleted from the Updated Commitment, and any other documents, certificates and indemnity agreements that the title company requires to issue the Updated Commitment.

(d) All other documents reasonably requested by Purchaser to carry out the transaction contemplated by this Agreement including, but not limited to, a settlement statement and IRS §1445 Certificate.

If the description of the Property set forth on the Survey differs from the description of the Property attached as Exhibit A, then (x) the deed described in (i) of this Section shall be prepared utilizing the description of the Property set forth on the Survey, and (y) Seller shall execute a quitclaim deed conveying the Property as described on Exhibit A to Purchaser.

12. Closing Costs and Prorations. Each of the Parties shall pay the attorneys' fees that it incurs in connection with the transaction contemplated by this Agreement and Purchaser shall pay the fees charged by the Escrow Agent to hold the Earnest Money. At Closing, (i) Purchaser shall pay all transfer taxes and recording costs associated with the conveyance of the Property to Purchaser, and (ii) Purchaser shall pay the costs of the Commitment and the Title Policy, as set forth in Section 5. Assessments (general and special, public and private) and real property taxes (collectively, "Property Taxes") levied against the Property shall be prorated between the Parties at Closing. If the amount of any Property Tax is not known with certainty as of the Closing, the same shall be estimated based on the best available information, with adjustment between the Parties as soon as reasonably possible. Seller represents and warrants to Purchaser that no "rollback" taxes or other similar taxes are or may be due with respect to periods prior to Closing as a result of the Property having been classified as agricultural land, open space, recreational, park or scenic land, timber land or another classification that defers the real property taxes owed with respect thereto. Seller shall pay, when due, all charges for utilities and other services furnished to the Property prior to the Closing. Purchaser shall be responsible for arranging for the continuation of such utilities and services to the Property after Closing. The provisions of this Section shall survive the Closing and the delivery of the deed.

13. Default.

(a) Purchaser Failure to Close. If Purchaser fails to purchase the Property from Seller in breach of this Agreement and does not cure such failure within ten (10) business days after receiving written notice of the same from Seller, then Seller may, as its sole and exclusive remedy, either (i) terminate this Agreement, recover its damages from Purchaser, and receive a refund of the Earnest Money, or (ii) bring an action for specific performance of Purchaser's obligation to purchase the Property and recover any damages it suffers as a result of such breach from Purchaser.

(b) Seller Failure to Close. If Seller fails to convey the Property to Purchaser in breach of this Agreement and does not cure such failure within ten (10) business days after receiving written notice of the same from Purchaser, then Purchaser may, as its sole and exclusive remedy, either (i) terminate this Agreement, recover its damages from Seller, and receive a refund of the Earnest Money, or (ii) bring an action for specific performance of Seller's obligation to convey the Property to Purchaser and recover any damages it suffers as a result of such breach from Seller.

(c) Other Defaults. Except as otherwise provided in Sections 13(a) and (b) above, if either Party breaches this Agreement and fails to cure such breach within ten (10) business days after receiving written notice thereof from the other Party hereto, then such other Party may obtain any and all remedies available at law or in equity on account of the breach.

14. Casualty and Condemnation.

(a) Prior to Closing, Seller shall bear the entire risk of loss and damage to the Property. If the Property is damaged by fire or other casualty prior to Closing, Seller will provide Purchaser with a

copy of their insurance policy and Purchaser may, at its option: (i) terminate this Agreement, in which case the Earnest Money shall be immediately refunded to Purchaser; or (ii) proceed with Closing, in which case Seller shall transfer to Purchaser, at Closing, all insurance proceeds paid or payable on account of such damage under Seller's property insurance.

(b) If there is an actual or threatened taking of all or any portion of the Property by eminent domain prior to Closing, then Seller shall provide Purchaser with copies of all correspondence received relating to such proceedings and Purchaser may, at its option, (i) terminate this Agreement by written notice to Seller, in which event the Earnest Money shall be immediately refunded to Purchaser, or (ii) proceed with the Closing without a reduction in the Purchase Price, in which case Purchaser shall have the right to control all matters related to such taking (including, but not limited to, the negotiation, contest and settlement of condemnations awards) and, at Closing, Seller shall tender to Purchaser all awards which it has received on account of such taking and assign to Purchaser all of Seller's right, title and interest in and to any unpaid awards payable on account of such taking. If such assignment is prohibited or would impair recovery, then, in lieu thereof, Seller shall tender to Purchaser all amounts paid on account of such taking as soon as it receives the same.

