

STATE OF ALABAMA)
COLBERT COUNTY)

Minutes of a Regular Meeting
of the
Colbert County Commission
5/03/2022

The Colbert County Commission met today in regular session at the Colbert County Courthouse. Chairman Isom called the work session to order at 5:05 p.m. with the regular meeting following at 6:00 p.m., being the time and place previously scheduled for such work session and regular meeting. All Commissioners answered “present” at the call of the roll with the exception of Commissioner Mansell. Commissioner Barnes offered the prayer and led the Pledge of Allegiance. Chairman Isom declared that a quorum was present for the purpose of the transaction of business.

PUBLIC COMMENTS

None

BOARD APPOINTEE REPORTS

None

AWARDS AND PRESENTATIONS

None

PUBLIC HEARING

None

CONSENT AGENDA

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

1. Waived reading of April 19, 2022 minutes and approved the same as written.
2. Approved payment of May 3, 2022 bills as presented by the Chief Financial Officer.
3. Approved Letter to be sent by the County Engineer to Tri Cities Solid Waste Authority and CWI outlining the Commission’s concerns regarding mud tracked onto Cane Creek Road and other road damage resulting from landfill operation and requesting a plan be submitted to County Engineer to mitigate the problems.
4. Approved request by Certified Contractors, Inc., for increase in billing rate for contract security officers from \$9.85 per hour to \$12.50 per hour.
5. Approved and authorized expenditure of American Rescue Plan Act funds for Governmental Services using Revenue Replacement Funds by adoption of the following Resolution:

RESOLUTION NUMBER 2022-0040

A RESOLUTION TO AUTHORIZE EXPENDITURE OF AMERICAN RESCUE PLAN ACT FUNDS FOR GOVERNMENTAL SERVICES USING REVENUE REPLACEMENT FUNDS

WHEREAS, Colbert County, Alabama (the “County”) has received American Rescue Plan Act physical recovery funds (“ARPA funds”) and is charged with ensuring that such funds are expended in accordance with state and federal law; and

WHEREAS, in accordance with the provisions of the Final Rule issued by the US Department of Treasury the County has elected to designate \$9,704,139.49 of its ARPA funds as Revenue Replacement funds; and

WHEREAS, Revenue Replacement funds may be used for the provision of government services; and

WHEREAS, the Colbert County Commission (the “Commission”) has determined that providing government services with Revenue Replacement funds is a necessary, eligible, and reasonable use of these funds.

NOW THEREFORE, BE IT RESOLVED BY THE COLBERT COUNTY COMMISSION as follows:

1. The County shall use ARPA funds designated as Revenue Replacement Funds, to provide government services in accordance with the project implementation policies and procedures set forth in Addendum 1 to this Resolution, the provisions of which are fully adopted and incorporated herein.
2. The County Administrator is hereby authorized to expand Revenue Replacement funds in accordance with the provisions of this Resolution.
3. Revenue Replacement funds may not be allocated or expended for the following:
 - a. To pay interest or principal on outstanding debt (including fees or issuance costs associated with the issuance of new debt, and interest or charges for tax anticipation notes);
 - b. To replenish rainy day or other reserve funds;
 - c. To pay judgments or settlements;
 - d. As a non-federal match (where otherwise barred by federal law);
 - e. As a deposit into a pension/retirement fund; or
 - f. For programs that undermine practices included in the CDC’s guidelines and recommendations for stopping the spread of COVID-19.
4. Expenditure of these funds, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of ARPA funds for this purpose and in no event shall be used to cover the cost of providing government services for which funds are not obligated on or before December 31, 2024.

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6. Approved resolution authorizing issuance of a \$525,000 General Obligation Warrant, Series 2022-DWSRF-DL for water department as follows:

RESOLUTION NUMBER 2022-0041

**A RESOLUTION AND ORDER TO AUTHORIZE THE ISSUANCE OF ONE
\$525,000 GENERAL OBLIGATION WARRANT
SERIES 2022-DWSRF-DL
(PARTIAL PRINCIPAL FORGIVENESS)**

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

ARTICLE I

DEFINITIONS AND USE OF PHRASES

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

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

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

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

"**Authority Loan**" means the loan in the initial amount of \$1,025,000 made to the County by the Authority, the repayment of which is evidenced by the Series 2022-DWSRF-DL Warrant.

