

December 10, 2007

STATE OF ALABAMA,  
LIMESTONE COUNTY,  
CITY OF ATHENS.

The City Council of the City of Athens, Alabama, met in regular session at the Athens Police Department Court Room at 951 Hobbs Street East in the said City on December 10, 2007, at 5:30 p.m. The meeting was called to order by Councilwoman Mildred Caudle, President Pro Tem of the Council. Upon roll call the following were found to be present: Councilmembers Harold Wales, Jimmy Gill, Ronnie Marks and Mildred Caudle. Councilman John M. Crutcher was absent. Mayor Williams was present. John Hamilton, City Clerk, was present and recorded the minutes of the meeting. Jimmy Gill offered the invocation and Mayor Williams led the Pledge of Allegiance. The Chairperson stated that a quorum was present and that the meeting was open for transaction of business.

The Chairperson stated that the Minutes of the November 19, 2007 City Council Meeting had been submitted for approval. Councilman Wales moved that the reading of the Minutes be suspended and that the Minutes be approved as recorded. The motion was seconded by Councilman Gill and was unanimously carried. The Chairperson stated that the Minutes of the November 19, 2007 City Council Work Session Minutes had been submitted for approval. Councilman Wales moved that the reading of the Minutes be suspended and that the Minutes be approved as recorded. The Motion was seconded by Councilman Gill and was unanimously carried.

A public hearing was held to hear comments regarding the proposed Zoning Ordinance for the City of Athens. No one spoke for or against.

The public hearing was closed.

**Councilman Marks introduced the following ordinance:**

STATE OF ALABAMA,  
LIMESTONE COUNTY,  
CITY OF ATHENS.

**ORDINANCE NUMBER 2007-1669**

**ARTICLE 1. PRELIMINARY PROVISIONS**

**§1.1. Title.**

This Ordinance shall be known as and may be cited as the “The Zoning Ordinance of the City of Athens, Alabama”.

**§1.2. Short Title.**

This Ordinance and all subsequent amendments, attachments, and supplements thereto shall also be known as the “Athens Zoning Ordinance”.

**§1.3. Authority.**

An ordinance establishing comprehensive zoning regulations for the City of Athens, Alabama, and providing for the administration, enforcement, and amendment thereof, in accordance with the provisions of Title 11, Chapter 52, Article IV, Sections 11-52-70 through 11-52-84, inclusive of the Code of Alabama (recompiled 1975) and providing for the repeal of all ordinances in conflict herewith.

**§1.4. Jurisdiction.**

This Ordinance and all provisions thereof shall serve as the Zoning Ordinance and shall apply to all areas of the planning jurisdiction of the City of Athens, Alabama, which is subject to the authority of the Athens City Council.

**§1.5. Purpose.**

The fundamental purpose of this Ordinance is to promote the health, safety, morals and general welfare of the present and future inhabitants of the City of Athens and to provide for the orderly development and growth of Athens, in accordance with the Comprehensive Plan, by:

- Providing methods to preserve and maintain a healthful environment for the benefit of present and future generations by providing standards to control the amount of open space and impervious surfaces within a development - to control the intensity of development in areas of sensitive natural resources or natural features in order to reduce or eliminate adverse environmental impacts;
- Controlling and regulating the growth of Athens, concentrating development in areas where adequate sewerage facilities, roads, and schools can be provided, and limiting development in areas where these facilities are not and should not be provided;
- Conserving life, property and natural resources and the expenditure of funds for public improvements and services to conform with the most advantageous uses of land, resources and properties;
- Regulating and restricting the location and use of buildings, structures, and land for trade, industry, residences, and other uses;
- Providing standards for all types of dwelling units so that all the people may have access to decent, sound, and sanitary housing in accordance with the goals of the Federal Housing Act, among which is the provision of adequate zoning to meet a fair share of the region's housing needs;
- Lessening the danger of congestion of traffic on the roads and highways, limiting excessive numbers of intersections, driveways, and other vehicular conflict points, minimizing other hazards, and insuring the continued usefulness of all elements of the existing highway system for their planned function;
- Securing safety from fire, panic, flood, and other dangers;
- Providing adequate privacy, light and air;
- Securing economy in local governmental expenditures;
- Conserving property values throughout Athens;
- Protecting landowners from adverse impacts of adjoining developments;
- Dividing the incorporated area of Athens into districts according to the use of land and buildings, the intensity of such uses (including bulk and height), and surrounding open space.

Each purpose listed above serves to balance the interest of the general public of Athens and those of individual property owners.

**§1.6. Legal Status Provisions.**

- 1.6.1. Separability.** Should any section or provision of this Ordinance be declared invalid by any court of jurisdiction, such declaration shall not affect the validity of the Ordinance as a whole or any part thereof which is not specifically declared to be invalid.
- 1.6.2. Effect on Existing Zoning Ordinances.** This Ordinance in part carries forward by re-enactment some of the provisions of the Zoning Ordinance of the City of Athens adopted on July 18, 1960, as subsequently amended. It is not the intent of the City Council by adoption of this

Ordinance to repeal the prior Ordinance, as amended, but rather to re-enact and continue in force without interruption such existing provisions, so that all liabilities which have accrued thereunder shall be preserved, and may be enforced. The enactment of this Ordinance shall not affect any action, suit, or proceeding instituted or pending at this time under the Zoning Ordinance of 1960, as amended. All provisions of the Zoning Ordinance of the City of Athens enacted in 1960, as amended, which are not re-enacted herein are hereby repealed. All suits at law or in equity and/or all prosecutions resulting from the violation of the Zoning Ordinance heretofore in effect, which are no pending in any of the courts of the state or of the United States, shall not be abated or abandoned by reason of the adoption of this Ordinance but shall be prosecuted to their finality, the same as if this Ordinance has not been adopted; and any and all violations of the existing Zoning Ordinance, prosecutions for which have not yet been instituted, may be hereafter filed and prosecuted; and nothing in this Ordinance shall be construed as to abandon, abate, or dismiss any litigation or prosecution now pending, and/or which may heretofore have been instituted or prosecuted.

**1.6.3. *Effective Date.***

ADOPTED and APPROVED this, the 10th day of December, 2007.

/s/ John M. Crutcher  
PRESIDENT, CITY COUNCIL,  
CITY OF ATHENS, ALABAMA

/s/ Dan Williams  
MAYOR, CITY OF ATHENS, ALABAMA

ATTEST:

/s/ John S. Hamilton  
CITY CLERK, CITY OF ATHENS, ALABAMA

Councilmember Wales moved that unanimous consent be given for immediate consideration of and action on said ordinance, which motion was seconded by Councilmember Gill, and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Wales, Gill, Marks and Caudle; NAYS: None. The President thereupon declared that the motion for unanimous consent for immediate consideration of and action on the said ordinance had been unanimously carried. Councilmember Marks thereupon moved that the ordinance be finally adopted, which motion was seconded by Councilmember Gill and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Wales, Gill, Marks and Caudle; NAYS: None. The President thereupon announced that the motion for the adoption of the said ordinance had been unanimously carried.

