



CITY OF BOAZ
Council Meeting Minutes
February 13, 2023
Boaz Senior Center – 6:00 PM

I. Call to Order

Mayor Dyar called the Council Meeting to order at 6:01 P.M.

PRESENT

Mayor David Dyar

Council Member David Ellis

Council Member Josh Greer

Council Member Johnny Willis

Council Member Jeff Sims

Council Member Mike Matthews

II. Invocation

Council Member Sims gave the Invocation.

III. Pledge of Allegiance

Council Member Greer led the Pledge of Allegiance.

IV. Would anyone like to speak under Public Comments?

Mayor Dyar asked if anyone would like to speak under Public Comments. There was no response.

V. Adoption of Agenda

Motion made by Council Member Willis, Seconded by Council Member Matthews.

Voting Yea: Mayor Dyar, Council Member Ellis, Council Member Greer, Council Member Willis, Council Member Sims, Council Member Matthews

VI. Reading and/or Approval of Minutes of Previous Council Meeting

1. Adopt the Work Session minutes and Council Meeting minutes from January 23, 2023.

Motion made by Council Member Sims, Seconded by Council Member Willis.

Voting Yea: Mayor Dyar, Council Member Ellis, Council Member Greer, Council Member Willis, Council Member Sims, Council Member Matthews

VII. Council Member Reports

1. Boaz Fire Department report for January 2023.

Council Member Ellis gave a report on the Boaz Fire Department for January 2023. See attached report.

2. Boaz Street Department report for January 2023.

Council Member Greer gave a report on the Boaz Street Department for January 2023. See attached report.

3. Boaz Police Department report for January 2023.

Council Member Willis gave a report on the Boaz Police Department for January 2023. See attached report.

4. Boaz Parks and Recreation report for January 2023.

Council Member Sims gave a report on the Boaz Parks and Recreation for January 2023. See attached report.

5. Boaz Senior Center report for January 2023.

Council Member Matthews gave a report on the Boaz Senior Center for January 2023. See attached report.

VIII. Public Hearings

1. A public hearing to discuss and amend Table 3-1 of the Boaz Zoning Ordinance 2021-1154.

Discuss Table 3-1 Uses Permitted in Residential Districts

- Change the Institutional use for Low Intensity on Table 3-1 from Permitted by right to Conditional use requiring approval by the Planning Commission in all Residential Districts.

Motion made by Council Member Ellis to open the public hearing at 6:10 P.M., Seconded by Council Member Greer.

Voting Yea: Mayor Dyar, Council Member Ellis, Council Member Greer, Council Member Willis, Council Member Sims, Council Member Matthews

Mayor Dyar asked if there was anyone to speak "for" or "against" the Zoning Ordinance amendment. There was no response.

Motion made by Council Member Ellis to close the public hearing at 6:11 P.M., Seconded by Council Member Greer.

Voting Yea: Mayor Dyar, Council Member Ellis, Council Member Greer, Council Member Willis, Council Member Sims, Council Member Matthews

IX. New Business

1. Accounts Payable - Approve the accounts payable voucher date January 20, 2023 through February 7, 2023 totaling \$426,755.94.

Motion made by Council Member Ellis, Seconded by Council Member Willis.

Voting Yea: Mayor Dyar, Council Member Ellis, Council Member Greer, Council Member Willis, Council Member Sims, Council Member Matthews

2. Presentation to Dr. Tom Warren with Snead State Horticulture Program.

Mayor Dyar and Council Members presented Dr. Tom Warren with the Snead State Horticulture Program a check and thanked them for everything they do. Dr. Tom Warren thanked the Mayor and Council.

3. Introduce Ordinance No. 2023-1165 to amend Table 3-1 of the Boaz Zoning Ordinance No. 2021-1154 as follows:

Table 3-1: Uses Permitted in Residential Districts: Amended to change the Institutional use for Low Intensity from Permitted Use (The use is permitted by right) to Conditional Use (Requiring approval by the Planning Commission) in all Residential Districts.

Motion made by Council Member Sims to suspend the rules in order to adopt Ordinance No. 2023-1165 to amend Table 3-1 of the Boaz Zoning Ordinance No. 2021-1154, Seconded by Council Member Greer.

Voting Yea: Mayor Dyar, Council Member Ellis, Council Member Greer, Council Member Willis, Council Member Sims, Council Member Matthews

Motion made by Council Member Sims to adopt Ordinance No. 2023-1165 to amend Table 3-1 of the Boaz Zoning Ordinance No. 2021-1154, Seconded by Council Member Willis.

Voting Yea: Mayor Dyar, Council Member Ellis, Council Member Greer, Council Member Willis, Council Member Sims, Council Member Matthews

4. Adopt Ordinance No. 2023-1166 preliminarily authorizing the issuance of General Obligation Warrants and validation proceedings in connection therewith.

Motion made by Council Member Willis, Seconded by Council Member Matthews.

Mayor Dyar announced this will just allow us, if we decide in the future, to go to the bond market.

Council Member Ellis asked if there was no money amount on this.

Mayor Dyar answered the limit will be low to high in case we decide to change in the Parameters meeting.

Voting Yea: Mayor Dyar, Council Member Ellis, Council Member Greer, Council Member Willis, Council Member Sims, Council Member Matthews

5. Approve the solicitation of bids for City Wide Paving.

Motion made by Council Member Greer, Seconded by Council Member Matthews.

Council Member Ellis asked if we would still be able to decipher this once the bids come in.

Mayor Dyar answered that we absolutely would. Mayor Dyar said we are just okaying the solicitation of bids.

Voting Yea: Mayor Dyar, Council Member Ellis, Council Member Greer, Council Member Willis, Council Member Sims, Council Member Matthews

6. Approve the solicitation of bids for Elder St. and Emory Ave. Emergency Repair.

Motion made by Council Member Sims, Seconded by Council Member Willis.

Mayor Dyar announced the bid opening will be Thursday at 10:00 A.M.

Voting Yea: Mayor Dyar, Council Member Ellis, Council Member Greer, Council Member Willis, Council Member Sims, Council Member Matthews

X. Mayor's Comments

1. The next Council Meeting will be February 27, 2023.

Mayor Dyar announced the next Council Meeting will be February 27, 2023.

XI. Adjourn

The Council Meeting adjourned at 6:21 P.M.

Motion made by Council Member Willis, Seconded by Council Member Matthews.
The motion passed on a unanimous voice vote.

David Dyar
Mayor

ATTEST:

Beth Stephens
City Clerk/Treasurer

ORDINANCE NO. 2023-1166
ORDINANCE PRELIMINARILY AUTHORIZING THE ISSUANCE
OF GENERAL OBLIGATION WARRANTS AND VALIDATION
PROCEEDINGS IN CONNECTION THEREWITH

WHEREAS, the City Council of Boaz, Alabama (the “City Council”) has found and determined that it will be in the best interests of the City of Boaz, Alabama (the “City”) and the residents thereof, subject to the conditions contained in this resolution, to issue its General Obligation Warrants, Series 2023-A (the “Series 2023-A Warrants”), the proceeds of which shall be used to pay for the acquisition, construction, and equipping of one or more of the following capital improvement projects being site grading, paving, utility relocation, new asphalt, parking lot lighting, sidewalks, decorative lighting, new roundabout and public road improvements to and from said roundabout, new pavilions, retention pond, fencing, curb and gutter (generally referred to as the “Boaz Commons Project”), new baseball/softball field improvements constituting redesign and repair and construction of pickleball courts (generally referred to as the “Recreational Improvements”), public road improvements, and/or other capital improvements (collectively the “Series 2023-A Improvements”). The City also plans to issue its General Obligation Warrants, Series 2023-B (Federally Taxable) (the “Series 2023-B Warrants”), the proceeds of which shall be used to finance parking areas to be located in front of retail sites located at the Boaz Commons Project and/or other capital improvements (collectively, the “Series 2023-B Improvements”). The Series 2023-A Warrants and Series 2023-B Warrants are collectively referred to herein as the “Series 2023 Warrants”).

WHEREAS, the Series 2023 Warrants will be issued under the terms of a warrant ordinance to be adopted by the City at a later date (the “Warrant Ordinance”).

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOAZ, ALABAMA as follows:

1. Subject to the conditions contained in this resolution, the governing body does hereby approve the issuance of the Series 2023-A Warrants in an aggregate principal amount not to exceed \$11,500,000 and Series 2023-B Warrants in an aggregate principal amount not to exceed \$1,500,000. The Series 2023 Warrants shall be issued under the Warrant Ordinances (draft copies of which are attached to this ordinance and shall be made a part of the minutes of this meeting in substantially similar form expected to be adopted by the governing body of the City once final sale terms for the Warrants are finalized). The Warrants shall be general obligations of the City secured by its full faith and credit. The Warrant Ordinance provides that the proceeds from the sale of the Series 2023-A Warrants shall be used to finance the Series 2023-A Improvements and that the proceeds from the sale of the 2023-B Warrants shall be used to finance the Series 2023-B Improvements. Other proceeds of the Series 2023 Warrants may be used to pay the expenses of issuing the Series 2023 Warrants.

2. The Series 2023 Warrants shall bear interest at fixed or variable rates that will be determined at the time of the sale of the Warrants; provided however, the maximum interest rate on the Series 2023-A Warrants shall not exceed 5.00% per annum and the maximum interest rate on the Series 2023-B Warrants shall not exceed 7.00%. Interest on the Series 2023 Warrants shall

be payable semiannually on dates to be set forth in the Warrant Ordinance. The principal of the Series 2023 Warrants shall be payable in installments and in such amounts as shall be approved by the governing body of the City prior to the issuance of the Series 2023 Warrants. The final maturity of the Series 2023 Warrants shall be no later than thirty (30) years after the issuance date of the Series 2023 Warrants.

3. The Series 2023 Warrants shall be subject to redemption in whole or in part, at the option of the City, in the manner and subject to the terms and conditions provided in the Warrant Ordinance. The redemption dates and redemption prices shall be determined prior to the sale and issuance of the Series 2023 Warrants and shall be consistent with the requirements of Alabama law.

4. The City Council shall approve by subsequent ordinance such other matters and documents as may be necessary, appropriate or helpful in connection with the sale and issuance of the Series 2023 Warrants. In anticipation of the sale and issuance of the Series 2023 Warrants the Mayor, all members of the City Council, the attorney for the City (“City Counsel”), Bond Counsel for the City (defined below), and any other officers of the City are each hereby authorized and directed to do and perform or cause to be done and performed in the name and on behalf of the City such other acts, to pay or cause to be paid on behalf of the City such reasonable and necessary related costs and expenses, and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, requests, demands, directions, consents, approvals, orders, applications, certificates, agreements, further assurances, or other instruments or communications, under the official seal of the City, or otherwise, as they or any of them may deem necessary, advisable, or appropriate in order to (i) carry into effect the intent of the provisions of this ordinance, or (ii) demonstrate the validity of the Series 2023 Warrants, and the exemption of interest on the Series 2023-A Warrants from federal and State of Alabama income taxation.

5. The City Council hereby authorizes Maynard Cooper & Gale, P.C., in its capacity as bond counsel (“Bond Counsel”) on behalf of the City, to file a validation petition pursuant to Sections 6-6-750, et seq. of the Recompiled Code of Alabama, 1975, in connection with the proposed issuance of the Series 2023 Warrants and the security therefor. The Mayor of the City, City Council, City Attorney, and/or Bond Counsel are each hereby separately authorized to take such action and to participate in any proceedings necessary or convenient to effectuate the validation of said Series 2023 Warrants and the security therefor.

6. The City Council hereby engages Raymond James & Co., Inc. (the “Underwriter”), to serve as underwriter for the offering of the Series 2023 Warrants and hereby authorizes and instructs Bond Counsel to participate with said Underwriter in the offering of the Series 2023 Warrants, to prepare a Preliminary Official Statement and such other documents necessary or convenient to solicit proposals from various rating agencies and/or credit enhancement providers in connection with the Warrants and to report said findings to the governing body of the City.

7. The City plans to issue the Series 2023 Warrants pursuant to Article IV, Section 94.01 of the Alabama Constitution and hereby authorizes Bond Counsel to coordinate with the City to conduct a public hearing required by said constitutional provision and any other public notices or hearings required by said constitutional provision and/or bond validation proceeding.

Adopted this 13th day of February, 2023.

Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2023-_____

**An Ordinance Authorizing the Issuance of
[\$11,500,000] General Obligation Warrants, Series 2023-A**

Adopted by

the City Council of

Boaz, Alabama

on

March __, 2023

TABLE OF CONTENTS

	Page
ARTICLE 1 Definitions.....	1
SECTION 1.1 Definitions and Use of Phrases	1
ARTICLE 2 Representations and Warranties.....	4
SECTION 2.1 Findings, Representations and Warranties	4
ARTICLE 3 The Warrants.....	4
SECTION 3.1 Authorization of Warrants.....	4
SECTION 3.2 Specific Title and Terms	5
SECTION 3.3 Redemption of Warrants	6
SECTION 3.4 The Book Entry System	9
SECTION 3.5 Alternate Provisions Regarding Payment, Registration, Transfer and Exchange of Warrants	9
SECTION 3.6 Form of Warrant.....	11
SECTION 3.7 Mutilated, Destroyed, Lost and Stolen Warrants	17
SECTION 3.8 Persons Deemed Owners.....	18
SECTION 3.9 Paying Agent.....	18
SECTION 3.10 Payments Due on a Day Other than a Business Day.....	18
ARTICLE 4 Source of Payment	18
SECTION 4.1 General Obligations	18
SECTION 4.2 Provision for Payment of Warrants.....	19
ARTICLE 5 The Warrant Fund	19
SECTION 5.1 The Warrant Fund	19
SECTION 5.2 Transfer of Funds	20
SECTION 5.3 Security for Warrant Fund	20
SECTION 5.4 Investment of Warrant Fund	20
ARTICLE 6 Sale and Delivery of Warrants	21
SECTION 6.1 Sale of Warrants.....	21
SECTION 6.2 Approval of Documents and Closing Papers	21
SECTION 6.3 Application of Proceeds	21
SECTION 6.4 Appointment of Bond Counsel.....	21
ARTICLE 7 Miscellaneous.....	22
SECTION 7.1 Amendment of Description of Capital Improvements	22
SECTION 7.2 Tax Status of Warrants.....	22
SECTION 7.3 Continuing Disclosure Agreement	22
SECTION 7.4 Agreement to Pay Attorneys' Fees.....	22
SECTION 7.5 Provisions of Ordinance a Contract	22
SECTION 7.6 Separability Clause.....	23
SECTION 7.7 Notices to Warrantholders.....	23
SECTION 7.8 Repeal of Conflicting Provisions	23
SECTION 7.9 Effect of Headings and Table of Contents	23

ORDINANCE NO. 2023-_____

An Ordinance Authorizing the Issuance of
[\$11,500,000] General Obligation Warrants, Series 2023-A

BE IT ORDAINED BY THE GOVERNING BODY OF BOAZ, ALABAMA, as follows:

ARTICLE 1

Definitions

SECTION 1.1 Definitions and Use of Phrases

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

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

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

“**Authorized Denominations**” means \$5,000 or any multiple thereof.

