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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, in Gulf Shores, Alabama, at 4:00 o'clock p.m. on Monday the 26th day of January, 2026, the previously announced date and time for such meeting. The meeting was called to order by the Mayor. The roll was called with the following results:

Present:        Robert Craft, Mayor  
                 Philip Harris, Mayor Pro Tem  
                 Jennifer Guthrie  
                 Joe Garris  
                 Jason Dyken  
                 Steve Jones

Absent:

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

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**ORDINANCE NO.**

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**AN ORDINANCE AUTHORIZING THE ISSUANCE, SALE, DELIVERY, AND PAYMENT OF THE CITY'S \$1,000,000 MAXIMUM PRINCIPAL AMOUNT GENERAL OBLIGATION WARRANT, SERIES 2026-A, TO BE DATED THE DATE OF DELIVERY, TO SOUTHSTATE BANK**

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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) Upon the request of the Gulf Shores Police Department, the City has found and determined that it is in the best public and financial interest of the City to acquire, equip, and operate additional police vehicles (approximately eight) and related equipment for use by the City's Police Department (the "Series 2026-A Improvements").

(b) In order to acquire the funds to purchase the Series 2026-A Improvements, it will be necessary, desirable, and in the best public and financial interest of the City to issue its General Obligation Warrant, Series 2026-A, to be dated the date of delivery (the "Warrant"), to SouthState Bank (the "Bank"), the original purchaser thereof, on or about February 3, 2026.

(c) The net assessed valuation of 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, 2025, including motor vehicles, is not less than \$1,478,520,180, 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 City acknowledges and agrees that the Bank is purchasing the Warrant in evidence of a privately negotiated loan, and, in that connection, the Warrant shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with DTC or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.

(e) The City acknowledges that the Bank and their representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Ordinance and any information, materials or communications provided by Bank: (a) Bank and its representatives are not recommending an action to any municipal entity or obligated person; (b) Bank and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to such Ordinance, information, materials or communications; (c) Bank and its representatives are acting for their own interests; and (d) the City has been informed that City should discuss this Ordinance and any such other information, materials or communications with any and

all internal and external advisors and experts that the City deems appropriate before acting on this Ordinance or any such other information, materials or communications.

(f) The City represents and warrants to the Bank that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person. The City further represents and warrants to the Bank that the City is not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this transaction on behalf of any person named as a Specially Designated National and Blocked Person.

(g) The City hereby declares its intent to reimburse itself up to \$1,000,000 from the proceeds of the Warrant for any prior expenditure incurred for the Series 2026-A Improvements, in the event that the City needs to submit a purchase order prior to receipt of the funds on or about February 3, 2026.

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

(a) The City shall borrow an aggregate principal amount not exceeding \$1,000,000, to be fully funded at closing, for the purposes set forth in Section 1 hereof, and the City shall issue the aforesaid Warrant therefor to the Bank as evidence of the loan to the City for such purposes.

(b) The Warrant shall (1) be dated the date of delivery and payment, (2) bear interest at the fixed per annum interest rate of 3.720%, (3) be payable in semi-annual installments of interest only with the principal due at maturity, (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 3 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. 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 WARRANT  
SERIES 2026-A**

No. R-1

**\$1,000,000**

**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 SouthState Bank (herein called the "Payee"), its successors and assigns, the principal sum of

**ONE MILLION DOLLARS  
(\$1,000,000)**

as hereinafter provided, and to pay solely from said warrant fund interest on the unpaid balance of said principal amount outstanding hereunder from the date of issuance of this Warrant until payment in full, at a fixed per annum rate of interest equal to 3.720% (computed on a 30/360 basis), said principal and interest being payable as follows:

(a) On August 15, 2026, and on each February 15 and August 15 thereafter, to and including February 15, 2031, the interest accrued on the outstanding principal balance of this Warrant to each such date of payment; and

(b) On February 15, 2031, 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 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 the "Series 2026-A General Obligation 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 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 February 3, 2026.

