

PAGE ONE

**STATE OF ALABAMA
COUNTY OF COVINGTON**

**ANDALUSIA CITY HALL
ANDALUSIA, ALABAMA
NOVEMBER 1, 2011**

REGULAR WORK SESSION MEETING

PRESENT:

Earl V. Johnson, Mayor
Will Sconiers, Councilmember
Kennith C. Mount, Councilmember
Hazel Griffin, Councilmember
Terry Powell, Councilmember

ABSENT:

Jason Jewell, Councilmember
Mark Christensen, City Attorney

The City Council of the City of Andalusia, Alabama, met in room 340 at city hall for a work session at 5:30 p.m. for the purpose of planning and finalizing the agenda.

REGULAR COUNCIL MEETING

PRESENT:

Earl V. Johnson, Mayor
Will Sconiers, Councilmember
Kennith C. Mount, Councilmember
Hazel Griffin, Councilmember
Terry Powell, Councilmember

ABSENT:

Jason Jewell, Councilmember
Mark Christensen, City Attorney

PAGE TWO

Mayor Johnson called the meeting to order and welcomed all. Councilmember Sconiers led the prayer and Pledge of Allegiance to the flag.

APPROVAL OF MINUTES:

Mayor Johnson presented the minutes from the October 18, 2011, regular meeting and the October 24, 2011 special meeting. Councilmember Powell moved to approve the minutes. Councilmember Mount seconded the motion which passed unanimously.

COUNCIL APPROVES ORDINANCE NO. 2011 – 11, REZONING REAL PROPERTY ON MARTIN LUTHER KING, JR. EXPRESSWAY AT ELM STREET:

Mayor Johnson presented Ordinance No. 2011 – 11.

**CITY OF ANDALUSIA
ANDALUSIA, ALABAMA**

ORDINANCE NO. 2011 – 11

BE IT ORDAINED by the City Council of the City of Andalusia, Alabama as follows:

Section I. That the Zoning Ordinance of the City of Andalusia, Alabama, as adopted on November 2, 2007, be and the same hereby is amended as follows:

(a) The following described lots or parcels of land presently zoned **M-1** is hereby reclassified and rezoned as **B-3** property as that classification is described and fixed in the existing Zoning Ordinance of the City of Andalusia, Alabama, on file in the office of the City Clerk of Andalusia:

A parcel of land in the East half of the Northwest quarter, of the Section 16, Township 4 North, Range 16 East, being that property described in a deed to City of Andalusia, recorded in Deed Book No. 746, Page 109 of the real property records of Covington County, Alabama. Said parcel of land being more particularly described as follows:

Beginning at a 5/8" rebar found at the intersection of the southerly right of way of Dr. Martin Luther King Jr. Expressway (aka US Hwy 84, Al Hwy 12 & J 00 and Bypass Road) having a 130' right of way and the westerly right of way of Elm Street having a 50' right of way, Thence run along said westerly right of way and run South 00 degrees 05 minutes 32 seconds East a distance of 427.58 feet to a 5/8" rebar found and the intersection of said westerly right of way and the northerly right of way of East Pass Street having a 60' right of way; Thence run along said northerly right of way North 89 degrees 11 minutes 20 seconds West a distance of 720.39 feet to a 5/8" rebar found at the corner of the property now or formerly belonging to Sheridan Brian and Gerry Blake Earnest; Thence run along said property North 10 degrees 46 minutes 33 seconds West a distance of 141.21 feet to a 5/8" rebar found; Thence continue North 81 degrees 25 minutes 33 seconds West a distance of 216.10 feet to a 5/8" rebar found on the easterly right of way of Antioch Road; Thence run along said easterly right of way North 15 degrees 59 minutes 13 seconds East a distance of 154.69 feet to a 5/8" rebar found at the mitered intersection of said easterly right of way with said southerly right of

PAGE THREE

way of Dr. Martin Luther King Jr. Expressway (aka US Hwy 84, Al Hwy 12 & 100 and Bypass Road); Thence run along said miter South 89 degrees 55 minutes 34 seconds East a distance of 12.01 feet to a 5/8" rebar found; Thence continue along said miter North 49 degrees 32 minutes 18 seconds East a distance of 151.97 feet to a 5/8" rebar found on said southerly right of way; Thence run along said southerly right of way South 89 degrees 56 minutes 10 seconds East a distance of 789.47 feet to a 5/8" rebar found and the Point of Beginning.

Said tract or parcel to contain 8.166 Acres.

Section II. This Amending Ordinance is adopted upon recommendation of the Planning Commission of the City of Andalusia, Alabama.

Section III. In all other respects said Zoning Ordinance of the City of Andalusia, Alabama, shall remain in full force and effect, and shall remain unchanged except as set forth in this Amending Ordinance.

ADOPTED AND APPROVED this 1st day of November, 2011.

THE CITY OF ANDALUSIA, ALABAMA

BY: _____
Earl V. Johnson, Mayor

ATTEST:

John M. Thompson, City Clerk - Treasurer

Councilmember Griffin moved to approve Ordinance No. 2011 – 11. Councilmember Sconiers seconded the motion which passed unanimously.

COUNCIL APPROVES ORDINANCE NO. 2011 – 12, REZONING REAL PROPERTY OWNED BY THE CITY OF ANDALUSIA, KNOWN AS THE SNEAD KENNEDY PROPERTY:

Mayor Johnson presented Ordinance No. 2011 – 12.

**CITY OF ANDALUSIA
ANDALUSIA, ALABAMA**

ORDINANCE NO. 2011 – 12

BE IT ORDAINED by the City Council of the City of Andalusia, Alabama as follows:

PAGE FOUR

Section I. That the Zoning Ordinance of the City of Andalusia, Alabama, as adopted on November 2, 2007, be and the same hereby is amended as follows:

(a) The following described lots or parcels of land presently zoned **R-1/R-2** is hereby reclassified and rezoned as **M-2** property as that classification is described and fixed in the existing Zoning Ordinance of the City of Andalusia, Alabama, on file in the office of the City Clerk of Andalusia:

A parcel of land located in the Northwest Quarter of the Southeast Quarter of Section 8, Township 4 North, Range 16 East and being more particularly described as follows; COMMENCE at a found capped pin [CA06731) locally accepted as the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 8; thence run North 00 degrees 15 minutes 58 seconds West for a distance of 505.34 feet to a set 2" pipe and cap and the POINT OF BEGINNING, thence continue North 00 degrees 15 minutes 58 seconds West for a distance of 460.40 feet to a found pin; thence run South 87 degrees 26 minutes 42 seconds East for a distance of 1126.95 feet to a found capped pin; thence run South 00 degrees 42 minutes 39 seconds East for a distance of 209.20 feet to a set 2" pipe and cap; thence run North 89 degrees 50 minutes 42 seconds East for a distance of 190.00 feet to a found pin; thence run South 00 degrees 04 minutes 48 seconds East for a distance of 99.97 feet to a found pin; thence run South 00 degrees 00 minutes 06 seconds West for a distance of 99.71 feet to a found pin; thence run South 89 degrees 55 minutes 16 seconds West for a distance of 189.94 feet to a found pin; thence continue South 89 degrees 55 minutes 16 seconds West for a distance of 1126.46 feet to the POINT OF BEGINNING, lying in and being a part of the Northwest Quarter of the Southeast Quarter of Section 8. Township 4 North, Range 16 East in Andalusia Alabama, and containing 12.11 acres.

A parcel of land located in the Northeast Quarter of the Southwest Quarter of Section 8, Township 4 North, Range 16 East and being more particularly described as follows:

COMMENCE at a found iron pin located at the Southwest corner of the Northeast Quarter of the Southwest Quarter of said Section 8; thence run North 00 degrees 56 minutes 27 seconds East for a distance of 54.87 feet to a found concrete marker; thence run North 00 degrees 56 minutes 47 seconds East on the East line of the Northwest Quarter of the Southwest Quarter for a distance of 1197.63 feet to a set 2" pipe and cap and the POINT OF BEGINNING, thence continue North 00 degrees 56 minutes 47 seconds East on said Quarter line for a distance of 100.00 feet to a found iron pin located at the Southwest corner of the Southeast Quarter of the Northwest Quarter of Section 8; thence run South 89 degrees 06 minutes 00 seconds East on the North line of the Northeast Quarter of the Southwest Quarter of Section 8 for a distance of 833.94 feet to a set 2" pipe and cap on a curve concave southwesterly having a radius of 500.00 feet; [C.B.= South 65 degrees 47 minutes 50 seconds East Ch=474.71 feet;) thence run on said curved boundary for a distance of 488.05 feet to a set 2" pipe and cap; thence run South 00 degrees 15 minutes 58 seconds East for a distance of 173.88 feet to a found iron pin located on a curve concave southwesterly having a radius of 500.00 feet; (C.B.= North 58 degrees 20 minutes 10 seconds West; Ch=511.50 feet;) thence run on said curved boundary for a distance of 536.93 feet to a set 2" pipe and cap; thence run North 89 degrees 06 minutes 00 seconds West for a distance of 834.02 feet to the POINT OF BEGINNING, lying in the Northeast Quarter of the Southwest Quarter of Section 8; Township 4 North, Range 16 East in Covington County, Alabama and containing 3.17 acres.

PAGE FIVE

Section II. This Amending Ordinance is adopted upon recommendation of the Planning Commission of the City of Andalusia, Alabama.

Section III. In all other respects said Zoning Ordinance of the City of Andalusia, Alabama, shall remain in full force and effect, and shall remain unchanged except as set forth in this Amending Ordinance.

ADOPTED AND APPROVED this 1st day of November, 2011.

THE CITY OF ANDALUSIA, ALABAMA

BY: _____
Earl V. Johnson, Mayor

ATTEST:

John M. Thompson, City Clerk - Treasurer

Councilmember Powell moved to approve Ordinance No. 2011 – 12. Councilmember Mount seconded the motion which passed unanimously.

COUNCIL APPROVES ORDINANCE NO. 2011 – 13, REZONING REAL PROPERTY ON BAISDEN STREET:

Mayor Johnson presented Ordinance No. 2011 – 13.

**CITY OF ANDALUSIA
ANDALUSIA, ALABAMA**

ORDINANCE NO. 2011 – 13

BE IT ORDAINED by the City Council of the City of Andalusia, Alabama as follows:

Section I. That the Zoning Ordinance of the City of Andalusia, Alabama, as adopted on November 2, 2007, be and the same hereby is amended as follows:

PAGE SIX

(a) The following described lots or parcels of land presently zoned **B-2/R-2** is hereby reclassified and rezoned as **B-2** property as that classification is described and fixed in the existing Zoning Ordinance of the City of Andalusia, Alabama, on file in the office of the City Clerk of Andalusia:

That certain lot or parcel of land in the Town of Andalusia, Alabama, known as the Rebecca Smith lot and on which she lived at the time of her death, described as follows: Beginning on the East side of the Street running between the T. E. Baisden residence and said Smith lot where said Smith lot joins the West side of Alabama and Florida (now Louisville and Nashville) right-of-way, and running thence along the East side of said Baisden Street 310 feet; thence East 240 feet; thence North 55 feet to said Alabama and Florida (now Louisville and Nashville) railroad right-of-way; thence in a Northwesterly direction along the West side of said right-of-way to starting point.

LESS AND EXCEPT a lot in the SW corner fronting 62 feet on Baisden Street and running East 103 feet.