“**Authorized Representative of the Issuer**” means the Mayor, the City Clerk, or any other officer of the Issuer authorized by resolution or ordinance of its governing body to act as an Authorized Representative of the Issuer for purposes of this Authorizing Ordinance.

“**Authorizing Ordinance**” refers to this Ordinance adopted by the governing body of the Issuer on March __, 2023.

“**Book Entry System**” means the electronic system maintained by DTC for the ownership, transfer, exchange and payment of debt obligations.

“**Business Day**” means any day other than a Saturday, a Sunday or a day on which banking institutions are required or authorized to close in the city where the Office of the Paying Agent is located.

“**Capital Improvements**” means the facilities to be acquired and constructed with the proceeds of the Warrants, more particularly described in *Section 2.1*, as amended from time to time pursuant to *Section 7.1*.

“**Continuing Disclosure Agreement**” means the Continuing Disclosure Agreement entered into by the Issuer in connection with the issuance of the Warrants pursuant to Rule 15c2-12 of the Securities and Exchange Commission.

“**Debt Service**” means the principal, premium (if any) and interest payable on the Warrants.

“**Defaulted Interest**” shall have the meaning stated in *Section 3.5(l)*.

“**DTC**” means The Depository Trust Company and its successors and assigns.

“**Enabling Law**” collectively refers to Section 94.01 of the Recompiled Constitution of Alabama of 1901, as may be amended from time to time.

“**Favorable Tax Opinion**” means an Opinion of Counsel stating in effect that the proposed action, together with any other changes with respect to the Warrants made or to be made in connection with such action, will not cause interest on the Warrants to become includible in gross income of the Warrantholders for purposes of federal income taxation.

“**Federal Securities**” means direct obligations of, or obligations the payment of which is guaranteed by, the United States of America.

“**Fitch**” means Fitch Ratings, Inc.

“**Interest Payment Date**”, when used with respect to any installment of interest on a Warrant, means the date specified in such Warrant as the fixed date on which such installment of interest is due and payable.

“**Internal Revenue Code**” means the Internal Revenue Code of 1986, as amended.

“**Issuer**” means the City of Boaz, Alabama, a political subdivision of the State of Alabama.

“**Maturity Date**”, when used with respect to any Warrant, means the date specified herein and in such Warrant as the date on which the principal of such Warrant is due and payable.

“**Moody’s**” means Moody’s Investors Service, Inc.

“**Office of the Paying Agent**” means the office of the Paying Agent where it performs its duties as Paying Agent under this Authorizing Ordinance.

“**Opinion of Counsel**” means an opinion from an attorney or firm of attorneys with experience in the matters to be covered in the opinion. Except as otherwise expressly provided in this Authorizing Ordinance, the attorney or attorneys rendering such opinion may be counsel for the Issuer, including counsel in the full-time employment of the Issuer.

“**Original Purchaser**” means the original purchaser of the Warrants from the Issuer identified in *Section 6.1*.

“**Outstanding**” when used with respect to Warrants means, as of the date of determination, all Warrants authenticated and delivered under this Authorizing Ordinance, except:

(1) Warrants cancelled by the Paying Agent or delivered to the Paying Agent for cancellation,

(2) Warrants for whose payment or redemption money in the necessary amount has been deposited with the Paying Agent for the Warrantholders of such Warrants, provided that, if such Warrants are to be redeemed, notice of such redemption has been duly given pursuant to this Authorizing Ordinance or provision therefor satisfactory to the Paying Agent has been made; and

(3) Warrants in exchange for or in lieu of which other Warrants have been registered and delivered under this Authorizing Ordinance.

“**Paying Agent**” means the entity appointed pursuant to *Section 3.9* to serve as “Paying Agent” under this Authorizing Ordinance, until a successor Paying Agent shall have become such pursuant to the applicable provisions of this Authorizing Ordinance, and thereafter “Paying Agent” means such successor.

“**Policy**” shall mean the Municipal Bond Insurance Policy issued by BAM that guarantees the scheduled payment of principal of and interest on the Warrants when due.

“**Post-Default Rate**”, when used with respect to Debt Service on any Warrant, means a rate 200 basis points higher than the interest rate borne by such Warrant.

“**Qualified Investments**” means:

(1) Federal Securities,

(2) A certificate of deposit issued by, or other interest bearing deposit with, any bank subject to regulation by the United States of America or any state thereof (including without limitation the Paying Agent), provided that (i) the long-term debt obligations of such bank are rated investment grade or higher by any Rating Agency, (ii) such deposit is insured by the Federal Deposit Insurance Corporation or (iii) such deposit is secured pursuant to the Security for Alabama Funds Enhancement Act, Section 41-14A-1 et seq. of the Code of Alabama 1975, and

(3) Any other investment authorized by applicable law.

“**Rating Agency**” means Moody’s, S&P, Fitch and any other nationally recognized securities rating agency.

“**Regular Record Date**”, when used with respect to the payment of interest on any Warrant, means the date which is 15 calendar days before any date on which interest is due and payable on the Warrants.

“**S&P**” means S&P Global Ratings, a division of The McGraw-Hill Companies.

“**Security Documents**” shall mean the Authorizing Ordinance and/or any additional or supplemental document executed in connection with the Warrants.

“**Special Record Date**” for the payment of any Defaulted Interest on Warrants means the date fixed by the Paying Agent pursuant to *Section 3.5*.

“**Tax Certificate and Agreement**” means the Tax Certificate and Agreement entered into by the Issuer in connection with the issuance of the Warrants.

“**Tenor**”, when used to describe the distinguishing characteristics of a Warrant or group of Warrants, means the series designation, Maturity Date, interest rate and CUSIP number of such Warrant or group of Warrants. Warrants of the same Tenor have the same series designation, Maturity Date, interest rate and CUSIP number.

“**Term Warrant**” means Warrants scheduled for mandatory redemption in accordance with the provisions of *Section 3.3(a)(2)*.

“**Warrant Fund**” means the fund established pursuant to *Section 5.1*.

“**Warrant Payment Date**” means each date (including any date fixed for redemption of Warrants) on which Debt Service is payable on the Warrants.

“**Warrant Register**” means the register for the registration and transfer of Warrants maintained by the Issuer pursuant to *Section 3.5*.

“**Warrantholder**”, when used with respect to any Warrant, means (i) if the Book Entry System is not in effect, the person in whose name such Warrant is registered on the Warrant Register maintained by the Paying Agent, and (ii) if the Book Entry System is in effect, the beneficial owner of such Warrant on the records maintained pursuant to the Book Entry System.

“**Warrants**” means the Warrants issued pursuant to this Authorizing Ordinance.

ARTICLE 2

Representations and Warranties

SECTION 2.1 Findings, Representations and Warranties

The Issuer hereby finds, represents and warrants as follows:

(a) **Purpose of Warrants.** The Warrants are being issued for the purposes of financing (a) the acquisition, construction, and equipping of one or more of the following capital improvement projects being site grading, paving, utility relocation, new asphalt, parking lot lighting, sidewalks, decorative lighting, new roundabout and public road improvements to and from said roundabout, new pavilions, retention pond, fencing, curb and gutter (generally referred to as the “Boaz Commons Project”), new baseball/softball field improvements constituting redesign and repair and construction of pickleball courts (generally referred to as the “Recreational Improvements”), public road improvements, and/or other capital improvements (collectively the “Series 2023-A Improvements”); and (b) the costs of issuance.

(b) **Debt Limit.** Immediately after the issuance of the Warrants allocable to the City Equipment Improvements and Paving Improvements, the total indebtedness of the Issuer chargeable against the debt limitation for the Issuer prescribed by the Constitution of the State of Alabama will not be more than 20% of the assessed valuation of taxable property within the boundaries of the Issuer for the last fiscal year (ended September 30, 2022) nor will the aggregate value of all of the City’s debt obligations issued under the Enabling Law (inclusive of the Warrants”) exceed 50% of the City’s net assessed value determined for the last fiscal year (ended September 30, 2022).

ARTICLE 3

The Warrants

SECTION 3.1 Authorization of Warrants

Pursuant to the authority to do so contained in the applicable provisions of the constitution and laws of Alabama, including particularly the Enabling Law, the Issuer hereby authorizes the issuance of the Warrants for the purposes specified in *Article 2*.

SECTION 3.2 Specific Title and Terms

(a) **Title and Amount.** The Warrants shall be entitled “General Obligation Warrants, Series 2023-A”. The aggregate principal amount of the Warrants which may be Outstanding is limited to [\$11,500,000].

(b) **Authorized Denominations.** The Warrants shall be issued in Authorized Denominations.

(c) **Form and Number.** The Warrants shall be issued as registered warrants without coupons. The Warrants shall be numbered separately from 1 upward. In order to facilitate the Book Entry System, a single Warrant certificate for all Warrants of the same Tenor shall be delivered to the Paying Agent. The Warrants shall be substantially in the form required by *Section 3.6*.

(d) **Maturity Dates and Interest Rates.** The Warrants shall mature on February 1 in years and amounts and shall have fixed rates of interest as set forth in the following table:

Year of Maturity (_____1)	Principal Amount Maturing	Applicable Fixed Rate
--	--	--

(e) **Date.** The Warrants shall be dated as of the date of initial delivery of the Warrants.

(f) **Interest Payment Dates.** Interest on the Warrants shall be payable in arrears on February 1 and August 1 in each year, beginning on August 1, _____.

(g) **Person to Whom Interest Payable.** If the Book Entry System is in effect, the Paying Agent shall pay interest to DTC, and interest payments shall be distributed by DTC to Warrantholders in accordance with the rules and regulations of DTC. If the Book Entry System is terminated, the interest due on any Interest Payment Date for the Warrants shall be payable to Warrantholders as of the Regular Record Date for such Interest Payment Date.

(h) **Computation of Interest Accrual.** The Warrants shall bear interest from their date, or the most recent date to which interest has been paid or duly provided for, at the applicable rate per annum set forth in this Section. Interest shall be computed on the basis of a 360-day year with 12 months of 30 days each.

(i) **Interest on Overdue Payments.** Interest shall be payable on overdue principal on the Warrants and (to the extent legally enforceable) on any overdue installment of interest on the Warrants at the Post-Default Rate.

(j) **Execution and Authentication.** Physical certificates evidencing the Warrants shall be executed on behalf of the Issuer by the Mayor under its corporate seal reproduced thereon and attested by its City Clerk. The City Clerk shall register the Warrants as a claim against the Warrant Fund. The signature of any of these officers on the Warrants may be manual or, to the extent permitted by law, facsimile. Warrants bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the Issuer shall bind the Issuer, notwithstanding that such individuals or any of them shall have ceased to hold such offices prior to the authentication and delivery of such Warrants or shall not have held such offices at the date of such Warrants. No Warrant shall be secured by, or be entitled to any lien, right or

benefit under this Authorizing Ordinance or be valid or obligatory for any purpose, unless there appears on such Warrant a certificate of authentication substantially in the form provided for herein, executed by the Paying Agent by manual signature, and such certificate upon any Warrant shall be conclusive evidence, and the only evidence, that such Warrant has been duly authenticated and delivered hereunder.

(k) **Currency for Payment.** Payment of Debt Service on the Warrants shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

SECTION 3.3 Redemption of Warrants

(a) **Redemption Provisions.** The Warrants shall be subject to redemption prior to maturity as follows:

(1) **Optional Redemption.** Those of the Warrants having stated maturities in 20__ and thereafter shall be subject to redemption at the option of the Issuer, as a whole or in part (and if in part, in authorized denominations and such maturities as the Issuer in its discretion shall select and by random selection within a maturity), on February 1, 20__, and on any Business Day thereafter, at and for a redemption price equal to the principal amount of the Warrants to be redeemed, plus accrued interest thereon to the date fixed for redemption.