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

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

"**Bank**" means The Bank of New York Mellon Trust Company, N.A., in its capacity as registrar, transfer agent and paying agent with respect to the Series 2022-DWSRF-DL Warrant.

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

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

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

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

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

"**Holder**" means the person in whose name the Series 2022-DWSRF-DL Warrant is registered.

"**Interest Payment Date**" means each February 15 and August 15, commencing August 15, 2022, and continuing until and including the maturity of the Series 2022-DWSRF-DL Warrant.

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

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

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

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

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

"Redemption Date" means the date fixed for redemption of any principal installments of the Series 2022-DWSRF-DL Warrant in a Resolution adopted pursuant to the provisions of Section 3.1(e) hereof.

"Redemption Price" means the price at which the Series 2022-DWSRF-DL Warrant or principal installments thereof called for redemption and prepayment may be redeemed on the Redemption Date.

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

"Series 2020 SRF Resolution" means that certain Resolution of the County adopted by the Commission on October 6, 2020, under which the County issued the Series 2020 SRF Warrant.

"Series 2020 SRF Warrant" means the County's \$525,000 General Obligation Warrant, Series 2020-DWSRF-DL (Partial Principal Forgiveness), dated September 15, 2020, all of which is presently outstanding.

"Series 2022-DWSRF-DL Warrant" without other qualifying words, means the \$525,000 General Obligation Warrant, Series 2022-DWSRF-DL (Partial Principal Forgiveness), herein authorized evidencing the obligation of the County to repay the Authority Loan.

"Special Loan Conditions Agreement" means the Special Authority Loan Conditions Agreement among the County, the Authority and ADEM, dated April 1, 2022.

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

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

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

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

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

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

ARTICLE II

FINDINGS

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

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

pay a portion of the costs of the Project, to pay capitalized interest, and to pay a portion of the costs of obtaining said loan.

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

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

(1.d) The Commission deems it necessary, desirable and in the public interest that the County obtain the Authority Loan for the purpose of providing funds to finance the costs of the Project, to pay capitalized interest, and to pay a portion of the costs of obtaining the Authority Loan. In order to accept the Authority Loan and to evidence the obligation of the County to repay the Authority Loan, the County deems it necessary, desirable and in the public interest that the Series 2022-DWSRF-DL Warrant hereinafter authorized be issued.

(1.e) The County is not in default under the Series 2020 SRF Resolution or under any Resolution authorizing any outstanding indebtedness of the County, and no such default is imminent.

ARTICLE III

ACCEPTANCE OF AUTHORITY LOAN AND

ISSUANCE OF SERIES 2022-DWSRF-DL WARRANT

Section III.1 Authority Loan Made and Accepted. In consideration of the mutual promises and agreements made in the Special Loan Conditions Agreement, in this Resolution and in the Series 2022-DWSRF-DL Warrant, and subject to the terms and conditions of each, the County, by the delivery of the Series 2022-DWSRF-DL Warrant, accepts the Authority Loan that the Authority has, upon delivery to it of the Series 2022-DWSRF-DL Warrant, made available to the County in the Loan Amount in the manner and to the extent specified in the Special Loan Conditions Agreement.

(b) **Authorization and Description of the Series 2022-DWSRF-DL Warrant.** Pursuant to the applicable provisions of the Constitution and laws of the State of Alabama, including particularly but without limitation Chapter 28 of Title 11 of the Code of Alabama of 1975, as amended, and for the purpose of evidencing the obligation of the County to repay the Authority Loan, there is hereby authorized to be issued by the County one fully registered General Obligation Warrant, Series 2022-DWSRF-DL, in the aggregate principal amount of \$525,000. The Series 2022-DWSRF-DL Warrant shall be issued as one fully registered warrant without coupons, shall be dated April 1, 2022, and shall mature and become payable on February 15 in the following principal installments in the following years:

Year	Principal Amount Maturing
2024	\$20,000
2025	20,000
2026	20,000
2027	25,000
2028	25,000
2029	25,000
2030	25,000
2031	25,000
2032	25,000

2033	25,000
2034	25,000
2035	25,000
2036	30,000
2037	30,000
2038	30,000
2039	30,000
2040	30,000
2041	30,000
2042	30,000
2043	30,000

The Series 2022-DWSRF-DL Warrant shall be initially issued and registered in the name of the Authority.

