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**EXCERPTS FROM THE MINUTES OF A REGULAR MEETING OF  
THE CITY COUNCIL OF THE CITY OF GULF SHORES**

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The City Council of the City of Gulf Shores met in regular public session at Gulf Shores City Hall, 1905 West First Street, Gulf Shores, Alabama, at 5:00 p.m. on April 11, 2016. The meeting was called to order by the Mayor. The roll was called with the following results:

Present:        Robert Craft, Mayor  
                 Carolyn Doughty  
                 Stephen E. Jones  
                 Philip Harris  
                 Jason Dyken  
                 Joe Garris

Absent:         None

The Mayor stated that a quorum was present and that the meeting was open for the transaction of business.

\*       \*       \*

Councilmember \_\_\_\_\_ moved for unanimous consent of those present to suspend the rules of procedure to allow for the immediate consideration of the following ordinance:

\*       \*       \*

ORDINANCE NO. \_\_\_\_\_

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**AN ORDINANCE AUTHORIZING THE ISSUANCE, SALE, DELIVERY AND PAYMENT OF THE CITY'S \$4,000,000 GENERAL OBLIGATION TAXABLE WARRANT, SERIES 2016-A, TO BE DATED THE DATE OF DELIVERY, TO BANCORPSOUTH**

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

**Section 1. Findings and Representations.**

The City of Gulf Shores (the "City") by and through the City Council, its governing body, does hereby find and determine and represent and warrant as follows:

(a) The City has heretofore issued its \$4,000,000 original principal amount General Obligation Taxable Warrant, Series 2012-A, dated July 13, 2012 (the "Series 2012-A Warrant") to BancorpSouth (the "Bank") pursuant to Ordinance No. 1684 adopted on July 9, 2012 (the "Authorizing Ordinance") in order to establish a revolving line of credit to provide funds to (1) purchase certain property resulting from the settlement of *Pickard ET AL. v City of Gulf Shores* (Baldwin County Circuit Court Case No. CV-07-900187) and (2) for land acquisition for educational purposes and beach improvements.

(b) The City is not in default under the Authorizing Ordinance. The present outstanding balance of the Series 2012-A Warrant is \$3,979,000. The Series 2012-A Warrant matures on July 13, 2016.

(c) The City has found and determined that it is in the best public and financial interest of the City to renew the revolving line of credit evidenced by the Series 2012-A Warrant through a final maturity of January 13, 2019.

(d) The renewal will be evidenced by a General Obligation Taxable Warrant, Series 2016-A, to be dated the date of delivery (the "Warrant"), which will be executed and delivered to the Bank on or about April 12, 2016.

(e) The City expects to use the proceeds of the Warrant for the purposes of land acquisition for educational purposes and engineering/redesign of beach parking and boardwalk areas.

(f) The net assessed valuation of the taxable property in the corporate limits of the City for the fiscal year ending September 30, 2015 is not less than \$\_\_\_\_\_ and the total indebtedness of the City following the issuance of the Warrant chargeable against the debt limitation for the City prescribed by the Constitution of Alabama of 1901, as amended, will not be more than twenty percent of said assessed valuation.

**Section 2. Authorization and Description of Warrant; Payments of Warrant.**

(a) The City shall borrow an aggregate amount not exceeding \$4,000,000 in such amounts and at such times as shall be necessary for the purposes set forth in Section 1 hereof, and the City shall issue the aforesaid Warrant therefor to the Bank, to evidence a revolving line of credit extended thereby to the City for such purposes.

(b) The Warrant shall (1) be dated the date of initial delivery and payment, (2) bear interest at the fixed per annum interest rate of 2.83%, (3) be payable in quarterly installments of interest only with the principal due at maturity on January 13, 2019, (4) be subject to redemption prior to maturity at any time, without premium or penalty, and (5) be registered and transferred, all as provided therefor in the form of the Warrant in Section 4 herein.

(c) The principal of and interest on the Warrant shall be payable in lawful money of the United States of America, at the designated office of the registered owner thereof at par and without discount, exchange or deduction or charge therefor.