(2) **Scheduled Mandatory Redemption.** The Warrants maturing in 20__ and 20__ (collectively, the “Term Warrants”) are referred to in this Authorizing Ordinance as “Term Warrants”. Term Warrants shall be redeemed, at a redemption price equal to 100% of the principal amount to be redeemed plus accrued interest thereon to the redemption date, on dates and in principal amounts (after credit as provided below) as follows:

Term Warrants Maturing in 20__

Redemption Date (February 1)	Principal Amount to be Redeemed
---	--

Term Warrants Maturing in 20__

Redemption Date (February 1)	Principal Amount to be Redeemed
---	--

Not later than the date on which notice of scheduled mandatory redemption is to be given, the Paying Agent shall select affected Term Warrants for redemption by lot; provided, however, that Issuer may, by timely notice delivered to the Paying Agent, direct that any or all of the following amounts be credited against the principal amount of Term Warrants scheduled for redemption on such date: (i) the principal amount of Term Warrants of such Tenor delivered by Issuer to the Paying Agent for cancellation and not previously claimed as a credit; (ii) the principal amount of Term Warrants of such Tenor previously redeemed (other than Term Warrants of such Tenor redeemed pursuant to the scheduled mandatory redemption requirement) and not previously claimed as a credit; and (iii) the principal amount of Term Warrants of such Tenor otherwise defeased and not previously claimed as a credit.

(b) **Election to Redeem.** Warrants shall be redeemed in accordance with the scheduled mandatory redemption provisions without any direction from or consent by the Issuer. The election of Issuer to exercise any right of optional redemption shall be evidenced by notice from an Authorized Representative of the Issuer to the Paying Agent at least 3 Business Days prior to the date when notice of the redemption must be given to Warrantholders (unless a shorter notice is acceptable to the Paying Agent). An election to redeem shall specify (i) the principal amount of Warrants to be redeemed (if less than all Warrants Outstanding are to be redeemed pursuant to such option), (ii) the Tenor of Warrants to be redeemed, (iii) the redemption date, and (iv) any conditions to such redemption specified in accordance with the provisions of *Section 3.3(d)(5)*.

(c) **Selection of Warrants to be Redeemed.** Except as otherwise provided in the specific redemption provisions for the Warrants:

(1) If less than all Warrants Outstanding are to be redeemed, the principal amount of Warrants of each Tenor to be redeemed may be specified by Issuer by notice delivered to the Paying Agent not less than 3 Business Days prior to the date when the Paying Agent must give notice of the redemption to Warrantholders (unless a shorter notice is acceptable to the Paying Agent), or, in the absence of timely receipt by the Paying Agent of such notice, shall be selected by the Paying Agent by lot or by such other method as the Paying Agent shall deem fair and appropriate; provided, however, that the principal amount of Warrants of each Tenor to be redeemed may not be larger than the principal amount of Warrants of such Tenor then eligible for redemption and may not be smaller than the smallest Authorized Denomination.

(2) If less than all Warrants with the same Tenor are to be redeemed, the particular Warrants of such Tenor to be redeemed shall be selected by the Paying Agent from the Outstanding Warrants of such Tenor then eligible for redemption by lot or by such other method as the Paying Agent shall deem fair and appropriate and which may provide for the selection for redemption of portions (in Authorized Denominations) of the principal of Warrants of such Tenor of a denomination larger than the smallest Authorized Denomination.

(3) The Paying Agent shall promptly notify the Issuer of the Warrants selected for redemption and, in the case of any Warrant selected for partial redemption, the principal amount thereof to be redeemed.

(4) For all purposes of this Authorizing 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.

(d) **Notice of Redemption.** Notice of redemption shall be given as follows:

(1) Notice of redemption shall be given to the affected Warrantholder not less than 20 days prior to the redemption date. If the Book Entry System is in effect, notice of redemption shall be given to DTC and shall be forwarded by DTC to Warrantholders through methods established by the rules and regulations of the Book Entry System. If the Book Entry System is not in effect, notice of redemption shall be given to Warrantholders by certified mail.

(2) All notices of redemption shall state:

(A) the redemption date,

(B) the redemption price,

(C) 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,

(D) 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

(E) any conditions to such redemption specified in accordance with the provisions of **Section 3.3(d)(5)**.

(4) Notice of optional redemption of Warrants shall be given by the Paying Agent on behalf of the Issuer unless the Issuer elects to give such notice itself. If the Issuer gives notice of optional redemption, it shall deliver a copy of such notice to the Paying Agent on the following Business Day. Notice of redemption of Warrants in accordance with the scheduled mandatory redemption provisions of the Warrants shall be given by the Paying Agent on behalf of the Issuer without any notice to, or consent of, the Issuer.

(5) A notice of optional redemption may state that the redemption of Warrants is contingent upon specified conditions, such as receipt of a specified source of funds, or the occurrence of specified events. If the conditions for such redemption are not met, the Issuer shall not be required to redeem the Warrants (or portions thereof) identified in such notice, and any Warrants surrendered on the specified redemption date shall be returned to the Warrantholders of such Warrants.

(e) **Deposit of Redemption Price.** On the applicable redemption date, an amount of money sufficient to pay the redemption price of all the Warrants which are to be redeemed on that date shall be deposited with the Paying Agent, unless the notice of redemption specified contingencies that were not met on the redemption date. Such money shall be held by the Paying Agent for the benefit of the persons entitled to such redemption price.

(f) **Warrants Payable on Redemption Date.** If notice of redemption is given and any conditions to such redemption specified pursuant to **Section 3.3(d)(5)** are met, the Warrants to be redeemed shall become due and payable on the redemption date at the applicable redemption price and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Warrants shall cease to bear interest.

(g) **Partial Redemption.** If the Book Entry System is in effect, partial redemption of any Warrant shall be effected in accordance with the Book Entry System. If the Book Entry System has been

terminated, any Warrant which is to be redeemed only in part shall be surrendered at the Office of the Paying Agent with all necessary endorsements for transfer, and the Issuer shall execute and the Paying Agent shall authenticate and deliver to the Warrantholder of such Warrant, without service charge, a new Warrant or Warrants of the same Tenor and of any Authorized Denomination or Denominations as requested by such Warrantholder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Warrant surrendered.

SECTION 3.4 The Book Entry System

(a) The ownership, transfer, exchange and payment of Warrants shall be governed by the Book Entry System administered by DTC until the Book Entry System is terminated pursuant to *Section 3.4(c)*.

(b) Except as otherwise expressly provided in this Authorizing Ordinance, while Warrants are in the Book Entry System the following provisions shall apply:

(1) In order to facilitate the Book Entry System, a physical certificate or physical certificates for the Warrants shall be executed and authenticated, registered in the name of DTC or its nominee, and delivered to DTC for safekeeping (including safekeeping by the Paying Agent pursuant to the “FAST” system or other procedures of the Book Entry System).

(2) The term “Warrant” means each separate security credited to a beneficial owner (or entitlement holder) pursuant to the Book Entry System, and the term “Warrantholder” means the person identified pursuant to the Book Entry System as the beneficial owner of the related security.

(3) The terms and limitations of this Authorizing Ordinance with respect to each separate Warrant shall be applicable to each separate security credited to a beneficial owner under the Book Entry System.

(4) All payments of Debt Service on the Warrants shall be made by the Paying Agent through the Book Entry System, and payments by such method shall be valid and effective fully to satisfy and discharge the Issuer’s obligations with respect to such payments.

(c) The Paying Agent shall discontinue the Book Entry System at the request of the Issuer. The Paying Agent may terminate the Book Entry System without direction from, or consent of, the Issuer if the Paying Agent determines in good faith that termination is in the best interest of the Warrantholders. Notice of termination of the Book Entry System shall be given to Warrantholders not less than 20 days before such termination is effective.

(d) If the Book Entry System is discontinued, (i) a physical certificate or physical certificates shall be executed, authenticated and delivered to each beneficial owner, or entitlement holder, under the Book Entry System in accordance with such person’s ownership of Warrants, (ii) such certificates shall be registered in the Warrant Register maintained by the Paying Agent, and (iii) the remaining provisions of this Article shall govern the registration, transfer, exchange and payment of Warrants.

SECTION 3.5 Alternate Provisions Regarding Payment, Registration, Transfer and Exchange of Warrants

(a) If the Book Entry System is discontinued, the provisions of this Section shall control the registration, transfer, exchange and payment of Warrants.

(b) Payment of Debt Service on the Warrants shall be made as follows:

(1) Payment of interest on the Warrants which is due on any Interest Payment Date shall be made by check or draft mailed by the Paying Agent to the persons entitled thereto at their addresses appearing in the Warrant Register. Such payments of interest shall 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 and payment of accrued interest on the Warrants due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender thereof at the Office of the Paying Agent.

(3) Upon the written request of any Warrantholder, the Paying Agent shall make payments of Debt Service by wire transfer, provided that (i) such request contains adequate instructions for the method of payment, and (ii) payment of the principal of (and redemption premium, if any, on) such Warrants and payment of the accrued interest on such Warrants due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender of such Warrants to the Paying Agent.

(c) The Issuer shall cause to be kept at the Office of the Paying Agent a register (herein sometimes referred to as the "Warrant Register") in which, subject to such reasonable regulations as it may prescribe, the Issuer shall provide for the registration of Warrants and registration of transfers of Warrants entitled to be registered or transferred as herein provided. The Paying Agent is hereby appointed as agent of the Issuer for the purpose of registering Warrants and transfers of Warrants as herein provided.

(d) Upon surrender for transfer of any Warrant at the Office of the Paying Agent, the Issuer shall execute, and the Paying Agent shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Warrants of the same Tenor, of any Authorized Denominations and of a like aggregate principal amount.

(e) At the option of the Warrantholder, Warrants may be exchanged for other Warrants of the same Tenor, of any Authorized Denominations and of a like aggregate principal amount, upon surrender of the Warrants to be exchanged at the Office of the Paying Agent. Whenever any Warrants are so surrendered for exchange, the Issuer shall execute, and the Paying Agent shall authenticate and deliver, the Warrants which the Warrantholder making the exchange is entitled to receive.

(f) All Warrants surrendered upon any exchange or transfer provided for in this Authorizing Ordinance shall be promptly cancelled by the Paying Agent.

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

(h) Every Warrant presented or surrendered for transfer or exchange shall contain, or be accompanied by, all necessary endorsements for transfer.

(i) No service charge shall be made for any transfer or exchange of Warrants, but the Issuer 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.

(j) The Issuer shall not be required (i) to transfer or exchange any Warrant during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Warrants and ending at the close of business on the day of such mailing, or (ii) to transfer or exchange any Warrant so selected for redemption in whole or in part.

(k) Interest on any Warrant which is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid to the person in whose name that Warrant is registered at the close of business on the Regular Record Date for such Interest Payment Date.

(l) Any interest on any Warrant which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the Warrantholder on the relevant Regular Record Date solely by virtue of such Warrantholder having been such Warrantholder; and such Defaulted Interest shall be paid by the Issuer to the persons in whose names such Warrants are registered at the close of business on a special record date (herein called a "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Issuer shall notify the Paying Agent of the amount of Defaulted Interest proposed to be paid on each Warrant and the date of the proposed payment (which date shall be such as will enable the Paying Agent to comply with the next sentence hereof), and at the same time the Issuer shall deposit with the Paying Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held for the benefit of the persons entitled to such Defaulted Interest as in this subsection provided. Thereupon, the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Paying Agent of the notice of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed by certified mail to each Warrantholder at his address as it appears in the Warrant Register not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the persons in whose names the Warrants are registered on such Special Record Date.

(m) Subject to the foregoing provisions of this Section, each Warrant delivered under this Authorizing Ordinance upon transfer of or in exchange for or in lieu of any other Warrant shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Warrant and each such Warrant shall bear interest from such date that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

(n) All Warrants surrendered for payment, redemption, transfer or exchange, shall be promptly cancelled by the Paying Agent. The Paying Agent may destroy cancelled certificates. 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 Authorizing Ordinance.

SECTION 3.6 Form of Warrant

The Warrants and the authentication certificate shall be substantially in the following form, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Authorizing Ordinance:

[Form of Warrant]

CITY OF BOAZ, ALABAMA

General Obligation Warrant, Series 2023-A

No. _____ \$ _____

Maturity Date: _____ **Interest Rate:** _____

CUSIP No.: _____

The City of Boaz, Alabama, a municipal corporation of the State of Alabama (the "Issuer"), for value received, hereby acknowledges that it is indebted in the principal sum of

_____ **Dollars**

and hereby directs its Treasurer of the Issuer to pay (but solely out of the Warrant Fund referred to below) such principal sum to

CEDE & Co., Inc.,

or registered assigns, on the Maturity Date specified above and to pay (but solely out of the Warrant Fund) interest on such principal sum from the date hereof, or the most recent date to which interest has been paid or duly provided for, until such principal sum shall become due and payable, at the per annum rate of interest specified above. Interest shall be payable on February 1 and August 1 in each year, beginning August 1, 20__ (each such date being herein called an "Interest Payment Date"), and shall be computed on the basis of a 360 day year with 12 months of 30 days each. Interest shall be payable on overdue principal (and premium, if any) on this warrant and (to the extent legally enforceable) on any overdue installment of interest on this warrant at the Post-Default Rate specified in the Warrant Ordinance referred to below.

Authorizing Document

This warrant is one of a duly authorized issue of warrants of the Issuer, aggregating [\$11,500,000] in principal amount, entitled "General Obligation Warrants, Series 2023-A" (the "Warrants") and issued under and pursuant to an ordinance duly adopted by the governing body of the Issuer (the "Warrant Ordinance") and the constitution and laws of the State of Alabama, including particularly Section 94.01 of the Recompiled Constitution of Alabama of 1901, as amended. Capitalized terms not otherwise defined herein shall have the meaning assigned in the Warrant Ordinance.

Transfer, Registration, Exchange and Payment Provisions

The ownership, transfer, exchange and payment of Warrants shall be governed by the Book Entry System administered by DTC until the Book Entry System is terminated pursuant to the terms and conditions of the Warrant Ordinance. If the Book Entry System is terminated, the Warrant Ordinance provides alternate provisions for the ownership, transfer, registration, exchange and payment of Warrants.

Authorized Denominations

The Warrants are issuable in denominations of \$5,000 and any multiple thereof.

