

Alderman Stoudenmire introduced the following ordinance, which was read to the meeting

ORDINANCE NO 15

AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF \$56,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION REFUNDING WARRANTS OF THE TOWN OF WILSONVILLE, FOR THE PURPOSE OF REFUNDING A LIKE PRINCIPAL AMOUNT OF OUTSTANDING INDEBTEDNESS OF THE TOWN

BE IT ORDAINED by the Mayor and Council of the Town of Wilsonville, Alabama, as follows

Section 1 Findings Respecting the Outstanding Warrants The Mayor and Town Council (herein together called "the council") of the Town of Wilsonville, Alabama (herein called "the town"), have ascertained and found and do hereby declare as follows the town has heretofore issued and there are presently outstanding and unpaid the following securities (herein called "the outstanding securities")

(a) One General Obligation Warrant of the town in the principal amount of \$20,500 dated April 1, 1964 (herein called "the outstanding building warrant"), which was issued on April 15, 1964, pursuant to authorization in Ordinance No. 13 of the town adopted April 6, 1964, for the purpose of paying costs of acquiring, providing, and constructing a town hall and library building for the town,

(b) One General Obligation Sewer Warrant of the town in the principal amount of \$11,500 dated April 1, 1964 (herein called "the outstanding warrant"), which was issued on April 16, 1964, pursuant to authorization in Ordinance No. 12 of the town adopted on April 6, 1964, for the purpose of paying a portion of the costs of sanitary sewerage in the town, consisting of sewage disposal facilities, and

(c) One Negotiable General Obligation Sewer Improvement Note of the town in the principal amount of \$24,000 dated April 1, 1964 (herein called "the outstanding note"), which was issued on April 16, 1964, pursuant to authorization in Ordinance No. 14 of the town adopted April 6, 1964, for the purpose of paying costs of the sanitary sewers provided for in Improvement Ordinance No. 8 of the town adopted November 3, 1963,

Each of the outstanding securities was duly executed and the seal of the town was affixed thereto and attested in the manner provided by the laws of Alabama, and the outstanding securities represent a valid general indebtedness and obligation of the town, no part of the principal or interest on the outstanding securities has been paid, and each of the outstanding securities is now outstanding and unpaid and evidences a valid general obligation of the town as therein provided, each of the outstanding securities will mature three months after its date, but the town reserved the privilege of paying each of the outstanding securities at any time prior to its maturity by paying the principal thereof and the interest thereon accrued to the date of such payment, and the issuance of the refunding warrants hereinafter authorized payable in installments over a period of for the purpose of refunding the outstanding securities would be advantageous to the town and to its citizens and taxpayers

Section 2. Authorization of Refunding Warrants Pursuant to the provisions of the constitution and laws of Alabama, including particularly Section 253 of Title 37 of the Code of Alabama of 1940, and for the purpose of refunding the principal indebtedness evidenced by the outstanding securities, there are hereby authorized to be issued by the town fifty-six (56) General Obligation Refunding Warrants (herein called "the refunding warrants") of the town in the aggregate principal amount of \$56,000, numbered from 1 to 56, inclusive, in the principal amount of \$1,000 each, which shall be dated April 1, 1964, and shall mature on April 1 as follows

<u>Warrant Numbers</u> <u>(both inclusive)</u>	<u>Year of Maturity</u>	<u>Aggregate Principal</u> <u>Amount Maturing</u>
1	1966	\$ 1,000
2	1967	1,000
3	1968	1,000
4	1969	1,000
5 and 6	1970	2,000
7 and 8	1971	2,000
9 and 10	1972	2,000
11 and 12	1973	2,000
13 and 14	1974	2,000
15 and 16	1975	2,000
17 and 18	1976	2,000
19 and 20	1977	2,000
21 and 22	1978	2,000
23 and 24	1979	2,000
25 and 26	1980	2,000
27 and 28	1981	2,000
29 to 31	1982	3,000
32 to 34	1983	3,000
35 to 37	1984	3,000
38 to 40	1985	3,000
41 to 43	1986	3,000
44 to 46	1987	3,000
47 to 49	1988	3,000
50 to 52	1989	3,000
53 to 56	1990	4,000