Commencing at the Southwest corner of the Leontine Stinson lot and the Northwest corner of the W. A. Turner lot in the East margin of Baisden Street in the City of Andalusia, Alabama; thence run East along an old fence marking the North line of the W. A. Turner lot a distance of 263.0 feet to a point marked by an iron pin and the point of beginning of the herein described lot or parcel of land; thence run South 2 degrees and 30 minutes East a distance of 200.0 feet to a point marked by an iron pin set in an old fence; thence run Southeasterly along an old fence a distance of 14.5 feet to a point marked by an iron pin; thence run North 51 degrees and no minutes East along an old fence a distance of 255.6 feet to a point marked by an iron pin; thence run Northwesterly along the West margin of the L and N Railroad right-of-way a distance of 186.5 feet to a point marked by an iron pin; thence run South 18 degrees and 50 minutes West along a fence a distance of 56.0 feet to a point marked by an iron pin; thence run South 84 degrees and 45 minutes West a distance of 41.5 feet along a fence to the point of beginning. The above described parcel of land lying and being in the City of Andalusia, Alabama.

Section II. This Amending Ordinance is adopted upon recommendation of the Planning Commission of the City of Andalusia, Alabama.

Section III. In all other respects said Zoning Ordinance of the City of Andalusia, Alabama, shall remain in full force and effect, and shall remain unchanged except as set forth in this Amending Ordinance.

ADOPTED AND APPROVED this 1st day of November, 2011.

THE CITY OF ANDALUSIA, ALABAMA

BY: _____
Earl V. Johnson, Mayor

ATTEST:

John M. Thompson, City Clerk - Treasurer

PAGE SEVEN

Councilmember Mount moved to approve Ordinance No. 2011 – 13. Councilmember Griffin seconded the motion which passed unanimously.

COUNCIL APPROVES ORDINANCE NO. 2011 – 14, AUTHORIZING ISSUANCE OF GENERAL OBLIGATION BONDS, 2011 SERIES A AND B:

Mayor Johnson presented Ordinance No. 2011 – 14.

**THE CITY OF ANDALUSIA
ANDALUSIA, ALABAMA**

ORDINANCE NO. 2011 – 14

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$16,000,000
PRINCIPAL AMOUNT OF GENERAL OBLIGATION WARRANTS, SERIES 2011-A**

And

**NOT EXCEEDING \$2,000,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION
WARRANTS, TAXABLE SERIES 2011-B**

**Adopted by
the City Council of the
City of Andalusia**

on

November 1, 2011

PAGE EIGHT

TABLE OF CONTENTS

	PAGE
ARTICLE 1	
Definitions	
SECTION 1.01 Definitions and Use of Phrases	1
ARTICLE 2	
REPRESENTATIONS AND WARRANTIES	
SECTION 2.01 Findings, Representations and Warranties	4
ARTICLE 3	
The Warrants	
SECTION 3.01 Authorization of Warrants	5
SECTION 3.02 Amount and Terms.....	5
SECTION 3.03 Form of Warrants.....	7
SECTION 3.04 Execution, Registration and Authentication	17
SECTION 3.05 Temporary Warrants	17
SECTION 3.06 Registration, Transfer and Exchange	18
SECTION 3.07 Mutilated, Destroyed, Lost and Stolen Warrants	19
SECTION 3.08 Payment of Interest on Warrants; Interest Rights Preserved.....	19
SECTION 3.09 Persons Deemed Owners	20
SECTION 3.10 Paying Agent.....	21
SECTION 3.11 Payments Due on a Day Other than a Business Day	21

PAGE NINE

SECTION 3.12 Cancellation 21
SECTION 3.13 Book-Entry Only System; Payment Provisions 21

ARTICLE 4

Redemption of Warrants

SECTION 4.01 General Applicability of Article 23
SECTION 4.02 Election to Redeem; Notice to Paying Agent 23
SECTION 4.03 Selection by Paying Agent of Warrants to be Redeemed 23
SECTION 4.04 Notice of Redemption 24
SECTION 4.05 Deposit of Redemption Price 25
SECTION 4.06 Warrants Payable on Redemption Date.....25
SECTION 4.07 Warrants Redeemed in ParT..... 25

ARTICLE 5

Source of Payment

SECTION 5.01 General Obligation..... 26
SECTION 5.02 Provision for Payment of Warrants..... 26

ARTICLE 6

The Warrant Funds

SECTION 6.01 The Warrant Funds..... 27
SECTION 6.02 Transfer of Funds 27
SECTION 6.03 Security for Warrant Funds..... 28

PAGE TEN

SECTION 6.04 Investment of Warrant Funds..... 28

ARTICLE 7

Sale and Delivery of Warrants

SECTION 7.01 Sale of Warrants..... 29
SECTION 7.02 Official Statement and Closing Papers 29
SECTION 7.03 Application of Proceeds 30

ARTICLE 8

Miscellaneous

SECTION 8.01 Amendment of Description of Uses of Warrant Proceeds 30
SECTION 8.02 Tax Certificate and Agreement 31
SECTION 8.03 Agreement to Pay Attorneys' Fees 31
SECTION 8.04 Economic Incentives.. 31
SECTION 8.05 Refunding of Series 2002 Warrants; Approval of Escrow Agreement 31
SECTION 8.06 Provisions of Ordinance a Contract 31
SECTION 8.07 Separability Clause 31
SECTION 8.08 Notices to Warrantholders; Waiver..... 31
SECTION 8.09 Repeal of Conflicting Provisions 32
SECTION 8.10 Effect of Headings and Table of Contents 32
SECTION 8.11 The Bond Insurance Policy; Payments Under the Policy 32
SECTION 8.12 Effective Date.....

PAGE ELEVEN

EXHIBIT A - DTC Letter of Representations.

ORDINANCE NO. 2011 – 14

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$16,000,000
PRINCIPAL AMOUNT OF GENERAL OBLIGATION WARRANTS, SERIES 2011-A**

And

**NOT EXCEEDING \$2,000,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION
WARRANTS, TAXABLE SERIES 2011-B**

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

ARTICLE 1

Definitions

SECTION 1.01 DEFINITIONS AND USE OF PHRASES

For all purposes of this ordinance, except as otherwise expressly provided or unless the context otherwise requires:

(a) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular, and vice versa.

(b) The terms “herein”, “hereof” and “hereunder” and other words of similar import refer to this ordinance as a whole and not to any particular Article, Section or other subdivision.

“Bond Insurance Policy” shall mean the municipal bond insurance policy issued by the Bond Insurer and insuring payment when due of the principal of and interest on the Warrants.

“Bond Insurer” shall mean Assured Guaranty Municipal Corp., a Maryland-domiciled insurance company.

“Business Day” shall mean any day other than a Saturday, a Sunday or a day on which either (i) banking institutions in the city where the Principal Office of the Paying Agent is located or (ii) the Federal Reserve is required or authorized to close.

“City” shall mean the City of Andalusia, a municipal corporation organized under the laws of the State of Alabama.

PAGE TWELVE

“City Council” shall mean the City Council of the City of Andalusia, Alabama.

“Debt Service” shall mean the principal, premium (if any) and interest payable on the Warrants.

“Defaulted Interest” shall have the meaning stated in Section 3.08.

“Enabling Law” shall mean Section 11-47-2 of the Code of Alabama 1975, as amended.

“Federal Securities” shall mean direct obligations of, or obligations the payment of which is guaranteed by, the United States of America.

“Holder” when used with respect to any Warrant shall mean the person in whose name such Warrant is registered in the Warrant Register.

“Improvements” shall mean the facilities or property to be acquired, constructed or equipped with a portion of the proceeds of the Warrants, more particularly described in Section 2.01, as amended from time to time pursuant to Section 8.01.

“Interest Payment Date”, when used with respect to any installment of interest on a Warrant, shall mean the date specified in such Warrant as the fixed date on which such installment of interest is due and payable.

“Internal Revenue Code” shall mean the Internal Revenue Code of 1986, as amended.

“Opinion of Counsel” shall mean a written opinion of counsel acceptable to the Paying Agent.

“Original Purchaser” shall mean the original purchaser of the Warrants from the City identified in Section 7.01.

“Outstanding” when used with respect to Warrants shall mean, as of the date of determination, all Warrants authenticated and delivered under this ordinance, except:

(i) Warrants cancelled by the Paying Agent or delivered to the Paying Agent for cancellation,

(ii) Warrants for whose payment or redemption money in the necessary amount has been deposited with the Paying Agent for the Holders of such Warrants, provided that, if such Warrants are to be redeemed, notice of such redemption has been duly given pursuant to this ordinance or provision therefor satisfactory to the Paying Agent has been made; and

(iii) Warrants in exchange for or in lieu of which other Warrants have been registered and delivered under this ordinance.

“Paying Agent” shall mean the agent of the City appointed as such pursuant to Section 3.10 for the purpose of paying Debt Service on the Warrants.

“Post-Default Rate” shall mean the respective rates borne by the Warrants. Interest at the Post-Default Rate shall be computed on the basis of an assumed year of 360 days with 12 months with 30 days each.

PAGE THIRTEEN

“Principal Office of the Paying Agent” shall mean the office where the Paying Agent maintains its corporate trust office in Mobile, Alabama, or such other office as shall be designated by the Paying Agent by written notice to the City and the Holders of the Warrants.

“Principal Payment Date”, when used with respect to any Warrant, shall mean the date specified in such Warrant as the fixed date on which the principal of such Warrant is due and payable.

“Qualified Investments” shall mean:

(a) Federal Securities.

(b) An interest in any trust or fund that invests solely in Federal Securities or repurchase agreements with respect to Federal Securities.

(c) A certificate of deposit issued by, or other interest-bearing deposit with, any bank organized under the laws of the United States of America or any state thereof (including without limitation the Trustee), provided that (1) long-term deposits with such bank are rated by Moody’s or S & P in one of the three highest rating categories, or (2) such deposit is collaterally secured by the issuing bank by pledging Federal Securities having a market value (exclusive of accrued interest) not less than the face amount of such certificate less the amount of such deposit insured by the Federal Deposit Insurance Corporation.

(d) A repurchase agreement with respect to Federal Securities, provided that the Federal Securities subject to such repurchase agreement are held by or under the control of the Trustee pursuant to a perfected security interest free and clear of third-party liens.

“Regular Record Date” for the interest payable on any Interest Payment Date on the Warrants shall mean the date specified in Section 3.08.

“Series 2002 Warrants” or “Refunded Warrants” shall mean the City’s General Obligation Warrants, Series 2002, now outstanding in the aggregate principal amount of \$5,655,000, being refunded with a portion of the proceeds of the Warrants.

“Series 2011 Warrants” or “Warrants” shall mean the Series 2011-A Warrants and the Series 2011-B Warrants authorized to be issued hereunder.

“Series 2011-A Warrants” shall mean the City’s General Obligation Warrants, Series 2011-A authorized to be issued hereunder.

“Series 2011-B Warrants” shall mean the City’s General Obligation Warrants, Taxable Series 2011-B authorized to be issued hereunder.

“Special Record Date” for the payment of any Defaulted Interest on Warrants shall mean the date fixed by the Paying Agent pursuant to Section 3.08.

“Tax Certificate and Agreement” shall mean the No-Arbitrage Certificate executed and delivered by the City in connection with the delivery of the Warrants.

“Warrant” shall mean any Warrant authenticated and delivered pursuant to this ordinance.

PAGE FOURTEEN

“**Warrant Funds**” shall mean the funds established pursuant to Section 6.01.

“**Warrant Holder,**” when used with respect to any Warrant, shall mean the person in whose name such Warrant is registered in the Warrant Register.

“**Warrant Payment Date**” shall mean the date specified in the Warrants (including any date fixed for redemption of Warrants) on which Debt Service is payable.

“**Warrant Register**” shall mean the register or registers for the registration and transfer of Warrants maintained by the City pursuant to Section 3.06.

ARTICLE 2

Representations and Warranties

SECTION 2.01 Findings, Representations and Warranties

The City makes the following findings, representations and warranties as the basis for the undertakings on its part herein contained:

(a) It is necessary and in the public interest for the City to (i) undertake certain public works projects, which shall include road construction and repair and the construction of certain school improvements (together, herein called the “Improvements”), (ii) refund certain bank loans, and (iv) pay the costs of issuing the Series 2011 Warrants, and (v) issue the Warrants herein authorized for such purposes.

