



AGENDA
REGULAR COUNCIL MEETING
CITY OF GULF SHORES, ALABAMA
NOVEMBER 9, 2020
4:00 P.M.

1. Call To Order

2. Invocation

A. Councilman Stephen E. Jones

3. Pledge Of Allegiance

4. Roll Call

5. Approval Of Expense Vouchers

6. Approval Of Minutes

- a. October 26, 2020 - Special Meeting
- b. October 26, 2020 - Regular Council
- c. October 27, 2020 - Special Meeting
- d. October 29, 2020 - Special Meeting - Canvas Runoff Vote
- e. November 2, 2020 - Special Meeting - Organizational Meeting
- f. November 2, 2020 - Council Work Session Meeting

7. New Business

A. Resolution - 2021 Budget Adoption

Documents:

[RESO - 2021 BUDGET ADOPTION.PDF](#)

B. Resolution - Award Bid - Backstop Padding

Documents:

[RESO - AWARD BID - BACKSTOP PADDING.PDF](#)

C. Resolution - CPR Devices

Documents:

[RESO - AWARD BID - CPR DEVICES.PDF](#)

D. Resolution - Award Bid - Cardiac Monitors

Documents:

RESO - AWARD BID - CARDIAC MONITORS.PDF

E. Ordinance - Taxi Franchise - Crozzzzcabz, Inc.

Documents:

ORD - TAXI FRANCHISE - CROZZZZCABZ, INC..PDF

F. Ord - Warrant 2020-E BBT Truist

Documents:

1 - AGENDA ITEM SUMMARY FORM 2020-E TRUIST LOC FORMERLY BBT
2016-B LOC (2).PDF

2 - WARRANT - CITY OF GULF SHORES_TERM SHEET LETTER_2020-11-
04.PDF

ORD - WARRANT 2020-E BBT TRUIST.PDF

8. Committee Reports

9. Staff Reports

10. Hearing Of Persons Not Listed On Formal Agenda

11. Adjourn

RESOLUTION NO.

**A RESOLUTION ADOPTING
CITY OF GULF SHORES
2021 BUDGET**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON November 9th, 2020 as follows:

Section 1. That the City of Gulf Shores 2021 Budget be adopted for the City of Gulf Shores, Alabama, for Fiscal Year 2021 beginning January 1, 2021 and ending December 31, 2021.

**GENERAL FUND BUDGET SUMMARY 2021
(JANUARY 1, 2021 THROUGH DECEMBER 31, 2021)**

TOTAL REVENUES GENERAL FUND		\$49,682,362
<u>EXPENDITURES:</u>		
Executive	\$ 1,864,877	
Human Resources	751,128	
Finance & Administrative Svcs	3,351,060	
Municipal Court	473,220	
Police	7,322,113	
Fire & EMS	5,691,450	
Planning & Development	617,407	
Building	664,416	
Recreation & Cultural Affairs	455,678	
Events & Programs	758,653	
Library	695,711	
Recreation-Rec & Wellness	2,289,865	
Recreation-Sportsplex	1,219,588	
Recreation-Parks	591,114	
Recreation-City Store	185,069	
Recreation-City School Landscape	199,596	
Public Works:		
General Services	394,076	
Public Facilities-Custodial	582,245	
Public Facilities-Landscaping	966,242	
Streets	2,748,535	
Maintenance	1,328,196	
Engineering & Construction	733,759	
Airport Authority	161,336	
Outside Agencies	<u>998,692</u>	
SUBTOTAL OPERATIONS		\$35,044,026
Capital Outlay		
Finance & Admin	10,000	
Police – Capital Outlay	627,784	
Fire – Capital Outlay	72,000	
Building – Capital Outlay	36,000	
Recreation Sportsplex	87,000	

Recreation Parks	37,000
Recreation Rec & Wellness	14,000
Engineering	155,000

Public Works Capital:	
Landscaping	90,000
Custodial	30,000
Streets	<u>502,510</u>

SUBTOTAL CAPITAL	\$1,661,294	
Operating Transfers Out	<u>\$12,499,392</u>	
Total General Fund Expenses		<u>\$49,204,712</u>
Budget Carry Forward General Fund		<u>\$ 477,650</u>

**OTHER FUND BUDGET SUMMARY 2021
(JANUARY 1, 2021 THROUGH DECEMBER 31, 2021)**

REVENUE EXPENDITURE

Special Revenue

2% Lodging Tax Revenue	4,006,500		
Transfer to General Fund		3,322,408	
Transfer to Beach Fund		710,020	
Total 2% Lodging Tax Expenses			<u>\$4,032,428</u>
Budget Carry Forward 2% Lodging			<u>\$(25,928)</u>