Those of the refunding warrant numbered 1 to 20, inclusive, being herein authorized to be issued for the purpose of refunding \$20,000 of the principal of the outstanding building warrant, those of the refunding warrants numbered 21 to 32, inclusive, being herein authorized to be issued for the purpose of refunding the remaining \$500 of the principal of the outstanding building warrant and the entire principal of the outstanding sewer warrant, and those of the refunding warrants numbered 33 to 56, inclusive, being herein authorized to be issued for the purpose of refunding the outstanding note. The refunding warrants shall bear interest from their date until their respective maturities at the following per annum rates. $4\frac{1}{2}\%$ on those having stated maturities in 1966 to 1977 inclusive, and $4\frac{3}{4}\%$ on those having stated maturities in 1978 to 1990, inclusive, such interest prior to and at maturity shall be payable semiannually on April 1 and October 1 of each year until the respective maturities of the refunding warrants, and shall be evidenced by separate interest coupons (herein called "the coupons"), attached to the refunding warrants. The refunding warrants and the coupons shall bear interest after their respective maturities until paid at the rate of 6% per annum, and shall be payable in lawful money of the United States of America at the principal office of Covington County Bank in the City of Andalusia in the State of Alabama.

Section 3 Optional Redemption Those of the refunding warrants having specified maturities in 1975 or thereafter (herein called "the callable warrants") shall be subject to redemption and payment prior to their respective maturities at the option of the town while the town is not in default in payment of the principal or of the interest on any of the refunding warrants, on April 1, 1974, and on any interest payment date thereafter, as a whole or in part (but if in part in their inverse numerical order), at a redemption price, with respect to each callable warrant redeemed, equal to the face value thereof plus accrued interest thereon to the date fixed for redemption and a premium equal to twelve months' interest thereon computed at the coupon rate thereof. Any such redemption shall be effected in the following manner:

(a) The council shall adopt a resolution calling for redemption, on a stated date when they are by their terms subject to redemption, callable warrants having stated numbers, and shall recite in such resolution that the town is not in default in payment of the principal of or the interest on any of the refunding warrants.

(b) The town shall cause to be published one time in a daily newspaper printed in the English language and published not less than six days during each calendar week in the City of Birmingham, Alabama, a notice stating the numbers of the callable warrants so called for redemption, that callable warrants bearing such numbers will become due and payable on the date specified at the redemption price, and that all interest thereon will cease after said date. In the event no such newspaper is being published in the said City of Birmingham at the time the said publication is directed to be made, the said notice shall be published one time in a financial journal published in the City and State of New York. The notice of redemption required by this subsection (b) shall be published not less than thirty days prior to the date fixed for redemption.

(c) On or prior to such redemption date the town shall notify the bank at which the refunding warrants may be payable of the town's compliance with the requirements of subsections (a) and (b) of this section and shall further make available at said bank the total redemption price of the callable warrants so called.

Upon compliance with the foregoing requirements on its part contained in this section, and if the town is not on the date fixed for redemption in default in payment of any of the principal or of the interest on the refunding warrants, the callable warrants so called for redemption shall become due and payable on the date fixed for redemption and interest thereon shall thereafter cease. The bank at which the refunding warrants are payable shall not be required to pay any coupon maturing on the date fixed for redemption that is applicable to any callable warrant called for redemption on that date unless the callable warrant to which such coupon is applicable is also presented for payment, provided, that in the event such bank should pay any such coupon without payment of the applicable callable warrant it shall not be liable to the holder of such applicable callable warrant or to the town or to anyone whomsoever, and provided further, that such bank shall pay such coupon out of the moneys supplied to it by the town for such purpose if the holder thereof shall present evidence satisfactory to such bank that such holder is the owner of the coupon so presented and is not the owner of the callable warrant to which such coupon is applicable.

