

**EXCERPTS FROM THE MINUTES OF A REGULAR MEETING OF
THE CITY COUNCIL OF THE CITY OF TRIANA**

The City Council of the City of Triana, Alabama, met in regular session at Triana City Hall located at 640 6th Street in the City of Triana, Alabama, at 6:30 p.m. on Monday, March 24, 2025, the regular place, day and time for holding such meeting.

The meeting was called to order by Mayor Mary Caudle, and the roll was called with the following results:

Present: Casey Whitman
 George Ragland
 Erica Hopkins
 Theresa Nelson
 Levoneia Ayers

Absent: None

The City Clerk, Sharron Humphrey, was also present.

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

ORDINANCE NO. 2025-03

AN ORDINANCE AUTHORIZING THE ISSUANCE
OF A \$2,200,000 PRINCIPAL AMOUNT
GENERAL OBLIGATION WARRANT, SERIES 2025

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TRIANA, Alabama, as follows:

Section 1. Definitions and Use of Phrases. 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:

“Depository” means Synovus Bank, Madison, Alabama, or its successors.

“Warrant” means the Municipality’s General Obligation Warrant, Series 2025, to be dated the date of issuance.

The definitions set forth in this section shall be deemed applicable whether the words defined are used herein in the singular or the plural. Wherever used herein, any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

Section 2. Findings and Representations. The Municipality, by and through its City Council, does hereby find, determine, represent, and warrant that the assessed valuation of the taxable property in the Municipality for the preceding fiscal year (ending September 30, 2024) is not less than \$73,744,000 and the total indebtedness of the Municipality (including the Warrant) chargeable against the debt limitation for the Municipality prescribed by the Constitution of the State of Alabama is not more than twenty percent of said assessed valuation.

Section 3. Authorization and Description of Warrant. (a) Pursuant to the applicable provisions of the laws of the State of Alabama, including particularly Section 11-47-2 of the CODE OF ALABAMA 1975, as amended, there is hereby authorized to be issued a “General Obligation Warrant, Series 2025” in the principal amount of \$2,200,000. The Warrant shall be dated the date of its initial issue, and shall be in registered form, without coupons. Payments of principal and interest on the Warrant shall be payable in the amounts and on the dates as set forth in the form of the Warrant.

(b) The principal of, premium, if any, and interest on the Warrant shall be payable in lawful money of the United States at par and without discount, exchange, deduction or charge therefor.

Section 4. Redemption of Warrant. (a) The Warrant shall be optionally redeemable, in whole or in multiples of \$1,000, at the option of the Municipality on any business day at a redemption price equal to 100% of the principal amount redeemed plus accrued interest to the date fixed for redemption, without premium or penalty.

(b) Notice of any optional redemption shall be sent by United States registered or certified mail to the registered owner of the Warrant not less than three (3) days prior to the date fixed for redemption. If any principal portion so redeemable shall have been called for redemption, interest thereon shall cease to accrue from and after the date fixed for redemption unless default shall be made in the payment of the redemption price thereof.

(c) The record of all redemptions or prepayments of principal of the Warrant shall be maintained by the Depository and the record of the Depository as to the then outstanding principal amount of the Warrant shall be binding and conclusive, the Municipality, the Depository and the holder of the Warrant, in the absence of manifest error. Any transferee of the Warrant shall be required to verify with the Depository the principal amount thereof then outstanding and unpaid.