The complete Zoning Ordinance will be on file in the office of Engineering Services and Community Development in the Public Works Department.

A public hearing was held to hear comments regarding the clean up of the south side of Brownsferry Street near the corner of Hine Street. Mae Davis spoke in favor of. No one spoke against.

A public hearing was held to hear comments regarding the clean up of the north side of Brownsferry Street near the corner of Hine Street. Mae Davis spoke in favor of. Janet Murrah, 1103 Brownsferry Street, also spoke in favor of. She also requested street lights in her area.

The public hearing was closed.

George Hill, 24861 Airport Road, spoke on how he felt his citation was unfair concerning junk at his property.

Steve Bauer, 306 South Clinton Street, spoke on his concerns about a tapping fee for \$350.00 and what he gets for that money. He already has an existing tap and doesn't believe that he needs another tap.

Students from Elkmont High School Josh Maples and Autumn Bailey were in attendance.

Willie Mae Baker, 815 Acorn Hill Circle was concerned about dogs running around in her yard. Also the property on Wright Street has dogs roaming and property may need cleaning up.

Rosie Mclin, 1016 Hobbs Street, concerned about roaming dogs in here neighborhood.

Billy Cannon, 2387 South Hine Street, asks how many water meters have been pulled over the last twelve months.

John Stewart, 17668 Owens Street, asked the Council to review ordinances relating to water meter tapping fees, etc. He thinks some ordinances may be unfair, in his opinion.

**Councilman Marks moved the adoption of the following resolution:**

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA to continue the public hearing on property located at the north side of Brownsferry Street near the corner of Hine Street until January 14, 2008 to allow more time for the owner to clean up property.

The motion was seconded by Councilman Gill and was unanimously carried.

**Councilman Marks moved the adoption of the following resolution:**

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA to continue the public hearing on property located at the south side of Brownsferry Street near the corner of Hine Street until January 14, 2008 to allow more time for the owner to clean up property.

The motion was seconded by Councilman Gill and was unanimously carried.

**Councilman Wales moved the adoption of the following resolution:**

RESOLUTION

BE IT THEREFORE RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, to set a Public Hearing at the City Council meeting of January 14, 2008, to take comments on the rezoning request of Mr. Billy Cannon, the Cannon Family and Mr. Dick Chittam. The property is located at 2030 Highway 72 West, which is in the northeast quadrant of the intersection of Lucas Ferry Road and Highway 72 West. The request is to rezone from B-1 Local Shopping District to B-3 Highway Business District.

The motion was seconded by Councilman Marks and was unanimously carried.

**Councilman Marks introduced the following ordinance:**

STATE OF ALABAMA,  
LIMESTONE COUNTY,  
CITY OF ATHENS.

ORDINANCE NUMBER 2007-1666

**AN ORDINANCE AMENDING SECTION 50-78 OF THE CITY CODE,  
RELATING TO METER TAP IMPACT FEES**

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**WHEREAS**, the City Council of the City of Athens did not intend for Section 50-78 of the City Code of the City of Athens, Alabama to be interpreted such that the impact fees set forth thereunder would be required in situations where, after city water service to a structure had been discontinued, the same water service to that structure was restored at a later time;

**WHEREAS**, the City Council wishes to clarify Section 50-78 in order to reflect the true intention of the City Council; and

**THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA** while in regular session on December 10, 2007 at 5:30 p.m., as follows:

**Section 1.** Section 50-78 of the Code of Ordinances of the City of Athens is hereby amended to add Section 50-78(d), as follows:

(d) Where city water service to a property has been discontinued or terminated, no impact fee pursuant to this section shall be required upon the restoration of the same city water service to that property.

**Section 2.** This ordinance shall become effective upon its adoption and publication as required by law.

**Section 3.** The provisions of this Ordinance shall be included and incorporated in the Code of Ordinances of the City of Athens as an addition or amendment thereto, and shall be appropriately renumbered as necessary to conform to the uniform numbering system of the Code.

ADOPTED and APPROVED this, the 10th day of December, 2007.

/s/ John M. Crutcher  
PRESIDENT, CITY COUNCIL,  
CITY OF ATHENS, ALABAMA

/s/ Dan Williams  
MAYOR, CITY OF ATHENS, ALABAMA

ATTEST:

/s/ John S. Hamilton  
CITY CLERK, CITY OF ATHENS, ALABAMA

**CERTIFICATION OF CITY CLERK**

STATE OF ALABAMA )

LIMESTONE COUNTY )

I, John Hamilton, City Clerk of the City of Athens, Alabama, do hereby certify that the above and foregoing is a true and correct copy of an Ordinance duly adopted by the City Council of the City of Athens, Alabama, on the \_\_\_\_ day of \_\_\_\_\_, 2007.

Witness my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2007.

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John Hamilton, City Clerk

Councilmember Gill moved that unanimous consent be given for immediate consideration of and action on said ordinance, which motion was seconded by Councilmember Wales, and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Wales, Gill, Marks and Caudle; NAYS: None. The President thereupon declared that the motion for unanimous consent for immediate consideration of and action on the said ordinance had been unanimously carried. Councilmember Marks thereupon moved that the ordinance be finally adopted, which motion was seconded by Councilmember Gill and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Wales, Gill, Marks and Caudle; NAYS: None. The President thereupon announced that the motion for the adoption of the said ordinance had been unanimously carried.

**Councilman Wales moved the adoption of the following resolution:**

RESOLUTION NUMBER 2007-1036

**A RESOLUTION CONCERNING THE REFUND OF CERTAIN FEES**

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**WHEREAS**, the City Council of the City of Athens did not intend for Section 50-78 of the City Code of the City of Athens, Alabama to be interpreted such that the impact fees set forth thereunder would be required in situations where, after city water service to a structure had been discontinued, the same water service to that structure was restored at a later time;

**WHEREAS**, the City Council recognizes that a few persons paid these impact fees in the situation described above;

**WHEREAS**, these persons should not have paid those impact fees;

**WHEREAS**, by separate ordinance, the City Council wishes to clarify Section 50-78 in order to reflect the true intention of the City Council; and

**THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA** while in regular session on December 10, 2007 at 5:30 p.m., that the Mayor is hereby directed to cause the refund of the impact fees set forth in Section 50-78 of the City Code of the City of Athens to those persons who previously paid those fees in situations where, after city water service to a property had been discontinued or terminated, the same water service was restored to that property at a later time.

ADOPTED and APPROVED this, the 10<sup>th</sup> day of December, 2007.

/s/ John M. Crutcher  
PRESIDENT, CITY COUNCIL,  
CITY OF ATHENS, ALABAMA

/s/ Dan Williams  
MAYOR, CITY OF ATHENS, ALABAMA

ATTEST:

/s/ John S. Hamilton  
CITY CLERK, CITY OF ATHENS, ALABAMA

**CERTIFICATION OF CITY CLERK**

STATE OF ALABAMA )  
LIMESTONE COUNTY )

I, John Hamilton, City Clerk of the City of Athens, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of the City of Athens, Alabama, on the \_\_\_\_ day of \_\_\_\_\_, 2007.