(c) **Interest Rate and Method of Payment of Principal and Interest.** The principal installments of the Series 2022-DWSRF-DL Warrant shall bear interest from its date (April 1, 2022) until their respective due dates at the per annum rate of interest of 2.20%, computed on the basis of a twelve (12) consecutive thirty (30) day months. Such interest shall be payable on August 15, 2022, and semiannually on each February 15 and August 15 thereafter until and at the respective maturities of principal installments of the Series 2022-DWSRF-DL Warrant. Interest accruing on the Series 2022-DWSRF-DL Warrant from April 1, 2022, through and including March 31, 2023, is included in the principal amount of the Series 2022-DWSRF-DL Warrant as the "Capitalized Interest Amount," as such term is defined in the Special Loan Conditions Agreement, and shall be remitted to the Holder by the County out of funds from the Authority Loan held by the Holder for such purpose. Payment of the principal of and interest on the Series 2022-DWSRF-DL Warrant shall be payable in lawful money of the United States of America by check or draft mailed by the Bank to the holder of the Series 2022-DWSRF-DL Warrant at the address shown on the registry books of the Bank pertaining to the Series 2022-DWSRF-DL Warrant; provided, that so long as the Authority is the registered Holder of the Series 2022-DWSRF-DL Warrant, payment of the principal of and interest on the Series 2022-DWSRF-DL Warrant shall be made in accordance with instructions given by the Authority.

(d) **Interest Rate and Loan Amount after Maturity.** Each installment of principal of and interest on the Series 2022-DWSRF-DL Warrant shall bear interest after its due date until paid at a per annum rate of interest equal to 2% above the Authority Trustee Prime Rate.

(e) **Redemption Provisions.** Those of the principal installments of the Series 2022-DWSRF-DL Warrant having stated maturities on February 15, 2033, and thereafter may be redeemed and paid prior to their respective maturities, at the option of the County, as a whole or in part (but if in part, in the inverse order of installments of principal), on February 15, 2032, and on any date thereafter, at and for a redemption price with respect to each principal installment of the Series 2022-DWSRF-DL Warrant redeemed equal to the principal prepaid plus accrued interest thereon to the Redemption Date. Any such redemption or prepayment of the Series 2022-DWSRF-DL Warrant shall be effected in the following manner:

(1) **Call.** The County shall by Resolution call for redemption and prepayment of the Series 2022-DWSRF-DL Warrant (or principal portions thereof) on the stated date when it is by its terms subject to redemption, and shall recite in said Resolution that the County is not in default with respect to payment of the principal of or interest on the Series 2022-DWSRF-DL Warrant.

(2) **Notice.** The Authority Trustee shall forward by United States Registered Mail or United States Certified Mail to the Holder of the Series 2022-DWSRF-DL Warrant a notice stating the following: (I) that the Series 2022-DWSRF-DL Warrant (or principal installments thereof) has been called for redemption and will become due and payable at the Redemption Price, on a specified Redemption Date, and (II) that all interest on the Series 2022-DWSRF-DL Warrant will cease after the Redemption Date. Such notice shall be so mailed not less than forty-five (45) days nor more than ninety (90) days prior to the Redemption Date. The Holder of the Series 2022-DWSRF-DL Warrant may waive the requirements of this subsection.

(3) **Payment of Redemption Price.** Not later than forty-five (45) days prior to the Redemption Date, the County shall make available at the Authority Trustee the total Redemption Price of the Series 2022-DWSRF-DL Warrant or principal installments thereof so called for redemption and shall further provide to the Authority a certified copy of the Resolution required in subsection (a) of this section.