Section 5. Form of the Warrant. The form of the Warrant and the requisite certificates thereof shall be substantially as follows, with appropriate changes, variations and insertions as provided herein:

(Form of Warrant)

**UNITED STATES OF AMERICA
STATE OF ALABAMA
CITY OF TRIANA
GENERAL OBLIGATION WARRANT
SERIES 2025**

The **CITY OF TRIANA**, a municipal corporation organized and existing under and by virtue of the laws of the State of Alabama (the "Municipality"), for value received, hereby acknowledges itself indebted to the **UNITED STATES OF AMERICA, BY AND THROUGH THE UNITED STATES DEPARTMENT OF AGRICULTURE** (the "Warrantholder"), or registered assigns, in the principal amount of

TWO MILLION TWO HUNDRED THOUSAND DOLLARS AND NO/100s

(\$2,200,000)

and hereby orders and directs the Treasurer of the Municipality to pay to said Warrantholder or registered assigns solely from the Fund hereinafter designated said sum in installments as specified below together with interest on the unpaid balance thereof from the date hereof at the rate of three and one quarter percent (3.25%) per annum, payable on each March __. Interest shall accrue on the basis of daily accrual (actual number of days elapsed) over an assumed year of 365 days, or 366 days, as the case may be. The principal hereof shall mature and be payable in installments on March __ in years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2026	\$43,000	2044	\$78,000
2027	45,000	2045	81,000
2028	47,000	2046	83,000
2029	48,000	2047	86,000
2030	50,000	2048	89,000
2031	51,000	2049	92,000
2032	53,000	2050	95,000
2033	55,000	2051	101,000
2034	57,000	2052	106,000
2035	58,000	2053	110,000
2036	60,000	2054	113,000
2037	62,000	2055	117,000
2038	64,000		
2039	67,000		
2040	69,000		
2041	71,000		
2042	73,000		
2043	76,000		

During the time the Payee is the registered owner of this bond, payments shall be made at the office of the Rural Development Manager of the Payee in the City of Huntsville, Alabama, or to such other agent or in such other manner as the Payee shall designate in writing to the Borrower (herein called the "Fiscal Agent"). During such time as the Alternate Payee is the registered owner hereof, the said payments shall be made at the principal office of Synovus Bank, in the City of Madison, Alabama.

During the time the Payee is the registered owner of this bond, payments shall be made at the office of the Rural Development Manager of the Payee in the City of Huntsville, Alabama, or to such other agent or in such other manner as the Payee shall designate in writing to the Borrower (herein called the "Fiscal Agent").

The principal of and interest on this Warrant are payable in lawful money of the United States of America, at par and without deduction for exchange or costs of collection.

Payments shall be deemed timely made if received on the ___ day of each month (or if such date is not a business day, on the business day next following such payment date). All such payments shall be valid and effectual to satisfy and discharge the liability of the Municipality or the Depository upon this Warrant to the extent of the sum or sums so paid.

This Warrant is all of a duly authorized issue of General Obligation Warrant, Series 2025, of the Municipality (the "Warrant") limited to an aggregate principal amount of \$2,200,000, issued pursuant to the Constitution and laws of the State of Alabama, as amended, including the provisions of Section 11-47-2 of the CODE OF ALABAMA 1975, as amended, and an ordinance and proceedings of the Municipality duly passed, held and conducted (the "Authorizing Ordinance"). The indebtedness evidenced by the Warrant is a general obligation of the Municipality, and the full faith and credit of the Municipality are hereby sacredly and irrevocably pledged to the punctual payment of the principal thereof and interest thereon.

The Municipality has established a special fund designated "Series 2025 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, revenues or funds of the Municipality sums sufficient to provide for the payment of the principal of, premium, if any, and interest on the Warrant as the same mature and come due.

The Warrant shall be subject to redemption, in whole or in multiples of \$1,000, at the option of the Municipality on any business day at a redemption price equal to 100% of the principal amount redeemed, plus accrued interest to the date fixed for redemption, without premium or penalty. Notice of any optional redemption shall be sent by United States registered or certified mail to the registered owner of this Warrant not less than three (3) days prior to each proposed redemption date. Notice having been so given and payment of the redemption price having been duly made or provided, interest on the principal portion hereof so called for redemption shall cease to accrue from and after the date fixed for redemption unless default shall be made in the payment of the redemption price thereof.