(c) The provisions of this Section 14 regarding Seller's obligation to tender insurance and condemnation awards to Purchaser shall, if applicable, survive the Closing and the delivery of the deed conveying the Property to Purchaser.

15. Notices. All notices, consents and other communications (collectively, "Notices") which may be or are required to be given by Seller or Purchaser hereunder shall be properly given only if made in writing and sent to the address set forth below by hand delivery, U.S. Certified Mail (Return Receipt Requested), or nationally recognized overnight delivery service. Such Notices shall be deemed received, (i) if delivered by hand, on the date of delivery, or (ii) if sent by U.S. Mail or overnight delivery service, on the date the same is deposited with the applicable carrier.

If to Seller: Vicki Worthy and Estate of Ben Howell

If to Purchaser: City of Anniston, Alabama
1128 Gurnee Avenue
Anniston, Alabama 36201
Attention: City Manager

With a copy to: Bruce J. Downey, IV, Esq.
The Downey Law Firm, LLC
931 Noble Street, Suite 100
Anniston, Alabama 36201

Either Party may change its address for Notices by giving written notice to the other Party in accordance with this provision.

16. Risk of Loss. Seller shall bear the risk of loss or damage to the Property until the completion of the Closing.

17. Brokers. Purchaser and Seller each represents and warrants that it has not dealt with any broker, brokerage firm, listing agent or finder (collectively, a "Broker") in connection with the transaction contemplated by this Agreement. Purchaser agrees to indemnify, defend and hold harmless Seller for, from and against any and all claims for a commission, fee or other compensation made by a Broker with whom Purchaser has dealt other than Purchaser's Broker. Seller agrees to indemnify, defend and hold harmless Purchaser from and against any and all claims for a commission, fee or other compensation made by a Broker with whom Seller has dealt, including, without limitation, Purchaser's Broker. The provisions of this Section shall survive the termination of this Agreement.

18. Definition of Hazardous Substances. As used herein, the term "Hazardous Substances" means all hazardous or toxic substances, materials, wastes, pollutants and contaminants that are listed, defined, or regulated under applicable governmental laws, rules, regulations, codes, ordinances, orders and directives pertaining or related to the health, safety or the environment ("Applicable Environmental Laws"), including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C.A. §§ 9601 to 9675), the Hazardous Materials Transportation Authorization Act of 1994 (49 U.S.C.A. § 5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C.A. §§ 6921 to 6939e), the Federal Water Pollution Control Act (33 U.S.C.A. §§ 1251 to 1387), the Clean Air Act (42 U.S.C.A. §§ 7401 to 7671q), the Emergency Planning and Community Right to Know Act (42 U.S.C.A. §§ 11001 to 11050), the Toxic Substances Control Act (15 U.S.C.A. §§ 2601 to 2692), the Solid Waste Disposal Act (42 U.S.C.A. §§ 6901 to 6992k), the Oil Pollution Act (33 U.S.C.A. §§ 2701 to 2761) and all rules and regulations promulgated pursuant thereto. Without limiting the generality of the foregoing, "Hazardous Substances" shall specifically include polychlorinated biphenyl, asbestos (friable and non-friable), radon, urea formaldehyde, gasoline, diesel, oil, hydrocarbons, petroleum derived constituents or hazardous or toxic residue.