Police & Fire Related Grants

Police and Fire	521,000		
Transfer to General		487,000	
Muni Court Exps		24,000	
Police		<u>10,000</u>	
SUBTOTAL			<u>521,000</u>
Budget Carry Forward Police & Fire			\$0

Impact Fees Fund

Impact Fees Revenue	1,693,100		
Recreation		702,000	
Public Works		770,000	
Police		103,600	
Fire		<u>113,000</u>	
SUBTOTAL			<u>\$1,688,600</u>
Budget Carry Forward Impact Fees			\$4,500

Beach Restoration & Projects Fund

Transfer from 2% Lodging Tax	710,020		
Recycling Revenue	20,000		
Parking Fees	<u>650,000</u>		
SUBTOTAL	1,380,020		
Police		383,096	
Fire – Beach		759,026	
Public Works – Streets		247,576	
Capital Outlay		<u>165,000</u>	
Total Beach Restoration & Projects			<u>\$1,554,698</u>
Budget Carry Forward Beach R & P			\$(174,678)

Capital Improvements Fund

Contributions – Sidewalk/Bikeway	30,000		
2020 Debt Issue	<u>2,500,000</u>		
SUBTOTAL	2,530,000		
Capital Outlay Projects		2,500,000	
General Fund Transfer		<u>30,000</u>	<u>\$2,530,000</u>
			\$0

Storm Damage Fund

Transfer from General Fund	23,078		
Parks, Recreation & Other (G)		<u>0</u>	
Budget Carry Forward Storm Damage			<u>\$0</u>
			\$23,078

Taxable Warrant Fund

Proceeds from 2016 Taxable LOC	3,784,560		
Grants & Developer Matches	<u>10,047,719</u>		
SUBTOTAL Revenue	13,832,279		
Improvements Medical Facility		4,042,132	
Gulf Coast Center for Ecotourism		3,680,000	
Transportation Projects BUILD		4,227,428	
Little Lagoon Restoration Project		<u>1,882,719</u>	
SUBTOTAL Expense			<u>\$13,832,279</u>
			\$0

Debt Service Fund

Transfers/Interest	8,472,314		
Bond Payments		8,472,314	<u>\$8,472,314</u>
			\$0

2018 GO Warrants

Match/Proceeds from 2018			
Warrants	8,046,566		
Capital Outlay Projects		8,046,566	<u>\$8,046,566</u>
			\$0

Public Education Building			
Authority Fund	606,550		
Budget Carryforward Public Ed			<u>\$606,550</u>
			\$0

Total All Funds Revenue	90,793,769		
Total All Funds Expense	89,882,597		

Budget Carry Forward:			
General Fund Budget			\$ 477,650
Special Revenue 2% Lodging			(25,928)
Impact Fees Fund			4,500
Beach Restoration & Projects Fund			(174,678)
Storm Damage Fund			23,078
Public Education Building			<u>606,550</u>
Authority			
Budget Carry Forward			<u>\$ 911,172</u>

Section 2. That this Resolution shall become effective upon its adoption.

ADOPTED this 9th day of November, 2020.

Robert Craft, Mayor

Wanda K. Parris, MMC
City Clerk

RESOLUTION NO. - 20

**A RESOLUTION
ACCEPTING THE BID OF
SPORTS GRAPHICS, INC. TO PROVIDE BACKSTOP PADDING
AT THE SPORTSPLEX SOFTBALL AND BASEBALL FIELDS
IN THE TOTAL AMOUNT OF \$15,000.00; AND
AUTHORIZING EXECUTION OF CONTRACT**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES,
ALABAMA, WHILE IN REGULAR SESSION ON NOVEMBER 9, 2020, as follows:

Section 1. That the bid of Sports Graphics Inc. in the amount of \$12,060.00 is to provide new Backstop Padding at the Gulf Shores City School women's varsity softball and men's varsity baseball fields at the Sportsplex, be and the same is hereby accepted, being the lowest, most responsible, among sealed bids opened on October 23, 2020. As this is a Unit Price bid, Engineering recommends award of the contract to Sports Graphics, Inc. in an amount not to exceed \$15,000.

Section 2. That the Mayor and City Clerk be and they are hereby authorized and directed to execute and attest, respectively, a contract between the City of Gulf Shores and Sports Graphics, Inc. to provide backstop padding at the Gulf Shores City School women's varsity softball and men's varsity baseball fields at the Sportsplex; in substantially the form presented to Council this date.