(b) Immediately after the issuance of the Warrants the total indebtedness of the City chargeable against the debt limitation for the City prescribed by the Constitution of the State of Alabama will not be more than 20 % of the assessed valuation of taxable property within the corporate limits of the City for the last fiscal year (ended September 30, 2011).

ARTICLE 3

The Warrants

SECTION 3.01 Authorization of Warrants

Pursuant to the authority to do so contained in the applicable provisions of the constitution and laws of Alabama, including particularly the Enabling Law, there is hereby authorized to be issued two separate series of warrants entitled “General Obligation Warrants, Series 2011-A” and “General Obligation Warrants, Taxable Series 2011-B” (herein collectively called the “Warrants”). The Warrants shall be issued for the purposes specified in Article 2.

SECTION 3.02 Amount and Terms

(a) The aggregate principal amount of the Series 2011-A Warrants which may be authenticated and delivered and Outstanding is limited to an amount not exceeding \$16,000,000. The aggregate

PAGE FIFTEEN

principal amount of the Series 2011-B Warrants which may be authenticated and delivered and Outstanding is limited to an amount not exceeding \$2,000,000. The precise amount will be as set forth in a Confirmation Certificate executed by the Mayor of the City. The execution of the Confirmation Certificate by the Mayor is hereby authorized.

(b) The Warrants shall be issuable as fully registered bonds without coupons in the principal amounts specified in subsection (c) below. Each series of the Warrants shall be numbered from 1 upward.

(c) The Warrants shall be issued in denominations of \$5,000 or any multiple thereof. Each Warrant shall have a single principal maturity and shall mature on November 1 in the years and principal amounts (each such maturity date being herein called a "Principal Payment Date") as set forth in the Confirmation Certificate. All Warrants with the same maturity shall bear interest at the same rate. The principal amount of Warrants maturing on each Principal Payment Date and the applicable rate of interest for the Warrants of each such maturity will be as set forth below:

(d) The Warrants shall be dated November 1, 2011 and shall bear interest from such date, or the most recent date to which interest has been paid or duly provided for, until the principal thereof shall become due and payable, at the applicable rate per annum set forth above. Interest on the Warrants shall be payable on May 1 and November 1 in each year, beginning May 1, 2012 (each such date being herein called an "Interest Payment Date"), and shall be computed on the basis of a 360-day year with 12 months of 30 days each. Interest on overdue principal and premium and (to the extent legally enforceable) on any overdue installment of interest on the Warrants shall be payable at the Post-Default Rate.

(e) Payment of interest on the Warrants for which payment is due, and punctually paid or duly provided for, on any Interest Payment Date shall be made by check or draft mailed by the Paying Agent to the persons entitled thereto at their addresses appearing in the Warrant Register. Such payments of interest shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date). Payment of the principal of (and premium, if any, on) the Warrants and payment of accrued interest on the Warrants due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender thereof at the Principal Office of the Paying Agent.

(f) Subsection (e) of this Section to the contrary notwithstanding, upon the written request of the Holder of any Warrant in a principal amount of not less than \$1,000,000, the Paying Agent will make payment of the Debt Service due on such Warrant on any Warrant Payment Date by wire transfer to an account of such Holder maintained at a bank in the continental United States or by any other method providing for payment in same-day funds that is acceptable to the Paying Agent, provided that:

(i) such written request contains adequate instructions for the method of payment, and

(ii) payment of the principal of (and redemption premium, if any, on) such Warrant and payment of accrued interest on such Warrant due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender of such Warrant to the Paying Agent.

SECTION 3.03 Form of Warrant

The Warrants and the authentication certificates shall be substantially in the following form, with

PAGE SIXTEEN

such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this ordinance:

[Form of Series 2011-A Warrant]

Unless this Warrant is presented by an authorized representative of The Depository Trust Companies, a New York corporation (“DTC”), to the City or its agent for registration of transfer, exchange, or payment, and any Warrant issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge, or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Assured Guaranty Municipal Corp. (“AGM”), a Maryland-domiciled insurance company, has delivered its financial guaranty insurance policy (the “Policy”) with respect to the scheduled payments of principal of and interest on this Warrant to Regions Bank, as paying agent on behalf of the holders of the Series 2011-A Warrants (the “Paying Agent”). Such Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Warrant acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.

City of Andalusia

General Obligation Warrants, Series 2011-A

\$

No.

Maturity Date:

Interest Rate:

CUSIP:

THE CITY OF ANDALUSIA, a municipal corporation organized under the laws of the State of Alabama (the “City”), for value received, hereby acknowledges that it is indebted in the principal sum of and hereby directs its Treasurer to pay (but solely out of the Warrant Fund referred to below) such principal sum to

CEDE & CO.

or registered assigns, on the maturity date specified above and to pay (but solely out of the Warrant Fund) interest on such principal sum from the date hereof, or the most recent date to which interest has been paid or duly provided for, until such principal sum shall become due and payable, at the per annum rate of

PAGE SEVENTEEN

interest specified above. Interest shall be payable on May 1 and November 1 in each year, beginning May 1, 2012 (each such date being herein called an "Interest Payment Date"), and shall be computed on the basis of a 360-day year with 12 months of 30 days each. Interest shall be payable on overdue principal (and premium, if any) on this warrant and (to the extent legally enforceable) on any overdue installment of interest on this warrant at the Post-Default Rate specified in the Warrant Ordinance referred to below.

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will be paid to the person in whose name this warrant is registered at the close of business on the Regular Record Date for such interest, which shall be the 15th day (whether or not a Business Day) next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered Holder on such Regular Record Date and shall be paid to the person in whose name this warrant is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Paying Agent, notice of such Special Record Date being given to Holders of the Warrants not less than 10 days prior to such Special Record Date.

Payment of interest on this warrant due on each Interest Payment Date shall be made by check or draft mailed by the Paying Agent to the person entitled thereto at his address appearing

in the Warrant Register maintained by the Paying Agent. Such payments of interest shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date). Payment of the principal of (and premium, if any, on) this warrant and payment of accrued interest on this warrant due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender of this warrant at the Principal Office of the Paying Agent. Upon the terms and conditions provided in the Warrant Ordinance, the Holder of any Warrant in a principal amount of not less than \$1,000,000 may request that payment of Debt Service on such Warrant be made by wire transfer to an account of such Holder maintained at a bank in the continental United States or by any other method providing for same-day funds that is acceptable to the Paying Agent. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

This warrant is one of a duly authorized issue of warrants of the City, aggregating \$14,765,000 in principal amount, entitled "General Obligation Warrants, Series 2011-A" (the "Warrants") and issued under and pursuant to an ordinance duly adopted by the governing body of the City (the "Warrant Ordinance") and the constitution and laws of the State of Alabama, including particularly Section 11-47-2 of the Code of Alabama 1975, as amended. Capitalized terms not otherwise defined herein shall have the meanings assigned in the Warrant Ordinance.

The Warrant Ordinance provides that Regions Bank, a state banking corporation with a corporate trust office in the City of Mobile, Alabama, will serve as "Paying Agent" with respect to the Warrants unless and until a successor is appointed pursuant to the terms and conditions of the Warrant Ordinance. For purposes of this warrant and the Warrant Ordinance, the Principal Office of the Paying Agent shall mean the office where the Paying Agent maintains its corporate trust office in Mobile, Alabama, or such other office as shall be designated by the Paying Agent by written notice to the City and the Holders of the Warrants.

The indebtedness evidenced by the Warrants is a general obligation of the City for the payment of

PAGE EIGHTEEN

which the full faith and credit of the City have been irrevocably pledged, pro rata and without preference or priority of one Warrant over another.

Pursuant to the Warrant Ordinance the City has established a special fund for the payment of Debt Service on the Warrants (the "Warrant Fund") that will be held by the Paying Agent. The City has obligated itself to payor cause to be paid into the Warrant Fund from the taxes, revenues or other general funds of the City sums sufficient to provide for the payment of Debt Service on the Warrants as the same becomes due and payable.

In the manner and with the effect provided in the Warrant Ordinance, the Warrants are subject to redemption prior to maturity as follows:

Optional Redemption. The Warrants, or any smaller principal amount of such Warrants that is a multiple of the smallest authorized denomination, may be redeemed at the option of the City on November 1, 20__ or any date thereafter at a redemption price of 100% of the principal amount so redeemed, plus accrued interest to the redemption date.

Mandatory Redemption of 20__ Term Warrants. The Series 2011-A Warrants maturing on November 1, 20__ and bearing an interest rate of ____% (the "20__ Term Warrants") are subject to mandatory redemption, by lot, at a redemption price equal to 100% of the principal amount to be redeemed plus accrued interest thereon to the redemption date, on November 1, 20__ (after credit as provided below).

Year	Amount
20	,000

\$____,000 of the 20__ Term Warrants will be retired at maturity

Not less than 30 or more than 60 days prior to each mandatory redemption date with respect to the Term Warrants, the Paying Agent shall proceed to select for redemption, by lot, Term Warrants or portions thereof in an aggregate principal amount equal to the amount required to be redeemed and shall call such Term Warrants or portions thereof for redemption on such mandatory redemption date. The City may, not less than 60 days prior to any such mandatory redemption date, direct that any or all of the following amounts be credited against the Term Warrants scheduled for redemption on such date: (i) the principal amount of Term Warrants delivered by the City to the Paying Agent for cancellation and not previously claimed as a credit; and (ii) the principal amount of Term Warrants previously redeemed pursuant to the optional redemption provisions of the Warrant Ordinance and not previously claimed as a credit.

Any redemption shall be made upon at least 30 days' notice in the manner and upon the terms and conditions provided in the Warrant Ordinance.

Except in the case of mandatory redemption of Term Warrants, if less than all Warrants Outstanding are to be redeemed, the particular Warrants to be redeemed may be specified by the City by written notice to the Paying Agent, or, in the absence of timely receipt by the Paying Agent of such notice, shall be selected by the Paying Agent by lot or by such other method as the Paying Agent shall deem fair and appropriate; provided, however, that (i) the principal amount of Warrants of each maturity

PAGE NINETEEN

to be redeemed must be a multiple of the smallest authorized denomination of Warrants, and (ii) if less than all Warrants with the same stated maturity and coupon are to be redeemed, the Warrants of such maturity and coupon to be redeemed shall be selected by lot by the Paying Agent.

If a trust is established for payment of less than all Warrants of a particular maturity and coupon, the Warrants of such maturity and coupon to be paid from the trust shall be selected by the Paying Agent by lot within 7 days after such trust is established and shall be identified by a separate CUSIP number or other designation satisfactory to the Paying Agent. The Paying Agent shall notify holders whose Warrants (or portions thereof) have been selected for payment from such trust and shall direct such holders to surrender their Warrants to the Paying Agent in exchange for Warrants with the appropriate designation.

As provided in the Warrant Ordinance and subject to certain limitations set forth therein, this warrant is transferable on the Warrant Register maintained at the Principal Office of the Paying Agent, upon surrender of this warrant for transfer at such office, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the City and the Paying Agent duly executed by, the registered Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Warrants of a like aggregate principal amount, of any authorized denominations and of the same maturity, will be issued to the designated transferee or transferees.

The Warrants are issuable in denominations of \$5,000 or any multiple thereof. As provided in the Warrant Ordinance and subject to certain limitations therein set forth, Warrants are exchangeable for a like aggregate principal amount of Warrants of any authorized denominations and of the same maturity, as requested by the Holder surrendering the same.

No service charge shall be made for any transfer or exchange hereinbefore referred to, but the City may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The City, the Paying Agent and any agent of the City or the Paying Agent may treat the person in whose name this warrant is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this warrant is overdue, and neither the City, the Paying Agent nor any agent shall be affected by notice to the contrary.