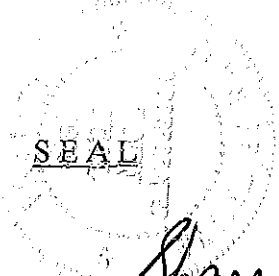
The record of all prepayments of principal of the Warrant, shall be maintained by the Depository and the record of the Depository as to the then outstanding principal amount of each Warrant shall be binding and conclusive on all parties, the Municipality, the Depository and the holder of the Warrant, in the absence of manifest error. If the registered owner hereof shall assign this Warrant by execution of the Assignment attached hereto, the assignee shall surrender this Warrant to the Depository for a verification of the principal amount hereof and interest hereon paid or prepaid, and EVERY ASSIGNEE HEREOF SHALL TAKE THIS WARRANT SUBJECT TO SUCH CONDITION.

The Warrant is issuable only as a fully registered Warrant. The Warrant may be transferred by the registered owner in person or by authorized attorney, only on the books of the Depository and only upon surrender of the Warrant to the Depository with a written instrument of transfer acceptable to the Depository executed by the registered owner or his duly authorized attorney, for notation of the new registered owner thereon and upon any such transfer, no new Warrant shall be issued to the transferee in exchange therefor. Each registered owner, by receiving or accepting this Warrant, shall consent and agree and shall be estopped to deny that insofar as the Municipality and the Depository are concerned, this Warrant may be transferred only in accordance with the provisions of the Authorizing Ordinance. Provision is made in the Authorizing Ordinance for the replacement of this Warrant if it shall be or become mutilated, lost, stolen or destroyed by the issuance, authentication and registration of a new Warrant of like tenor, subject, however, to the terms, conditions and limitations contained in the Authorizing Ordinance with respect thereto.

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, that this Warrant has been registered in the manner provided by law, that all acts, conditions and things required by the Constitution and laws of the State of Alabama to happen, exist and be performed precedent to and in the execution, registration and issuance of this Warrant, and the adoption of the Authorizing Ordinance, do exist and have been performed as so required and that the principal amount of this Warrant, together with all other indebtedness of the Municipality, are within every debt and other limit prescribed by the Constitution and laws of the State of Alabama.

IN WITNESS WHEREOF, the Municipality has caused this Warrant to be executed in its name and on its behalf by its Mayor, and attested by its City Clerk, and its corporate seal to be affixed hereto, and has caused this Warrant to be dated 03-24, 2025.



CITY OF TRIANA

By May Caldwell
Its Mayor

Attest: Sharon Humphrey
Its City Clerk/Treasurer

AUTHENTICATION AND REGISTRATION DATE: _____, 2025.

AUTHENTICATION AND REGISTRATION CERTIFICATE

This Warrant is hereby authenticated and has been registered by the City of Triana on the registration books maintained with the Depository in the name of the above-named registered owner on the Authentication and Registration Date noted above. The undersigned hereby certifies that this Warrant has been duly registered by the undersigned as a claim against the City of Triana, in the State of Alabama, and the Warrant Fund referred to herein.

CITY OF TRIANA

By Sharon Humphrey
Its City Clerk/Treasurer

REGISTRATION CERTIFICATE

I hereby certify that this Warrant has been duly registered by me as a claim against the City of Triana, in the State of Alabama, and the Warrant Fund referred to herein.

Sharon Humphrey
Treasurer of the City of Triana, Alabama

ASSIGNMENT

For value received _____ hereby sell(s), assign(s) and transfer(s) unto _____ the within Warrant and hereby irrevocably constitute(s) and appoint(s) _____ attorney, with full power of substitution in the premises, to transfer this Warrant on the books of the within mentioned Depository.

Dated this ____ day of _____, _____.