Section 4 Execution of Refunding Warrants The refunding warrants shall be executed and the corporate seal of the town shall be affixed thereto by the mayor of the town, and each of the refunding warrants and the said seal shall be attested by the town clerk of the town. The coupons shall be executed with the facsimile signature of said mayor and attested with the facsimile signature of the said town clerk. The refunding warrants and coupons shall be registered by the town treasurer, in the records maintained by him, as claims against the town and the taxes and assessments (together with the proceeds thereof) hereinafter respectively specially pledged therefor, which registration shall be made simultaneously with respect to all the refunding warrants and the coupons. Said officers are hereby directed so to execute, attest and register the refunding warrants and the coupons.

Section 5. General Obligation and Special Pledges The indebtedness evidenced and ordered paid by the refunding warrants is and shall be a general obligation of the town for payment of the principal of and the interest on which the full faith and credit of the town are hereby irrevocably pledged. In addition thereto, there are hereby irrevocably pledged for payment of the principal of and the interest on the refunding warrants, pro rata and without preference of one over another by reason of prior issuance or otherwise, and there are hereby appropriated and ordered segregated, set apart and used for payment of such principal and interest as the same shall respectively become due, so much as may be necessary for such purpose of the following:

(a) That certain privilege or license tax (and the proceeds therefrom) of the town levied on the business of selling gasoline, naphtha, and other liquid motor fuels used in combustion engines, by an ordinance which was originally adopted by the governing body of the town on April 6, 1934, and

which was readopted and ratified on April 20, 1964, to the extent that the said tax is levied with respect to business conducted within the corporate limits of the town (the said tax, to the extent levied with respect to business conducted within said corporate limits being herein called "the gasoline tax"),

(b) the general license and privilege taxes (together with the proceeds therefrom) of the town on businesses, occupations and professions, to the extent that such taxes are levied with respect to business conducted within the corporate limits of the town (the said taxes, to the extent levied with respect to business conducted within the said corporate limits, being herein called "the general license taxes"), and

(c) All assessments heretofore or hereafter made against the properties specially benefited by the sanitary sewer improvements provided for in said Improvement Ordinance No. 8, together with the proceeds from all such assessments, including the proceeds from the sale or redemption of any of the said properties that may be sold by the town in enforcement of the liens of the said assessments,

(the gasoline tax, the general license taxes and the said assessments being herein together called "the pledged taxes and revenues"), provided, that while no default exists in payment of the principal of or the interest on the refunding warrants, the proceeds derived by the town from the pledged taxes and revenues shall be used for payment of said principal and interest at their respective maturities, and any balance of the pledged taxes and revenues remaining in any fiscal year of the town after payment of all principal and interest maturing with respect to the refunding warrants during and prior to that fiscal year may be used by the town for any lawful purpose. To such extent, if any as the proceeds from the pledged taxes and revenues available for such purpose may not be sufficient to pay the principal of and the interest on the refunding warrants at their respective maturities, the town agrees to use for such purpose so much of its general revenues derived from other sources and available for such purpose as, when added to the proceeds of the pledged taxes and revenues available therefor, shall be sufficient to pay at their respective maturities the principal of and the interest on the refunding warrants.

Section 6 Maintenance of Pledged Taxes The town agrees that so long as any of the principal of or the interest on the refunding warrants remains unpaid, it will do and perform the following acts:

(a) It will continue to levy and collect general license taxes on the same businesses, occupations, and professions now subject thereto and at rates not less than those presently in effect, provided, however, that such rates may be lowered and businesses, occupations and professions may be exempted from the general license taxes if notwithstanding such action the annual aggregate amount collected from the general license taxes in any ensuing fiscal year of the town shall not be less than the aggregate amount collected from the general license taxes during the fiscal year of the town that ended on September 30, 1963,

(b) It will continue to levy and collect the general license taxes without reduction in the aggregate annual amount of the proceeds thereof,

(c) It will continue to levy and collect the gasoline tax at rates not less than those presently in effect,

(d) It will continue to levy and collect the gasoline tax without reduction in the aggregate principal amount of proceeds thereof, and

(e) It will make such increase or increases, within reasonable limitations, in the rates of the gasoline tax and the general license taxes as shall from time to time be sufficient to provide funds to pay the governmental operating expenses of the town plus the principal of and the interest on the refunding warrants, as the said principal and interest shall respectively mature.