**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 2026 Warrant Fund referred to herein.

\_\_\_\_\_

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>February 3, 2026</u>	<u>SouthState Bank</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 4. 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 Director of Finance and Administration. 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 5. 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 2026-A General Obligation 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 6. 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 continue to bear interest at the same fixed rate of 3.720% per annum from and after the maturity or due dates thereof, if not then paid.

**Section 7. Federal Tax Exemption; No Designation of Warrant Pursuant to Section 265 of the Code.**

The City recognizes that the Warrant is being sold on the basis that the interest payable on the Warrant is excludable from gross income of the registered owners thereof for federal income taxation under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The City hereby covenants and agrees with the registered owner from time to time of the Warrant that:

(a) the proceeds of the Warrant will be used solely for the governmental purposes for which the Warrant is issued;

(b) none of the proceeds of the Warrant will be applied for any "private business use" nor will any part of the proceeds of the Warrant be used (directly or indirectly) to make or finance loans to persons other than a governmental unit;

(c) the payment of the principal of or interest on the Warrant will not be (under the terms of the Warrant or any underlying arrangements) directly or indirectly (i) secured in any way by any interest in property used or to be used for a "private business use" or by payments in respect of such property or (ii) derived from payments (whether or not to the City) in respect of property, or borrowed money, used or to be used for a "private business use;"

(d) the proceeds of the Warrant shall not be used or applied by it, and the taxes or other revenues of the City shall not be accumulated in the Warrant Fund in such a manner, and no investment thereof shall be made, as to cause the Warrant to be or become an "arbitrage bond," as that term is defined in Section 148 of the Code;

(e) the City will comply with the requirements of Section 148(f) of the Code with respect to any required rebate to the United States;

(f) the City will make no use of the proceeds of the Warrant that would cause the Warrant to be "federally guaranteed" under Section 149(b) of the Code and the payment of the principal of and interest on the Warrant shall not be (directly or indirectly) "federally guaranteed" (in whole or in part) as described in said Section, except as otherwise permitted in said Section;

(g) to the extent permitted by law, the City will not take any action, or omit to take any action, with respect to the Warrant that would cause the interest on the Warrant not to be and remain excludable from gross income pursuant to the provisions of Section 103 of the Code; and

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

**Section 8. Special Covenants of the City.**

The City agrees to provide (i) its audited financial statements to the Bank upon request within 270 days of the end of the prior fiscal year and (ii) such other financial information as may be reasonably requested by the Bank and available to the City. A breach by the City of any of the foregoing covenants shall not constitute an event of default hereunder.

**Section 9. Event of Default, Sole Remedy; Determination of Taxability**

(a) The failure by the City to pay the principal of and interest on the Warrant within 30 days of the due date shall constitute an event of default, the sole remedy to the Bank for which shall be its right to seek a writ of mandamus from the Courts in Baldwin County, Alabama seeking to compel the City to make such payment.

(b) Upon the final determination by the IRS that the interest on the Warrant is taxable to the holder thereof, as a result solely of the action or inaction of the City, the interest rate on the Warrant shall be recalculated to a taxable-equivalent rate based on the prior tax-exempt interest rate on the Warrant, from the date that the interest on the Warrant to the holder thereof is taxable to the date of payment.

**Section 10. Authorization of Issuance of Warrant.**

(a) 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.

(b) 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 11. Entire Agreement; Severability.**

This Ordinance represents the entire agreement of the Bank and the City. 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 12. 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 13. 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  
                    Philip Harris, Mayor Pro Tem  
                    Jennifer Guthrie  
                    Joe Garris  
                    Jason Dyken  
                    Steve Jones

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  
                    Philip Harris, Mayor Pro Tem  
                    Jennifer Guthrie  
                    Joe Garris  
                    Jason Dyken  
                    Steve Jones

Nays:            None

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

\* \* \*

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

Minutes Approved

\_\_\_\_\_  
Mayor

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 January 26 2026, (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 City Clerk of the City of Gulf Shores and have affixed the official seal of the City, this the 26th day of January, 2026.

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City Clerk

CITY SEAL