NOTE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Warrant in every particular, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

(Bank, Trust Company or Firm)

By _____
(Authorized Officer)

Section 6. Execution of the Warrant, Registration Certificate and Authentication and Registration Certificate. The Warrant shall be executed in the name and on behalf of the Municipality by the Mayor, and shall be attested by the City Clerk, and the official seal of the Municipality shall be impressed thereon. The Warrant shall be registered by the Treasurer of the Municipality, in the records maintained by the said Treasurer, as a claim against the Municipality and the Warrant Fund. The certificate of registration on the Warrant shall be executed by the Treasurer of the Municipality. Said officers are hereby directed to so execute, attest and register the Warrant. In case any officer whose signature shall appear on the Warrant shall cease to be such officer before the authentication and delivery of such Warrant, such signature shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until authentication and delivery.

Section 7. The Warrant Fund. The Municipality shall pay or cause to be paid into the Series 2025 General Obligation Warrant Fund hereby created, an amount necessary each month to satisfy the amount due on the next ensuing payment date (said monthly amount being approximately \$9,574.54). Moneys on deposit in the Warrant Fund shall be used to pay the principal of and interest on the Warrant as such principal and interest mature and become due.

Section 8. Sale and Delivery of Warrant; Closing Papers. The Warrant is hereby sold to the United States Department of Agriculture, upon the payment to the Municipality of the purchase price of the par value or principal amount of the Warrant.

The City Council has determined that the sale of the Warrant to such purchaser on such terms is most advantageous to the Municipality. The Warrant shall be delivered to such purchaser in Triana, Alabama, upon the payment to the Municipality of the aforesaid purchase price. The Mayor and the City Clerk/City Treasurer, or any of them, are hereby authorized and directed to effect such delivery and in connection therewith to deliver such closing papers, documents and contracts containing such representations as are required to demonstrate: the legality and validity of the Warrant as herein provided; the exemption of interest on the Warrant from Federal and State of Alabama income taxation; and the absence of pending or threatened litigation with respect to any of such matters. The City Treasurer 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 held in trust and applied solely for the purpose specified in this ordinance.

Section 9. Application of Proceeds of Warrant. The proceeds from the sale of the Warrant shall be used to currently refund that certain Temporary General Obligation Warrant, Series 2023, held by United Community Bank and dated November 17, 2023 (the "Temporary Loan") originally incurred to finance the acquisition, construction and equipping of a new fire station (the "Series 2025 Improvements") for use for municipal purposes. The actions by the Municipality of incurring such indebtedness are hereby ratified and approved and the proceeds of the Warrant are to be used to retire said indebtedness outstanding on the Temporary Loan.

Section 10. Covenant With Respect to Tax Exemption for Interest. The Municipality hereby covenants and agrees with the registered owner from time to time of the Warrant that the proceeds of the Warrant shall not be used or applied by it, and the taxes or other revenues of the Municipality shall not be accumulated in the Warrant Fund in such a manner and no investment of any of the foregoing 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.

With respect to the Code, the Municipality does hereby make the following representations and covenants:

- (a) 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.

(b) The payment of the principal of and interest on the Warrant is not (i) secured in any way by any property used or to be used for a "private business use" or by payments in respect of such property or (ii) to be derived from payments (whether or not to the Municipality) in respect of property, or borrowed money, used or to be used for a "private business use."

(c) To the extent permitted by law, the Municipality 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.

(d) The Municipality will make no use of the proceeds of the Warrant that would cause the Warrant to be or become an "arbitrage bond" under Section 148 of the Code.

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

(f) The Municipality 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.

(g) The Municipality hereby designates the Warrant as a "qualified tax-exempt obligation" for the purposes of paragraph (3) of subsection (b) of Section 265 of the Code. The Municipality does hereby represent that neither it nor its "subordinate entities" have issued in the aggregate more than \$10,000,000 of "qualified tax-exempt obligations" during this calendar year, and the Municipality does hereby further represent that it reasonably anticipates that the amount of neither "qualified tax-exempt obligations" nor "tax-exempt obligations" which will be issued by the Municipality or its "subordinate entities" during this calendar year will exceed \$10,000,000.