The City and the Paying Agent will, to the extent practical under the circumstances, comply with the standards set forth in Securities and Exchange Commission's Exchange Act Release No. 23856 dated December 3, 1986, regarding redemption notices, but failure to do so shall not in any manner defeat the effectiveness of a call for redemption if notice by registered or certified mail is given as required by the Warrant Ordinance.

Upon any partial redemption of a Warrant, such Warrant, except as otherwise permitted by the Warrant Ordinance, shall be surrendered to the Paying Agent in exchange for one or more new Warrants of the same maturity and in authorized form for the unredeemed portion of principal.

Any Warrant (or portion thereof) which is to be redeemed must be surrendered to the Paying Agent for payment of the redemption price. Warrants (or portions thereof) duly called for redemption will cease to bear interest after the redemption date, unless the City defaults in payment of the redemption price.

PAGE TWENTY

It is hereby certified, recited 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 as a claim against the Warrant Fund 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 issuance of this warrant have happened, do exist and have been performed; and that the indebtedness evidenced and ordered paid by this warrant, together with all other indebtedness of the City, is within every debt and other limit prescribed in the constitution and laws of the State of Alabama.

Unless the certificate of authentication hereon has been executed by the Paying Agent by manual signature, this warrant shall not be entitled to any benefit under the Warrant Ordinance or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the City has caused this warrant to be duly executed under its corporate seal.

Dated: November 1, 2011.

CITY OF ANDALUSIA

By _____
Its Mayor

[SEAL]

Attest:

Its City Clerk

[Form of Registration As Claim Against Warrant Fund]

I hereby certify that this warrant has been registered by me as a claim against the Warrant Fund referred to in this warrant.

Treasurer of the City of Andalusia

PAGE TWENTY - ONE

CERTIFICATE OF AUTHENTICATION

This warrant is one of the Warrants issued pursuant to the within-mentioned Warrant Ordinance.

Date of Authentication:

REGIONS BANK,

as Paying Agent

By:

Its Authorized Officer

[Form for Assignment]

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto
this warrant and hereby irrevocably constitute(s) and appoint(s) _____ attorney
to transfer this warrant on the books of the within named City at the office of the within named
Paying Agent, with full power of substitution in the premises.

Dated: _____

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

PAGE TWENTY - TWO

Signature guaranteed:

(Bank, Trust Company or Firm*)

By _____

(Authorized Officer)

Medallion Number: _____

*Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a 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).

[Form of Series 2011-B Warrant]

Unless this Warrant is presented by an authorized representative of The Depository Trust Companies, a New York corporation (“DTC”), to the City or its agent for registration of transfer, exchange, or payment, and any Warrant issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge, or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Assured Guaranty Municipal Corp. (“AGM”), a Maryland-domiciled insurance company, has delivered its financial guaranty insurance policy (the “Policy”) with respect to the scheduled payments of principal of and interest on this Warrant to Regions Bank, as paying agent on behalf of the holders of the Series 2011-B Warrants (the “Paying Agent”). Such Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Warrant acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.

PAGE TWENTY - THREE

City of Andalusia

General Obligation Warrants, Taxable Series 2011-B

\$

No.

Maturity Date:

Interest Rate:

CUSIP:

THE CITY OF ANDALUSIA, a municipal corporation organized under the laws of the State of Alabama (the "City"), for value received, hereby acknowledges that it is indebted in the principal sum of and hereby directs its Treasurer to pay (but solely out of the Warrant Fund referred to below) such principal sum to

CEDE & CO.

or registered assigns, on the maturity date specified above and to pay (but solely out of the Warrant Fund) interest on such principal sum from the date hereof, or the most recent date to which interest has been paid or duly provided for, until such principal sum shall become due and payable, at the per annum rate of interest specified above. Interest shall be payable on May 1 and November 1 in each year, beginning May 1, 2012 (each such date being herein called an "Interest Payment Date"), and shall be computed on the basis of a 360-day year with 12 months of 30 days each. Interest shall be payable on overdue principal (and premium, if any) on this warrant and (to the extent legally enforceable) on any overdue installment of interest on this warrant at the Post-Default Rate specified in the Warrant Ordinance referred to below.

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will be paid to the person in whose name this warrant is registered at the close of business on the Regular Record Date for such interest, which shall be the 15th day (whether or not a Business Day) next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered Holder on such Regular Record Date and shall be paid to the person in whose name this warrant is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Paying Agent, notice of such Special Record Date being given to Holders of the Warrants not less than 10 days prior to such Special Record Date.

Payment of interest on this warrant due on each Interest Payment Date shall be made by check or draft mailed by the Paying Agent to the person entitled thereto at his address appearing

in the Warrant Register maintained by the Paying Agent. Such payments of interest shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date). Payment of the principal of (and premium, if any, on) this warrant and payment of accrued interest on this warrant due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender of this warrant at the Principal Office of the Paying Agent. Upon the terms and conditions provided in the Warrant Ordinance, the Holder of any Warrant in a principal amount of not less than \$1,000,000 may request that payment of Debt Service on such Warrant be made by wire transfer to an account of such Holder maintained at a

PAGE TWENTY - FOUR

bank in the continental United States or by any other method providing for same-day funds that is acceptable to the Paying Agent. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

This warrant is one of a duly authorized issue of warrants of the City, aggregating \$1,155,000 in principal amount, entitled "General Obligation Warrants, Taxable Series 2011-B" (the "Warrants") and issued under and pursuant to an ordinance duly adopted by the governing body of the City (the "Warrant Ordinance") and the constitution and laws of the State of Alabama, including particularly Section 11-47-2 of the Code of Alabama 1975, as amended. Capitalized terms not otherwise defined herein shall have the meanings assigned in the Warrant Ordinance.

The Warrant Ordinance provides that Regions Bank, a state banking corporation with a corporate trust office in the City of Mobile, Alabama, will serve as "Paying Agent" with respect to the Warrants unless and until a successor is appointed pursuant to the terms and conditions of the Warrant Ordinance. For purposes of this warrant and the Warrant Ordinance, the Principal Office of the Paying Agent shall mean the office where the Paying Agent maintains its corporate trust office in Mobile, Alabama, or such other office as shall be designated by the Paying Agent by written notice to the City and the Holders of the Warrants.

The indebtedness evidenced by the Warrants is a general obligation of the City for the payment of which the full faith and credit of the City have been irrevocably pledged, pro rata and without preference or priority of one Warrant over another.

Pursuant to the Warrant Ordinance the City has established a special fund for the payment of Debt Service on the Warrants (the "Warrant Fund") that will be held by the Paying Agent. The City has obligated itself to payor cause to be paid into the Warrant Fund from the taxes, revenues or other general funds of the City sums sufficient to provide for the payment of Debt Service on the Warrants as the same becomes due and payable.

In the manner and with the effect provided in the Warrant Ordinance, the Warrants are subject to redemption prior to maturity as follows:

Optional Redemption. The Warrants, or any smaller principal amount of such Warrants that is a multiple of the smallest authorized denomination, may be redeemed at the option of the City on November 1, 20__ or any date thereafter at a redemption price of 100% of the principal amount so redeemed, plus accrued interest to the redemption date.

Mandatory Redemption of 20__ Term Warrants. The Series 2011-A Warrants maturing on November 1, 20__ and bearing an interest rate of ____% (the "20__ Term Warrants") are subject to mandatory redemption, by lot, at a redemption price equal to 100% of the principal amount to be redeemed plus accrued interest thereon to the redemption date, on November 1, 20__ (after credit as provided below).

Year	Amount
20	,000

\$ ____,000 of the 20__ Term Warrants will be retired at maturity

PAGE TWENTY - FIVE

Not less than 30 or more than 60 days prior to each mandatory redemption date with respect to the Term Warrants, the Paying Agent shall proceed to select for redemption, by lot, Term Warrants or portions thereof in an aggregate principal amount equal to the amount required to be redeemed and shall call such Term Warrants or portions thereof for redemption on such mandatory redemption date. The City may, not less than 60 days prior to any such mandatory redemption date, direct that any or all of the following amounts be credited against the Term Warrants scheduled for redemption on such date: (i) the principal amount of Term Warrants delivered by the City to the Paying Agent for cancellation and not previously claimed as a credit; and (ii) the principal amount of Term Warrants previously redeemed pursuant to the optional redemption provisions of the Warrant Ordinance and not previously claimed as a credit.

Any redemption shall be made upon at least 30 days' notice in the manner and upon the terms and conditions provided in the Warrant Ordinance.

Except in the case of mandatory redemption of Term Warrants, if less than all Warrants Outstanding are to be redeemed, the particular Warrants to be redeemed may be specified by the City by written notice to the Paying Agent, or, in the absence of timely receipt by the Paying Agent of such notice, shall be selected by the Paying Agent by lot or by such other method as the Paying Agent shall deem fair and appropriate; provided, however, that (i) the principal amount of Warrants of each maturity to be redeemed must be a multiple of the smallest authorized denomination of Warrants, and (ii) if less than all Warrants with the same stated maturity and coupon are to be redeemed, the Warrants of such maturity and coupon to be redeemed shall be selected by lot by the Paying Agent.

If a trust is established for payment of less than all Warrants of a particular maturity and coupon, the Warrants of such maturity and coupon to be paid from the trust shall be selected by the Paying Agent by lot within 7 days after such trust is established and shall be identified by a separate CUSIP number or other designation satisfactory to the Paying Agent. The Paying Agent

shall notify holders whose Warrants (or portions thereof) have been selected for payment from such trust and shall direct such holders to surrender their Warrants to the Paying Agent in exchange for Warrants with the appropriate designation.

As provided in the Warrant Ordinance and subject to certain limitations set forth therein, this warrant is transferable on the Warrant Register maintained at the Principal Office of the Paying Agent, upon surrender of this warrant for transfer at such office, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the City and the Paying Agent duly executed by, the registered Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Warrants of a like aggregate principal amount, of any authorized denominations and of the same maturity, will be issued to the designated transferee or transferees.

The Warrants are issuable in denominations of \$5,000 or any multiple thereof. As provided in the Warrant Ordinance and subject to certain limitations therein set forth, Warrants are exchangeable for a like aggregate principal amount of Warrants of any authorized denominations and of the same maturity, as requested by the Holder surrendering the same.

No service charge shall be made for any transfer or exchange hereinbefore referred to, but the City may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

PAGE TWENTY - SIX

The City, the Paying Agent and any agent of the City or the Paying Agent may treat the person in whose name this warrant is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this warrant is overdue, and neither the City, the Paying Agent nor any agent shall be affected by notice to the contrary.

The City and the Paying Agent will, to the extent practical under the circumstances, comply with the standards set forth in Securities and Exchange Commission's Exchange Act Release No. 23856 dated December 3, 1986, regarding redemption notices, but failure to do so shall not in any manner defeat the effectiveness of a call for redemption if notice by registered or certified mail is given as required by the Warrant Ordinance.

Upon any partial redemption of a Warrant, such Warrant, except as otherwise permitted by the Warrant Ordinance, shall be surrendered to the Paying Agent in exchange for one or more new Warrants of the same maturity and in authorized form for the unredeemed portion of principal.

Any Warrant (or portion thereof) which is to be redeemed must be surrendered to the Paying Agent for payment of the redemption price. Warrants (or portions thereof) duly called for redemption will cease to bear interest after the redemption date, unless the City defaults in payment of the redemption price.

It is hereby certified, recited 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 as a claim against the Warrant Fund 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 issuance of this warrant have happened, do exist and have been performed; and that the indebtedness evidenced and ordered paid by this warrant, together with all other indebtedness of the City, is within every debt and other limit prescribed in the constitution and laws of the State of Alabama.

Unless the certificate of authentication hereon has been executed by the Paying Agent by manual signature, this warrant shall not be entitled to any benefit under the Warrant Ordinance or be valid or obligatory for any purpose.