**Section 3. Authorization of Advances and Payments.**

The Mayor and City Clerk are authorized and directed to request advances under the Warrant at such times and in such amounts as the Mayor and the City Clerk shall consider necessary or desirable to carry out the purposes of this Ordinance.

**Section 4. Form of Warrant.**

The Warrant shall be in substantially the following form:

**UNITED STATES OF AMERICA  
STATE OF ALABAMA  
CITY OF GULF SHORES  
GENERAL OBLIGATION TAXABLE WARRANT  
SERIES 2016-A**

**No. R-1**

**\$4,000,000**

**THE CITY OF GULF SHORES**, a municipal corporation organized and existing under and by virtue of the laws of the State of Alabama (the "City"), for value received, hereby acknowledges itself indebted to and does hereby order and direct the Finance and Administration Director of the City to pay, solely out of the special warrant fund hereinafter described, to BancorpSouth (herein called the "Payee"), its successors and assigns, the principal sum of

**FOUR MILLION DOLLARS  
(\$4,000,000)**

or so much thereof as may be advanced or paid and re-advanced hereunder, as hereinafter provided, and to pay solely from said warrant fund interest on the unpaid balance of said principal amount advanced and outstanding hereunder from time to time, from the date advanced until payment in full, at a fixed per annum rate of interest equal to 2.83% (computed on the basis of the actual number of days elapsed over a 360-day year), said principal and interest being payable as follows:

(a) On July 13, 2016 and on the 13<sup>th</sup> day (or next business day) of each January, April, July and October thereafter, through and including January 13, 2019, the interest accrued on the outstanding principal balance of this Warrant to each such date of payment; and

(b) On January 13, 2019, the entire outstanding principal balance of this Warrant plus all accrued interest thereon.

Payment of the principal hereof and interest hereon shall be made at the office of the Payee or at such other place as shall be designated to the City in writing by the Payee, provided the final payment of principal of and interest on this Warrant shall be made only upon presentation and surrender of this Warrant to the City for cancellation.

The City may, on any date, pay in advance the entire unpaid principal balance of this Warrant or any lesser portion or portions thereof by paying to the Payee the principal amount to be prepaid, plus interest accrued on such principal amount to the date of such prepayment, without premium or penalty.

This Warrant is a master Warrant under a revolving line of credit extended by the Payee to the City, and it is contemplated that the proceeds of the loan evidenced hereby will be advanced, or paid and re-advanced, by the Payee to the City in installments, as requested by the City (as to amount and date), and it is further contemplated that by reason of prepayments hereon there may be times when no indebtedness is owing hereunder; notwithstanding any such occurrence, this Warrant shall remain valid and shall be in full force and effect as to each principal advance made hereunder subsequent to each such occurrence. Each principal advance and each payment made on this Warrant shall be reflected by the notations made by the Payee on its internal records (which may be kept by computer or by other means determined by the Payee) and the Payee is hereby authorized so to record thereon all such principal advances and payments. The aggregate unpaid principal amount of this Warrant reflected on the internal records of the Payee (whether by computer or otherwise) shall be rebuttably presumptive evidence of the principal amount of this Warrant outstanding and unpaid. No failure of the Payee so to record any advance or payment shall limit or otherwise affect the obligation of the City hereunder with respect to any advance, and no payment of the principal by the City shall be affected by the failure of the Payee so to record the same.

**THIS WARRANT SHALL BE VALID AND ENFORCEABLE AS TO THE AGGREGATE PRINCIPAL AMOUNT ADVANCED AT ANY TIME HEREUNDER, WHETHER OR NOT THE FULL FACE AMOUNT HEREOF IS ADVANCED.**

This Warrant is issued pursuant to the Constitution and laws of the State of Alabama, including the provisions of Section 11-47-2 et seq. of the CODE OF ALABAMA 1975, as amended, and an Ordinance and proceedings of the governing body of the City (the "Authorizing Proceedings") for the purposes described in the Authorizing Proceedings.

The principal of and interest on this Warrant is a general obligation of the City and the full faith and credit of the City are pledged to the payment of the principal of and interest on the Warrant.