Witness my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
John Hamilton, City Clerk

The motion was seconded by Councilman Gill and was unanimously carried.

**Councilman Marks introduced the following ordinance:**

STATE OF ALABAMA,  
LIMESTONE COUNTY,  
CITY OF ATHENS.

ORDINANCE NUMBER 2007-1667

**AN ORDINANCE AUTHORIZING THE  
ISSUANCE AND DELIVERY BY THE CITY OF ATHENS  
ALABAMA, OF ITS \$10,600,000 SUBORDINATED  
WATER AND SEWER REVENUE  
WARRANT, SERIES 2007-CWSRF-DL**

**BE IT RESOLVED** by the City Council of the **CITY OF ATHENS, ALABAMA**, as follows:

**ARTICLE I  
DEFINITIONS AND USE OF PHRASES**

**Section 1.1 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 the Chapter 22A of Title 22 of the Code of Alabama 1975.

"**Additional Subordinated Debt**" means any City Debt issued or incurred by the City, payable in whole or in part out of all or any part of the revenues derived from the Systems, other than City Indenture Warrants.

"**Additional Warrants**" shall have the meaning given to such term in the City Indenture.

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

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

"**Authority Trustee Bank 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).

"**City**" means the City of Athens, Alabama, and any municipal corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party.

"**City Debt**" means any warrants, bonds, notes or other obligations issued by the City and expressly payable in whole or in part out of all or any part of the revenues derived from the System.

"**City Indenture**" means that certain Trust Indenture between the City and The Bank of New York Trust Company of Florida, N.A., dated as of May 1, 2002, at any time, as supplemented, and pursuant to which the City Indenture Warrants were issued.

"**City Indenture Warrants**" means City Debt issued under the City Indenture as equal lien or parity warrants pursuant to the privilege reserved to issue parity or equal lien warrants in the City Indenture.

"**Counsel**" means an attorney who is duly licensed to practice before the Supreme Court of Alabama.

"**Council**" means the City Council of the City.

"**Fiscal Year**" means the period beginning on October 1 of one calendar year and ending on September 30 on the next succeeding calendar year.

"**Holder**" means the person in whose name the Warrant is registered.

"**Independent Auditor**" means a public accountant who is not a full time employee of the City and who is regularly engaged in the auditing of financial records.

"**Independent Counsel**" means Counsel who is not regularly employed by the City.

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

"**Mayor**" means the Mayor of the City.

"**Ordinance**" means an ordinance duly adopted by the City Council.

"**Pledged Funds**" means the Net Revenues (as defined in the City Indenture) derived from the operation of the System and remaining after payment of all City Indenture Warrants.

"**Project**" means the improvements to the sanitary sewer portion of the Systems that are to be constructed with proceeds of the Authority Loan in accordance with the provisions of the Special Conditions Agreement.

"**Project Funds**" means the amount deposited into the Project Fund created in the Master Authority Trust Indenture for disbursement to or on behalf of the City.

"**Redemption Date**" means the date fixed for redemption of the Series 2007-CWSRF-DL Warrant in any notice of redemption.

"**Redemption Price**" means the price at which the Series 2007-CWSRF-DL Warrant or principal installments thereof called for redemption and prepayment may be redeemed on the Redemption Date.

"**Resolution**" means a resolution duly adopted by the City Council.

"**Special Conditions Agreement**" means the Special Authority Loan Conditions Agreement among the City, the Authority and ADEM, dated as of December 14, 2007.

"**Systems**" shall have the meaning given to such term in the City Indenture.

"**Warrant Fund**" means the Warrant Fund created in Section 9.1 hereof.

**Section 1.2 Use of Phrases.** "Herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Ordinance as an entirety and not solely to the particular portion thereof in which any such word is used. The definitions set forth in Section 1.1 hereof include both singular and plural.

## ARTICLE II

### REPRESENTATIONS AND FINDINGS

**Section 2.1 Representations.** The City represents, as a basis for the undertakings herein contained, as follows: it is a municipal corporation organized under the provisions of Title 11 of the Code of Alabama 1975, as amended; and it is not in default under any of the provisions contained in its charter or in the laws of said state or under the City Indenture.

**Section 2.2 Findings.** The City Council does hereby find and declare that the following facts are true and correct:

(1) The City has determined to make capital improvements to the combined water works plant and distribution system and sanitary sewer system of the City, the estimated costs of the said improvements being in excess of \$10,600,000. The City has heretofore filed an application with ADEM for the purpose of obtaining a loan from the Authority to provide funds to pay a portion of the costs of the Project. The award of the loan to the City will be of substantial economic benefit to the City and to its utilities customers by reducing the amount of interest that would be payable by the City if the funds were provided from sources other than from the Authority Loan.

(2) In order to evidence the repayment of the Authority Loan by the City to the Authority, the City deems it necessary, desirable and in the public interest that the Series 2007-CWSRF-DL Warrant hereinafter authorized be issued for the purpose of evidencing the debt of the City to the Authority.

(3) The City hereby finds and determines the Pledged Funds will, immediately following the issuance and delivery of the Series 2007-CWSRF-DL Warrant, be sufficient to make timely payment of all principal and interest on the Series 2006-CWSRF-DL Warrant.

## ARTICLE III

### ACCEPTANCE OF AUTHORITY LOAN AND ISSUANCE OF SERIES 2007-CWSRF-DL WARRANT

**Section 3.1 (a) Authority Loan Made and Accepted.** In consideration of the mutual promises made in the Special Conditions Agreement, in this Ordinance and in the Series 2007-CWSRF-DL Warrant, and subject to the terms and conditions of each thereof, the City, by the delivery of the Series 2007-CWSRF-DL Warrant, accepts the Authority Loan and the Authority has, upon delivery to it of the Series 2007-CWSRF-DL Warrant, made the Loan Amount available in the Master Authority Trust Indenture.

(b) **Authorization and Description of the Series 2007-CWSRF-DL Warrant.** Pursuant to the applicable provisions of Title 11 of the Code of Alabama 1975, as amended, and for the purpose of evidencing

repayment of the Authority Loan made to the City by the Authority, there is hereby authorized to be issued the City's Subordinated Water and Sewer Revenue Warrant, Series 2007-CWSRF-DL, in the principal amount of \$10,600,000. The Series 2007-CWSRF-DL Warrant shall be issued as one fully registered warrant in the form prescribed in Section 3.2 hereof. The principal of the Series 2007-CWSRF-DL Warrant shall mature and become payable on August 15 in the following years and in the following installments:

<b>Year of Maturity</b>	<b>Aggregate Principal Amount Maturing</b>
2010	\$ 370,000
2011	385,000
2012	400,000
2013	415,000
2014	430,000
2015	445,000
2016	460,000
2017	475,000
2018	495,000
2019	510,000
2020	530,000
2021	545,000
2022	565,000
2023	585,000
2024	610,000
2025	630,000
2026	650,000
2027	675,000
2028	700,000
2029	725,000

(c) **Interest Rate and Method of Payment of Principal and Interest.** The principal installments of the Series 2007-CWSRF-DL Warrant shall bear interest from December 14, 2007, until their respective due dates at the per annum rate of interest of 3.50%, computed on the basis of a twelve (12) consecutive thirty (30) day months (interest having been capitalized until January 1, 2010). Such interest shall be payable on February 15, 2010, and semiannually thereafter on each February 15 and August 15 until and at the respective maturities of principal installments of the Series 2007-CWSRF-DL Warrant. Interest on the Series 2007-CWSRF-DL Warrant shall be payable in lawful money of the United States of America by check or draft mailed by the Authority Trustee to the holder of the Series 2007-CWSRF-DL Warrant at the addresses shown on the registry books of the Authority Trustee pertaining to the Series 2007-CWSRF-DL Warrant. The principal of the Series 2007-CWSRF-DL Warrant shall be payable at the designated office of the Authority Trustee, upon presentation and surrender of the Series 2007-CWSRF-DL Warrant as the same becomes due and payable.

