

STATE OF ALABAMA )  
COLBERT COUNTY )

Minutes of a Regular Meeting  
of the  
Colbert County Commission  
10/06/2020

The Colbert County Commission met today in regular session at the Colbert County Courthouse. Chairman Gardiner called the work session to order at 5:00 P.M. with the regular meeting following at 6:27 P.M., being the time and place previously scheduled for such work session and regular meeting. All Commissioners answered “present” at the call of the roll. Chairman Gardiner offered the invocation and led the Pledge of Allegiance. Chairman Gardiner declared that a quorum was present for the purpose of the transaction of business.

**PUBLIC COMMENTS**

Trey Richards with Colonial Life Insurance made a presentation to the Commission regarding their company’s insurance portfolio. Susanne Hamlin with Tourism spoke regarding Airbnb. Dr. Carolyn Crawford spoke regarding the Muscle Shoals Heritage Area activities for bikers, hikers and kayakers. Rob Martin expressed his concerns regarding Alabama Shores Trailer Park.

**CONSENT AGENDA**

Chairman Gardiner announced that the business before the Commission was the approval of the consent agenda. Commissioner Barnes made motion to adopt and approve the matters placed on the consent agenda during the work session. The motion was duly seconded by Commissioner Hovater. Chairman Gardiner stated that the adoption and approval of a consent agenda comprised of the following items of business was properly before the Commission and stated the matters as follows:

1. Waived reading of September 1, 2020 minutes and approved the same as written.
2. Waived reading of September 15, 2020 minutes and approved the same as written.
3. Approved payment of Oct 6, 2020 bills as presented by the Chief Financial Officer.
4. Adopted and approved the following resolution regarding application for tax abatement by DUS Operating, Inc.:

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**RESOLUTION NUMBER 2021-0001**

*A Resolution Authorizing Certain Tax Abatements for DUS Operating, Inc.*

This resolution is made the 6<sup>th</sup> day of October (the “Effective Date”) by the Colbert County Commission (the “Granting Authority”), Colbert County, Alabama, to grant a tax abatement for DUS Operating, Inc. (the “Company”)

WHEREAS, the Company has announced plans for an expansion project; that being, the construction of a new manufacturing facility and purchase of equipment (the “Project”), located at 309 Counts Drive, Muscle Shoals, Colbert County, Alabama, within the jurisdiction of the Granting Authority; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1, et seq., Code of Alabama 1975, as amended) (the "Act"), the Company has requested from the Granting Authority and abatement of all state and local noneducational property taxes and all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, except those construction related transaction taxes locally designated for educational purposes or for capital improvements for education, and accept the 0.5% general sales and use taxes levied by Colbert County, which pursuant to Alabama Act No. 2007-351 cannot be abated; and

WHEREAS, the Company has requested that the abatement of state and local noneducational property taxes be extended for a period of 10 years, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed Application to Local Granting Authority for Abatement of Taxes from DUS Operating, Inc., Filed with the Granting Authority by the Company in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project, and to determine the economic benefits to the community; and

WHEREAS, the Project will involve an investment of approximately \$74,700,000; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama and has powers to enter into and to perform and observe the agreements and covenants on its part contained in the Tax Abatement Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company that it has power under the Constitution and laws of the State of Alabama, including particularly the provisions of the Act, to carry out provisions of the Tax Abatement Agreement.

NOW, THEREFORE, BE it resolved by the Colbert County Commission, the Granting Authority, as follows:

Section 1. Approval is hereby given to the application of the Company and abatement is hereby granted of all state and local noneducational property taxes and all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, except those construction related transaction taxes locally designated for educational purposes or for capital improvements for education, as the same may apply to the fullest extent permitted by the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., Code of Alabama 1975, as amended), and except the 0.5% general sales and use taxes levied by Colbert County, which pursuant to Alabama Act Number 2007-351 cannot be abated.

Section 2. The period of abatement for the noneducational property taxes shall extend for a period of 10 years measured as provided in the Act, unless the Company ceases operation for which these property tax abatements are granted. Should the Company cease operation the abatements granted herein are considered null and void.

Section 3. The Granting authority hereby does not assess a fee associated with the granting of these abatements.

Section 4. The governing body of the Granting Authority is authorized to enter into a Tax Abatement Agreement with the Company to provide for the abatement granted in Section 1.

Section 5. A certified copy of this Resolution, with the application and Tax Abatement Agreement, shall be forwarded to the Company to deliver to the appropriate local taxing authorities and to the Alabama Department of Revenue in accordance with the Act.

Section 6. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing Resolution.

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5. Approved Resolution, Old Brick Presbyterian Church 200-year anniversary.
  6. Adopted and approved the following Resolution regarding DWSRF General Obligation Warrant:
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**RESOLUTION 2021-0002**

*A Resolution and Order to Authorize the Issuance of One \$525,000  
General Obligation Warrant*

BE IT RESOLVED AND ORDERED by the Colbert County Commission, as follows:

**ARTICLE I**

**DEFINITIONS AND USE OF PHRASES**

**Section I.1 Definitions.** The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of clear implication herein otherwise, be given the following respective interpretations herein:

"**ADEM**" means the Alabama Department of Environmental Management, an agency of the State of Alabama created pursuant to Chapter 22A of Title 22 of the Code of Alabama 1975, as amended.

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

"**Authority**" means the Alabama Drinking Water Finance Authority, a public corporation under the laws of the State of Alabama.