PAGE TWENTY - SEVEN

IN WITNESS WHEREOF, the City has caused this warrant to be duly executed under its corporate seal.

Dated: November 1, 2011.

CITY OF ANDALUSIA

By _____
ITS MAYOR

[SEAL]

Attest:

Its City Clerk

[Form of Registration As Claim Against Warrant Fund]

I hereby certify that this warrant has been registered by me as a claim against the Warrant Fund referred to in this warrant.

Treasurer of the City of Andalusia

Certificate of Authentication

This warrant is one of the Warrants issued pursuant to the within-mentioned Warrant Ordinance.

Date of Authentication:

REGIONS BANK,

as Paying Agent

By: _____

Its Authorized Officer

PAGE TWENTY - EIGHT

[Form for Assignment]

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto this warrant and hereby irrevocably constitute(s) and appoint(s) _____ attorney to transfer this warrant on the books of the within named City at the office of the within named Paying Agent, with full power of substitution in the premises.

Dated: _____

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

Signature guaranteed:

(Bank, Trust Company or Firm*)

By _____
(Authorized Officer)

Medallion Number: _____

*Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a 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 3.04 EXECUTION, REGISTRATION AND AUTHENTICATION

(a) The Warrants shall be executed on behalf of the City by its Mayor under its seal reproduced thereon and attested by its City Clerk and the certification of registration of each Warrant as a claim against the Warrant Fund shall be executed by the Treasurer of the City. The signature of any of these officers on the Warrants may be manual or, to the extent permitted by law, facsimile. Warrants bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the City shall bind the City, notwithstanding that such individuals or any of them shall have ceased to hold such

PAGE TWENTY - NINE

offices prior to the authentication and delivery of such Warrants or shall not have held such offices at the date of such Warrants.

(b) No Warrants shall be secured by, or be entitled to any lien, right or benefit under, this ordinance or be valid or obligatory for any purpose, unless there appears on such Warrant a certificate of authentication substantially in the form provided for herein, executed by the Paying Agent by manual signature, and such certificate upon any Warrant shall be conclusive evidence, and the only evidence, that such Warrant has been duly authenticated and delivered hereunder.

SECTION 3.05 Temporary Warrants

(a) Pending the preparation of definitive Warrants, the City may execute, and upon request of the City the Paying Agent shall authenticate and deliver, temporary Warrants which are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Warrants in lieu of which they are issued, with such appropriate insertions, omissions, substitutions and other variations as the officers executing such Warrants may determine, as evidenced by their execution of such Warrants.

(b) If temporary Warrants are issued, the City will cause definitive Warrants to be prepared without unreasonable delay. After the preparation of definitive Warrants, the temporary Warrants shall be exchangeable for definitive Warrants upon surrender of the temporary Warrants at the Principal Office of the Paying Agent, without charge to the Holder. Upon surrender for cancellation of anyone or more temporary Warrants the City shall execute and the Paying Agent shall authenticate and deliver in exchange therefor a like principal amount of definitive Warrants of authorized denominations. Until so exchanged, temporary Warrants shall in all respects be entitled to the security and benefits of this ordinance.

SECTION 3.06 REGISTRATION, TRANSFER AND EXCHANGE

(a) The City shall cause to be kept at the Principal Office of the Paying Agent a register (herein referred to as the "Warrant Register") in which, subject to such reasonable regulations as it may prescribe, the City shall provide for the registration of Warrants and registration of transfers of Warrants entitled to be registered or transferred as herein provided. The Paying Agent is hereby appointed "Registrar" for the purpose of registering Warrants and transfers of Warrants as herein provided.

(b) Upon surrender for transfer of any Warrant at the Principal Office of the Paying Agent, the City shall execute, and the Paying Agent shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Warrants of a like aggregate principal amount, of any authorized denominations and of the same maturity.

(c) At the option of the Holder, Warrants may be exchanged for other Warrants of a like aggregate principal amount, of any authorized denominations and of the same maturity, upon surrender of the Warrants to be exchanged at the Principal Office of the Paying Agent. Whenever any Warrants are so to be surrendered for exchange, the City shall execute, and the Paying Agent shall authenticate and deliver, the Warrants which the Holder making the exchange is entitled to receive.

PAGE THIRTY

(d) All Warrants surrendered upon any exchange or transfer provided for in this ordinance shall be promptly cancelled by the Paying Agent.

(e) All Warrants issued upon any transfer or exchange of Warrants shall be the valid obligations of the City and entitled to the same security and benefits under this ordinance as the Warrants surrendered upon such transfer or exchange.

(f) Every Warrant presented or surrendered for transfer or exchange shall (if so required by the City or the Paying Agent) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the City and the Paying Agent duly executed, by the Holder thereof or his attorney duly authorized in writing.

(g) No service charge shall be made for any transfer or exchange of Warrants, but the City may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Warrants.

(h) The City shall not be required (i) to transfer or exchange any Warrant during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Warrants and ending at the close of business on the day of such mailing, (ii) to transfer or exchange any Warrant so selected for redemption in whole or in part, or (iii) to exchange any Warrant during a period beginning at the opening of business on any Regular Record Date and ending at the close of business on the relevant Interest Payment Date therefor.

SECTION 3.07 MUTILATED, DESTROYED, LOST AND STOLEN WARRANTS

(a) If (i) any mutilated Warrant is surrendered to the Paying Agent, or the City and the Paying Agent receive evidence to their satisfaction of the destruction, loss or theft of any Warrant, and (ii) there is delivered to the City and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the City or the Paying Agent that such Warrant has been acquired by a bona fide purchaser, the City shall execute and upon its request the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Warrant, a new Warrant of like tenor and principal amount, bearing a number not contemporaneously outstanding.

(b) Upon the issuance of any new Warrant under this Section, the City may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith.

(c) Every new Warrant issued pursuant to this Section in lieu of any destroyed, lost or stolen Warrant shall constitute an original additional contractual obligation of the City, whether or not the destroyed, lost or stolen Warrant shall be at any time enforceable by anyone, and shall be entitled to all the security and benefits of this ordinance equally and ratably with all other Outstanding Warrants.

(d) The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Warrants.

PAGE THIRTY - ONE

SECTION 3.08 Payment of Interest on Warrants; Interest Rights Preserved

(a) Interest on any Warrant which is payable, and punctually paid or duly provided for, on any Interest Payment Date shall be paid to the person in whose name that Warrant is registered at the close of business on the Regular Record Date for such interest, which shall be the 15th day (whether or not a Business Day) next preceding such Interest Payment Date.

(b) Any interest on any Warrant which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the Holder on the relevant Regular Record Date solely by virtue of such Holder having been such Holder; and such Defaulted Interest shall be paid by the City to the persons in whose names such Warrants are registered at the close of business on a special record date (herein called a "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Warrant and the date of the proposed payment (which date shall be such as will enable the Paying Agent to comply with the next sentence hereof), and at the same time the City shall deposit with the Paying Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held solely for the benefit of the persons entitled to such Defaulted Interest as in this subsection provided. Thereupon the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Paying Agent of the notice of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each Holder of a Warrant at his address as it appears in the Warrant Register not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the persons in whose names the Warrants are registered on such Special Record Date.

(c) Subject to the foregoing provisions of this Section, each Warrant delivered under this ordinance upon transfer of or in exchange for or in lieu of any other Warrant shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Warrant and each such Warrant shall bear interest from such date that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

SECTION 3.09 PERSONS DEEMED OWNERS

The City, the Paying Agent and any agent of the City or the Paying Agent may treat the person in whose name any Warrant is registered as the owner of such Warrant for the purpose of receiving payment of Debt Service on such Warrant (subject to Section 3.08) and for all other purposes whatsoever whether or not such Warrant is overdue, and, to the extent permitted by law, neither the City, the Paying Agent nor any such agent shall be affected by notice to the contrary.

SECTION 3.10 PAYING AGENT/REGISTRAR

(a) Regions Bank, a state banking corporation with a corporate trust office in the City of Mobile, Alabama, is hereby appointed "Paying Agent" and "Registrar" for the purpose of paying Debt Service on

PAGE THIRTY - TWO

the Warrants on behalf of the City.

(b) The Debt Service on the Warrants shall, except as otherwise provided herein, be payable at the designated office of the Paying Agent.

(c) If the bank designated as Paying Agent pursuant to subsection (a) of this Section shall resign or shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of it or of its property shall be appointed or any public officer shall take charge or control of it or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then, in any such case, the City shall appoint a successor Paying Agent. Any successor Paying Agent must have capital and surplus of not less than \$50,000,000, must be subject to supervision or examination by federal or State of Alabama authority, and must have a corporate trust office within the State of Alabama. The City shall give notice of the appointment of any such successor Paying Agent by registered or certified mail to the Holders of Warrants as their names and addresses appear in the Warrant Register.

(d) By its acceptance of such duties hereunder, the Registrar shall accept and agree to perform the duties required by this Ordinance, subject, however, to the following conditions:

(i) The Registrar shall undertake to perform such duties and only such duties as are specifically set forth in this Ordinance, and no implied covenants or obligations shall be read into this Ordinance against the Registrar.

(ii) In the absence of bad faith or negligence on its part, the Registrar may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Registrar and conforming to the requirements of this Ordinance; provided, however, that in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Registrar, the Registrar shall be under a duty to examine the same to determine whether they conform to the requirements of this Ordinance.

(iii) The Registrar shall perform the duties imposed by this Ordinance and exercise the rights and powers vested in it by this Ordinance in accordance with the same degree of care and skill in the performance of such duties as in the conduct of its own affairs.

(iv) No provision of this Ordinance shall be construed to relieve the Registrar from liability for its own gross negligence or willful misconduct, except that no provision of this Ordinance shall require the Registrar to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(v) The Registrar may consult counsel on any matters connected herewith and shall not be answerable for any action taken or failure to take any action in good faith on the advice of counsel, provided that its action or inaction is not contrary to any express provision hereof.

(vi) The Registrar need not recognize a Holder of a Warrant as such without the satisfactory establishment of his title to such Warrant.

(vii) Any action taken by the Registrar at the request of and with the consent of the Holder of a Warrant will bind all subsequent Holders of the same Warrant and any Warrant issued hereunder in lieu thereof.

(viii) The Registrar may be a Holder or a pledgee of any of the Warrants as if not Registrar hereunder.

(ix) The Registrar shall not be liable for the proper application of any moneys other than those that may be paid to or deposited with it.

PAGE THIRTY - THREE

(x) The Registrar shall not be liable to pay or allow interest on any moneys to be held by it under this Ordinance or otherwise to invest any such moneys, except as specifically required by this Ordinance or as may be required by law or other written agreement between the City and the Registrar.

(xi) The Registrar may make any investments permitted or required hereby through its own investment department, and any Eligible Investments issued or held by it hereunder shall be deemed investments and not deposits

(xii) The Registrar shall, upon reasonable request, inform the City of the amount at the time on deposit in any of the special funds or accounts created hereunder.

(xiii) The recitals of fact herein and in the Warrants are statements by the City and not by the Registrar, and the Registrar is in no way responsible for the validity or security of the Warrants or the validity of the security afforded hereby.

(e) Merger or Consolidation of Registrar. Any corporation into which the Registrar may be merged or with whom it may be consolidated, or any corporation resulting from any merger or consolidation to which the Registrar shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Registrar, shall be the successor of the Registrar hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case the registration certificates with respect to any Warrants shall have been executed by the Registrar then in office, any successor by merger or consolidation to such Registrar may adopt the registration of such Warrants and deliver such Warrants with the same effect as if such successor Registrar had itself registered such Warrants.