Upon compliance by the County with the foregoing requirements on its part contained in this subsection, and if the County is not on the Redemption Date in default with respect to the payment of the principal of or interest on the Series 2022-DWSRF-DL Warrant, the Series 2022-DWSRF-DL Warrant (or principal portions thereof) called for redemption shall become due and payable at the Redemption Price on the Redemption Date specified in such notice, anything herein or in the Series 2022-DWSRF-DL Warrant to the contrary notwithstanding, and the Holder thereof shall then and there surrender the Series 2022-DWSRF-DL Warrant for redemption; provided however, that in the event that less than all of the outstanding principal of the Series 2022-DWSRF-DL Warrant is to be redeemed, the registered Holder thereof shall surrender the Series 2022-DWSRF-DL Warrant that is to be prepaid in part to the Authority Trustee in exchange, without expense to the Holder, for a new Series 2022-DWSRF-DL Warrant of like tenor, except in a principal amount equal to the unredeemed portion of the Series 2022-DWSRF-DL Warrant. All future interest on the Series 2022-DWSRF-DL Warrant (or principal portions thereof) so called for redemption shall cease to accrue after the Redemption Date. Out of the moneys so deposited with it, the Authority Trustee shall make provision for payment of the Series 2022-DWSRF-DL Warrant (or principal portions thereof) so called for redemption at the Redemption Price and on the Redemption Date.

Section III.2 General Obligation of County. The indebtedness evidenced and ordered paid by the Series 2022-DWSRF-DL Warrant is and shall be a general obligation of the County to which the full faith and credit of the County are hereby irrevocably pledged.

Section III.3 Warrant Fund. (a) **Payments Therein and Use and Continuance Thereof.** There is hereby created a special fund to be designated the "Colbert County Series 2022-DWSRF-DL Warrant Fund" (the "Warrant Fund") for the purpose of providing for payment of the principal of and interest on the Series 2022-DWSRF-DL Warrant, at the respective maturities of said principal and interest, which special fund shall be maintained until the principal of and interest on the Series 2022-DWSRF-DL Warrant has been paid in full. On or before August 15, 2022, and on or before each February 15 and August 15 thereafter until the principal of and interest on the Series 2022-DWSRF-DL Warrant shall have been paid in full, the County will pay into the Warrant Fund an amount equal to the sum of (i) the interest that will mature on the Series 2022-DWSRF-DL Warrant on such August 15 or February 15, as the case may be, plus (ii) the principal installment that will mature on the Series 2022-DWSRF-DL Warrant on such February 15 (interest on the Series 2022-DWSRF-DL Warrant from April 1, 2022 through and including March 31, 2023 having been capitalized).

(b) **Use of Moneys in Warrant Fund.** All moneys paid into the Warrant Fund shall be used only for payment of the principal of and the interest on the Series 2022-DWSRF-DL Warrant upon or after the respective maturities of such principal and interest; provided, that if at the final maturity of the Series 2022-DWSRF-DL Warrant, however the same may mature, there shall be in the Warrant Fund moneys in excess of what shall be required to pay in full the principal of and the interest on the Series 2022-DWSRF-DL Warrant, then any such excess shall thereupon be returned to the County.

(c) **Appointment of Authority Trustee.** The County hereby appoints The Bank of New York Mellon Trust Company, N.A., as registrar and paying agent with respect to the Series 2022-DWSRF-DL Warrant. The County shall have no liability for payment of any charges or fees of the Authority Trustee in acting in such capacity, it being understood that all such charges or fees shall be the sole responsibility of the Authority.