"**Authority Loan**" means the loan in the initial amount of \$525,000 made to the County by the Authority, the repayment of which is evidenced by the Series 2020-DWSRF-DL Warrant.

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

"**Authority Trustee Prime Rate**" means the rate of interest established (whether or not charged) from time to time by the Authority Trustee as its general reference rate of interest, after taking into account such factors as the Authority Trustee may from time to time deem appropriate in its sole discretion (it being understood, however, that the Authority Trustee may from time to time make various loans at rates of interest having no relationship to such general reference rate of interest).

"**Bank**" means The Bank of New York Mellon Trust Company, N.A., in its capacity as registrar, transfer agent and paying agent with respect to the Series 2020-DWSRF-DL Warrant.

"**Chairman**" means the Chairman of the Commission.

"**Commission**" means the governing body of the County as from time to time constituted.

"**County**" means Colbert County, a political subdivision of the State of Alabama.

"**County Water System**" means the entire water works system owned by the County and all additions thereto and replacements thereof, and all properties, rights easements and franchises appurtenant thereto, whether any of the said properties are now owned by the County or may be hereafter acquired by it.

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

"**Holder**" means the person in whose name the Series 2020-DWSRF-DL Warrant is registered.

"**Interest Payment Date**" means each February 15 and August 15, commencing February 15, 2021, and continuing until and including the maturity of the Series 2020-DWSRF-DL Warrant.

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

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

"**Project**" means the improvements to the County Water System to be constructed with proceeds of the Authority Loan in accordance with the provisions of the Special Loan Conditions Agreement.

"**Project Fund**" means the Project Fund created in the Master Authority Trust Indenture wherein proceeds of the Authority Loan will be deposited and held pending disbursement to or on behalf of the County for Allowable Costs respecting the Project.

"**Project Funds**" means the amount from the Authority Loan deposited into the Project Fund.

"**Redemption Date**" means the date fixed for redemption of any principal installments of the Series 2020-DWSRF-DL Warrant in a Resolution adopted pursuant to the provisions of Section 3.1(e) hereof.

"**Redemption Price**" means the price at which the Series 2020-DWSRF-DL Warrant or principal installments thereof called for redemption and prepayment may be redeemed on the Redemption Date.

"**Resolution**" means a resolution, order, ordinance or other action adopted by the Commission.

"**Series 2020-DWSRF-DL Warrant**" without other qualifying words, means the \$525,000 General Obligation Warrant, Series 2020-DWSRF-DL (Partial Principal Forgiveness), herein authorized evidencing the obligation of the County to repay the Authority Loan.

"**Special Loan Conditions Agreement**" means the Special Authority Loan Conditions Agreement (DWSRF) among the County, the Authority and ADEM, dated September 15, 2020.

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

"**Warrant Fund**" shall have the meaning given to such term in Section 3.3(a) hereof.

**Section I.2 Use of Words and Phrases.** The following words and phrases, where used in this Resolution, shall be given the following and respective interpretations:

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

The definitions set forth in Section 1.1 hereof shall be deemed applicable whether the words defined are herein used in the singular or plural.

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

## ARTICLE II

### FINDINGS

**Section II.1 Findings.** The Commission does hereby find and declare that the following facts are true and correct:

(1.a) It is necessary, desirable and in the public interest that the County make certain capital improvements to the County Water System (the "Project"), the estimated costs of the said improvements being in excess of \$1,025,000. The County has heretofore filed an application with ADEM for the purpose of obtaining a loan from the Authority (the "Authority Loan") to provide funds to pay a portion of the costs of the Project, to pay capitalized interest, and to pay a portion of the costs of obtaining said loan.

(1.b) The award of the loan to the County will be of substantial economic benefit to the County and the public by reducing the amount of interest that would be payable by the County if the funds were provided from sources other than from the Authority Loan. In particular, the making of the Authority Loan will enable the County to take advantage of the low interest rate and principal forgiveness initiatives established by the requirements imposed on the Authority respecting the use of funds made available from the current capitalization grant agreement between the Authority and the United States Environmental Protection Agency (the "Capitalization Grant Agreement").

(1.c) The Capitalization Grant Agreement requires, among other things, that all projects funded in whole or part with funds from the Authority ("Authority Funds"), including the Project, be constructed in accordance with certain provisions of the Davis-Bacon Act.

(1.d) The Commission deems it necessary, desirable and in the public interest that the County obtain the Authority Loan for the purpose of providing funds to finance the costs of the Project, to pay capitalized interest, and to pay a portion of the costs of obtaining the Authority Loan. In order to accept the Authority Loan and to evidence the obligation of the County to repay the Authority Loan, the County deems it necessary, desirable and in the public interest that the Series 2020-DWSRF-DL Warrant hereinafter authorized be issued.

(1.e) The County is not in default under any Resolution authorizing any outstanding indebtedness of the County, and no such default is imminent.

## ARTICLE III

### ACCEPTANCE OF AUTHORITY LOAN AND ISSUANCE OF SERIES 2020-DWSRF-DL WARRANT

**Section III.1 Authority Loan Made and Accepted.** In consideration of the mutual promises and agreements made in the Special Loan Conditions Agreement, in this Resolution and in the Series 2020-DWSRF-DL Warrant, and subject to the terms and conditions of each, the County, by the delivery of the Series 2020-DWSRF-DL Warrant, accepts the Authority Loan that the Authority has, upon delivery to it of the Series 2020-DWSRF-DL Warrant, made available to the County in the Loan Amount in the manner and to the extent specified in the Special Loan Conditions Agreement.