(f) Compensation of Registrar. Subject to the provisions of any separate agreement with the Registrar, the City shall pay to the Registrar from time to time reasonable compensation for all services rendered by it under this Ordinance, including its services as registrar and paying agent for the Warrants, and also all its reasonable expenses, charges, counsel fees and other disbursements and those of its attorneys, agents and employees, incurred in and about the performance of its duties hereunder.

(g) Resignation of Registrar: Appointment of Successor. The Registrar may resign and be discharged from the duties hereby created by causing written notice specifying the effective date of such resignation to be forwarded by United States registered or certified mail, postage prepaid, to the City, to the Insurer and to every Holder of a Warrant. Unless the effective date of the Registrar's resignation shall coincide with the appointment of a successor Registrar by the Holders of the Warrants as herein provided, such date shall be at least thirty (30) days after the date on which notice to the City and the Holders of the Warrants shall have been mailed.

If the Registrar shall resign, be dissolved, be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers or of a receiver appointed by a court, a successor may be appointed by a written instrument or instruments signed by the Insurer, or if the Insurer is in breach of its obligations under the Bond Insurance Policy, the Holders of a majority in principal amount of the Warrants then outstanding and in the interim by an instrument executed by the City, such interim successor Registrar to be immediately and ipso facto superseded by the one appointed as above by the Holders of a majority in principal amount of the Warrants. The City shall cause notice of such interim appointment, in the event such is made, to be forwarded by United States registered or certified mail, postage prepaid, to the Insurer and to every Holder of a Warrant. When the appointment of a successor Registrar, as selected by the Holders of a majority in principal amount of the Warrants then outstanding, becomes effective, the City shall also cause notice of that fact to be given in the manner provided above for the notice required to be given upon the appointment of an interim successor Registrar. Every successor Registrar appointed pursuant to this section shall be a trust company or bank authorized to administer trusts and having, at the time of its acceptance of such appointment, capital, surplus and undivided profits of not less than \$50,000,000, if there be such an

PAGE THIRTY - FOUR

institution willing, qualified and able to accept appointment as Registrar upon reasonable or customary terms.

SECTION 3.11 PAYMENTS DUE ON A DAY OTHER THAN A BUSINESS DAY

If any payment on the Warrants is due on a day which is not a Business Day, such payment shall be made on the first succeeding day which is a Business Day with the same effect as if made on the day such payment was due.

SECTION 3.12 CANCELLATION

All Warrants surrendered for payment, redemption, transfer or exchange shall be promptly cancelled by the Paying Agent. No Warrants shall be registered in lieu of or in exchange for any Warrant cancelled as provided in this Section, except as expressly provided by this ordinance.

SECTION 3.13 BOOK-ENTRY ONLY SYSTEM; PAYMENT PROVISIONS

(a) The registration and payment of Warrants shall be made pursuant to the Book-Entry Only System (the "Book-Entry Only System") administered by The Depository Trust Company ("DTC") in accordance with the Letter of Representations attached to and incorporated by reference in this ordinance as Exhibit A (the "Letter of Representations") until such System is terminated pursuant to Section 3.13(c).

(b) While Warrants are in the Book-Entry Only System the following provisions shall apply for purposes of this ordinance and shall supersede any contrary provisions of this ordinance:

(1) Notwithstanding the fact that DTC may hold a single physical certificate for each stated maturity for purposes of the Book-Entry Only System, the term "Warrants" shall mean each separate Security (as defined in the Letter of Representations) issued pursuant to the Book-Entry Only System, and the term "Holder" shall mean the person identified on the records of DTC as the owner of the related Security.

(2) The terms and limitations of this ordinance with respect to each separate Warrant shall be applicable to each separate Security registered under the Book-Entry Only System.

(3) All notices under this ordinance to Holders of Warrants from any other Financing Participant shall be delivered by such Financing Participant to DTC for distribution by DTC in accordance with the Letter of Representations. All notices under this ordinance to or from a Financing Participant other than a Holder of a Warrant shall be delivered directly to the Financing Participant as provided in this ordinance and shall not be delivered through DTC or the Book-Entry Only System.

(4) All payments of Debt Service on the Warrants shall be made by the Paying Agent to DTC and shall be made by DTC to the Participants (as such term is defined in the Letter or Representations) as provided in the Letter of Representations. All such payments shall be valid and effective fully to satisfy and discharge the City's obligations with respect to such payments.

(c) If the City and the Paying Agent concur that it would be in the best interests of the Holders of the Warrants for the Book-Entry Only System to be discontinued (in whole or in part), such Book-Entry

PAGE THIRTY - FIVE

Only System shall be discontinued (in whole or in part) in accordance with the provisions of the Letter of Representations. In addition, the Book-Entry Only System may be discontinued (in whole or in part) at any time by any Financing Participant acting alone in accordance with the Letter of Representations.

(d) If the Book-Entry Only System is discontinued, except as otherwise provided in this Section with respect to Wire Transfer rights, payment of interest on the Warrants which is due on any Interest Payment Date shall be made by check or draft mailed by the Paying Agent to the persons entitled thereto at their addresses appearing in the Bond Register. Such payments of interest shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date). Payment of the principal of (and premium, if any, on) the Warrants and payment of accrued interest on the Warrants due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender thereof at the Office of the Paying Agent.

(e) Upon the written request of the Holder of Warrants in an aggregate principal amount of not less than \$1,000,000, the Paying Agent will make payment of the Debt Service due on such Warrants by Wire Transfer, provided that:

- (1) such request contains adequate instructions for the method of payment, and
- (2) payment of the principal of (and redemption premium, if any, on) such Warrants and payment of the accrued interest on such Warrants due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender of such Warrants to the Paying Agent.

ARTICLE 4

REDEMPTION OF WARRANTS

SECTION 4.01 General Applicability of Article

(a) The Warrants shall be redeemable in accordance with the redemption provisions set forth in the form of the Warrants contained in Section 3.03 and the provisions of this Article.

(b) Warrants shall be redeemed in accordance with the mandatory redemption provisions of the Warrants without any direction from or consent by the City. Warrants shall be redeemed in accordance with the optional redemption provisions of the Warrants only upon direction of the City.

SECTION 4.02 ELECTION TO REDEEM; NOTICE TO PAYING AGENT

The election of the City to exercise any right of optional redemption shall be evidenced by a certified resolution of the governing body of the City delivered to the Paying Agent. In case of any redemption at the option of the City of less than all the Outstanding Warrants, the City shall, at least 60 days prior to the date fixed by the City for redemption of Warrants (unless a shorter notice shall be satisfactory to the Paying Agent), notify the Paying Agent of such redemption date and of the principal amount and maturities of Warrants to be redeemed.

PAGE THIRTY - SIX

SECTION 4.03 SELECTION BY PAYING AGENT OF WARRANTS TO BE REDEEMED

(a) If less than all Warrants Outstanding are to be redeemed, the particular Warrants to be redeemed may be specified by the City by written notice to the Paying Agent, or, in the absence of timely receipt by the Paying Agent of such notice, shall be selected by the Paying Agent by lot or by such other method as the Paying Agent shall deem fair and appropriate; provided, however, that (i) the principal amount of Warrants of each maturity to be redeemed must be a multiple of the smallest authorized denomination of Warrants, and (ii) if less than all Warrants with the same stated maturity are to be redeemed, the Warrants of such maturity to be redeemed shall be selected by lot by the Paying Agent.

(b) The Paying Agent shall promptly notify the City in writing of the Warrants selected for redemption and, in the case of any Warrant selected for partial redemption, the principal amount thereof to be redeemed.

(c) For all purposes of this ordinance, unless the context otherwise requires, all provisions relating to the redemption of Warrants shall relate, in the case of any Warrant redeemed or to be redeemed only in part, to the portion of the principal of such Warrant which has been or is to be redeemed.

SECTION 4.04 Notice of Redemption

(a) Unless waived by the Holders of all Warrants then Outstanding, notice of redemption shall be given by registered or certified mail, mailed not less than 30 nor more than 60 days prior to the redemption date, to each Holder of Warrants to be redeemed at his address appearing in the Warrant Register.

(b) All notices of redemption shall state:

(1) the redemption date,

(2) the redemption price,

(3) the principal amount of Warrants to be redeemed, and, if less than all Outstanding Warrants are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Warrants to be redeemed,

(4) that on the redemption date the redemption price of each of the Warrants to be redeemed will become due and payable and that the interest thereon shall cease to accrue from and after said date, and

(5) the place or places where the Warrants to be redeemed are to be surrendered for payment of the redemption price.

(c) Notice of redemption of Warrants to be redeemed at the option of the City shall be given by the City or, at the City's request, by the Paying Agent in the name and at the expense of the City. Notice of redemption of Warrants in accordance with the mandatory redemption provisions of the Warrants shall be given by the Paying Agent in the name and at the expense of the City.

(d) The City and the Paying Agent shall, to the extent practical under the circumstances, comply with the standard set forth in Securities and Exchange Commission's Exchange Act Release No. 23856 dated December 3, 1986, regarding redemption notices, but their failure to do so shall not in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed in this Section.

SECTION 4.05 Deposit of Redemption Price

Prior to any redemption date, the City shall deposit with the Paying Agent immediately available

PAGE THIRTY - SEVEN

funds sufficient to pay the redemption price of all the Warrants which are to be redeemed on that date. Such money shall be held solely for the benefit of the persons entitled to such redemption price.

SECTION 4.06 WARRANTS PAYABLE ON REDEMPTION DATE

(a) Notice of redemption having been given as aforesaid, the Warrants so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Warrants shall cease to bear interest. Upon surrender of any such Warrant for redemption in accordance with said notice such Warrant shall be paid by the City at the redemption price. Installments of interest due prior to the redemption date shall be payable to the Holders of the Warrants registered as such on the relevant Record Dates according to the terms of such Warrants and the provisions of Section 3.08.

(b) If any Warrant called for redemption shall not be so paid upon surrender thereof for redemption, the principal (and premium, if any) shall, until paid, bear interest from the redemption date at the Post-Default Rate.

SECTION 4.07 Warrants Redeemed in Part

Any Warrant which is to be redeemed only in part shall be surrendered at the Principal Office of the Paying Agent (with, if the City or the Paying Agent so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the City and the Paying Agent duly executed by, the Holder thereof or his attorney duly authorized in writing) and the City shall execute and the Paying Agent shall authenticate and deliver to the Holder of such Warrant, without service charge, a new Warrant or Warrants, of the same maturity and of any authorized denomination or denominations, as requested by such Holder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Warrant so surrendered.

ARTICLE 5 SOURCE OF PAYMENT

SECTION 5.01 GENERAL OBLIGATION

The indebtedness evidenced and ordered paid by the Warrants shall be a general obligation of the City for the payment of Debt Service on which the full faith and credit of the City are hereby irrevocably pledged, pro rata and without preference or priority of one Warrant over another. The City hereby covenants and agrees to levy and collect taxes, to the maximum extent permitted by law, at such rate or rates as shall make available tax proceeds which, when added to the revenues of the City from other sources available for such purposes, will be sufficient to pay the reasonable expenses of carrying on the necessary governmental functions of the City and to pay Debt Service on the Warrants as the same shall become due and payable.

SECTION 5.02 Provision for Payment of Warrants

(a) If Debt Service on the Warrants is paid in accordance with the terms of the Warrants and this

PAGE THIRTY - EIGHT

ordinance, then all covenants, agreements and other obligations of the City to the Warrantholders shall thereupon cease, terminate and become void and be discharged and satisfied. In such event the Paying Agent shall pay to the City any surplus remaining in the Warrant Fund.