(d) **Trust Nature of and Security for the Warrant Fund.** The Warrant Fund shall be and at all times remain public funds impressed with a trust for the purpose for which the Warrant Fund is herein created. Each depository for any part of the Warrant Fund shall at all times keep the moneys on deposit with it in the Warrant Fund continuously secured for the benefit of the County and the Holder of the Series 2022-DWSRF-DL Warrant either:

(1) by holding on deposit as collateral security United States Securities or other marketable securities eligible as security for the deposit of trust funds under regulations of the Board of Governors of the Federal Reserve System, having a market value (exclusive of accrued interest) not less than the amount of moneys on deposit in the Series 2022-DWSRF-DL Warrant Fund, or

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

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

Section III.4 Form of Series 2022-DWSRF-DL Warrant. The Series 2022-DWSRF-DL Warrant shall be in substantially the following form, with such insertions, omissions and other variations as may be necessary to conform to the provisions hereof:

(Form of Series 2022-DWSRF-DL Warrant)

UNITED STATES OF AMERICA
STATE OF ALABAMA
COLBERT COUNTY
GENERAL OBLIGATION WARRANT
SERIES 2022-DWSRF-DL
(PARTIAL PRINCIPAL FORGIVENESS)

Subject to prior payment and other provisions as herein provided

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

FIVE HUNDRED TWENTY-FIVE THOUSAND DOLLARS

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

Year	Principal Amount Maturing
2024	\$20,000
2025	20,000
2026	20,000
2027	25,000
2028	25,000
2029	25,000
2030	25,000
2031	25,000
2032	25,000
2033	25,000
2034	25,000
2035	25,000
2036	30,000
2037	30,000
2038	30,000

2039	30,000
2040	30,000
2041	30,000
2042	30,000
2043	30,000

with interest on the then unpaid principal balance hereof from the date hereof at the rate of 2.20%, which rate shall be computed on the basis of a 360-day year consisting of twelve (12) consecutive thirty (30) day months, all as reflected in the amortization schedule set forth in Appendix C to the Special Loan Conditions Agreement hereinafter described. Such interest shall be payable on August 15, 2022, and semiannually on each February 15 and August 15 thereafter until and at the respective maturities of principal installments of the Series 2022-DWSRF-DL Warrant. Interest accruing on the Series 2022-DWSRF-DL Warrant from the date hereof, through and including March 31, 2023, is included in the principal amount of the Series 2022-DWSRF-DL Warrant as the "Capitalized Interest Amount," as such term is defined in the Special Loan Conditions Agreement.

Interest on this Series 2022-DWSRF-DL Warrant is payable by check or draft mailed by The Bank of New York Mellon Trust Company, N.A. (the "Authority Trustee"), to the then registered holder hereof at the address shown on the registry books of the Authority Trustee pertaining to the Series 2022-DWSRF-DL Warrant; provided, that so long as the Alabama Drinking Water Finance Authority (the "Authority") is the registered holder of this Series 2022-DWSRF-DL Warrant the payments of principal of and interest on this Series 2022-DWSRF-DL Warrant shall be made by the Authority Trustee in accordance with instructions given the Authority Trustee by the Authority. Interest on this Series 2022-DWSRF-DL Warrant shall be deemed timely paid if mailed to the then registered holder on the interest payment date with respect to which such payment is made or, if such interest payment date is not a business day, then on the first business day following such interest payment date. The Resolution described below provides that all payments by the County or the Authority Trustee to the person in whose name this Series 2022-DWSRF-DL Warrant is registered shall to the extent thereof fully discharge and satisfy all liability for the same. Any transferee of this Series 2022-DWSRF-DL Warrant takes it subject to all payments of principal and interest in fact made with respect hereto.

This Series 2022-DWSRF-DL Warrant evidences a duly authorized warrant designated "General Obligation Warrant, Series 2022-DWSRF-DL (Partial Principal Forgiveness)", dated April 1, 2022, in the principal amount of \$525,000 (herein called the "Series 2022-DWSRF-DL Warrant"). This Series 2022-DWSRF-DL Warrant is issued only as a single fully registered warrant pursuant to the applicable provisions of the Constitution and laws of Alabama, including particularly but without limitation Chapter 28 of Title 11 of the Code of Alabama 1975, as amended, and a resolution and order (the "Resolution") duly adopted by the governing body of the County.