19. Construction of Agreement. Each of the Parties hereto has agreed to the use of the particular language of this Agreement, and any question regarding the meaning of this Agreement shall not be resolved by any rule providing for construction against the Party who caused the uncertainty to exist or against the draftsman. No provision granting Purchaser the right to terminate this Agreement shall be construed to limit the remedies available to Purchaser as a result of Seller's default under or breach of the terms hereof. This Agreement (i) constitutes the entire agreement and understanding of Purchaser and Seller with respect to the subject matter hereof and supersedes all prior agreements, understandings, letters, negotiations and discussions, whether oral or written, of the Parties, and (ii) may be amended only by a written instrument executed by Purchaser and Seller. This Agreement may be executed in counterparts, each of which, when taken together, shall constitute a fully executed original. A signature to this Agreement transmitted by fax, email or other electronic means shall have the same force and effect as an original signature. In the event any provision hereof shall be prohibited by or invalidated under applicable law, the remaining provisions of this Agreement shall remain fully effective. No waiver of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the Party charged therewith. No delay or omission in the exercise of any remedy accruing upon the breach of this Agreement shall impair such remedy or be construed as a waiver of such breach. The waiver by Seller or Purchaser of any breach shall not be deemed a waiver of any other breach of the same or any other provision hereof. The captions and headings contained herein are for convenience and reference only, and they shall not be deemed to define, modify or add to the meaning of any provision of this Agreement. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns. Purchaser may freely assign this Agreement. If any date specified in this Agreement for the performance of an obligation, the giving of a notice, or the expiration of a time period falls on a Saturday, Sunday or bank holiday, then this Agreement shall be automatically revised so that such date falls on the next occurring business day. FOR PURPOSES OF THIS AGREEMENT, TIME SHALL BE CONSIDERED OF THE ESSENCE. This Agreement shall be governed by and construed under the laws of the State of Alabama.

20. Attorneys' Fees. If any legal proceeding is commenced related to this Agreement, the prevailing Party in such legal proceeding shall be entitled to recover its reasonable attorneys' fees, court costs and litigation expenses from the non-prevailing Party therein.

21. Waiver of Jury Trial. SELLER AND BUYER HEREBY EXPRESSLY WAIVE THEIR RIGHT TO A TRIAL BY JURY OF ANY CLAIM (I) ARISING UNDER THE THIS AGREEMENT, OR (II) RELATED TO THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING. SELLER OR BUYER MAY FILE AN ORIGINAL OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE FOREGOING WAIVER.

22. Anti-Terrorism Representation and Warranty: Seller and Purchaser each represent and warrant that neither they nor the members, managers, officers and directors controlling Seller and Purchaser, respectively, are acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation. Each Party agrees that in the event of a breach of this provision or any applicable law relating to the subject of this provision, the non-breaching Party may take such action as may be necessary in order to comply with this provision and/or the applicable law, including, but not limited to, terminating this Agreement.

23. Like-Kind Property Exchange. Purchaser and Seller agree to cooperate with each other in the event that either Party elects to engage in a like-kind property exchange with respect to the Property. However, the Party not initiating the exchange shall not (i) incur any delays in the Closing resulting from the other Party's engaging in an exchange, (ii) incur any additional costs, expenses or liabilities that it would have incurred from a direct purchase/sale of the Property, or (iii) be required to accept a deed to such exchange property so that its name shall not appear in the chain of title with respect to such exchange property. Furthermore, neither Party will provide any warranties of the tax treatment of the transaction to the other.

24. Exhibits. Purchaser and Seller hereby acknowledge and agree that all exhibits referenced in this Agreement are attached hereto and incorporated herein.

25. Due Diligence Materials. If this Agreement is terminated for any reason other than Seller's default under or breach of the terms hereof, Purchaser shall provide Seller with a copy of all surveys, title commitments and related materials, environmental assessments and geotechnical reports pertaining to the Property obtained by Purchaser (collectively, the "Due Diligence Materials"), upon written request. The provisions of this Section shall survive the termination of this Agreement.

26. Refund of Earnest Money. All of the terms of this Agreement related to the refund of the Earnest Money shall survive the termination hereof.

27. Submission. The submission of this Agreement does not constitute an offer and shall only be binding once it has been executed and delivered by both Seller and Purchaser. Copies of this Agreement that have not been executed and delivered by both Seller and Purchaser shall not serve as a memorandum or writing evidencing an agreement between the Parties. It is hereby disclosed that only the officer of Purchaser identified in the Purchaser's signature block below has the authority to cause Purchaser to enter into this Agreement.

Exhibit A

Lot 18, in Block 132, as shown on the map or plat of Anniston City Land Company recorded in Plat Book A, Page 416A and 416B, in the Probate Office of Calhoun County, Alabama; situated, lying and being in Calhoun County, Alabama.

The Property, as of October 1, 2015, is identified by the Revenue Commissioner of Calhoun County, Alabama, as Parcel No. 21-03-07-1-001-024.000 Pin Number 18657).