Section 7 Collection of Assessments The town agrees to proceed diligently with construction of the aforesaid sewer improvements provided for in the said Improvement Ordinance No. 8 and to complete the said construction as promptly as may be practicable. The town agrees that, upon completion of the improvements, it will take such proceedings, including any supplemental proceedings, as may be necessary or appropriate to cause valid assessments to be made against the properties specially benefited by the said sewer improvements, all in the manner and to the extent provided by the said improvement ordinance and the laws of Alabama. The town agrees that it will undertake to collect all assessments heretofore or hereafter made pursuant to the provision of the improvement ordinance, and, in cases where the owner of any property subject to any such assessment shall elect to pay such assessment in installments in the manner authorized by the laws of Alabama, the town agrees to collect any such installments promptly as and when such installments become due and payable. In the event that any such assessment or installment thereof shall remain unpaid for as long as one year after the same shall become due and payable, the town thereupon will take all steps necessary to enforce the lien of such assessment by sale of the property against which such assessment was made. All proceeds collected from the assessments hereafter made pursuant to the said improvement ordinance, including the proceeds of the sale or redemption of any property that may be sold by the town in enforcement of the lien of any of said assessments, shall be deposited by the town from time to time as collected in a special fund separate and apart from all other funds of the town. Said special fund shall constitute a trust fund for the benefit of the holders of the warrants and the coupons applicable thereto and shall be used solely for the payment thereof.

Section 8 Form of Refunding Warrants The refunding warrants and the coupons and the provisions for assignment thereof shall be in substantially the following forms, respectively, with appropriate changes to conform to the provisions hereof.

(Form of Warrant)

No _____

\$1,000

UNITED STATES OF AMERICA

STATE OF ALABAMA

TOWN OF WILSONVILLE

GENERAL OBLIGATION REFUNDING WARRANT

The Town Treasurer of the Town of Wilsonville (herein called "the town"), a municipal corporation in the State of Alabama, is hereby ordered and directed to pay to S Malone, or assigns, the principal sum of

ONE THOUSAND DOLLARS

on the 1st day of April, 19___, upon surrender hereof, with interest thereon from the date hereof until the maturity hereof at the rate of ___% per annum, payable semiannually on April 1 and October 1 upon presentation and surrender of the appropriate interest coupons hereto attached, as the same respectively become due. Both the principal hereof and the interest hereon shall be payable in lawful money of the United States of America at the principal office of the Covington County bank in the City of Anclusa in the State of Alabama.

This warrant is one of an issue of warrants aggregating \$56,000 in principal amount consisting of fifty-five coupon warrants numbered 1 to 56, inclusive (herein called "the warrants"), issued pursuant to the applicable provisions of the constitution and laws of the State of Alabama, including particularly Section 253 of Title 37 of the Code of Alabama of 1940, and an Ordinance duly adopted by the governing body of the town, for the purpose of refunding valid outstanding general obligation indebtedness of the town.

Those of the warrants having stated maturities in 1975 and thereafter are subject to redemption at the option of the town on April 1, 1974, and on any interest payment date thereafter, as a whole or in part and if in part then in the inverse order of the numbers of those at the time outstanding, at a redemption price for each warrant redeemed equal to its face value plus accrued interest thereon to the redemption date and a premium equal to one year's interest thereon computed at the coupon rate thereof, provided, that prior notice of any redemption prior to maturity must be given not less than thirty days before the date fixed for redemption by publication at least one time in a newspaper that at the time is being published in the City of Birmingham, Alabama, not less than six days during each calendar week, or if no such newspaper is then being published in that city, in a financial journal published in the City and State of New York.

By the execution of this warrant the town acknowledges that it is indebted to the payee hereof in the principal amount hereof. The indebtedness evidenced and ordered paid by the warrants is a general obligation of the town for the payment of the principal of and the interest on which the full faith and credit of the town have been irrevocably pledged.