The City Council acknowledges that it has been necessary for an investigation to be made of the records of the Municipality as to the public corporations, districts, agencies, bureaus or commissions that may constitute "subordinate entities" within the meaning of the Code. For purposes of this investigation, the City Clerk and Mayor have identified all of the above entities for which the City Council of the Municipality appoints any members of the board of directors or other governing body of the above entities and concluded that the Municipality (and its subordinate entities) has not issued nor does it reasonably anticipate to issue \$10,000,000 or more in bank qualified tax-exempt debt.

The terms used in this Section in quotation marks shall have the definitions and meanings provided by the Code.

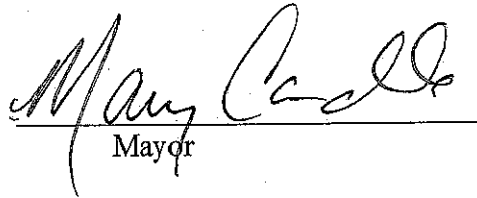
Section 11. Covenants of Municipality. So long as the Warrant remains outstanding, the Municipality hereby agrees as follows:

- (i) the Municipality will not make any physical amendments or alterations to the Series 2025 Improvements without the prior consent of the United States Department of Agriculture so long as it is the holder of the Warrant;
- (ii) the Municipality shall be required to carry workers' compensation insurance for all employees in accordance with applicable state law;
- (iii) the Municipality shall maintain fidelity bond insurance on administrative person(s) handling the funds of the Municipality with said coverage to be in an amount not less than the annual debt service on the Warrant; and
- (iv) the Municipality agrees to abide by all of the conditions and requirements set forth in that certain Letter of Conditions dated August 15, 2022, from the United States Department of Agriculture addressed to the Municipality.

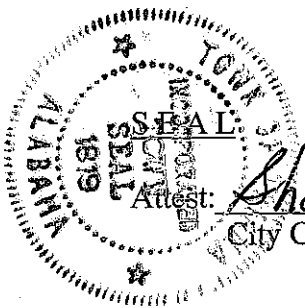
Section 12. Provisions of Ordinance a Contract. The terms, provisions and conditions set forth in this ordinance constitute a contract between the Municipality and the registered owner of the Warrant and shall remain in effect until the principal of and interest on the Warrant shall have been paid in full.

Section 13. Severability. The provisions of this ordinance are severable. In the event that any one or more of such provisions or the provisions of the Warrant shall, for any reason, be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this ordinance or of the Warrant, and this ordinance and the Warrant shall be construed and enforced as if such illegal or invalid provision had not been contained herein or therein.

Adopted this 24th day of March, 2025.



Mayor



Attest: 

City Clerk

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

Minutes approved:

Mary Caudle
Mayor

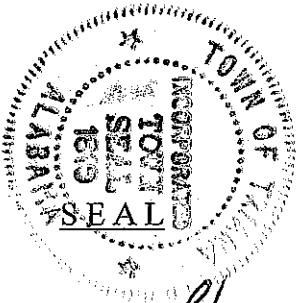
Craig Whit
Member of Council

Leard Bagford
Member of Council

Trina Hopkins
Member of Council

Alicia Nelson
Member of Council

Luanna Lips
Member of Council



Attest: Sharon Humphrey
Clerk

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

Minutes approved:

Mary Caudle
Mayor

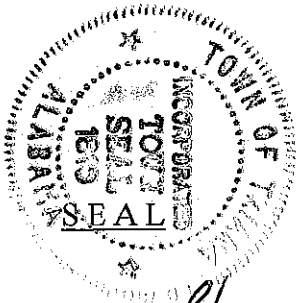
Craig Whit
Member of Council

Leard Ragland
Member of Council

Quin Hopkins
Member of Council

Alicia Nelson
Member of Council

Lucene Lips
Member of Council



Attest: Sharon Humphrey
Clerk