(b) Warrants shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section if:

(1) in case such Warrants are to be redeemed on any date prior to their maturity, either (i) the Paying Agent shall receive evidence that notice of such redemption has been given in accordance with the terms of this ordinance or (ii) the City shall confer on the Paying Agent irrevocable authority for the giving of such notice on behalf of the City,

(2) there shall have been deposited with the Paying Agent cash and/or Federal Securities which (assuming due and punctual payment of the principal of and interest on such Federal Securities) will provide money sufficient to pay when due the Debt Service due and to become due on such Warrants on and prior to the redemption date or maturity date thereof, as the case may be, and

(3) such Federal Securities are not subject to redemption prior to their respective maturities at the option of the issuer of such Securities. All cash and/or Federal Securities so deposited with the Paying Agent shall be held in trust and applied by the Paying Agent solely to the payment of Debt Service on such Warrants as the same shall become due and payable. At such time as any Warrant shall be deemed paid as aforesaid, it shall no longer be secured by or entitled to the benefits of this ordinance, except for the purpose of any payment from such cash and/or Federal Securities deposited with the Paying Agent and the purpose of transfer and exchange as herein provided.

ARTICLE 6 THE WARRANT FUNDS

SECTION 6.01 The Warrant Fund

(a) There are hereby established two separate special funds held by the Paying Agent entitled (i) "General Obligation Warrants, Series 2011-A Debt Service Fund" (herein called the "2011-A Warrant Fund"), and (ii) "General Obligation Warrants, Taxable Series 2011-B Debt Service Fund" (herein called the "2011-B Warrant Fund" and collectively called the "2011 Warrants Funds"). Money in the Warrant Funds shall be used solely for the payment of Debt Service on the Series 2011-A Warrants and the Series 2011-B Warrants, respectively, as the same shall become due and payable.

(b) The City shall deposit into the Warrant Funds in immediately available funds the following amounts on or before the following dates:

(1) on the date of delivery of the Warrants, all accrued interest and premium (if any) from the sale of the Warrants to the Original Purchaser thereof;

(2) on or before the second Business Day prior to each Warrant Payment Date, an amount equal to the interest becoming due with respect to the then outstanding Warrants on the next succeeding Interest Payment Date;

(3) on or before the second Business Day prior to November 1, 20__, and on or before the second Business Day prior to each November 1 thereafter, an amount equal to the principal amount of Warrants maturing or subject to mandatory redemption on the Principal Payment Date for that particular year.

If on any Warrant Payment Date the balance in either of the Warrant Funds is insufficient to pay

PAGE THIRTY - NINE

the Debt Service on the Warrants due and payable on such date, the City shall forthwith pay any such deficiency into the respective Warrant Fund.

SECTION 6.02 TRANSFER OF FUNDS

The Treasurer shall use taxes, revenues and other general funds of the City available for the payment of Debt Service on the Warrants to make the required deposits to the Warrant Funds in the amounts and at the times required by Section 6.01.

SECTION 6.03 SECURITY FOR WARRANT FUNDS

Any money on deposit in the Warrant Funds or held by the Paying Agent pursuant to this Ordinance shall, unless invested as provided herein or secured by the Federal Deposit Insurance Corporation (or any successor agency of the United States of America), be secured for the benefit of the City and the Holders of the Warrants either

(1) by holding on deposit as collateral security Federal Securities, or other marketable securities eligible as security for the deposit of public funds under regulations of the Comptroller of the Currency, having a market value (exclusive of accrued interest) not less than the amount of money being secured, or

(2) if the furnishing of security in the manner provided in the foregoing paragraph (1) is not permitted by the then applicable laws and regulations, then in such manner as may be required or permitted by the applicable State of Alabama and federal laws and regulations respecting the security for, or granting a preference in the case of, the deposit of public funds.

SECTION 6.04 INVESTMENT OF WARRANT FUNDS

(a) The City may cause any money on deposit in the Warrant Funds not then needed for the payment of Debt Service on the Warrants to be invested or reinvested by the Paying Agent in Qualified Investments, by written instructions to the Paying Agent. All such investments must mature or be subject to redemption at the option of the holder on or prior to the respective date or dates when cash funds will be required for purposes of the Warrant Funds. Any investment made with money on deposit in the Warrant Funds shall be held by or under control of the Paying Agent and shall be deemed at all times a part of the Warrant Funds.

(b) All interest accruing on such investments and any profit realized therefrom shall be deposited in the Warrant Funds and shall be credited to the deposits required by Section 6.01; any losses resulting from liquidation of investments shall be charged to the Warrant Funds and shall be added to the next ensuing deposit specified in Section 6.01. The Paying Agent shall sell and reduce to cash a sufficient portion of such investments whenever the cash balance in the Warrant Funds is insufficient to pay Debt Service on the Warrants when due.

(c) Any investment of money in the Warrant Funds may be made by the Paying Agent through its own bond department, investment department or other commercial banking department providing investment services. Any certificate of deposit issued by, or other interest-bearing deposit with, the Paying Agent shall be deemed an investment rather than a deposit requiring security in the manner specified in Section 6.03.

PAGE FORTY

ARTICLE 7. Sale and Delivery of Warrants

SECTION 7.01 SALE OF WARRANTS

(a) The Warrants are hereby sold to Merchant Capital, LLC (the “Original Purchaser”) for a purchase price as set forth in a Purchase Contract to be executed between the City and the Original Purchaser (the “Purchase Contract”); provided, however that the total interest cost for the Series 2011-A Warrants shall not be greater than 5.50% and the total interest cost for the Series 2011-B Warrants shall not be greater than 5.50%. The total principal amounts for the Series 2011-A Warrants and the Series 2011-B Warrants shall not be more than the amounts set forth in Section 3.01 hereof. The Purchase Contract and all action heretofore taken by the Mayor and the Clerk in executing and delivering the Purchase Contract on behalf of the City are hereby ratified and approved

(b) The Original Purchasers shall be under no duty to inquire as to the application of the proceeds of the Warrants. Nevertheless, such proceeds shall be held and applied solely for the purposes specified in this ordinance.

SECTION 7.02 Official Statement and Closing Papers

(a) The City does hereby approve and authorize the Official Statement dated November __, 2011 that has been presented to and considered by the City Council of the City. The Mayor is hereby authorized and directed to execute and deliver the Official Statement in the name and on behalf of the City in the form presented to the City Council at this meeting with such changes or additions thereto or deletions therefrom as the Mayor shall approve, which approval shall be conclusively evidenced by his execution of such document.

(b) The officers of the City and any person or persons designated and authorized by any officer of the City to act in the name and on behalf of the City, or anyone or more of them, are authorized to do and perform or cause to be done and performed in the name and on behalf of the City such other acts, to pay or cause to be paid on behalf of the City such related costs and expenses, and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, requests, demands, directions, consents, approvals, orders, applications, certificates, agreements, further assurances, or other instruments or communications, under the seal of the City, or otherwise, as they or any of them may deem necessary, advisable, or appropriate in order to carry into effect the intent of the provisions of this ordinance and to demonstrate the validity of the Warrants, the absence of any pending or threatened litigation with respect to the Warrants and the transactions contemplated by this ordinance, and the exemption of interest on the Warrants from Federal and State of Alabama income taxation.

SECTION 7.03 APPLICATION OF PROCEEDS

The proceeds from the sale of the Warrants shall be paid to the Registrar and then delivered to the Treasurer of the City and shall be applied by the Treasurer for the purposes and in the order as set forth in the Confirmation Certificate.

PAGE FORTY - ONE

ARTICLE 8

Miscellaneous

SECTION 8.01 Amendment of Description of Uses of Warrant Proceeds

The City may amend or change the description of the Improvements or the uses of Warrant proceeds contained in this ordinance, provided that:

(1) the governing body of the City adopts an ordinance setting forth such amendment or change,

(2) the uses, as so amended or changed, are eligible for financing with proceeds of warrants issued pursuant to the Enabling Law, and

(3) such amendment or change will not cause the amount of the Warrants chargeable against the City's constitutional limitation on indebtedness to increase.

SECTION 8.02 TAX CERTIFICATE AND AGREEMENT

The City hereby covenants for the benefit of the Holders of the Warrants to comply with all the covenants contained in the Tax Certificate and Agreement executed by the City in connection with the issuance of the Warrants.

SECTION 8.03 AGREEMENT TO PAY ATTORNEYS' FEES

If the City should default under any of the provisions of this ordinance and the Holder of any Warrant should employ attorneys or incur other expenses for the collection of any payments due hereunder or the enforcement of performance or observance of any agreement or covenant on the part of the City herein contained, the City will (to the extent legally enforceable) on demand therefor pay to such Holder the reasonable fees of such attorneys and such other expenses so incurred.

SECTION 8.04 Economic Incentives

The City believes that the refinancing of the bank loan for Barrows Fine Furniture (the "2011-B Project") from the issuance of the Series 2011-B Warrants will promote local economic and industrial development, promote trade and commerce in the City, increase tax revenues for the City, and will also provide for the renewal and development of portions of the City within the vicinity of the Project. The obligations of the City under the Series 2011-B Warrants constitute economic incentives being offered in connection with the financing of the 2011-B Project pursuant to Amendment 725 of the Constitution of Alabama of 1901 (the "Local Economic Development Amendment"). Notice of the proposed adoption of this resolution was published in the *Andalusia Star News* on October 25, 2011, at

PAGE FORTY - TWO

least seven days prior to the date of this meeting of the Council, as required pursuant to the Local Economic Development Amendment.

SECTION 8.05 Refunding of the Series 2002 Warrants; Approval of Escrow Agreement

The Council does hereby elect to redeem and pay, and does hereby call for redemption and payment, on November 1, 2012, the Refunded Series 2002 Warrants maturing in years 2013 through 2020, the redemption of each such Series 2002 Warrant to be effected at a redemption price equal to 100% of its principal amount plus accrued interest thereon to the date fixed for redemption. The Mayor of the City and the City Clerk are hereby authorized and directed to take or cause to be taken, in the name and on behalf of the City, all of the actions required by the provisions of the Ordinance authorizing the Series 2002 Warrants to be taken in order to effect the redemption described above. The City hereby irrevocably allocates those of the Series 2002 Warrants maturing in years 2009 through 2012 to the previous refunding of its General Obligation Warrants, Series 1994.

Upon delivery of the Series 2011-A Warrants, and to provide for the refunding of the Refunded Series 2002 Warrants, the Mayor is hereby authorized and directed to execute and deliver, for and in the name and behalf of the City, the Escrow Trust Agreement between the City and U.S. Bank National Association, Birmingham, Alabama (the "Escrow Trustee"), in substantially the form presented to the meeting of the Council at which this resolution is adopted, with such changes, not inconsistent with the provisions hereof, as the said officer of the Council executing such document, acting with the advice of counsel to the City, shall determine to be necessary or desirable in order to consummate the transactions authorized by this resolution, the determination of the definitive form of the Escrow Agreement by such officer to be conclusively established by his execution of the same; and the City Clerk is hereby authorized and directed to affix the seal of the City to Escrow Trust Agreement and to attest the same. Payment of the amount of proceeds of the Series 2011-A Warrants referred to in this Authorizing Ordinance to the Escrow Trustee to provide for the funds necessary to create and establish the Escrow Fund to provide for the payment of the principal of and interest on the Refunded Series 2002 Warrants is hereby authorized.

SECTION 8.06 PROVISIONS OF ORDINANCE A CONTRACT

The terms, provisions and conditions set forth in this ordinance constitute a contract between the City and the Holders of the Warrants and shall remain in effect until the Debt Service on the Warrants shall have been paid in full or provision for such payment has been made in accordance with Article 5.

SECTION 8.07 SEPARABILITY CLAUSE

If any provision in this ordinance or in the Warrants shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

PAGE FORTY - THREE

SECTION 8.08 NOTICES TO WARRANTHOLDERS; WAIVER

(a) Where this ordinance provides for notice to any Warrantholder of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to such Holder at the address of such Holder as it appears in the Warrant Register, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice.