(b) **Authorization and Description of the Series 2020-DWSRF-DL Warrant.** Pursuant to the applicable provisions of the Constitution and laws of the State of Alabama, including particularly but without limitation Chapter 28 of Title 11 of the Code of Alabama of 1975, as amended, and for the purpose of evidencing the obligation of the County to repay the Authority Loan, there is hereby authorized to be issued by the County one fully registered General Obligation Warrant, Series 2020-DWSRF-DL, in the aggregate principal amount of \$525,000. The Series 2020-DWSRF-DL Warrant shall be issued as one fully registered warrant without coupons, shall be dated September 15, 2020, and shall mature and become payable on August 15 in the following principal installments in the following years:

<b>Year</b>	<b>Principal Amount Maturing</b>
2022	\$20,000
2023	20,000
2024	20,000
2025	25,000
2026	25,000
2027	25,000
2028	25,000
2029	25,000
2030	25,000
2031	25,000
2032	25,000
2033	25,000
2034	30,000
2035	30,000
2036	30,000
2037	30,000
2038	30,000
2039	30,000
2040	30,000
2041	30,000

The Series 2020-DWSRF-DL Warrant shall be initially issued and registered in the name of the Authority.

(c) **Interest Rate and Method of Payment of Principal and Interest.** The principal installments of the Series 2020-DWSRF-DL Warrant shall bear interest from its date (September 15, 2020) until their respective due dates at the per annum rate of interest of 2.20%, computed on the basis of a twelve (12) consecutive thirty (30) day months. Such interest shall be payable on February 15, 2021, and semiannually on each February 15 and August 15 thereafter until and at the respective maturities of principal installments of the Series 2020-DWSRF-DL Warrant. Interest accruing on the Series 2020-DWSRF-DL Warrant from September 15, 2020, through and

including December 31, 2021, is included in the principal amount of the Series 2020-DWSRF-DL Warrant as the "Capitalized Interest Amount," as such term is defined in the Special Loan Conditions Agreement, and shall be remitted to the Holder by the County out of funds from the Authority Loan held by the Holder for such purpose. Payment of the principal of and interest on the Series 2020-DWSRF-DL Warrant shall be payable in lawful money of the United States of America by check or draft mailed by the Bank to the holder of the Series 2020-DWSRF-DL Warrant at the address shown on the registry books of the Bank pertaining to the Series 2020-DWSRF-DL Warrant; provided, that so long as the Authority is the registered Holder of the Series 2020-DWSRF-DL Warrant, payment of the principal of and interest on the Series 2020-DWSRF-DL Warrant shall be made in accordance with instructions given by the Authority.

(d) **Interest Rate and Loan Amount after Maturity.** Each installment of principal of and interest on the Series 2020-DWSRF-DL Warrant shall bear interest after its due date until paid at a per annum rate of interest equal to 2% above the Authority Trustee Prime Rate.

(e) **Redemption Provisions.** Those of the principal installments of the Series 2020-DWSRF-DL Warrant having stated maturities on August 15, 2031, and thereafter may be redeemed and paid prior to their respective maturities, at the option of the County, as a whole or in part (but if in part, in the inverse order of installments of principal), on August 15, 2030, and on any date thereafter, at and for a redemption price with respect to each principal installment of the Series 2020-DWSRF-DL Warrant redeemed equal to the principal prepaid plus accrued interest thereon to the Redemption Date. Any such redemption or prepayment of the Series 2020-DWSRF-DL Warrant shall be effected in the following manner:

(1) **Call.** The County shall by Resolution call for redemption and prepayment of the Series 2020-DWSRF-DL Warrant (or principal portions thereof) on the stated date when it is by its terms subject to redemption, and shall recite in said Resolution that the County is not in default with respect to payment of the principal of or interest on the Series 2020-DWSRF-DL Warrant.

(2) **Notice.** The Authority Trustee shall forward by United States Registered Mail or United States Certified Mail to the Holder of the Series 2020-DWSRF-DL Warrant a notice stating the following: (I) that the Series 2020-DWSRF-DL Warrant (or principal installments thereof) has been called for redemption and will become due and payable at the Redemption Price, on a specified Redemption Date, and (II) that all interest on the Series 2020-DWSRF-DL Warrant will cease after the Redemption Date. Such notice shall be so mailed not less than forty-five (45) days nor more than ninety (90) days prior to the Redemption Date. The Holder of the Series 2020-DWSRF-DL Warrant may waive the requirements of this subsection.

(3) **Payment of Redemption Price.** Not later than forty-five (45) days prior to the Redemption Date, the County shall make available at the Authority Trustee the total Redemption Price of the Series 2020-DWSRF-DL Warrant or principal installments thereof so called for redemption and shall further provide to the Authority a certified copy of the Resolution required in subsection (a) of this section.

Upon compliance by the County with the foregoing requirements on its part contained in this subsection, and if the County is not on the Redemption Date in default with respect to the payment of the principal of or interest on the Series 2020-DWSRF-DL Warrant, the Series 2020-DWSRF-DL Warrant (or principal portions thereof) called for redemption shall become due and payable at the Redemption Price on the Redemption Date specified in such notice, anything

herein or in the Series 2020-DWSRF-DL Warrant to the contrary notwithstanding, and the Holder thereof shall then and there surrender the Series 2020-DWSRF-DL Warrant for redemption; provided however, that in the event that less than all of the outstanding principal of the Series 2020-DWSRF-DL Warrant is to be redeemed, the registered Holder thereof shall surrender the Series 2020-DWSRF-DL Warrant that is to be prepaid in part to the Authority Trustee in exchange, without expense to the Holder, for a new Series 2020-DWSRF-DL Warrant of like tenor, except in a principal amount equal to the unredeemed portion of the Series 2020-DWSRF-DL Warrant. All future interest on the Series 2020-DWSRF-DL Warrant (or principal portions thereof) so called for redemption shall cease to accrue after the Redemption Date. Out of the moneys so deposited with it, the Authority Trustee shall make provision for payment of the Series 2020-DWSRF-DL Warrant (or principal portions thereof) so called for redemption at the Redemption Price and on the Redemption Date.