(d) **Interest Rate and Loan Amount after Maturity.** Each installment of principal and interest on the Series 2007-CWSRF-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.

**Section 3.2 Form of Series 2007-CWSRF-DL Warrant.** The Series 2007-CWSRF-DL Warrant and the Certificate of Registration and the Form of Assignment applicable thereto shall be in substantially the following forms, respectively, with such insertions, omissions and other variations as may be necessary to conform to the provisions hereof:

\$10,600,000

\$10,600,000

**UNITED STATES OF AMERICA  
STATE OF ALABAMA  
CITY OF ATHENS  
SUBORDINATED WATER AND SEWER REVENUE WARRANT  
SERIES 2007-CWSRF-DL**

Subject to prior payment and other provisions as herein provided

The City Treasurer of the **CITY OF ATHENS, ALABAMA**, a municipal corporation under the laws of Alabama (the "City"), is hereby ordered and directed to pay to **ALABAMA WATER POLLUTION CONTROL AUTHORITY**, or registered assigns, solely out of the revenues hereinafter referred to, the aggregate principal sum of

**TEN MILLION SIX HUNDRED THOUSAND DOLLARS**

in installments on August 15 in the following respective years and principal amounts (subject to the adjustment of the principal installments on the Warrant as provided in the Authorizing Ordinance hereinafter defined):

<b>Year of Maturity</b>	<b>Aggregate Principal Amount Maturing</b>
2010	\$ 370,000
2011	385,000
2012	400,000
2013	415,000
2014	430,000
2015	445,000
2016	460,000
2017	475,000
2018	495,000
2019	510,000
2020	530,000
2021	545,000
2022	565,000
2023	585,000
2024	610,000
2025	630,000
2026	650,000
2027	675,000
2028	700,000
2029	725,000

with interest on the then unpaid principal balance hereof from December 14, 2007, at the rate of 3.50% per annum, payable on February 15, 2010 (interest having been capitalized until January 1, 2010), and on each February 15 and August 15 thereafter until the due date of the last maturing installment of principal hereof. Both the principal of and the interest on this warrant are payable in lawful money of the United States of

America at the designated office of The Bank of New York Trust Company, N.A. (the "Authority Trustee"). Each installment of principal and interest on the Series 2007-CWSRF-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 hereinafter defined. As used in the Ordinance of the City under which the Series 2007-CWSRF-DL Warrant is issued, "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).

The warrant evidenced hereby is designated "Series 2007-CWSRF-DL Warrant" and is authorized to be issued in the aggregate principal amount of \$10,600,000 and payable solely out of the Pledged Funds as defined in the ordinance adopted by the City (the "Authorizing Ordinance") pursuant to which this warrant is issued. The pledge of the Pledged Funds is subject and subordinate to the pledge made by the City in the City Indenture (as that term is defined in the Authorizing Ordinance) for the benefit of warrants heretofore or hereafter issued thereunder.

The principal installments hereof are subject to prepayment, prior to their respective maturities, at the option of the City, on any date, as a whole or in part (but if in part, in multiples of \$5,000 and in the inverse order of the installments of principal), after not less than forty-five (45) nor more than ninety (90) days prior notice by United States Registered 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.

The City is a municipal corporation organized under the provisions of Title 11 of the Code of Alabama 1975, as amended, and this warrant is authorized to be issued for purposes for which warrants may be issued under the provisions of said Title 11. The covenants and representations herein contained or contained in the Authorizing Ordinance do not and shall never constitute a personal or pecuniary liability or charge against the general credit of the City.

It is hereby certified that all conditions, actions and things required by the Constitution and laws of the State of Alabama to exist, be performed and happen precedent to or in the issuance of this warrant exist, have been performed and have happened in due and legal form.

**IN WITNESS WHEREOF**, the City has caused this warrant to be executed in its name and behalf by its Mayor and has caused its corporate seal to be hereunto affixed and attested by its City Clerk, and has caused this warrant to be dated \_\_\_\_\_, 2007.

**CITY OF ATHENS, ALABAMA**

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

Attest:

\_\_\_\_\_  
Its City Clerk

[S E A L]

(Form of Registration Certificate)

This warrant was registered in the name of the above-registered owner this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**THE BANK OF NEW YORK  
TRUST COMPANY, N.A.**

By \_\_\_\_\_  
Authorized Officer

(Form of 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 this books of the within-mentioned registrar.

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within warrant in every particular, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

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(Bank, Trust Company or Firm)

By \_\_\_\_\_  
Authorized Officer

\*Signature(s) must be guaranteed by an eligible guarantor institution which is a member of the recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

**Section 3.3 Redemption Provisions.** The principal installments of the Series 2007-CWSRF-DL Warrant may be redeemed and paid prior to their respective maturities, at the option of the City, as a whole or in part (but if in part, in the inverse order of installments of principal), on any date, at and for a redemption price, with respect to each such installment redeemed, equal to the principal prepaid plus accrued interest thereon to the date of prepayment.

#### **ARTICLE IV**

##### **ADDITIONAL SUBORDINATED DEBT**

**Section 4.1 Additional Subordinated Debt - In General.** While the City is not in default in payment of the principal of or the interest on any City Debt, it may, subject to the provisions of Section 4.2 hereof, at any time and from time to time issue Additional Subordinated Debt for any purpose for which the City may incur debt. The Additional Subordinated Debt may be in such denomination or denominations, shall bear interest at such rate or rates, shall mature in such amounts and at such times, and may contain such other provisions as the City shall determine.

**Section 4.2 Conditions Precedent to Issuance of Additional Subordinated Debt.** Prior to the issuance of any Additional Subordinated Debt, the City will either

(a) obtain the written consent of the Authority to the issuance of such Additional Subordinated Debt, or

(b) not less than twenty (20) days prior to the issuance of any such Additional Subordinated Debt, furnish to the Authority a certificate of an Independent Auditor certifying that the annual net income available for debt service under the City Indenture and any other City Debt for the Fiscal Year of the City next preceding that during which the Additional Subordinated Debt is to be issued was not less than 125% of the sum of (i) the maximum annual debt service payable on all City Debt then outstanding, whether issued as equal lien parity debt under the City Indenture, as Additional Subordinated Debt, or otherwise, plus (ii) the maximum annual debt service payable on the Additional Subordinated Debt then proposed to be issued.