The City has established in the Authorizing Proceedings a special fund designated "Series 2016-A General Obligation Taxable Warrant Fund" for the payment of the principal of and interest on the Warrant, and has obligated itself to pay or cause to be paid into said Fund from the taxes and revenues of the City sums sufficient to provide for the payment of the principal of and interest on this Warrant as the same matures and comes due.

This Warrant and the interest hereon constitutes a charge on the general credit of the City and an indebtedness of the City within the meaning of state constitutional provisions and or statutory limitations.

This Warrant is recorded and registered as to principal and interest in the name of the owner on the book of registration maintained for that purpose by the City. The person in whose name this Warrant is registered shall be deemed and regarded as the absolute owner hereof for all purposes and payment of the principal of and interest on this Warrant shall be made only to or upon the order of the registered owner hereof or its legal representative, and neither the City nor any agent of the City shall be affected by any notice to the contrary. Payment of principal of and interest on this Warrant shall be valid and effectual to satisfy and discharge the liability of the City upon this Warrant to the extent of the amounts so paid.

This Warrant may be transferred only upon written request of the registered owner or its legal representative addressed to the City, such transfer to be recorded on said book of registration and endorsed hereon by the City. Upon presentation to the City for transfer, this Warrant must be accompanied by a written instrument or instruments of transfer satisfactory to the City, duly executed by the registered owner or its attorney duly authorized in writing, and the City shall endorse on the schedule attached hereto for such purpose the principal amount of this Warrant unpaid and the interest accrued hereon to the date of transfer. No charge shall be made for the privilege of transfer, but the registered owner of this Warrant requesting any such transfer shall pay any tax or other governmental charge required to be paid with respect thereto.

It is hereby recited, certified and declared that the indebtedness evidenced and ordered paid by this Warrant is lawfully due without condition, abatement or offset of any description and 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 execution, registration and issuance of this Warrant and the adoption of the Authorizing Proceedings have happened, do exist and have been performed in time, form and manner as so required.

IN WITNESS WHEREOF, the City, acting by and through its governing body, has caused this Warrant to be executed in its name and on its behalf by its Mayor and its municipal seal to be hereunto affixed and attested by its City Clerk, and has caused this Warrant to be dated April \_\_, 2016.

**CITY OF GULF SHORES**

SEAL

By \_\_\_\_\_  
Its Mayor

Attest: \_\_\_\_\_  
City Clerk

REGISTRATION CERTIFICATE

I hereby certify that this Warrant has been duly registered by me as a claim against the City of Gulf Shores and the Series 2016-A Warrant Fund referred to herein.

\_\_\_\_\_  
Finance and Administration Director

REGISTRATION OF OWNERSHIP

This Warrant is recorded and registered on the registry books of the City of Gulf Shores in the

name of the last owner named below. The principal of and interest on this Warrant shall be payable only to or upon the order of such registered owner.

<u>Date of Registration</u>	<u>In Whose Name Registered</u>	<u>Signature of Authorized Officer of City</u>
<u>April , 2016</u>	<u>BancorpSouth</u>	_____, City Clerk
_____	_____	_____

**ENDORSEMENT BY CITY OF UNPAID PRINCIPAL AND  
ACCRUED INTEREST ON DATE OF TRANSFER**

<u>Date of Transfer</u>	<u>Principal Unpaid</u>	<u>Accrued Interest on Date of Transfer</u>	<u>Signature of Authorized Officer of City</u>
_____	_____	_____	_____
_____	_____	_____	_____

**Section 5. Execution of the Warrant.**

The Warrant shall be manually executed in the name and on behalf of the City by the Mayor and shall be manually attested by the City Clerk of the City, and the official seal of the City shall be manually imprinted thereon. The Registration Certificate shall be executed by the Finance and Administration Director. The Registration of Ownership of the Warrant shall be executed by the City Clerk of the City who shall make the endorsements provided at the time of any transfer. Said officers are hereby directed to so execute, attest and register the Warrant and to make the appropriate endorsements and notations, if any, thereon.

**Section 6. General Obligation; Warrant Fund.**

(a) The Warrant and the interest thereon shall constitute a general obligation debt of the City. The Warrant is an obligation of the City to which the general faith and credit of the City is pledged.