**Section III.2 General Obligation of County.** The indebtedness evidenced and ordered paid by the Series 2020-DWSRF-DL Warrant is and shall be a general obligation of the County to which the full faith and credit of the County are hereby irrevocably pledged.

**Section III.3 Warrant Fund.** (a) **Payments Therein and Use and Continuance Thereof.** There is hereby created a special fund to be designated the "Colbert County Series 2020-DWSRF-DL Warrant Fund" (the "Warrant Fund") for the purpose of providing for payment of the principal of and interest on the Series 2020-DWSRF-DL Warrant, at the respective maturities of said principal and interest, which special fund shall be maintained until the principal of and interest on the Series 2020-DWSRF-DL Warrant has been paid in full. On or before February 15, 2021, and on or before each February 15 and August 15 thereafter until the principal of and interest on the Series 2020-DWSRF-DL Warrant shall have been paid in full, the County will pay into the Warrant Fund an amount equal to the sum of (i) the interest that will mature on the Series 2020-DWSRF-DL Warrant on such February 15 or August 15, as the case may be, plus (ii) the principal installment that will mature on the Series 2020-DWSRF-DL Warrant on such August 15 (interest on the Series 2020-DWSRF-DL Warrant from September 15, 2020 through and including December 31, 2021 having been capitalized).

(b) **Use of Moneys in Warrant Fund.** All moneys paid into the Warrant Fund shall be used only for payment of the principal of and the interest on the Series 2020-DWSRF-DL Warrant upon or after the respective maturities of such principal and interest; provided, that if at the final maturity of the Series 2020-DWSRF-DL Warrant, however the same may mature, there shall be in the Warrant Fund moneys in excess of what shall be required to pay in full the principal of and the interest on the Series 2020-DWSRF-DL Warrant, then any such excess shall thereupon be returned to the County.

(c) **Appointment of Authority Trustee.** The County hereby appoints The Bank of New York Mellon Trust Company, N.A., as registrar and paying agent with respect to the Series 2020-DWSRF-DL Warrant. The County shall have no liability for payment of any charges or fees of the Authority Trustee in acting in such capacity, it being understood that all such charges or fees shall be the sole responsibility of the Authority.

(d) **Trust Nature of and Security for the Warrant Fund.** The Warrant Fund shall be and at all times remain public funds impressed with a trust for the purpose for which the Warrant Fund is herein created. Each depository for any part of the Warrant Fund shall at all times keep the moneys on deposit with it in the Warrant Fund continuously secured for the benefit of the County and the Holder of the Series 2020-DWSRF-DL Warrant either:

(1) by holding on deposit as collateral security United States Securities or other marketable securities eligible as security for the deposit of trust funds under regulations of the Board of Governors of the Federal Reserve System, having a

market value (exclusive of accrued interest) not less than the amount of moneys on deposit in the Series 2020-DWSRF-DL Warrant Fund, or

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

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

**Section III.4 Form of Series 2020-DWSRF-DL Warrant.** The Series 2020-DWSRF-DL Warrant shall be in substantially the following form, with such insertions, omissions and other variations as may be necessary to conform to the provisions hereof:

(Form of Series 2020-DWSRF-DL Warrant)

**UNITED STATES OF AMERICA**

**STATE OF ALABAMA**

**COLBERT COUNTY**

**GENERAL OBLIGATION WARRANT  
SERIES 2020-DWSRF-DL  
(PARTIAL PRINCIPAL FORGIVENESS)**

Subject to prior payment and other provisions as herein provided

Each of the County Administrator and the County Treasurer of **COLBERT COUNTY**, a political subdivision under the laws of Alabama (the "County"), is hereby ordered and directed to pay to **ALABAMA DRINKING WATER FINANCE AUTHORITY**, or registered assigns, the aggregate principal sum of

**FIVE HUNDRED TWENTY-FIVE THOUSAND DOLLARS**

in principal installments on August 15 in the following respective years and principal amounts:

<b>Year</b>	<b>Principal Amount Maturing</b>
2022	\$20,000
2023	20,000
2024	20,000
2025	25,000
2026	25,000

2027	25,000
2028	25,000
2029	25,000
2030	25,000
2031	25,000
2032	25,000
2033	25,000
2034	30,000
2035	30,000
2036	30,000
2037	30,000
2038	30,000
2039	30,000
2040	30,000
2041	30,000

with interest on the then unpaid principal balance hereof from the date hereof at the rate of 2.20%, which rate shall be computed on the basis of a 360-day year consisting of twelve (12) consecutive thirty (30) day months, all as reflected in the amortization schedule set forth in Appendix C to the Special Loan Conditions Agreement hereinafter described. Such interest shall be payable on February 15, 2021, and semiannually on each February 15 and August 15 thereafter until and at the respective maturities of principal installments of the Series 2020-DWSRF-DL Warrant. Interest accruing on the Series 2020-DWSRF-DL Warrant from the date hereof, through and including December 31, 2021, is included in the principal amount of the Series 2020-DWSRF-DL Warrant as the "Capitalized Interest Amount," as such term is defined in the Special Loan Conditions Agreement.