Those of the principal installments hereof having stated maturities on February 15, 2033, and thereafter, may be redeemed and paid prior to their respective maturities, at the option of the County, as a whole or in part (but if in part, in the inverse order of installments of principal), on February 15, 2032, and on any date thereafter, at and for a redemption price with respect to each principal installment of the Series 2022-DWSRF-DL Warrant redeemed equal to the principal prepaid plus accrued interest thereon to the Redemption Date, after not less than forty-five (45) nor more than ninety (90) days prior notice by United States Registered Mail or Certified Mail to the registered owner of this warrant, at and for a redemption price equal to the principal so prepaid plus accrued interest to the date of prepayment.

In the event less than all the outstanding principal hereof is to be redeemed, the registered Holder hereof shall surrender this Series 2022-DWSRF-DL Warrant to the Authority Trustee in exchange for a new Series 2022-DWSRF-DL Warrant of like tenor herewith except in a principal amount equal to the unredeemed portion of this warrant. Upon the giving of notice of redemption in accordance with the provisions of the Resolution, this warrant (or principal installments thereof) so called for redemption and prepayment shall become due and payable on the date specified in such notice, anything herein or in the Resolution to the contrary notwithstanding, and the Holder hereof shall then and there surrender for prepayment, and all future interest on the Series 2022-DWSRF-DL Warrant (or principal installments thereof) so

called for prepayment shall cease to accrue after the date specified in such notice, whether or not the Series 2022-DWSRF-DL Warrant is so presented.

The indebtedness evidenced and ordered paid by this Series 2022-DWSRF-DL Warrant is and shall be a general obligation of the County for the payment of which the full faith and credit of the County have been irrevocably pledged.

It is hereby certified and recited that the indebtedness evidenced and ordered paid by this Series 2022-DWSRF-DL Warrant is lawfully due without condition, abatement or offset of any description; that this Series 2022-DWSRF-DL Warrant has been registered in the manner provided by law; that all conditions, actions and things required by the Constitution and laws of the State of Alabama to exist, be performed or happen precedent to and in the issuance of this Series 2022-DWSRF-DL Warrant do exist, have been performed and have happened; and that the indebtedness evidenced and ordered paid by this Series 2022-DWSRF-DL Warrant, together with all other indebtedness of the County, was at the time the same was created and is now within every debt and other limit prescribed by the Constitution and laws of the State of Alabama.

This Series 2022-DWSRF-DL Warrant is transferable by the registered holder hereof, in person or by authorized attorney, only on the books of the Authority Trustee (the registrar and transfer agent of the County) and only upon surrender of this Series 2022-DWSRF-DL Warrant to the Authority Trustee for cancellation, and upon any such transfer a new Series 2022-DWSRF-DL Warrant of like tenor hereof will be issued to the transferee in exchange therefor, all as more particularly described in the Resolution. Each holder, by receiving or accepting this Series 2022-DWSRF-DL Warrant, shall consent and agree and shall be estopped to deny that, insofar as the County and the Authority Trustee are concerned, this Series 2022-DWSRF-DL Warrant may be transferred only in accordance with the provisions of the Resolution.

The Authority Trustee shall not be required to transfer or exchange this Series 2022-DWSRF-DL Warrant during the period of fifteen (15) days next preceding any February 15 or August 15; and in the event that this Series 2022-DWSRF-DL Warrant (or any principal portion hereof) is duly called for redemption and prepayment, the Authority Trustee shall not be required to register or transfer this Series 2022-DWSRF-DL Warrant during the period of forty-five (45) days next preceding the date fixed for such redemption and prepayment.

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

IN WITNESS WHEREOF, the County has caused this Series 2022-DWSRF-DL Warrant to be executed in its name and behalf by the Chairman of the Colbert County Commission and by the signature of the other members of the Colbert County Commission, and has caused the corporate seal of Colbert County, Alabama to be hereunto affixed, and has caused this Series 2022-DWSRF-DL Warrant to be dated April 1, 2022.