#### **ARTICLE V**

##### **EXECUTION OF THE SERIES 2007-CWSRF-DL WARRANT**

**Section 5.1 Execution of Series 2007-CWSRF-DL Warrant.** The Series 2007-CWSRF-DL Warrant shall be executed by the Mayor, and the seal of the City shall be affixed thereto and attested by the City Clerk of the City. The Treasurer of the City shall register the Warrant as a claim against the Net System Revenues. Signatures on the Series 2007-CWSRF-DL Warrant by persons who were officers of the City at the time such signatures were written or printed shall continue effective although such persons cease to be such officers prior to the delivery of the Series 2007-CWSRF-DL Warrant.

**Section 5.2 Replacement of Mutilated, Lost, Stolen or Destroyed Series 2007-CWSRF-DL Warrant.** In the event any warrant is mutilated, lost, stolen or destroyed, the City may execute and deliver a new warrant of like tenor and denomination as that mutilated, lost, stolen or destroyed; provided that (a) in the case of any such mutilated warrant, such warrant is first surrendered to the City, and (b) in the case of any such lost, stolen or destroyed warrant, there is first furnished to the City evidence of such loss, theft or destruction satisfactory to it, together with indemnity satisfactory to it. The City may charge the holder with the expense of issuing any such new warrant.

## ARTICLE VI

### REGISTRATION AND NEGOTIABILITY OF THE SERIES 2007-CWSRF-DL WARRANT

**Section 6.1 Registration of Series 2007-CWSRF-DL Warrant.** The Authority Trustee shall be the registrar and transfer agent of the City with respect to the Series 2007-CWSRF-DL Warrant.

**Section 6.2 Owner of Series 2007-CWSRF-DL Warrant.** The Authority shall be deemed to be the owner of the Series 2007-CWSRF-DL Warrant for all purposes.

## ARTICLE VII

### GENERAL PROVISIONS RESPECTING REDEMPTION OF SERIES 2007-CWSRF-DL WARRANT

**Section 7.1 Manner of Effecting Redemption of Series 2007-CWSRF-DL Warrant.** Any redemption of the Series 2007-CWSRF-DL Warrant shall be effected in the following manner:

(a) **Call.** The City shall adopt a Resolution containing the following: (1) a call for redemption, on a specified date when the principal installments of the Series 2007-CWSRF-DL Warrant are subject to redemption and prepayment, stating the year or years in which such principal installments to be redeemed have due dates; (2) a statement that the City is not in default hereunder; and (3) a summary of any applicable restrictions upon or conditions precedent to such redemption and the provisions made to comply therewith.

(b) **Notice by Registered Mail.** The Authority Trustee shall forward, by United States Registered or Certified Mail to the Authority, a notice stating the following: that principal installments of the Series 2007-CWSRF-DL Warrant have been called for redemption and will become due and payable at the Redemption Price on a specified Redemption Date, which shall be the date provided for such redemption in the Resolution required in subsection (a) of this section, and that all interest thereon will cease after the Redemption Date. Such notice shall be so mailed not less than forty-five (45) days or more than ninety (90) days prior to the Redemption Date, but the Authority may waive the requirements of this subsection.

(c) **Deposit of Funds.** Not later than forty-five (45) days prior to the Redemption Date, the City shall make available at the Authority Trustee the total

Redemption Price of the Series 2007-CWSRF-DL Warrant or principal installments thereof so called for redemption and shall further provide to the Authority Trustee a certified copy of the Resolution required in subsection (a) of this section.

**Section 7.2 Presentation of Series 2007-CWSRF-DL Warrant for Redemption.**

Upon compliance by the City with the requirements contained in Section 7.1 hereof, and if the City is not on the Redemption Date in default in payment of the principal of or the interest on the Series 2007-CWSRF-DL Warrant, the Series 2007-CWSRF-DL Warrant or principal installments thereof so called for redemption shall become due and payable at the place at which the same shall be payable, at the Redemption Price or Redemption Prices and on the Redemption Date specified in such notice, anything herein or in the Series 2007-CWSRF-DL Warrant to the contrary notwithstanding. In the event the Series 2007-CWSRF-DL Warrant is not paid and retired in full, the City will execute and deliver to the Authority a new Series 2007-CWSRF-DL Warrant reflecting the prepayment.

**ARTICLE VIII**

**SOURCE OF PAYMENT OF THE SERIES 2007-CWSRF-DL WARRANT**

**Section 8.1 Source of Payment of Series 2007-CWSRF-DL Warrant.** The principal of and the interest on the Series 2007-CWSRF-DL Warrant shall be payable solely out of the Pledged Funds. Neither the Series 2007-CWSRF-DL Warrant nor any of the agreements herein contained shall constitute an indebtedness of the City within the meaning of any State constitutional limitation. The full faith and credit of the City are not pledged for payment of the Series 2007-CWSRF-DL Warrant, and the Series 2007-CWSRF-DL Warrant shall not be a general obligation of the City. Neither this Ordinance nor the Series 2007-CWSRF-DL Warrant shall be deemed to impose upon the City any obligation to pay the principal or of the interest on the Series 2007-CWSRF-DL Warrant, or any other sum, except from Pledged Funds. None of the agreements, representations or warranties made or implied in this Ordinance, or in the issuance of the Series 2007-CWSRF-DL Warrant, shall ever impose any personal or pecuniary liability or charge upon the City, whether before or after any breach by the City of any such agreement, representation or warranty, except with respect to the Pledged Funds. Nothing contained in this section shall, however, relieve the City from the performance of the several agreements and representations on its part herein contained.

**Section 8.2 Pledge.** The amounts on deposit in the Warrant Fund are hereby irrevocably pledged for payment of the principal of and the interest on the Series 2007-CWSRF-DL Warrant, and the pledge thereof is expressly subject and subordinate, in all respects, to the pledge of the revenues from the Systems made in the City Indenture.

**Section 8.3 Restriction on Issuance of City Debt.** The City agrees that until such time as the Series 2007-CWSRF-DL Warrant has been paid in full that it will not issue any City Debt unless the City makes a finding and determination that Pledged Funds will, immediately following the issuance of such debt, be sufficient to make timely payment of all principal and interest on the Series 2007-CWSRF-DL Warrant.

## ARTICLE IX

### CREATION OF WARRANT FUND AND PAYMENTS THEREIN

**Section 9.1 Warrant Fund.** There is hereby created a special trust fund, designated the "Series 2007-CWSRF-DL Warrant Principal and Interest Fund" which shall be continued and maintained until the principal of and interest of the Series 2007-CWSRF-DL Warrant is paid in full. There shall be paid into the Warrant Fund, after compliance in full with the provision of the City Indenture, the following:

(a) On or before February 15, 2010, and on or before each August 15 and February 15 thereafter until the principal of and the interest on the Series 2007-CWSRF-DL Warrant shall have been paid in full, the City will pay into the Warrant Fund an amount equal to the sum of (i) the semiannual installment of interest that will mature on the Series 2007-CWSRF-DL Warrant on such February 15 or August 15, as the case may be, plus (ii) on or before each August 15, the principal that will mature on the Series 2007-CWSRF-DL Warrant on such August 15; and

(b) In the event that the moneys paid or transferred into the Warrant Fund with respect to any February 15 or August 15 payment shall be less than the amount required by the provisions of this section to be paid therein with respect to such February 15 or August 15, then on or before the last day of the next succeeding Month and on or before the last day of each Month thereafter until such time as the payments into the Warrant Fund are current, the City will pay into the Warrant Fund, in addition to the payments provided for in subparagraph (a) of this section, the amount of such deficiency.