Interest on this Series 2020-DWSRF-DL Warrant is payable by check or draft mailed by The Bank of New York Mellon Trust Company, N.A. (the "Authority Trustee"), to the then registered holder hereof at the address shown on the registry books of the Authority Trustee pertaining to the Series 2020-DWSRF-DL Warrant; provided, that so long as the Alabama Drinking Water Finance Authority (the "Authority") is the registered holder of this Series 2020-DWSRF-DL Warrant the payments of principal of and interest on this Series 2020-DWSRF-DL Warrant shall be made by the Authority Trustee in accordance with instructions given the Authority Trustee by the Authority. Interest on this Series 2020-DWSRF-DL Warrant shall be deemed timely paid if mailed to the then registered holder on the interest payment date with respect to which such payment is made or, if such interest payment date is not a business day, then on the first business day following such interest payment date. The Resolution described below provides that all payments by the County or the Authority Trustee to the person in whose name this Series 2020-DWSRF-DL Warrant is registered shall to the extent thereof fully discharge and satisfy all liability for the same. Any transferee of this Series 2020-DWSRF-DL Warrant takes it subject to all payments of principal and interest in fact made with respect hereto.

This Series 2020-DWSRF-DL Warrant evidences a duly authorized warrant designated "General Obligation Warrant, Series 2020-DWSRF-DL (Partial Principal Forgiveness)", dated September 15, 2020, in the principal amount of \$525,000 (herein called the "Series 2020-DWSRF-DL Warrant"). This Series 2020-DWSRF-DL Warrant is issued only as a single fully registered warrant pursuant to the applicable provisions of the Constitution and laws of Alabama, including particularly but without limitation Chapter 28 of Title 11 of the Code of Alabama 1975, as amended, and a resolution and order (the "Resolution") duly adopted by the governing body of the County.

Those of the principal installments hereof having stated maturities on August 15, 2031, and thereafter, may be redeemed and paid prior to their respective maturities, at the option of the County, as a whole or in part (but if in part, in the inverse order of installments of principal), on August 15, 2030, and on any date thereafter, at and for a redemption price with respect to each principal installment of the Series 2020-DWSRF-DL Warrant redeemed equal to the principal prepaid plus accrued interest thereon to the Redemption Date, after not less than forty-five (45) nor more than ninety (90) days prior notice by United States Registered Mail or Certified Mail to the registered owner of this warrant, at and for a redemption price equal to the principal so prepaid plus accrued interest to the date of prepayment.

In the event less than all the outstanding principal hereof is to be redeemed, the registered Holder hereof shall surrender this Series 2020-DWSRF-DL Warrant to the Authority Trustee in exchange for a new Series 2020-DWSRF-DL Warrant of like tenor herewith except in a principal amount equal to the unredeemed portion of this warrant. Upon the giving of notice of redemption in accordance with the provisions of the Resolution, this warrant (or principal installments thereof) so called for redemption and prepayment shall become due and payable on the date specified in such notice, anything herein or in the Resolution to the contrary notwithstanding, and the Holder hereof shall then and there surrender for prepayment, and all future interest on the Series 2020-DWSRF-DL Warrant (or principal installments thereof) so called for prepayment shall cease to accrue after the date specified in such notice, whether or not the Series 2020-DWSRF-DL Warrant is so presented.

The indebtedness evidenced and ordered paid by this Series 2020-DWSRF-DL Warrant is and shall be a general obligation of the County for the payment of which the full faith and credit of the County have been irrevocably pledged.

It is hereby certified and recited that the indebtedness evidenced and ordered paid by this Series 2020-DWSRF-DL Warrant is lawfully due without condition, abatement or offset of any description; that this Series 2020-DWSRF-DL Warrant has been registered in the manner provided by law; that all conditions, actions and things required by the Constitution and laws of the State of Alabama to exist, be performed or happen precedent to and in the issuance of this Series 2020-DWSRF-DL Warrant do exist, have been performed and have happened; and that the indebtedness evidenced and ordered paid by this Series 2020-DWSRF-DL Warrant, together with all other indebtedness of the County, was at the time the same was created and is now within every debt and other limit prescribed by the Constitution and laws of the State of Alabama.

This Series 2020-DWSRF-DL Warrant is transferable by the registered holder hereof, in person or by authorized attorney, only on the books of the Authority Trustee (the registrar and transfer agent of the County) and only upon surrender of this Series 2020-DWSRF-DL Warrant to the Authority Trustee for cancellation, and upon any such transfer a new Series 2020-DWSRF-DL

Warrant of like tenor hereof will be issued to the transferee in exchange therefor, all as more particularly described in the Resolution. Each holder, by receiving or accepting this Series 2020-DWSRF-DL Warrant, shall consent and agree and shall be estopped to deny that, insofar as the County and the Authority Trustee are concerned, this Series 2020-DWSRF-DL Warrant may be transferred only in accordance with the provisions of the Resolution.

The Authority Trustee shall not be required to transfer or exchange this Series 2020-DWSRF-DL Warrant during the period of fifteen (15) days next preceding any February 15 or August 15; and in the event that this Series 2020-DWSRF-DL Warrant (or any principal portion hereof) is duly called for redemption and prepayment, the Authority Trustee shall not be required to register or transfer this Series 2020-DWSRF-DL Warrant during the period of forty-five (45) days next preceding the date fixed for such redemption and prepayment.