(b) In any case where notice to Warrantholders is given by mail, neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Warrantholder shall affect the sufficiency of such notice with respect to other Warrantholders. Where this ordinance provides for notice in any manner, such notice may be waived in writing by the person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Warrantholders shall be filed with the City and the Paying Agent, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 8.09 REPEAL OF CONFLICTING PROVISIONS

All ordinances, resolutions and orders or parts thereof in conflict with this ordinance are to the extent of such conflict, hereby repealed.

SECTION 8.10 EFFECT OF HEADINGS AND TABLE OF CONTENTS

The Article and Section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

SECTION 8.11 BOND INSURANCE POLICY; PAYMENTS UNDER THE POLICY

The City has determined that it is desirable for the City to procure a policy of financial guaranty insurance (the "Policy" or the "Bond Insurance Policy") securing payment of debt service on the Warrants from Assured Guaranty Municipal Corp, a Maryland-domiciled insurance company ("AGM" or "Bond Insurer"). For purposes of this Section 8.10, the term "Financing Documents" means the Warrant Ordinance. The City hereby agrees and covenants with AGM as set forth in the Confirmation Certificate.

SECTION 8.12 Effective Date

This Ordinance shall become effective and be in force from and after the date of its approval and adoption by the City Council of Andalusia and publication as required by law.

PAGE FORTY - FOUR

ADOPTED AND APPROVED this 1st day of November, 2011.

THE CITY OF ANDALUSIA, ALABAMA

Earl V. Johnson, Mayor

[S E A L]

ATTEST:

JOHN M. THOMPSON, CITY CLERK - TREASURER

EXHIBIT A

DTC Letter of Representations

A blanket letter of representations is on file with DTC.

Councilmember Powell moved to suspend all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of Ordinance No. 2011 – 14. The motion was seconded by Councilmember Mount. The city clerk called the roll of the council for a vote which produced the following results:

<u>YES:</u>	<u>NO:</u>	<u>ABSTAINED:</u>
Mayor Johnson Councilmember Sconiers Councilmember Mount Councilmember Griffin Councilmember Powell	None	None

The Mayor declared the motion carried.

Councilmember Powell moved to approve Ordinance No. 2011 – 14. Councilmember Mount seconded the motion which passed unanimously.

COUNCIL APPROVES RESOLUTION NO. 2011 – 36, APPROVING A SUPPLEMENTAL LEASE AGREEMENT FOR THE SAEHAESUNG EXPANSION PROJECT:

Mayor Johnson presented Resolution No. 2011 – 36.

PAGE FORTY - FIVE

THE CITY OF ANDALUSIA

ANDALUSIA, ALABAMA

RESOLUTION NO. 3011 – 36

Resolution Approving First Supplemental Lease Agreement

Related to Issuance of Series 2011-A Bonds

by The Industrial Development Board of the City of Andalusia

BE IT RESOLVED AND ORDERED by the City Council (the “Council”) of the City of Andalusia (herein called the “City”) as follows:

Section 1. Findings. The Council hereby makes the following findings and determinations:

(a) The City believes that the completion of the development of an industrial and related development on property located within the corporate limits of the City in the City’s Industrial Park and located at 210 Progress Drive (the “2011-A Project”) will promote local economic and industrial development, promote trade and commerce in the City, increase tax revenues for the City, and will also provide for the renewal and development of portions of the City within the vicinity of the Project;

(b) In order to provide financing for the 2011-A Project in a manner that will not cause any indebtedness to be chargeable against the City’s constitutional debt limit, the Council has requested that The Industrial Development Board of the City of Andalusia, a public corporation organized under the laws of the State of Alabama (the “Board”), to issue not exceeding \$1,500,000 aggregate principal amount of its Industrial Development Revenue Bonds, Series 2011-A (SaeHaeSung Alabama Corp. Project) (the “Series 2011-A Bonds”) for the purpose of (a) financing the completion of construction and improvement of the Series 2011-A Project and (b) paying the costs of issuing the Series 2011-A Bonds including the premium on the Bond Insurance Policy referred to below.

(c) The Series 2011-A Bonds will be issued pursuant to a Trust Indenture, dated as of June 1, 2010 between the Board and Regions Bank, as Trustee, as supplemented and amended by a First Supplemental Indenture dated as of November 1, 2011 (together, the “Indenture”). The Board will use the proceeds of the Bonds to complete the construction of the 2011-A Project. The Board has leased the Series 2011-A Project to the City pursuant to a Lease Agreement, dated as of June 1, 2010 (the “Lease Agreement”). In connection with the issuance of the Series 2011-A Bonds, the Board and the City will execute a First Supplemental Lease Agreement dated as of November, 2011. The obligations of the City under the Lease Agreement, as amended and supplemented constitutes economic incentives being offered in connection with the financing of the 2011 Project pursuant to Amendment 725 of the Constitution of Alabama of 1901 (the “Local Economic Development Amendment”). Notice of the proposed adoption of this resolution was published in the *Andalusia Star News* on October 25, 2011, at least seven days prior to the date of this meeting of the Council, as required pursuant to the Local Economic Development Amendment.

PAGE FORTY - SIX

(d) Payment of the principal of and interest on the Series 2011-A Bonds when due will be insured by a municipal bond insurance policy (the "Bond Insurance Policy") to be issued by Assured Guaranty Corp. simultaneously with the issuance of the Series 2011-A Bonds;

(e) The Series 2011-A Bonds shall be limited obligations of the Board payable solely out of (a) payments by the City pursuant to the Lease Agreement and (b) any other revenues, rentals or receipts derived by the Board from the leasing or sale of the Project. The obligations of the City pursuant to the Lease Agreement shall be general obligations of the City, for which its full faith and credit are pledged. The City hereby determines and concludes that the total amount of all obligations of the City incurred pursuant to the Local Economic Development Amendment, including those approved hereunder, do not, in the aggregate, exceed 50% of the assessed value of real property in the City;

(f) A preliminary official statement (the "Preliminary Official Statement", together with the First Supplemental Indenture, and the First Supplemental Lease Agreement (the "Financing Documents") describing the terms and conditions of the Series 2011-A Bonds and the related financing documents has been prepared for distribution to the purchasers of the Series 2011-A Bonds; and

(g) A copy of the proposed First Supplemental Lease Agreement has been presented to, considered and approved by the Council, which constitutes the governing body of the City.

Section 2. Approval of Plan of Financing. The Council does hereby approve, authorize, ratify and confirm (a) the issuance by the Board of the Series 2011-A Bonds, (b) the execution and delivery of the Financing Documents to which the City will be a party, (c) the conveyance by deed of any real property to the Board necessary in order to consummate the transactions contemplated by the issuance of the Bonds, (d) the distribution of the Preliminary Official Statement to prospective purchasers of the Bonds, and (e) the consummation of all other transactions described in Section 1 to this resolution and contemplated by the Financing Documents (the "Plan of Financing").

Section 3. Authorization of First Supplemental Lease Agreement. The Mayor of the City is hereby authorized and directed to execute and deliver the First Supplemental Lease Agreement in substantially the form presented to the Council at this meeting with such changes or additions thereto or deletions therefrom as the officer executing the same shall approve, which approval shall be conclusively evidenced by his execution of such instruments. The City Clerk is hereby authorized and directed to affix the official seal of the City to such instrument and to attest the same.

Section 4. General Authorization. The members of the Council and all other officers of the Council and of the City are hereby authorized and directed to deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, requests, demands, directions, consents, approvals, orders, applications, certificates, agreements, further assurances, or other instruments or communications, under the official seal of the City, or otherwise, as they or any of them may deem necessary, advisable, or appropriate in order to (a) complete the Plan of Financing and (b) carry into effect the intent of the provisions of this resolution and the Financing Documents. The actions authorized hereunder are pursuant to and in furtherance of the Local Economic Development Amendment.

Section 5. Ratification. Each act of any officer or officers of the City or any person or persons designated and authorized to act by any officer of the City, which act would have been authorized by the foregoing provisions of this resolution except that such action was taken prior to the adoption of this resolution, is hereby ratified, confirmed, approved and adopted.

PAGE FORTY - SEVEN

ADOPTED AND APPROVED this 1st day of November, 2011

THE CITY OF ANDALUSIA, ALABAMA

Earl V. Johnson, Mayor

[S E A L]

ATTEST:

John M. Thompson, City Clerk/Treasurer

Councilmember Griffin moved to approve Resolution No. 2011 – 36. Councilmember Sconiers seconded the motion which passed unanimously.

COUNCIL APPROVES RESOLUTION NO. 2011 – 37, APPROVING A BID FOR FENCING FOR JOHNSON PARK PROJECT:

Mayor Johnson presented Resolution No. 2011 – 37.

THE CITY OF ANDALUSIA

ANDALUSIA, ALABAMA

RESOLUTION NO. 2011 – 37

A RESOLUTION APPROVING A BID FOR FENCING FOR THE JOHNSON PARK PROJECT

WHEREAS, the City of Andalusia desires to install fences on eight youth baseball/softball fields at Johnson Park; and

WHEREAS, the City of Andalusia, Alabama did legally advertise a bid opening time and date of 2:30 PM, Thursday, October 27, 2011, for furnishing materials and installing fencing for eight

PAGE FORTY - EIGHT

baseball/softball fields, in accordance with Alabama State Law, and on that date opened all bids in public and read them aloud; and

WHEREAS, the City Clerk – Treasurer, has reviewed the bids and determined that the lowest responsible bidder is Allied Fence Company, with a bid of \$165,298.80 for materials and installation of fences;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANDALUSIA, that the bid of \$165,298.80 for materials and installation of fences, be accepted.

BE IT FURTHER RESOLVED that the mayor and city clerk be authorized to execute any and all documents necessary to effectuate the intent of this resolution.

ADOPTED AND APPROVED this 1st day of November, 2011.

THE CITY OF ANDALUSIA, ALABAMA

By: _____
Earl V. Johnson, Mayor

ATTEST:

John M. Thompson, City Clerk – Treasurer

Councilmember Sconiers moved to approve Resolution No. 2011 – 37. Councilmember Powell seconded the motion which passed unanimously.

COUNCIL APPROVES RESOLUTION NO. 2011 – 38, APPROVING OUTSIDE AGENCY APPROPRIATIONS FOR FOURTH QUARTER:

Mayor Johnson presented Resolution No. 2011 – 38.

PAGE FORTY - NINE

**THE CITY OF ANDALUSIA
ANDALUSIA, ALABAMA**

RESOLUTION NO. 2011 – 38

A RESOLUTION APPROVING OUTSIDE AGENCY APPROPRIATIONS

WHEREAS, the City Council of the City of Andalusia desires to provide financial assistance to certain outside agencies; and

WHEREAS, the City Council of the City of Andalusia has examined the performance of certain outside agencies and found them to provide a public benefit to the citizens of the City of Andalusia.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANDALUSIA, that \$34,175 be appropriated from contingency and that the treasurer is hereby directed to fund the 2011 outside agency requests for the fourth quarter of FY 2011.

ADOPTED AND APPROVED this 1st day of November, 2011.

THE CITY OF ANDALUSIA, ALABAMA

By: _____
Earl V. Johnson, Mayor

ATTEST:

John M. Thompson, City Clerk – Treasurer

Councilmember Sconiers moved to approve Resolution No. 2011 – 38. Councilmember Mount seconded the motion which passed unanimously.

PAGE FIFTY

COUNCIL MAKES APPOINTMENTS TO THE TOURISM AND RELOCATION COMMITTEE:

Mayor Johnson announced that there were two openings on the Tourism and Relocation Committee. Councilmember Powell nominated Barbara Nichols and Pat Palmore. Councilmember Griffin seconded the nominations which passed unanimously.

ADJOURNMENT:

With no further business, Mayor Johnson called the meeting adjourned.

THE CITY OF ANDALUSIA, ALABAMA

BY: _____
Earl V. Johnson, Mayor

ATTEST:

John M. Thompson, City Clerk - Treasurer