Paying Agent

The Warrant Ordinance provides that [Paying Agent], a national banking association, will serve as “Paying Agent” with respect to the Warrants unless and until a successor is appointed pursuant to the terms and conditions of the Warrant Ordinance. For purposes of this warrant and the Warrant Ordinance, the Office of the Paying Agent means the office where the Paying Agent performs its duties under the Warrant Ordinance.

Source of Payment

The Issuer has issued the Warrants as general obligations of the Issuer and Issuer has pledged its full faith and credit to the repayment thereof.

Redemption Prior to Maturity

In the manner and with the effect provided in the Warrant Ordinance, the Warrants are subject to redemption prior to maturity as follows:

(1) **Optional Redemption.** Those of the Warrants having stated maturities in 20__ and thereafter shall be subject to redemption at the option of the Issuer, as a whole or in part (and if in part, in authorized denominations and such maturities as the Issuer in its discretion shall select and by random selection within a maturity), on February 1, 20__, and on any Business Day thereafter, at and for a redemption price equal to the principal amount of the Warrants to be redeemed, plus accrued interest thereon to the date fixed for redemption.

(2) **Scheduled Mandatory Redemption.** The Warrants maturing in 20__ and 20__ (collectively, the “Term Warrants”) are referred to in this Authorizing Ordinance as “Term Warrants”. Term Warrants shall be redeemed, at a redemption price equal to 100% of the principal amount to be redeemed plus accrued interest thereon to the redemption date, on dates and in principal amounts (after credit as provided below) as follows:

Term Warrants Maturing in 20__

Redemption Date (February 1)	Principal Amount to be Redeemed
---	--

Term Warrants Maturing in 20__

Redemption Date (February 1)	Principal Amount to be Redeemed
---	--

If less than all Warrants outstanding are being redeemed, the Warrant Ordinance provides procedures for selection of Warrants to be redeemed.

Notice of redemption of any other Warrant shall be given not less than 20 days prior to the redemption date. If the Book Entry System is in effect, notice of redemption shall be given to DTC and shall be forwarded by DTC to Warranholders through methods established by the rules and regulations of the Book Entry System. If the Book Entry System is not in effect, notice of redemption shall be given to Warranholders by certified mail.

A notice of optional redemption may state that the redemption of Warrants is contingent upon specified conditions, such as receipt of a specified source of funds, or the occurrence of specified events. If the conditions for such redemption are not met, the Issuer shall not be required to redeem the Warrants (or portions thereof) identified in such notice, and any Warrants surrendered on the specified redemption date shall be returned to the Warranholders of such Warrants.

On the applicable redemption date, an amount of money sufficient to pay the redemption price of all the Warrants which are to be redeemed on that date shall be deposited with the Paying Agent, unless the notice of redemption specified contingencies that were not met on the redemption date. Such money shall be held for the benefit of the persons entitled to such redemption price.

If notice of redemption is given and any conditions to such redemption are met, the Warrants to be redeemed shall become due and payable on the redemption date at the applicable redemption price, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Warrants shall cease to bear interest.

Any Warrant which is to be redeemed only in part shall be surrendered at the Office of the Paying Agent with all necessary endorsements for transfer, and the Issuer shall execute and the Paying Agent shall authenticate and deliver to the Warranholder of such Warrant, without service charge, a new Warrant or Warrants of the same Tenor and of any Authorized Denomination or Denominations as requested by such Warranholder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Warrant surrendered.

Validity of Warrants

It is hereby certified, recited 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 as a claim against the Warrant Fund 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 issuance of this warrant have happened, do exist and have been performed; and that

the indebtedness evidenced and ordered paid by this warrant, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed in the constitution and laws of the State of Alabama.

Authentication Required

Unless the certificate of authentication hereon has been executed by the Paying Agent by manual signature, this warrant shall not be entitled to any benefit under the Warrant Ordinance or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Issuer has caused this warrant to be duly executed under its corporate seal.

Dated: _____

CITY OF BOAZ, ALABAMA

By: _____
Its Mayor

[SEAL]

Attest:

Its City Clerk

[Form of Registration As Claim Against Warrant Fund]

I hereby certify that this warrant has been registered by me as a claim against the Warrant Fund referred to in this warrant.

City Clerk and Treasurer of the Issuer

Certificate of Authentication

This warrant is one of the Warrants issued pursuant to the within mentioned Warrant Ordinance.

Date of Authentication: _____

REGIONS BANK
as Paying Agent

By: _____
Its Authorized Officer

[Form for Assignment]

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto _____ this warrant and hereby irrevocably constitute(s) and appoint(s) _____ attorney to transfer this warrant on the books of the within named Issuer at the office of the within named Paying Agent, with full power of substitution in the premises.

Dated: _____

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within warrant in all respects, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

(Bank or Trust Company)

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).

Certificate of Validation

Validated and confirmed by judgment of the Circuit Court of Marshall County, State of Alabama, entered on the __ day of _____, 2023.

Marshall County Circuit Court Clerk

SECTION 3.7 Mutilated, Destroyed, Lost and Stolen Warrants

(a) If (i) any mutilated Warrant is surrendered to the Paying Agent, or the Issuer 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 Issuer 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 Issuer or the Paying Agent that such Warrant has been acquired by a bona fide purchaser, the Issuer shall execute and upon its request the Paying Agent shall authenticate 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.

(b) Upon the issuance of any new Warrant under this Section, the Issuer 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.

(c) 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 Issuer, whether or not the destroyed, lost or stolen Warrant shall be at any time enforceable by anyone, and shall be entitled to all the security and benefits of this Authorizing Ordinance equally and ratably with all other Outstanding Warrants.

(d) 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 3.8 Persons Deemed Owners

The Warrantholder of a Warrant shall be treated as the owner of such Warrant for purposes of this Authorizing Ordinance.

SECTION 3.9 Paying Agent

(a) Regions Bank, an Alabama banking corporation, is hereby appointed “Paying Agent” for the purpose of paying Debt Service on the Warrants on behalf of the Issuer.

(b) The Debt Service on the Warrants shall, except as otherwise provided herein, be payable at the Office of the Paying Agent.

(c) If the bank designated as Paying Agent pursuant to subsection (a) of this Section shall resign or shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of it or of its property shall be appointed or any public officer shall take charge or control of it or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then, in any such case, the Issuer shall appoint a successor Paying Agent. Any successor Paying Agent must have a long-term rating by at least one Rating Agency that is investment grade or higher, must be subject to supervision or examination by federal or State of Alabama authority, and must have a corporate trust office within the State of Alabama. The Issuer shall give notice of the appointment of any such successor Paying Agent by certified mail to the Warrantholders of Warrants.

SECTION 3.10 Payments Due on a Day Other than a Business Day

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.

ARTICLE 4

Source of Payment

SECTION 4.1 General Obligations

The indebtedness evidenced and ordered paid by the Warrants shall be general obligations of the Issuer payable solely from proceeds in the Warrant Fund. The Issuer hereby pledges its full faith and credit

to timely deposit enough into the Warrant Fund such that therein exists a sufficient amount to timely pay the Debt Service on the Warrants when due.

SECTION 4.2 Provision for Payment of Warrants

(a) If Debt Service on the Warrants is paid in accordance with the terms of the Warrants and this Authorizing Ordinance, then all covenants, agreements and other obligations of the Issuer to the Warranholders shall thereupon cease, terminate and become void and be discharged and satisfied. In such event the Paying Agent shall pay to the Issuer any surplus remaining in the Warrant Fund.

(b) Warrants shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section if:

(1) in case such Warrants are to be redeemed prior to their maturity, either (i) the Paying Agent shall receive evidence that notice of such redemption has been given in accordance with the terms of this Authorizing Ordinance or (ii) the Issuer shall confer on the Paying Agent irrevocable authority for the giving of such notice on behalf of the Issuer,

(2) there shall have been deposited with the Paying Agent cash and/or Federal Securities which (assuming due and punctual payment of the principal of and interest on such Federal Securities) will provide money sufficient to pay when due the Debt Service due and to become due on such Warrants on and prior to the redemption date or maturity date thereof, as the case may be, and

(3) such Federal Securities are not subject to redemption prior to their respective maturities at the option of the issuer of such Securities.

All cash and/or Federal Securities so deposited with the Paying Agent shall be held in trust and applied by the Paying Agent solely to the payment of Debt Service on such Warrants as the same shall become due and payable. At such time as any Warrant shall be deemed paid as aforesaid, it shall no longer be secured by or entitled to the benefits of this Authorizing Ordinance, except for the purpose of any payment from such cash and/or Federal Securities deposited with the Paying Agent and the purpose of transfer and exchange as herein provided.

ARTICLE 5

The Warrant Fund

SECTION 5.1 The Warrant Fund

(a) There is hereby established a special fund entitled “General Obligation Warrants, Series 2023-A Warrant Fund” (herein called the “Warrant Fund”). Money in the Warrant Fund shall be used solely for the payment of Debt Service on the Warrants as the same shall become due and payable. The Warrant Fund shall be held by the Paying Agent.

(b) On or before the 25th day of each month, the Issuer shall deposit in the Warrant Fund an amount sufficient on a monthly pro rata basis to pay (i) interest due on the next Interest Payment Date and (ii) principal due on the next Maturity Date or scheduled mandatory redemption date, as the case may be;

provided, however, that the first deposit with respect to principal is not required until 12 months prior to the first Maturity Date or scheduled mandatory redemption date.

SECTION 5.2 Transfer of Funds

The Treasurer and City Clerk shall deposit in the Warrant Fund the required amounts and at the times required by *Section 5.1*.

SECTION 5.3 Security for Warrant Fund

Any money on deposit in the Warrant Fund or held by the Paying Agent pursuant to this Authorizing Ordinance shall, unless invested as provided herein or secured by the Federal Deposit Insurance Corporation (or any successor agency of the United States of America), be secured for the benefit of the Issuer and the Warrantholders of the Warrants either

(1) by holding on deposit as collateral security Federal Securities, or other marketable securities eligible as security for the deposit of public funds under regulations of the Comptroller of the Currency, having a market value (exclusive of accrued interest) not less than the amount of money being secured, or

(2) if the furnishing of security in the manner provided in the foregoing paragraph (1) is not permitted by the then applicable laws and regulations, then in such manner as may be required or permitted by the applicable State of Alabama and federal laws and regulations respecting the security for, or granting a preference in the case of, the deposit of public funds.

SECTION 5.4 Investment of Warrant Fund

(a) The Issuer may cause any money on deposit in the Warrant Fund not then needed for the payment of Debt Service on the Warrants to be invested or reinvested by the Paying Agent in Qualified Investments. All such investments must mature or be subject to redemption at the option of the holder on or prior to the respective date or dates when cash funds will be required for purposes of the Warrant Fund. Any investment made with money on deposit in the Warrant Fund shall be held by or under control of the Paying Agent and shall be deemed at all times a part of the Warrant Fund.

(b) All interest accruing on such investments and any profit realized therefrom shall be deposited in the Warrant Fund and shall be credited to the deposits required by *Section 5.1*; any losses resulting from liquidation of investments shall be charged to the Warrant Fund and shall be added to the next ensuing deposit specified in *Section 5.1*. The Paying Agent shall sell and reduce to cash a sufficient portion of such investments whenever the cash balance in the Warrant Fund is insufficient to pay Debt Service on the Warrants when due.

(c) Any investment of money in the Warrant Fund may be made by the Paying Agent through its own bond department, investment department or other commercial banking department providing investment services. Any certificate of deposit issued by, or other interest bearing deposit with, the Paying Agent shall be deemed an investment rather than a deposit requiring security in the manner specified in *Section 5.3*.

ARTICLE 6

Sale and Delivery of Warrants

SECTION 6.1 Sale of Warrants

(a) The Warrants are hereby sold to Raymond James & Associates, Inc. (the “Original Purchaser”) for a purchase price of \$ _____ (representing the [\$11,500,000].00 aggregate principal amount of the Warrants, less an Underwriter's discount of \$ _____ and less net original issue premium/discount of \$ _____).

(b) The Original Purchaser shall be under no duty to inquire as to the application of the proceeds of the Warrants. Nevertheless, such proceeds shall be held and applied solely for the purposes specified in this Authorizing Ordinance.

SECTION 6.2 Approval of Documents and Closing Papers

(a) The Issuer does hereby approve and authorize the form of Preliminary Official Statement with respect to the Warrants that has been presented to the Issuer’s governing body. The Mayor is hereby authorized to oversee the completion of the Preliminary Official Statement, and the distribution of the Preliminary Official Statement to prospective purchasers. The Mayor is hereby authorized and directed to oversee the preparation of a final Official Statement in the name and on behalf of the Issuer with such changes or additions thereto or deletions therefrom as the Mayor shall approve, which approval shall be conclusively evidenced by his delivery of such document.

(b) The officers of the Issuer and any person or persons designated and authorized by any officer of the Issuer to act in the name and on behalf of the Issuer, or any one or more of them, are authorized to do and perform or cause to be done and performed in the name and on behalf of the Issuer such other acts, to pay or cause to be paid on behalf of the Issuer such related costs and expenses, and to execute and deliver or cause to be executed and delivered in the name and on behalf of the Issuer such other notices, requests, demands, directions, consents, approvals, orders, applications, certificates, agreements, further assurances, or other instruments or communications, under the seal of the Issuer, or otherwise, as they or any of them may deem necessary, advisable, or appropriate in order to carry into effect the intent of the provisions of this Authorizing Ordinance and to demonstrate the validity of the Warrants, the absence of any pending or threatened litigation with respect to the Warrants and the transactions contemplated by this Authorizing Ordinance, and the exemption of interest on the Warrants from Federal and State of Alabama income taxation.