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

**IN WITNESS WHEREOF**, the County has caused this Series 2020-DWSRF-DL Warrant to be executed in its name and behalf by the Chairman of the Colbert County Commission and by the signature of the other members of the Colbert County Commission, and has caused the corporate seal of Colbert County, Alabama to be hereunto affixed, and has caused this Series 2020-DWSRF-DL Warrant to be dated September 15, 2020.

**COLBERT COUNTY, ALABAMA**

[S E A L]

\_\_\_\_\_  
Chairman, Colbert County Commission

\_\_\_\_\_  
Member, Colbert County Commission

**(Form of Registration Certificate)**

This Series 2020-DWSRF-DL Warrant was registered in the name of the above-registered owner this 13<sup>th</sup> day of October, 2020.

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.**

By: \_\_\_\_\_

Its Authorized Officer

**(Form of Assignment)**

For value received, \_\_\_\_\_ hereby sell(s), assign(s) and transfer(s) unto the within warrant and hereby irrevocably constitute(s) and appoints \_\_\_\_\_ attorney, with full power of substitution in the premises, to transfer this warrant on the books of the within-mentioned Authority Trustee.

DATED this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

Signature guaranteed:

\_\_\_\_\_  
(Bank, Trust Company, or Firm\*)

By \_\_\_\_\_

(Authorized Officer)

Its Medallion Number: \_\_\_\_\_

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

#### ARTICLE IV

#### EXECUTION, REGISTRATION AND TRANSFER OF SERIES 2020-DWSRF-DL WARRANT

**Section IV.1 Execution of Series 2020-DWSRF-DL Warrant.** The Series 2020-DWSRF-DL Warrant shall be executed by the Chairman of the Commission and the other members of the Commission, and the seal of the County shall be affixed thereto. The Series 2020-DWSRF-DL Warrant shall be registered as a claim against the County by the County Treasurer. Signatures on the Series 2020-DWSRF-DL Warrant by persons who were officers of the County at the time such signatures were written or printed shall continue effective although such persons cease to be such officers prior to the delivery of the Series 2020-DWSRF-DL Warrant.

**Section IV.2 Registration and Transfer.** (a) **Registration Certificate on Series 2020-DWSRF-DL Warrant.** A registration certificate, in substantially the form appearing in the form of the Series 2020-DWSRF-DL Warrant set forth in Article III hereof, duly executed by the manual signature of the Authority Trustee, shall be endorsed on the Series 2020-DWSRF-DL Warrant and shall be essential to its validity.

(b) **Registration and Transfer of Series 2020-DWSRF-DL Warrant.** The Series 2020-DWSRF-DL Warrant shall be registered as to both principal and interest and shall be transferable only on the registry books of the Authority Trustee. The Authority Trustee shall be the registrar and transfer agent of the County and shall keep at its office proper registry and transfer books in which it will note the registration and transfer of such Series 2020-DWSRF-DL Warrant presented for such purpose, all in the manner and to the extent hereinafter specified.

No transfer of the Series 2020-DWSRF-DL Warrant shall be valid hereunder except upon presentation and surrender of such Series 2020-DWSRF-DL Warrant at the office of the Authority Trustee with written power to transfer signed by the registered owner thereof in person or by duly authorized attorney, properly stamped if required, in form and with guaranty of signature satisfactory to the Authority Trustee, whereupon the County shall execute, and the Authority Trustee shall register and deliver to the transferee, a new Series 2020-DWSRF-DL Warrant, registered in the name of such transferee and of like tenor as that presented for transfer. The person in whose name the Series 2020-DWSRF-DL Warrant is registered on the books of the Authority Trustee shall be the sole person to whom or on whose order payments on account of the principal thereof and of the interest (and premium, if any) thereon may be made. Each Holder of the Series 2020-DWSRF-DL Warrant, by receiving or accepting such Series 2020-DWSRF-DL Warrant, shall consent and agree and shall be estopped to deny that, insofar as the County and the

Authority Trustee are concerned, the Series 2020-DWSRF-DL Warrant may be transferred only in accordance with the provisions of this Resolution.

The Authority Trustee shall not be required to register or transfer any Series 2020-DWSRF-DL Warrant during the period of fifteen (15) days next preceding any Interest Payment Date with respect thereto; and if any Series 2020-DWSRF-DL Warrant is duly called for redemption (in whole or in part), the Authority Trustee shall not be required to register or transfer such Series 2020-DWSRF-DL Warrant during the period of forty-five (45) days next preceding any Redemption Date.

## ARTICLE V

### EVENTS OF DEFAULT AND REMEDIES OF WARRANTHOLDER

**Section V.1 Events of Default Defined.** Any of the following shall constitute default hereunder by the County:

(1.a) Failure by the County to pay any installment of the principal of or the interest on the Series 2020-DWSRF-DL Warrant when any such principal or interest shall respectively become due and payable, whether by maturity or otherwise;

(1.b) A default by the County under the Special Loan Conditions Agreement; or

(1.c) A determination by a court having jurisdiction that the County is insolvent or bankrupt, or appointment by a court having jurisdiction of a receiver for the County or for all or a substantial part of the assets of the County, or the approval by a court of competent jurisdiction of any petition for reorganization of the County or rearrangement or readjustment of its obligations under any provisions of the bankruptcy laws of the United States.