Section 2. That this project is being funded through the City School Appropriation Account #01-679-60093. The cost of the backstop padding is included in the overall renovation budget of \$290,000 and is within the \$25,000 that was estimated for this work.

Section 3. That this Resolution shall become effective upon its adoption.

ADOPTED this 9th day of November, 2020.

Robert Craft, Mayor

ATTEST:

Wanda Parris, MMC, City Clerk

C E R T I F I C A T E

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. -20 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on November 9, 2020.

City Clerk

RESOLUTION NO. - 20

**A RESOLUTION
ACCEPTING THE BID OF
STRYKER MEDICAL TO PURCHASE 5 MECHANICAL
CPR DEVICES IN THE TOTAL AMOUNT OF \$76,141.00; AND
AUTHORIZING EXECUTION OF CONTRACT**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES,
ALABAMA, WHILE IN REGULAR SESSION ON NOVEMBER 9, 2020, as follows:

Section 1. That the bid of Stryker Medical in the amount of \$76,141.00 to purchase five (5) Mechanical CPR Devices, be and the same is hereby accepted, being the lowest, most responsible, among sealed bids opened on October 19, 2020.

Section 2. That the Mayor and City Clerk be and they are hereby authorized and directed to execute and attest, respectively, a contract between the City of Gulf Shores and Stryker Medical to purchase five (5) new mechanical CPR devices; in substantially the form presented to Council this date.

Section 3. That \$76,141.00 is 100 % reimbursable through the CARES ACT Funding.

Section 4. That this Resolution shall become effective upon its adoption.

ADOPTED this 9th day of November, 2020.

Robert Craft, Mayor

ATTEST:

Wanda Parris, MMC, City Clerk

C E R T I F I C A T E

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. -20 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on November 9, 2020.

City Clerk

RESOLUTION NO. - 20

**A RESOLUTION
ACCEPTING THE BID OF
ZOLL MEDICAL TO PURCHASE 9 CARDIAC MONITORS
IN THE TOTAL AMOUNT OF \$281,228.44; AND
AUTHORIZING EXECUTION OF CONTRACT**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON NOVEMBER 9, 2020, as follows:

Section 1. That the bid of Zoll Medical in the amount of \$281,228.44, to purchase nine (9) Zoll X Series Cardiac Monitors, be and the same is hereby accepted, being the lowest, most responsible, among sealed bids opened on October 28, 2020.

Section 2. That the Mayor and City Clerk be and they are hereby authorized and directed to execute and attest, respectively, a contract between the City of Gulf Shores and Zoll Medical to purchase nine (9) Zoll X Series Cardiac Monitors; in substantially the form presented to Council this date.

Section 3. That there is currently a balance of \$222,782.00 remaining in the CARES Act Funding. We will request all the bid amount of \$281,228.44 be covered in case the State has any funds available from entities that didn't spend all of their allocation. If the State does not pay for all of the monitors, the difference of \$58,446.44 will be included in the next budget amendment.

Section 4. That this Resolution shall become effective upon its adoption.

ADOPTED this 9th day of November, 2020.

Robert Craft, Mayor

ATTEST:

Wanda Parris, MMC, City Clerk

C E R T I F I C A T E

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. -20 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on November 9, 2020.

City Clerk

ORDINANCE NO.

**AN ORDINANCE
GRANTING OF A NONEXCLUSIVE FRANCHISE AGREEMENT
TO CROZZZCABZ, INC. TO PROVIDE TRANSPORTATION
SERVICE IN THE CITY OF GULF SHORES;
AND AUTHORIZING THE EXECUTION OF A FRANCHISE AGREEMENT
BETWEEN THE CITY OF GULF SHORES AND THE COMPANY**

WHEREAS, Crozzzcabz, Inc. has requested a franchise to empower the Company to provide transportation service in the City of Gulf Shores; and

WHEREAS, the City is desirous of granting of a nonexclusive franchise to Crozzzcabz, Inc. to provide transportation service in the City; and

WHEREAS, the residents of the City will benefit by the granting of such a franchise renewal;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON NOVEMBER 9, 2020, as follows:

Section 1. That granting a nonexclusive franchise be and it is hereby granted to Crozzzcabz, Inc. for operation of a taxi service within the corporate limits of the City.

Section 2. That the Mayor and City Clerk are hereby directed and authorized to execute and attest, respectively, a Franchise Agreement between the City of Gulf Shores and Crozzzcabz, Inc. which sets forth the requirements, covenants and agreements of a franchise to the Company for operation of a taxi service within the City.