**Section 9.2 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 2007-CWSRF-DL Warrant upon or after the respective maturities of such principal and interest provided, that if at the final maturity of the Series 2007-CWSRF-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 2007-CWSRF-DL Warrant, then any such excess shall thereupon be returned to the Authority.

## ARTICLE X

### CERTAIN WARRANTIES AND COVENANTS OF THE CITY

**Section 10.1 To Maintain Adequate Rates.** The City will make and maintain such rates and charges for water, sewer and other services supplied from the Systems and will make collections from the users thereof so that revenues from the Systems available for debt service will at all times be sufficient (a) to make timely payment of the debt service on all City Debt, including the Series 2007-CWSRF-DL Warrant, and (b) to comply with the covenants contained in Section 10.6 of the City Indenture.

**Section 10.2 Issuance of Additional Warrants Under City Indenture.** The City hereby covenants and agrees that the City shall treat the Series 2007-CWSRF-DL Warrant and any Additional Subordinated Debt issued hereafter as if issued as Additional Warrants under the City Indenture

for purposes of computing the Annual Debt Service Requirement (as defined in the City Indenture) when issuing Additional Warrants under Article VII of the City Indenture.

**Section 10.3 To Respect Priority of Pledge.** The pledge herein made of the Pledged Funds for the Series 2007-CWSRF-DL Warrant shall be prior and superior to any pledge or agreement hereafter made for the benefit of any securities hereafter issued or any contract hereafter made by the City (other than Additional Warrants) not constituting Additional Subordinated Debt.

**Section 10.4 No Conflicting Transactions.** The City warrants and represents that (a) the Series 2007-CWSRF-DL Warrant is a valid and binding special obligation of the City payable solely out of the Pledged Funds, and (b) the provisions of the Series 2007-CWSRF-DL Warrant and this Ordinance will not result in any breach of, or constitute a default under, any mortgage, deed of trust, security agreement, resolution, bank loan, credit agreement or other instrument to which the City is a party or by which it is bound.

**Section 10.5 In the Event of the Satisfaction of the City Indenture.** If, prior to the payment in full of the Series 2007-CWSRF-DL Warrant, the City Indenture shall become void and be discharged pursuant to the provisions of the City Indenture, the City agrees that it will not without the prior written consent of the Authority thereafter issue any warrants or other obligations payable out of the revenues derived from the operation of the Systems unless the Series 2007-CWSRF-DL Warrant shall be secured by a pledge of the revenues derived from the operation of the Systems prior to or on a parity with any warrants or other obligations which may be issued by the City subsequent to the satisfaction of the City Indenture. In the event of the satisfaction of the City Indenture, the Authority may require that the City enter into an agreement supplemental hereto confirming the continuation of the covenants contained in the City Indenture with respect to the Series 2007-CWSRF-DL Warrant.

**Section 10.6 To Furnish Authority With Reports.** The City agrees to furnish to the Authority, within 180 days after the close of its Fiscal Year, the audited financial statements of the City for such fiscal year.

## ARTICLE XI

### PROVISIONS RESPECTING INSURANCE

**Section 11.1 Insurance on the System.** The City will at all times carry the insurance required to be carried by the City Indenture.

**Section 11.2 Application of Insurance Proceeds.** The City agrees that proceeds of any insurance will be applied in accordance with the City Indenture.

## ARTICLE XII

### EVENTS OF DEFAULT AND REMEDIES OF WARRANTHOLDERS

**Section 12.1 Events of Default Defined.** Any of the following shall constitute default hereunder by the City:

(a) Failure by the City to pay the principal of or the interest on the Series 2007-CWSRF-DL Warrant when such principal and interest respectively becomes due and payable, whether by maturity or otherwise;

(b) Default by the City under the Special Conditions Agreement entered into in connection with the issuance of the Series 2007-CWSRF-DL Warrant;

(c) Default by the City under the City Indenture;

(d) Failure by the City to perform any of the agreements on its part herein contained (other than payment of the principal of and interest on the Series 2007-CWSRF-DL Warrant) after thirty (30) days' written notice to it of such failure made by the Authority; or

(e) Determination by a court having jurisdiction that the City is insolvent or bankrupt, or appointment by a court having jurisdiction of a receiver for the City or for all or a substantial part of the System, or the approval by a court of competent jurisdiction of any petition for reorganization of the City or rearrangement or readjustment of its obligations under any provisions of the bankruptcy laws of the United States.

**Section 12.2 Remedies on Default.** Upon any default by the City in any one of the ways defined in Section 12.1 hereof, the Authority shall have the following rights and remedies:

(a) **Acceleration.** The Authority may, by written notice to the City, declare all principal of the Series 2007-CWSRF-DL Warrant forthwith due and payable, and thereupon it shall so be, anything herein or therein to the contrary notwithstanding. If, however, the City shall make good that default and every other default hereunder (except the principal so declared payable), with interest on all overdue payments of principal and interest, then the Authority, by written notice to the City, may waive such default and its consequences, but no such waiver shall affect any subsequent default or right relative thereto.

(b) **Suits at Law or in Equity.** The Authority is empowered (i) to sue on such warrant, (ii) by mandamus, suit or other proceeding, to enforce all agreements of the City herein contained, including the fixing of rates, the collection and proper segregation and application of the revenues from the Systems, (iii) by action or suit in equity, to require the City to account as if it were the trustee of an express trust for the Authority, and (iv) by action or suit in equity, to enjoin any act or things which may be unlawful or a violation of the rights of the Authority.

Nothing herein contained, however, shall be construed to give the Authority or the Authority Trustee the right to compel a sale of the Systems or any part thereof, and no foreclosure proceedings or sale shall ever be had with respect to the Systems or any part thereof under the authority of this Ordinance.

**Section 12.3 Waiver of Rights against Incorporators and Others.** As a condition hereof, the Holder waives and releases any right, cause of action or remedy now or hereafter existing or imposed in any jurisdiction against any past, present or future elected official, officer or employee of the City for the payment of the principal of or the interest on the Series 2007-CWSRF-DL Warrant or for the performance of any agreements by the City herein contained. Nothing contained in this section, however, shall relieve any such elected official, officer or employee from the obligation of performing all the duties of his office and of taking all actions that may be necessary to enable the City to perform the agreements on its part herein contained.

**Section 12.4 Delay No Waiver.** No delay or omission by the Authority or the Authority Trustee to exercise any available right, power or remedy hereunder shall impair or be construed a waiver thereof or an acquiescence in the circumstances giving rise thereto; every right, power or remedy given herein to the warrant holder may be exercised from time to time and as often as deemed expedient.