**Section V.2 Remedies on Default.** Upon any default by the County in any one of the ways defined in Section 5.1 hereof, the Holder of the Series 2020-DWSRF-DL Warrant shall have the following rights and remedies:

(2.a) **Acceleration.** The Holder of the Series 2020-DWSRF-DL Warrant may, by written notice to the County, declare all principal of the Series 2020-DWSRF-DL Warrant forthwith due and payable, and thereupon it shall so be, anything herein or therein to the contrary notwithstanding. If, however, the County shall make good that default and every other default hereunder (except the principal so declared payable), with interest on all overdue payments of principal and interest, then the Holder of the Series 2020-DWSRF-DL Warrant, by written notice to the County, may waive such default and its consequences, but no such waiver shall affect any subsequent default or right relative thereto; and

(2.b) **Suits at Law or in Equity.** The Holder of the Series 2020-DWSRF-DL Warrant is empowered (i) to sue on such warrant, (ii) by mandamus, suit or other proceeding, to enforce all agreements of the County herein contained, (iii) by action or suit in equity, to require the County to account as if it were the trustee of an express trust for the Holder of the Series 2020-DWSRF-DL Warrant, and (iv) by action or suit in equity, to enjoin any act or things which may be unlawful or a violation of the rights of the Holder of the Series 2020-DWSRF-DL Warrant.

**Section V.3 Delay No Waiver.** No delay or omission by the Holder of the Series 2020-DWSRF-DL Warrant to exercise any available right, power or remedy hereunder shall impair or be construed a waiver thereof or an acquiescence in the circumstances giving rise

thereto; every right, power or remedy given herein to the Holder of the Series 2020-DWSRF-DL Warrant may be exercised from time to time and as often as deemed expedient.

## ARTICLE VI

### AGREEMENTS RESPECTING CONSTRUCTION AND ACQUISITION OF THE PROJECT AND SALE OF SERIES 2020-DWSRF-DL WARRANT

**Section VI.1 Construction and Acquisition of the Project; Reduction of Loan Amount.** The County will commence and complete construction and acquisition of the Project, including the acquisition of such real estate (or easements or other interests therein) as may be necessary therefor, as soon as practicable, delays incident to strikes, riots, acts of God and the public enemy and similar acts beyond the reasonable control of the County only excepted.

**Section VI.2 Application of Authority Loan Proceeds.** The entire proceeds derived from the Authority Loan shall be held by the Authority Trustee and applied in accordance with the provisions of the Master Authority Trust Indenture and the Special Loan Conditions Agreement.

**Section VI.3 Sale of Series 2020-DWSRF-DL Warrant.** In consideration of the funding of the Authority Loan, the Series 2020-DWSRF-DL Warrant is hereby issued and sold to Alabama Drinking Water Finance Authority at a purchase price equal to \$1,025,000 (representing the loan amount of \$1,025,000, less the \$500,000 principal forgiveness portion). Upon the funding of the Authority Loan, the Chairman is hereby directed to deliver the Series 2020-DWSRF-DL Warrant to the Authority. The issuance of the Series 2020-DWSRF-DL Warrant to the Authority shall evidence the obligation of the County to repay the Authority Loan.

**Section VI.4 Authorization of Special Loan Conditions Agreement.** The Chairman is hereby authorized and directed to execute and deliver, in the name and behalf of the County, the Special Loan Conditions Agreement, in substantially the form marked Exhibit A to this Resolution and made a part hereof as if set out in full herein, and each of the members of the Commission is each hereby authorized and directed to affix the seal of the County to the said Special Loan Conditions Agreement.

**Section VI.5 Additional Documents Authorized.** The Chairman is hereby authorized and directed to execute such documents or certificates as may be necessary or desirable in order to carry out the transactions contemplated by this Resolution. The Chairman and each member of the Commission is hereby authorized to attest any such other documents or certificates necessary or desirable to carry out the transactions contemplated by this Resolution and is authorized to affix the seal of the County to any such documents or certificates.

## ARTICLE VII

### MISCELLANEOUS PROVISIONS

**Section VII.1 Provisions Constitute Contract.** The provisions of this Resolution shall constitute a contract between the County and the Holder of the Series 2020-DWSRF-DL Warrant.

**Section VII.2 Severability.** The provisions of this Resolution are hereby declared to be severable. In the event any court of competent jurisdiction should hold any provision hereof to be invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Resolution.

**Section VII.3 Persons Deemed Owners of Series 2020-DWSRF-DL Warrant.** The County and the Authority Trustee may deem and treat the person in whose name the Series 2020-DWSRF-DL Warrant is registered as the absolute owner thereof for all purposes and all

payments by any of them to the person in whose name the Series 2020-DWSRF-DL Warrant is registered shall, to the extent thereof, fully discharge and satisfy all liability for the same.

**Section VII.4 Replacement of Mutilated, Lost, Stolen or Destroyed Series 2020-DWSRF-DL Warrant.** In the event the Series 2020-DWSRF-DL Warrant is mutilated, lost, stolen or destroyed, the County may execute and deliver a new Series 2020-DWSRF-DL Warrant of like tenor as that mutilated, lost, stolen or destroyed; provided that (a) in the case of any such mutilated Series 2020-DWSRF-DL Warrant, such Series 2020-DWSRF-DL Warrant is first surrendered to the County and the Authority Trustee, and (b) in the case of any such lost, stolen or destroyed Series 2020-DWSRF-DL Warrant, there is first furnished to the County and the Authority Trustee evidence of such loss, theft or destruction satisfactory to each of them, together with indemnity satisfactory to each of them. The County may charge the Holder with the expense of issuing any such new Series 2020-DWSRF-DL Warrant.