Section 3. That the subject Franchise Agreement, the full text of which is available for examination in the office of the City Clerk, is dated November 9, 2020.

Section 4. That this Ordinance shall become effective upon its adoption and publication as required by law.

ADOPTED this 9th day of November, 2020.

Robert Craft, Mayor

ATTEST:

Wanda Parris, MMC
City Clerk

C E R T I F I C A T E

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Ordinance No. (prepared by City Clerk), which Ordinance was duly and legally adopted at a regular meeting of the City Council on November 9, 2020 and the same was duly published as required by law.

City Clerk



SMALL TOWN, BIG BEACH

COUNCIL AGENDA SUMMARY

TO: Mayor Craft & Members of the City Council

THROUGH: Steve Griffin, City Administrator

FROM: Cindy King, Finance & Administrative Services Director

SUBJECT: 2016-B BB& T \$13.5 million taxable Line of Credit (LOC) refinanced and renamed 2020-E Truist 2020-E \$13.5 million taxable Line of Credit (LOC)

DATE: November 6, 2020

ISSUE: The Finance Committee requested Truist be contacted to see if a \$13.5 million Taxable Line of Credit originally obtained in 2016 from BB&T interest rate could be lowered.

BACKGROUND: Truist and BB&T have merged since the original 2016 BB&T Taxable Line of Credit for ten years at 2.85% interest was issued. Truist has offered to lower the interest rate to 1.98% and allow the line to increase by six million to \$19.5 million from December 1, 2020 to November 30, 2021 in order to use the line for clean-up, repair and restoration of City property from Hurricanes Sally and Zeta.

PREVIOUS COUNCIL ACTION: None

BUDGET IMPLICATIONS: Using the Taxable Line of Credit will enable the City to preserve cash while waiting on insurance, FEMA, BUILD, and RESTORE reimbursements to occur. Savings from lowering the interest rate from 2.85% to 1.98% on \$13.5 million for one year would be \$117,450. Use of the entire \$13.5 million line was included in the 2021 Capital Improvement plan primarily for BUILD and RESTORE projects. Having the line increased temporarily by \$6 million will enable the City to continue capital projects planned while waiting for FEMA and insurance reimbursement.

RELATED ISSUES: None

ATTACHMENTS: Truist offer letter

DEPARTMENT: Finance and Administrative Services

STAFF CONTACT: Cindy King

November 4, 2020

Ms. Cindy King
Director of Finance and Administration
City of Gulf Shores
P.O. Box 299
Gulf Shores, AL 36547**Re: City of Gulf Shores, Alabama**

Dear Cindy:

Truist Bank ("Lender") is pleased to offer this proposal for acceptable changes requested by the City of Gulf Shores, Alabama ("Borrower") to the structure of Borrower's \$13,500,000 General Obligation Taxable Warrant, Series 2016-B.

OBLIGATION: General Obligation Taxable Warrant, Series 2016-B (the "Warrant")

AMOUNT: Up to \$13,500,000 may be advanced. However, for the 12-month period beginning December 1, 2020 and ending November 30, 2021, \$19,500,000 may be advanced. Should the outstanding amount of the Warrant on November 30, 2021 exceed \$13,500,000, Borrower shall immediately pay to Lender an amount that causes the outstanding amount of the Warrant to be no greater than \$13,500,000; Borrower's failure to make such payment in full shall constitute an event of default under the Warrant.

MATURITY DATE: June 15, 2026 (no change)

FIXED INTEREST RATE OPTION: 1.98%

VARIABLE INTEREST RATE OPTION: The greater of Daily Secured Overnight Financing Rate ("SOFR") or 0.50%, plus a spread of 1.36%. As of today, Daily SOFR is 0.11%, so your effective variable rate would be 1.86%, initially.

RATE EXPIRATION ACCEPTANCE: November 30, 2020

LEGAL REVIEW FEE: \$2,500

DOCUMENTATION: It will be the responsibility of Borrower to retain and compensate counsel to appropriately structure the amendments to the financing documents contemplated by this proposal letter. These provisions must be acceptable to Lender. Lender will require Borrower to provide an unqualified bond counsel opinion and a no litigation certificate. Lender and its counsel reserve the right to review and approve all documentation before closing.

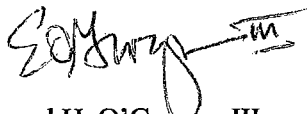
Lender shall have the right to cancel this offer by notifying Borrower of its election to do so (whether this offer has previously been accepted by Borrower) if at any time prior to the closing there is a material adverse change in Borrower's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with Borrower, or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to Lender.

Costs of counsel for Borrower and any other costs will be the responsibility of Borrower.