SECTION 6.3 Application of Proceeds

The proceeds from the sale of the Warrants shall be delivered to the City Clerk, shall be held by the City Clerk in a separate fund or account, and shall be used by the Issuer to pay (i) the costs of acquiring and constructing the Capital Improvements and (ii) expenses incurred in connection with the issuance of the Warrants.

SECTION 6.4 Appointment of Bond Counsel

The Issuer hereby appoints Maynard Cooper & Gale, P.C., Birmingham, Alabama, as its bond counsel in connection with the issuance of the Warrants.

ARTICLE 7

Miscellaneous

SECTION 7.1 Amendment of Description of Capital Improvements

The Issuer may amend or change the description of the Capital Improvements contained in this Authorizing Ordinance, provided that:

- (1) the governing body of the Issuer adopts an ordinance setting forth such amendment or change,
- (2) the Capital Improvements, as so amended or changed, are eligible for financing with proceeds of warrants issued pursuant to the Enabling Law and said Capital Improvements and the projected use thereof will not cause the interest on the Warrants to no longer be excludable from gross income for federal income tax purposes,
- (3) such amendment or change will not cause the amount of the Warrants chargeable against the Issuer's constitutional limitation on indebtedness to increase, and
- (4) the Issuer obtains a Favorable Tax Opinion with respect to such amendment or change.

SECTION 7.2 Tax Status of Warrants

The Issuer will comply with the covenants and agreements on its part contained in the Tax Certificate and Agreement.

SECTION 7.3 Continuing Disclosure Agreement

The Issuer will comply with the covenants and agreements of the Continuing Disclosure Agreement. If the Issuer fails to comply with any provision of the Continuing Disclosure Agreement, any Warrantholder may seek mandamus or specific performance by court order to cause the Issuer to comply with its obligations under the Continuing Disclosure Agreement. A default under the Continuing Disclosure Agreement shall not be deemed a default or an event of default under this Authorizing Ordinance or any other financing document related to the issuance of the Warrants. The sole remedy under the Continuing Disclosure Agreement shall be an action to compel performance.

SECTION 7.4 Agreement to Pay Attorneys' Fees

If the Issuer should default under any of the provisions of this Authorizing Ordinance and the Warrantholder of any Warrant should employ attorneys or incur other expenses for the collection of any payments due hereunder or the enforcement of performance or observance of any agreement or covenant on the part of the Issuer herein contained, the Issuer will (to the extent legally enforceable) on demand therefor pay to such Warrantholder the reasonable fees of such attorneys and such other expenses so incurred.

SECTION 7.5 Provisions of Ordinance a Contract

The terms, provisions and conditions set forth in this Authorizing Ordinance constitute a contract between the Issuer and the Warrantholders of the Warrants and shall remain in effect until the Debt Service

on the Warrants shall have been paid in full or provision for such payment has been made in accordance with *Article 5*.

SECTION 7.6 Separability Clause

If any provision in this Authorizing Ordinance or in the Warrants shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 7.7 Notices to Warrantholders

(a) Notices and other communications to DTC or Warrantholders pursuant to this Authorizing Ordinance must be in writing except as otherwise expressly provided in this Authorizing Ordinance. Any specific reference in this Authorizing Ordinance to “written notice” shall not be construed to mean that any other notice may be oral, unless such oral notice is specifically permitted by this Authorizing Ordinance under the circumstances.

(b) If the Book Entry System is in effect, notices and other communications to Warrantholders will be delivered to Warrantholders through the Book Entry System and shall be deemed delivered to Warrantholders upon receipt by DTC. If the Book Entry System is terminated, notices and other communications to Warrantholders may be delivered to such Warrantholders at their address as it appears in the Warrant Register.

(c) Any notice to DTC or a Warrantholder shall be deemed given when received by DTC or the Warrantholder, as the case may be, or when sent to DTC or the Warrantholder, as the case may be, by certified mail.

(d) Any defect in a notice to any particular Warrantholder shall not affect the sufficiency of notice with respect to other Warrantholders.

(e) Notice to any Warrantholder required by this Authorizing Ordinance may be waived in writing by such Warrantholder, either before or after the event, and such waiver shall be the equivalent of such notice.

SECTION 7.8 Repeal of Conflicting Provisions

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

SECTION 7.9 Effect of Headings and Table of Contents

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

Adopted this ____ day of March, 2023.

Mayor

[S E A L]

Attest:

City Clerk

ORDINANCE NO. 2023-_____

**An Ordinance Authorizing the Issuance of
[\$1,500,000] General Obligation Warrants (Federally Taxable), Series 2023-B**

Adopted by

the City Council of

Boaz, Alabama

on

March __, 2023

TABLE OF CONTENTS

	Page
ARTICLE 1 Definitions.....	1
SECTION 1.1 Definitions and Use of Phrases	1
ARTICLE 2 Representations and Warranties.....	4
SECTION 2.1 Findings, Representations and Warranties	4
ARTICLE 3 The Warrants.....	4
SECTION 3.1 Authorization of Warrants.....	4
SECTION 3.2 Specific Title and Terms	4
SECTION 3.3 Redemption of Warrants	6
SECTION 3.4 The Book Entry System	9
SECTION 3.5 Alternate Provisions Regarding Payment, Registration, Transfer and Exchange of Warrants	9
SECTION 3.6 Form of Warrant.....	11
SECTION 3.7 Mutilated, Destroyed, Lost and Stolen Warrants	17
SECTION 3.8 Persons Deemed Owners.....	18
SECTION 3.9 Paying Agent.....	18
SECTION 3.10 Payments Due on a Day Other than a Business Day.....	18
ARTICLE 4 Source of Payment	18
SECTION 4.1 General Obligations	18
SECTION 4.2 Provision for Payment of Warrants.....	19
ARTICLE 5 The Warrant Fund	19
SECTION 5.1 The Warrant Fund	19
SECTION 5.2 Transfer of Funds	20
SECTION 5.3 Security for Warrant Fund	20
SECTION 5.4 Investment of Warrant Fund	20
ARTICLE 6 Sale and Delivery of Warrants	21
SECTION 6.1 Sale of Warrants.....	21
SECTION 6.2 Approval of Documents and Closing Papers	21
SECTION 6.3 Application of Proceeds	21
SECTION 6.4 Appointment of Bond Counsel.....	21
ARTICLE 7 Miscellaneous.....	22
SECTION 7.1 Amendment of Description of Capital Improvements	22
SECTION 7.2 Tax Status of Warrants.....	22
SECTION 7.3 Continuing Disclosure Agreement	22
SECTION 7.4 Agreement to Pay Attorneys' Fees.....	22
SECTION 7.5 Provisions of Ordinance a Contract	22
SECTION 7.6 Separability Clause.....	23
SECTION 7.7 Notices to Warrantholders.....	23
SECTION 7.8 Repeal of Conflicting Provisions	23
SECTION 7.9 Effect of Headings and Table of Contents	23

ORDINANCE NO. 2023-_____

An Ordinance Authorizing the Issuance of
[\$1,500,000] General Obligation Warrants (Federally Taxable), Series 2023-B

BE IT ORDAINED BY THE GOVERNING BODY OF BOAZ, ALABAMA, as follows:

ARTICLE 1

Definitions

SECTION 1.1 Definitions and Use of Phrases

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

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

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

“**Authorized Denominations**” means \$5,000 or any multiple thereof.

“**Authorized Representative of the Issuer**” means the Mayor, the City Clerk, or any other officer of the Issuer authorized by resolution or ordinance of its governing body to act as an Authorized Representative of the Issuer for purposes of this Authorizing Ordinance.

“**Authorizing Ordinance**” refers to this Ordinance adopted by the governing body of the Issuer on March __, 2023.

“**Book Entry System**” means the electronic system maintained by DTC for the ownership, transfer, exchange and payment of debt obligations.

“**Business Day**” means any day other than a Saturday, a Sunday or a day on which banking institutions are required or authorized to close in the city where the Office of the Paying Agent is located.

“**Capital Improvements**” means the facilities to be acquired and constructed with the proceeds of the Warrants, more particularly described in *Section 2.1*, as amended from time to time pursuant to *Section 7.1*.

“**Continuing Disclosure Agreement**” means the Continuing Disclosure Agreement entered into by the Issuer in connection with the issuance of the Warrants pursuant to Rule 15c2-12 of the Securities and Exchange Commission.

“**Debt Service**” means the principal, premium (if any) and interest payable on the Warrants.

“**Defaulted Interest**” shall have the meaning stated in *Section 3.5(l)*.

“**DTC**” means The Depository Trust Company and its successors and assigns.

“**Enabling Law**” collectively refers to Section 94.01 of the Recompiled Constitution of Alabama of 1901, as may be amended from time to time.

“**Favorable Tax Opinion**” means an Opinion of Counsel stating in effect that the proposed action, together with any other changes with respect to the Warrants made or to be made in connection with such action, will not cause interest on the Warrants to become includible in gross income of the Warrantholders for purposes of federal income taxation.

“**Federal Securities**” means direct obligations of, or obligations the payment of which is guaranteed by, the United States of America.

“**Fitch**” means Fitch Ratings, Inc.

“**Interest Payment Date**”, when used with respect to any installment of interest on a Warrant, means the date specified in such Warrant as the fixed date on which such installment of interest is due and payable.

“**Internal Revenue Code**” means the Internal Revenue Code of 1986, as amended.

“**Issuer**” means the City of Boaz, Alabama, a political subdivision of the State of Alabama.

“**Maturity Date**”, when used with respect to any Warrant, means the date specified herein and in such Warrant as the date on which the principal of such Warrant is due and payable.

“**Moody’s**” means Moody’s Investors Service, Inc.

“**Office of the Paying Agent**” means the office of the Paying Agent where it performs its duties as Paying Agent under this Authorizing Ordinance.

“**Opinion of Counsel**” means an opinion from an attorney or firm of attorneys with experience in the matters to be covered in the opinion. Except as otherwise expressly provided in this Authorizing Ordinance, the attorney or attorneys rendering such opinion may be counsel for the Issuer, including counsel in the full-time employment of the Issuer.

“**Original Purchaser**” means the original purchaser of the Warrants from the Issuer identified in *Section 6.1*.

“**Outstanding**” when used with respect to Warrants means, as of the date of determination, all Warrants authenticated and delivered under this Authorizing Ordinance, except:

(1) Warrants cancelled by the Paying Agent or delivered to the Paying Agent for cancellation,

(2) Warrants for whose payment or redemption money in the necessary amount has been deposited with the Paying Agent for the Warrantholders of such Warrants, provided that, if such Warrants are to be redeemed, notice of such redemption has been duly given pursuant to this Authorizing Ordinance or provision therefor satisfactory to the Paying Agent has been made; and

(3) Warrants in exchange for or in lieu of which other Warrants have been registered and delivered under this Authorizing Ordinance.

“**Paying Agent**” means the entity appointed pursuant to *Section 3.9* to serve as “Paying Agent” under this Authorizing Ordinance, until a successor Paying Agent shall have become such pursuant to the applicable provisions of this Authorizing Ordinance, and thereafter “Paying Agent” means such successor.

“**Policy**” shall mean the Municipal Bond Insurance Policy issued by BAM that guarantees the scheduled payment of principal of and interest on the Warrants when due.

“**Post-Default Rate**”, when used with respect to Debt Service on any Warrant, means a rate 200 basis points higher than the interest rate borne by such Warrant.

“**Qualified Investments**” means:

(1) Federal Securities,

(2) A certificate of deposit issued by, or other interest bearing deposit with, any bank subject to regulation by the United States of America or any state thereof (including without limitation the Paying Agent), provided that (i) the long-term debt obligations of such bank are rated investment grade or higher by any Rating Agency, (ii) such deposit is insured by the Federal Deposit Insurance Corporation or (iii) such deposit is secured pursuant to the Security for Alabama Funds Enhancement Act, Section 41-14A-1 et seq. of the Code of Alabama 1975, and

(3) Any other investment authorized by applicable law.

“**Rating Agency**” means Moody’s, S&P, Fitch and any other nationally recognized securities rating agency.

“**Regular Record Date**”, when used with respect to the payment of interest on any Warrant, means the date which is 15 calendar days before any date on which interest is due and payable on the Warrants.

“**S&P**” means S&P Global Ratings, a division of The McGraw-Hill Companies.

“**Security Documents**” shall mean the Authorizing Ordinance and/or any additional or supplemental document executed in connection with the Warrants.

“**Special Record Date**” for the payment of any Defaulted Interest on Warrants means the date fixed by the Paying Agent pursuant to *Section 3.5*.

“**Tax Certificate and Agreement**” means the Tax Certificate and Agreement entered into by the Issuer in connection with the issuance of the Warrants.

“**Tenor**”, when used to describe the distinguishing characteristics of a Warrant or group of Warrants, means the series designation, Maturity Date, interest rate and CUSIP number of such Warrant or group of Warrants. Warrants of the same Tenor have the same series designation, Maturity Date, interest rate and CUSIP number.

“**Term Warrant**” means Warrants scheduled for mandatory redemption in accordance with the provisions of *Section 3.3(a)(2)*.

“**Warrant Fund**” means the fund established pursuant to *Section 5.1*.

“**Warrant Payment Date**” means each date (including any date fixed for redemption of Warrants) on which Debt Service is payable on the Warrants.

“**Warrant Register**” means the register for the registration and transfer of Warrants maintained by the Issuer pursuant to *Section 3.5*.

“**Warrantholder**”, when used with respect to any Warrant, means (i) if the Book Entry System is not in effect, the person in whose name such Warrant is registered on the Warrant Register maintained by the Paying Agent, and (ii) if the Book Entry System is in effect, the beneficial owner of such Warrant on the records maintained pursuant to the Book Entry System.

“**Warrants**” means the Warrants issued pursuant to this Authorizing Ordinance.