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

This warrant is nonnegotiable but is transferrable by assignment. Each taker, owner, purchaser or holder hereof, by receiving or accepting this warrant or any interest coupon, shall consent and agree and shall be estopped to deny (1) that title to the coupons hereunto appertaining may be transferred by delivery without the necessity of a written assignment, and any person making such delivery shall be deemed to have transferred to the person to whom such delivery is made all of his equities or rights in the coupons so delivered, (2) that any person in possession of any such coupon, regardless of the manner in which he shall have acquired possession, is authorized to represent himself as the absolute owner thereof, and has the power and authority to transfer absolute title thereto by delivery thereof to a bona fide purchaser for value (present or antecedent) without notice of prior defenses or equities or claims of ownership enforceable against his transferor or any person in the chain of title and before the maturity thereof, and (3) that whenever and so long as this warrant may be assigned in blank by written assignment by the original payee hereof or by any subsequent assignee hereof in the chain of title to whom written assignment is made, the town may treat any person in possession of this warrant, regardless of how such possession may have been acquired and regardless of the genuineness or effectiveness of any assignment, as the absolute owner hereof for all purposes and payment to any such person shall discharge all obligations hereunder.

IN WITNESS WHEREOF, the town has caused this warrant to be executed in its name and behalf by its mayor, who has hereunder subscribed his signature, has caused its official seal to be impressed hereon, has caused this warrant and the said seal to be attested by its town clerk, whose signature is subscribed hereon, has caused the annexed interest coupons to be executed and attested with facsimiles of the signatures of its mayor and its town clerk, and has caused this warrant to be dated April 1, 1964.

TOWN OF WILSONVILLE

By _____
Its Mayor

Attest

Town Clerk

(Form of Coupon)

Coupon
No _____ \$ _____

On the 1st day of _____, 19____, the Town Treasurer of the Town of Wilsonville in the State of Alabama is ordered and directed to pay to the bearer hereof the sum of _____ Dollars upon presentation and surrender of this coupon at the principal office of Covington County Bank in the City of Andalusia, Alabama. This coupon represents six months' interest that will become due on said date on, and is part of and subject to the provisions contained in, the General Obligation Refunding Warrant of the Town of Wilsonville, Alabama, dated April 1, 1964, numbered _____

TOWN OF WILSONVILLE

By _____
Its Mayor

Attest

Town Clerk

(Form of Assignment)

For value received this warrant and the indebtedness evidenced and ordered paid thereby are hereby transferred and assigned, without recourse or warranties, to _____

Following the maturity date of each of the callable warrants there shall be inserted the following

"(unless this warrant shall have been duly called for prior payment),"

Following the maturity date of each coupon due on or after October 1, 1974, there shall be inserted the following

"(unless the warrant to which this coupon is applicable shall have been duly called for prior payment),"

Section 9 Ordinance Constitute Contract The provisions of this ordinance shall constitute a contract between the town and the holders of the refunding warrants and the coupons

Section 10 Payment at Par Each banking institution at which the refunding warrants and the coupons shall be payable, by acceptance of its duties as paying agent therefor, shall be considered to have agreed thereby with the holders of the refunding warrants and the coupons that it will make, out of the funds supplied to it for that purpose, all remittances of principal of and interest on the refunding warrants and the coupons in bankable funds at par and without deduction for exchange, fees or expenses that may be made by any such banking institution in making such remittances in bankable funds of the principal of and the interest on any of the refunding warrants and the coupons

Section 11 Severability The various provisions of this ordinance are hereby declared to be severable. In the event any provision hereof shall be held invalid by a court of competent jurisdiction such invalidity shall not affect any other portion of this ordinance

Section 12 Sale of Refunding Warrants and Use of Proceeds Therefrom The refunding warrants are hereby sold to Andresen and Company, at and for a purchase price equal to 95% of their face value, viz, the sum of \$53,200, plus accrued interest on the refunding warrants from their date to the date of their delivery. The warrants shall be issued in the name of S. Malone, the nominee of said purchaser. The town treasurer of the town is hereby authorized and directed to deliver the refunding warrants to said purchaser at any time upon payment to the town of the aforesaid purchase price therefor. The town treasurer is hereby directed, simultaneously with the issuance of the refunding warrants to apply the principal proceeds derived from the sale of the refunding warrants for payment of the principal of the outstanding securities as follows: (a) the principal proceeds from those of the warrants numbered 1 to 20 inclusive, shall be applied for retirement of a portion of the principal of the outstanding building warrant, (b) the principal proceeds from those of the warrants numbered 21 to 32, inclusive, shall be applied for payment of the remaining portion of the principal of the outstanding building warrant and the principal of the outstanding sewer warrant, and (c) the principal proceeds from those of the warrants