We appreciate the opportunity to offer this financing proposal. Please call me at (251) 340-8706 with your questions and comments. We look forward to hearing from you.

Sincerely,

Truist Bank

A handwritten signature in black ink, appearing to read "E. O'Gwynn, III", with a horizontal line extending to the right.

Edward H. O'Gwynn, III
Senior Vice President

Accepted by:

City of Gulf Shores

Cindy King
Director of Finance and Administration

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE ISSUANCE, SALE, DELIVERY AND PAYMENT OF THE CITY'S \$13,500,000 PRINCIPAL AMOUNT GENERAL OBLIGATION TAXABLE WARRANT, SERIES 2020-E, TO BE DATED THE DATE OF DELIVERY, TO BRANCH BANKING AND TRUST COMPANY

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 found and determined that it is in the best public and financial interest of the City to issue its \$13,500,000 principal amount General Obligation Taxable Warrant, Series 2020-E, to be dated the date of delivery (the "Warrant"), to Truist Company (the successor to Brank Banking & Trust Company, the "Bank") on or about November 13, 2020.

(b) The Warrant proceeds will be applied to such needs as are approved by the Council, including the payment of certain temporary expenses related to Hurricane Sally and Zeta, which are anticipated to be reimbursed to the City by the Federal Emergency Management Agency (FEMA) within the next 9 months.

(c) The net assessed valuation of the taxable property in the corporate limits of the City, as assessed for municipal taxation and on which taxes were due and payable on October 1, 2020, including motor vehicles, is not less than \$790,117,460, 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.

(d) The Warrant will modify and replace the outstanding General Obligation Taxable Warrant, Series 2016-B, of the City, payable to Branch Banking & Trust Company.

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

(a) Except as provided for the in Warrant, the City shall borrow an aggregate amount not exceeding \$13,500,000 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 be (1) dated the date of initial delivery and payment, (2) subject to redemption prior to maturity at any time, without premium or penalty, and (3) registered and transferred, all as provided therefor in the form of the Warrant in Section 4 below.

(c) All such principal drawn and outstanding on the Warrant shall (1) bear interest at the fixed per annum interest rate of 1.98%, and (2) be payable in quarterly installments of interest only with the principal due at final maturity on June 15, 2026.

(d) 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.

(a) 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; provided, however, (i) the outstanding principal amount of the Warrant may not exceed \$13,500,000, except for the temporary period from December 1, 2020 through November 30, 2021, during which time, a maximum amount of \$19,500,000 may be advanced, provided however, that any outstanding principal balance in excess of \$13,500,000 on November 30, 2021 shall be paid on that date, so that the maximum amount outstanding on December 1, 2021 is equal to or less than \$13,500,000, (ii) no advances may be made in the event that the City should default in the payment of the principal of or interest on the Warrant, or should fail to comply with any of the other covenants and agreements contained in the Ordinance, and (iii) no advances may be made after May 31, 2026.

(b) The proceeds of advances under the Warrant shall be deposited in the City's designated account with the Bank.

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 2020-E**

No. R-1

\$13,500,000

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 **TRUIST** (the "Payee"), its successors and assigns, the principal sum of

**THIRTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS
(\$13,500,000)**

or so much thereof as may be advanced or paid and re-advanced hereunder, as hereinafter provided, provided, however, that during the period from December 1, 2020 through November 30, 2021, a maximum amount of \$19,500,000 may be advanced hereunder, 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 1.98% (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 March 15, 2021 and on the 15th day (or next business day) of each March, June, September and December, through and including June 15, 2026, the interest accrued on the outstanding principal balance of this Warrant to each such date of payment; and

(b) On November 30, 2021, the principal amount (if any) outstanding in excess of \$13,500,000; and

(c) June 15, 2026, 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.

Interest shall be payable hereon at the Post-Default Rate (as defined in the Authorizing Proceedings referred to below) under certain circumstances described in the Authorizing Proceedings.

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 adopted by the governing body of the City on November 9, 2020 (the “Authorizing Proceedings”) for the purposes described in the Authorizing Proceedings. Capitalized terms not otherwise defined herein shall have the meaning assigned 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 2020-E General Obligation Taxable Warrant Fund” (the “Series 2020-E 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 November 12, 2020.

CITY OF GULF SHORES

SEAL

By

Its Mayor

Attest: _____
City Clerk

CERTIFICATE

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Ordinance No. (prepared by City Clerk), which Ordinance was duly and legally adopted at a regular meeting of the City Council on November 9, 2020 and the same was duly published as required by law.

City Clerk