ARTICLE 2

Representations and Warranties

SECTION 2.1 Findings, Representations and Warranties

The Issuer hereby finds, represents and warrants as follows:

(a) **Purpose of Warrants.** The Warrants are being issued for the purposes of financing: (a) finance parking improvements and/or building improvements to property owned by the City and known as the former outlet property retail facilities used by private users; and (b) the costs of issuance.

(b) **Debt Limit.** Immediately after the issuance of the Warrants allocable to the City Equipment Improvements and Paving Improvements, the total indebtedness of the Issuer chargeable against the debt limitation for the Issuer prescribed by the Constitution of the State of Alabama will not be more than 20% of the assessed valuation of taxable property within the boundaries of the Issuer for the last fiscal year (ended September 30, 2022) nor will the aggregate value of all of the City’s debt obligations issued under the Enabling Law (inclusive of the Warrants”) exceed 50% of the City’s net assessed value determined for the last fiscal year (ended September 30, 2022).

ARTICLE 3

The Warrants

SECTION 3.1 Authorization of Warrants

Pursuant to the authority to do so contained in the applicable provisions of the constitution and laws of Alabama, including particularly the Enabling Law, the Issuer hereby authorizes the issuance of the Warrants for the purposes specified in *Article 2*.

SECTION 3.2 Specific Title and Terms

(a) **Title and Amount.** The Warrants shall be entitled “General Obligation Warrants, Series 2023-B”. The aggregate principal amount of the Warrants which may be Outstanding is limited to [\$1,500,000].

(b) **Authorized Denominations.** The Warrants shall be issued in Authorized Denominations.

(c) **Form and Number.** The Warrants shall be issued as registered warrants without coupons. The Warrants shall be numbered separately from 1 upward. In order to facilitate the Book Entry System, a single Warrant certificate for all Warrants of the same Tenor shall be delivered to the Paying Agent. The Warrants shall be substantially in the form required by *Section 3.6*.

(d) **Maturity Dates and Interest Rates.** The Warrants shall mature on February 1 in years and amounts and shall have fixed rates of interest as set forth in the following table:

Year of Maturity (_____1)	Principal Amount Maturing	Applicable Fixed Rate
------------------------------	---------------------------------	--------------------------

(e) **Date.** The Warrants shall be dated as of the date of initial delivery of the Warrants.

(f) **Interest Payment Dates.** Interest on the Warrants shall be payable in arrears on February 1 and August 1 in each year, beginning on August 1, _____.

(g) **Person to Whom Interest Payable.** If the Book Entry System is in effect, the Paying Agent shall pay interest to DTC, and interest payments shall be distributed by DTC to Warrantholders in accordance with the rules and regulations of DTC. If the Book Entry System is terminated, the interest due on any Interest Payment Date for the Warrants shall be payable to Warrantholders as of the Regular Record Date for such Interest Payment Date.

(h) **Computation of Interest Accrual.** The Warrants shall bear interest from their date, or the most recent date to which interest has been paid or duly provided for, at the applicable rate per annum set forth in this Section. Interest shall be computed on the basis of a 360-day year with 12 months of 30 days each.

(i) **Interest on Overdue Payments.** Interest shall be payable on overdue principal on the Warrants and (to the extent legally enforceable) on any overdue installment of interest on the Warrants at the Post-Default Rate.

(j) **Execution and Authentication.** Physical certificates evidencing the Warrants shall be executed on behalf of the Issuer by the Mayor under its corporate seal reproduced thereon and attested by its City Clerk. The City Clerk shall register the Warrants as a claim against the Warrant Fund. The signature of any of these officers on the Warrants may be manual or, to the extent permitted by law, facsimile. Warrants bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the Issuer shall bind the Issuer, notwithstanding that such individuals or any of them shall have ceased to hold such offices prior to the authentication and delivery of such Warrants or shall not have held such offices at the date of such Warrants. No Warrant shall be secured by, or be entitled to any lien, right or benefit under this Authorizing Ordinance or be valid or obligatory for any purpose, unless there appears on such Warrant a certificate of authentication substantially in the form provided for herein, executed by the Paying Agent by manual signature, and such certificate upon any Warrant shall be conclusive evidence, and the only evidence, that such Warrant has been duly authenticated and delivered hereunder.

(k) **Currency for Payment.** Payment of Debt Service on the Warrants shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

SECTION 3.3 Redemption of Warrants

(a) **Redemption Provisions.** The Warrants shall be subject to redemption prior to maturity as follows:

(1) **Optional Redemption.** Those of the Warrants having stated maturities in 20__ and thereafter shall be subject to redemption at the option of the Issuer, as a whole or in part (and if in part, in authorized denominations and such maturities as the Issuer in its discretion shall select and by random selection within a maturity), on February 1, 20__, and on any Business Day thereafter, at and for a redemption price equal to the principal amount of the Warrants to be redeemed, plus accrued interest thereon to the date fixed for redemption.

(2) **Scheduled Mandatory Redemption.** The Warrants maturing in 20__ and 20__ (collectively, the “Term Warrants”) are referred to in this Authorizing Ordinance as “Term Warrants”. Term Warrants shall be redeemed, at a redemption price equal to 100% of the principal amount to be redeemed plus accrued interest thereon to the redemption date, on dates and in principal amounts (after credit as provided below) as follows:

Term Warrants Maturing in 20__

Redemption Date (February 1)	Principal Amount to be Redeemed
---	--

Term Warrants Maturing in 20__

Redemption Date (February 1)	Principal Amount to be Redeemed
---	--

Not later than the date on which notice of scheduled mandatory redemption is to be given, the Paying Agent shall select affected Term Warrants for redemption by lot; provided, however, that Issuer may, by timely notice delivered to the Paying Agent, direct that any or all of the following amounts be credited against the principal amount of Term Warrants scheduled for redemption on such date: (i) the principal amount of Term Warrants of such Tenor delivered by Issuer to the Paying Agent for cancellation

and not previously claimed as a credit; (ii) the principal amount of Term Warrants of such Tenor previously redeemed (other than Term Warrants of such Tenor redeemed pursuant to the scheduled mandatory redemption requirement) and not previously claimed as a credit; and (iii) the principal amount of Term Warrants of such Tenor otherwise defeased and not previously claimed as a credit.

(b) **Election to Redeem.** Warrants shall be redeemed in accordance with the scheduled mandatory redemption provisions without any direction from or consent by the Issuer. The election of Issuer to exercise any right of optional redemption shall be evidenced by notice from an Authorized Representative of the Issuer to the Paying Agent at least 3 Business Days prior to the date when notice of the redemption must be given to Warrantholders (unless a shorter notice is acceptable to the Paying Agent). An election to redeem shall specify (i) the principal amount of Warrants to be redeemed (if less than all Warrants Outstanding are to be redeemed pursuant to such option), (ii) the Tenor of Warrants to be redeemed, (iii) the redemption date, and (iv) any conditions to such redemption specified in accordance with the provisions of **Section 3.3(d)(5)**.

(c) **Selection of Warrants to be Redeemed.** Except as otherwise provided in the specific redemption provisions for the Warrants:

(1) If less than all Warrants Outstanding are to be redeemed, the principal amount of Warrants of each Tenor to be redeemed may be specified by Issuer by notice delivered to the Paying Agent not less than 3 Business Days prior to the date when the Paying Agent must give notice of the redemption to Warrantholders (unless a shorter notice is acceptable to the Paying Agent), or, in the absence of timely receipt by the Paying Agent of such notice, shall be selected by the Paying Agent by lot or by such other method as the Paying Agent shall deem fair and appropriate; provided, however, that the principal amount of Warrants of each Tenor to be redeemed may not be larger than the principal amount of Warrants of such Tenor then eligible for redemption and may not be smaller than the smallest Authorized Denomination.

(2) If less than all Warrants with the same Tenor are to be redeemed, the particular Warrants of such Tenor to be redeemed shall be selected by the Paying Agent from the Outstanding Warrants of such Tenor then eligible for redemption by lot or by such other method as the Paying Agent shall deem fair and appropriate and which may provide for the selection for redemption of portions (in Authorized Denominations) of the principal of Warrants of such Tenor of a denomination larger than the smallest Authorized Denomination.

(3) The Paying Agent shall promptly notify the Issuer of the Warrants selected for redemption and, in the case of any Warrant selected for partial redemption, the principal amount thereof to be redeemed.

(4) For all purposes of this Authorizing 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.

(d) **Notice of Redemption.** Notice of redemption shall be given as follows:

(1) Notice of redemption shall be given to the affected Warrantholder not less than 20 days prior to the redemption date. If the Book Entry System is in effect, notice of redemption shall be given to DTC and shall be forwarded by DTC to Warrantholders through methods established by the rules and regulations of the Book Entry System. If the Book Entry System is not in effect, notice of redemption shall be given to Warrantholders by certified mail.

- (2) All notices of redemption shall state:
- (A) the redemption date,
 - (B) the redemption price,
 - (C) 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,
 - (D) 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
 - (E) any conditions to such redemption specified in accordance with the provisions of **Section 3.3(d)(5)**.

(4) Notice of optional redemption of Warrants shall be given by the Paying Agent on behalf of the Issuer unless the Issuer elects to give such notice itself. If the Issuer gives notice of optional redemption, it shall deliver a copy of such notice to the Paying Agent on the following Business Day. Notice of redemption of Warrants in accordance with the scheduled mandatory redemption provisions of the Warrants shall be given by the Paying Agent on behalf of the Issuer without any notice to, or consent of, the Issuer.

(5) A notice of optional redemption may state that the redemption of Warrants is contingent upon specified conditions, such as receipt of a specified source of funds, or the occurrence of specified events. If the conditions for such redemption are not met, the Issuer shall not be required to redeem the Warrants (or portions thereof) identified in such notice, and any Warrants surrendered on the specified redemption date shall be returned to the Warrantholders of such Warrants.

(e) **Deposit of Redemption Price.** On the applicable redemption date, an amount of money sufficient to pay the redemption price of all the Warrants which are to be redeemed on that date shall be deposited with the Paying Agent, unless the notice of redemption specified contingencies that were not met on the redemption date. Such money shall be held by the Paying Agent for the benefit of the persons entitled to such redemption price.

(f) **Warrants Payable on Redemption Date.** If notice of redemption is given and any conditions to such redemption specified pursuant to **Section 3.3(d)(5)** are met, the Warrants to be redeemed shall become due and payable on the redemption date at the applicable redemption price and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Warrants shall cease to bear interest.

(g) **Partial Redemption.** If the Book Entry System is in effect, partial redemption of any Warrant shall be effected in accordance with the Book Entry System. If the Book Entry System has been terminated, any Warrant which is to be redeemed only in part shall be surrendered at the Office of the Paying Agent with all necessary endorsements for transfer, and the Issuer shall execute and the Paying Agent shall authenticate and deliver to the Warrantholder of such Warrant, without service charge, a new Warrant or Warrants of the same Tenor and of any Authorized Denomination or Denominations as

requested by such Warrantholder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Warrant surrendered.

SECTION 3.4 The Book Entry System

(a) The ownership, transfer, exchange and payment of Warrants shall be governed by the Book Entry System administered by DTC until the Book Entry System is terminated pursuant to **Section 3.4(c)**.

(b) Except as otherwise expressly provided in this Authorizing Ordinance, while Warrants are in the Book Entry System the following provisions shall apply:

(1) In order to facilitate the Book Entry System, a physical certificate or physical certificates for the Warrants shall be executed and authenticated, registered in the name of DTC or its nominee, and delivered to DTC for safekeeping (including safekeeping by the Paying Agent pursuant to the “FAST” system or other procedures of the Book Entry System).

(2) The term “Warrant” means each separate security credited to a beneficial owner (or entitlement holder) pursuant to the Book Entry System, and the term “Warrantholder” means the person identified pursuant to the Book Entry System as the beneficial owner of the related security.

(3) The terms and limitations of this Authorizing Ordinance with respect to each separate Warrant shall be applicable to each separate security credited to a beneficial owner under the Book Entry System.

(4) All payments of Debt Service on the Warrants shall be made by the Paying Agent through the Book Entry System, and payments by such method shall be valid and effective fully to satisfy and discharge the Issuer’s obligations with respect to such payments.

(c) The Paying Agent shall discontinue the Book Entry System at the request of the Issuer. The Paying Agent may terminate the Book Entry System without direction from, or consent of, the Issuer if the Paying Agent determines in good faith that termination is in the best interest of the Warrantholders. Notice of termination of the Book Entry System shall be given to Warrantholders not less than 20 days before such termination is effective.

(d) If the Book Entry System is discontinued, (i) a physical certificate or physical certificates shall be executed, authenticated and delivered to each beneficial owner, or entitlement holder, under the Book Entry System in accordance with such person’s ownership of Warrants, (ii) such certificates shall be registered in the Warrant Register maintained by the Paying Agent, and (iii) the remaining provisions of this Article shall govern the registration, transfer, exchange and payment of Warrants.

SECTION 3.5 Alternate Provisions Regarding Payment, Registration, Transfer and Exchange of Warrants

(a) If the Book Entry System is discontinued, the provisions of this Section shall control the registration, transfer, exchange and payment of Warrants.

(b) Payment of Debt Service on the Warrants shall be made as follows:

(1) Payment of interest on the Warrants which is due on any Interest Payment Date shall be made by check or draft mailed by the Paying Agent to the persons entitled thereto at their

addresses appearing in the Warrant Register. Such payments of interest shall 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 and payment of accrued interest on the Warrants due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender thereof at the Office of the Paying Agent.

(3) Upon the written request of any Warrantholder, the Paying Agent shall make payments of Debt Service by wire transfer, provided that (i) such request contains adequate instructions for the method of payment, and (ii) payment of the principal of (and redemption premium, if any, on) such Warrants and payment of the accrued interest on such Warrants due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender of such Warrants to the Paying Agent.