### ARTICLE XIII

#### AGREEMENTS RESPECTING CONSTRUCTION AND ACQUISITION OF IMPROVEMENTS AND SALE OF SERIES 2007-CWSRF-DL WARRANT

**Section 13.1 Construction and Acquisition of the Improvements.** The City has, as specified in Section 2.2 hereof, commenced the construction and acquisition of the Project in accordance with the plans and specifications therefor heretofore furnished to and concurred with by ADEM. The City will complete such construction and acquisition, including the acquisition of such real estate (or easements or other interests therein) as may be necessary therefor, as soon as may be practicable, delays incident to strikes, riots, acts of God and the public enemy and similar acts beyond the reasonable control of the City only excepted.

**Section 13.2 Sale of Series 2007-CWSRF-DL Warrant.** The Series 2007-CWSRF-DL Warrant is hereby sold and awarded to the Authority at and for a purchase price equal to \$10,600,000. The Series 2007-CWSRF-DL Warrant shall be issued in the form provided in Section 3.2 hereof.

**Section 13.3 Application of Authority Loan Proceeds.** The entire proceeds derived from the Authority Loan evidenced by the Series 2007-CWSRF-DL Warrant shall be held and applied in accordance with the provisions of the Master Authority Trust Indenture and the Special Conditions Agreement.

**Section 13.4 Authorization of Special Conditions Agreement.** The Mayor is hereby authorized and directed to execute and deliver, in the name and behalf of the City, the Special Conditions Agreement, in substantially the form marked Exhibit A to the minutes of the meeting at which this Ordinance is adopted and made a part hereof as if set out in full herein, and the City Clerk of the City is hereby authorized and directed to affix the seal of the City to the said Special Conditions Agreement and to attest the same.

**Section 13.5 Additional Documents Authorized.** The Mayor and the City Clerk, or either of them, are each hereby authorized and directed to execute such other documents or certificates deemed necessary by them in order to carry out the transactions contemplated by this Ordinance.

**ARTICLE XIV**

**MISCELLANEOUS PROVISIONS**

**Section 14.1 Disclaimer of General Liability.** It is hereby expressly made a condition of this Ordinance that any agreements or representations herein contained or contained in the Series 2007-CWSRF-DL Warrant do not and shall never constitute a personal or pecuniary liability or charge against the general credit of the City, and in the event of a breach of any such agreement or representation no personal or pecuniary liability or charge payable directly or indirectly from the general revenues of the City shall arise therefrom. Nothing contained in this section, however, shall relieve the City from the observance and performance of the several covenants, representations and agreements on its part herein contained.

**Section 14.2 Provisions Constitute Contract.** The provisions of this Ordinance shall constitute a contract between the City and the Authority.

**Section 14.3 Severability.** The provisions of this Ordinance are hereby declared to be severable. In the event any court of competent jurisdiction should hold any provision hereof to be invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Ordinance.

ADOPTED and APPROVED this, the 10th day of December, 2007.

/s/ John M. Crutcher  
PRESIDENT, CITY COUNCIL,  
CITY OF ATHENS, ALABAMA

/s/ Dan Williams  
MAYOR, CITY OF ATHENS, ALABAMA

ATTEST:

/s/ John S. Hamilton  
CITY CLERK, CITY OF ATHENS, ALABAMA

Councilmember Wales moved that unanimous consent be given for immediate consideration of and action on said ordinance, which motion was seconded by Councilmember Gill, and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Wales, Gill, Marks and Caudle; NAYS: None. The President thereupon declared that the motion for unanimous consent for immediate consideration of and action on the said ordinance had been unanimously carried. Councilmember Marks thereupon moved that the ordinance be finally adopted, which motion was seconded by Councilmember Gill and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Wales, Gill, Marks and Caudle; NAYS: None. The President thereupon announced that the motion for the adoption of the said ordinance had been unanimously carried.

**Councilman Marks introduced the following ordinance:**

STATE OF ALABAMA,  
LIMESTONE COUNTY,  
CITY OF ATHENS.

ORDINANCE NUMBER 2007-1668

WHEREAS, Jeff Markham, owner of River City Carriage, has met all the necessary requirements (Alabama Department of Public Safety driving record, medical report, proof of liability insurance, rate schedule, application completion) to secure a franchise;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, to issue a franchise for operation of a horse-drawn carriage service to Jeff Markham, subject to Section 220 of the Alabama Constitution and Section 11-49-1 of the Code of Alabama, which states “No person, firm, association, or corporation shall be authorized or permitted to use the streets, avenues, alleys, or public places of any city, town or village for the construction or operation of any public utility or private enterprise, without first obtaining the consent of the proper authorities of such city, town, or village.”

Also, River City Carriage must operate pursuant to the City of Athens Code of Ordinances, Chapter 86 (“Vehicles for Hire”), except where the rules by their very nature can have no application to a horse drawn carriage service.

ADOPTED and APPROVED this, the 10th day of December, 2007.

/s/ John M. Crutcher  
PRESIDENT, CITY COUNCIL,  
CITY OF ATHENS, ALABAMA

/s/ Dan Williams  
MAYOR, CITY OF ATHENS, ALABAMA

ATTEST:

/s/ John S. Hamilton  
CITY CLERK, CITY OF ATHENS, ALABAMA

Councilmember Wales moved that unanimous consent be given for immediate consideration of and action on said ordinance, which motion was seconded by Councilmember Gill, and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Wales, Gill, Marks and Caudle; NAYS: None. The President thereupon declared that the motion for unanimous consent for immediate consideration of and action on the said ordinance had been unanimously carried. Councilmember Marks thereupon moved that the ordinance be finally adopted, which motion was seconded by Councilmember Gill and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Wales, Gill, Marks and Caudle; NAYS: None. The President thereupon announced that the motion for the adoption of the said ordinance had been unanimously carried.

**Councilman Marks introduced the following resolution:**

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, to accept the low responsible bid from Stop Heart Attack to furnish Athens Fire and Rescue with Automatic External Defibrillators (AED).

The motion was seconded by Councilman Wales and was unanimously carried.

**Councilman Marks introduced the following resolution:**

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, to accept the low responsible bid from Sunbelt Fire to furnish Athens Fire and Rescue a Custom Class A Pumper Apparatus with all equipment specified.

The motion was seconded by Councilman Wales and was unanimously carried.

**Councilman Marks introduced the following resolution:**

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, to accept the low responsible bid from NAFECO, Inc. to furnish Athens Fire and Rescue with a Test Bench.

The motion was seconded by Councilman Wales and was unanimously carried.

**Councilman Marks introduced the following resolution:**

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF ATHENS, ALABAMA, to adopt the attached revised job descriptions for the following positions for the Police Department:

- Relief Dispatcher and Parking Enforcement Officer, Grade 6 (Job description dated 12/10/07)
- Dispatcher, Grade 7 (Job description dated 12/10/07)

All previous job descriptions for this position are obsolete and where a discrepancy exists between the new job description and the old job description, the new job description will supercede the old job description.

ADOPTED and APPROVED this, the 10<sup>th</sup> day of December, 2007.