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7. Approved purchase of a full page Miracle Worker program ad in the amount of \$140.00.
 8. Approved resolution to participate in Investing in Alabama Counties Joint Bidding Program as follows:
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RESOLUTION NUMBER 2022-0042

A RESOLUTION AND AGREEMENT TO PARTICIPATE IN THE JOINT BIDDING PROGRAM FOR COUNTIES PARTICIPATING IN INVESTING IN ALABAMA COUNTIES, A PROGRAM OF THE ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA

WHEREAS, Section 40-16-50 (b) Code of Alabama 1975, authorizes 2 or more counties in the state to enter into agreements for the joint bidding and purchase of items required to be bid under Alabama's competitive bid law (§§41-16-50, et seq., Code of Alabama, 1975); and

WHEREAS, the Association of County Commissions of Alabama (the "Association") has agreed to administer a joint bidding program pursuant to §40-16-50 (b) for counties participating in the Association's Investing in Alabama Counties ("IAC") program for the joint bidding of certain equipment, materials, and supplies required to be competitively bid under Alabama's competitive bid law (the "IAC joint bidding program" or "program"); and

WHEREAS, pursuant to §41-16-50, each County participating in the IAC program that desires to participate in the IAC joint bidding program is required to adopt a similar resolution, signifying its desire to participate and its agreement to the terms and conditions of participation; and

WHEREAS, the Colbert County Commission (the "Commission") desires to join and participate in the IAC joint bidding program and understands and agrees the procedures as set out below:

1. That the Association, a nonprofit organization devoted to providing support and services to its membership of the counties in Alabama, shall provide administrative services to the program, and in this regard, shall:
 - Oversee the development of written specifications for each item to be bid
 - Provide notice by mail or as otherwise authorized by Alabama's competitive bid law to respective bidders for each item to be jointly bid as required by law
 - Open bids pursuant to bid specifications at its office at 2 North Jackson Street in Montgomery, Alabama, and
 - Provide other services as necessary excluding the awarding of the contracts
2. That to participate in the program, the Commission shall forward to the Association the names and addresses of each person or company who has submitted a written request to be included in solicitations of bids for a particular item (it's "vendor list"), and that following receipt of said vendor lists, the Association shall mail, or as otherwise authorized by Alabama's competitive bid law, appropriate bid specifications to each applicable person or company if that particular item is being bid, as provided in §41-16-54.
3. That in compliance with §41-16-54, the Commission shall not be eligible to purchase an item under a contract awarded through the program unless it has provided the Association with its vendor list for that item, if such a list is held by the County.
4. That the Association will provide the Commission notice of each solicitation for bid and in compliance with §41-16-54, the Commission shall post said notice on a bulletin board in the County's purchasing office.
5. That's in compliance with §41-16-54, the Commission agrees that it shall not be eligible to purchase an item under a contract awarded through the program in less it has posted such notice.
6. That following the opening of bids, a predesignated County commission will serve as awarding authority for the IAC joint bidding program and shall determine the lowest responsible bidder and award any contract bid through the program at a regular meeting of the designated County commission as announced at the opening of bids.
7. That the Association shall not serve as the awarding authority for any item bid through the program.
8. That participation in the program is strictly voluntary, and that, subject to the conditions set out in paragraphs 2, 3, 4, and 5, once a contract has been awarded for a particular item bid through the program, the Commission may purchase that item during the contract. Under the terms of and at the price established under the contract, but shall not be required to purchase any particular item under the contract awarded through the program.
9. That if the Commission decides to purchase an item other than through the program, it must separately bid that item if such bidding is required by Alabama's competitive bid law.

10. That following the award of a contract under the program, purchases of items through the program by the Commission shall be made directly from the successful bidder by the County pursuant to its own purchasing policy, and that there shall be no joint purchasing agent representing the program or any counties participating in the program.
11. That the Commission shall remain a member of the program so long as it desires and agrees to participate in this joint bidding agreement under its terms and conditions, and that the Commission shall give at least 30 days' notice in writing to the Association of its intent to terminate its participation in the program and the date on which its participation will terminate.
12. That following the termination of the Commission's participation in the program, the Commission shall be removed from the program and any correspondence or advertisement regarding the program or any item to be bid under its terms and conditions.
13. That following its termination from the program, the Commission shall not be eligible to make purchases under the terms and at the cost of the contract award for a particular item, and will be required to bid each item on its own under the requirements of Alabama's competitive bid law.
14. That this resolution, once adopted by the Commission, shall serve as its agreement and contract with all other counties participating in the program for the joint bidding of certain items required to be bid under Alabama's competitive bid law.
15. That prior to soliciting any bids for items to be jointly bid under the program, the Association shall forward a list of all participating counties to the Office of Examiners of Public Accounts.
16. That for a County to purchase an item through the program, it must have joined the program by adopting this resolution prior to the solicitation of bids for that item, but that once the County has joined the program it shall remain a member, and subject to the conditions set out in paragraphs 2, 3, 4, and 5 above, shall be eligible for the purchase of all items thereafter bid under the program until and unless it terminates its participation as set out in paragraphs 11, 12, and 13 above.