(c) The Issuer shall cause to be kept at the Office of the Paying Agent a register (herein sometimes referred to as the "Warrant Register") in which, subject to such reasonable regulations as it may prescribe, the Issuer shall provide for the registration of Warrants and registration of transfers of Warrants entitled to be registered or transferred as herein provided. The Paying Agent is hereby appointed as agent of the Issuer for the purpose of registering Warrants and transfers of Warrants as herein provided.

(d) Upon surrender for transfer of any Warrant at the Office of the Paying Agent, the Issuer shall execute, and the Paying Agent shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Warrants of the same Tenor, of any Authorized Denominations and of a like aggregate principal amount.

(e) At the option of the Warrantholder, Warrants may be exchanged for other Warrants of the same Tenor, of any Authorized Denominations and of a like aggregate principal amount, upon surrender of the Warrants to be exchanged at the Office of the Paying Agent. Whenever any Warrants are so surrendered for exchange, the Issuer shall execute, and the Paying Agent shall authenticate and deliver, the Warrants which the Warrantholder making the exchange is entitled to receive.

(f) All Warrants surrendered upon any exchange or transfer provided for in this Authorizing Ordinance shall be promptly cancelled by the Paying Agent.

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

(h) Every Warrant presented or surrendered for transfer or exchange shall contain, or be accompanied by, all necessary endorsements for transfer.

(i) No service charge shall be made for any transfer or exchange of Warrants, but the Issuer 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.

(j) The Issuer shall not be required (i) to transfer or exchange any Warrant during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Warrants and ending at the close of business on the day of such mailing, or (ii) to transfer or exchange any Warrant so selected for redemption in whole or in part.

(k) Interest on any Warrant which is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid to the person in whose name that Warrant is registered at the close of business on the Regular Record Date for such Interest Payment Date.

(l) Any interest on any Warrant which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the Warrantholder on the relevant Regular Record Date solely by virtue of such Warrantholder having been such Warrantholder; and such Defaulted Interest shall be paid by the Issuer to the persons in whose names such Warrants are registered at the close of business on a special record date (herein called a "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Issuer shall notify the Paying Agent of the amount of Defaulted Interest proposed to be paid on each Warrant and the date of the proposed payment (which date shall be such as will enable the Paying Agent to comply with the next sentence hereof), and at the same time the Issuer shall deposit with the Paying Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held for the benefit of the persons entitled to such Defaulted Interest as in this subsection provided. Thereupon, the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Paying Agent of the notice of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed by certified mail to each Warrantholder at his address as it appears in the Warrant Register not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the persons in whose names the Warrants are registered on such Special Record Date.

(m) Subject to the foregoing provisions of this Section, each Warrant delivered under this Authorizing Ordinance upon transfer of or in exchange for or in lieu of any other Warrant shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Warrant and each such Warrant shall bear interest from such date that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

(n) All Warrants surrendered for payment, redemption, transfer or exchange, shall be promptly cancelled by the Paying Agent. The Paying Agent may destroy cancelled certificates. 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 Authorizing Ordinance.

SECTION 3.6 Form of Warrant

The Warrants and the authentication certificate shall be substantially in the following form, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Authorizing Ordinance:

[Form of Warrant]

CITY OF BOAZ, ALABAMA

General Obligation Warrant (Federally Taxable), Series 2023-B

No. _____ \$ _____

Maturity Date: _____ Interest Rate: _____

CUSIP No.: _____

The City of Boaz, Alabama, a municipal corporation of the State of Alabama (the "Issuer"), for value received, hereby acknowledges that it is indebted in the principal sum of

_____ Dollars

and hereby directs its Treasurer of the Issuer to pay (but solely out of the Warrant Fund referred to below) such principal sum to

CEDE & Co., Inc.,

or registered assigns, on the Maturity Date specified above and to pay (but solely out of the Warrant Fund) interest on such principal sum from the date hereof, or the most recent date to which interest has been paid or duly provided for, until such principal sum shall become due and payable, at the per annum rate of interest specified above. Interest shall be payable on February 1 and August 1 in each year, beginning August 1, 20__ (each such date being herein called an "Interest Payment Date"), and shall be computed on the basis of a 360 day year with 12 months of 30 days each. Interest shall be payable on overdue principal (and premium, if any) on this warrant and (to the extent legally enforceable) on any overdue installment of interest on this warrant at the Post-Default Rate specified in the Warrant Ordinance referred to below.

Authorizing Document

This warrant is one of a duly authorized issue of warrants of the Issuer, aggregating [\$1,500,000] in principal amount, entitled "General Obligation Warrants, Series 2023-B" (the "Warrants") and issued under and pursuant to an ordinance duly adopted by the governing body of the Issuer (the "Warrant Ordinance") and the constitution and laws of the State of Alabama, including particularly Section 94.01 of the Recompiled Constitution of Alabama of 1901, as amended. Capitalized terms not otherwise defined herein shall have the meaning assigned in the Warrant Ordinance.

Transfer, Registration, Exchange and Payment Provisions

The ownership, transfer, exchange and payment of Warrants shall be governed by the Book Entry System administered by DTC until the Book Entry System is terminated pursuant to the terms and conditions of the Warrant Ordinance. If the Book Entry System is terminated, the Warrant Ordinance provides alternate provisions for the ownership, transfer, registration, exchange and payment of Warrants.

Authorized Denominations

The Warrants are issuable in denominations of \$5,000 and any multiple thereof.

Paying Agent

The Warrant Ordinance provides that [Paying Agent], a national banking association, will serve as “Paying Agent” with respect to the Warrants unless and until a successor is appointed pursuant to the terms and conditions of the Warrant Ordinance. For purposes of this warrant and the Warrant Ordinance, the Office of the Paying Agent means the office where the Paying Agent performs its duties under the Warrant Ordinance.

Source of Payment

The Issuer has issued the Warrants as general obligations of the Issuer and Issuer has pledged its full faith and credit to the repayment thereof.

Redemption Prior to Maturity

In the manner and with the effect provided in the Warrant Ordinance, the Warrants are subject to redemption prior to maturity as follows:

(1) **Optional Redemption.** Those of the Warrants having stated maturities in 20__ and thereafter shall be subject to redemption at the option of the Issuer, as a whole or in part (and if in part, in authorized denominations and such maturities as the Issuer in its discretion shall select and by random selection within a maturity), on February 1, 20__, and on any Business Day thereafter, at and for a redemption price equal to the principal amount of the Warrants to be redeemed, plus accrued interest thereon to the date fixed for redemption.

(2) **Scheduled Mandatory Redemption.** The Warrants maturing in 20__ and 20__ (collectively, the “Term Warrants”) are referred to in this Authorizing Ordinance as “Term Warrants”. Term Warrants shall be redeemed, at a redemption price equal to 100% of the principal amount to be redeemed plus accrued interest thereon to the redemption date, on dates and in principal amounts (after credit as provided below) as follows:

Term Warrants Maturing in 20__

Redemption Date (February 1)	Principal Amount to be Redeemed
---	--

Term Warrants Maturing in 20__

Redemption Date (February 1)	Principal Amount to be Redeemed
---	--

If less than all Warrants outstanding are being redeemed, the Warrant Ordinance provides procedures for selection of Warrants to be redeemed.

Notice of redemption of any other Warrant shall be given not less than 20 days prior to the redemption date. If the Book Entry System is in effect, notice of redemption shall be given to DTC and shall be forwarded by DTC to Warrantholders through methods established by the rules and regulations of the Book Entry System. If the Book Entry System is not in effect, notice of redemption shall be given to Warrantholders by certified mail.

A notice of optional redemption may state that the redemption of Warrants is contingent upon specified conditions, such as receipt of a specified source of funds, or the occurrence of specified events. If the conditions for such redemption are not met, the Issuer shall not be required to redeem the Warrants (or portions thereof) identified in such notice, and any Warrants surrendered on the specified redemption date shall be returned to the Warrantholders of such Warrants.

On the applicable redemption date, an amount of money sufficient to pay the redemption price of all the Warrants which are to be redeemed on that date shall be deposited with the Paying Agent, unless the notice of redemption specified contingencies that were not met on the redemption date. Such money shall be held for the benefit of the persons entitled to such redemption price.

If notice of redemption is given and any conditions to such redemption are met, the Warrants to be redeemed shall become due and payable on the redemption date at the applicable redemption price, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Warrants shall cease to bear interest.

Any Warrant which is to be redeemed only in part shall be surrendered at the Office of the Paying Agent with all necessary endorsements for transfer, and the Issuer shall execute and the Paying Agent shall authenticate and deliver to the Warrantholder of such Warrant, without service charge, a new Warrant or Warrants of the same Tenor and of any Authorized Denomination or Denominations as requested by such Warrantholder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Warrant surrendered.

Validity of Warrants

It is hereby certified, recited 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 as a claim against the Warrant Fund 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 issuance of this warrant have happened, do exist and have been performed; and that

the indebtedness evidenced and ordered paid by this warrant, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed in the constitution and laws of the State of Alabama.

Authentication Required

Unless the certificate of authentication hereon has been executed by the Paying Agent by manual signature, this warrant shall not be entitled to any benefit under the Warrant Ordinance or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Issuer has caused this warrant to be duly executed under its corporate seal.

Dated: _____

CITY OF BOAZ, ALABAMA

By: _____
Its Mayor

[SEAL]

Attest:

Its City Clerk

[Form of Registration As Claim Against Warrant Fund]

I hereby certify that this warrant has been registered by me as a claim against the Warrant Fund referred to in this warrant.

City Clerk and Treasurer of the Issuer

Certificate of Authentication

This warrant is one of the Warrants issued pursuant to the within mentioned Warrant Ordinance.

Date of Authentication: _____

REGIONS BANK
as Paying Agent

By: _____
Its Authorized Officer

[Form for Assignment]

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto _____ this warrant and hereby irrevocably constitute(s) and appoint(s) _____ attorney to transfer this warrant on the books of the within named Issuer at the office of the within named Paying Agent, with full power of substitution in the premises.

Dated: _____

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within warrant in all respects, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

(Bank or Trust Company)

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).

Certificate of Validation

Validated and confirmed by judgment of the Circuit Court of Marshall County, State of Alabama, entered on the __ day of _____, 2023.

Marshall County Circuit Court Clerk

SECTION 3.7 Mutilated, Destroyed, Lost and Stolen Warrants

(a) If (i) any mutilated Warrant is surrendered to the Paying Agent, or the Issuer 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 Issuer 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 Issuer or the Paying Agent that such Warrant has been acquired by a bona fide purchaser, the Issuer shall execute and upon its request the Paying Agent shall authenticate 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.

(b) Upon the issuance of any new Warrant under this Section, the Issuer 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.

(c) 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 Issuer, whether or not the destroyed, lost or stolen Warrant shall be at any time enforceable by anyone, and shall be entitled to all the security and benefits of this Authorizing Ordinance equally and ratably with all other Outstanding Warrants.

(d) 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 3.8 Persons Deemed Owners

The Warrantholder of a Warrant shall be treated as the owner of such Warrant for purposes of this Authorizing Ordinance.

SECTION 3.9 Paying Agent

(a) Regions Bank, an Alabama banking corporation, is hereby appointed “Paying Agent” for the purpose of paying Debt Service on the Warrants on behalf of the Issuer.

(b) The Debt Service on the Warrants shall, except as otherwise provided herein, be payable at the Office of the Paying Agent.

(c) If the bank designated as Paying Agent pursuant to subsection (a) of this Section shall resign or shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of it or of its property shall be appointed or any public officer shall take charge or control of it or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then, in any such case, the Issuer shall appoint a successor Paying Agent. Any successor Paying Agent must have a long-term rating by at least one Rating Agency that is investment grade or higher, must be subject to supervision or examination by federal or State of Alabama authority, and must have a corporate trust office within the State of Alabama. The Issuer shall give notice of the appointment of any such successor Paying Agent by certified mail to the Warrantholders of Warrants.

SECTION 3.10 Payments Due on a Day Other than a Business Day

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.

ARTICLE 4

Source of Payment

SECTION 4.1 General Obligations

The indebtedness evidenced and ordered paid by the Warrants shall be general obligations of the Issuer payable solely from proceeds in the Warrant Fund. The Issuer hereby pledges its full faith and credit

to timely deposit enough into the Warrant Fund such that therein exists a sufficient amount to timely pay the Debt Service on the Warrants when due.

SECTION 4.2 Provision for Payment of Warrants

(a) If Debt Service on the Warrants is paid in accordance with the terms of the Warrants and this Authorizing Ordinance, then all covenants, agreements and other obligations of the Issuer to the Warranholders shall thereupon cease, terminate and become void and be discharged and satisfied. In such event the Paying Agent shall pay to the Issuer any surplus remaining in the Warrant Fund.

(b) Warrants shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section if:

(1) in case such Warrants are to be redeemed prior to their maturity, either (i) the Paying Agent shall receive evidence that notice of such redemption has been given in accordance with the terms of this Authorizing Ordinance or (ii) the Issuer shall confer on the Paying Agent irrevocable authority for the giving of such notice on behalf of the Issuer,

(2) there shall have been deposited with the Paying Agent cash and/or Federal Securities which (assuming due and punctual payment of the principal of and interest on such Federal Securities) will provide money sufficient to pay when due the Debt Service due and to become due on such Warrants on and prior to the redemption date or maturity date thereof, as the case may be, and

(3) such Federal Securities are not subject to redemption prior to their respective maturities at the option of the issuer of such Securities.

All cash and/or Federal Securities so deposited with the Paying Agent shall be held in trust and applied by the Paying Agent solely to the payment of Debt Service on such Warrants as the same shall become due and payable. At such time as any Warrant shall be deemed paid as aforesaid, it shall no longer be secured by or entitled to the benefits of this Authorizing Ordinance, except for the purpose of any payment from such cash and/or Federal Securities deposited with the Paying Agent and the purpose of transfer and exchange as herein provided.