numbered 33 to 56, inclusive, shall be applied for payment of the principal of the outstanding note. At the same time the town treasurer of the town is hereby directed to apply sufficient other funds of the town for payment of the principal of the outstanding securities and the interest then accrued with respect to the outstanding securities. Promptly upon such payment of the principal of and the interest on the outstanding securities they shall be cancelled and retired and shall not be re-issued. The accrued interest received by the town on the sale of the refunding warrants shall be applied toward payment of the first installment of the interest on the refunding warrants.

Section 13. Proceeds from the Outstanding Securities. The proceeds from the outstanding securities remaining after payment of the costs of their issuance and of the issuance of the refunding warrants shall be deposited as follows: (a) the proceeds from the outstanding building warrant remaining after the payment of the said expenses, shall be deposited in a special account to the credit of the town and applied for construction of the said town hall and library building; (b) the proceeds from the outstanding sewer warrant remaining after payment of said expenses shall be paid into the "Sanitary Sewage Disposal Facilities Construction Fund" created in Ordinance No. 16 of the town adopted April 20, 1964; and (c) the proceeds from the outstanding note remaining after payment of said expenses shall be deposited in a special trust fund, the full name of which shall be the "Collecting Sewer Construction Fund" and which is hereby created for the purpose of providing funds for construction of the sewer improvements provided for in the said Improvement Ordinance No. 8. Covington County Bank in the City of Andalusia, Alabama, is hereby designated as depository for the Collecting Sewer Construction Fund. The moneys on deposit in the Collecting Sewer Construction Fund shall be used only for the purpose for which it is herein created and payments therefrom shall be made pursuant to requisition signed by the mayor of the town and the town treasurer and approved by Harry Hendon & Associates, Inc., Consulting Engineers, Birmingham, Alabama.

Adopted and approved this 20th day of April, 1964.

s/R. G. Stephenson,
Its Mayor

Authenticated:

s/ J. I. Vardaman
Town Clerk

Alderman Bolton moved that unanimous consent be given for the immediate consideration of and action on said ordinance, which motion was seconded by Alderman Whitten, and upon said motion being put to vote, the following vote was recorded: Yeas: Mayor Stephenson and Aldermen Baker, Bolton, Stoudenmire, and Whitten; Nays: None. The mayor thereupon announced that the motion for unanimous consent for immediate consideration of and action on said ordinance had been unanimously carried. Alderman Baker then moved that said ordinance be finally adopted, which motion was seconded by Alderman Stoudenmire, and upon said motion being put to vote, the following vote was recorded: Yeas: Mayor Stephenson and Aldermen Baker, Bolton, Stoudenmire, and Whitten; Nays: None. The mayor thereupon announced that the motion for adoption of said ordinance had been unanimously carried.

ORDINANCE NO. 17

BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF WILSONVILLE, ALABAMA, AS FOLLOWS:

SECTION 1. Upon evidence duly submitted to it, the Town Council does hereby find and determine as follows:

- a. The Town of Wilsonville now owns and operates certain sewer lines and a sewage treatment or disposal plant.
- b. The Town of Wilsonville has borrowed funds for the purpose of constructing said sewage treatment or disposal plant and none of the cost of the construction of said plant has been assessed against any property owners.
- c. The rates herein provided and required to be paid in respect of premises now connected or to be connected with the sanitary sewage lines of the Town is solely for the use of said sewage disposal plant facilities and not for lines of sewers installed and now operated by the Town.
- d. The fees and charges hereinafter provided for the services and facilities afforded by the sanitary sewage disposal plant are fair reasonable and just fees and charges therefor.

SECTION 2. A sewage disposal charge of \$2.00 per month minimum shall be paid by the owner or