/s/ John M. Crutcher  
PRESIDENT, CITY COUNCIL,  
CITY OF ATHENS, ALABAMA

/s/ Dan Williams  
MAYOR, CITY OF ATHENS, ALABAMA

ATTEST:

/s/ John S. Hamilton  
CITY CLERK, CITY OF ATHENS, ALABAMA

The motion was seconded by Councilman Wales and was unanimously carried.

**Councilman Marks introduced the following ordinance:**

STATE OF ALABAMA,  
LIMESTONE COUNTY,  
CITY OF ATHENS.

ORDINANCE NUMBER 2007-1670

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, that Ordinance Number 888, establishing a classification list and pay plan for unclassified employees, be hereby amended as follows:

1. Add the following job titles for the Police Department:

- Relief Dispatcher and Parking Enforcement Officer, Grade 6

2. Delete the following job titles for the Police Department:

- Parking Control/School Crossing Guard, Grade 5

All previous job titles for these positions are obsolete and where a discrepancy exists between the new job title and the old job title, the new job title will supercede the old job title.

ADOPTED and APPROVED this, the 10th day of December, 2007.

/s/ John M. Crutcher  
PRESIDENT, CITY COUNCIL,  
CITY OF ATHENS, ALABAMA

/s/ Dan Williams  
MAYOR, CITY OF ATHENS, ALABAMA

ATTEST:

/s/ John S. Hamilton  
CITY CLERK, CITY OF ATHENS, ALABAMA

Councilmember Gill moved that unanimous consent be given for immediate consideration of and action on said ordinance, which motion was seconded by Councilmember Wales, and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Wales, Gill, Marks and Caudle; NAYS: None. The President thereupon declared that the motion for unanimous consent for immediate consideration of and action on the said ordinance had been unanimously carried. Councilmember Marks thereupon moved that the ordinance be finally adopted, which motion was seconded by Councilmember Gill and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Wales, Gill, Marks and Caudle; NAYS: None. The President thereupon announced that the motion for the adoption of the said ordinance had been unanimously carried.

**Councilman Marks introduced the following resolution:**

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF ATHENS, ALABAMA, to purchase a live scan fingerprint system from Cross Match Technologies for \$21,713.00 for the Police Department.

The motion was seconded by Councilman Gill and was unanimously carried.

**Councilman Marks introduced the following resolution:**

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF ATHENS, ALABAMA, to accept Decatur Electronic Communication's proposal to upgrade dispatch radio console for the Police Department for \$29,701.

The motion was seconded by Councilman Gill and was unanimously carried.

**Councilman Gill introduced the following resolution:**

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF ATHENS, ALABAMA, to approve the final results of the FY 2007 Gas Department budget and spread the same on the minutes.

FINAL RESULTS FY 2007 GAS DEPARTMENT

REVENUES:

Metered Sales	\$ 11,436,709.00
Other Revenues	\$ 174,312.00
Reserve Funds	\$ -
Cost Reimbursed by Revenue Funds	\$ 183,837.00
Training Facility (Leak City)	\$ 78,615.00
Aid to Construction	\$ 87,423.00
TOTALS	\$ 11,960,896.00

EXPENSES:

Salaries and Fringes	\$ 1,342,368.00
Purchased Gas	\$ 6,251,659.00
Distribution System Operation & Maintenance	\$ 599,974.00
Administrative	\$ 235,525.00
Customer Accounting and Billing	\$ 33,508.00
Vehicle and Equipment Operation & Maint	\$ 107,160.00
ILO Taxes	\$ 797,932.00
2005 Revenue Warrant Debt Service	\$ 241,351.00
2007 Revenue Warrant Debt Service	\$ 427,738.00
General Fund Salaries and Expenses	\$ 37,704.00
Capital Expenditures	\$ 749,443.00
Construction Materials & Capitalized Equip Repair	\$ 470,317.00
Construction Materials (Reimb by Rev Warrants)	\$ 183,837.00
Other Capital (Equip, tools, etc)	\$ 95,289.00
	\$ 10,824,362.00

Totals:

Net Proposed

Budget:	\$ 1,136,535.00
Expenditures less Gas & ILO Tax	\$ 3,774,772.00
Construction Costs (Reimb by Revenue Warrants)	\$ 183,837.00
Debt Service Cost:	\$ 699,089.00
Expenditures less Gas, ILO Tax, Bond Const. & Debt Service	\$ 2,921,845.00

ILO Tax	\$	797,932.00
Expenditures less Gas	\$	4,572,703.00

The motion was seconded by Councilman Wales and was unanimously carried.

**Councilman Marks introduced the following resolution:**

RESOLUTION NUMBER 2007-1037

WHEREAS, the City of Athens, Alabama has been awarded Community Development Block Grant (CDBG) funds from the Alabama Department of Economic and Community Affairs (ADECA), and

WHEREAS, implementation of any CDBG project requires the City of Athens to comply with all regulations in accordance with the Housing and Community Development Act of 1974, as amended, along with associated programmatic guidelines as adopted by ADECA, and

WHEREAS, one such requirement is that the City of Athens implement said CDBG program(s) in accordance with written purchasing/procurement policies and a code of ethics.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Athens, Alabama as follows:

SECTION 1. The purchasing/procurement policies and code of ethics are adopted for use with any and all CDBG projects implemented by the City. A copy of the Code of Ethics will be on file in the office of the City Clerk and Public Works Department.

SECTION 2. That the Alabama State Bid Law and the Public Works Bid Law be followed, in conjunction with the Federal Common Rule (as adopted by ADECA).

SECTION 3. That said policies are hereby adopted by the City of Athens for the purpose of implementation of current CDBG projects, and will remain in effect for that purpose and future CDBG projects, until said policies are otherwise amended.

PASSED, ADOPTED AND APPROVED this 10th day of December, 2007.

/s/ John M. Crutcher  
PRESIDENT, CITY COUNCIL,  
CITY OF ATHENS, ALABAMA

/s/ Dan Williams  
MAYOR, CITY OF ATHENS, ALABAMA

ATTEST:

/s/ John S. Hamilton  
CITY CLERK, CITY OF ATHENS, ALABAMA

The motion was seconded by Councilman Wales and was unanimously carried.

**Councilman Wales introduced the following resolution:**

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF ATHENS, ALABAMA, to approve the following applicant for its "Retail Table Wine for On and Off Premises Consumption" alcohol license, in the City of

Athens, based on the recommendation of the Alcohol Review Committee. It is of our opinion that the business has met all of the requirements of the City of Athens' alcohol ordinance and in particular, the recent alcohol ordinance amendment that addresses a "Merchandise Store with Incidental Table Wine Sales."

1. Diesel & Lola  
113 South Marion Street  
Lana Boyer, owner

The motion was seconded by Councilman Marks and was unanimously carried.

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There being no further business to come before the meeting, the same was, upon motion by Councilman Marks and second by Councilman Wales, duly and properly adjourned.

/s/ John M. Crutcher  
PRESIDENT, CITY COUNCIL

ATTEST:

/s/ John S. Hamilton  
CITY CLERK