ARTICLE 5

The Warrant Fund

SECTION 5.1 The Warrant Fund

(a) There is hereby established a special fund entitled “General Obligation Warrants, Series 2023-B Warrant Fund” (herein called the “Warrant Fund”). Money in the Warrant Fund shall be used solely for the payment of Debt Service on the Warrants as the same shall become due and payable. The Warrant Fund shall be held by the Paying Agent.

(b) On or before the 25th day of each month, the Issuer shall deposit in the Warrant Fund an amount sufficient on a monthly pro rata basis to pay (i) interest due on the next Interest Payment Date and (ii) principal due on the next Maturity Date or scheduled mandatory redemption date, as the case may be;

provided, however, that the first deposit with respect to principal is not required until 12 months prior to the first Maturity Date or scheduled mandatory redemption date.

SECTION 5.2 Transfer of Funds

The Treasurer and City Clerk shall deposit in the Warrant Fund the required amounts and at the times required by *Section 5.1*.

SECTION 5.3 Security for Warrant Fund

Any money on deposit in the Warrant Fund or held by the Paying Agent pursuant to this Authorizing Ordinance shall, unless invested as provided herein or secured by the Federal Deposit Insurance Corporation (or any successor agency of the United States of America), be secured for the benefit of the Issuer and the Warrantholders of the Warrants either

(1) by holding on deposit as collateral security Federal Securities, or other marketable securities eligible as security for the deposit of public funds under regulations of the Comptroller of the Currency, having a market value (exclusive of accrued interest) not less than the amount of money being secured, or

(2) if the furnishing of security in the manner provided in the foregoing paragraph (1) is not permitted by the then applicable laws and regulations, then in such manner as may be required or permitted by the applicable State of Alabama and federal laws and regulations respecting the security for, or granting a preference in the case of, the deposit of public funds.

SECTION 5.4 Investment of Warrant Fund

(a) The Issuer may cause any money on deposit in the Warrant Fund not then needed for the payment of Debt Service on the Warrants to be invested or reinvested by the Paying Agent in Qualified Investments. All such investments must mature or be subject to redemption at the option of the holder on or prior to the respective date or dates when cash funds will be required for purposes of the Warrant Fund. Any investment made with money on deposit in the Warrant Fund shall be held by or under control of the Paying Agent and shall be deemed at all times a part of the Warrant Fund.

(b) All interest accruing on such investments and any profit realized therefrom shall be deposited in the Warrant Fund and shall be credited to the deposits required by *Section 5.1*; any losses resulting from liquidation of investments shall be charged to the Warrant Fund and shall be added to the next ensuing deposit specified in *Section 5.1*. The Paying Agent shall sell and reduce to cash a sufficient portion of such investments whenever the cash balance in the Warrant Fund is insufficient to pay Debt Service on the Warrants when due.

(c) Any investment of money in the Warrant Fund may be made by the Paying Agent through its own bond department, investment department or other commercial banking department providing investment services. Any certificate of deposit issued by, or other interest bearing deposit with, the Paying Agent shall be deemed an investment rather than a deposit requiring security in the manner specified in *Section 5.3*.

ARTICLE 6

Sale and Delivery of Warrants

SECTION 6.1 Sale of Warrants

(a) The Warrants are hereby sold to Raymond James & Associates, Inc. (the “Original Purchaser”) for a purchase price of \$_____ (representing the [\$1,500,000].00 aggregate principal amount of the Warrants, less an Underwriter's discount of \$_____ and less net original issue premium/discount of \$_____).

(b) The Original Purchaser shall be under no duty to inquire as to the application of the proceeds of the Warrants. Nevertheless, such proceeds shall be held and applied solely for the purposes specified in this Authorizing Ordinance.

SECTION 6.2 Approval of Documents and Closing Papers

(a) The Issuer does hereby approve and authorize the form of Preliminary Official Statement with respect to the Warrants that has been presented to the Issuer’s governing body. The Mayor is hereby authorized to oversee the completion of the Preliminary Official Statement, and the distribution of the Preliminary Official Statement to prospective purchasers. The Mayor is hereby authorized and directed to oversee the preparation of a final Official Statement in the name and on behalf of the Issuer with such changes or additions thereto or deletions therefrom as the Mayor shall approve, which approval shall be conclusively evidenced by his delivery of such document.

(b) The officers of the Issuer and any person or persons designated and authorized by any officer of the Issuer to act in the name and on behalf of the Issuer, or any one or more of them, are authorized to do and perform or cause to be done and performed in the name and on behalf of the Issuer such other acts, to pay or cause to be paid on behalf of the Issuer such related costs and expenses, and to execute and deliver or cause to be executed and delivered in the name and on behalf of the Issuer such other notices, requests, demands, directions, consents, approvals, orders, applications, certificates, agreements, further assurances, or other instruments or communications, under the seal of the Issuer, or otherwise, as they or any of them may deem necessary, advisable, or appropriate in order to carry into effect the intent of the provisions of this Authorizing Ordinance and to demonstrate the validity of the Warrants, the absence of any pending or threatened litigation with respect to the Warrants and the transactions contemplated by this Authorizing Ordinance, and the exemption of interest on the Warrants from Federal and State of Alabama income taxation.

SECTION 6.3 Application of Proceeds

The proceeds from the sale of the Warrants shall be delivered to the City Clerk, shall be held by the City Clerk in a separate fund or account, and shall be used by the Issuer to pay (i) the costs of acquiring and constructing the Capital Improvements and (ii) expenses incurred in connection with the issuance of the Warrants.

SECTION 6.4 Appointment of Bond Counsel

The Issuer hereby appoints Maynard Cooper & Gale, P.C., Birmingham, Alabama, as its bond counsel in connection with the issuance of the Warrants.

ARTICLE 7

Miscellaneous

SECTION 7.1 Amendment of Description of Capital Improvements

The Issuer may amend or change the description of the Capital Improvements contained in this Authorizing Ordinance, provided that:

- (1) the governing body of the Issuer adopts an ordinance setting forth such amendment or change,
- (2) the Capital Improvements, as so amended or changed, are eligible for financing with proceeds of warrants issued pursuant to the Enabling Law and said Capital Improvements and the projected use thereof will not cause the interest on the Warrants to no longer be excludable from gross income for federal income tax purposes,
- (3) such amendment or change will not cause the amount of the Warrants chargeable against the Issuer's constitutional limitation on indebtedness to increase, and
- (4) the Issuer obtains a Favorable Tax Opinion with respect to such amendment or change.

SECTION 7.2 Tax Status of Warrants

The Issuer will comply with the covenants and agreements on its part contained in the Tax Certificate and Agreement.

SECTION 7.3 Continuing Disclosure Agreement

The Issuer will comply with the covenants and agreements of the Continuing Disclosure Agreement. If the Issuer fails to comply with any provision of the Continuing Disclosure Agreement, any Warrantholder may seek mandamus or specific performance by court order to cause the Issuer to comply with its obligations under the Continuing Disclosure Agreement. A default under the Continuing Disclosure Agreement shall not be deemed a default or an event of default under this Authorizing Ordinance or any other financing document related to the issuance of the Warrants. The sole remedy under the Continuing Disclosure Agreement shall be an action to compel performance.

SECTION 7.4 Agreement to Pay Attorneys' Fees

If the Issuer should default under any of the provisions of this Authorizing Ordinance and the Warrantholder of any Warrant should employ attorneys or incur other expenses for the collection of any payments due hereunder or the enforcement of performance or observance of any agreement or covenant on the part of the Issuer herein contained, the Issuer will (to the extent legally enforceable) on demand therefor pay to such Warrantholder the reasonable fees of such attorneys and such other expenses so incurred.

SECTION 7.5 Provisions of Ordinance a Contract

The terms, provisions and conditions set forth in this Authorizing Ordinance constitute a contract between the Issuer and the Warrantholders of the Warrants and shall remain in effect until the Debt Service

on the Warrants shall have been paid in full or provision for such payment has been made in accordance with *Article 5*.

SECTION 7.6 Separability Clause

If any provision in this Authorizing Ordinance or in the Warrants shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 7.7 Notices to Warrantholders

(a) Notices and other communications to DTC or Warrantholders pursuant to this Authorizing Ordinance must be in writing except as otherwise expressly provided in this Authorizing Ordinance. Any specific reference in this Authorizing Ordinance to “written notice” shall not be construed to mean that any other notice may be oral, unless such oral notice is specifically permitted by this Authorizing Ordinance under the circumstances.

(b) If the Book Entry System is in effect, notices and other communications to Warrantholders will be delivered to Warrantholders through the Book Entry System and shall be deemed delivered to Warrantholders upon receipt by DTC. If the Book Entry System is terminated, notices and other communications to Warrantholders may be delivered to such Warrantholders at their address as it appears in the Warrant Register.

(c) Any notice to DTC or a Warrantholder shall be deemed given when received by DTC or the Warrantholder, as the case may be, or when sent to DTC or the Warrantholder, as the case may be, by certified mail.

(d) Any defect in a notice to any particular Warrantholder shall not affect the sufficiency of notice with respect to other Warrantholders.

(e) Notice to any Warrantholder required by this Authorizing Ordinance may be waived in writing by such Warrantholder, either before or after the event, and such waiver shall be the equivalent of such notice.

SECTION 7.8 Repeal of Conflicting Provisions

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

SECTION 7.9 Effect of Headings and Table of Contents

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

Adopted this ____ day of March, 2023.

Mayor

[S E A L]

Attest:

City Clerk

**NOTICE UNDER ARTICLE IV, SECTION 94.01 OF THE
CONSTITUTION OF ALABAMA FOR
EXPENDITURE OF PUBLIC FUNDS AND PUBLIC PROPERTY
BY THE CITY OF BOAZ, ALABAMA**

The City of Boaz, Alabama (the “City”), located in Marshall County, Alabama (the “County”) is considering the financing of: (a) the acquisition, construction, and equipping of one or more of the following capital improvement projects being site grading, paving, utility relocation, new asphalt, parking lot lighting, sidewalks, decorative lighting, new roundabout and public road improvements to and from said roundabout, new pavilions, retention pond, fencing, curb and gutter (generally referred to as the “Boaz Commons Project”), new baseball/softball field improvements constituting redesign and repair and construction of pickleball courts (generally referred to as the “Recreational Improvements”), public road improvements, and/or other capital improvements (collectively the “Series 2023-A Improvements”); (b) parking improvements and/or building improvements to property owned by the City and known as the former outlet property retail facilities used by private users (collectively, the “Series 2023-B Improvements”); and (c) the costs of issuance. All of the Series 2023-A Improvements will be owned and operated by the City and located within the City. All of the Series 2023-B Improvements will be owned by the City and located within the City. The foregoing properties and the improvements to be located thereon for the purposes stated (as described above and located at the street addresses provided above) are hereafter collectively referred to as the “Project.”

The City proposes to issue two series of general obligation warrants, namely its General Obligation Warrants, Series 2023-A, in the maximum principal amount of \$11,500,000 (the “Series 2023-A Warrants”) to finance the Series 2023-A Improvements and pay costs of issuance and its General Obligation Warrants (Federally Taxable), Series 2023-B, in the maximum principal amount of \$1,500,000 (the “Series 2023-B Warrants”) to finance the Series 2023-B Improvements and pay costs of issuance (with the understanding that the final principal amounts of the Series 2023-A Warrants and Series 2023-B Warrants will be less than said maximum principal amounts authorized).

The proposed expenditure of public funds and proposed contemplated transfer of City funds for the properties constituting the Project will provide public benefits to the City by virtue of being able to enhance the economic growth of the City, specifically including the prospect of eventually improving and creating additional recreational parks and offerings within the municipal limits of the City which not only enhances the quality of life for existing residents of the City but also attracts visitors and future residents to the City which generates sales taxes and other forms of tax revenue for the City.

While it is expected that the City will own and operate the Series 2023-A Improvements and no private parties will have long-term lease interests or management rights over the Series 2023-A Improvements, the proposed expenditure of funds and the issuance of the Series 2023-A Warrants may be deemed to benefit any future users of the Project (including without limitation any persons, for-profit entities, or governmental or municipal users which utilize the Series 2023-A Improvements on a temporary basis and/or private vendors which have improvements on a de minimis area of said property like vending machines).

With respect to the Series 2023-B Improvements, the City will own the Series 2023-B Improvements but may benefit (by virtue of providing parking and building improvements) for tenants in buildings owned by the City. The specific private users who may benefit from the Series 2023-B Improvements include Trinkets n’ Treasurers owned by Deborah Swan and Darcy L. Swan, Tre Ragazzi’s Boaz, LLC (restaurant), Garage Shapeups, LLC, Frank’s Thunder Alley, LLC (bowling alley), Mary Riddle doing business as Grumpy’s, Willmore Total Fitness, LLC (exercise/fitness business), Boaz Discount

Furniture (furniture retailer), and any future persons, parties, for-profit entities, or other governmental or municipal users which may rent said retail facilities formerly known as the Boaz outlet retail facilities.

The Boaz City Council, as the governing body of the City, will consider the authorization of issuance of the Series 2023-A Warrants to finance the Series 2023-A Improvements and the Series 2023-B Warrants to finance the Series 2023-B Improvements, for use by the foregoing parties (which may include temporary use by private persons, for-profit entities, other government or municipal users) and any other or future users of said Projects, at what may be considered below market rates or even free use, at its regular public meeting on _____, 2023, at ___:___ p.m. at Boaz City Hall located at _____, Boaz, Alabama. The public is invited to attend said meeting of the Boaz City Council to express their views orally or in writing.