**Section VII.5 Provisions for Payment at Par.** Each Authority Trustee at which the Series 2020-DWSRF-DL Warrant shall at any time be payable, by acceptance of its duties as paying agent therefor, shall be construed to have agreed thereby with the Holder of the Series 2020-DWSRF-DL Warrant that it will make, out of the funds supplied to it for that purpose, all remittances of principal and interest on the Series 2020-DWSRF-DL Warrant in bankable funds at par without any deduction for exchange or other costs, fees or expenses.

**Section VII.6 County Bond Review Form.** The Commission hereby authorizes and directs the execution and filing by the Chairman of the Commission and the County Administrator of a County Government Bond Financing Review Form required pursuant to Act No. 2009-757 of the Legislature of Alabama.

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7. Approved payment of unused accrued annual leave per request from Edward Sullivan in the amount of \$1,561.24.
  8. Approved Speed Limit Posting of 25 mph on Holmes Blvd.
  9. Approved payment of unused accrued annual leave per request from Joshua Phillips in the amount of \$989.44.

## OLD BUSINESS

None

## REPORTS FROM STAFF

Chairman Gardiner announced that the Commission would now hear reports from staff. Upon being recognized by the Chair, the following reports were heard by the Commission:

### **County Administrator:**

Administrator Roger Creekmore reported that Judge Rosser requested a 5% raise in the 2019-2020 budget for the completion of Emily Benson's education training and would like the raise be retroactive as of August 21, 2020. Class was completed at the end of July. September 22, 2020 Rodney McCreless became a full-time jailer @ \$27,661.00 per yr. September 22, 2020, James Whitaker became a non-certified deputy @ \$29,304.72 per yr. September 22, 2020, Robert Jackson became a non-certified deputy @ 29,304.72 per yr. September 28, 2020, Dwight Smith was hired in as part-time courthouse security @ \$10.26 per hr. On September 22, 2020, Anthony Mitchell was hired as a part-time Booking/Jailer @ \$10.26 per hr.

**Chief Financial Officer:**

CFO April Bearden stated that the fiscal year 2019 - 2020 has been closed. A yearly review will be provided at a later meeting date.

**County Attorney:**

No Report.

**EMA Director:**

No Report.

**County Engineer:**

Chief Engineer Jeremy Robison reported that full width right of way mowing has started. This will take about 6 months to complete.

**NEW BUSINESS**

Chairman Gardiner announced that the next item of business before the Commission was to vote for the SEDA board appointment. The two candidates were Bill Alexander and Edward Mitchell.

Chairman Gardiner then asked Administrator Creekmore to call the roll of Commissioners so that each Commissioner could state the name of the candidate he or she favors for appointments to the pending vacancy. A roll call vote was had as follows:

Commissioner Barnes	Mitchell
Commissioner Black	Alexander
Commissioner Gardiner	Alexander
Commissioner Bailey	Mitchell
Commissioner Bendall	Mitchell
Commissioner Hovater	Alexander

Upon conclusion of voting, Chairman Gardiner announced that no nominee had received a majority of the votes cast, there being three votes in favor of Mr. Mitchell and three in favor of Mr. Alexander. Chairman Gardiner stated that therefore no person had been appointed to the pending vacancy.

**Discussion Items by Commissioners**

Commissioner Black expressed an opinion that there should be more accountability with grants awarded by the CCDC Committee and extended an invitation to Probate Judge Rosser to appear before the Commission to discuss the issue.

Commissioner Black provided Commissioners with information regarding Uncaptured revenue from appraised Property Values addressing Homestead, Tax Abatements and other exemptions. Commissioner Black encouraged the Commission and future Commissions to support Legislation which would eliminate exemptions.

Chairman Gardiner stated that the Chair would now entertain a motion to enter Executive Session for discussion with legal counsel regarding pending litigation. Commissioner Black made motion that the Commission enter into executive session for the purpose of discussing pending litigation with the Commission's legal counsel, and said motion was duly seconded. The Chair recognized the County Attorney and asked that he state for the record whether in his legal opinion the Alabama Open Meetings Act permitted the Commission to convene an executive session to conduct the proposed discussion. The County Attorney answered in the affirmative and presented the Chair with a letter stating such. The Chair ordered that a copy of such letter be spread upon the minutes of this meeting. After receiving the opinion of the County Attorney, the Chair stated that the Commission would vote on the main motion by call of the roll and asked the Administrator to call the names of Commissioners by District number. The vote of the Commissioners was as follows:

Commissioner Barnes	Yea
Commissioner Black	Yea
Commissioner Gardiner	Yea
Commissioner Bailey	Yea
Commissioner Bendall	Yea
Commissioner Hovater	Yea

Chairman Gardiner announced that the motion to enter executive session had to carried. Chairman Gardiner stated that the Commission would not reconvene at the close of the executive session. The Commission then entered executive session, with adjournment of the public portion of the meeting.

\_\_\_\_\_  
 COMMISSIONER, DISTRICT 1

\_\_\_\_\_  
 COMMISSIONER, DISTRICT 2

\_\_\_\_\_  
 CHAIRMAN

\_\_\_\_\_  
 COMMISSIONER, DISTRICT 4

\_\_\_\_\_  
 COMMISSIONER, DISTRICT 5

\_\_\_\_\_  
 COMMISSIONER, DISTRICT 6

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