(b) To secure the payment of the principal of and interest on the Warrant and to secure for the benefit of the registered owner of the Warrant the faithful performance of all of the covenants and provisions contained herein, in the manner and to the extent so provided, the City (1) does hereby pledge unto the registered owner of the Warrant and its registered assigns the full faith and credit of the City, (2) does hereby create and establish a special fund designated the "Series 2016-A General Obligation Taxable Warrant Fund" (the "Warrant Fund"), which shall be held by the Bank, as custodian and paying agent of the Warrant and (3) does hereby covenant and agree to pay or cause to be paid into the Warrant Fund a sufficient amount of the revenues and taxes of the City.

(c) The City further covenants and agrees to collect or cause to be collected all taxes and revenues when due and to apply the same as provided in this Ordinance.

**Section 7. Expenses of Collection; Interest After Maturity.**

The City covenants and agrees that, if the principal of and interest on the Warrant are not paid promptly as such principal and interest matures and comes due, it will pay to the registered owner of the Warrant or its registered assignees all expenses incident to the collection of any unpaid portion thereof, including a reasonable attorney's fee. To the extent permitted by applicable law, the Warrant and the interest thereon shall bear interest at the rate of 2.83% per annum from and after the maturity or due dates thereof, if not then paid.

**Section 8. No Federal Tax Exemption for Interest; No Designation of Warrant Pursuant to Section 265 of the Code.**

(a) The interest payable on the Warrant is not excludable from gross income of the registered owner thereof for federal income taxation purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code").

(b) The City has not designated the Warrant as a "qualified tax-exempt obligation" for the purposes of Section 265(b)(3) of the Code. The Warrant is not "bank qualified."

**Section 9. Authorization of Issuance of Warrant.**

The Mayor and the City Clerk, or either of them, are hereby authorized and directed to effect delivery of the Warrant to the Bank and in connection therewith to deliver such closing papers containing such representations as are required to demonstrate the legality and validity of the Warrant and the absence of pending or threatened litigation with respect thereto.

The City Clerk of the City shall give a receipt to the said purchaser for the purchase price paid, and such receipt shall be full acquittal to the said purchaser and the said purchaser shall not be required to see to or be responsible for the application of the proceeds of the Warrant. Nevertheless, the proceeds of the Warrant shall be applied solely to the purposes herein referenced.

**Section 10. Severability.**

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

**Section 11. Repeal of Conflicting Provisions.**

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

**Section 12. Provisions of Ordinance a Contract.**

The terms, provisions and conditions set forth in this Ordinance constitute a contract between the City and the registered owner of the Warrant and shall remain in effect until the principal of and interest on the Warrant shall have been paid in full.

It was moved by \_\_\_\_\_ that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of the said ordinance be suspended and that unanimous consent to the immediate consideration and adoption of the said ordinance be given. The motion was seconded by \_\_\_\_\_ and on roll call was unanimously adopted, those answering aye being:

Ayes:	Robert Craft, Mayor Carolyn Doughty Stephen E. Jones Philip Harris Jason Dyken Joe Garris
Nays:	None

The Mayor declared the motion unanimously carried.

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

Ayes:	Robert Craft, Mayor Carolyn Doughty Stephen E. Jones Philip Harris Jason Dyken Joe Garris
Nays:	None

The Mayor thereupon declared said motion carried and the ordinance passed and adopted as introduced and read.

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

Minutes Approved

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Member of City Council

CITY SEAL

Attest: \_\_\_\_\_  
City Clerk

STATE OF ALABAMA  
BALDWIN COUNTY

**CERTIFICATE OF CITY CLERK**

I, the undersigned, do hereby certify as follows: (1) I am the duly elected, qualified and City Clerk of the City of Gulf Shores (the "City"), (2) as City Clerk of the City I have access to all original records of the City and I am duly authorized to make certified copies of its records on its behalf, (3) the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a regular meeting of the City Council of the City duly held on April 11, 2016, (4) the ordinance set forth in such excerpts is a complete, verbatim and compared copy of such ordinance as introduced and adopted by the City Council on such date, and (5) said ordinance is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the City of Gulf Shores and have affixed the official seal of the City, this 11<sup>th</sup> day of April, 2016.

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Clerk of the City of Gulf Shores

CITY SEAL