NOW THEREFORE, BE IT RESOLVED BY THE COLBERT COUNTY COMMISSION that it agrees to all terms and conditions of the IAC joint bidding program as set out above, and desires to participate in said program.

BE IT FURTHER RESOLVED that it is the intent of the Commission by adoption of this resolution to enter into a joint bidding agreement with all other counties participating in the IAC joint bidding program.

BE IT FURTHER RESOLVED that a copy of this resolution be immediately forwarded to the Association with a request that the Colbert County Commission be included in the IAC joint bidding program for all items bid through the program until and unless notified of the County's desire to terminate its participation under the procedures set out in paragraphs 11, 12, and 13 above.

UNFINISHED BUSINESS

None

REPORTS FROM STAFF

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

County Administrator:

Administrator Roger Creekmore reported the following items to the Commission: Effective May 2, 2022, David Sizemore has been hired by the Sheriff's Office as a part-time booking / jailer at a pay rate of \$10.26 per hour, no benefits. Estimates are in for the I.T. upgrade and installation of WIFI in the Courthouse at \$90,000, this will be done utilizing ARPA funds, Administrator stated the project was ready to proceed immediately if there are no objections from Commissioners. None were offered. Creekmore encouraged Commissioners to review and offer comment to the County Attorney, on the preparation of the proposed Special Event Handbook. Administrator asked for direction on application for an RC & D grant and asked if there were any objections for the \$5,000 annual grant be directed to Lagrange Historical Park, no objections from Commissioners.

Administrator reminded Commissioners of the lunch and learn event hosted by Charter Communications at the Florence Conference Center on May 6, 2022. Administrator informed the Commission that the State Historical Commission has completed the 106 review of the TVA Infirmary Building, which clears the way for the finalization of the CDBG-CV grant for the building purchase. Administrator asked that a resolution be added to the meeting agenda to allow for the participation of Colbert County in the Investing in Alabama Counties Joint Bid Program.

Chief Financial Officer:

None

County Attorney:

None.

EMA Director:

EMA Director Michael David reported that the Weather Radio Giveaway was a success with over 250 radios distributed.

County Engineer:

Engineer reported that the new motor grader has arrived and is in service. Summer mowing will begin this week, 2 of the 3 new tractors ordered have arrived and are in service. Road Department plans to begin Chip Seal program at the end of this week. Engineer also reported that Olmstead has agreed to reimburse the County, \$50,000.00 per prior agreement, for damage to Mulberry Lane resulting from activities associated with construction of the solar farm in that area.

NEW BUSINESS

None

DISCUSSION ITEMS BY COMMISSIONERS

Commissioner Barnes announced that the City of Florence has voted to join the Greater Shoals Broadband Cooperative District.

Commissioner Bendall suggested that the Commissioners put some thought into prioritizing potential expenditures for the ARPA funds. Administrator will send out a questionnaire to all Commissioners asking each to list their top 5 potential projects to establish topics for future discussion.

There being no further business to come before the Commission, upon motion made by Commissioner Gardiner and seconded by Commissioner Barnes, the meeting was adjourned at 6:09 pm.

COMMISSIONER, DISTRICT 1

COMMISSIONER, DISTRICT 2

COMMISSIONER, DISTRICT 3

COMMISSIONER, DISTRICT 4

COMMISSIONER, DISTRICT 5

CHAIRMAN